



AGENDA
September 20, 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 Real Property Negotiators
Pursuant to Government Code Section 54956.8
Property: 316 Vernon Street, Suites 110-140 (retail space)
City's Negotiators: Rick Martinez and Josh Schmidt (CBRE)
Under negotiation: Price and Terms of Payment of Lease
CONTACT: Robert Schmitt 916-774-5325 rschmitt@roseville.ca.us
- E. CLOSED SESSION ADJOURNMENT

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

Minutes

6.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending Council approve the Minutes of the August 15, 2017 City Council Workshop, August 16, 2017 City Council Meeting, September 6, 2017 City Council Workshop, and September 6, 2017 City Council/Housing Authority Meeting.

CC #: 8788

File #: 0102-03

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

Bids / Purchases / Services

6.2. Central Park Phase 3 Project – Reject all Bids

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-408 REJECTING ALL BIDS FOR THE CENTRAL PARK PHASE 3 PROJECT. Although there are sufficient funds in the Citywide Park Development Fund to fund construction of the phase 3 improvements, the maintenance of the park is a General Fund obligation. During the bid review

period, concerns regarding increasing obligations on the General Fund were expressed. Since this park would be maintained using the General Fund, staff recommends the rejection of all bids received for the Central Park Phase 3 Project.

CC #: 8772

File #: 0203-21

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

6.3. Well Destruction Project - Award of Contract and Budget Adjustment

Memo from Senior Engineer Jose Lopez and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-402 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CLYDE G. STEAGALL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5867 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval of a budget adjustment in the amount of \$401,617.00 and award of a construction contract in the amount of \$319,652.00 to Clyde G. Steagall, Inc. for a project to destroy three older wells and remove the top-side improvements. This item also requests authorization for the Environmental Utilities Director or his designee to approve and pay for contract change orders for this project that could increase the contract amount by no more than 10% or \$31,965.00. Funding for this project is provided by the Water Rehabilitation Fund.

CC #: 8764

File #: 0900-02 & 0201-01

CONTACT: Jose Lopez 916-774-5688 jlopez@roseville.ca.us

6.4. Sunrise Avenue Pipe Repair Project - Award of Contract

Memo from Senior Engineer Jose Lopez and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-412 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CAGGIANO GENERAL ENGINEERING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval to award a construction contract agreement in the amount of \$347,980.00 to Caggiano General Engineering to remove and replace 155 linear feet of an existing 24 inch water pipe on Sunrise Avenue to correct a leak. Funding is provided by the Water Rehabilitation Fund.

CC #: 8776

File #: 0900-02

CONTACT: Jose Lopez 916-774-5688 jlopez@roseville.ca.us

6.5. Roseville Aquatics Complex Deck Replacement and Pool Re-Plaster Project – Award of Contract and Budget Adjustment

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-410 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTERN WATER FEATURES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5869 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is a request of Council to approve award of a contract to Western Water Features in the amount of \$1,110,000.00 and authorize staff to approve change order requests in an amount not to exceed 10% of the contracted amount. The scope of work includes removal and replacement of the concrete deck and plaster of the 50 meter competition pool. This project was originally approved in FY2016-17 using funds from the General CIP Rehab Fund and a grant from Placer Valley Tourism. Approval of this request will add \$166,000.00 to the project to fully fund the pool's rehabilitation with \$116,000.00 available funds from the Parks, Recreation & Libraries Capital Fund and \$50,000.00 from the Citywide Park Development Fund. Ongoing maintenance costs are anticipated to stay the same, and are already fully funded through the General Fund.

CC #: 8780

File #: 0707 & 0214 & 0201-01

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

6.6. Kiln Dried Salt (RFQ 2076) - Service Agreement Renewal

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-400 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE AND MORTON SALT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1803101). This agreement is for the purchase and delivery of white crystal solar salt that is required for the regeneration of the sodium zerolite softners at the Roseville Energy Park. The estimated annual cost of the agreement is \$67,000.00, or not to exceed budgeted amount. Funding is included in the Electric Department's FY2017-18 budget.

CC #: 8759

File #: 0203-07

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

6.7. Tires (RFQ 01-3140) - Service Agreement

Memo from Buyer Tiffany Valdez and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-401 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND FLEET TIRE, INC. DBA BRANNON TIRE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1808136). This service agreement is for the purchase and repair of tires utilizing RFQ 01-3140. The Vehicle Maintenance

Department has a recurring demand for a variety of tires to maintain the City's vehicle fleet. The total estimated annual amount of the award is \$400,000.00 or up to department budgeted amounts. Funding is included in the Fleet Services FY2017-18 budget. Future renewals will be contingent upon budget approval.

Staff requests authorization to renew without further Council approval.

CC #: 8762

File #: 0203-02

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

6.8. On-Call General Construction Services - Service Agreement Amendment

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-407 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CARTER-KELLY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1705095). Staff recommends Council authorize an amendment to a service agreement with Carter-Kelly Inc. to extend the agreement through September 30, 2017. As part of the service agreement, Carter-Kelly is to install new storage units at Maidu Park for use by the youth sports groups. Due to manufacturing and shipping delays the completion date was pushed out and the service agreement needs to be extended through September 30, 2017.

CC #: 8771

File #: 0203-04

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

6.9. Concealable Body Armor (RFQ 01-3018) – Service Agreement Renewal

Memo from Buyer Becky Philipp and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-398 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE AND GALLS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1804073). Staff recommends Council authorize a service agreement renewal with Galls, LLC for concealable body armor utilizing RFQ 01-3018. The body armor will be purchased on an as needed basis to replace existing vests that have exceeded their five-year warranty in addition to outfitting newly hired police officers and other field personnel. The total estimated annual cost is \$30,000.00. Funding is included in the Police Department's FY2017-18 Operational Budget. Staff requests authorization to renew without further Council approval.

CC #: 8757

File #: 0203-12

CONTACT: Becky Philipp 916-774-5724 bphilipp@roseville.ca.us

6.10. Ammunition - Sole Source Purchase Order

Memo from Police Department Rangemaster Randy Thompson and Police Chief Jim Maccoun recommending Council authorize a sole source purchase

order of Hornady ammunition from the Miwall Corporation to meet the Police Department's needs. Hornady has been selected using FBI-established protocols as the best value for quality. Hornady ammunition is exclusively distributed by Miwall Corporation in the northern California area, and therefore is the City's only available source for the purchase of Hornady brand ammunition. The estimated cost is \$83,991.77, which is included in the Police Department's FY2017-18 General Fund budget.

CC #: 8761

File #: 0203-12

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

6.11. Vehicle Purchase

Memo from Fleet Manager Brian Craighead and Central Services Director Paul Diefenbach recommending Council authorize a purchase order to Turf Star Inc. for one Toro Multi Pro 5800G turf spraying cart utilizing National Intergovernmental Purchasing Alliance (National IPA) contract #2017025. The total cost of one Toro Multi Pro 5800G vehicle is \$60,725.26. Funding for this vehicle is included in the FY2017-18 Auto Replacement Budget.

CC #: 8763

File #: 0203-01

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

6.12. Software Maintenance Support Services - Sole Source Purchase Order

Memo from EIM Systems Coordinator Charles Aycock and Environmental Utilities Director Richard Plecker recommending Council authorize sole source purchase order for Oracle software and maintenance support. The Oracle database software runs critical computer data storage and recovery applications for the Environmental Utilities and Information Technology Departments. The total estimated cost will not exceed \$36,974.02 and funding is included in the Environmental Utilities and Information Technology Departments' FY2017-18 budget.

CC #: 8760

File #: 0203-06

CONTACT: Charles Aycock 916-746-1887 caycock@roseville.ca.us

Resolutions

6.13. Westbrook - Phase 1 Village 7A Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-403 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND TAYLOR MORRISON OF CALIFORNIA, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Westbrook - Phase 1 Village 7A final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 73 residential lots and 2 landscape lots. The actions requested have no fiscal

impact to the City's General Fund.

CC #: 8765

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

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

6.14. Westbrook - Phase 1 Village 7B Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-404 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND TAYLOR MORRISON OF CALIFORNIA, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Westbrook - Phase 1 Village 7B final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 72 residential lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 8766

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

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

6.15. Westpark Phase 4 North Westbrook Boulevard and Brookstone Drive - Certificate of Completion

Memo from Construction Inspector Keith Litts and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-405 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WESTPARK PHASE 4 NORTH WESTBROOK BLVD. AND BROOKSTONE DR. PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The improvements have been inspected and are ready for acceptance. This action has no impact on the General Fund as all improvements are developer funded.

CC #: 8768

File #: 0800-06

CONTACT: Keith Litts 916-517-7598 klitts@roseville.ca.us

6.16. Roseville Parkway - Street Name Change

Memo from Planning Systems Technician Jackie Pfeiffer and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-417 APPROVING THE RENAMING OF A PORTION OF HP WAY TO ROSEVILLE PARKWAY. With this street name change, and the completion of the Roseville Parkway extension, between Washington Boulevard and Foothills Boulevard, Roseville Parkway will connect Blue Oaks Boulevard to Sierra College Boulevard, within the Roseville city limits. This item has no impact to the City's General Fund.

CC #: 8781

File #: 0400-04-18-1

CONTACT: Jackie Pfeiffer 916-746-1315 jpfeiffer@roseville.ca.us

6.17. After School Education and Safety Program - Memorandum of Understanding

Memo from Recreation Superintendent Rob Nakamura and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-415 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE CITY SCHOOL DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of the After School Education and Safety (ASES) program Memorandum of Understanding between the City and the Roseville City School District which outlines roles and responsibilities between each agency to operate the grant funded after school program at Cirby and Woodbridge Elementary schools. The Roseville City School District is awarded State funding and reimburses the City up to \$235,700.00 to operate the program. The ASES program is budgeted and funded within the City's Youth Development Fund.

CC #: 8779

File #: 0704 & 0705

CONTACT: Rob Nakamura 916-774-5135 rnakamura@roseville.ca.us

6.18. Roseville Aquatics Complex Deck Replacement and Pool Re-Plaster Project - Grant Agreement

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-416 APPROVING A GRANT AGREEMENT WITH SOUTH PLACER COUNTY TOURISM CORPORATION DBA PLACER VALLEY TOURISM. In October 2016, Placer Valley Tourism informed the City of a \$500,000.00 grant award to re-plaster the competition pool and repair the surrounding concrete deck at the Roseville Aquatics Complex. The grant amount was based on a preliminary project estimate of \$1,200,000.00. In June 2017, Council approved a budget adjustment of \$700,000.00 from the General Capital Improvement Program (CIP) Rehabilitation Funds to fully fund the project. The approval of the Grant Agreement formalizes the provision and acceptance of \$500,000.00 toward the project. Approval to allocate \$700,000.00 from the General CIP Rehabilitation Fund to the project was approved in June 2017.

CC #: 8780

File #: 0707 & 0214

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

6.19. Security Services - Memorandum of Understanding

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-411 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE

CITY OF ROSEVILLE AND THE SIERRA JOINT COMMUNITY COLLEGE DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This Memorandum of Understanding with Sierra Joint Community College District concerns security guard services at 316 Vernon Street. The City will split the cost 50/50 for services Monday thru Friday and the District will pay for all other service hours. The City's annual cost for this services is \$33,690.80. Funding is included in the FY2017-18 City Facilities Security Improvements Project.

CC #: 8775

File #: 0203-14

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

6.20. Louis Orlando Transfer Point Improvement Project – Reimbursement Agreement

Memo from Financial Analyst Elizabeth Haydu and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-414 APPROVING A REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND PLACER COUNTY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests authorization to execute a reimbursement agreement between the City and Placer County for reimbursement of \$195,000.00 for construction expenses related to the Louis Orlando Transfer Point Improvement Project. No General Fund monies will be used for this project.

CC #: 8778

File #: 0721-03

CONTACT: Elizabeth Haydu 916-746-1302 ehaydu@roseville.ca.us

6.21. Transit and Call Center Operations - Award of Contract

Memo from Alternative Transportation Analyst Eileen Bruggeman and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-413 APPROVING AN AGREEMENT FOR CITY OF ROSEVILLE TRANSIT SYSTEM MANAGEMENT, OPERATIONS AND CALL CENTER SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND MV TRANSPORTATION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This agreement with MV Transportation, Inc. provides management and operation of Roseville Transit and the South Placer County Transit Information Center services for an initial period of four (4) years, with two optional, 2-year extensions. The maximum obligation for the 4-year period is \$16,871,287.78 and will be funded through a combination of passenger fares; State Transit Assistance funds; Transportation Development Act funds; Federal grants; and advertising revenue. There is no fiscal impact to the City's General Fund.

CC #: 8777

File #: 0721

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

6.22. Mobility Management - Professional Services Agreement Amendment

Memo from Financial Analyst Elizabeth Haydu and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-409 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND PARATRANSIT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests authorization to execute a professional services agreement with Paratransit Inc. to provide professional travel training services for eligible seniors or people with special needs for a period of one year. The “not to exceed” cost of the one year amendment is \$38,500.00 and will be wholly paid for with Federal Transit Administration Section 5310 grant funds. No General Fund monies will be used for this project.

CC #: 8733

File #: 0721

CONTACT: Elizabeth Haydu 916-746-1302 ehaydu@roseville.ca.us

6.23. International Swaps and Derivatives Association - Master Agreement Amendment

Memo from Electric Resources Analyst Petra Wallace and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-399 APPROVING A THIRD AMENDMENT TO THE ISDA MASTER AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND EXELON GENERATION COMPANY, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This Amendment transfers the International Swaps and Derivatives Association, Inc. Master Agreement from Constellation Energy Commodities Group, Inc. to Exelon Generation Company, LLC as a result of their merger. There is no fiscal impact associated with the execution of the Third Amendment.

CC #: 8758

File #: 0800-03

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

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

6.24. Year End FY2016-17 Budget Adjustment

Memo from Budget Manager Kathy Cullen and Chief Financial Officer Jay Panzica recommending Council adopt ORDINANCE NO. 5868 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FY2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. After the end of the fiscal year, the Budget and Payroll Divisions analyze each funds' budget versus actual activity to identify those funds that need to be adjusted. In FY2016-17, a few line items in the budget have been identified that need to be adjusted. The net impact to the

General Fund is \$1,310,790.00.

CC #: 8769

File #: 0201-01

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

Ordinances (for second reading and adoption)

6.25. Second Reading of Ordinance - West Roseville Specific Plan Village Center Project

ORDINANCE NO. 5870 OF THE COUNCIL OF THE CITY OF ROSEVILLE REZONING CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and ORDINANCE NO. 5871 ADOPTING AN EIGHTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND VC ROSEVILLE, LLC AS ASSIGNEE OF PL ROSEVILLE, LP, RELATIVE TO THE WEST ROSEVILLE VILLAGE CENTER PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, for second reading and adoption.

CC #: 8786

File #: 0400-04-09-1 & 0400-04-09-2

CONTACT: Tricia Stewart 916-774-5258 stewart@roseville.ca.us

6.26. Second Reading of Ordinance - Roseville Solar 2.0 - Net Energy Metering Successor Program

ORDINANCE NO. 5872 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 14.24.020 AND 14.24.051 OF CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC UTILITIES, for second reading and adoption.

CC #: 8787

File #: 0800-03

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

Reports / Requests

6.27. Westpark - Phase 1 Village Center Parcel Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council approve the Westpark - Phase 1 Village Center parcel map. Engineering staff has completed its review of the parcel map and found it to be in compliance with the approved tentative map.

This map will be creating four parcels for future development and one public park parcel. The actions requested have no fiscal impact to the City's General Fund.

CC #: 8767

File #: 0400-07

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

Ceremonial Documents

6.28. Resolution of Commendation to Family Green Survival

The community commend Family Green Survival and support the Imaginary Diet and consider dieting for a higher cause, a worthy community program to end hunger.

CC #: 8785

File #: 0102-10

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

6.29. Resolution of Commendation to Aegis Treatment Centers

Aegis Treatment Centers be commended for their dedication to the fight against opioid addiction and their commitment to successfully contributing to the recovery of a national crisis.

CC #: 8789

File #: 0102-10

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

END OF CONSENT CALENDAR

7. RESOLUTIONS

7.1. 401 Oak Street - Purchase and Sale Agreement Amendment

Memo from Economic Development Manager Laura Matteoli and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-418 APPROVING A SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND UNIVERSITY DEVELOPMENT FOUNDATION, AUTHORIZING ECONOMIC DEVELOPMENT STAFF OR THE TITLE COMPANY UPON STAFF APPROVAL, TO UPDATE THE FORM OF THE ANCILLARY AGREEMENTS ATTACHED TO THE SECOND AMENDMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT AS WELL AS ALL APPROVED ANCILLARY AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting approval of a second amendment to the purchase and sale agreement extending the feasibility period to December 31, 2017 in order to accommodate the completion and recordation of the final map needed for the creation of legal lots required for property sale and escrow and approval in form of the required agreements. There is no cost or fiscal impact associated with this request.

CC#: 8782

File#: 1003

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

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Advantage Roseville Program Update and Year 4 Annual Report

Memo from Economic Development Manager Laura Matteoli and Economic Development Director Chris Robles with a presentation of Advantage Roseville's Program Update and Year 4 Annual Report and is intended for Informational purposes only. No Council Action is required.

CC #: 8784

File #: 0110

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

8.2. 2017-2022 Economic Development Strategy

Memo from Economic Development Manager Laura Matteoli and Economic Development Director Chris Robles, on behalf of the Economic Development Advisory Committee, recommend Council adopt RESOLUTION 17-419 APPROVING THE 2017-2022 ECONOMIC DEVELOPMENT STRATEGY. FY2017-18 work programs, tasks and budgets are currently programmed for and approved within the City's Economic Development Department budget. Future year programming and budgets will be reviewed and approved by the City Council during budget reviews.

CC #: 8783

File #: 0110

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

9. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

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

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

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

9.1. Campaign Finance Ordinance Amendments

Public Hearing continued to the meeting of October 4, 2017.

CC #: 8755

File #: 0103-49-02

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

9.2. Community Development Block Grant 2016 Consolidated Annual Performance and Evaluation Report

Memo from Housing Manager Danielle Foster and Community Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-4 0 6 APPROVING THE 2016 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) AND AUTHORIZING THE ECONOMIC DEVELOPMENT DIRECTOR TO SUBMIT THE CDBG 2016 CAPER TO THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD). This item requests approval of the City's Consolidated Annual Performance and Evaluation Report for the federal Community Development Block Grant Program. This item does not result in any expense to the General Fund.

CC #: 8770

File #: 0113-02

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

10. COUNCIL / STAFF / REPORTS/ COMMENTS

11. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 8788
File #: 0102-03

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

Meeting Date: 9/20/2017
Item #: 6.1.

RECOMMENDATION TO COUNCIL

Approve the Minutes of the August 15, 2017 City Council Workshop, August 16, 2017 City Council Meeting, September 6, 2017 City Council Workshop, and September 6, 2017 City Council/Housing Authority Meeting.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

August 15, 2017 City Council Workshop

August 16, 2017 City Council Meeting

September 6, 2017 City Council Workshop

September 6, 2017 City Council/Housing Authority Meeting



MINUTES
August 15, 2017

CITY COUNCIL WORKSHOP
5:00 p.m.
Maidu Community Center Room 1
1550 Maidu Drive
Roseville, California

1. CALL TO ORDER

Mayor Susan Rohan called the August 15, 2017 City Council Workshop to order at the Maidu Community Center at 5:00 p.m.

2. SILENT ROLL CALL

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

Silent Roll Call - Present: Gore, Alvord, Herman, Allard, Rohan

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Susan Rohan.

4. PUBLIC COMMENTS

No public comment received.

5. WORKSHOP

5.1. Council Policies for Consideration

- A. Meeting Purpose (Mayor Rohan / Jensen)
- B. City Council Compensations / Reimbursements (Mayor Rohan / Jensen)
- C. Media Contact / Social Media / Speaking Engagements / Correspondence (Mayor Rohan / Schmitt)
- D. State of City Address (Mayor Rohan)
- E. Council Assignments (Mayor Rohan)
- F. Workshop Attendance (Mayor Rohan)
- G. City Council Agenda Review (Mayor Rohan)
- H. Allocation of Discretionary Funds (Mayor Rohan / Robles)

CC#:8703

File #: 0102

CONTACT: Rob Jensen 916-774-5362 rjensen@roseville.ca.us

Mayor Susan Rohan and City Manager Rob Jensen presented the meeting purpose and offered opening comments. Mayor Susan Rohan provided an overview of how the workshop would be conducted.

Meeting purpose as follows:

- How Council interacts with each other
- Not a strong Mayor form of government - public perception
- Information sharing - logistical and administrative decisions that get made that affect Council
- New members and returning members - need documented practices and
- policies and need to formalize onboarding of new Council members
- Discuss if there are topics which fall into procedural voids

A. Council Compensation and Benefits:

Mayor Rohan and City Manager Rob Jensen presented information on City Council compensation and reimbursements. A document was provided to Council on local jurisdictions and jurisdictions of like population with salary and benefit information.

No public comment received.

- Action item: Consensus of the Council to share the compensation and benefit information with the members of the 2020 Charter Review Commission for their consideration of possible adjustments to Council stipend and/or additional Council compensation or benefits.

A.1 Mileage Reimbursements and Travel Costs:

Mileage reimbursements were discussed. Discussion of the Council indicated that parking fees paid while on official business are reimbursable. Mileage reimbursement for official city business outside of city was also considered acceptable. Per Diem was also outlined for business travel.

No public comment received.

- Action item: Consensus of the Council to direct staff to report back with written

guidelines for mileage and parking reimbursements. Current Administrative Regulation 6.11 modification was suggested. Potential changes and/or increases for mileage reimbursements can also be considered by the 2020 Charter Review Commission members.

A.2 Council Coffees:

Council Coffee Reimbursements were addressed. Majority of councilmembers indicated they do not seek reimbursement for event.

No public comment received.

Action item: If financial costs of the Council Coffee events are a cost factor, city facilities will be provided along with coffee and water.

Mayor Susan Rohan and City Attorney Bob Schmitt presented information on:

B. Media Contacts and Use of Social Media:

Information was provided regarding Brown Act intersection and public perceptions. Information was also provided on the use of private devices for city business with an explanation of the San Jose case verdict and implications that private devices can be part of a public records request. No action item on this topic. For information only.

No public comment received.

B.1 Speaking Engagements:

Discussion occurred on speaking engagements.

No public comment received.

Action item: Councilmembers should contact Public Affairs and Communications Department for speaking points, fact checks, and assistance on content when speaking on behalf of the city.

B.2 Correspondence and Mayor's Mail:

Discussion was held on how to correspond to email or mail sent directly to council if information or assistance is needed.

Action item: If response is warranted, send copy to City Manager Rob Jensen and staff assistance will be assigned to aid in response.

Discussion also occurred on op-ed articles and the difference of speaking on behalf of the city or speaking as a private citizen. Councilmembers expressed the desire to be advised when an op-ed is being authored on behalf of the city.

Mayor Susan Rohan also spoke on concerns about mail and correspondence sent directly to the Mayor. As mail is only delivered to Council once a week, time sensitivity of a response is a concern.

No public comment received.

Action item: City Clerk will open Mayor's mail and forward any time sensitive items directly to Mayor with a copy to the City Manager.

C. State of the City Address:

Mayor Rohan presented information on the State of the City Address. Discussion topics included timing, program, and location for event. It was explained there is no budget for the State of the City Address. Location of event can be held in a city building or any other establishment as determined by the Mayor, as long as there is no conflict of interest issues in holding the event at a select location.

Action item: The Mayor will determine the timing, program and location for event and will further propose who will selected to deliver the address if it is not the Mayor (or delivering address alongside the Mayor).

The following topics will be carried over to another workshop which will be scheduled prior to a regular meeting:

- Council Assignments and Participation on Community/Private
- boards Workshop Attendance
- City Council Agenda Review
- Allocation of Council Discretionary Funds

6. COUNCIL / STAFF / REPORTS/ COMMENTS

No Council / Staff / Reports or comments made.

7. ADJOURNMENT

Motion by Bonnie Gore, seconded by John Allard, to adjourn the workshop at 7:05 p.m. The Motion Passed.

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

Susan Rohan, Mayor

Sonia Orozco, City Clerk



MINUTES

August 16, 2017

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

1. CALL TO ORDER

Mayor Susan Rohan called the August 16, 2017 City Council meeting or order at 7:00 p.m.

2. ROLL CALL

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

Present: Rohan, Gore, Herman, Allard, Alvord

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by City Attorney Bob Schmitt.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PRESENTATIONS

5.1. Sacramento Metro Chamber Presentation

Work program update provided to the City by Sacramento Metro Chamber.

CONTACT: Chris Robles 916-774-5421 crobles@roseville.ca.us

Economic Development Director Chris Robles introduced Peter Tateishi, CEO and Robert Dugan, SVP from Sacramento Metro Chamber, who made the presentation to Council.

6. PUBLIC COMMENTS No public comment received.

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Tim Herman, seconded by Bonnie Gore, to approve all items as recommended. The Motion Passed.

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

Minutes

7.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending Council approve the Minutes of July 5, 2017 City Council Closed Session, July 5, 2017 City Council/Successor Agency meeting, July 19, 2017 City Council Closed Session, July 19, 2017 Union Pacific Golden Spike Presentation/City Council meeting, and August 2, 2017 City Council Closed Session/City Council meeting.

CC #: 8702

File #: 0102-03

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

Bids / Purchases / Services

7.2. West Side Tank and Pump Station Phase 1 Project – Award of Contract

Memo from Senior Engineer George Hanson and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-359 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND GABE MENDEZ, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval and award of a construction contract to Gabe Mendez Inc., in the amount of \$220,000.00 for the West Side Tank and Pump Station Phase 1 Project which includes site grading improvements in preparation for construction of the Phase 2 facilities, and authorization for the Environmental Utilities Director or his designee to approve and pay for contract change orders for this project that could increase the contract amount by no more than 10% or \$22,000.00. The contract amount will be paid from the existing capital improvement project budget, which is funded through the Water Construction Fund.

CC #: 8691

File #: 0900-02

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

7.3. Finance Office Workstation Furniture - Purchase Order

Memo from Billing Services Manager Andrea Blomquist and Chief Financial Officer Jay Panzica recommending Council approve a purchase order not-to-exceed \$58,034.91 with Jones Campbell Co. dba Campbell Keller for the purchase of workstation and ancillary furniture for the Finance area in 311 Vernon Street. The City is utilizing the CMAS Contract #4-09-71-0087A with AllSteel through it's authorized service provider Jones Campbell Co. dba Campbell Keller. The purchase is funded through the existing department budget for a not-to-exceed amount of \$58,034.91.

CC #: 8699

File #: 0203-04

CONTACT: Andrea Blomquist 916-774-5317 ablomquist@roseville.ca.us

7.4. Exterior Lighting Maintenance - Service Agreement

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-355 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CENTURY COMMERCIAL SERVICE DBA CENTURY LIGHTING AND ELECTRIC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1808117). This service agreement with Century Lighting will provide exterior lighting auditing, maintenance, and repair services on a scheduled and as-needed basis. The total amount of the agreement is \$150,000.00. Funding is included in the Building Maintenance and Park Maintenance Divisions FY2017-18 budget.

CC #: 8684

File #: 0203-04

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

7.5. Sodium Hydroxide Solution (BACC 12-2017) - Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-358 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND OLIN CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1803205). Staff recommends Council authorize award of a service agreement with Olin Corporation as the lowest responsive bid received for BACC 12-2017 for the purchase and delivery of sodium hydroxide solution for the Dry Creek Wastewater Treatment Plant, Pleasant Grove Wastewater Treatment Plant, Water Treatment Plant, and the Roseville Energy Park. Sodium hydroxide is used in the water treatment purification process to adjust pH and reduce corrosion in the distribution system. The total cost of service is \$578,900.00. Funding is included in the

Environmental Utilities and the Electric Department's FY2017-18 budgets. The bid allowed for three optional renewal years at one-year intervals. Staff requests authorization to renew without further Council approval.

CC #: 8690

File #: 0203-03

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

7.6. Vernon Street Archway Lighting Retro Fit - Service Agreement

Memo from Parks Supervisor Patrick Daly and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-353 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND ILLUMINATED CREATIONS, INC. DBA ELLIS & ELLIS SIGN SYSTEMS AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1808202). The work associated with this agreement will retrofit the lighting on the monument archways at both ends of the Vernon Street Business District for a total cost of \$28,932.40. \$15,932.40 will be funded through the Vernon Streetscape Lighting District and \$13,000.00 will be funded through the Downtown Roseville Partnership.

CC #: 8681

File #: 0203-10

CONTACT: Patrick Daly 916-774-5764 pdaly@roseville.ca.us

Resolutions

7.7. Campus Oaks Park Road Irrevocable Offer of Dedication Acceptance

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-354 ACCEPTING A PORTION OF THOSE RESPECTIVE DEDICATIONS OF REAL PROPERTY OFFERED IN FEE ON THE RECORDED "LARGE LOT FINAL MAP OF CAMPUS OAKS". Staff is recommending acceptance of a portion of an Irrevocable Offer of Dedication from the Large Lot Map that would then allow the Campus Oaks Apartment Project to construct one of the residential roadways in full. The ability to construct this roadway will give the Campus Oaks Apartment Project options to modify their current site plan and meet all frontage improvement and access requirements. The action requested has no fiscal impact to the City's General Fund.

CC #: 8682

File #: 0704-01

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

7.8. 316 Vernon Street - Exclusive Lease Listing Agreement

Memo from Development Analyst Bill Aiken and Economic Development Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-361 APPROVING AN EXCLUSIVE LEASE LISTING AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CBRE, INC., AND

AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of an Exclusive Lease Listing Agreement with CB Richard Ellis, Inc. for 316 Vernon Street retail space. There is no cost associated with this agreement. All costs would be associated with any lease agreements established by CBRE, and would be payable in conjunction with actions to approve the leases.

CC #: 8697

File #: 0800-02

CONTACT: Bill Aiken 916-774-5271 baiken@roseville.ca.us

7.9. Transit Advertising - Services Agreement Amendment

Memo from Marketing & Communications Analyst Helen Dyda and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-352 APPROVING A FIRST AMENDMENT TO AGREEMENT FOR TRANSIT ADVERTISING SERVICES BETWEEN CITY OF ROSEVILLE AND IRON HORSE MEDIA, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends that the City Council approve the First Amendment to the Agreement between Iron Horse Media, LLC, and the City of Roseville for advertising on Roseville Transit buses. The amendment would approve a one year extension of the agreement to September 30, 2018. An additional contract year for transit advertising services would guarantee Roseville Transit a minimum of \$100,000.00 in revenue for the Transit Fund.

CC #: 8680

File #: 0721

CONTACT: Helen Dyda 916-774-5443 hdyda@roseville.ca.us

7.10. Youth Services Officers - Memorandum of Understanding

Memo from Social Services Administrator Bridgette Dean and Police Chief Daniel Hahn recommending Council adopt RESOLUTION NO. 17-357 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT REGARDING YOUTH SERVICES OFFICERS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Police Department assigns sworn police officers as youth services officers to the District's three comprehensive school campuses in Roseville - Oakmont High School, Roseville High School and Woodcreek High School. The City's cost for providing youth service officers for the nine-month school year is approximately \$109,145.00 per officer for salary and benefits and \$16,157.00 for vehicle costs, for a total of \$375,906.00. The high school district has agreed to offset that cost by \$146,400.00. The net cost to the City is approximately \$227,506.00 and funding has been included in the Police Department's General Fund budget.

CC #: 8688

File #: 0323

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

7.11. Permits System, Payment Processing Services - Master Agreement

Memo from Information Technology Program Manager Art Vogtlin and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 17-360 APPROVING APPLICATION SERVICES MASTER AGREEMENT NO. D-630, BY AND BETWEEN THE CITY OF ROSEVILLE AND OFFICIAL PAYMENTS CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This contract with Official Payments Corporation for Accela permit payment processing services is for an initial period of five years and the estimated transaction fee savings to citizens and businesses would be \$4,675.00. There is no fiscal impact to the City's General Fund.

CC #: 8696

File #: 0800-02

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

7.12. Housing Inspection Program - Professional Services Agreement

Memo from Housing Manager Danielle Foster and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-356 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SACRAMENTO NEIGHBORHOOD HOUSING SERVICES, INC. DBA NEIGHBORWORKS HOMEOWNERSHIP CENTER SACRAMENTO REGION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This agreement includes completion of program inspection, project scoping, bidding, and construction oversight tasks related to the City's Owner-Occupied Rehabilitation and First-Time Homebuyer Loan Programs. This contract will not exceed \$37,800.00 and will be funded through housing program funding only, including federal HOME and Community Development Block Grant sources. This contract will not impact the General Fund.

CC #: 8686

File #: 0709

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

7.13. Roseville Main Library Accessible Restroom Update Phase 2 - Notice of Completion

Memo from Project Coordinator Charlie Fralick and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-348 ACCEPTING THE PUBLIC WORK KNOWN AS THE ROSEVILLE MAIN LIBRARY ACCESSIBLE RESTROOM UPDATE, PHASE 2, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE CENTRAL SERVICES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council accept the Notice of Completion for the Roseville Main Library Accessible Restroom Update Phase 2. The total cost of the construction contract was \$147,840.00. The project was funded under the Library Public Building Capital Improvement Project fund.

CC #: 8676

File #: 0716-01

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

7.14. Street Closure Request - Hot Pink Fun Run - September 24, 2017

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-349 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND PLACER BREAST CANCER FOUNDATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests street and parking lot closures from 4:00 a.m. – 12:00 p.m. on Sunday, September 24, 2017 for the annual Hot Pink Fun Run. The streets to be closed are identified in the staff report. All costs associated with this event for City services will be reimbursed by the applicant.

CC #: 8677

File #: 0109-02

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

7.15. Street Closure Request - Polish American Festival - September 9, 2017

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-351 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND POLISH AMERICAN CLUB OF SACRAMENTO, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests the closure of Berkeley Avenue from Main Street to North Grant Street on Saturday, September 9, 2017 for the 28th Annual Polish American Festival event. The closure time will be 7:00 a.m. – 10:00 p.m. All costs associated with this event for City services will be reimbursed by The Polish American Club of Greater Sacramento.

CC #: 8679

File #: 0109-02

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

7.16. Street Closure Request - Oktoberfest Event - October 21, 2017

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-350 APPROVING THE CLOSING OF CERTAIN STREETS FOR CITY SPONSORED OKTOBERFEST AND FARMERS MARKET IN THE VERNON STREET TOWN SQUARE. Staff requests street closures for the annual Oktoberfest and weekly Farmers Market events on Saturday, October 21, 2017. Street closures included are South Grant Street between Oak Street and Vernon Street from 7:00 a.m. - 7:00 p.m.; and Vernon Street between South Grant and East Washington Boulevard from 7:00 a.m. - 2:00 p.m. The anticipated expense for this event is \$11,965.00 with an expected revenue from ticket sales in the amount of \$21,000.00. If the ticket sales goal is met, this event is projected to

net \$8,673.00. Proceeds from this event benefit City of Roseville at-risk youth programs. This amount is included in the approved Parks, Recreation & Libraries FY2017-18 Department budget.

CC #: 8678

File #: 0109-02

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

Ordinances (for second reading and adoption)

7.17. Second Reading - Municipal Code Amendment - Marijuana Regulations

ORDINANCE NO. 5862 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 19.62.010, 19.62.020, 19.62.030, 19.62.040 OF CHAPTER 19.62 AND AMENDING SECTIONS 19.63.010, 19.63.020, 19.63.030, 19.63.040, 19.63.050, 19.63.060, 19.63.070 OF CHAPTER 19.63 OF TITLE 19 ROSEVILLE MUNICIPAL CODE REGARDING MARIJUANA CULTIVATION, DISPENSARIES, AND USE, for second reading and adoption.

CC #: 8698

File #: 0800-06

CONTACT: Greg Bitter 916-744-5294 gbitter@roseville.ca.us
Joseph Speaker 916-774-5329 jspeaker@roseville.ca.us

7.18. Second Reading - West Roseville Specific Plan Fiddymont Ranch - Development Agreement Amendment

ORDINANCE NO. 5863 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A SEVENTH AMENDMENT TO DEVELOPMENT AGREEMENT REGARDING THE WEST ROSEVILLE SPECIFIC PLAN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, for second reading and adoption.

CC #: 8700

File #: 0400-04-09-1

CONTACT: Ron Miller 916-774-5282 rmiller@roseville.ca.us

Reports / Requests

7.19. City of Roseville Annual Swap Reporting Requirements FY17

Memo from Financial Analyst Vanessa Lieberman and Chief Financial Officer Jay Panzica recommending Council accept the informational report on the performance of the Roseville Electric Department Swaps for FY2017. Since their inception, the fiscal impact of the swaps for the Electric system has been over \$9.9 million in savings over a fixed-rate bond issue.

CC #: 8683

File #: 0202

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

7.20. League of California Cities - Voting Delegate Annual Conference 2017

Memo from Government Relations Administrator Mark Wolinski and Public Affairs and Communications Director Megan MacPherson seeking Council's direction regarding the naming of Councilmember John Allard as the voting delegate for the League of California Cities business meeting of the General Assembly. The annual conference is being held September 13-15, 2017 at the Sacramento Convention Center. The annual business meeting will be held at noon on Friday, September 15, 2017 when the membership takes action on Conference resolutions. Registration is approximately \$650.00 for the delegate and the funds were approved in the City Council's FY2017-18 budget.

CC #: 8687

File #: 0102-12

CONTACT: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

7.21. Out of State Travel Request - Fire Department

Memo from Fire Inspection Supervisor Rob Arnett and Fire Chief Rick Bartee recommending Council approve out-of-state travel for Fire and Environmental Safety Inspector II, Emily Richter to attend the National Fire Academy course "Evaluating Performance-Based Designs" September 16 - 23, 2017, in Emmitsburg, Maryland. This six-day course is designed to provide the student with fundamental knowledge, skills, and abilities to assess performance-based fire-safe building designs that employ sophisticated engineering and computer modeling techniques. All expenses with the exception of the \$472.00 meal per diem will be reimbursed by the National Fire Academy.

CC #: 8685

File #: 0600-02

CONTACT: Rob Arnett 916-774-5827 rarnett@roseville.ca.us

Ceremonial Documents

7.22. Proclamation - Women's Equality Day

Proclaim August 26, 2017 as Women's Equality Day and encourage all citizens to commend and support women in their organizations and activities, as well as recognize them for their accomplishments that so many women fought so hard to achieve.

CC #: 8673

File #: 0102-06

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

7.23. Resolution of Commendation and Appreciation to Mike Wardell

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

CC #: 8674

File #: 0102-10

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

7.24. Resolution of Commendation and Appreciation to Ellie Ramsey

Ellie Ramsey be commended for her outstanding service and dedication to military veterans and their families, and congratulated for her many accomplishments with the Placer Veterans Stand Down.

CC #: 8701

File #: 0102-10

CONTACT: Marissa Ramos 916-774-5265 Mramos@roseville.ca.us

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Retired Annuitant 180 Day Wait Period Exception

Memo from Human Resources Manager Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 17-346 APPROVING A RESOLUTION FOR EXCEPTION TO THE 180-DAY WAIT PERIOD GOVERNMENT CODE SECTIONS 7522.56 & 21224. This resolution would allow retiring Power Supply and Portfolio Administrator, Mike Wardell, to be rehired as an annuitant, without waiting the 180 days after retirement waiting period. Mike would be brought back due to his specialized skills to provide consulting support until completion of the Roseville Electric's Integrated Resource Plan project. The total fiscal impact to the Electric Utility would be a maximum of \$48,964.00.

CC #: 8671

File #: 0600

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

Human Resources Director Gayle Satchwell made the presentation to Council.

Assistant Electric Utility Director Todd White continued the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by Scott Alvord, to adopt RESOLUTION NO. 17-346 APPROVING A RESOLUTION FOR EXCEPTION TO THE 180-DAY WAIT PERIOD GOVERNMENT CODE SECTIONS 7522.56 & 2.224. The Motion Passed.

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

8.2. Congestion Mitigation and Air Quality Grant Applications for the FY2020-22 Two-year Funding Cycle

Memo from Principal Engineer Jason Shykowski and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-347 AUTHORIZING STAFF TO SUBMIT APPLICATIONS FOR CONGESTION MITIGATION AND AIR QUALITY (CMAQ GRANT FOR FY 2020-2022 FUNDING CYCLE. This is a request of Council to approve a resolution authorizing staff to submit applications for \$4,390,109.00 of Congestion Mitigation Air Quality Improvement Program (CMAQ "fair share" grant funds, and authorize the reallocation of previously awarded CMAQ grant funds to help construct the Downtown Bridges Phase 1, Downtown Main Pedestrian Bridge, Washington/All America City Roundabout, and the Dry Creek Greenway Bike Trail projects. These projects will be funded with CMAQ and other grant and non-General Fund sources. No General Funds will be used for these project.

CC #: 8672

File #: 0214

CONTACT: Jason Shykowski 916-746-1300 jshykowski@roseville.ca.us

Principal Engineer Jason Shykowski made the presentation to Council.

No public comment received.

Motion by John Allard, seconded by Tim Herman, to adopt RESOLUTION NO. 17-347 AUTHORIZING STAFF TO SUBMIT APPLICATIONS FOR CONGESTION MITIGATION AND AIR QUALITY (CMAQ) GRANT FOR FY 2020-2022. The Motion Passed.

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

9. ORDINANCES

9.1. Fiscal Year 2017-18 Budgeted Positions

Memo from Human Resources Manager Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5860 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5858, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "N" TO BE EFFECTIVE AUGUST 19, 2017, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5861 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5857, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "H" TO BE EFFECTIVE AUGUST 19, 2017, AS AN URGENCY MEASURE. Staff is requesting Council to approve the addition of Senior Interpretive Services Specialist on the Local 39 salary schedules and the reduction in salary for the Police Chief on the Management salary schedules. Staff also recommends adding a .25 Office Assistant allocation in the Public Works Department. In addition, staff is recommending adding one Senior Engineer in the Development Services Department and one Senior Interpretive Services Specialist in the Environmental Utilities Department. Both these positions will be filled through a

promotional recruitment process with the resulting vacant positions being eliminated. The fiscal impact has already been included in the FY2018 budget.

CC #: 8670

File #: 0600-01

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

Human Resources Director Gayle Satchwell made the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by Bonnie Gore, to adopt ORDINANCE NO. 5860 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5858, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "N" TO BE EFFECTIVE AUGUST 19, 2017, AS AN URGENCY MEASURE; and, adopt ORDINANCE NO. 5861 OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5857, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "H" TO BE EFFECTIVE AUGUST 19, 2017, AS AN URGENCY MEASURE. The Motion Passed.

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

10. PUBLIC HEARING

10.1. Update of Various Planning Entitlement Fees

Memo from Administrative Analyst Jeannine Thrash and Chief Financial Officer Jay Panzica recommending Council adopt RESOLUTION NO. 17-345 ADOPTING PLANNING ENTITLEMENT FEES, EFFECTIVE OCTOBER 15, 2017 THROUGH JUNE 30, 2018. The City recently completed a study to identify the cost of providing various user and regulatory fee-related services. As part of the study, a consolidated schedule of fees was prepared. The schedule of fees identifies services provided by the City and the amounts charged for providing these services. The fiscal impact of the proposed fee changes is approximately \$25,000.00 in additional revenue.

CC #: 8692

File #: 0215 & 0800-06

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

Mayor Rohan opened the public hearing.

Chief Financial Officer Jay Panzica made the presentation to Council.

Terry Madsen, President of Clearsource Financial Consulting, continued the presentation to Council.

Not public comment received.

Mayor Rohan closed the public hearing.

Motion by Tim Herman, seconded by Susan Rohan, to adopt RESOLUTION NO. 17-345 ADOPTING PLANNING ENTITLEMENT FEES, EFFECTIVE OCTOBER 15, 2017. The Motion Passed.

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

10.2. Appeal of VillaSport Athletic Club and Spa

Memo from Associate Planner Lauren Hocker and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-362 CERTIFYING A FINAL ENVIRONMENTAL IMPACT REPORT RELATING TO THE VILLA SPORT ATHLETIC CLUB AND SPA PROJECT, ADOPTING FINDINGS OF FACT, ADOPTING MITIGATION MEASURES, AND ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM. This request includes a Conditional Use Permit to allow an outdoor sports and recreation use in the Community Commercial zone and a Design Review Permit to allow the construction of an 88,000-square-foot, two-story fitness facility that includes a 50,000-square-foot outdoor area, and associated parking lot, landscaping, and lighting. Outdoor amenities include a pool area with two swimming pools (one with 26-foot slides, whirlpools, a café, a play area with play structures, and an artificial turf field. The proposed operating hours for the facility are from 5:00 am to 11:00 pm, seven days a week. This project is funded by the applicant and will not have a negative effect on the City's General Fund.

CC #: 8693

File #: 0400-04-04-1

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

Mayor Rohan opened the public hearing.

City Attorney Bob Schmitt summarized proposed actions and process and stated public comment on the item had been closed at previous hearing.

Development Services Director Kevin Payne made the presentation to Council.

Associate Planner Lauren Hocker continued the presentation to Council.

Mayor Rohan closed the public hearing.

Motion by Bonnie Gore, seconded by John Allard, Deny the appeal and adopt RESOLUTION NO. 17-362 CERTIFYING A FINAL ENVIRONMENTAL IMPACT REPORT RELATING TO THE VILLASPORT ATHLETIC CLUB AND SPA PROJECT, ADOPTING FINDINGS OF FACT, ADOPTING

MITIGATION MEASURES, AND ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM. The Motion Passed.

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

11. COUNCIL / STAFF / REPORTS/ COMMENTS

American Airlines Editorial - Councilmember Alvord spoke on full page Advantage Roseville ad in the American Airlines flight magazine.

Sacramento Police Chief Daniel Hahn Swearing-In - Councilmember Alvord reported on attendance.

Roseville Police Chief James Maccoun Swearing-In - Vice Mayor Gore announced event to be held on August 17, 2017 at 3:00 p.m. at the Roseville Theater.

12. ADJOURNMENT

Motion by Tim Herman, seconded by John Allard, to adjourn the meeting at 8:00 p.m. The Motion Passed.

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

Susan Rohan, Mayor

Sonia Orozco, City Clerk



MINUTES

September 6, 2017

CITY COUNCIL WORKSHOP

6:00 p.m.

Civic Center Meeting Rooms 1 & 2

311 Vernon Street

Roseville, California

1. CALL TO ORDER

Mayor Susan Rohan called the September 6, 2017 City Council Workshop to order at Civic Center Meeting Rooms 1 & 2 at 6:00 p.m.

2. ROLL CALL

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

Silent Roll Call - Present: Gore, Alvord, Herman, Allard, Rohan

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was held over until the regular meeting at 7:00 p.m.

4. MEETING PROCEDURES

Mayor Susan Rohan spoke on workshop format.

5. PUBLIC COMMENTS

No public comment received.

6. WORKSHOP

6.1. Council Policies for Consideration

- A. Meeting Purpose (Mayor Rohan / Jensen)
- B. City Council Compensations / Reimbursements (Mayor Rohan / Jensen)
- C. Media Contact / Social Media / Speaking Engagements / Correspondence (Mayor Rohan / Schmitt)
- D. State of City Address (Mayor Rohan)
- E. Council Assignments and Participation on Community / Private Boards (Mayor Rohan)
- F. Workshop Attendance (Mayor Rohan)
- G. City Council Agenda Review (Mayor Rohan)
- H. Allocation of Discretionary Funds (Mayor Rohan / Robles)

CC #: 8703

File #: 0102

CONTACT: Rob Jensen 916-774-5362 rjensen@roseville.ca.us

Mayor Susan Rohan introduced the continuation of the Council Policies for Consideration workshop.

E. Council Assignments and Participation on Community/Private Boards:

Mayor Susan Rohan presented information on Council assignments and participation on community/private boards.

Discussion occurred on how to ensure that Council is represented on JPA's, outside boards, commissions, and ad-hoc committees. A suggestion was made that a process be implemented in order to ensure the alternate is notified as soon as possible if the primary member cannot attend the meeting.

City Attorney Bob Schmitt addressed Council on laws prohibiting members from sitting on two elected boards. Information was also provided on the potential conflict of interest of members serving on private or neighborhood boards, stating due process difficulties.

Councilmember John Allard spoke that onboarding of new council should include training on conflicts.

Vice-Mayor Bonnie Gore reported her assignments conflict with each other as her representation on the Northern California Power Agency, South Placer Wastewater Authority, and the Law & Regulation Committee sometimes occur on the same days.

Councilmember Scott Alvord requested a calendar of auxiliary meetings a year in advance in order to avoid conflicting meetings or work obligations.

No public comment received.

Action item(s):

Consensus of Council that primary member must email alternate and copy City Manager Rob Jensen if primary member cannot attend meeting. If necessary, City Manager Rob Jensen will be available to brief alternate member prior to meeting.

Training on potential conflicts of sitting or representing other boards will be part of new member onboarding.

Mayor Susan Rohan and City Clerk Sonia Orozco will overview list that was previously created which lists meeting dates in order to avoid overlapping assignments in the future, and create a calendar.

F. Workshop Attendance:

Mayor Susan Rohan introduced the workshop attendance topic.

City Council Workshop attendance was discussed and it was explained the current practice is for staff to take direction on setting workshops from City Manager Rob Jensen or City Attorney Bob Schmitt, and for staff to work on finding a date that a quorum of the Council can be present.

No public comment received.

Action item: Staff will poll Council prior to scheduling workshops in order to determine when all councilmembers can be present.

G. City Council Agenda Review:

Mayor Susan Rohan presented information on City Council agenda review.

Overview by Mayor Susan Rohan covered the following:

- Reviews include the Mayor or the Vice-Mayor if the Mayor is not available
- Mayor or Vice-Mayor facilitate meeting and key to chairing a good meeting is to make sure the council is ready to hear an item, which inherently implies the public and stakeholders are also ready for the item to be heard
- The City Manager and Mayor (or Vice-Mayor) meet on the Wednesday prior to a council meeting at 4:00 p.m. and review consent calendar items to ensure that something that may be planned for consent would be better heard with full Council discussion
- Joint decisions can be made to postpone an item; however, the review is not a tool to keep decisions from being heard by the Council
- Currently there is no way to know about this obligation as it isn't written anywhere
- In the future, any Mayor or Vice-Mayor or City Manager could just stop performing the practice
- How do we ensure agenda review goes on in the future?

No public comment received.

Action item: Consensus to memorialize agenda review process.

H. Allocation of Discretionary Funds:

Mayor Susan Rohan requested Economic Development Director Chris Robles present information on allocation of discretionary funds.

Possibilities of distribution of funds included the following:

- Council to decide on how funds are distributed without requests using ranking preferences
- Leaving process status-quo

Members agreed flexibility is necessary and groups that come multiple years create challenges with the limited funding.

Council discussed that requestors submit requests for funding through the Grants Commission process. If awarded grant, no funding should be provided from Discretionary funds. If denied, why? Information and ranking from Grants Commission helpful. More detailed information in council communication to explain on how money would be used and, effectiveness of donation.

No public comment received.

Action item: Staff will develop checklist for those who apply in order to provide meaningful information to Council.

7. COUNCIL / STAFF / REPORTS/ COMMENTS

No Council /Staff /Reports or comments made.

8. ADJOURNMENT

Motion by Tim Herman, seconded by John Allard, to adjourn the workshop at 6:55 p.m. The Motion Passed.

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

Susan Rohan, Mayor

Sonia Orozco, City Clerk



MINUTES

September 6, 2017

CITY COUNCIL MEETING HOUSING AUTHORITY MEETING

7:00 p.m.

City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

Mayor Susan Rohan Called the September 6, 2017 City Council/Housing Authority meeting to order at 7:00 p.m.

2. ROLL CALL

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

Present: Allard, Alvord, Herman, Gore, Rohan

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Susan Rohan.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PUBLIC COMMENTS

Richard Tepolt - Spoke to concerns regarding hiring practices regarding Roseville Fire Department.

Robin Hall - Spoke to concerns regarding homeless issues adjacent to her property.

6. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Tim Herman, seconded by Scott Alvord, to drop item 6.30 from the agenda and remove item 6.33 from the Consent Calendar to be discussed separately and that the remaining items be approved as recommended. The Motion Passed.

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

Bids / Purchases / Services

6.1. Power Plant Crane Engineering, Fabrication, and Installation – Service Agreement

Memo from Power Generation Superintendent Matt Garner and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-364 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND GP CRANE & HOIST SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703524). This item requests approval of a service agreement with GP Crane & Hoist Services for overhead bridge crane engineering, fabrication, and installation services for the Roseville Energy Park. Total cost of the service will not exceed \$65,714.00. Funding is included in the Electric Operations Fund budget for FY2017-18.

CC #: 8709

File #: 0800-03

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

6.2. Padmount Capacitor Banks (RFQ 01-3029) - Purchase Order Renewal

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-374 APPROVING A PURCHASE ORDER BETWEEN THE CITY OF ROSEVILLE AND SCOTT ENGINEERING, INC. Staff recommends Council adopt a resolution to approve the renewal of purchase orders to Scott Engineering, Inc. for padmount capacitor banks. The purpose of capacitor banks is to provide voltage support for the electric system. The estimated annual cost is \$125,000.00, or not to exceed department budgeted amounts. Funding is included in the Electric Department's FY2017-18 budget. Staff requests authorization to renew without further Council approval.

CC #: 8721

File #: 0203-07

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

6.3. Raychem Gelports (RFQ 01-3028) - Purchase Order Renewal

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-373 APPROVING A PURCHASE ORDER BETWEEN THE CITY OF ROSEVILLE AND ONESOURCE DISTRIBUTORS. Staff recommends Council adopt a resolution to approve the renewal of purchase orders to OneSource Distributors for raychem gelport submersible secondary connectors. Raychem gelports are provided and installed by Roseville Electric in residential sub-divisions. The estimated annual cost is \$35,000.00, or not to exceed budgeted department amounts. Funding is included in the Electric Department's FY2017-18 budget. Staff requests authorization to renew without further Council approval.

CC #: 8720

File #: 0203-07

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

6.4. Water Meter - Sole Source Purchase Order

Memo from Water Utility Manager Jim Mulligan and Environmental Utilities Director Richard Plecker recommending Council approve a sole source purchase order with the regionally-authorized Sensus water meter dealer Golden State Flow Measurement for the annual purchase of Sensus water meters. The City standardized on Sensus water meters by Council action in 1990. The \$450,000.00 agreement is planned for in FY2018 Water Division budget.

CC #: 8747

File #: 0203-09

CONTACT: Jim Mulligan 916-774-5668 jmulligan@roseville.ca.us

6.5. Faulted Circuit Indicators (RFQ 2095) - Purchase Order Renewal

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-378 APPROVING A PURCHASE ORDER BETWEEN THE CITY OF ROSEVILLE AND ONESOURCE DISTRIBUTORS. Staff recommends Council approve the renewal of purchase orders to OneSource Distributors for faulted circuit indicators. The purpose of the faulted circuit indicator is to provide a visual indication as to where high-voltage short circuits have occurred. The estimated annual cost is \$80,000.00, or not to exceed budgeted department amounts. Funding is included in the Electric Department's FY2017-18 budget. Staff requests authorization to renew without further Council approval.

CC #: 8725

File #: 0203-07

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

6.6. Decorative Street Lights, Poles and Bases (RFQ 01-3057) - Purchase Order

Renewal

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-385 APPROVING A PURCHASE ORDER BETWEEN THE CITY OF ROSEVILLE AND AZCO SUPPLY, INC. The Electric Department has a recurring requirement for decorative street lights, poles and bases that are provided and installed by Roseville Electric in new residential sub-divisions and the developers reimburse the City. The estimated annual cost is \$600,000.00, or not to exceed budgeted department amounts. Funding is included in the Electric Department's FY2017-18 budget. Staff requests authorization to renew without further Council approval.

CC #: 8734

File #: 0203-07

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

6.7. Traffic Signal Cameras (RFQ 01-3086) - Purchase Order Renewal

Memo from Buyer Tiffany Valdez and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-367 APPROVING A PURCHASE ORDER BETWEEN THE CITY OF ROSEVILLE AND CONTROL TECH WEST, INC. Staff recommends Council approve the renewal of purchase orders to Control Tech West, Inc. for the purchase of traffic signal cameras. The Public Works Department monitors traffic conditions throughout the City. The estimated annual cost is \$140,000.00 or not to exceed budgeted department amounts. Funding is included in the Public Works Department's Traffic Signal Rehab Project FY2017-18 budget. Staff requests authorization to renew without further Council approval.

CC #: 8712

File #: 0203-13-02

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

Resolutions

6.8. Westpark Phase 4, Village W-18C - Certificate of Completion

Memo from Construction Inspector Keith Litts and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-380 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WESTPARK - PHASE 4, VILLAGE W-18C PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 8728

File #: 0400-04-09-1

CONTACT: Keith Litts 916-517-7598 klitts@roseville.ca.us

6.9. Westpark Phase 4 Village W-19B - Certificate of Completion

Memo from Construction Inspector Keith Litts and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-381 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WESTPARK PHASE 4 VILLAGE W-19B PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 8729

File #: 0400-04-09-1

CONTACT: Keith Litts 916-517-7598 klitts@roseville.ca.us

6.10. Westbrook - Phase 1 Village 6 - Certificate of Completion

Memo from Construction Inspector Keith Litts and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-383 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WESTBROOK - PHASE 1 VILLAGE 6 PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 8731

File #: 0400-04-12-01

CONTACT: Keith Litts 916-517-7598 klitts@roseville.ca.us

6.11. Westpark Phase 4 - Maintenance Agreement

Memo from Associate Engineer Matt Todd and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-365 APPROVING A MAINTENANCE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND LENNAR HOMES AND PULTE HOME COMPANY, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This maintenance agreement between the City,

Lennar Homes of CA, Inc., and Pulte Home Company, LLC is for the maintenance of a temporary drainage basin located in Westpark Phase 4 of the West Roseville Specific Plan on parcel W-21 owned by Pulte Home Company to be jointly maintained by Lennar Homes of CA and Pulte Land Company. This item is funded by the project developers and will have no impact to the City's General Fund.

CC #: 8710

File #: 0400-04-09-1

CONTACT: Matthew Todd 916-774-5562 mtodd@roseville.ca.us

6.12. Westpark Phase 4 - Deferred Improvement Agreement

Memo from Engineering Technician Robert Medina and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-382 APPROVING A DEFERRED IMPROVEMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND PULTE HOME COMPANY, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This deferred improvement agreement between the City and Pulte Home Company, LLC is for the construction of public improvements being deferred as part of Westpark - Phase 4 North, Westbrook Boulevard & Brookstone Drive project. This item will have no impact to the City's General Fund as the ultimate cost of improvements will be born by the developer.

CC #: 8730

File #: 0400-04-09-1

CONTACT: Robert Medina 916-774-5517 rmedina@roseville.ca.us

6.13. Schools and Parks Sites - Joint Use Agreement

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-392 APPROVING A MASTER AGREEMENT FOR JOINT USE OF SCHOOL/PARK SITES, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE CITY SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the Master Joint Use Agreement for shared use of indoor and outdoor facilities at school sites adjacent to parks between the City and Roseville City School District. By so doing, the administration and coordination of use is streamlined and implementation is more consistent. Funding has been included in the approved Parks, Recreation & Libraries FY2017-18 budget so there is no new impact to the General Fund.

CC #: 8745

File #: 0704

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

6.14. Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Project – Professional Services Agreement

Memo from Senior Engineer George Hanson and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-387 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BROWN AND CALDWELL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of a Professional Services Agreement to Brown and Caldwell in the amount of \$6,389,350.00 to provide construction management services for the Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Project. Funding for this work is provided under the capital improvement projects for the South Placer Wastewater Authority (SPWA) and has been authorized by the SPWA board.

CC #: 8737

File #: 0900-02-02-1

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

6.15. Sanitary Survey Update of the American River Watershed Area - Memorandum of Understanding

Memo from Water Utility Manager Jim Mulligan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-375 APPROVING A MEMORANDUM OF UNDERSTANDING REGARDING CONTRACTING AND APPORTIONMENT OF COSTS FOR A SANITARY SURVEY UPDATE OF THE AMERICAN RIVER WATERSHED AREA AND RELATED ACTIVITIES AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The State Water Resources Control Board, Division of Drinking Water, requires all water purveyors to conduct a watershed sanitary survey every five years. The purpose of the study is to identify areas of potential contamination and implement necessary measures. Roseville's cost share of \$17,408.00 is planned for in the FY2018 Water Operations budget.

CC #: 8722

File #: 0800-02

CONTACT: Jim Mulligan 916-774-5668 jmulligan@roseville.ca.us

6.16. Shadowbrook Lift Station and Force Main Phase 1 - Notice of Completion

Memo from Associate Engineer Edward Winston and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-371 ACCEPTING THE PUBLIC WORK KNOWN AS THE SHADOWBROOK LIFT STATION AND FORCE MAIN PHASE 1 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of the Notice of Completion for the Shadowbrook Lift Station and Force Main Phase 1 Project. The total cost of the construction contract including all changes orders was \$677,234.75. The project was funded under the Wastewater Rehabilitation Fund.

CC #: 8717

File #: 0900-02

CONTACT: Edward Winston 916-774-5566 ewinston@roseville.ca.us

6.17. Dry Creek Wastewater Treatment Plant Sewer Collection System and Influent Pump Station Hydraulics Investigation - Professional Services Agreement

Memo from Senior Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-386 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WATER WORKS ENGINEERS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of a professional services agreement with Water Works Engineers for the Dry Creek Wastewater Treatment Plant Sewer Collection System and Influent Pump Station Hydraulics Investigation. This project will address surcharging issues in the collection system related to intense storm events. Total cost of this project is \$47,448.00. Funding is included in the approved FY2017-2018 Wastewater Operations budget.

CC #: 8736

File #: 0900-02-02-1

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

6.18. West Side Tank and Pump Station - Professional Design Services Agreement Amendment

Memo from Senior Engineer George Hanson and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-366 APPROVING A FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND WEST YOST & ASSOCIATES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of the First Amendment to the Professional Design Services Agreement with West Yost Associates to provide additional engineering services to support construction of the West Side Tank and Pump Station Phase 1 Project. The Amendment increases the previous contract amount of \$167,812.00 by \$46,400.00 for a revised total contract cost of \$214,212.00. Funding for this work is provided under the existing capital improvement project budget for the West Side Tank and Pump Station which is funded through the Water Construction Fund.

CC #: 8711

File #: 0900-02

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

6.19. Legal Services Agreements

Memo from Paralegal Gretchen Hakala and City Attorney Robert Schmitt recommending Council adopt RESOLUTION NO. 17-376 APPROVING A LEGAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF

ROSEVILLE AND LIEBERT CASSIDY WHITMORE AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-377 APPROVING A LEGAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DUNCAN WEINBERG GENZER & PEMBROKE, P.C. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is recommending City Council approve two legal service agreements with outside law firms who have expertise with specific areas of the law. One Agreement for Legal Services is with Liebert Cassidy Whitmore for outside legal services as required to assist the City with personnel matters. The fiscal impact is unknown at this time but will be paid from the Human Resources Department 2017-18 budget for this fiscal year's expenditures. The second Agreement for Legal Services is with Duncan Weinberg Genzer & Pembroke, P.C. for outside legal services as required to assist the Roseville Electric with regulatory matters. The fiscal impact is unknown at this time but will be paid from the Electric Department 2017-18 budget for this fiscal year's expenditures.

CC #: 8723

File #: 0500-01

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

6.20. City Deferred Landscaping Agreement Amendment

Memo from Paralegal Gretchen Hakala and City Attorney Robert Schmitt recommending Council adopt RESOLUTION NO. 17-372 REPEALING RESOLUTION NO. 85-110, APPROVING A FORM OF DEFERRED LANDSCAPING AGREEMENT, AUTHORIZING THE DEVELOPMENT SERVICES DIRECTOR TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE AND AUTHORIZING THE CITY ATTORNEY TO MODIFY THE FORM AS NECESSARY. Resolution No. 85-110 authorized the Planning Director to execute Deferred Landscaping Agreements. The Planning Department has since reorganized and the City no longer has a Planning Director. Staff recommends adopting a new resolution which repeals Resolution No. 85-110, approves an amended Deferred Landscaping Agreement, authorizes the Development Services Director to execute Deferred Landscaping Agreements, and authorizes the City Attorney to modify the form as necessary. This will prevent staff from having to return to City Council every time there is a slight variation of the agreement. There is no fiscal impact related to this item.

CC #: 8719

File #: 0500

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

6.21. Sierra Vista Substation - Design-Build Construction Agreement

Memo from Senior Power Engineer Mitch Larkin and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-370 APPROVING A DESIGN-BUILD CONSTRUCTION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND WILSON UTILITY CONSTRUCTION COMPANY, AND AUTHORIZING THE CITY MANAGER

TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item is requesting Council approval and award of a Design-Build Construction Agreement with Wilson Utility Construction Company for the design and construction services for the Sierra Vista Substation Project with a Guaranteed Maximum Price of \$8,284,896.47. This is also requesting authorization for the Electric Utility Director or designee to approve and pay for contract change orders that could increase the contract amount by no more than 10%, or \$828,489.64, for a total of \$9,113,386.11. Funds are available in Electric's Capital Improvement Project Sierra Vista Substation Project for FY2017-18 and future FY2018-19 budget pending City Council approval.

CC #: 8716

File #: 0800-03

CONTACT: Mitch Larkin 916-746-1601 mlarkin@roseville.ca.us

6.22. Energy Storage Procurement Targets

Memo from Electric Resources Analyst David Saio and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-379 STATING THAT ENERGY STORAGE PROCUREMENT TARGETS ARE NOT APPROPRIATE AT THIS TIME FOR THE CITY OF ROSEVILLE. This resolution states that energy storage procurement targets remain inappropriate at this time for the City of Roseville because storage is not yet cost effective. It is intended to fulfill the regulatory requirement of AB 2514. There is no fiscal impact associated with this resolution.

CC #: 8726

File #: 0800-03

CONTACT: David Siao 916-746-1613 dsiao@roseville.ca.us

6.23. Power Management Services - Agreement Amendment

Memo from Electric Resources Analyst Petra Wallace and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-368 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ALLIANCE FOR COOPERATIVE ENERGY SERVICES POWER MARKETING LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This amendment removes Swap Data Repository Reporting Services from the scope of services in the agreement. There is no fiscal impact associated with the execution of the First Amendment.

CC #: 8708

File #: 0800-03

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

6.24. 6720 Stanford Ranch Road - Electrical Easement Abandonment

Memo from Electrical Engineering Technician Joey McKinney and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-389 ORDERING SUMMARY VACATION OF AN ELECTRICAL EASEMENT

AT STANFORD RANCH ROAD AND FIVE STAR DRIVE. This item requests approval to abandon one electrical utility easement located on commercial property at 6720 Stanford Ranch Road. No electrical facilities are in the easement. The property owner is now requesting abandonment of the easement. This request does not have a fiscal impact to the General Fund.

CC #: 8714

File #: 1001-02

CONTACT: Joey McKinney 916-774-5691 jmckinney@roseville.ca.us

6.25. Wireless Telecommunication Marketing Agreement

Memo from Information Technology Assistant Director Tom Pelster and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 17-397 APPROVING A WIRELESS MARKETING AGREEMENT BETWEEN CITY OF ROSEVILLE AND 5 BARS COMMUNITIES A DBA OF XG COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED FORMS ON BEHALF OF THE CITY OF ROSEVILLE. This agreement will establish a wireless master plan and aid in marketing City-owned assets for placement of commercial wireless telecommunication facilities on specified assets. 5 Bars will provide the services identified in the agreement at no cost to the City, however 5 Bars will receive compensation for each wireless facility license agreement negotiated between 5 Bars (representing the City, and the wireless telecommunication companies). The City will receive 65% and 5 Bars 35% of the revenue coming from new license agreements and the City shall receive 75% and 5 Bars 25% of the revenue coming from the addition of wireless telecommunications facilities added to the site of an existing City-owned wireless telecommunications facility (co-location).

CC #: 8741

File #: 0800-05

CONTACT: Tom Pelster 916-774-5166 tpelster@roseville.ca.us

6.26. Substation Communications System Upgrade and Service - Sole Source Service Agreement

Memo from Power Engineer Sonny Punzalan and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-390 APPROVING A SOLE SOURCE SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND GE GRID SOLUTIONS, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of a Sole Source Service Agreement with GE Grid Solutions, LLC, for the purchase of equipment and services to upgrade the existing substation communications system over three years starting FY2017-18 thru FY2019-20. It will be funded through the Rehab Communications Equipment CIP budget, to not exceed \$350,000.00 with a budget of \$234,000.00 for this FY2017-18.

CC #: 8754

File #: 0800-03

CONTACT: Sonny Punzalan 916-774-5698 apunzalan@roseville.ca.us

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

6.27. Municipal Code Amendment - Addition to Title 10 - Demonstration Equipment Prohibition

Memo from Police Captain Troy Bergstrom and Police Chief James Maccoun recommending Council introduce and adopt ORDINANCE NO. 5866 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING CHAPTER 10.46 TO THE ROSEVILLE MUNICIPAL CODE REGARDING DEMONSTRATION EQUIPMENT PROHIBITION, AND DECLARING THIS ORDINANCE TO BE EFFECTIVE SEPTEMBER 6, 2017 AS AN URGENCY ORDINANCE. The intent of this ordinance is to provide for public safety (for both the general public as well as demonstrators) at public demonstrations, rallies, or other public assemblies, by limiting the kinds of items that can be carried and possessed at the event. The ordinance prohibits equipment being carried into the demonstration to include clubs, pipes, metal stakes, wood, or lumber larger than the dimensions defined in the ordinance.

CC #: 8753

File #: 0323

CONTACT: Troy Bergstrom 916-774-5058 tbergstrom@roseville.ca.us

6.28. General Capital Improvement Project Rehab Fund - Budget Carry Forward - Budget Adjustment

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt ORDINANCE NO. 5864 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item will help complete two General Capital Improvement Project (CIP) Rehabilitation Fund projects approved in the FY2016-17 budget. The budget adjustment is for \$407,000.00 dollars which will carry forward from the General CIP Rehab Fund to the new Facilities Rehab Fund.

CC #: 8715

File #: 0201-01

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

6.29. Municipal Code Amendment - Electric Vehicle Charging Stations - Urgency Ordinance

Memo from Building Inspection Supervisor Jim Mangino and Development Services Director Kevin Payne recommending Council adopt ORDINANCE NO. 5865 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING CHAPTER 16.36 OF TITLE 16 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ELECTRIC VEHICLE CHARGING SYSTEMS AND DECLARING THIS ORDINANCE TO BE EFFECTIVE SEPTEMBER 6, 2017 AS AN URGENCY ORDINANCE. This is a request to approve an urgency ordinance addressing the permitting process for electric vehicle charging stations.

The purpose of the ordinance is to comply with Assembly Bill-1236, creating an expedited, streamlined permitting process for electric vehicle charging stations in the City of Roseville. This process will have no fiscal impact to the City's General Fund.

CC #: 8727

File #: 0800-06

CONTACT: Jim Mangino 916-774-5390 jmangino@roseville.ca.us

Reports / Requests

6.30. Bloomberg Philanthropies 2017 Mayors Challenge

Memo from Government Relations Administrator Mark Wolinski and Public Affairs & Communications Director Megan MacPherson recommending Council support an application from the City to participate in the Bloomberg Philanthropies 2017 Mayors Challenge. The Mayors Challenge has been designed to help hundreds of cities develop ideas that solve the most urgent problems facing cities today. If selected, the City would be one of 35 Champion Cities that would receive up to \$100,000.00 to test its ideas and build local support on how to address an urgent problem facing the City. Additionally, five cities with the best ideas will receive larger funding amounts to implement their ideas at scale. There is no financial impact associated with this action. Staff participation can be integrated into current work plans.

CC #: 8740

File #: 0214

CONTACT: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

Item dropped from the agenda.

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

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Chris Robles with an informational report on the Roseville Housing Authority Housing Choice Voucher Program. This report is for informational purposes only and has no impact on the City's General Fund.

CC #: 8724

File #: 0709-02-01

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

6.32. League of California Cities 2017 Annual Conference Resolutions

Memo from Public Affairs Administrator Mark Wolinski and Public Affairs & Communications Director Megan MacPherson recommending Council provide direction to the City's voting delegate regarding the City's positions on the League of California Cities resolutions being considered at their annual conference being held September 13-15, 2017 in Sacramento. There are two resolutions for consideration: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING UPON THE GOVERNOR AND LEGISLATURE TO ENTER INTO

DISCUSSION WITH THE LEAGUE AND OTHER PUBLIC SAFETY STAKEHOLDERS TO IDENTIFY AND IMPLEMENT STRATEGIES THAT WILL REDUCE THE UNINTENDED NEGATIVE IMPACTS OF EXISTING CRIMINAL LAW; and RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING LEGISLATION AMENDING GOVERNMENT CODE SECTION 38611 TO CLARIFY THE DEFINITION OF LOCAL CONTROL PROVIDING BROAD STATUTORY AUTHORITY FOR LOCAL OFFICIALS TO DETERMINE EMERGENCY SERVICE LEVELS AND DIRECT EMERGENCY MEDICAL RESPONSE WITHIN THEIR JURISDICTIONS. There is no financial impact associated with this action.

CC #: 8744

File #: 0106

CONTACT: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

Ceremonial Documents

6.33. Proclamation - Prostate Cancer Awareness Month

Proclaim September 2017 as Prostate Cancer Awareness Month and urge citizens and civic organizations to acquaint themselves with issues involved in Prostate Cancer Awareness.

CC #: 8735

File #: 0102-06

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

Item removed by Councilmember John Allard to speak to importance of awareness and speak to personal experience with prostate cancer.

Motion by John Allard, seconded by Tim Herman, to approve proclamation for Prostate Cancer Awareness Month. The Motion Passed.

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

6.34. Proclamation - Constitution Week

Proclaim September 17-23, 2017 as Constitution Week and encourage all citizens to reaffirm the ideals of the Framers of the Constitution by vigilantly protecting the freedoms guaranteed to all through the Constitution of the United States of America.

CC #: 8749

File #: 0102-06

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

END OF CONSENT CALENDAR

7. RESOLUTIONS

7.1. Indoor Sports and Events Center - Memorandum of Understanding

Memo from Assistant City Manager Dominick Casey and City Manager Rob Jensen recommending Council adopt RESOLUTION NO. 17-369 APPROVING A MEMORANDUM OF UNDERSTANDING AMONG THE CITY OF ROSEVILLE, PLACER VALLEY TOURISM AND PLACER VALLEY SPORTS COMPLEX, INC. REGARDING A NEW INDOOR SPORTS AND EVENTS CENTER AT THE PLACER COUNTY FAIRGROUNDS . This Memorandum of Understanding with Placer Valley Tourism and Placer Valley Sports Complex, Inc. relates to the City's issuance of bonds for a new indoor sports and events center to be owned and operated by Placer Valley Sports Complex, Inc. at the Placer County Fairgrounds. Any bonds issued would be considered limited obligations bonds secured by assessments generated by the Placer Valley Sports Complex and Tourism Marketing District and not any other funds of the City. Therefore, the action requested has no fiscal impact to the City's General Fund.

CC #: 8756

File #: 0704

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

Items 7.1, 7.2 and 7.3 presented concurrently.

Assistant City Manager Dominick Casey made the presentation to Council on item 7.1.

Motion by Bonnie Gore, seconded by Tim Herman, to adopt RESOLUTION NO. 17-369 APPROVING A MEMORANDUM OF UNDERSTANDING AMONG THE CITY OF ROSEVILLE, PLACER VALLEY TOURISM AND PLACER VALLEY SPORTS COMPLEX, INC. REGARDING A NEW INDOOR SPORTS AND EVENTS CENTER AT THE PLACER COUNTY FAIRGROUNDS. The Motion Passed.

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

7.2. Resolution Declaring Intention to Reimburse Expenditures Relating to its Proposed Sports Complex from the Proceeds of Tax-Exempt Obligations

Memo from Administrative Analyst Jeannine Thrash and Chief Financial Officer Jay Panzica recommending Council adopt RESOLUTION NO. 17-384 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE DECLARING INTENTION TO REIMBURSE EXPENDITURES RELATING TO FINANCING PROPOSED SPORTS COMPLEX FACILITIES FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS. In 2014 the City established the Placer Valley Sports Complex and Tourism Marketing District, which presently collects an assessment from local hotels to be used for marketing tourism. In 2015, the City Council adopted a resolution expressing its intent to issue assessment bonds (the

"Bonds") to finance Placer Valley Sports Complex Facilities, with Bond payments to be made from the assessments. In the case of the Placer Valley Sports Complex Facilities, work has begun and the Bonds have not yet been issued, yet both the City and the Placer Valley principals expect costs of the work to be reimbursed from the Bonds. This resolution constitutes approval of the issuance of the Bonds by the City for the purposes of meeting the IRS requirement enabling the reimbursement for prior expenditures. The reimbursement will be only from proceeds of the Bonds and is not a general obligation of the City. The approval of this resolution has no impact to the City's General Fund.

CC #: 8748

File #: 0206-10-01

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Jay Panzica 916-774-5320 jpanzica@roseville.ca.us

Items 7.1, 7.2 and 7.3 presented concurrently.

Chief Financial Officer Jay Panzica made the presentation to Council.

Motion by John Allard, seconded by Susan Rohan, to adopt RESOLUTION NO. 17-384 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE DECLARING INTENTION TO REIMBURSE EXPENDITURES RELATING TO FINANCING PROPOSED SPORTS COMPLEX FACILITIES FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS. The Motion Passed.

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

7.3. Placer Valley Sports Complex and Tourism Marketing District Financing

Memo from Administrative Analyst Jeannine Thrash and Chief Financial Officer Jay Panzica recommending Council adopt RESOLUTION NO. 17-391 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING ISSUANCE OF LIMITED OBLIGATION IMPROVEMENT BONDS, DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT AND APPROVING RELATED DOCUMENTS AND ACTIONS FOR THE PLACER VALLEY SPORTS COMPLEX AND TOURISM MARKETING DISTRICT. The proceeds, not to exceed \$38,000,000, will fund projects to be developed by Placer Valley Sports Complex, Inc., a 501(c)(3) corporation created for the design and construction of a state of the art sports and event facility of approximately 130,000 sq. feet capable of hosting various sporting events such as volleyball, wrestling, gymnastics, basketball as well as large scale meetings and trade shows. The first two years is considered the drawdown period which will have quarterly interest payments plus principal payments of \$250,000.00. After the drawdown period the bond will be amortized over the remaining term with quarterly equal, or level payments of principal and interest. The interest rate is estimated at 3.01%, but the actual interest rate will be fixed at closing. The debt service for the bonds will be secured by the recently formed District. Each quarter, the hotel assessment of \$6.50 per night (as of January 1, 2017) is remitted to the City. The upcoming debt service and any administration fees are deducted prior to the release of any

remaining funds to Placer Valley Sports Complex, Inc. There is no impact to the General Fund.

CC #: 8743

File #: 0206-10-01

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

Jay Panzica 916-774-5320 jpanzica@roseville.ca.us

Items 7.1, 7.2 and 7.3 presented concurrently.

Chief Financial Officer Jay Panzica made the presentation to Council.

David Fama - representing Jones Hall - continued the presentation to Council.

David Attaway - Placer Valley Tourism CEO - spoke in support, announced other Placer Valley Tourism board members, and spoke on economic impacts to Roseville.

Wendy Gerig - Roseville Area Chamber of Commerce - spoke in support.

Lamills Garrett - requested information on use of facilities for youth facilitation.

Motion by Bonnie Gore, seconded by Scott Alvord, to adopt RESOLUTION NO. 17-391 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING ISSUANCE OF LIMITED OBLIGATION IMPROVEMENT BONDS, DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT AND APPROVING RELATED DOCUMENTS AND ACTIONS FOR THE PLACER VALLEY SPORTS COMPLEX AND TOURISM MARKETING DISTRICT. The Motion Passed.

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

8. APPOINTMENTS

8.1. Appointments to Public Utilities Commission and Transportation Commission - Unscheduled Vacancies

Memo from Deputy City Clerk Kelly Adams and City Clerk Sonia Orozco recommending Council appoint (1) one individual to the Public Utilities Commission with a term ending June 30, 2019 from the following five (5) individuals who submitted an application for consideration: Brandon Baldwin, Clifford R. Haggenjos, Jr., Charles Kent McClain, Scott F. Miller, and Debra Sedwick; and, appoint one (1) individual to the Transportation Commission with a term ending December 31, 2020 from the following six (6) individuals that submitted an application for consideration: Brandon Baldwin, Nathan Fruin, Gary M. Gutowsky, Werner Kuehn, Ronald "Lewis" McGeorge, and Scott F. Miller. Both appointments are necessary to fill unscheduled vacancies.

CC #: 8732

File #: 0103 & 0103-09-02 & 0103-13-02

CONTACT: Kelly Adams 916-774-5264 kadams@roseville.ca.us

City Clerk Sonia Orozco made the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by Susan Rohan, to appoint Debra Sedwick to the Public Utilities Commission with a term ending June 30, 2019. The Motion Passed.

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

Motion by Bonnie Gore, seconded by Tim Herman, to appoint Brandon Baldwin to the Transportation Commission with a term ending December 31, 2020. The Motion Passed.

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

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Community Solar Pilot Project Agreements

Memo from Senior Energy Account Services Representative Mark Riffey and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-363 APPROVING A MASTER POWER PURCHASE AND SALE AGREEMENT, A CONFIRMATION LETTER AND A LAND LEASE AGREEMENT FOR THE COMMUNITY SOLAR PROJECT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CLEAN FOCUS RENEWABLES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests that City Council adopt a resolution authorizing the City Manager to execute three agreements with Clean Focus Renewables, Inc. pertaining to the Roseville Electric Utility's Community Solar project. The total cost of the energy purchased under these agreements is approximately \$4,019,286.00, to be paid over 25 years. Funds are available in the Electric Operations Fund, and will be budgeted in future fiscal years. The majority of the costs will be recollected from subscribers over the life of the project.

CC #: 8751

File #: 0800-03

CONTACT: Mark Riffey 916-746-1667 mriffey@roseville.ca.us

Electric Utility Director Michelle Bertolino made the presentation to Council.

Electric Customer Program Supervisor David Bradford continued the presentation to Council.

Byron Pactor - representing Optini Inc. - spoke in support and urged Council to approve project.

Jason Claiborne - Project Development Manager at Clean Focus - spoke in support and explained process and spoke on subcontractors involved if project is approved.

Jeremy Montgomery - Sunworks - spoke in support of project and stated community solar is where the State of California residents will move to in the future.

Justin LaBlanc - JLM Energy - spoke in support, spoke on long term value, and spoke on solar batteries.

Richard Tepolt - inquired why government should fund project as providing solar on homes should be an independent decision of the homeowner.

David Schweickert - Capital Valley Solar - made comments that community solar projects will make it cost prohibitive for his Roseville based solar rooftop company.

Motion by Tim Herman, seconded by Susan Rohan, to adopt RESOLUTION NO. 17-363 APPROVING A MASTER POWER PURCHASE AND SALE AGREEMENT, A CONFIRMATION LETTER AND A LAND LEASE AGREEMENT FOR THE COMMUNITY SOLAR PROJECT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CLEAN FOCUS RENEWABLES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

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

10. PUBLIC HEARING

10.1. West Roseville Specific Plan Village Center Project

Memo from Senior Planner Tricia Stewart and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-393 AMENDING THE TEXT OF THE WEST ROSEVILLE SPECIFIC PLAN FOR THE VILLAGE CENTER PROJECT; and adopt RESOLUTION NO. 17-394 AMENDING THE GENERAL PLAN TO CHANGE THE TEXT WITHIN THE LAND USE ELEMENT RELATED TO THE CITY'S HOUSING POLICY; and adopt RESOLUTION NO. 17-395 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATIONS ON CERTAIN PROPERTY IN THE CITY OF ROSEVILLE; and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE REZONING CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and introduce for first reading ORDINANCE ADOPTING AN EIGHTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND VC ROSEVILLE, LLC AS ASSIGNEE OF PL ROSEVILLE, LP, RELATIVE TO THE WEST ROSEVILLE VILLAGE CENTER PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The applicant

requests approval of a Rezone, General Plan Amendment, Specific Plan Amendment, and Development Agreement Amendment to allow for a reconfiguration of parcels and changes in land use and zoning for the West Roseville Specific Plan Village Center Parcels W-32, W-33 and W-54. Resulting zoning and land use would include commercial, parks, and medium density residential uses. This action has no significant impacts to the City's General Fund.

CC #: 8746

File #: 0400-04-09-1 & 0400-04-09-2

CONTACT: Tricia Stewart 916-774-5258 tstewart@roseville.ca.us

Mayor Susan Rohan opened the public hearing.

Planning Manager Kathy Pease introduced Senior Planner Tricia Stewart.

Senior Planner Tricia Stewart made the presentation to Council.

Marcus LoDuca - representing the applicant - spoke in support.

Loren Cook - President of the Fiddymont Farms Neighborhood Association - spoke in support and thanked applicant for including the neighbors in the process.

Father Cliff Haggenjos - St. John's Church - spoke in support.

Mayor Susan Rohan closed the public hearing.

Motion by Tim Herman, seconded by Susan Rohan, Confirm the Addendum to the WRSP Final Environmental Impact Report, adopt RESOLUTION NO. 17-393 AMENDING THE TEXT OF THE WEST ROSEVILLE SPECIFIC PLAN FOR THE VILLAGE CENTER PROJECT; and adopt RESOLUTION NO. 17-394 AMENDING THE GENERAL PLAN TO CHANGE THE TEXT WITHIN THE LAND USE ELEMENT RELATED TO THE CITY'S HOUSING POLICY; and adopt RESOLUTION NO. 17-395 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATIONS ON CERTAIN PROPERTY IN THE CITY OF ROSEVILLE; and adopt the findings and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE REZONING CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and adopt the findings and introduce for first reading ORDINANCE ADOPTING AN EIGHTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND VC ROSEVILLE, LLC AS ASSIGNEE OF PL ROSEVILLE, LP, RELATIVE TO THE WEST ROSEVILLE VILLAGE CENTER PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and authorize the City Clerk's Department to replace the legal description attached to the 8th Development Agreement Amendment after recordation of the final map; and direct staff to apply the money generated from the Community Benefit fees (for the additional 16 units) and the

fees as required by the existing Development Agreement (General Fund Contribution and Public Benefit fees) to be directed to park construction on Parcel W-54. The Motion Passed.

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

10.2. Roseville Solar 2.0 - Net Energy Metering Successor Program

Memo from Assistant Electric Utility Director Philip McAvoy and Electric Utility Director Michelle Bertolino recommending Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 14.24.020 AND 14.24.051 OF CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC UTILITIES. This item requests approval of the Roseville Solar 2.0 - Net Energy Metering Successor Program by which new solar customers would receive a credit at a buyback rate, which is calculated based upon the value of the electricity plus avoided costs, for all electricity sent to the utility. They will be billed at the prevailing retail rate for all electricity purchased from the utility, similar to non-solar customers.

CC #: 8750

File #: 0800-03

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

Mayor Rohan opened the public hearing.

Electric Utility Director Michelle Bertolino made the presentation to Council.

Assistant Electric Utility Director Philip McAvoy continued the presentation to Council.

Ed Murray - CEO of Aztec Solar and President of the California Solar Energy Industries Association - spoke in opposition and requested Council keep current costs.

Justin LaBlanc - JLM Energy, spoke on future proofing of the electric utility and use of solar batteries.

Miamigo Guirardo - Sun Run Solar, requested Council delay vote, and on concerns of inability to sell rooftop solar in Roseville.

Robert Cristophersen - spoke in opposition of one year wait period for approval to place rooftop solar in Roseville and on concern of carbon footprint.

Erica Schweickert - Capital City Solar - spoke on concerns to consumers if new net metering rates and requested extension on vote.

Dave Schweickert - Capital City Solar - spoke on concerns of decrease paid back to consumers and on hardship of selling rooftop solar in Roseville.

Kelly Knutsen - CALSEIA Senior Policy Advisor - thanked Roseville for conversations on solar, spoke on statistics on solar installations, and stated Roseville needs to work to make solar grow, and requested Council wait for smart meters to implement change.

Andy Russell - Capital City Solar - spoke in opposition and requested Roseville grow rooftop solar.

Mayor Rohan closed the public hearing.

Motion by Bonnie Gore, seconded by Tim Herman, to introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 14.24.020 AND 14.24.051 OF CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC UTILITIES. The Motion Passed.

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

11. COUNCIL / STAFF / REPORTS/ COMMENTS

Greater Sacramento Area Council Conversations Meeting - Councilmember Alvord reported on attendance.

Homeless Encampments Item - Vice-Mayor Gore requested future Council items for update on regulations and steps forward.

12. ADJOURNMENT

Motion by Tim Herman, seconded by Bonnie Gore, to adjourn the meeting at 10:11 p.m. The Motion Passed.

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

Susan Rohan, Mayor

Sonia Orozco, City Clerk



COUNCIL COMMUNICATION

CC #: 8772
File #: 0203-21

Title: Central Park Phase 3 Project – Reject all Bids
Contact: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

Meeting Date: 9/20/2017
Item #: 6.2.

RECOMMENDATION TO COUNCIL

Recommend Council reject all bids for the Central Park Phase 3 Project.

BACKGROUND

Central Park is a 20 acre city-wide park site located on Central Park Drive, Fairway Drive, and Highland Park Drive in the Highland Reserve North Specific Plan Area. The scope of work of the Phase 3 project included the installation of two ball fields, a gravel parking lot, concrete pathways, underground electrical conduits for future sports lights, landscaping and irrigation. In order to meet the budget constraints, additive alternatives were identified. These included installation of a restroom building, asphalt concrete paving of the parking lot, and additional landscape and irrigation.

City Council approved the project plans and specifications at the December 7, 2016 meeting. A total of 2 bids were received and were opened on January 17, 2017. The bid results and engineer's estimate are as follows:

Bidder	Total Lump Sum Bid
McGuire and Hester	\$2,283,000.00
Procida Landscape	\$2,735,700.00
Engineer's Estimate	\$1,462,268.00

Although there are sufficient funds in the Citywide Park Development Fund to fund construction of the phase 3 improvements, the maintenance of the park is a General Fund obligation. During the bid review period, concerns regarding increasing obligations on the General Fund were expressed. Since this park would be maintained using the General Fund, the award of this bid was placed on hold. Placing a formal bid on hold can occur for a stipulated amount of time and thereafter, if no decision can be made, must be formally rejected. As such, Staff recommends the rejection of all bids received for the Central Park Phase 3 Project.

FISCAL IMPACT

Funding for the park construction is provided through the Citywide Park Fund and was allocated in the FY2014/15 and FY2015/16 budgets. Maintenance of the park is funded from the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created with the rejection of all bids.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Rjahja Canlas - Park Development Analyst

Dion Louthan - Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-408

Central Phase 3 - Bid Summary Sheet

RESOLUTION NO. 17-408

REJECTING ALL BIDS FOR CENTRAL PARK PHASE 3 PROJECT

WHEREAS, the City of Roseville requested bids for the Central Park Phase 3 project in January, 2017; and

WHEREAS, two bids were received but were placed on hold due to concerns over funding of the maintenance of the project; and

WHEREAS, staff desires to reject all bids for the Central Park Phase 3 project and rebid the project at a future date;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that all bids for Central Park Phase 3 project are hereby rejected.

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

BID SUMMARY SHEET

RFQ# N/A

DATE: January 17, 2017

TIME: 3:05 PM

BID BOND REQUIRED: YES

BID OPENING FOR:
CENTRAL PARK PHASE 3 PROJECT



Bidders Name City, State	Bid Bond	Addendum 1	Addendum 2	Addendum 3	Addendum 4	Total Lump Sum Bid
Procida Landscape, Inc. Sacramento, CA	✓	✓	✓	✓	✓	2,735,700. ⁰⁰
McGuire Hester Sacramento, CA	✓	✓	✓	✓	✓	2,283,000. ⁰⁰

Please Sign-In

Staff	Visitors (Name & Company)	Visitors (Name & Company)
Mary Esquivel	Marcin Biernacki (McGuire and Hester)	
Rebe Carter	Grant Cassidy McGuire and Hester	
	Mike Condit's Procida Landscape, Inc.	



COUNCIL COMMUNICATION

CC #: 8764

File #: 0900-02 & 0201-01

Title: Well Destruction Project - Award of Contract and Budget Adjustment

Contact: Jose Lopez 916-774-5688 jlopez@roseville.ca.us

Meeting Date: 9/20/2017

Item #: 6.3.

RECOMMENDATION TO COUNCIL

Staff recommends City Council approve a budget adjustment and adopt a resolution authorizing the City Manager to execute a contract agreement with Clyde G. Steagall, Inc. in the amount of \$319,652.00 to complete the Well Destruction Project. Staff requests that City Council also authorize the Environmental Utilities Director or his designee to approve and pay for potential contract change orders up to 10% for this project that increase the contract's not-to-exceed amount by no more than \$31,965.00 for a not to exceed total contract amount of \$351,617.00.

BACKGROUND

Wells 1 (circa 1940's), 2 (circa 1940's), and 3 (circa 1970's) are the oldest wells in the City's well system. Well 1 is located on Atlantic Street, Well 2 is located on Church Street, and Well 3 is located on Pacific Street. The wells served the City as a back-up water source since the construction of the water treatment plant in the early 1970's.

During routine water quality monitoring, tetrachloroethane (PCE) was detected in the groundwater at both Well #2 and #3. The first detection of PCE was at Well #3 in 1985 and at Well #2 in 1989. The City elected not to use the wells since the first detections of PCE, but retained the wells with the anticipation that the contamination would be remediated. The source of the PCE is likely from two nearby former dry cleaners located to the east and south of Wells #2 and #3.

Due to the presence of PCE, inefficiency and age of the wells, and ongoing regulatory oversight, Environmental Utilities staff decided the most cost effective plan was to abandon and remove the three wells in their entirety.

On July 5, 2017, City Council approved plans and specifications prepared by GEI Consultants (GEI) for the project and authorized approval to advertise for construction bids. Two bids were received for the project. The bids were opened at the City Clerk's office on August 1, 2017. The construction costs received in bids ranged from a high of \$382,214.00 to a low of \$319,652.00 (Exhibit A). For Council consideration under this memorandum is the approval of the budget adjustment in the amount of \$401,617.00 and award of the construction contract agreement with

Clyde G. Steagall, Inc. in the amount of \$319,652.00. Staff requests that City Council authorize the Environmental Utilities Director or his designee to approve and pay for potential contract change orders up to 10% for this project that increase the contract's not-to-exceed amount by no more than \$31,965.00 for a not to exceed total contract amount of \$351,617.00. Staff is also allocating \$50,000.00 within the budget adjustment to allow for engineering oversight and inspection services during construction. Staff intend to issue a Task Order to GEI Consultants in an amount not to exceed \$50,000.00 for this work through a Professional Services Agreement for On- Call Hydrologic Services with GEI approved by the City Council in July 2016.

FISCAL IMPACT

The project including destruction of the three wells, potential change orders, and construction oversight is estimated to cost \$401,617.00. Funding is provided by the Water Rehabilitation Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

According to the SRRI Stimulus Calculation Tool, the project could generate a short-term economic benefit of 1.5 jobs and an additional \$99,000.00 of output through indirect and induced activities.

ENVIRONMENTAL REVIEW

The proposed project involves closure of three existing municipal wells and removal of associated "top side" improvements. 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 Well Destruction Project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Jose Lopez, Senior Engineer

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Exhibit A - Summary of Bids

Resolution No. 17-402

Agreement

Ordinance No. 5867

budget Adjustment

EXHIBIT A

SUMMARY OF BIDS RECEIVED

Bidder's Name	Bid Amount
<u>Engineer's Estimate</u>	<u>\$312,000.00</u>
Clyde G. Steagall, Inc. Loomis CA	\$319,652.00
Nor-Cal Pump & Well Drilling, Inc. Orangevale CA	\$382,214.00

RESOLUTION NO. 17-402

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND
CLYDE G. STEAGALL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE
IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement for the Well Destruction project, by and between the City of Roseville and the Clyde G. Steagall, 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.

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

THIS AGREEMENT, is made and entered into this _____ day of _____,
20_____, by and between the City of Roseville, a municipal corporation, ("CITY"), and

Clyde G. Steagall, Incorporated _____, a _____ California Corporation _____,
("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, the City Council of the City of Roseville, at a meeting held on the ____ day
of _____, 20_____, approved plans and specifications consisting of the General
Conditions for Buildings and Grounds and Special Conditions for the _____

Welll Destruction Project _____

and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the _____ day of _____, 20_____; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published
in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid
with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is
hereby referred to and by this reference made a part hereof as fully as if set forth at length herein;
and

WHEREAS, all bids received pursuant to said notice were opened and examined and
publicly declared at the time specified in said advertisement for bids and at a meeting of the City

Council held on the ____ day of _____, 20____, the City Council found and declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in accordance with the aforementioned specifications.

NOW, THEREFORE, the parties hereto as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, equipment and insurance required for the _____ Well Destruction Project

in accordance with the Contract Documents (the "Work").

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Department for Contract Administration as defined in the Contract Documents.

2. PAYMENT. CITY shall pay CONTRACTOR three hundred nineteen thousand six hundred fifty-two dollars (\$ 319,652) for the Work.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of all of the documents described in section 1-1.12 of the General Conditions.

All Contract Documents are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the work within the time specified, CONTRACTOR agrees that CITY will suffer damages.

Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 1,000 per day as liquidated damages, in the event of such delay.

5. TIME OF ESSENCE. Time is of the essence of this Agreement.

6. 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.

7. INDEPENDENT CONTRACTOR. CONTRACTOR shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

8. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

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

10. 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.

11. 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 attestation by its City Clerk under authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20____, and CONTRACTOR has caused this Agreement to be duly executed.

CITY OF ROSEVILLE
a municipal corporation

CONTRACTOR:

By: _____
ROB JENSEN
City Manager

By: Delus Stages
its: See 1 near

ATTEST:

and

By: _____
SONIA OROZCO
City Clerk

By: MA Stages
its: President

APPROVED AS TO FORM:

Business License #: _____

By: _____
ROBERT R. SCHMITT
City Attorney

ORDINANCE NO. 5867

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 wells destruction project, per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$401,617.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in: [A.R. 8.01 Budget Adjustment Policy & Procedure.](#)

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

REQUESTER*: Jose C. Lopez

DEPARTMENT/DIVISION*: Environmental Utilities, Engineering

FISCAL YEAR/EFFECTIVE DATE*: FY 17/18 Effective 9/20/2017

PROPOSED COUNCIL DATE (if applicable): 09/20/2017

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
401,617	30003	6130	0482	173005	45	Well Destruction Project
\$ 401,617	TOTAL					
SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
401,617			0482			Fund Balance
\$ 401,617	TOTAL					
FINANCE USE Approved: <u>John DePa</u> 8/30/17 <u>Nancy R. Pliskun</u> 8/30/17 BUDGET MANAGER/DISEGNEE DATE Finance Director Date						

Justification for Budget Adjustment*:

The adjustment is to finance a contract with Clyde G. Steagall, Inc. to destroy 3 older wells and remove the topside improvements, and consultant fees for engineering oversight and inspection services during construction.

Approved: <u>John O. Pomeroy</u> 8/30/17	Approved: _____
REQUESTING DEPARTMENT HEAD / DESIGNEE DATE	CITY MANAGER DATE



COUNCIL COMMUNICATION

CC #: 8776
File #: 0900-02

Title: Sunrise Avenue Pipe Repair Project - Award of Contract
Contact: Jose Lopez 916-774-5688 jlopez@roseville.ca.us

Meeting Date: 9/20/2017
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution authorizing the City Manager to execute the contract agreement with Caggiano General Engineering in the amount of \$347,980.00. Staff also requests that City Council authorize the Environmental Utilities Director or his designee to approve and pay for potential contract change orders up to 10% for this project that increase the contract's not-to-exceed amount by no more than \$34,798.00.

BACKGROUND

The City operates a proactive utility system rehabilitation and replacement program. This project will repair a section of pipeline and allow for condition assessment of the 24-inch transmission main on Sunrise Avenue. This transmission main is part of the City's primary potable water conveyance system and was constructed in 1970. A leak was identified on a segment of this pipeline located just south of Coloma Way. Various attempts have been made to pinpoint the leak by conducting a leak detection survey and by excavating an existing air relief service run. All conclusions lead to the leak originating from a point along the first 155 feet of pipe just south of Coloma Way. Consequently, the 155 foot segment of pipe will be removed and replaced. The leak indicates this water line should be more thoroughly assessed for rehabilitation and/or replacement.

With this project, the source of the leak will be identified and corrected with the proposed pipe replacement. Second and most importantly, excavation and removal of the pipe will provide an opportunity for staff to examine the pipeline in detail and to determine the condition of the 24-inch transmission pipeline network. The results of the conditions review will allow staff to develop a focused maintenance, rehabilitation and/or replacement plans.

On June 21, 2017, City Council approved plans and specifications for the project and authorized approval to advertise for construction bids. Three bids were received for the project. The bids were opened at the City Clerk's office on July 18, 2017. The construction costs received in bids ranged from a high of \$476,725.00 to a low of \$347,980.00. For Council consideration under this memorandum is the award of the construction contract agreement to Caggiano General

Engineering in the amount of \$347,980.00. Staff also requests that City Council authorize the Environmental Utilities Director or his designee to approve and pay for potential contract change orders up to 10% for this project that increase the contract's not-to-exceed amount by no more than \$34,798.00.

FISCAL IMPACT

This project is estimated to cost \$347,980.00. Funding is provided by the Water Rehabilitation Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

According to the SRRI Stimulus Calculation Tool, the project could generate a short-term economic benefit of 1.5 jobs and an additional \$99,000.00 of output through indirect and induced activities.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Jose Lopez, Senior Engineer

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Summary of Bids Received

Resolution No. 17-412

Agreement

EXHIBIT A

SUMMARY OF BIDS RECEIVED

Bidder's Name	Bid Amount
<u>Engineer's Estimate</u>	<u>\$351,000.00</u>
Caggiano General Engineering El Dorado Hills CA	\$347,980.00
CE Cox Engineering Orangevale CA	\$348,175.00
R.J. Gordon Construction Pleasant Hill CA	\$476,725.00

RESOLUTION NO. 17-412

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND
CAGGIANO GENERAL ENGINEERING, INC., AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement for the Sunrise Avenue Pipe Repair project, by and between
the City of Roseville and the Caggiano General Engineering, Inc., has been reviewed by the City
Council; and

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

THIS AGREEMENT, is made and entered into this _____ day of _____,
20_____, by and between the City of Roseville, a municipal corporation, ("CITY"), and
_____ CAGGIANO GENERAL ENGINEERING _____, a CORPORATION _____,
("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, the City Council of the City of Roseville, at a meeting held on the ____ day
of _____, 20_____, approved plans and specifications consisting of the General
Conditions for Buildings and Grounds and Special Conditions for the _____
_____ SUNRISE AVENUE PIPE REPAIR PROJECT _____

and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the _____ day of _____, 20____; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published
in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid
with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is
hereby referred to and by this reference made a part hereof as fully as if set forth at length herein;
and

WHEREAS, all bids received pursuant to said notice were opened and examined and
publicly declared at the time specified in said advertisement for bids and at a meeting of the City

Council held on the ____ day of _____, 20____, the City Council found and declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in accordance with the aforementioned specifications.

NOW, THEREFORE, the parties hereto as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, equipment and insurance required for the _____ SUNRISE AVENUE PIPE REPAIR PROJECT _____

in accordance with the Contract Documents (the "Work").

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Department for Contract Administration as defined in the Contract Documents.

2. PAYMENT. CITY shall pay CONTRACTOR three hundred forty seven thousand nine hundred eighty dollars (\$ 347,980) for the Work.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of all of the documents described in section 1-1.12 of the General Conditions.

All Contract Documents are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the work within the time specified, CONTRACTOR agrees that CITY will suffer damages.

Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 1,000 per day as liquidated damages, in the event of such delay.

5. TIME OF ESSENCE. Time is of the essence of this Agreement.

6. 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.

7. INDEPENDENT CONTRACTOR. CONTRACTOR shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

8. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

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

10. 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.

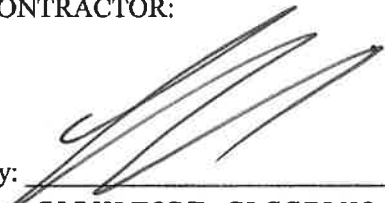
11. INTEGRATED AGREEMENT. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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

CITY OF ROSEVILLE
a municipal corporation

CONTRACTOR:

By: _____
ROB JENSEN
City Manager

By: _____
its: SALVATORE CAGGIANO
President

ATTEST:

and

By: _____
SONIA OROZCO
City Clerk

By: _____
its: _____

APPROVED AS TO FORM:

Business License #: 951282

By: _____
ROBERT R. SCHMITT
City Attorney



COUNCIL COMMUNICATION

CC #: 8780

File #: 0707 & 0214 & 0201-01

Title: Roseville Aquatics Complex Deck Replacement and Pool Re-Plaster Project – Award of Contract and Budget Adjustment

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

Meeting Date: 9/20/2017

Item #: 6.5.

RECOMMENDATION TO COUNCIL

Approve a budget adjustment of \$166,000.00 to the RAC Pool Re-Plaster & Deck Replacement Capital Improvement Project (CIP Project 175401) to fully fund the construction and inspection, award the RAC Deck Replacement and Pool Re-plaster Project to the apparent low bidder, Western Water Features, Inc., authorize the City Manager to execute the agreement in the amount of \$1,110,000.00, and authorize staff to approve change order requests in an amount not to exceed 10% of the contract amount.

BACKGROUND

The Roseville Aquatics Complex was constructed in 1995. It is a facility that is heavily used and hosts many different events and programs throughout the year. As the facility has aged, it has started to show signs of wear, specifically related to the pool plaster and deck. As such, an assessment on the condition of the facility was conducted in 2007. The plaster of the 50 meter competition pool and the pool deck were identified in the report as the top two areas of concern. In the past several years, the plaster of the competition pool has cracked and has been repaired numerous times - some of which included underwater patches. Additionally, the pool deck has continued to deteriorate since the report. Certain areas have become slick, excessive puddling is occurring at certain drain locations, and joints on the deck are separating. Areas have been patched repeatedly to address the surfacing, however, these patches are temporary and not a long term solution. The drainage repairs have not been addressed, as they involve a more invasive process. Proper drainage is integral to the longevity of the pool deck system.

The scope of work for this project will include removal and replacement of the concrete deck and plaster at the 50 meter competition pool. This project was originally approved with \$700,000.00 from the General CIP Rehab Fund and a grant of \$500,000 from Placer Valley Tourism for a total project budget of \$1,200,000.00. The lowest bid received was \$1,110,000.00. In order to fully fund the project, staff is requesting a budget adjustment in the amount of \$166,000.00 to cover the costs for contingency, project management, special inspection, and permits. The project is anticipated to begin September 21, 2017 and be completed by March 1, 2018.

Estimated Project Costs	\$1,366,000.00
Construction	1,110,000.00

10% Contingency	110,000.00
Design/Project Management/Special Inspection/Permits	138,500.00
Other Miscellaneous Project Expenses	6,500.00
Less Current Project Balance (CIP 175401)	(1,200,000.00)
Budget Adjustment Needed (rounded)	166,000.00

City Council approved the project plans and specifications at the August 2, 2017 meeting. A total of 4 bids were received and opened on August 21, 2017. The bid results and engineer's estimate are as follows:

Bidder Total	Total Lump Sum Bid
California Commercial Pools	\$1,198,900.00
Waterworks Industries	\$1,186,525.00
Western Water Features	\$1,110,000.00
Tricon Aquatics	\$1,284,000.00
Engineer's Estimate	\$908,880.00

Staff recommends award of the project to Western Water Features, Inc. in the amount of \$1,110,000.00.

Contingency

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

FISCAL IMPACT

This project was originally approved in FY2016/17 using funding from the General CIP Rehab Fund (Fund310) and a grant from Placer Valley Tourism. Approval of this request will add \$166,000.00 to the RAC Pool Re-Plaster & Deck Replacement Capital Improvement Project (CIP Project 175401) to fully fund the pool's rehabilitation with \$116,000.00 available fund balance from the Parks, Recreation & Libraries Capital Fund (Fund 315) and \$50,000.00 from the Citywide Park Development Fund (Fund 230). Ongoing maintenance costs are anticipated to stay the same, and are already fully funded through the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines, there is one job created for every \$92,000 in direct government spending. Based on that guideline, this project is forecast to create 15 new jobs.

ENVIRONMENTAL REVIEW

The proposed project involves the reconstruction of existing structures and facilities. This activity is categorically exempt from CEQA as a Class 2 Exemption (State CEQA Guidelines Section

15302). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Rjahja Canlas, Park Development Analyst

Dion Louthan, Director, Parks, Recreation, and Libraries



Rob Jensen, City Manager

ATTACHMENTS:

Description

RAC Deck Replacement - Bid Summary

Resolution No. 17-410

Agreement

Ordinance No. 5869

Budget Adjustment

BID SUMMARY SHEET

BID OPENING FOR:

ROSEVILLE AQUATICS COMPLEX DECK REPLACEMENT AND POOL RE-PLASTER PROJECT



CITY OF
ROSEVILLE
CALIFORNIA

[illegible]

Please Sign-In

Staff

Visitors (Name & Company)

Visitors (Name & Company)

RESOLUTION NO. 17-410

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTERN WATER FEATURES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement for the Roseville Aquatic Center deck replacement and pool re-plaster project, by and between the City of Roseville and the Western Water Features, 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.

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

THIS AGREEMENT, is made and entered into this _____ day of _____, 20_____, by and between the City of Roseville, a municipal corporation, ("CITY"), and Western Water Features, Inc., a California Corporation, ("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, the City Council of the City of Roseville, at a meeting held on the 2nd day of August, 2018, approved plans and specifications consisting of the General Conditions for Buildings and Grounds and Special Conditions for the RAC Deck Replacement and Pool Re-plaster Project and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 21st day of August, 2018; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is hereby referred to and by this reference made a part hereof as fully as if set forth at length herein; and

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a meeting of the City

Council held on the ____ day of _____, 20____, the City Council found and declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in accordance with the aforementioned specifications.

NOW, THEREFORE, the parties hereto as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, equipment and insurance required for the RAC Deck Replacement and Pool Re-plaster Project

in accordance with the Contract Documents (the "Work").

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Department for Contract Administration as defined in the Contract Documents.

2. PAYMENT. CITY shall pay CONTRACTOR _____
one million one hundred ten thousand and 00/100 dollars (\$ 1,110,000.00) for the Work.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of all of the documents described in section 1-1.12 of the General Conditions.

All Contract Documents are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the work within the time specified, CONTRACTOR agrees that CITY will suffer damages.

Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 800 per day as liquidated damages, in the event of such delay.

5. TIME OF ESSENCE. Time is of the essence of this Agreement.

6. 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.

7. INDEPENDENT CONTRACTOR. CONTRACTOR shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

8. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

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

10. 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.

11. 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 attestation by its City Clerk under authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20____, and CONTRACTOR has caused this Agreement to be duly executed.

CITY OF ROSEVILLE
a municipal corporation

CONTRACTOR:

By: _____
ROB JENSEN
City Manager

By: _____
its: Director of Operations
and

ATTEST:

By: _____
SONIA OROZCO
City Clerk

By: _____
its: _____

APPROVED AS TO FORM:

Business License #: _____

By: _____
ROBERT R. SCHMITT
City Attorney

ORDINANCE NO. 5869

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 Roseville Aquatic Center deck replacement and pool re-plaster project per request of the Parks, Recreation & Libraries Department, as listed on the attached Request for Budget Adjustment in the amount of \$216,000.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

REQUESTER*: Dion Louthan/Rjahja Canlas/Genna Martin
DEPARTMENT/DIVISION*: Parks, Recreation & Libraries
FISCAL YEAR/EFFECTIVE DATE*: FY2017-18
PROPOSED COUNCIL DATE (if applicable): 09/20/2017

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.](#)

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
166,000	50207	6130	315	175401	45	RAC Pool Re-Plaster & Deck Replacement CIP
50,000	00315	3902	315			Transfer In to PRL Capital Fund (315)
						fm Citywide Park Development Fund (230)
\$ 216,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
116,000			315			PRL Capital Fund - Fund Balance
50,000			230			Citywide Park Development Fund - Fund Balance
50,000	00230	8902	230			Transfer Out fm Citywide Park Develop Fund (230)
						to PRL Capital Fund (315)
\$ 216,000	TOTAL					

FINANCE USE	Approved:				
	<i>Dal Dela</i>	<i>8/28/17</i>	<i>Kathy Cullen</i>	<i>8/28/17</i>	
	BUDGET MANAGER/DESIGNER	DATE	FINANCE DIRECTOR	DATE	

Justification for Budget Adjustment*:

This project was originally approved in FY2016/17 using funding from the General CIP Rehab Fund (Fund310) and a grant from Placer Valley Tourism. Approval of this request will add \$166,000 to the RAC Pool Re-Plaster & Deck Replacement Capital Improvement Project (CIP Project 175401) to fully fund the pool's rehabilitation with \$116,000 available fund balance from the Parks, Recreation & Libraries Capital Fund (Fund 315) and \$50,000 from the Citywide Park Development Fund (Fund 230). Ongoing maintenance costs are anticipated to stay the same, and are already fully funded through the General Fund.

Approved:		Approved:	
<i>[Signature]</i>	<i>8-28-17</i>		
REQUESTING DEPARTMENT HEAD / DESIGNER	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 8759
File #: 0203-07

Title: Kiln Dried Salt (RFQ 2076) - Service Agreement Renewal
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 9/20/2017
Item #: 6.6.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution to approve a service agreement renewal with Morton Salt, Inc. for the purchase and delivery of white crystal solar salt, and adopt a resolution authorizing the City Manager to sign the attached service agreement. The estimated annual cost of the agreement is \$67,000.00, or not to exceed budgeted amount.

A bid was awarded in October 2013 and allowed for optional renewal years, with this being the fourth & final optional renewal year. The services provided have been satisfactory and in accordance with the terms and conditions of the bid.

BACKGROUND

The Roseville Energy Park has an ongoing requirement for white crystal solar salt. This chemical is required for the regeneration of the sodium zeolite softeners. These softeners are an integral part of the Energy Plant's Zero Liquid Discharge (ZLD) system required under the California Energy Commission's (CEC) operating permit. This chemical will be purchased by the Roseville Energy Park on an as needed basis.

FISCAL IMPACT

The estimated annual cost of the agreement is \$67,000.00. Funding is included in the Electric Department's FY2017-18 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 hauling and delivery of hazardous substances is regulated by the state. Hazardous material transport consistent with applicable safety regulations should not result in a significant environmental effect. Therefore, the proposed Service Agreement does not include the potential for significant environmental effect and is not subject to CEQA.

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-400

Signed Service Agreement

RESOLUTION NO. 17-400

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

WHEREAS, a Service Agreement renewal (Service Agreement No. S1803101) for the
purchase and delivery of white crystal solar salt, between City of Roseville and Morton Salt, Inc.,
has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said amendment is 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



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1803101**

SERVICE LOCATION: ROSEVILLE ENERGY PARK
5120 PHILLIP ROAD
ROSEVILLE, CA 95747

REQ. NO.: RENEWAL DATE: 4/6/17

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

Contractor No.: V37325
Telephone No.: 408-996-2077 Fax: 408-257-1660
Email address: Ckoch@mortonsalt.com
Contractor: MORTON SALT, INC
ATTN: CARRIE KOCH
444 W. LAKES STREET
CHICAGO, IL 60606-1743

Department: ELECTRIC

Acct. Code: 08616-5340/686549-2

Buyer: BABETTE OWENS
Phone: 916-774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/1/17	NET 30	10/22/18	Approved by Risk Mgt.	ANTHONY JOHNSON

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

Provide Morton White Crystal Solar Salt on an as needed basis in accordance with all specifications of RFQ 2076, and the negotiated terms and conditions dated 7/7/17. The cost is \$169.72/ton delivered from Stockton, CA, for full or partial truck loads, based on a minimum quantity purchase of 16 tons. Deliveries must be made Monday - Friday, 7:00 am – 5:00 pm or as requested by City Staff.

Please contact Tony Johnson at 916-746-1656 for questions regarding this contract.

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

Total Cost of Service: \$ **67,000.00**

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

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

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

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

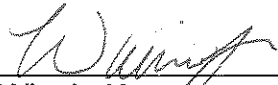
By: _____

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

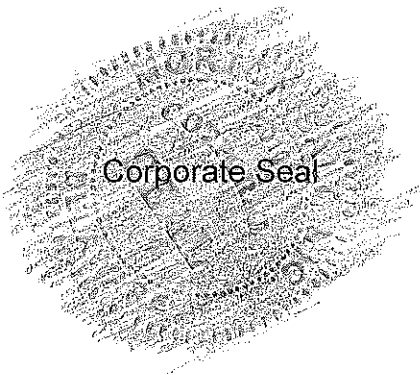
CERTIFICATION

I, Winnie Kuo, Assistant Secretary of Morton Salt, Inc., a Delaware corporation, hereby certify that Shayn Wallace is the Vice President of Consumer and Industrial Sales and Marketing for Morton Salt, Inc. and in that capacity, he has authority to sign the Service Agreement No. S1803101 with the City of Roseville, California, on behalf of Morton Salt, Inc., pursuant to the Delegation of Authority issued pursuant to the corporate Board Resolutions duly adopted on October 1, 2012 by the Board of Directors of Morton Salt, Inc.

Dated: August 25, 2017



Winnie Kuo
Assistant Secretary
Morton Salt, Inc.





COUNCIL COMMUNICATION

CC #: 8762
File #: 0203-02

Title: Tires (RFQ 01-3140) - Service Agreement
Contact: Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

Meeting Date: 9/20/2017
Item #: 6.7.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a service agreement to Fleet Tire, Inc. dba Brannon Tire as the lowest responsive bidder to RFQ 01-3140 for the purchase and repairs of tires. Additionally, adopt a resolution authorizing the City Manager to sign the service agreement. The total estimated annual amount of the award is \$400,000.00 or up to department budgeted amounts.

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

BACKGROUND

The Vehicle Maintenance Department has a recurring demand for a variety of tires to maintain the City's vehicle fleet. The tires will be purchased on an as-needed basis throughout the year by the City's Fleet Services Division.

Bidders were asked to quote a representative sampling of the tires that Fleet Services typically orders on a regular basis, and the bid required bidders to provide their percentage discount off of the manufacturer's list price for any items not listed on the pricing worksheet to allow the City to add new tires to the list or replace discontinued ones.

A formal bid was issued with the following vendor responses:

<u>Vendor</u>	<u>Total</u>
Fleet Tire, Inc. Stockton, CA	\$253,135.41
Goodyear Tire Akron, OH	\$283,449.70
Morgan Tire of Sacramento	\$295,642.23

Sacramento, CA

East Bay Tire Co. \$324,206.56
Sacramento, CA

FISCAL IMPACT

The estimated total value of the award is \$400,000.00. Funding is included in the Fleet Services FY2017-18 budget. Projected spending for the optional renewal years is \$400,000.00 per year or up to department budgeted amounts. Future renewals will be contingent upon budget approval.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Tiffany Valdez, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-401

Service Agreement

RESOLUTION NO. 17-401

APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND FLEET
TIRE, INC. DBA BRANNON TIRE, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Service Agreement (Service Agreement No. S1808136) for the purchase and repairs of tires, between City of Roseville and Fleet Tire, Inc. dba Brannon Tire, has been reviewed by the City Council; and

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

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

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

AYES COUNCILMEMBERS:

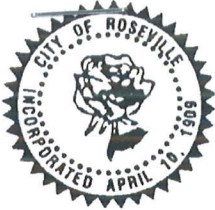
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1808136**

SERVICE LOCATION: FLEET SERVICES
2055 HILLTOP CIRCLE
ROSEVILLE, CA 95747

REQ. NO.: R1816141 DATE: 8/22/17

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

Contractor No.: V41482
Telephone No.: 209-993-3604 Fax:
Email address: JBTIRE@AOL.COM
Contractor: FLEET TIRE, INC.
DBA BRANNON TIRE
ATTN: JEROLD BRANNON
3730 N. WILSON WAY
STOCKTON, CA 95205

Department: FLEET SERVICES

Acct. Code: 03321-5012

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/18	Approved by Risk Mgt.	RICH BAKANEC JIM WARD

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
VENDOR SHALL PROVIDE THE PURCHASE AND DELIVERY OF TIRES (DELIVERED FREIGHT ON BOARD), RETREADS,
AND SERVICE ON AN AS-NEEDED BASIS IN ACCORDANCE WITH ALL TERMS, CONDITIONS, SPECIFICATIONS AND
ATTACHMENTS OF RFQ 01-3140.

PLEASE CALL RICH BAKANEC AT 916-746-1720 OR JIM WARD AT 916-746-1731 FOR QUESTIONS REGARDING THIS AGREEMENT.

The total amount listed is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Total Cost of Service: \$ 400,000.00

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

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

Business License No.: 97-329 Contractor License No.: _____ DIR Registration No.: _____

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

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

Corporate Seal



COUNCIL COMMUNICATION

CC #: 8771
File #: 0203-04

Title: On-Call General Construction Services - Service Agreement Amendment
Contact: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

Meeting Date: 9/20/2017
Item #: 6.8.

RECOMMENDATION TO COUNCIL

Approve service agreement Amendment 1 between the City of Roseville and Carter-Kelly, Inc. to extend the agreement through September 30, 2017 and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

At the February 1, 2017 City Council meeting, Council approved the third renewal option of the on-call general construction service agreement with Carter-Kelly through June 30, 2017. As part of the service agreement, Carter-Kelly was asked to install new storage units at Maidu Park for future use by the youth sports groups. Due to manufacturing and shipping delays beyond the contractor's control, the completion date was pushed out. Due to an oversight, Parks, Recreation & Libraries did not extend the service agreement to cover the prolonged period. Staff requests the service agreement be extended through September 30, 2017. This will allow for final inspection and any resulting punch list/warranty items to be addressed. Additionally, this action allows for final payment to the contractor.

FISCAL IMPACT

Funding for the construction was included in the Annual Aid to Youth Facility Improvement program budget (Org #51001) and the annual Youth Sports Coalition program budget (Org #51006). This project has no impact on the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created with the extension of this agreement.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Rjahja Canlas - Park Development Analyst

Dion Louthan - Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-407

Service Agreement

RESOLUTION NO. 17-407

APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CARTER-KELLY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Amendment No. 1 to Service Agreement (Service Agreement No. S1705095) for the extension of on-call general construction services, between City of Roseville and Carter-Kelly, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said amendment is 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:

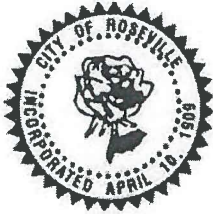
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



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: **S1705095**
AMENDMENT No: **1**

SERVICE LOCATION: **AS DIRECTED**

Contractor No.: **V27644**

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

Contractor License No.: **407415**
Business License No.: **20727**

Telephone No.: **(530)621-0950** Fax: **(530)621-2344**

Department: **PARK DEVELOPMENT**

Email address: **jimc@carterkelly.com**
Contractor: **CARTER-KELLY, INC.**
ATTN: JAMES CARTER
PO BOX 1477
PLACERVILLE, CA 95667

Acct. Code: **50101-6130/165001-45**
51006-6130

Buyer: **JOANNA OUKROP**
Phone: **(916)774-5745**

Service Agreement Number **S1705095** ("Agreement"), which was executed on, **2/1/17**, is hereby modified as follows:

Select all provisions that apply:

- ☒ The expiration date of the Agreement is changed from **6/30/17** to **9/30/17**. The purpose of the extended end date is to accommodate manufacturing and shipping delays of storage units that Carter-Kelly, Inc. was contracted to install at the City's Maidu Park.

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

CONTRACTOR:

By: _____

Title: _____

By: _____

Title: _____

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: _____

Rob Jensen
City Manager

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



COUNCIL COMMUNICATION

CC #: 8757
File #: 0203-12

Title: Concealable Body Armor (RFQ 01-3018) – Service Agreement Renewal
Contact: Becky Philipp 916-774-5724 bphilipp@roseville.ca.us

Meeting Date: 9/20/2017
Item #: 6.9.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a service agreement renewal with Galls, LLC for concealable body armor utilizing RFQ 01-3018. Additionally, adopt a resolution authorizing the City Manager to sign the service agreement. The total estimated annual cost of the body armor is \$30,000.00.

The bid was issued in September 2014 and allowed for four optional renewal years at one-year intervals with this being the third of four renewals. Staff requests authorization to utilize the optional renewal years of the bid contract without further Council approvals provided that its respective budget is approved by the City Council, until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Police Department has an ongoing requirement for body armor for their staff. The National Institute of Justice (NIJ) sets safety standards for law enforcement soft body armor, including the replacement of body armor every five years. The department will purchase the body armor on an as needed basis to replace vests that will reach the end of their five-year warranty period, in addition to outfitting newly hired police officers and other field personnel.

FISCAL IMPACT

The total estimated amount of the agreement is \$30,000.00. Funding is included in the Police Department's FY2017-18 Operational Budget. Projected spending for the optional renewal year is as follows: FY2018-19, \$35,000.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Becky Philipp, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-398

Service Agreement

RESOLUTION NO. 17-398

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

WHEREAS, a Service Agreement renewal (Service Agreement No. S1804073) for the purchase of body armor, between City of Roseville and Galls, LLC, has been reviewed by the City Council; and

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1804073**

SERVICE LOCATION: CITY OF ROSEVILLE
AS DIRECTED

REQ. NO.: RENEWAL DATE: 7/20/17

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

Contractor No.: V40403
Telephone No.: (916)256-3300 Fax:
Email address: torgerson-vernon@galls.com.com
Contractor: GALLS, LLC
ATTN: VERNON TORGERSON
3133 ARDEN WAY
SACRAMENTO, CA 95825

Department: POLICE

Acct. Code: 05531-4055

Buyer: BECKY PHILIPP
Phone: (916)774-5724

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

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
THE VENDOR SHALL PROVIDE MEASUREMENT FITTINGS AND CONCEALABLE BODY ARMOR TO THE ROSEVILLE POLICE DEPARTMENT ON AN AS NEEDED BASIS IN ACCORDANCE WITH ALL TERMS, CONDITIONS, SPECIFICATIONS, AND ATTACHMENTS OF RFQ 01-3018.

PLEASE CONTACT SHELLY BRACCO AT (916)774-5018 FOR QUESTIONS REGARDING THIS AGREEMENT.

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

Total Cost of Service: \$ **30,000.00**

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

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

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

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ Limited Liability Company
☐ CORPORATION

CONTRACTOR:  Michael Wessner Chief Executive Officer
SIGNATURE PRINT NAME TITLE

CONTRACTOR:  R. Michael Andrews Chief Financial Officer
SIGNATURE PRINT NAME TITLE

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



COUNCIL COMMUNICATION

CC #: 8761
File #: 0203-12

Title: Ammunition - Sole Source Purchase Order
Contact: Dee Dee Gunther 916-774-5015 ddgunther@roseville.ca.us

Meeting Date: 9/20/2017
Item #: 6.10.

RECOMMENDATION TO COUNCIL

Authorize a sole-source purchase of Hornady ammunition from the Miwall Corporation.

BACKGROUND

The police department has an ongoing requirement for ammunition for police and animal control personnel, for training, regular qualifications and on-duty use. The purchase will allow the department to maintain adequate supplies of pistol, revolver and rifle caliber rounds for the department's various firearms.

The department conducted testing of different types of law enforcement ammunition according to FBI-approved protocols, and determined Hornady ammunition to be the best value for quality, price and timely shipping. Hornady ammunition has an exclusive distributorship agreement with Miwall Corporation in northern California. Therefore Miwall Corporation is the City's only available source for the purchase of Hornady ammunition.

FISCAL IMPACT

The ammunition purchase will cost \$83,991.77, including tax and shipping. Funding for ammunition was included in the police department's 2017/18 General Fund budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable to this purchase.

ENVIRONMENTAL REVIEW

This purchase of ammunition 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,

Randy Thompson, Rangemaster

Jim Maccoun, Police Chief

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

Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 8763
File #: 0203-01

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

Meeting Date: 9/20/2017
Item #: 6.11.

RECOMMENDATION TO COUNCIL

Staff recommends City Council authorize a purchase order to Turf Star Inc. for one Toro Multi Pro 5800G turf spraying cart utilizing National Intergovernmental Purchasing Alliance (National IPA) competitively bid contract #2017025 to replace 08-824 approved in the FY2017-18 Auto Replacement Budget. The total cost of one Toro Multi Pro 5800G including sales tax is \$60,725.26.

BACKGROUND

The Parks Recreation and Libraries Department, Park Maintenance Division is purchasing one Toro Multi Pro 5800G turf spraying cart to replace vehicle 08-824. This spray cart is used to treat broadleaf, fungus and other turf pests as well as apply liquid fertilizers in City parks. The turf sprayer has new safety features including internal tank washout, clean water tank and enclosed chemical pre-mix tank that reduce the chance of chemical exposure by the operator.

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

Vehicle ID	Replacement Score	Vehicle Condition
08-824	24	Meets City replacement criteria

FISCAL IMPACT

The total cost of one Toro Multi Pro 5800G turf sprayer including sales tax is \$60,725.26. Funding is included in the FY2017-18 Auto Replacement Budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Brian Craighead, Fleet Manager

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 8760
File #: 0203-06

Title: Software Maintenance Support Services - Sole Source Purchase Order
Contact: Charles Aycock 916-746-1887 caycock@roseville.ca.us

Meeting Date: 9/20/2017
Item #: 6.12.

RECOMMENDATION TO COUNCIL

Recommend approving a purchase order for Oracle software and maintenance support to Mythics Inc., an authorized Oracle reseller. Through the sole source selection process it was determined that Mythics Inc. was best able to meet the critical schedule requirements for the software maintenance support services. The total estimated cost will not exceed \$36,974.02 and funding is included in the Environmental Utilities and Information Technologies FY2017/18 budgets.

BACKGROUND

The Environmental Utilities Department (EUD) and Information Technologies Department (ITD) requires software maintenance support services for the existing Oracle database software that runs critical computer software applications. Since 2004, the EUD has used Oracle database software to run historical data retention and reporting systems. The data generated by the City's water and wastewater treatment plants SCADA (Supervisory Control and Data Acquisition) and laboratory information systems are used to provide daily operational guidelines and fulfill regulatory requirements and must be kept as a permanent record. In order to meet the stringent regulatory reporting practices required by the Federal EPA and state Regional Water Quality Control Board, a historical data system was implemented utilizing an Oracle database. The ITD leverages Oracle software for the customer information system, used for enterprise billing activities for the City. This purchase renewal provides annual technical support, new software availability and licensing for the existing database and end user software. Funding is included in the EUD and ITD 2017/18 fiscal year budgets.

FISCAL IMPACT

The total estimated cost for this purchase is \$36,974.02. Funding is included in the EUD and ITD 2017/18 fiscal year budgets.

ECONOMIC DEVELOPMENT / JOBS CREATED

There is no applicable economic development or job creation from this purchase.

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 Oracle software renewal and maintenance support does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Charles Aycock, EIM Systems Coordinator

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 8765

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

Title: Westbrook - Phase 1 Village 7A Final Map and Subdivision Agreement

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

Meeting Date: 9/20/2017

Item #: 6.13.

RECOMMENDATION TO COUNCIL

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

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

BACKGROUND

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

This map will be creating 73 residential lots and 2 landscape lots.

FISCAL IMPACT

No fiscal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Pursuant to the City of Roseville CEQA Implementing Procedures and the California

Environmental Quality Act (CEQA) this project is consistent with the Sierra Vista Specific Plan FEIR (SCH# 2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Final Map

Resolution No. 17-403

Subdivision Agreement

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "WESTBROOK - PHASE 1 - VILLAGE 7A" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

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

- (A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOT A, LOT B AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

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

- (A) AS PUBLIC RIGHT OF WAY (INCLUDING IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS HYDRA CIRCLE, DAYBREAK STREET AND TWIN SUNS STREET.
- (B) LOTS A AND B FOR LANDSCAPING AND AS PUBLIC RIGHT-OF-WAY.

TAYLOR MORRISON OF CALIFORNIA, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
NAME:
TITLE:

BY: _____
NAME:
TITLE:

NOTARY'S ACKNOWLEDGMENT

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

STATE OF _____ }
COUNTY OF _____ } SS

ON THE _____ DAY OF _____, 2017, BEFORE ME, _____
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

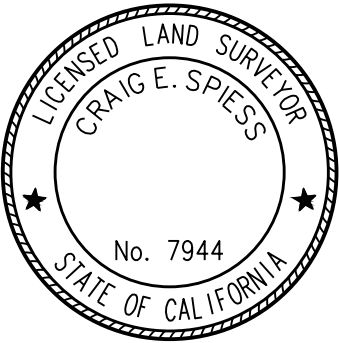
SURVEYOR'S STATEMENT

THIS FINAL MAP OF "WESTBROOK - PHASE 1 - VILLAGE 7A" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF TAYLOR MORRISON OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN JULY 2017. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2018 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

CRAIG E. SPIESS, PLS 7944
EXPIRATION DATE: DECEMBER 31, 2017

DATE: _____



CITY ENGINEER'S STATEMENT

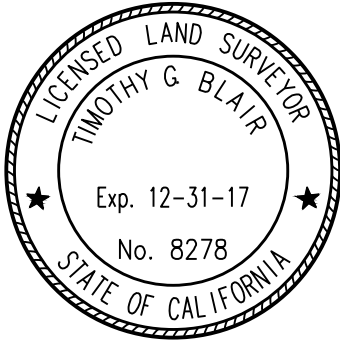
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "WESTBROOK - PHASE 1 - VILLAGE 7A" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2018

I HEREBY STATE THAT I AM SATISFIED WITH THIS FINAL MAP OF "WESTBROOK - PHASE 1 - VILLAGE 7A" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: _____
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2017



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "WESTBROOK - PHASE 1 - VILLAGE 7A", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, LOTS A & B, THE RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE EASEMENTS AND RIGHTS-OF-WAY LISTED HEREON WITH NOTE 6 ON SHEET 2.

DATE: _____
CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2017, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

RECORDED ON JUNE 9, 2017 IN DOCUMENT NUMBER 2017-0042568, OFFICIAL RECORDS OF PLACER COUNTY, SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.
DOCUMENT NO.: _____
FEE: \$ _____
BY: _____
DEPUTY

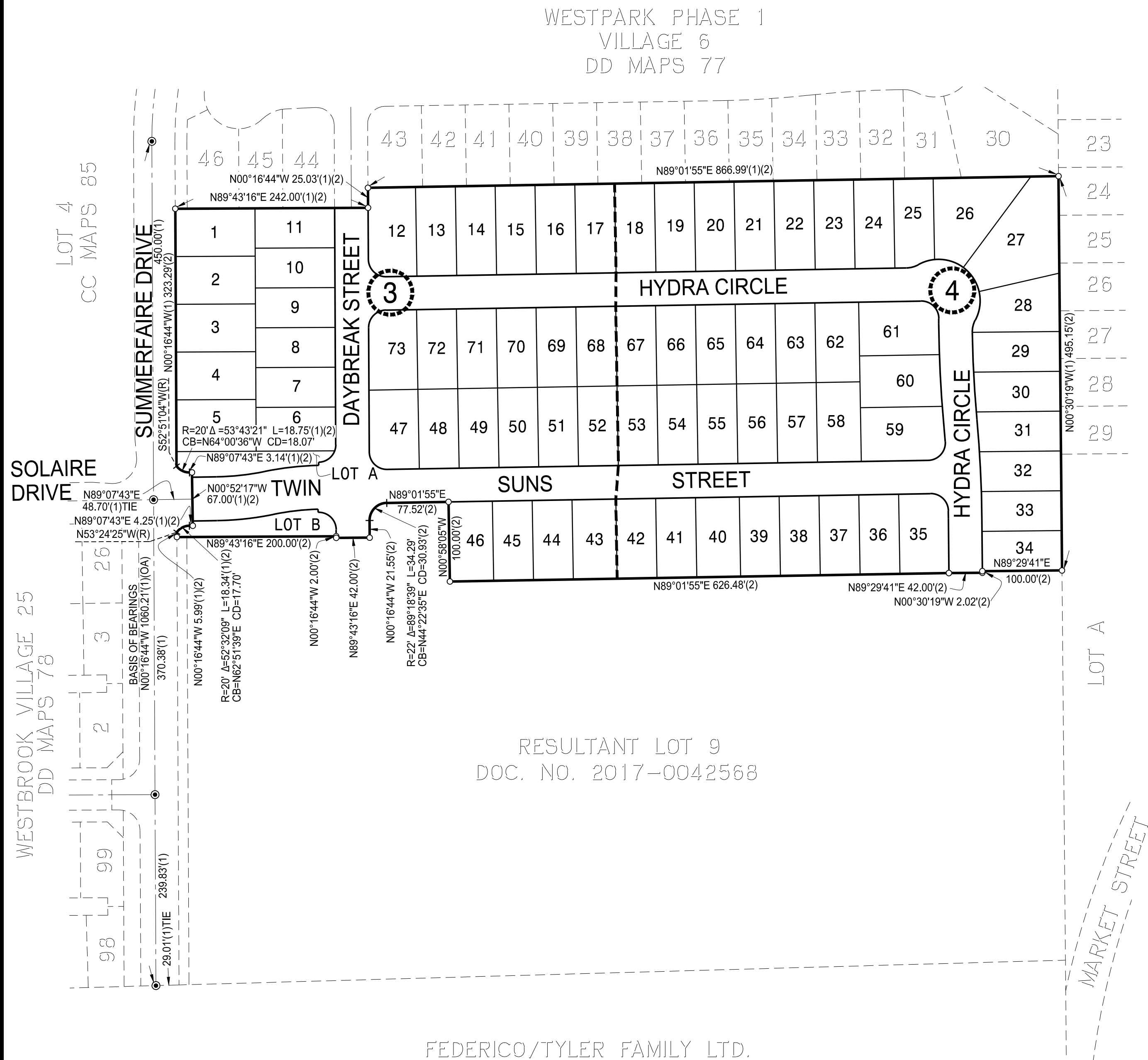
FINAL MAP OF
WESTBROOK - PHASE 1
VILLAGE 7A
SUBDIVISION No. PL13-0108

BEING A SUBDIVISION OF RESULTANT LOT 8 AS DESCRIBED IN THAT GRANT DEED RECORDED ON JUNE 9, 2017 IN DOCUMENT NUMBER 2017-0042568, OFFICIAL RECORDS OF PLACER COUNTY, SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA



JULY 2017



NOTES:

- TOTAL AREA OF THIS SUBDIVISION IS 11.91± ACRES +/-, GROSS, CONSISTING OF 73 RESIDENTIAL LOTS AND 2 MISCELLANEOUS LOTS.
- ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
- A PRELIMINARY SOILS REPORT WAS PREPARED BY ENGEO DATED MARCH 20, 2014; PROJECT NUMBER 10814.000.000 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE No. 308-807
- ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 7944" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE UNLESS OTHERWISE NOTED.
- ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 7944".
- PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING EASEMENTS AND RIGHTS-OF-WAY ARE HEREBY ABANDONED:
 - THE VARIABLE WIDTH PUBLIC UTILITY EASEMENTS OVER LOTS 8 AND 9 DEDICATED WITH THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK-PHASE 1 LARGE LOT SUBDIVISION", FILED FOR RECORD ON JUNE 27, 2014 IN BOOK CC OF MAPS, AT PAGE 85, PLACER COUNTY RECORDS.
 - THE IRREVOCABLE OFFER OF DEDICATION OF RIGHTS-OF-WAY OVER LOT 8 DEDICATED WITH THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK-PHASE 1 LARGE LOT SUBDIVISION", FILED FOR RECORD ON JUNE 27, 2014 IN BOOK CC OF MAPS, AT PAGE 85, PLACER COUNTY RECORDS.

LEGEND

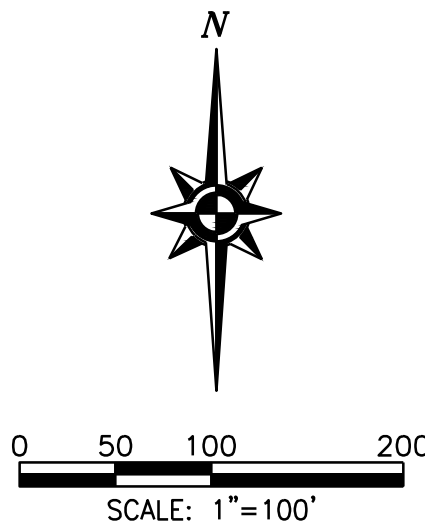
- FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- ⊙ SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- DIMENSION POINT (NOTHING FOUND OR SET)
- CB CHORD BEARING
- CD CHORD DISTANCE
- C/L CENTERLINE
- DOC. NO. DOCUMENT NUMBER
- (OA) OVERALL
- PCR PLACER COUNTY RECORDS
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- S.F. SQUARE FEET
- () DENOTES RECORD INFORMATION
- ① SHEET NUMBER

BASIS OF BEARINGS:

THE BEARING N 00°16'44" W , AS SHOWN BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF SUMMERFAIRE DRIVE AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK - PHASE 1 - LARGE LOT FINAL MAP" FILED FOR RECORD ON JUNE 27, 2014 IN BOOK CC OF MAPS, AT PAGE 85, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

- CC MAPS 85
- DOC. NO. 2017-0042568



FINAL MAP OF
WESTBROOK - PHASE 1
VILLAGE 7A
SUBDIVISION No. PL13-0108

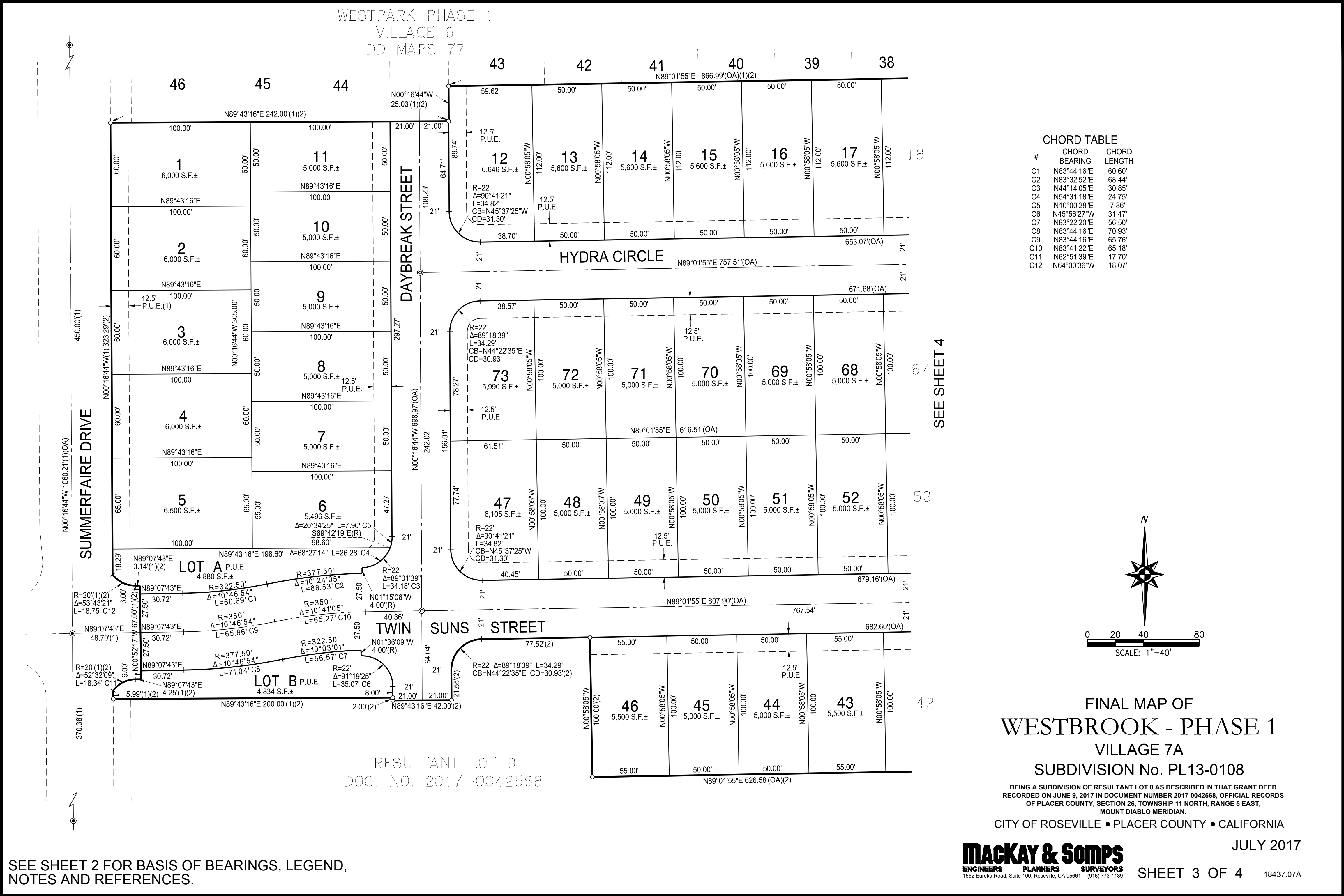
BEING A SUBDIVISION OF RESULTANT LOT 8 AS DESCRIBED IN THAT GRANT DEED RECORDED ON JUNE 9, 2017 IN DOCUMENT NUMBER 2017-0042568, OFFICIAL RECORDS OF PLACER COUNTY, SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

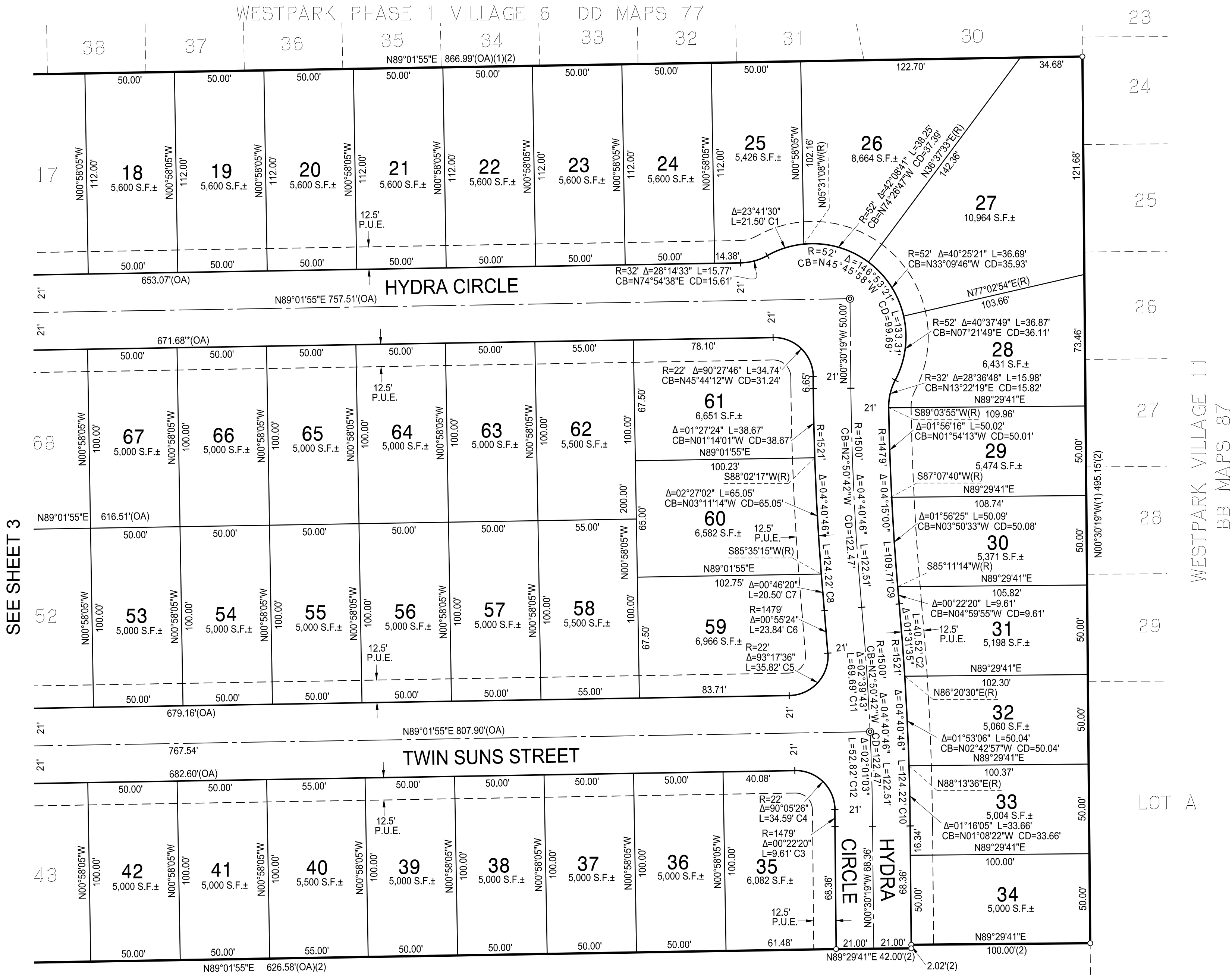
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

Mackay & Soms
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

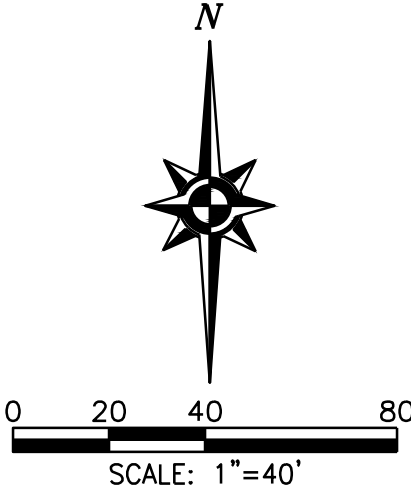
JULY 2017

SHEET 2 OF 4 18437.07A





CHORD TABLE		
#	CHORD BEARING	CHORD LENGTH
C1	N72°38'07"E	21.35'
C2	N04°25'18"W	40.52'
C3	N00°41'29"W	9.61'
C4	N45°55'22"W	31.14'
C5	N42°23'07"E	31.99'
C6	N04°43'23"W	23.84'
C7	N04°47'55"W	20.50'
C8	N02°50'42"W	124.19'
C9	N03°03'35"W	109.68'
C10	N02°50'42"W	124.19'
C11	N03°51'14"W	69.68'
C12	N01°30'51"W	52.82'



FINAL MAP OF
WESTBROOK - PHASE 1
VILLAGE 7A
SUBDIVISION No. PL13-0108

BEING A SUBDIVISION OF RESULTANT LOT 8 AS DESCRIBED IN THAT GRANT DEED
RECORDED ON JUNE 9, 2017 IN DOCUMENT NUMBER 2017-0042568, OFFICIAL RECORDS
OF PLACER COUNTY, SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST,
MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JULY 2017

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 4 OF 4 18437.07A

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

RESULTANT LOT 9
DOC. NO. 2017-0042568

RESOLUTION NO. 17-403

APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE
AND TAYLOR MORRISON OF CALIFORNIA, LLC, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement between the City of Roseville and Taylor Morrison
of California, LLC, for the Westbrook - Phase 1, Village 7A Subdivision (Subdivision No. PL13-
0108), has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

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

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

SUBDIVISION AGREEMENT

Westbrook - Phase 1, Village 7A

THIS AGREEMENT, made and entered into this ____ day of _____,
20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
Taylor Morrison of California, LLC, a California Limited Liability Company,
a _____, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Westbrook - Phase 1, Village 7A Subdivision" (Subdivision
no. PL13-0108; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 13 day of February, 2014, and the final map of the Subdivision
has been approved subject to the execution of this Agreement; and

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

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

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

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

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by MacKay & Soms, dated June 9, 2017 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2018, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

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

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

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

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

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

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

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

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

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 1,399,720.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

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

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

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

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

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

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

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

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

10. Warranty.

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

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

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

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

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

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

COVERAGE

LIMITS OF LIABILITY

General Liability

\$2,000,000 per occurrence
\$4,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence
\$4,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Jay Pawlek, Vice President
Taylor Morrison of California
81 Blue Ravine Rd., #220
Folsom, CA 95630

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

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

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

CITY OF ROSEVILLE, a
municipal corporation,

BY: _____
ROB JENSEN
City Manager

TAYLOR MORRISON OF
CALIFORNIA, LLC, A California
Limited Liability Company

BY:  _____
Jay Pawlek
Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of SACRAMENTO)On August 21, 2017 before me, Renee C. Kelty, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared JAY PAWLEK
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Renee C. Kelty
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

ATTEST:

and

BY: _____

BY: _____

its: _____

SONIA OROZCO
City Clerk

(NOTARIZATION REQUIRED)

APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:  _____

MARC STOUT
City Engineer



COUNCIL COMMUNICATION

CC #: 8766

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

Title: Westbrook - Phase 1 Village 7B Final Map and Subdivision Agreement

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

Meeting Date: 9/20/2017

Item #: 6.14.

RECOMMENDATION TO COUNCIL

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

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

BACKGROUND

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

This map will be creating 72 residential lots.

FISCAL IMPACT

No fiscal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Pursuant to the City of Roseville CEQA Implementing Procedures and the California

Environmental Quality Act (CEQA) this project is consistent with the Sierra Vista Specific Plan FEIR (SCH# 2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Final Map

Resolution No. 17-404

Subdivision Agreement

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "WESTBROOK - PHASE 1 - VILLAGE 7B" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

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

- (A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

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

- (A) AS PUBLIC RIGHT OF WAY (INCLUDING IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS HYDRA CIRCLE, NEW DAWN STREET AND PEGASUS STREET.

TAYLOR MORRISON OF CALIFORNIA, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
NAME:
TITLE:

BY: _____
NAME:
TITLE:

NOTARY'S ACKNOWLEDGMENT

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

STATE OF _____ }
COUNTY OF _____ } SS

ON THE _____ DAY OF _____, 2017, BEFORE ME, _____
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

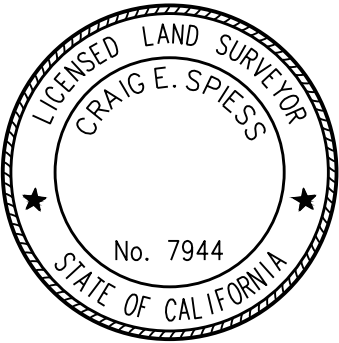
SURVEYOR'S STATEMENT

THIS FINAL MAP OF "WESTBROOK - PHASE 1 - VILLAGE 7B" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF TAYLOR MORRISON OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN JULY 2017. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2018 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

CRAIG E. SPIESS, PLS 7944
EXPIRATION DATE: DECEMBER 31, 2017

DATE: _____



CITY ENGINEER'S STATEMENT

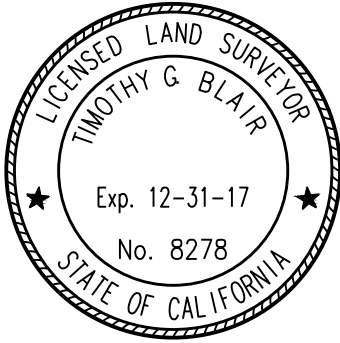
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "WESTBROOK - PHASE 1 - VILLAGE 7B" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2018

I HEREBY STATE THAT I AM SATISFIED WITH THIS FINAL MAP OF "WESTBROOK - PHASE 1 - VILLAGE 7B" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: _____
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2017



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "WESTBROOK - PHASE 1 - VILLAGE 7B", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE EASEMENTS AND RIGHTS-OF-WAY LISTED HERON WITH NOTE 6 ON SHEET 2.

DATE: _____
CITY CLERK, CITY OF ROSEVILLE
BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2017, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

RECORDED ON JUNE 9, 2017 IN DOCUMENT NUMBER 2017-0042568, OFFICIAL RECORDS OF PLACER COUNTY, SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.
DOCUMENT NO.: _____
FEE: \$ _____
BY: _____
DEPUTY

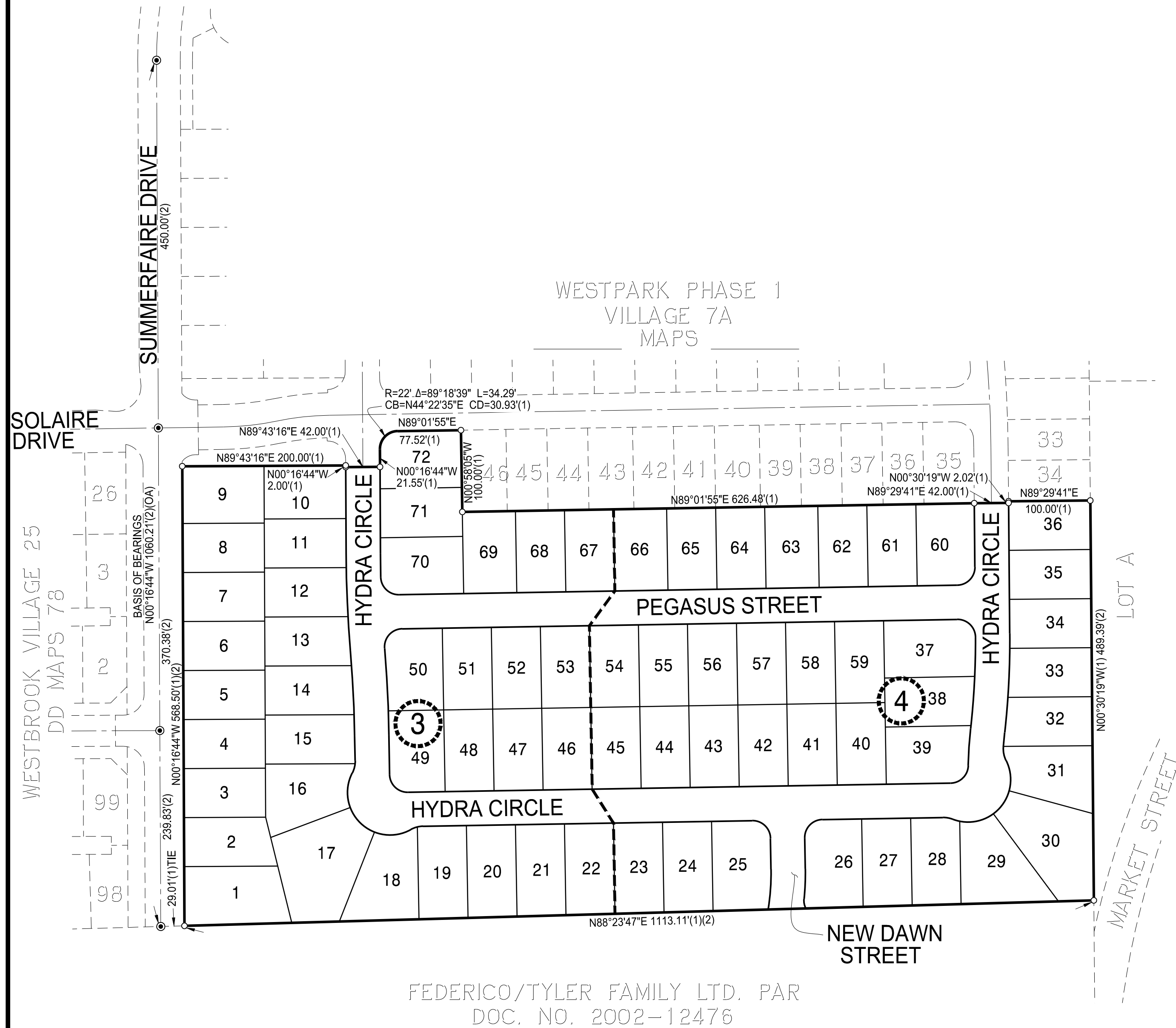
FINAL MAP OF
WESTBROOK - PHASE 1
VILLAGE 7B
SUBDIVISION No. PL13-0108

BEING A SUBDIVISION OF RESULTANT LOT 8 AS DESCRIBED IN THAT GRANT DEED RECORDED ON JUNE 9, 2017 IN DOCUMENT NUMBER 2017-0042568, OFFICIAL RECORDS OF PLACER COUNTY, SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JULY 2017





BASIS OF BEARINGS:

THE BEARING N 00°16'44" W, AS SHOWN BETWEEN FOUND MONUMENTS
ALONG THE CENTERLINE OF SUMMERFAIRE DRIVE AS SHOWN ON THAT
CERTAIN FINAL MAP ENTITLED "WESTBROOK - PHASE 1 - LARGE LOT
FINAL MAP" FILED FOR RECORD ON JUNE 27, 2014 IN BOOK CC OF MAPS,
AT PAGE 85, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON
ARE GROUND DISTANCES.

REFERENCES:

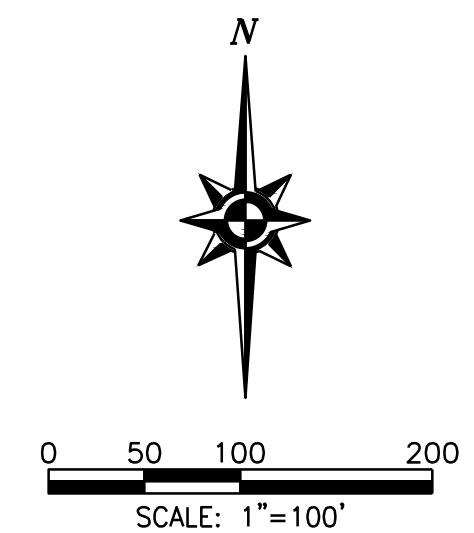
- (1) CC MAPS 85
(2) DOC. NO. 2017-0042568

NOTES:

1. TOTAL AREA OF THIS SUBDIVISION IS 13.19± ACRES +/-, GROSS, CONSISTING OF 72 RESIDENTIAL LOTS.
2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
3. A PRELIMINARY SOILS REPORT WAS PREPARED BY ENGE O DATED MARCH 20, 2014; PROJECT NUMBER 10814.000.000 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE No. 308-807
4. ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 7944" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE UNLESS OTHERWISE NOTED.
5. ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 7944"
6. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING EASEMENTS AND RIGHTS-OF-WAY ARE HEREBY ABANDONED:
 - A. THE VARIABLE WIDTH PUBLIC UTILITY EASEMENTS OVER LOTS 8 AND 9 DEDICATED WITH THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK-PHASE 1 LARGE LOT SUBDIVISION", FILED FOR RECORD ON JUNE 27, 2014 IN BOOK CC OF MAPS, AT PAGE 85, PLACER COUNTY RECORDS.
 - B. THE IRREVOCABLE OFFER OF DEDICATION OF RIGHTS-OF-WAY OVER LOT 8 DEDICATED WITH THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK-PHASE 1 LARGE LOT SUBDIVISION", FILED FOR RECORD ON JUNE 27, 2014 IN BOOK CC OF MAPS, AT PAGE 85, PLACER COUNTY RECORDS.

LEGEND

- FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- ◎ SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- DIMENSION POINT (NOTHING FOUND OR SET)
- CB CHORD BEARING
- CD CHORD DISTANCE
- DOC. NO. DOCUMENT NUMBER
- (OA) OVERALL
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- S.F. SQUARE FEET
- () DENOTES RECORD INFORMATION
- ① SHEET NUMBER



FINAL MAP OF
WESTBROOK - PHASE 1
VILLAGE 7B
SUBDIVISION No. PL13-0108

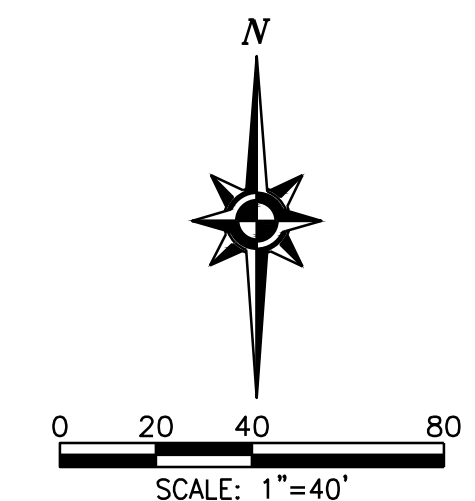
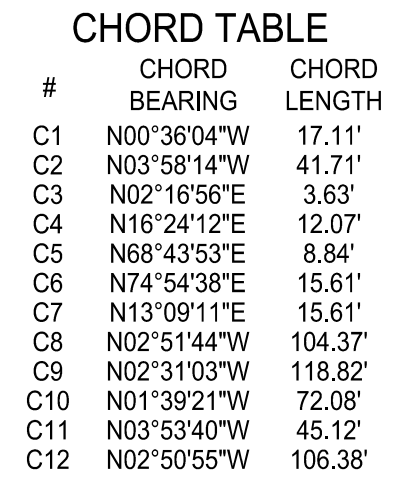
BEING A SUBDIVISION OF RESULTANT LOT 8 AS DESCRIBED IN THAT GRANT DEED
RECORDED ON JUNE 9, 2017 IN DOCUMENT NUMBER 2017-0042568, OFFICIAL RECORDS
OF PLACER COUNTY, SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST,
MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JULY 2017

MAC KAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 2 OF 4 18437.07B



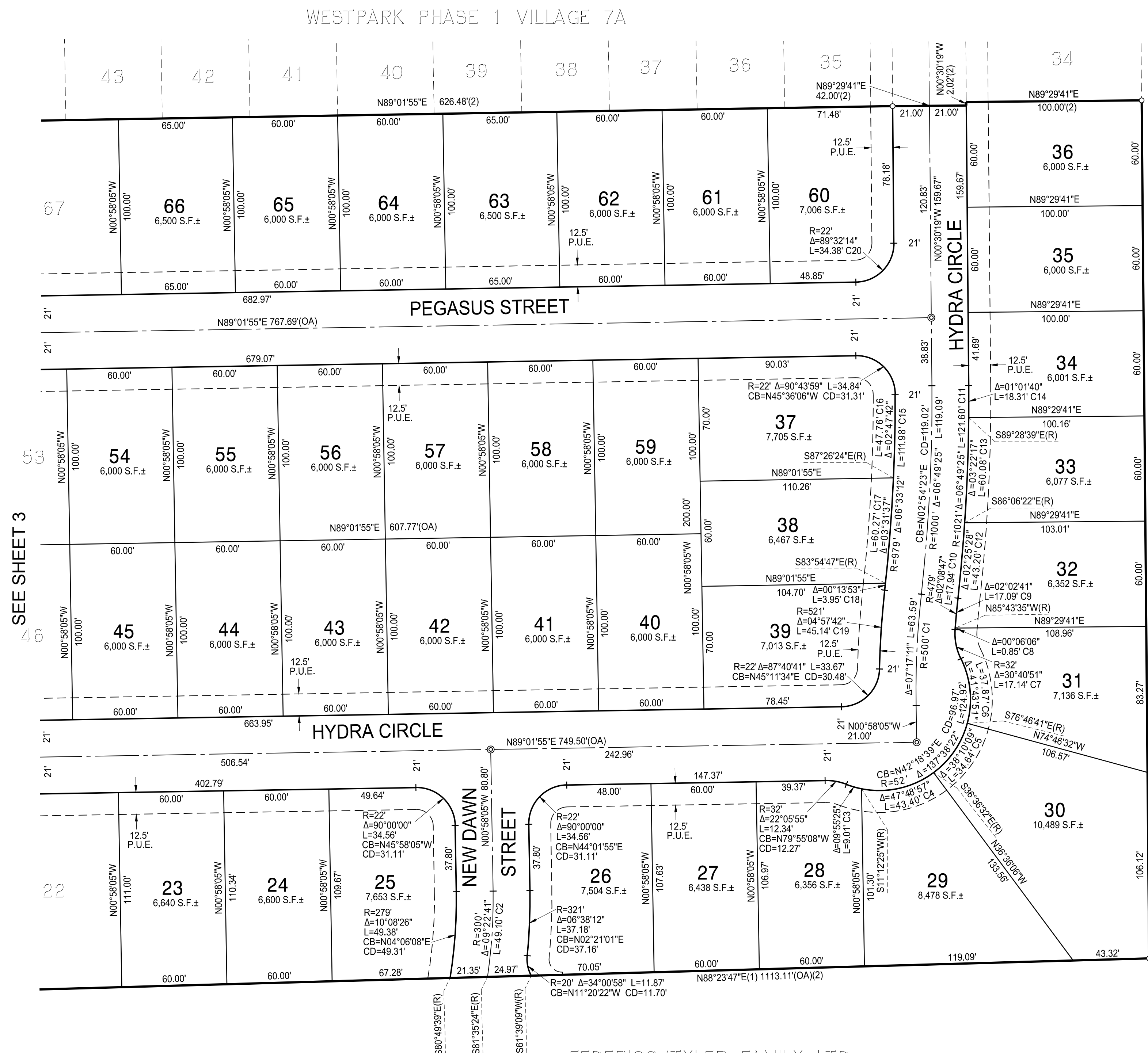
BEING A SUBDIVISION OF RESULTANT LOT 8 AS DESCRIBED IN THAT GRANT DEED
RECORDED ON JUNE 9, 2017 IN DOCUMENT NUMBER 2017-0042568, OFFICIAL RECORDS
OF PLACER COUNTY, SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST,
MOUNT DIABLO MERIDIAN.

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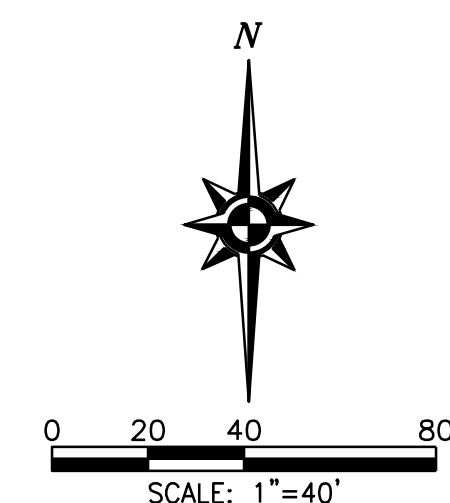
JULY 2017

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ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 3 OF 4 18437.07B



CHORD TABLE		
#	CHORD BEARING	CHORD LENGTH
C1	N02°40'30"E	63.54'
C2	N03°43'16"E	49.05'
C3	N73°49'53"W	9.00'
C4	N77°17'56"E	42.15'
C5	N34°18'23"E	34.05'
C6	N05°38'37"W	37.04'
C7	N11°10'07"W	16.93'
C8	N04°13'22"E	0.85'
C9	N05°17'45"E	17.09'
C10	N05°14'42"E	17.94'
C11	N02°54'23"E	121.52'
C12	N05°06'22"E	43.20'
C13	N02°12'29"E	60.07'
C14	N00°00'31"E	18.31'
C15	N03°02'30"E	111.91'
C16	N01°09'45"E	47.75'
C17	N04°19'24"E	60.26'
C18	N06°12'10"E	3.95'
C19	N03°50'10"E	45.13'
C20	N44°15'48"E	30.99'



FINAL MAP OF
WESTBROOK - PHASE 1
VILLAGE 7B
SUBDIVISION No. PL13-0108

BEING A SUBDIVISION OF RESULTANT LOT 8 AS DESCRIBED IN THAT GRANT DEED
RECORDED ON JUNE 9, 2017 IN DOCUMENT NUMBER 2017-0042568, OFFICIAL RECORDS
OF PLACER COUNTY, SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST,
MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

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

FEDERICO/TYLER FAMILY LTD.
DOC. NO. 2002-12476

MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

JULY 2017

SHEET 4 OF 4 18437.07B

RESOLUTION NO. 17-404

APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE
AND TAYLOR MORRISON OF CALIFORNIA, LLC, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement between the City of Roseville and Taylor Morrison
of California, LLC, for the Westbrook - Phase 1, Village 7B Subdivision (Subdivision No. PL13-
0108), has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

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

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

SUBDIVISION AGREEMENT

Westbrook - Phase 1, Village 7B

THIS AGREEMENT, made and entered into this ____ day of _____,
20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
Taylor Morrison of California, LLC, a California Limited Liability Company,
a _____, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Westbrook - Phase 1, Village 7B Subdivision" (Subdivision
no. PL13-0108; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 13 day of February, 2014, and the final map of the Subdivision
has been approved subject to the execution of this Agreement; and

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

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

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

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

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by MacKay & Soms, dated June 9, 2017 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2018, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

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

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

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

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

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

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

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

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

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 1,351,110.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

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

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

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

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

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

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

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

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

10. Warranty.

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

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

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

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

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

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

COVERAGE

LIMITS OF LIABILITY

General Liability

\$2,000,000 per occurrence

\$4,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$4,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Jay Pawlek, Vice President
Taylor Morrison of California
81 Blue Ravine Rd., #220
Folsom, CA 95630

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

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

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

CITY OF ROSEVILLE, a
municipal corporation,

BY: _____
ROB JENSEN
City Manager

TAYLOR MORRISON OF
CALIFORNIA, LLC, A California
Limited Liability Company

BY:  _____
Jay Pawlek
Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of SACRAMENTO)On 8/21/17 before me, Renee C. Kelty, Notary Public —
Date Here Insert Name and Title of the Officerpersonally appeared JAY PAWLEK
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Renee C. Kelty
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

ATTEST:

and

BY: _____

BY: _____

its: _____

SONIA OROZCO
City Clerk

(NOTARIZATION REQUIRED)

APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:  _____

MARC STOUT
City Engineer



COUNCIL COMMUNICATION

CC #: 8768
File #: 0800-06

Title: Westpark Phase 4 North Westbrook Boulevard and Brookstone Drive - Certificate of Completion
Contact: Keith Litts 916-517-7598 klitts@roseville.ca.us

Meeting Date: 9/20/2017
Item #: 6.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following action:

1. Adopt the attached resolution accepting WEST PARK PHASE 4 NORTH WESTBROOK BLVD. AND BROOKSTONE DR., CWJ # 150036 as complete.
2. Authorize the City Engineer to execute the Certificate of Completion.

BACKGROUND

The Engineering Division has made final inspection of the above project and has found the roadway infrastructure work completed in accordance with the improvement plans and City specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's general Fund. Construction costs were paid by the developer.

ECONOMIC DEVELOPMENT / JOBS CREATED

Accepting the project as complete will not directly create jobs but rather maintain current employee levels of the developer until such time the project is fully built out.

ENVIRONMENTAL REVIEW

The Council action of accepting West Park Phase 4 North Westbrook Blvd. and Brookstone Dr. as complete will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guideline 15060(c)(2)). Adoption of this project does not

include the potential for a significant environmental effect and therefore is not subject to CEQA.

Respectfully Submitted,

Keith Litts, Construction Inspector

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-405

COC

Exhibit A

RESOLUTION NO. 17-405

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WESTPARK PHASE 4 NORTH WESTBROOK BLVD. AND BROOKSTONE DR. PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Certificate of Completion" on file in the City Clerk's Department relative to that public work known as the WESTPARK PHASE 4 NORTH WESTBROOK BLVD. AND BROOKSTONE DR. is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book CC of Maps, Page 53 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this ____ day of _____, 2017, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

AFTER RECORDING RETURN TO:
CITY CLERK
311 VERNON STREET
ROSEVILLE, CA 95678

CERTIFICATE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as _____
_____ Project was completed and accepted by the
City of Roseville on _____. The location is indicated on the attached map,
marked as Exhibit "A" and incorporated herein by this reference.

The general contractor on said project was _____.
The surety on said project was _____.

City of Roseville

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

I, _____, being first duly sworn, depose and say: I am the
_____ of the City of Roseville, a municipal corporation in the State of
California, owner of the property described in the above Notice. I am duly authorized to make
this verification for and on behalf of the City of Roseville. I have read the Certificate of
Completion and know its contents and the facts stated therein are true.

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

City of Roseville

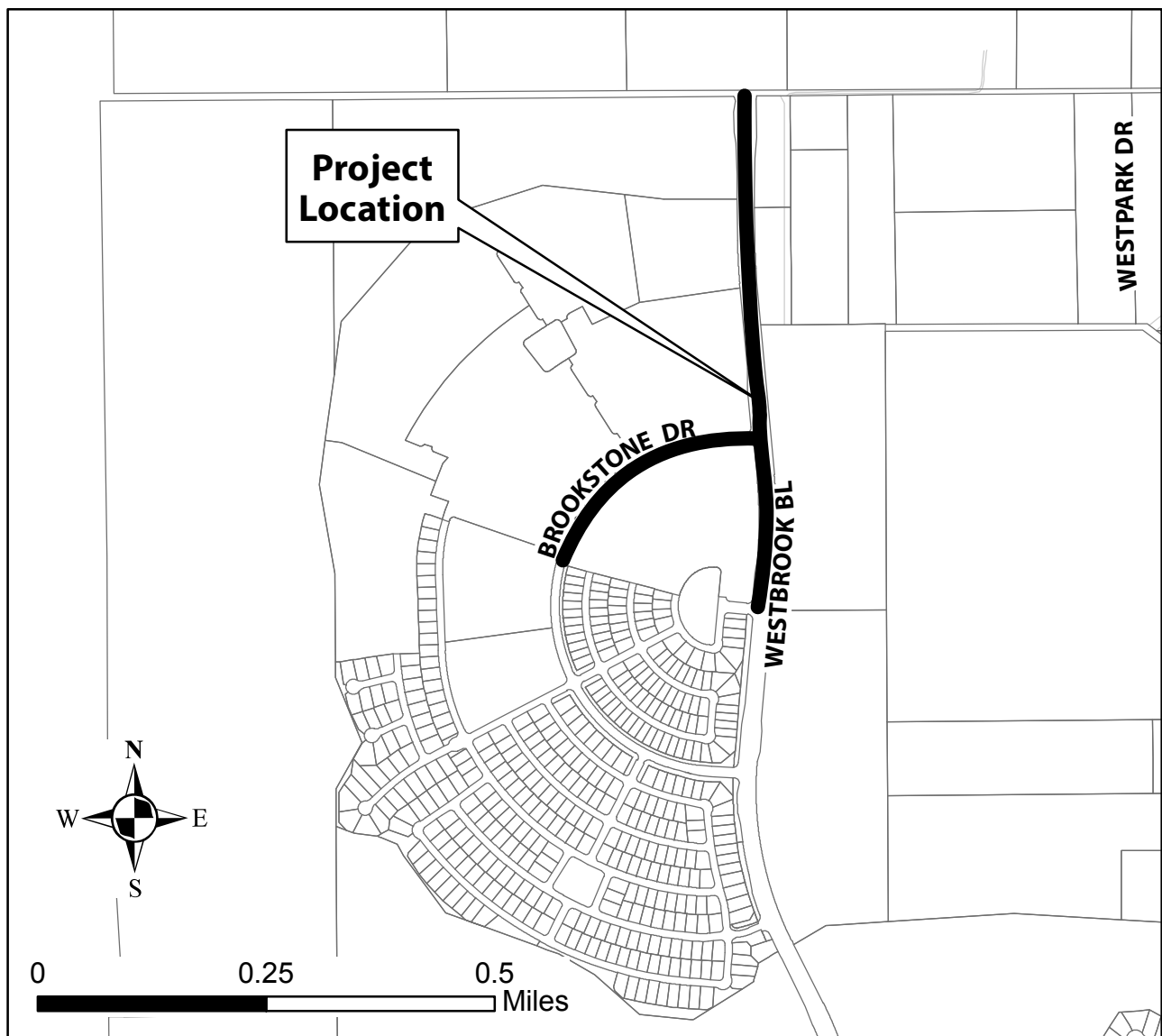
State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
20____, by _____ proved to me on the basis of satisfactory evidence to be
the person(s) who appeared before me.

Notary Public in and for said County and State

EXHIBIT A

City of Roseville Westpark Phase 4 North Westbrook Blvd and Brookstone Dr





COUNCIL COMMUNICATION

CC #: 8781

File #: 0400-04-18-1

Title: Roseville Parkway - Street Name Change
Contact: Jackie Pfeiffer 916-746-1315 jpfeiffer@roseville.ca.us

Meeting Date: 9/20/2017

Item #: 6.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution approving the street name change from "HP Way" to "Roseville Parkway" as shown on Exhibit A.

BACKGROUND

On August 5, 2015, the City Council approved the Hewlett Packard Campus Oaks Master Plan Amendment. That amendment effectively separated the Campus Oaks Master Plan area from the original Hewlett Packard Master Plan. A component of this amendment was the creation of a new public street that connected Foothills Boulevard to Blue Oaks Boulevard (see Exhibit A). This new street is now known as HP Way and has yet to be accepted as a public roadway.

Since the Council action in 2015, Campus Oaks has begun development with underground utilities, several roads, including HP Way, and Phase 1 of the Campus Oaks Apartments. In 2017 Hewlett Packard sold their remaining 140 acre property to Strada Investment Group. Over the past several months, staff has received numerous inquiries and requests to rename HP Way to Roseville Parkway. All of the property owners with current addresses on HP Way support this change. With this street name change, and the completion of the Roseville Parkway extension, between Washington Boulevard and Foothills Boulevard, Roseville Parkway will connect Blue Oaks Boulevard to Sierra College Boulevard, within the Roseville city limits.

FISCAL IMPACT

Fiscal impact of the proposed changes is negligible. The developer shall reimburse the cost of staff time to change street name and address data in the City's database systems (Accela, GIS, CIS), and the cost to change out the street signage.

ECONOMIC DEVELOPMENT / JOBS CREATED

This action does not correlate into a quantifiable economic benefit.

ENVIRONMENTAL REVIEW

Approval of the proposed street name assignment is not considered a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). No CEQA action is required.

Respectfully Submitted,

Jackie Pfeiffer, Planning Systems Technician

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-417

Exhibit A - Street Name Reassignment

RESOLUTION NO. 17-417

APPROVING THE RENAMING OF HP WAY TO ROSEVILLE PARKWAY

WHEREAS, staff requests to rename HP Way; and

WHEREAS, the granting of the request will contribute to an orderly system of street names and remove uncertainty among street names,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that it formally recognizes and approves the request to rename HP Way as shown in Exhibit "A."

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2017, by the following vote on roll call.

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

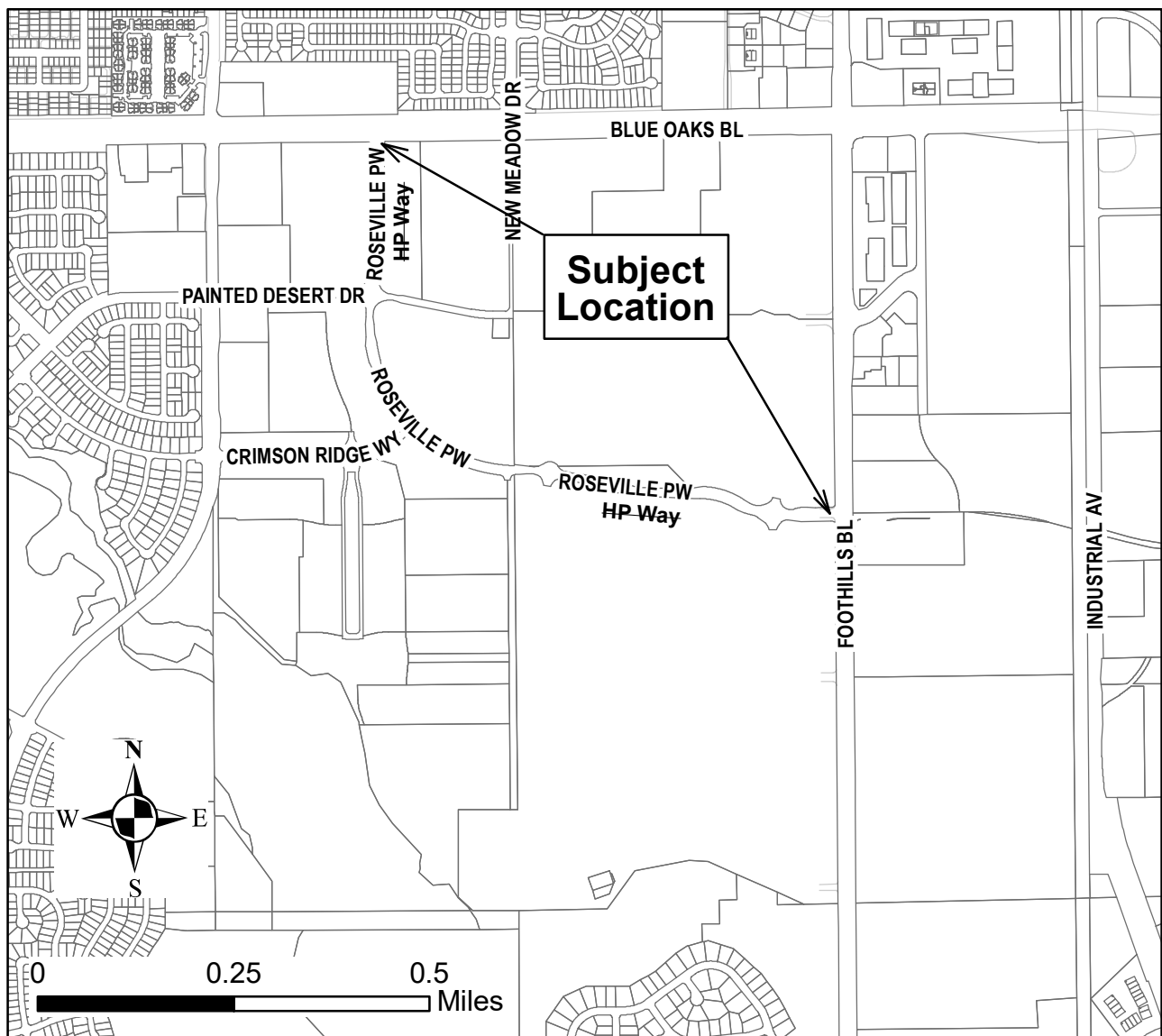
MAYOR

ATTEST:

City Clerk

EXHIBIT A

City of Roseville Streetname Reassignment HP Way to Roseville Parkway





COUNCIL COMMUNICATION

CC #: 8779

File #: 0704 & 0705

Title: After School Education and Safety Program - Memorandum of Understanding

Contact: Rob Nakamura 916-774-5135 rnakamura@roseville.ca.us

Meeting Date: 9/20/2017

Item #: 6.17.

RECOMMENDATION TO COUNCIL

Recommend Council approve the Memorandum of Understanding (MOU) between the City of Roseville and the Roseville City School District (RCSD) to operate the After School Education and Safety Program (ASES) and adopt a resolution authorizing the City Manager to execute the agreement. Within the terms of this MOU, the City is reimbursed a maximum of \$235,700.00 to offset direct expense to operate the after school program.

BACKGROUND

In 2006, the Roseville City School District received grant funding from the California Department of Education to provide an ASES program at two elementary school campuses, Cirby and Woodbridge. In response to a request from the Roseville City School District, the City of Roseville Parks, Recreation & Libraries Department has collaborated with the School District to implement the after school program. The ASES program provides after school homework assistance and enrichment opportunities for up to 120 students at Cirby and 100 students at Woodbridge Elementary Schools at no cost to participating families.

While the City's current Adventure Club program continues to be successful at all 18 school sites in Roseville, the ASES program funding enables participation for an underserved population of students during after school hours. The fee-based Adventure Club program is offered on both campuses or nearby schools sites for non-school days and vacation breaks.

Since 2006, the ASES program has provided significant community benefits that support the continued partnership and collaboration between the City and the Roseville City School District.

FISCAL IMPACT

The total state funding available to the RCSD is \$240,000.00. The RCSD uses \$4,300.00 of the funding for facility maintenance and grant administration with the balance of \$235,700.00 available to offset City expense to operate the program. The City's reimbursement offsets approximately 55% of the total budget to provide the programs at both locations. The balance is funded within

the Youth Development Fund. There is no General Fund impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

The ASES afterschool program provides for up to twenty (20) part time positions with the Parks and Recreation Department including Day Care Teacher, Day Care Aide, and Class Instructor. Additionally, one of the outcomes of this program provides for reliable child care, at no cost, supporting working families in two City of Roseville core neighborhoods.

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 After School Education and Safety Program (ASES) does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Rob Nakamura, Recreation Superintendent

Dion Louthan, Director, Parks, Recreation & Libraries



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-415

ASES MOU

RESOLUTION NO. 17-415

APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE CITY SCHOOL DISTRICT AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF
ROSEVILLE

WHEREAS, a Memorandum of Understanding for the After School Education and Safety (ASES) Program, between the City of Roseville and Roseville City School District, has been reviewed by the City Council;

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

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

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

Mayor

ATTEST:

City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ROSEVILLE AND
THE ROSEVILLE CITY SCHOOL DISTRICT REGARDING
THE AFTER SCHOOL EDUCATION AND SAFETY PROGRAM

THIS AGREEMENT is made and entered into this ____ day of _____, 2017,
by and between the City of Roseville, a municipal corporation ("CITY"), and the Roseville City
School District, an elementary school district ("DISTRICT").

WITNESSETH:

WHEREAS, DISTRICT obtained a grant from the California Department of Education for
low income after school programming; and

WHEREAS, DISTRICT desires to offer an after school tutoring and enrichment program
at the school sites of Cirby Elementary and Woodbridge Elementary, known as the After School
Education and Safety (ASES) Program; and

WHEREAS, CITY currently operates after school daycare at these two school sites; and

WHEREAS, the parties desire to jointly administer the ASES Program at Cirby
Elementary and Woodbridge Elementary using the grant funding.

NOW, THEREFORE, the parties agree as follows:

1. CITY Responsibilities. CITY shall:
 - a. Provide school tutoring and enrichment program for up to 120 students at

Cirby Elementary and for up to 100 students at Woodbridge Elementary.

b. Provide a program coordinator, up to ten (10) recreation specialists and two (2) enrichment instructors at Cirby Elementary.

c. Provide a program coordinator, up to eight (8) recreation specialists and two (2) enrichment instructors at Woodbridge Elementary.

d. Provide training for staff members as appropriate.

e. Conduct background checks, fingerprinting and medical screenings of all staff as required by the California Education Code.

f. Provide supplies for use in the enrichment component of the ASES Program. The costs of these supplies will be included in the invoices from the CITY.

g. Submit invoices to the DISTRICT for CITY incurred ASES program costs, such as resources and supplies, four times a year, no later than October 30, December 31, March 31 and June 30. Provided, however, that the amount of the invoices cannot exceed the amount of grant funding received by the DISTRICT each year.

h. Be responsible for custodial services and utilities for any CITY facilities used for the ASES Program.

2. DISTRICT Responsibilities. DISTRICT shall:

a. Provide facilities at the school sites for the purpose of the ASES Program. DISTRICT will make every effort to provide facilities or classrooms which are dedicated to the ASES Program, but the ASES Program may be held in classrooms or facilities which are used during the regular school day.

b. Provide curriculum for use in the tutoring component of the ASES Program.

- c. Be responsible for custodial services and utilities for any DISTRICT facilities used for the ASES Program.
- d. Be responsible for ASES grant administration, including all reporting and evaluations.
- e. Provide the daily snack for the students in the ASES Program that meets healthy snack standards as required.
- f. Assist with the recruitment of students into the ASES program.
- g. Act as the fiscal agent for the grant monies, and pay outstanding invoices for the ASES Program to CITY within thirty (30) days after receipt.
- h. Assist with parent communication regarding student behavior and attendance.

3. Term. The term of this Agreement shall begin on August 17, 2017 and terminate on July 31, 2018. The parties understand that this Agreement shall be contingent upon continued funds being granted by the California Department of Education for the ASES Program and that failure by the DISTRICT to obtain such grant funding will result in this Agreement being terminated.

4. Bi-Annual Review. In January of 2018 and June of 2018, the parties will meet to evaluate the terms of this Agreement and to discuss potential revisions.

5. Indemnification. Each party shall defend, indemnify, and hold the other party (and its respective officers, agents and employees, while acting as such) harmless from liability the other party, its officers, agents, and employees of from all claims, damages, costs, liabilities, or expenses which any of them shall become obligated to pay by reason of liability imposed by law because of injury to or death of persons or damage to property caused or resulting from or arising

out of the party'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 the other party's sole or active negligence. The parties intend that this provision shall be broadly construed.

6. Insurance. Both parties agree to maintain in full force and effect, at a minimum, the following policies of insurance during the term of this Agreement.

COVERAGE

Workers Compensation

Commercial General Liability

LIMITS OF LIABILITY

Statutory

Bodily Injury:

\$1,000,000 each occurrence

\$2,000,000 aggregate

Property Damage:

\$1,000,000 each occurrence

Personal Injury: \$1,000,000 each occurrence

\$2,000,000 aggregate

Both parties shall name the other party as an additional named insured on such insurance policy. Both parties shall provide the other party with proof of insurance coverage, or evidence of self-insurance, prior to commencement of any services under this Agreement.

7. Compliance with Laws. The parties shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of services under this Agreement.

8. Assignment. Neither party shall assign or transfer any interest in this Agreement nor the performance of obligations hereunder without the prior written consent of the other and any attempt to so assign this Agreement or any rights, duties, or obligations arising hereunder shall, at the option of the non-assigning party, be void and of no effect.

9. Independent Contractor. CITY and DISTRICT shall, in the performance of their respective obligations under this Agreement, act as independent contractors and shall not be

officers, agents, or employees of the other.

10. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

11. Termination of Agreement. Either party may terminate this Agreement at any time upon giving ninety (90) days advance written notice to the other party; provided, however, that once an ASES Program session has started, this Agreement cannot be terminated and must continue through the end of that program session.

12. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

CITY OF ROSEVILLE
Robert Nakamura
Recreation Superintendent
316 Vernon Street, #400
Roseville, CA 95678

DISTRICT
Amy Banks
Director of Educational Services
1050 Main Street
Roseville, CA 95678

Either party may amend its address for notice by notifying the other party in writing.

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. 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 _____, 2017, and DISTRICT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

ROSEVILLE CITY SCHOOL DISTRICT, an
elementary school district

BY: _____
ROB JENSEN
City Manager

BY:  _____
DERK GARCIA
Superintendent, Roseville City Schools

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 and Libraries Director



COUNCIL COMMUNICATION

CC #: 8780

File #: 0707 & 0214

Title: Roseville Aquatics Complex Deck Replacement and Pool Re-Plaster Project - Grant Agreement

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

Meeting Date: 9/20/2017

Item #: 6.18.

RECOMMENDATION TO COUNCIL

Approve the attached resolution authorizing the City Manager to execute the Placer Valley Tourism Grant Agreement between the City of Roseville and Placer Valley Tourism for a \$500,000.00 contribution towards the competition pool re-plaster and deck repairs at the Roseville Aquatics Complex.

BACKGROUND

In October 2016, Placer Valley Tourism informed the City of a \$500,000.00 grant award to re-plaster the competition pool and repair the surrounding concrete deck at the Roseville Aquatics Complex. The grant amount was based on an original project estimate of \$1,200,000.00. In June 2017, Council approved a budget adjustment of \$700,000.00 from the General CIP Rehabilitation Funds to increase funding for the project. The approval of the Grant Agreement formalizes the provision and acceptance of \$500,000.000 toward the project.

The anticipated timeline to begin work is mid-September 2017.

FISCAL IMPACT

The Placer Valley Tourism grant will partially fund the project with a \$500,000.00 contribution. Approval to allocate \$700,000.00 from the General CIP Rehabilitation Fund (Fund 00310) to the project was approved in June 2017.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 1506(b)(3)). The approval of the Agreement does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Tara L. Gee, Park Planning & Development Superintendent

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-416

RAC Grant Agreement

RESOLUTION NO. 17-416

APPROVING A GRANT AGREEMENT WITH SOUTH PLACER COUNTY TOURISM
CORPORATION DBA PLACER VALLEY TOURISM

WHEREAS, a grant agreement for a \$500,000 grant award to re-plaster the competition pool and repair the surrounding concrete deck at the Roseville Aquatics Complex, by and between the City of Roseville and South Placer County Tourism Corporation dba Placer Valley Tourism, 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

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made as of _____, 2017, by and between South Placer County Tourism Corporation, dba Placer Valley Tourism, a California nonprofit corporation ("PVT") and City of Roseville, a municipal corporation ("City"). The undersigned parties enter into this Agreement with reference to the following:

RECITALS

WHEREAS, City operates the Roseville Aquatics Complex in Roseville, California (the "Complex.") PVT is a local business assessment district formed to promote tourism and sports destinations in Roseville, Rocklin, and Lincoln.

WHEREAS, City and PVT desire to make certain repairs and improvements to the Complex, as further described below, in order to increase the use of the Complex and attract tourist-generating events.

WHEREAS, the parties wish to agree on the following terms and conditions before PVT provides City with funds to help City repair and improve the Complex.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties expressly and intentionally bind themselves as follows:

AGREEMENT

1. **Grant of Funds.** PVT shall pay City an amount not to exceed \$500,000.00 for City to use in the manner set forth below (the "Grant.") The Grant shall be paid on the following schedule:

(a) Within ten (10) days after execution of this Agreement, PVT shall pay the City \$250,000.00; and

(b) Upon completion of the "Pool Project" (defined below), and provided City is not in default of any of the provisions hereof, PVT shall pay to City the balance of the Grant (another \$250,000.00).

2. **City's Obligations.** As a condition to receiving the Grant and each payment described above, City shall do all of the following:

(a) Use the payments and the Grant exclusively to acquire the goods, equipment, materials, and labor necessary to re-plaster the competition pool at the Complex and to repair the deck surrounding the pool, all in a good and workmanlike manner and in a manner which complies with all applicable ordinances, regulations, laws, and codes, including but not limited to the Americans with Disabilities Act, etc.

(the "Pool Project."). City shall be solely responsible for managing the Pool Project, employing all contractors, and securing all required permits and approvals related to the work.

(b) Complete the Pool Project within no more than one (1) year from the effective date of this Agreement, subject to delays caused by weather and other factors beyond City's control, and commence using the pool and Complex in connection with tourism-generating events upon completion of the Pool Project. City shall use its best efforts to continue using the pool and the Complex in connection with tourist-generating events for a minimum of ten (10) years.

(c) Use its best efforts, in collaboration with PVT, to book events at the Complex that generate and increase tourism at the Complex and in South Placer County. City acknowledges that reserving the facility may require a minimum advance notice of twelve (12) to twenty four (24) months.

(d) Provide permanent signage at the Complex with PVT's logo, recognizing PVT's contribution to the Complex, in mutually agreed upon formats and locations. City shall provide photographs of such displays to PVT. The signage must be displayed for at least ten (10) years. City shall not use or display PVT's logos or trademarks except in a manner authorized by PVT and/or this Agreement.

(e) Use its best efforts to comply with the preliminary timeline for implementation, attached hereto as Exhibit "A," and the bid documents, attached hereto as Exhibit "B," pending permit approvals.

(f) City shall periodically (but not less than quarterly) report to PVT regarding the status of the Pool Project and the manner in which the Grant funds have been spent. City shall keep and maintain adequate records and receipts associated with the Pool Project and upon request provide PVT with a copy of all pertinent records and receipts for all goods, equipment, materials, and labor purchased with the Grant.

(g) City shall immediately notify PVT if any of the information provided by City concerning the Pool Project materially changes, or if there is a new development which significantly affects the Complex or the Pool Project.

3. Default by City. The failure by City to comply with the terms and provisions of this Agreement shall constitute a breach by City, the remedy for which shall include, but not be limited to, an obligation to promptly return to PVT the full amount of the Grant. In the event of any material change in the Pool Project

inconsistent with the Grant, or of a breach of any provision of this Agreement by the City, PVT shall have the right to immediately terminate this Agreement and recover any payments made to City, in addition to all other legal or equitable remedies.

4. Indemnification. City agrees to indemnify, defend, and hold harmless PVT and its officers, directors, employees, agents, and volunteers from any claims of third parties arising out of or related to any act or omission of City and/or its agents, officers, employees, and contractors in connection with this Agreement, the Grant, the Pool Project, and/or the use and operation of the Complex, except for those matters arising from PVT's negligence or willful misconduct. The City shall maintain and require prudent insurance coverage with respect to all aspects of the Pool Project.

5. Relationship of Parties. Each party intends for their relationship to be separate and that of an independent contractor to the extent the City undertakes any activities for PVT. PVT shall not by virtue of this Agreement, in any way or for any purpose, be deemed to have become a partner of the City in the conduct of its business, or otherwise, or joint venture or a merger of a joint enterprise with the City.

6. Entire Agreement. This Agreement is the final expression of the parties' agreement concerning its subject matter and the complete and exclusive statement of the terms of their agreement. This Agreement supersedes any and all prior communications, agreements, promises, and understandings, written or oral, between or among the parties pertaining to the subject matter of the Agreement. The parties, in executing this Agreement, have not relied on any inducements, promises or representations made by any other party hereto, except as provided herein. No modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto.

7. Waiver. Waiver by PVT of any default or breach of this Agreement by the City shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement. No waiver shall be valid unless made in writing and duly approved by PVT.

8. Binding Effect; Restrictions on Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns. However, this Agreement is not assignable by the City.

9. Attorneys' Fees. In any legal action or other such proceeding arising out of or related to this Agreement, the prevailing party in such action shall recover against the losing party, in addition to any damages, injunctions or other relief to which the

party is entitled, reasonable attorneys' fees and costs incurred by the prevailing party.

10. Further Acts. Without further consideration, the parties shall execute and deliver such additional documents and take such further actions as may be reasonably required to effectuate all of the terms of this Agreement.

11. Interpretation. This Agreement shall be governed by California law without regard to conflict of law principles. This Agreement shall be interpreted in accordance with the plain meaning of its terms and no rule of legal construction calling for interpretation of this Agreement in favor of one party or the other based on the party drafting the Agreement shall apply. Headings are for reference purposes only.

12. Severability. Each provision of this Agreement is intended to be severable. If any term or provision hereof is determined by a court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

13. Counterparts. For the convenience of the parties, this Agreement may be executed in one or more counterparts and by facsimile or email signature delivery.

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 the City Clerk under the authority of Resolution No. _____, adopted by the City Council of the City of Roseville on the ____ day of _____, 20____, and PVT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

SOUTH PLACER COUNTY
TOURISM CORPORATION,
a California nonprofit
corporation, dba PLACER
VALLEY TOURISM

BY: _____
ROB JENSEN
City Manager

BY:  _____
DAVID ATTAWAY
Chief Executive Officer

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: Heather Hilton
Chairperson, PVT Board

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
DION LOUTHAN
Director, Parks, Recreation & Libraries

EXHIBIT "A"



**Parks, Recreation
& Libraries**

Placer Valley Tourism – Project Work Plan

Roseville Aquatics Complex – Pool Re-plaster and Deck Repairs

Professional design contract award for City Council approval	March 1, 2017
Notice to proceed on architectural work	March 2, 2017
Completion of bid packet	June 1, 2017
City-wide plan review/approval	June 1, 2017
Bid packet complete	June 12, 2017
Council approval of project and bid advertisement	July 5, 2017
Bid opening	August 7, 2017
Bid award at Council	September 20, 2017
Issuance of Notice to Proceed	September 21, 2017
Start on site work	September 25, 2017
Target project completion	March 1, 2018

EXHIBIT "B"



ARCHITECT

1351 - 30TH ST.

ROSEVILLE, CA 95767

PH: 720-734-1000

FX: 720-734-1011

WWW.CITYOFROSEVILLE.CA

316 VERNON STREET, SUITE 480

ROSEVILLE, CA 95678

CITY OF ROSEVILLE

CLIENT

ADDRESS

CITY OF ROSEVILLE

316 VERNON STREET, SUITE 480

ROSEVILLE, CA 95678

CLIENT

ADDRESS

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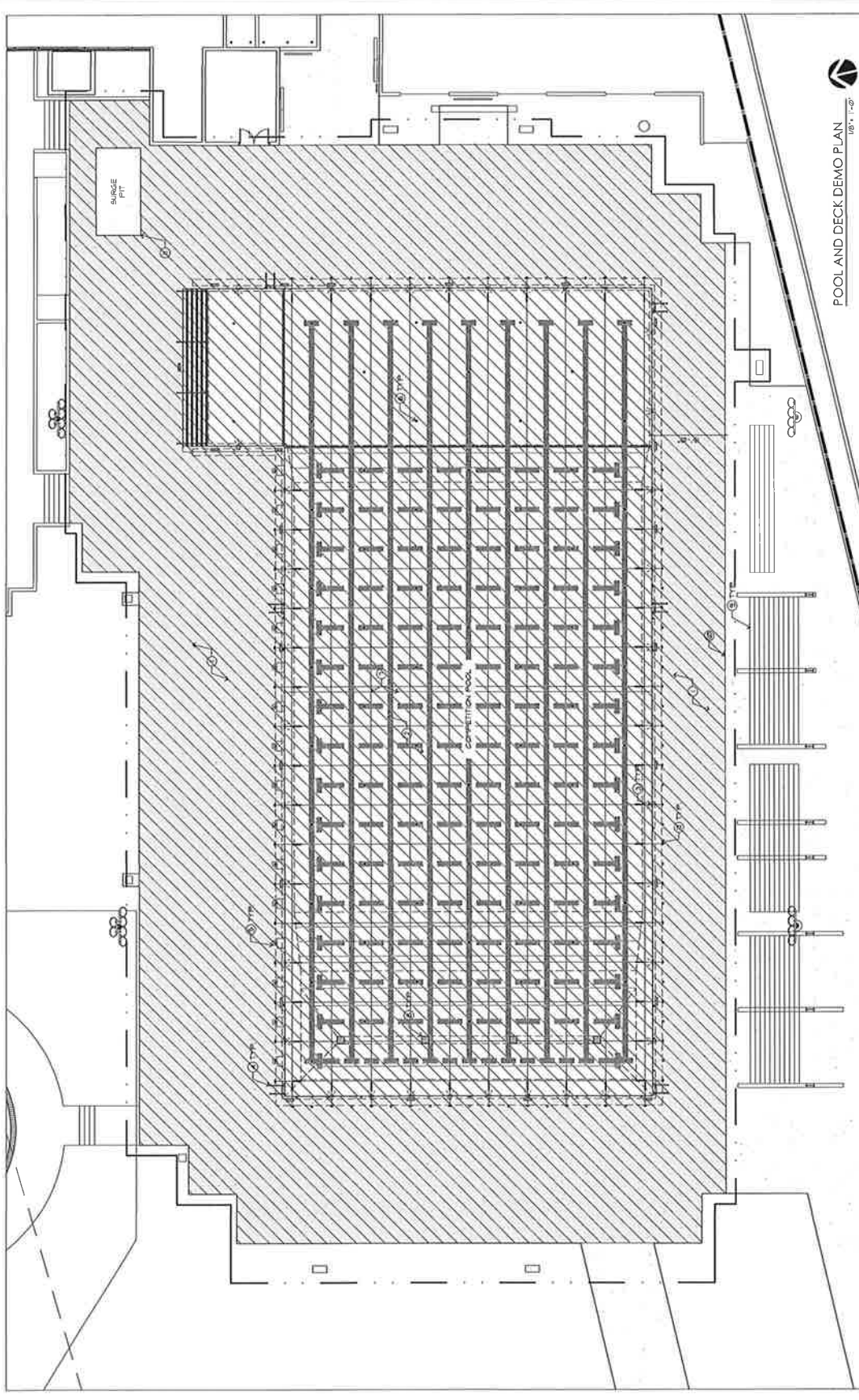
ADDRESS

CITY OF ROSEVILLE

316 VERNON STREET, SUITE 480

ROSEVILLE, CA 95678

CLIENT



POOL AND DECK DEMO PLAN
1/8" = 1'-0"

LEGEND

- POOL CONG DECK TO BE REMOVED COMPLETE
- PLASTER FINISH / ALL TILE TO BE REMOVED TO EXPOSE POOL SHELL (WALL FLOORS) TYP.
- LIHT OF WORK

KEY NOTES

- REMOVE POOL DECK AND CANTILEVER POOL EDGE COMPLETE. LATER, A TILE TO BE REMOVED TO EXPOSE EXISTING POOL SHELL.
- ONCE PLASTER HAS BEEN REMOVED, THE ARCHITECT SHALL PROVIDE A DETAIL FOR THE REMOVAL OF THE POOL SHELL. THE CONTRACTOR SHALL REMOVE ANY POOL SHELL AREA SHOWING SIGNS OF RUST OR DETRIORATION. SEE AREA 5-0000 FOR DETAIL.
- REPAIR ANY CRACKS BY GRINDING & INJECTING EPOXY, GROUT, AND PREPARE GUTTERS FOR APPLICATION OF THICKSALL PER SPECIFICATIONS.
- REMOVE EXISTING POOL SHELL AND REPAIR EXISTING LIGHT NICHES TO REMAIN PROTECTED AND PREPARED FOR INSTALLATION OF NEW LIGHT FIXTURES.

GENERAL NOTES

- REPLACE ALL QUALITY FLOW VENTS AND PIPING DAMAGED DUE TO TRESSURES SUFFICIENT FOR INSTALLATION OF NEW COUPLER. SEE SPT-1.

DRAWING NO: SP1-0

DATE: 10/1/2011

SCALE: 1/8" = 1'-0"

PROJECT: ROSEVILLE AQUATICS COMPLEX

LOCATION: 3051 WOODCREEK OAKS BOULEVARD, ROSEVILLE, CA 95747

CLIENT: CITY OF ROSEVILLE

ADDRESS: 316 VERNON STREET, SUITE 480, ROSEVILLE, CA 95678

CLIENT: CITY OF ROSEVILLE

ADDRESS: 316 VERNON STREET, SUITE 480, ROSEVILLE, CA 95678

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CLIENT: CITY OF ROSEVILLE

ADDRESS: 316 VERNON STREET, SUITE 480, ROSEVILLE, CA 95678

CLIENT: CITY OF ROSEVILLE

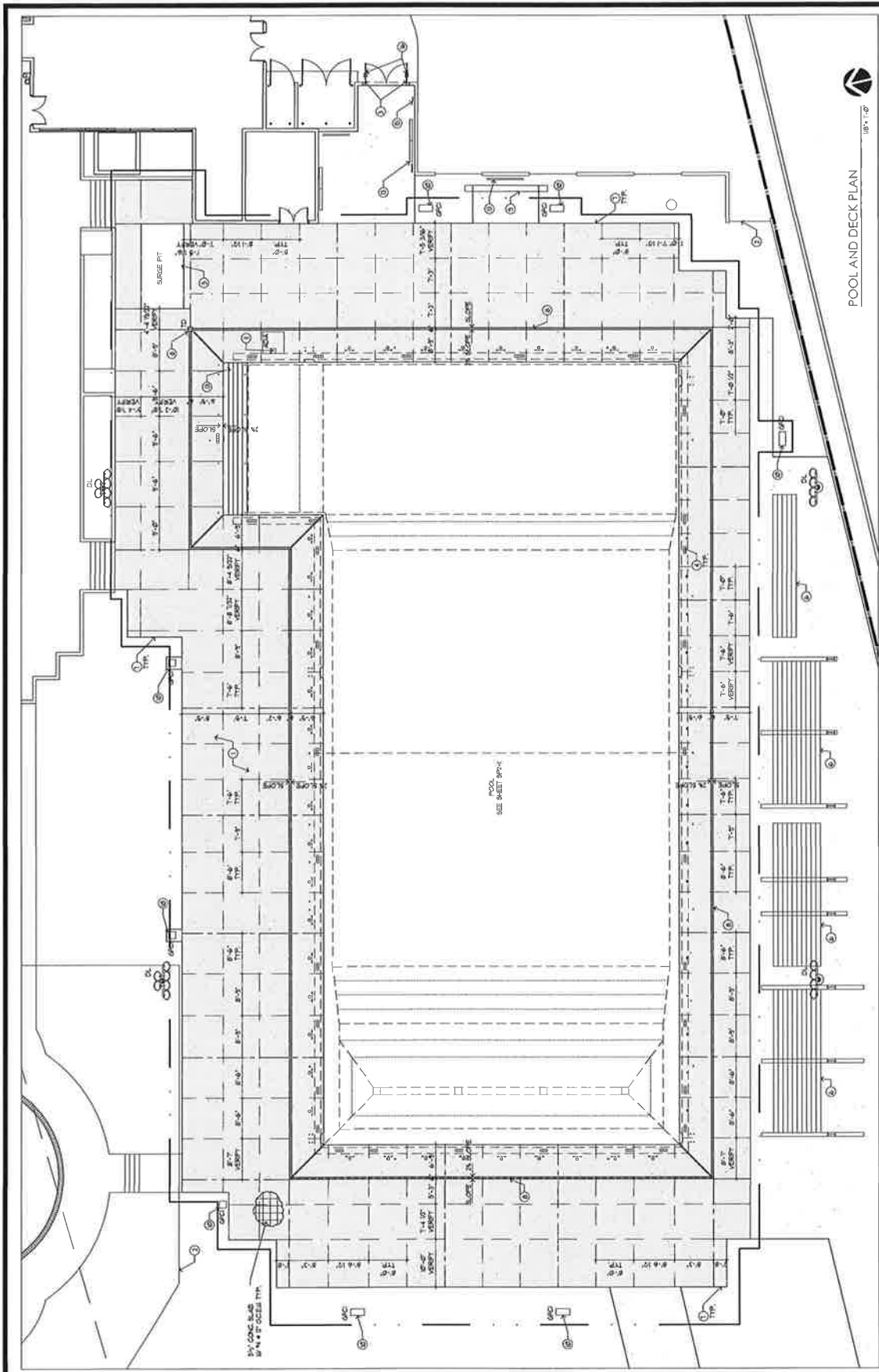
ADDRESS: 316 VERNON STREET, SUITE 480, ROSEVILLE, CA 95678



1351 - SHEET 1
DISTRIBUTION MAP
VIA - CA 92001
PH: 760-734-1800
FL: 760-734-1811



CITY OF ROSEVILLE		316 VERNON STREET, SUITE 480 ROSEVILLE, CA 95678
DATE	3/1/2024	3/1/2024
SCALE	1" = 10'-0"	1" = 10'-0"
DRAWING NO.	SP1-1	SP1-1
PROJECT	ROSEVILLE AQUATICS COMPLEX	ROSEVILLE AQUATICS COMPLEX
LOCATION	3051 WOODCREEK OAKS BOULEVARD, ROSEVILLE, CA 95747	3051 WOODCREEK OAKS BOULEVARD, ROSEVILLE, CA 95747
DESIGNED BY	3/1/2024	3/1/2024
CHECKED BY	3/1/2024	3/1/2024
DATE	3/1/2024	3/1/2024



GENERAL NOTES

- 1. ALL ANCHORS AND EMBEDMENTS SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE 2018 INTERNATIONAL BUILDING CODE (IBC) AND THE 2018 INTERNATIONAL RESIDENTIAL CODE (IRC).
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES DURING THE CONSTRUCTION OF THE POOL AND DECK.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC AREAS AT ALL TIMES.
- 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE FEATURES.
- 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SOILS AND EROSION CONTROL MEASURES.
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES DURING THE CONSTRUCTION OF THE POOL AND DECK.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC AREAS AT ALL TIMES.
- 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE FEATURES.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SOILS AND EROSION CONTROL MEASURES.

KEY NOTES

- 1. IN CONCRETE DECK WITH BRUSH FINISH TEXTURE, REINFORCING TO BE 4" x 8" @ 12" O.C. ALL REINFORCING SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE 2018 INTERNATIONAL BUILDING CODE (IBC) AND THE 2018 INTERNATIONAL RESIDENTIAL CODE (IRC).
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES DURING THE CONSTRUCTION OF THE POOL AND DECK.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC AREAS AT ALL TIMES.
- 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE FEATURES.
- 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SOILS AND EROSION CONTROL MEASURES.
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES DURING THE CONSTRUCTION OF THE POOL AND DECK.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC AREAS AT ALL TIMES.
- 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE FEATURES.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SOILS AND EROSION CONTROL MEASURES.

EQUIPMENT LIST & SYMBOLS

ITEM	DESCRIPTION	MAKE AND MODEL	REMARKS
1	POOL COVER	SEE DETAIL	POOL COVER
2	POOL COVER	SEE DETAIL	POOL COVER
3	POOL COVER	SEE DETAIL	POOL COVER
4	POOL COVER	SEE DETAIL	POOL COVER
5	POOL COVER	SEE DETAIL	POOL COVER
6	POOL COVER	SEE DETAIL	POOL COVER
7	POOL COVER	SEE DETAIL	POOL COVER
8	POOL COVER	SEE DETAIL	POOL COVER
9	POOL COVER	SEE DETAIL	POOL COVER
10	POOL COVER	SEE DETAIL	POOL COVER

LEGEND

- 1. POOL COVER: TO BE REMOVED COMPLETE
- 2. POOL COVER: TO BE REMOVED COMPLETE
- 3. POOL COVER: TO BE REMOVED COMPLETE
- 4. POOL COVER: TO BE REMOVED COMPLETE
- 5. POOL COVER: TO BE REMOVED COMPLETE
- 6. POOL COVER: TO BE REMOVED COMPLETE
- 7. POOL COVER: TO BE REMOVED COMPLETE
- 8. POOL COVER: TO BE REMOVED COMPLETE
- 9. POOL COVER: TO BE REMOVED COMPLETE
- 10. POOL COVER: TO BE REMOVED COMPLETE



1



1

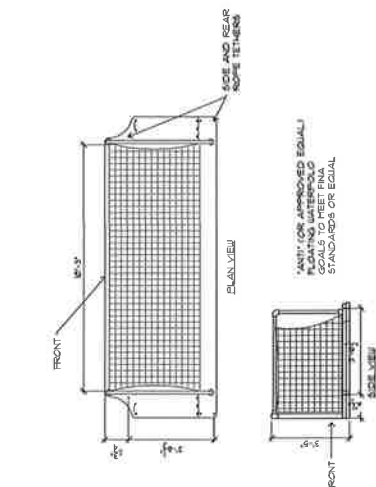


1251 - SUITE 1,
DISTRIBUTION WAY
VISTA - CA 92081
PH: 760-734-1600
FX: 760-734-1611

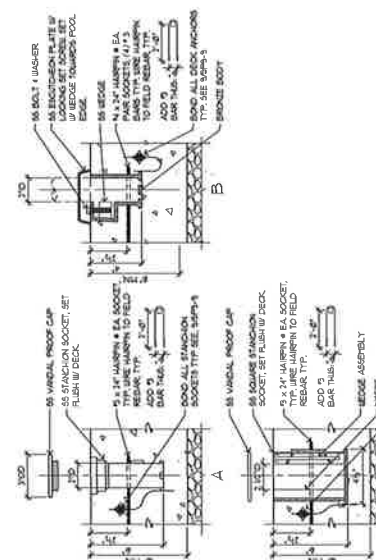
116 VERNON STREET, SUITE 480
ROSEVILLE, CA 95678

ROSEVILLE AQUATICS COMPLEX

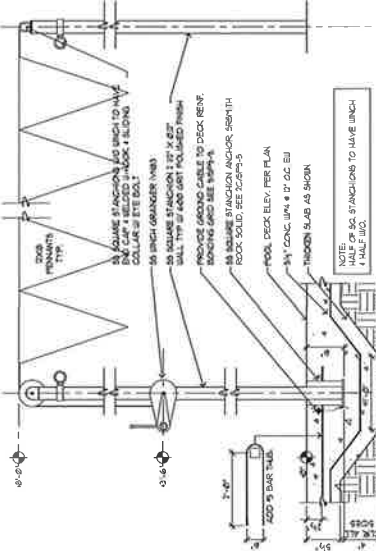
DRAWING NO.: SP9-5



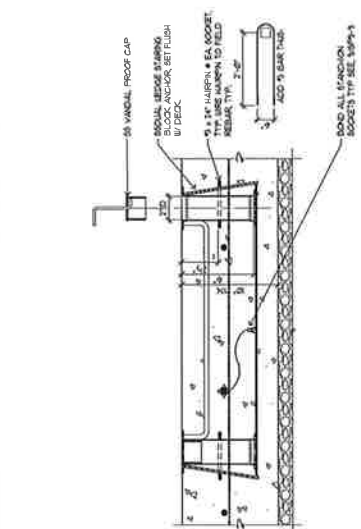
FLOATING WATERPOLO GOAL



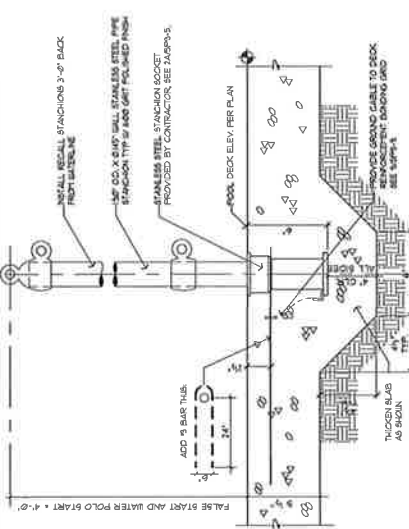
ANCHOR & STANCHION SOCKET



BACKSTROKE STANCHION & ANCHOR



DUAL WEDGE ANCHOR



FALSE START / WATER POLO START STANCHION & SOCKET

NOT USED

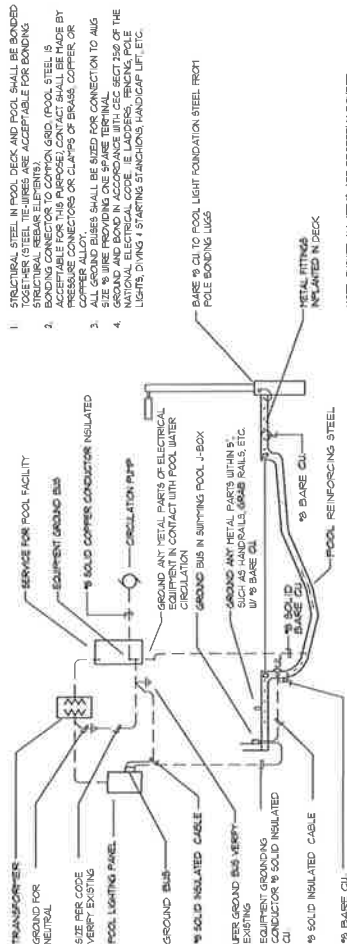
NOT USED

NOT USED

NOT USED

20

BONDING & GROUNDING NOTES:



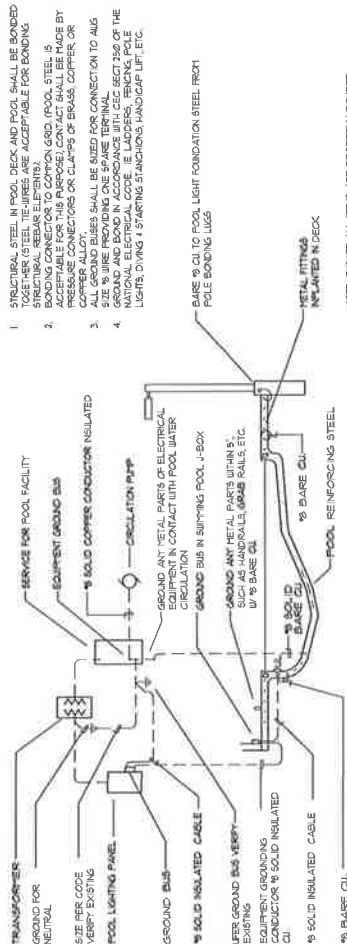
NOTE: ENSURE ALL ITEMS ARE PROPERLY BONDED
BOTH EXISTING AND NEWLY INSTALLED

BONDING SCHEMATIC (TYPICAL)

GROUNDING DETAILS (TYPICAL)

79

BONDING & GROUNDING NOTES:

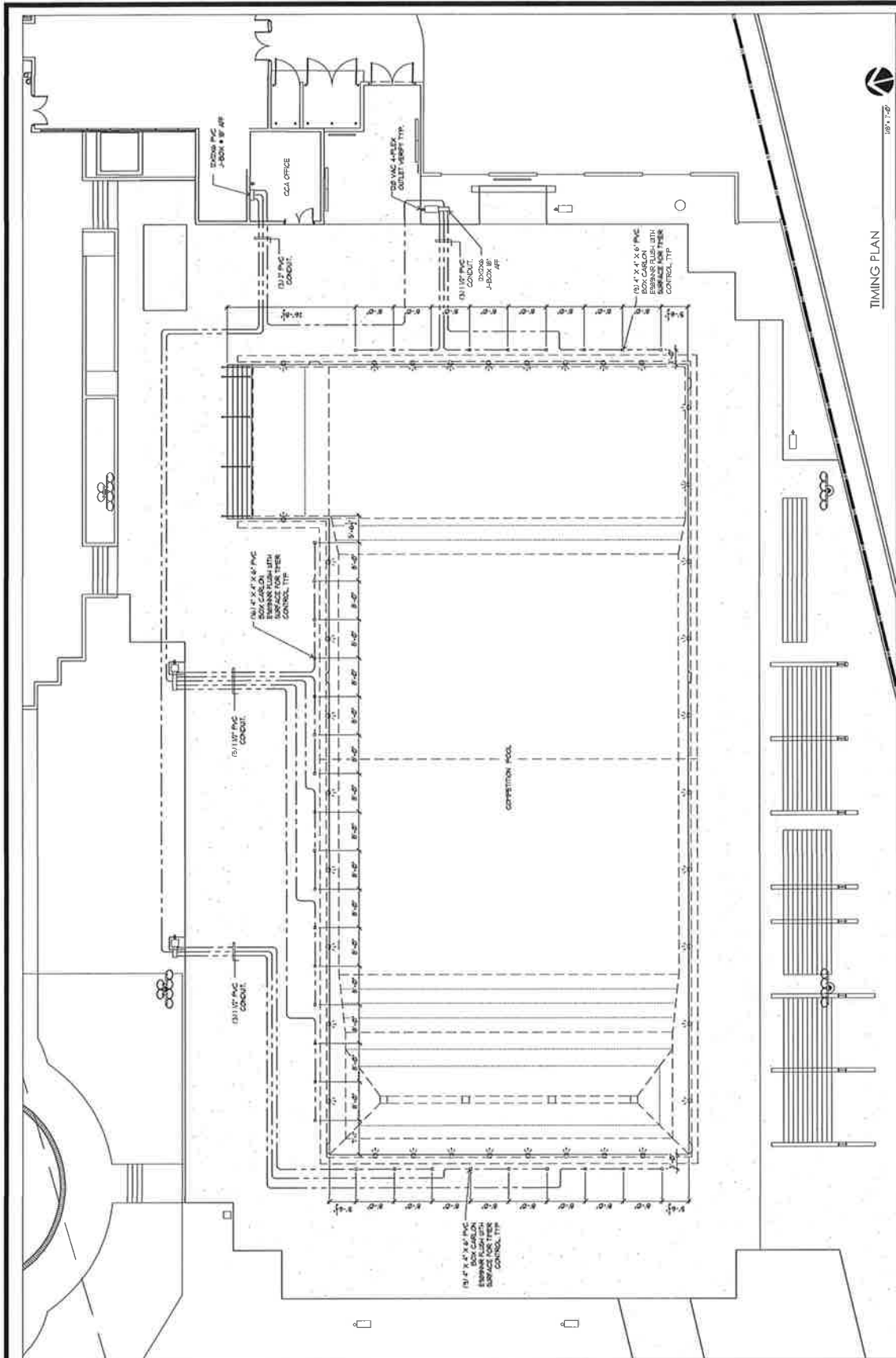


NOTE: ENSURE ALL ITEMS ARE PROPERLY BONDED
BOTH EXISTING AND NEWLY INSTALLED

BONDING SCHEMATIC (TYPICAL)

GROUNDING DETAILS (TYPICAL)

79



GENERAL NOTES

- VERIFY POWER TO ALL COMPONENTS IF NONE IS PRESENT INSTALL 120 VAC 4-POLE OUTLET AND CONDUIT TO 30AMP CIRCUIT BREAKER
PVC CONDUIT TO BE INSTALLED WITH FULL STRUT FOR FUTURE COLORADO TYPING SPECIFICATIONS
PVC CARBON BOX TO BE INSTALLED FLUSH WITH CONCRETE DECK AND PROVIDED WITH COVER PLATE IN LIEU OF COLORADO TYPING SPECIFICATIONS



COUNCIL COMMUNICATION

CC #: 8775
File #: 0203-14

Title: Security Services - Memorandum of Understanding
Contact: Dan Allen 916 774-5741 dallen@roseville.ca.us

Meeting Date: 9/20/2017
Item #: 6.19.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to sign the attached Memorandum of Understanding (MOU) with Sierra Joint Community College District (District) to provide security guard services at 316 Vernon on behalf of the City. The City will split the cost 50/50 of services for Monday – Friday and the District will pay for all other service hours. The City's annual cost for this services will be \$33,690.80. Funding is included in the FY2017/18 City Facilities Security Improvements Project.

BACKGROUND

The main lobby of 316 Vernon requires security guard services during business hours to prevent loitering and undesirable behavior. In addition the District requires security guard services for their faculty and students. The District will provide security guard services utilizing their existing contract per the attached MOU. The City will split the cost 50/50 for services Monday – Friday and the District will pay for all additional security services provided beyond these hours.

FISCAL IMPACT

The City's annual cost for this services will be \$33,690.80. Funding is included in the FY2017/18 City Facilities Security Improvements Project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable to this agreement.

ENVIRONMENTAL REVIEW

This memorandum of understanding for the security guard services 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,

Dan Allen, Facility Manager

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

ResolutionNo. 17-411

MOU

Price sheet

RESOLUTION NO. 17-411

APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
ROSEVILLE AND THE SIERRA JOINT COMMUNITY COLLEGE DISTRICT, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a Memorandum of Understanding between the City of Roseville and the Sierra Joint Community College District regarding private security services at 316 Vernon Street, Roseville, CA, has been reviewed by the City Council; and

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

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

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

Mayor

ATTEST:

City Clerk

**Memorandum of Understanding
between
Sierra Joint Community College District
and
City of Roseville**

PURPOSE:

This Memorandum of Understanding ("MOU") is hereby made and entered into between the Sierra Joint Community College District ("District") and the City of Roseville ("City") collectively referred to as the "Parties." The purpose of this agreement is to arrange for the provision of private security services at 316 Vernon Street, Roseville, CA ("Facility") for both parties.

TERM OF AGREEMENT:

This MOU shall be effective August 1, 2017 through June 30, 2020 (35 months) and shall remain in effect until terminated by either party. In the event that it becomes necessary for a party to cease being a part of this MOU, said party shall notify the other party, in writing, 90 days prior to the termination date.

MODIFICATION:

This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by persons authorized to sign on behalf of all parties. If any provision of this MOU is held invalid, or otherwise stricken, the remainder of this MOU shall remain in full force or effect.

MUTUAL AGREEMENT:

District will arrange to provide security services at the Facility to support District hours of instructions.

Hours: The hours of operation for security at the building will be as follows:

Monday through Friday from 7:30a.m. - 11:00 p.m.
Saturday from 7:30 a.m. – 6:30 p.m.
Sundays on an "As needed basis for the District"

Reimbursement for Services Provided: The Parties will split equally the costs of security for the hours of 7:30 a.m. to 11:00 p.m. Monday through Friday. All additional security services provided beyond these hours shall be the sole responsibility of the District.

Invoices: The District will bill the City at the beginning of each month for their share of the cost of the security services. The District shall provide an invoice to the City showing the monthly cost of security services charged by the private security firm. The City will remit payment of the invoice within thirty (30) days of its receipt.

Operations: Security personnel shall be located in the lobby of the Facility at a desk and chair provided by the City. Security personnel shall conduct random patrols of all floors of the Facility where feasible and as agreed upon by both Parties. Security personnel shall respond to requests for security services within the Facility. In addition, security personnel may be requested to conduct other security related duties requested by either party to this agreement (e.g. escort tenants to cars).

INDEMNIFICATION: District shall defend, indemnify and hold harmless City and its affiliates, parents and subsidiaries, and any of their respective officials, directors, trustees, officers, agents, employees and volunteers from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District its officers, employees, agents, instructors or students.

City shall defend, indemnify and hold harmless District, its officers, employees, agents, volunteers, students and trainees from any and all liability, loss, expense (including reasonable attorney fees) or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the City, its officers, employees, or agents.

INSURANCE: District shall procure and maintain in force during the term of this MOU, at its sole cost and expense, professional, general and auto liability insurance to protect City against liability arising from or incident to the use and operation of City for the services described in this MOU.

Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate for each professional liability insurance and commercial general liability insurance.

Coverage under such insurance shall not be less than One Million Dollars (\$1,000,000) combined single limit per occurrence for auto liability insurance.

Both City and District agree to carry worker's compensation insurance to protect its respective employees in accordance with the laws in the State of California.

District shall provide City, upon request, with proof of insurance evidencing the insurance coverage required under this section. The District shall also notify the City within ten (10) days of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

City will procure and maintain in full force and effect adequate insurance or will self-insure their obligations and liabilities under this MOU.

DISCRIMINATION CLAUSE: Parties to this MOU shall not unlawfully discriminate, harass or allow harassment against any employee, customer, or volunteer due to gender, race, color ancestry, religion, national origin, physical disability, mental disability, medical conditions, age or marital status.

NOTICE: All notices and other communications pertaining to this MOU shall be in writing and shall be deemed to have been given by a party hereto if personally delivered to the other party or if sent by certified mail, returned receipt requested. A notice sent by certified mail shall be deemed to be given on the third business day after the mailing date. All notices or communications between District and the City pertaining to this MOU shall be addressed as shown below:

DISTRICT:

Jamison Lopizich, Chief of Security
Sierra Joint Community College District
5100 Sierra College Boulevard
Rocklin, CA 95677

City of Roseville

Dan Allen, Facility Manager
City of Roseville
2005 Hilltop Circle
Roseville, CA 95747

ASSIGNMENT: This MOU shall not be assigned either in whole or in part by either Party.

COMPLIANCE WITH APPLICABLE LAWS: Parties agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Parties, Parties' business, equipment and personnel engaged in operations covered by this MOU, or occurring out of the performance of such operation.

GOVERNING LAW: The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Placer County, California. If any provision or any part of this MOU is for any reason held to be invalid and or unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

COUNTERPARTS: This MOU may be executed in any number of counterparts, each of which when delivered (including electronic signature and delivery) shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

IN WITNESS THEREOF, the parties of this MOU have executed this MOU by their duly authorized representatives on the dates of their signatures.

Chris Yatooma

Chris Yatooma, Vice President
Administrative Services

8/9/2017 | 9:27 AM PDT

Date

Rob Jensen, City Manager
City of Roseville

Date

Day	Start	End	Hours	Reg Hours	OT Hours	Reg. Rate
Monday		7:30	23:00	15.5	15.5	0.0 \$ 16.72
Tuesday		7:30	23:00	15.5	15.5	0.0 \$ 16.72
Wednesday		7:30	23:00	15.5	15.5	0.0 \$ 16.72
Thursday		7:30	23:00	15.5	15.5	0.0 \$ 16.72
Friday		7:30	23:00	15.5	15.5	0.0 \$ 16.72
Saturday		7:30	18:30	11.0	8.0	3.0 \$ 16.72
Sunday	As needed		11.00			\$ 16.72
Total				85.50	3.00	

Grand totals	Weekly	Annually
	\$ 1,504.80	\$ 78,249.60

Sierra College	\$ 856.90	\$ 44,558.80
City of Roseville	\$ 647.90	\$ 33,690.80

Sunday Coverage \$ 209.00 (per Day, Sierra College expense)
Est. Annual Cost \$ 1,254.00 Based on 3 days per semester

OT Rate	Cost	OT Cost	Total Daily Cost	Sierra College	City of Roseville
\$ 25.08	\$ 259.16	\$ -	\$ 259.16	\$ 129.58	\$ 129.58
\$ 25.08	\$ 259.16	\$ -	\$ 259.16	\$ 129.58	\$ 129.58
\$ 25.08	\$ 259.16	\$ -	\$ 259.16	\$ 129.58	\$ 129.58
\$ 25.08	\$ 259.16	\$ -	\$ 259.16	\$ 129.58	\$ 129.58
\$ 25.08	\$ 259.16	\$ -	\$ 259.16	\$ 129.58	\$ 129.58
\$ 25.08	\$ 133.76	\$ 75.24	\$ 209.00	\$ 209.00	
\$ 25.08	\$ -	\$ -	\$ -	\$ -	
	\$ 1,429.56	\$ 75.24	\$ 1,504.80	\$ 856.90	\$ 647.90



COUNCIL COMMUNICATION

CC #: 8778
File #: 0721-03

Title: Louis Orlando Transfer Point Improvement Project – Reimbursement Agreement
Contact: Elizabeth Haydu 916-746-1302 ehaydu@roseville.ca.us

Meeting Date: 9/20/2017
Item #: 6.20.

RECOMMENDATION TO COUNCIL

Staff recommends that the Council adopt a resolution authorizing the City Manager to execute the attached reimbursement agreement with Placer County to reimburse the City of Roseville \$195,000.00 for construction expenses related to the Louis Orlando Transfer Point Improvement Project.

BACKGROUND

The Louis Orlando transfer point project, which is currently under construction, will provide enhancements to the existing regional transit stop located in Roseville near the intersection of Riverside Avenue and Orlando Avenue. The project's improvements include covered waiting platforms, a Park and Ride lot and new bus bays that will enhance customer service and convenience at this critical connection point between Roseville Transit, Sacramento Regional Transit (RT) and Placer County Transit (PCT).

The City Council approved the construction contract for this project on April 19, 2017. Construction commenced on May 8, 2017 and is anticipated to be completed in the fall of 2017. The City has worked in partnership with PCT and RT to develop a project that is entirely funded with grants and local transportation funds contributed by each agency. Details on the cost sharing breakdown for this project are listed in the "fiscal impact" section below.

FISCAL IMPACT

The total anticipated cost to construct the LOTP Improvement Project is \$3,658,000.00. This project is entirely funded by Federal, State, and County grant funds, and through the use of Local Transit funds. No General Fund monies will be used for this project. The attached agreement with Placer County will provide \$195,000.00 of Local Transit funding for the LOTP Improvement Project, contributing to the necessary local match funds for Federal grant funds. It should be noted that this \$195,000 is in addition to \$50,000 that Placer County has already provided in the form of a Low-Carbon Transit Operations Program grant, bringing Placer

County's total funding contribution to \$245,000.

The breakdown of participating grant funds and available resources in the Local Transit Fund to be used for this project follows:

Placer County Reimbursement	\$195,000
Sacramento Regional Transit Reimbursement	\$167,667
Placer County Air Pollution Control District Clean Air Grant	\$117,000
Proposition 1B Grant	\$80,081
Federal Transit Administration (FTA) Grants	\$2,480,000
Local Transit Fund Available Resources	\$340,903
State Low-Carbon Transit Operations Program Grants, including \$50,000 from Placer County Transit, \$11,645 from the City of Rocklin and \$5,191 from the City of Auburn.	\$277,349

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines there is one job created for every \$92,000 in direct government spending. Using this guideline, the Placer County contribution of funds generates 2.1 of the overall 33.4 jobs created by construction of the LOTP Improvement Project.

ENVIRONMENTAL REVIEW

Construction of the LOTP Improvement Project is an action that is subject to CEQA. Project level CEQA compliance for LOTP Improvement Project was accomplished with preparation of the Initial Study/Mitigated Negative Declaration (Adopted: September 19, 2012) (SCH: 2012072026). Because the LOTP is consistent with the project evaluated in the Initial Study/Mitigated Negative Declaration, no new effects would be expected to occur and all applicable mitigation measures from the Initial Study/Mitigated Negative Declaration will be implemented. As such, no additional CEQA action is required at this time. NEPA compliance has also been completed per FTA guidelines.

Respectfully Submitted,

Elizabeth Haydu, Financial Analyst

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-414

Reimbursement Agreement

RESOLUTION NO. 17-414

APPROVING A REIMBURSEMENT AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND PLACER COUNTY, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a reimbursement agreement regarding the Louis Orlando Transfer Point Improvement Project, by and between the City of Roseville and Placer County, 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

REIMBURSEMENT AGREEMENT

Project: Louis Orlando Transfer Point

THIS AGREEMENT is made and entered into this ____ day of _____, 20 __,
by and between the City of Roseville, a municipal corporation ("CITY"), and Placer County
("COUNTY"); and

W I T N E S S E T H:

WHEREAS, the Louis/Orlando Transfer Point is used by Sacramento Regional Transit, Placer County Transit, Paratransit, Inc., and Roseville Transit (operated by CITY), to facilitate movement between the transit systems; and

WHEREAS, CITY has completed design work and awarded a contract for construction of the Louis Orlando Transfer Point Project ("Project"), which will improve the existing transfer point to accommodate more buses and add amenities such as a restroom facility, bus arrival signs, pedestrian and bike improvements, and lights and security cameras; and

WHEREAS, the estimated cost of the Project is three million six hundred fifty eight thousand dollars (\$3,658,000).

WHEREAS, to complete construction of the Project, CITY requires additional local matching funds; and

WHEREAS, COUNTY desires to see the Project completed to provide greater amenities for its riders; and

WHEREAS, the parties desire to enter into this Reimbursement Agreement for COUNTY to provide matching funds for the Project.

NOW, THEREFORE, the parties agree as follows:

1. Reimbursement by COUNTY. COUNTY will provide CITY with a total of two hundred forty five thousand dollars (\$245,000) for construction of the Project. As of the date of this Agreement, COUNTY has already provided to CITY fifty thousand dollars (\$50,000) in Low Carbon Transportation Operation Program funding, leaving COUNTY's remaining obligation under this Agreement at one hundred ninety five thousand dollars (\$195,000), to be paid with Placer County Transit funds. COUNTY will reimburse CITY for any construction costs incurred for the Project, without limitation. CITY may invoice COUNTY as the costs are incurred. All invoices must detail the expenditure, the amount to be paid by other CITY revenue sources, and the amount to be paid by COUNTY. Invoices shall be paid by COUNTY within 30 calendar days of the date of the invoice. COUNTY will not be liable for any payments or costs for work in excess of two hundred forty five thousand dollars (\$245,000.00) or for any unauthorized or ineligible costs.

If COUNTY disputes any costs claimed by CITY for a reasonable cause, the amounts and reasons for the disputed item(s) will be documented to CITY within 30 days after receipt of an invoice. COUNTY has the right to request additional documentation, and accounting, and/or audit of the costs presented by CITY. CITY must cooperate and provide all documents reasonably requested by COUNTY. All undisputed costs will be reimbursed within 30 days after receipt of an invoice from CITY.

2. Term. This Agreement commences upon execution and terminates on the date the Project is completed and accepted by CITY. Either party may terminate this Agreement for

breach after providing the breaching party with written notice of the claimed default and an opportunity of at least 30 days to cure the default. In the event of a termination for breach, COUNTY must reimburse CITY for costs reasonably incurred up to the effective date of the termination; provided that CITY must take reasonable steps to minimize the costs incurred from the date of receipt of a notice of termination to the effective date of the termination and further provided that a final request for reimbursement is submitted within 30 days after the effective date of the termination.

3. Completion of Project. CITY must fully perform all necessary tasks to complete the Project in a timely and cost-effective manner. If the Project cannot be completed as originally scoped, CITY must, at its own expense, ensure that the Project is in a safe condition for the public, that completed components are in service, and that any work performed is completed in a workmanlike fashion.

4. Prevailing Wage. CITY must comply with all prevailing wage requirements applicable to the Project and must indemnify and hold COUNTY harmless for any claims related to violations of such requirements.

5. Independent Contractor/No Joint Venture. In the performance of this Agreement and completion of the Project, each party will act as and be an independent contractor and not an officer, employee or agent of the other. CITY has no authority to bind or commit COUNTY to any decision or course of action and will not represent to any person or business that it has such power. CITY has and will retain the right to exercise full control of the supervision of the work and the employment, direction compensation and discharge of all persons assisting CITY in the performance of work funded by this Agreement. This Agreement does not create a joint venture, partnership or any other relationship of association or agency among the parties.

6. Indemnification. CITY must indemnify, defend and hold harmless COUNTY, and COUNTY's officers, directors, agents, employees, and volunteers against all claims, liabilities, damages and expenses ("Claims") including, without limitation, claims for injury to or death of any person, or damage (including contamination) to any property, natural resources or the environment caused by or arising out of design or construction of the Project or CITY's performance or failure to perform its obligations under this Agreement unless the Claim(s) is subject to COUNTY's Indemnification, below.

COUNTY will indemnify, defend and hold harmless CITY, its officers, directors, agents, employees and volunteers against all claims, liabilities, damages and expenses ("Claims") including, without limitation, claims for injury to or death of any person, or damage (including contamination) to any property, natural resources or the environment caused by COUNTY's performance or failure to perform its obligations under this Agreement unless the Claim(s) is subject to CITY's indemnification, above.

It is the intention of CITY and COUNTY that when fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, contractors, volunteers, CITY Council and COUNTY's Board of Supervisors.

Nothing in this Agreement is intended to make the public or any member thereof a third party beneficiary hereunder, and no term or condition or other provision of this Agreement is intended to establish a standard of care owed to the public or any member thereof. The foregoing requirements are not intended to and may not in any manner limit or qualify the liabilities and obligations otherwise assumed by CITY or COUNTY pursuant to this Agreement.

7. Insurance. Each party, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other 30 days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages.

8. Third Party Obligations. CITY is solely liable to third parties with whom it enters into contracts to complete the work called for under this Agreement. CITY will pay directly such parties for all amounts due. CITY must indemnify and hold COUNTY harmless from any and all claims and liabilities arising from contracts between CITY and third parties. COUNTY's only obligation with respect to such third parties will be limited to reimbursement of CITY for those expenses that COUNTY is obligated to reimburse by virtue of the terms of this Agreement.

9. Time is of the Essence. Time is of the essence of this Agreement.

10. Compliance with Laws. Each party shall comply with all federal, state and local laws, ordinances and policies as may be applicable to its obligations under this Agreement.

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

12. Assignment. Neither party may assign this Agreement without the prior written consent of the other.

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

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

16. 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.

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

CITY OF ROSEVILLE

City of Roseville
Alternative Transportation Manager
316 Vernon Street, Suite 150
Roseville, CA 95678

COUNTY

Placer County
Public Works Manager – Transit
3091 County Center Drive, Suite 220
Auburn, CA 95603

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

18. 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 COUNTY has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

PLACER COUNTY

BY: _____
ROB JENSEN
City Manager

BY: Ken Grehm
KEN GREHM
Director, Department of Public
Works and Facilities

ATTEST:

APPROVED AS TO FORM:

BY: _____
SONIA OROZCO
City Clerk

BY: Elisi Nelson
County Counsel

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Rhon Herndon
RHON HERNDON
Public Works Director





COUNCIL COMMUNICATION

CC #: 8777

File #: 0721

Title: Transit and Call Center Operations - Award of Contract

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

Meeting Date: 9/20/2017

Item #: 6.21.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute an Agreement between the City of Roseville and MV Transportation, Inc. for the operation of the City of Roseville Transit System and the South Placer County Transit Information Center.

BACKGROUND

The City of Roseville operates transit services that include Commuter Service between Roseville and downtown Sacramento; Local Service within the City of Roseville; Dial-A-Ride Service that provides trips to the general public with advance reservations; Roseville Paratransit service for ADA eligible passengers within the Roseville city limits; and Game Day Express. On behalf of a consortium of transit operators within the South Placer County region the City of Roseville also administers the South Placer County Transit Information Center ('Call Center') which provides travel information, makes ride reservations, and answers questions.

A Request for Proposals (RFP) for a third party vendor to provide management and staff to operate Roseville Transit and the Call Center was posted in Public Purchase on February 13, 2017. The RFP incorporated City, State and Federal procurement requirements. The City received three (3) proposals: Chariot (aka Laurels Medical Services), National Express (NEXT), and MV Transportation (MV).

The proposals were evaluated by a team for best value and responsiveness to the RFP. The evaluation team was composed of City staff from both the IT Department and Alternative Transportation Division; a representative from the Placer County Transportation Planning Agency (PCTPA); and a representative from Placer County Transit (PCT).

Technical Evaluation

The panel ranked the written proposals based on the areas and maximum points as listed in the RFP. All proposers were invited to provide a presentation and be interviewed by the panel. Interviews were conducted with each proposer in the month of May. Following the interviews two (2) of the proposers were found to be within competitive range, and were asked to provide

additional information. Upon receipt of the requested information, staff confirmed MV as most responsive and best value based on the following:

- MV's proposal demonstrated a strong management team and approach; a track record of excellent service; understanding of the Roseville transit system and the multi-agency systems and fares in South Placer County; and the running of the call center.
- The MV proposal represents an approach to driver retention that includes increased driver wages. Their coordinated efforts to recruit and retain drivers directly affects the ability to provide the level of customer service that, as discussed in the RFP, is of high value to both City of Roseville and the regional partners.
- MV demonstrated a deep, broad level of experience, safety record and references within the United States for both transit services and operation of a multi-agency call center. The value they bring in safety and customer service is high. Included in the MV proposal is provision of accident avoidance equipment for installation on the buses to further enhance safety and reduce vehicle accidents.
- Call Center costs include additional features that will benefit customers traveling within South Placer County: automated advance phone calls to passengers with trip reservations, and web based ability for passengers to make online reservations, confirm bus arrival information, and manage trips.

Price Analysis

The evaluation team was provided the cost proposals after the team completed the technical evaluation of the written proposals. Listed below are the estimated maximum costs, based on the hourly and monthly rates, and provision of technology enhancements proposed for the 4-year initial contract.

Proposer	Estimated 4-Year Obligation
NEXT	\$ 16,148,300
MV	\$ 16,293,814
Chariot	\$ 17,785,604

The MV cost is overall slightly higher (approximately 1% or \$36,000 per year greater) than the lowest cost proposer (NEXT). The rates proposed by MV, NEXT and Chariot are all within the range of anticipated costs as determined in the independent cost estimate that was prepared prior to release of the RFP.

Conclusion

Although MV's cost is slightly higher than NEXT, staff determined that MV provides the best overall value based upon both the technical evaluation and the price analysis. As a result, staff has worked with MV Transportation to finalize the terms and price. The terms of the Agreement and revisions to the Scope of Work were incorporated to the satisfaction of the City Attorney, IT, Risk Management, and Public Works Departments. The Agreement provides for continued efficient, safe and customer oriented service.

FISCAL IMPACT

The budget for FY2017/2018 anticipated continued provision of transit and call center services by a third party. The proposed billing rates will not exceed the adopted budget. The proposed rates will provide a net reduction in comparison to the current rates, while providing safety enhancements and additional customer service features. Funding is provided through the Local Transportation Fund (Fund 440) for operation of Roseville Transit, and through the Consolidated Transportation Services Agency (CTSA) Fund (Fund 443) for operation of the Call Center, without use of any General Fund monies.

ECONOMIC DEVELOPMENT / JOBS CREATED

Awarding the contract will retain the continued employment of approximately 46 full-time employees per year, based upon employment is increased by one job for every \$92,000 in direct government spending.

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 awarding of this contract does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Eileen Bruggeman, Alternative Transportation Analyst

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-413

Signed Agreement

Exhibit A - Scope of Work

Exhibit B - Cost Proposal

Exhibit C - Required Forms

RESOLUTION NO. 17-413

APPROVING AN AGREEMENT FOR CITY OF ROSEVILLE TRANSIT SYSTEM MANAGEMENT, OPERATIONS AND CALL CENTER SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND MV TRANSPORTATION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement regarding the management of the City of Roseville Transit System and South Placer Transit Information Call Center, by and between the City of Roseville and MV Transportation, 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

AGREEMENT FOR CITY OF ROSEVILLE TRANSIT SYSTEM
MANAGEMENT, OPERATIONS AND CALL CENTER SERVICES

THIS AGREEMENT for management of the City of Roseville Transit System and South Placer Transit Information Call Center, hereinafter referred to as "ROSEVILLE TRANSIT", is made and entered into this ____ day of _____, 2017, by and between the City of Roseville, a municipal corporation ("CITY"), and MV Transportation, Inc., a California corporation ("CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY has determined that it requires management and operation services for its ROSEVILLE TRANSIT public transit system; and

WHEREAS, CONTRACTOR has represented that it has the necessary expertise and personnel and is qualified to perform such services;

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. COMPLETE AGREEMENT

This AGREEMENT and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between the CITY and CONTRACTOR and it supersedes all prior representations, understanding and communications.

The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. CITY'S failure to insist in one or more instances upon the

performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of CITY'S right to such performance by CONTRACTOR.

2. CITY DESIGNATED REPRESENTATIVES

The Alternative Transportation Manager or his/her designee shall have the authority to act for and exercise any of the rights of the CITY as set forth in this AGREEMENT, subsequent to the authorization of the City Council of the City of Roseville.

3. EMPLOYMENT OF THE CONTRACTOR

CITY hereby engages the CONTRACTOR and the CONTRACTOR agrees to perform the services, hereinafter described in connection with the management and operation of ROSEVILLE TRANSIT.

4. INDEPENDENT CONTRACTOR

CONTRACTOR'S relationship to CITY in performance of this AGREEMENT is that of an independent contractor. The personnel performing services under this AGREEMENT shall at all times be under CONTRACTOR'S exclusive direction and control and shall be employees of CONTRACTOR and not employees of CITY. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this AGREEMENT and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters.

CONTRACTOR shall notify its employees by written notice that any and all obligations in connection with their employment are those of the CONTRACTOR and not of the CITY.

5. SCOPE OF WORK

Subject only to the general policies and direction of the CITY with regard to ROSEVILLE TRANSIT management and operation, and to the provisions and requirements of

this AGREEMENT, CONTRACTOR shall, upon receiving CITY'S notice to proceed, do all things necessary to supervise and operate ROSEVILLE TRANSIT, including but not limited to providing project management; day-to-day operation of ROSEVILLE TRANSIT vehicles; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, and bus washers; operation of training, safety, and customer service programs; assisting in public relations and promotions; preparation of reports and analyses of financial and other matters; clerical, statistical, and bookkeeping services; providing all vehicle operators with uniforms; providing facilities, equipment, parts and supplies required in the operation of ROSEVILLE TRANSIT unless specifically identified to be contributed by CITY; operation of the South Placer Transit Information Call Center; and such other work as may be necessary in connection with the operation of ROSEVILLE TRANSIT in accordance with the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference.

6. CHANGES IN SCOPE OF WORK

It is understood and agreed by CITY and CONTRACTOR that it may be necessary, from time to time during the term of this AGREEMENT, to modify its provisions or to revise the scope and/or extent of ROSEVILLE TRANSIT operations.

6.1 Amendment

In each such instance, CITY and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced to writing, and when appropriately executed by both parties, shall constitute an amendment to this AGREEMENT. Each amendment will be identified and sequentially numbered as "Amendment No. 1" and so

forth, shall be subject to all of the other applicable provisions of this AGREEMENT. Until an amendment has been approved in the foregoing manner, it shall have no force or effect.

6.2 Minor Changes

Notwithstanding the above, CITY without invalidating the AGREEMENT may from time to time order minor changes in the scope and/or extent of ROSEVILLE TRANSIT public transit system operations involving routes, service area boundaries, schedules, operating hours, bus stop locations, and so forth, to respond to demand, special events and other occurrences without requiring an amendment pursuant to this ARTICLE 6, provided that such changes do not result in a change in the number of annual Vehicle Revenue Hours, Reservationist Hours or Electronic Technician Hours of more than fifteen percent (15%). Such changes shall be made by written sequentially numbered change order.

7. INDEMNIFICATION

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

CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this AGREEMENT for the full period of time allowed by law. The defense and indemnity obligations of this AGREEMENT are undertaken in addition

to, and shall not in any way be limited by, the insurance obligations contained in this AGREEMENT.

8. INSURANCE; BONDS; PERFORMANCE GUARANTEE

8.1 Insurance

With respect to performance of work under this AGREEMENT, CONTRACTOR shall secure and maintain, and shall require all of its subcontractors to maintain, insurance as described below:

8.1.1 WORKERS' COMPENSATION INSURANCE with statutory limits, and EMPLOYER'S LIABILITY INSURANCE with limits of not less than one million dollars (\$1,000,000) per occurrence. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this AGREEMENT.

8.1.2 COMPREHENSIVE GENERAL LIABILITY INSURANCE with a limit of not less than ten million dollars (\$10,000,000) per occurrence. Such insurance shall include owner's protective, blanket contractual liability, and broad form property damage coverage. Such insurance shall: (1) name the CITY, and its officers, employees, volunteers, agents and assigns as additionally insured; (2) be primary with respect to any insurance or self-insurance programs maintained by the CITY; and (3) contain standard cross liability provisions. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

8.1.3 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a combined single limit of not less than \$40,000,000 (FORTY MILLION DOLLARS) per occurrence. Such insurance shall (1) include coverage for owned, leased, hired and non-owned automobiles; (2) include Uninsured Motorist and Personal Injury Protection with coverage limits as required by law; (3) include Medical Payments with coverage limits of at least \$5,000 per occurrence; (4) name the CITY, its officers, employees, volunteers, agents and assigns as additionally insured; (5) be primary for all purposes; and (6) contain standard cross liability provisions. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

8.1.4 AUTOMOBILE COLLISION AND COMPREHENSIVE INSURANCE COVERAGE for the replacement cost of CITY vehicles. Such insurance shall (1) contain deductibles of not more than ten thousand dollars (\$10,000), and (2) shall name the CITY as loss payee. CONTRACTOR shall be responsible for all deductibles.

8.1.5 ALL INSURANCE shall contain the following provisions:

1. Coverage shall be on an "occurrence" basis.
2. If Commercial General Liability or another form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate amount shall be twice the required occurrence limit.
3. The Liability policy must cover personal injury as well as bodily injury.
4. The Liability policy shall include a cross-liability or severability of interest endorsement.

5. Broad form property damage liability must be afforded.
6. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
7. Insurance shall be placed with insurers with a current A.M. Best rating of no less than A- (minus) VII.
8. Policies shall name CITY, its officials, agents, employees, volunteers and assigns as insureds under any policy, and the policy shall stipulate that this insurance shall operate as primary insurance and that no other insurance effected by insured will be called upon to contribute to a loss covered there under.
9. CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to CITY and signed copies of the specified endorsements for each policy prior to commencement of work under this AGREEMENT. Such documentation shall clearly evidence all coverages required above including specific evidence of separate endorsements naming the CITY and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days prior written notice by certified mail, return receipt requested, has been filed with the City Clerk.
10. Such insurance shall be maintained from the time work first commences until completion of the work under this AGREEMENT. CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this AGREEMENT.

11. CONTRACTOR shall provide a monthly report documenting claims against CONTRACTOR with respect to the operations covered by this AGREEMENT and reserves set aside for such claims, if any.

12. The minimum required limits of insurance set forth herein may be satisfied by a combination of primary and excess liability policies.

If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract. CITY, at its sole option, may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, CITY may purchase such required insurance coverage, and without further notice to CONTRACTOR, CITY may deduct from sums due to CONTRACTOR any premium costs advanced by CITY for such insurance.

8.2 Fidelity Bond

CONTRACTOR shall secure for its employees a Fidelity Bond, Employee Dishonesty Insurance, or other security acceptable to the CITY, protecting CITY from employee theft up to the amount of fifty thousand dollars (\$50,000) for any one occurrence. Such fidelity bond, insurance, or security shall name CITY as loss payee with respect to amounts claimed there under arising out of CONTRACTOR'S performance under this AGREEMENT. CONTRACTOR shall provide proof of such coverage to CITY prior to commencement of work under this AGREEMENT.

8.3 Performance Guarantee

CONTRACTOR shall perform no services pursuant to this AGREEMENT, nor be entitled to compensation therefore, unless and until CONTRACTOR submits a bond or other acceptable surety to CITY for use of CITY, such bond executed by CONTRACTOR and a surety

company licensed to do business in the State of California, such bond in the amount of Six Hundred Thousand Dollars (\$600,000), and which shall at all times be kept in full force and effect. The condition of such bond shall be that CONTRACTOR shall fully and faithfully perform all conditions and covenants of this AGREEMENT or that the face amount of such bond shall be forfeited to CITY. The bond may be a renewable one-year bond, and shall be renewed annually before its expiration date; provided, however, that such bond must remain in full force and effect from and after the date CITY makes any demands for payment on the bond until the CITY releases such claim. Provision of such bond or its equivalent, approved by CITY, is a material covenant of this AGREEMENT. CITY shall not approve any security that is not unconditionally payable to CITY upon demand.

9. PAYMENT

CITY agrees to pay CONTRACTOR for the performance of services set forth in this AGREEMENT as provided in the Cost Proposal, attached hereto as Exhibit "B" and incorporated herein by this reference.

9.4 Invoice; Payment

On or before the 7th day of each month CONTRACTOR shall submit an invoice to the CITY, Attention: Alternative Transportation Manager. Said invoice shall itemize the CONTRACTOR'S full and complete performance hereunder for the previous monthly period and shall credit CITY with any progress payments made. Invoices shall be in such form and shall incorporate such supporting documentation as the CITY may from time to time require. At a minimum, CONTRACTOR shall provide the following itemization for each invoice submitted:

1. Fixed Monthly Rate Charge
2. Vehicle Revenue Hour Charges

3. Other Charges for which prior written authorization has been provided by CITY, but not covered in the Fixed Monthly Rate or Fixed Vehicle Revenue Hour, shall be billed monthly with charges directly traceable to receipts, bills, etc., copies of which shall be attached to the invoice.

CITY shall pay all reasonable and allowable items in CONTRACTOR'S invoice within thirty (30) days following receipt of such invoice. If CITY disputes any item on an invoice for a reasonable cause, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. CITY shall document the amounts and reasons for such deletions to CONTRACTOR within thirty (30) days after receipt of invoice.

9.5 Vehicle and Equipment Damages

CONTRACTOR shall be responsible for the cost of all repairs to CITY vehicles and equipment to correct loss or damage due to collision, vandalism, theft, or abuse. Cost of repairs shall include all parts, labor, vehicle transportation or towing, and other costs associated with completing necessary repairs. When repairs are completed by CITY work force, the cost of labor shall be calculated at the then current CITY shop rate.

When CITY determines that vehicle or equipment loss or damage is the responsibility of CONTRACTOR, CITY shall notify the CONTRACTOR as provided under Section 1.7 (CITY VEHICLES AND EQUIPMENT; MAINTENANCE AND REPAIR) of the Scope of Work, which is attached hereto as Exhibit "A" to this AGREEMENT, document the cost of repairs, and deduct the actual cost of repair from payment due CONTRACTOR.

9.6 Road Calls

CONTRACTOR shall be responsible for the cost of road calls only when such roadcalls are due to collision, vandalism, theft, operator abuse, or operator error. The cost of road calls shall be calculated based on the then current CITY shop rate.

9.7 Liquidated Damages

CONTRACTOR and CITY acknowledge and agree that CITY may suffer substantial damage in the event the CONTRACTOR acts or fails to act in the manner set forth in items 1 through 25 of this section. The amount of the damage is difficult, if not impossible, to ascertain due to the nature of this AGREEMENT and the nature of such damages. Accordingly, the parties hereto have determined to establish the provision of this section as CITY'S compensation for damages for such acts or failures to act, and not as a penalty, and further agree that such damages are reasonable. CITY may assess liquidated damages as follows for CONTRACTOR'S act(s) or failure(s) to act:

1. Twenty thousand dollars (\$20,000) for relocating, reassigning, or transferring the Project Manager during the term of this AGREEMENT including any option periods exercised by CITY, unless such relocation, reassignment or transfer is the result of a specific request by CITY to change project managers or is approved by CITY in writing in advance. Notwithstanding anything herein written to the contrary, CITY may assess liquidated damages for relocation, reassignment or transfer of the Project Manager at any time following commencement of the term of this AGREEMENT.

2. Five hundred dollars (\$500) per month for each month that CONTRACTOR fails to maintain a level of full-time employees equal to at least seventy-five percent (75%) of the total number of employees during FY 2017/18, FY 2018/19, FY 2019/20, and FY 2021/22, or length of contract.

3. Five hundred dollars (\$500) the first month, then increasing \$250 per month for each subsequent month, for failure to maintain Dial-A-Ride Reservation Reliability at a level of at least ninety percent (90%) of reservation trips served no more than ten (10) minutes after the recorded reservation window.

4. Two hundred fifty dollars (\$250) per incident for each occurrence that an ADA paratransit eligible individual is denied service. An ADA paratransit eligible individual is defined as any individual who possesses documentation described under U.S.D.O.T. regulations found at 49 C.F.R. Part 37.125 or Part 37.127. A service denial shall be defined as failure to schedule a reservation within one hour of the individual's desired departure time, or at a negotiated time that is acceptable to the individual.

5. Two hundred fifty dollars (\$250) per incident that CONTRACTOR fails to log and report an accident or incident in accordance with procedures required under Section 2.29 of the Scope of Work which is attached hereto as Exhibit "A" to this AGREEMENT.

6. One hundred dollars (\$100) per incident that CONTRACTOR fails to document and report a written complaint, or a verbal complaint in which the complainant states that they wish to make a complaint or asks to speak to a supervisor or manager.

7. Twenty-five dollars (\$25) per day, beginning after the 7th day, for each day that CONTRACTOR fails to submit a monthly or quarterly periodic report when due.

8. Twenty-five dollars (\$25) per day for each day that CONTRACTOR fails to submit monthly or quarterly periodic report corrections after five (5) business days of written notification from CITY.

9. Two hundred dollars (\$200) per incident that a fixed route or commuter route bus operates off of its designated route except in cases of street closures or when a detour is approved by the dispatcher with a valid reason noted in the dispatch log.

10. Two hundred dollars (\$200) per incident for each occurrence that a bus is more than ten (10) minutes late beginning a scheduled route or special event trip.

11. Five hundred dollars (\$500) per incident for each occurrence of a missed special event trip as defined in Section 2.15 of the Scope of Work which is attached hereto as Exhibit "A" to this AGREEMENT.

12. Two hundred dollars (\$200) per incident for each occurrence that a driver fails to properly secure a wheelchair.

13. Five hundred dollars (\$500) per incident for each occurrence that a wheelchair becomes unfastened from its tie down(s) while being transported.

14. Two hundred dollars (\$200) per incident for each occurrence that a bus in revenue service fails to stop for a passenger at the stop on its assigned route when the passenger is waiting at a designated, signed bus stop. No liquidated damage shall be charged for failing to stop if the bus is displaying a "FULL" sign and it is accompanied by a second bus that is available for boarding.

15. Two hundred dollars (\$200) per incident for each occurrence that a bus driver fails to stop at a bus stop when an onboard passenger has requested the stop within a sufficient time for the driver to safely stop the bus.

16. Fifty dollars (\$50) per incident for each occurrence up to a maximum of \$200 per day that a fixed route driver fails to call major bus stops in accordance with 49 C.F.R. Part 37 - Transportation Services for Individuals with Disabilities (ADA).

17. Twenty-five dollars (\$25) per incident for non-compliance with driver uniform requirements.
18. Twenty-five dollars (\$25) per day will be charged for each recording device that is unplugged without permission from CITY management.
19. Twenty-five dollars (\$25) per incident for any use of the AM/FM radios during vehicle service hours.
20. Twenty-five dollars (\$25) for each CITY issued identification card replacement, the cost of which shall be deducted from CONTRACTOR'S monthly invoice.
21. Twenty-five dollars (\$25) per day per route for each bus shelter map, poster, and/or bus kiosk flier not displayed as scheduled by CITY.
22. Twenty-five dollars (\$25) per incident for each occurrence that a bus driver smokes within 50 feet of a bus and/or bus stop.
23. Twenty-five dollars (\$25) per incident for each occurrence that a bus driver allows a bus to idle for more than five (5) minutes, except in cases where traffic conditions require such idling.
24. Twenty-five dollars (\$25) per business day for each occurrence that CONTRACTOR misses a deadline for submittal of a Standard Operations Procedures (SOP) Manual (draft or final accepted version) by more than five (5) business days, as required by Section 2.35 of the Scope of Work, with a two hundred dollar (\$200) maximum per occurrence, per month.

25. Fifty dollars (\$50.00) per incident for incorrect photo ID verification, collection of fare, or counting or passengers, with a two hundred dollar (\$200) maximum per driver, per day.

Liquidated damages will not be assessed sooner than three (3) months after initiation of services under this AGREEMENT. Liquidated damages will be assessed after observation of the incident by CITY, one of its authorized monitors, or after a complaint has been verified by a third party as having merit. CITY will deduct liquidated damages from payment of CONTRACTOR invoice. Where appropriate, determination of liquidated damages shall be based on sampling methods mutually agreed to by CITY and the CONTRACTOR. The determination of whether or not to assess liquidated damages shall be at the sole discretion of the CITY and shall not be subject to discussion or mediation by the CONTRACTOR. Both parties agree that during the course of the operation, situations occur which require further focus and attention.

In addition to the above, CITY shall be entitled to take such other legal remedies as may be appropriate for such acts or failures to act, including but not limited to termination of this AGREEMENT.

10. MAXIMUM OBLIGATION

Notwithstanding any provisions of this AGREEMENT to the contrary, CITY and CONTRACTOR mutually agree that CITY'S maximum cumulative obligation is limited to sixteen million eight hundred seventy one thousand two hundred eighty seven dollars and seventy eight cents (\$16,871,287.78) including amounts payable to CONTRACTOR for leases, materials, and costs arising from or due to, termination of this AGREEMENT. It is the intent of the parties

hereto that said maximum obligation shall be sufficient to compensate CONTRACTOR for services performed for four (4) years, and that said maximum obligation may have to be amended if CONTRACTOR provides services for CITY subsequent to that time period.

In the event that the maximum cumulative obligation provided herein above is reached, CONTRACTOR shall have no obligation to perform any additional work under this AGREEMENT and, any work performed, or expenditures incurred, by the CONTRACTOR over and above the cumulative obligation amount specified above shall be the sole risk of the CONTRACTOR.

In the event that CITY does not intend to amend this maximum obligation amount, CITY shall so notify CONTRACTOR by written notice at least one month before the maximum obligation amount specified herein, is estimated to be reached.

For purposes of amending this AGREEMENT to provide for additional funding of the maximum obligation amount specified herein above, only the City Council of the CITY shall have authority to obligate CITY.

10.1 Contractor Cost Increases

CONTRACTOR may request immediate re-negotiation of rates contained in Article 9 of this AGREEMENT in the event of the following occurrence during the term of this AGREEMENT or any extensions thereof.

10.1.1 An increase in the mandated minimum wages, payroll taxes, or fringe benefits applicable to employees of CONTRACTOR that was unknown to CONTRACTOR following execution of this AGREEMENT.

10.1.2 Changes in laws or regulations adopted by Federal, State, Regional or Local governmental bodies that could not have been reasonably known by the contractor and would result in increases in CONTRACTOR'S operating costs.

10.1.3 In the event of a CONTRACTOR cost increase as described above, CONTRACTOR shall notify CITY in writing of the cost increase and CONTRACTOR and CITY shall meet to negotiate a change to CONTRACTOR'S rates herein.

11. OPERATING REVENUES

All operating revenues collected by CONTRACTOR are the property of CITY. For the purposes of this AGREEMENT, operating revenues shall include but not necessarily be limited to farebox receipts and pass sales revenue. CONTRACTOR shall be responsible for handling farebox receipts and pass sales revenue in the manner discussed in the Scope of Work which is attached hereto as Exhibit "A" to this AGREEMENT, and as necessary for CITY to meet the requirements of State and Federal funding sources.

12. TERM OF AGREEMENT

12.1 Base Term

This AGREEMENT shall become effective October 1, 2017 and shall continue in full force and effect through June 30, 2021 unless earlier terminated as herein provided.

12.2 Guarantees By CONTRACTOR

12.2.1. In the event CITY is dissatisfied with CONTRACTOR'S service for any reason during the term of this AGREEMENT, CITY may terminate this AGREEMENT. In the event the AGREEMENT is so terminated due to CITY'S dissatisfaction with service, CONTRACTOR will refund to CITY any and all profits made by CONTRACTOR under this AGREEMENT during the final twelve (12) months during the period prior to the termination.

The management fees of \$8,695.90/mo. in year one, \$7,698.76/mo. in year two, \$7,931.08/mo. in year three, and \$8,131.78/mo. in year four of the contract will be used to calculate profits for the preceding twelve (12) months that will be returned to the CITY.

12.2.2. CONTRACTOR warrants that during the term of this AGREEMENT or any extensions thereof, it will not relocate, reassign, or transfer the Project Manager or any other key member of the management team without prior written approval of the CITY.

12.2.3. CONTRACTOR further guarantees that if CONTRACTOR is late in picking up a passenger, more than five (5) minutes beyond the on time window, CONTRACTOR will return the fare to the passenger, or provide the next trip free. This guarantee will not impact the CITY'S fare box revenues; CONTRACTOR will pay any fare refund or free ride.

12.3 Month-to-Month Extensions

Upon completion of the full term of this AGREEMENT, including any option terms described below, CITY at its sole discretion may extend the term of this AGREEMENT on a month-to month basis thereafter up to a maximum of three (3) months. CITY shall notify CONTRACTOR of such extensions in writing at least thirty (30) days prior to the termination date of this AGREEMENT. The compensation rates in effect during the last monthly period of one full year of this AGREEMENT shall remain in effect during any such extensions.

12.4 Option Term

In consideration of the herein AGREEMENT, CONTRACTOR hereby grants the below option, exercisable in writing at CITY'S sole election, anytime on or before the date specified herein and as follows:

DESCRIPTION: CITY may extend the service provided by CONTRACTOR under this AGREEMENT for up to two (2) option periods of two year duration.

PRICE: In the event that CITY elects to extend service past the Base Term as provided in section 12.1 of this Agreement, CITY will conduct an Informal Cost Evaluation (ICE) to determine whether the quoted pricing for each optional two year extension as set forth in Exhibit "B" is still competitive. In the event that CITY determines the quoted pricing is no longer competitive, CITY reserves the right to renegotiate pricing for optional extensions.

OPTION EXERCISE DATES: On or before December 1, 2020 for the initial two-year option term (FY21/22 and FY22/23), and on or before December 1, 2022 for the final two-year option term (FY23/24 and FY24/25).

It is mutually understood and agreed that all work performed and services provided under the exercised option shall be in strict compliance with all of the requirements of this AGREEMENT as such may be amended from time to time by mutual agreement.

It is mutually understood and agreed that CITY is under no obligation whatsoever to exercise this option and that no representations have been made by CITY committing it to such exercise of this option, and that CITY may procure any such option requirements elsewhere. Such option exercise may be by amendment hereto or by issuance of a new AGREEMENT.

13. TERMINATION

Either CITY or CONTRACTOR may terminate this AGREEMENT for one or several of the following reasons:

13.1 Basis for Termination

13.1.1 FOR CONVENIENCE: CITY may terminate this AGREEMENT at any time in whole or in part for its convenience and any reason, by giving CONTRACTOR sixty

(60) days written notice thereof. However, in no event will CITY terminate this AGREEMENT for convenience during the initial four year Base Term to attempt to obtain a lower price from another contractor. In the event CITY exercises its right to termination for convenience in accordance with this provision, CONTRACTOR shall be compensated for all costs incurred or encumbered by CONTRACTOR in reasonable reliance upon this AGREEMENT, as proven by CONTRACTOR to CITY, in an amount not to exceed twenty-five thousand dollars (\$25,000).

13.1.2 FOR INSUFFICIENT FUNDING: CITY may terminate this AGREEMENT upon sixty (60) days written notice to CONTRACTOR that insufficient funding is available to fund this AGREEMENT. In the event CITY exercises its right to terminate for insufficient funding in accordance with this provision, CONTRACTOR shall be compensated for all costs incurred or encumbered by CONTRACTOR in reasonable reliance upon this AGREEMENT, as proven by CONTRACTOR to CITY, in an amount not to exceed twenty-five thousand dollars (\$25,000).

13.1.3 FOR MATERIAL BREACH: CITY may terminate this AGREEMENT upon ten (10) days (hereinafter "cure period") written notice by mail or by personal service of a material default or breach in performance of any of the terms and conditions of this AGREEMENT to be kept, done or performed by CONTRACTOR, and CONTRACTOR fails, neglects or refuses for the stated cure period to remedy said defaults or to initiate remedy of said faults should the cure thereof require a period in excess of the cure period. Should the cure period expire without remedy of said defaults or initiation of such remedy by CONTRACTOR, the CITY may without further notice and without suit or other proceedings cancel this AGREEMENT.

13.1.4 FOR BANKRUPTCY: Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of CONTRACTOR or (b) a general assignment by CONTRACTOR for the benefit of creditors, or (c) any action taken by or suffered by CONTRACTOR under any insolvency or bankruptcy act shall constitute a breach of the AGREEMENT by CONTRACTOR and shall at the option of CITY terminate this AGREEMENT upon filing.

13.1.5 FOR NONPAYMENT BY CITY: In the event CITY is delinquent in paying reasonable and allowable amounts to CONTRACTOR by more than fifteen (15) calendar days after CITY has received a statement by certified mail of the delinquency from CONTRACTOR, then CONTRACTOR may serve, by certified mail, a notice of its intent to suspend operations at least seven (7) calendar days subsequent to the receipt of such notice of intention by CITY. If CITY does not correct the delinquency within said seven-day period, then CONTRACTOR may suspend operations without further notice or penalty on the date indicated by the notice.

13.1.6 BY MUTUAL AGREEMENT: This AGREEMENT may also be terminated at any time upon mutual agreement of both parties in writing.

13.2 Compensation Upon Termination

Should this AGREEMENT be terminated by either party, CITY shall be liable for costs and fees as specified under Section 9.1 - Price Formula accrued to date of termination. Thereafter, CONTRACTOR shall have no further claims against CITY under this AGREEMENT.

13.3 CITY Remedies On Breach

Notwithstanding anything to the contrary herein, it is understood and agreed that in the event of failure by CONTRACTOR to perform services required by this AGREEMENT, in addition to all other remedies, penalties and damages provided by law, the CITY may provide such services, and deduct the cost of doing so from the amounts due or to become due to the CONTRACTOR. The costs to be deducted shall be the actual costs to CITY to provide such services, or the amounts specified under Section 9.1 - Price Formula, whichever is greater.

13.4 Transition to Future Contractor

For up to sixty (60) days prior to and following the effective date of the termination or expiration of this AGREEMENT, CONTRACTOR shall provide to either the CITY or any future CONTRACTOR selected by CITY, CONTRACTOR'S full cooperation in the transition to a successor contractor. This shall include, at a minimum, consultation regarding labor and management issues (including a delineation of wages and benefits by employee category), access to non-confidential personnel files, and to maintenance records. CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR'S services to the new provider's services, and shall cooperate fully with the CITY and the new provider to this end.

14. ADMINISTRATION

14.1 Control

CONTRACTOR shall render all services under this AGREEMENT in a manner consistent with the policies of the CITY. Modification of existing policies or adoption of new policies during the term of this AGREEMENT that affect CONTRACTOR'S performance of services shall be treated as changes pursuant to Article 6 - Changes in Scope of Work herein.

CONTRACTOR shall advise CITY of matters of importance, such as the condition of vehicles, bus route time conflicts, any and all matters the CONTRACTOR feels are safety or performance related, and make recommendations when appropriate; however, final authority shall rest with the CITY. Notwithstanding this provision, CONTRACTOR remains responsible for any consequences resulting from CONTRACTOR'S actions or inaction as provided in this AGREEMENT or otherwise provided by law.

CITY shall not interfere with the management of CONTRACTOR'S normal business affairs and shall not attempt to directly discipline or terminate CONTRACTOR employees. CITY may advise CONTRACTOR of any employee's inadequate performance that has a negative effect on the service being provided, and CONTRACTOR shall take prompt action to remedy the situation. Notwithstanding the above restriction, CITY may demand removal of an employee in the case that the employee creates a risk of liability to CITY or poses a risk to the health, safety or welfare of the public.

14.2 Force Majeure

Neither party shall be held responsible for losses, delays, failure to perform, nor excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: acts of God, fire, epidemics, earthquake, flood or other natural disaster; strikes, war or civil disorder, road closures; unavailability of fuel.

CONTRACTOR shall not be entitled to compensation for any service, the performance of which is excused by this section.

In the event that CONTRACTOR is unable to provide the services indicated due to any cause, CONTRACTOR shall make reasonable attempt to notify the public including notification to local radio stations, and if appropriate, local newspapers and television stations.

Whenever CONTRACTOR has knowledge that any actual or potential force majeure may delay or prevent performance of the AGREEMENT, CONTRACTOR, on a timely basis, shall notify CITY of the fact, and thereafter shall report to CITY all relevant information then known to CONTRACTOR, and shall continue to so report.

14.3 Emergency and Disaster Procedures

In the event of a major emergency such as an earthquake, flood, dam failure, or man-made catastrophe, CONTRACTOR shall make transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority is broken, and for the period while it is broken, CONTRACTOR shall make best use of transportation resources to the degree possible following the direction of the appropriate authority under the circumstances, such as the police, Red Cross, or National Guard. Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CONTRACTOR shall be reimbursed in accordance with Article 9 herein, or if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable, and prompt reimbursement of CONTRACTOR'S actual costs. Reimbursement for such major emergency services shall be over and above the Maximum Obligation described in Article 10 of this AGREEMENT.

15. GENERAL PROVISIONS

15.1 Conflict of Interest

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this AGREEMENT. The

CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed.

15.2 Conflict of Transportation Interests

CONTRACTOR shall not divert any revenues, passengers or other business from CITY to any other transportation operation of CONTRACTOR.

15.3 Conflicting Use

CONTRACTOR shall not use any vehicle, equipment, personnel or other facilities that are dedicated to CITY for performing services under this AGREEMENT for any use whatsoever other than provided for in this AGREEMENT without the prior written approval of CITY.

15.4 Interest of Members of or Delegates to Congress

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising there from.

15.5 Audit; Retention of Records

CONTRACTOR shall allow the authorized representatives of CITY, the U.S. Department of Transportation, and the Comptroller General of the United States and California State Controller's Office to inspect and audit all data and records of the CONTRACTOR relating to performance under this AGREEMENT. Such audit shall be allowed upon reasonable notice of any aforementioned agency. Further, CONTRACTOR shall maintain all required records for three (3) years after final payment under this AGREEMENT (excluding extensions) and until all other pending matters are closed. If the parties should enter into an extension to this AGREEMENT, CONTRACTOR shall maintain all required records for three (3) years after final

payment under the applicable extension(s) and until all other pending matters related to that applicable extension(s) are closed.

15.6 Compliance With Environmental Standards

CONTRACTOR shall comply with the provisions of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), and implementing regulations, and all state laws and local ordinances with respect to transit operations and operation of the facilities involved in the AGREEMENT for which Federal assistance is given. CONTRACTOR shall report violations to CITY, the Federal Transit Administration, and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement. CONTRACTOR is not responsible for environmental issues or releases of hazardous materials existing on or prior to CONTRACTOR's occupancy of CITY facilities, or caused by any party other than CONTRACTOR.

15.7 Equal Employment Opportunity

In connection with the execution of this AGREEMENT, CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or national origin. CONTRACTOR shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

15.8 Nondiscrimination - Title VI Civil Rights Act of 1964

During the performance of this AGREEMENT, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

Compliance with Regulations: The CONTRACTOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this AGREEMENT.

Nondiscrimination: The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

Solicitations for Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed or for procurements of materials or leases of equipment, each potential supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be

determined by the CITY or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information the CONTRACTOR shall so certify to the CITY, or set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of the CONTRACTOR'S noncompliance with nondiscrimination provisions of this contract, the CITY shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraph (1) through (6) in every procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any procurement as the CITY or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a supplier as a result of such direction, the CONTRACTOR may request the CITY, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

15.9 Disadvantaged Business Enterprises (DBE)

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 C.F.R. Part 23, shall have the maximum opportunity

to participate in the performance of contracts financed in whole or in part with federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 C.F.R. Part 23 apply to this AGREEMENT.

The CONTRACTOR shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the performance of this AGREEMENT. The requirements of 49 C.F.R. Part 23 and the CITY'S Disadvantaged Business Enterprise ("DBE") policy are incorporated in this AGREEMENT by reference. Failure by the CONTRACTOR to carry out these requirements is a material breach of the AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the CITY deems appropriate.

CONTRACTOR shall cooperate fully with CITY in meeting any of CITY'S commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises. CONTRACTOR shall keep records of DBE participation in all activities carried out pursuant to this AGREEMENT, and shall report to CITY all such participation and efforts made to encourage DBE participation as required by CITY.

15.10 Compliance with Laws, Rules, Regulations

CONTRACTOR shall comply with all federal requirements set forth in Exhibit "C," attached hereto and incorporated herein by this reference. Additionally, all services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal, state, or local statutes, and any rules or regulations promulgated thereunder, including but not limited to, those relative to Civil Rights, Equal Employment Opportunity, Disadvantaged Business Enterprise, and Labor Protection. CONTRACTOR is subject to the provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, and specifically to any labor protection provisions incorporated into the

contract for federal assistance between CITY and the Federal Transit Administration. These provisions require that the project “be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass transportation industry within the service area of the project”.

CONTRACTOR shall pay all taxes required to be paid by it by any applicable federal, state, or local statute. Further, CONTRACTOR shall secure, on its own behalf, or on behalf of CITY if requested, any and all licenses, permits, certificates and inspections required by law, including General Public Paratransit Vehicle inspections. CONTRACTOR shall assure that all of its employees operating ROSEVILLE TRANSIT vehicles possess a valid, current Class B California Driver License with appropriate endorsements. Further, CONTRACTOR shall participate in the Drivers Pull Notice Program as required by Section 1808.1 of the California Vehicle Code.

15.11 Headings

The headings or titles to sections of this AGREEMENT are not part of the AGREEMENT and shall have no effect upon the construction or interpretation of any part of this AGREEMENT.

15.12 Sale or Transfer

CONTRACTOR agrees that it will not sell, assign or transfer in whole or in part any right, title or interest it possesses by reason of this AGREEMENT to any other person or entity without first obtaining the written consent of the CITY to such sale, assignment, or transfer. In the event of any violation of this Section, CITY may immediately terminate this AGREEMENT.

15.13 Binding

This AGREEMENT shall be binding on the assigns, transferees, successors, heirs, trustees, executors and administrators of the parties hereto.

15.14 Notice

All notices hereunder and communications with respect to this AGREEMENT shall be effected upon the mailing thereof by registered or certified mail return receipt requested and addressed to the persons named below:

CONTRACTOR:

MV Transportation, Inc.
Attn: Office of the General Counsel
2711 N Haskell Ave, Suite 1500
Dallas, TX 74204

CITY:

City of Roseville
Attn: Alternative Transportation Manager
316 Vernon St.
Roseville, CA 95678

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

CITY OF ROSEVILLE, a
municipal corporation

MV TRANSPORTATION, INC., a
California corporation

BY: _____
ROB JENSEN
City Manager

BY: _____
its: COO/President

and

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY: _____
its: Interim CFO

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
RHON HERNDON
Public Works Director

EXHIBIT A

SCOPE OF SERVICES MANAGEMENT AND OPERATIONS OF SERVICES FOR THE ROSEVILLE TRANSIT SYSTEM and THE SOUTH PLACER TRANSIT INFORMATION CALL CENTER

A. ROSEVILLE TRANSIT SYSTEM

1. CITY DUTIES AND RESPONSIBILITIES

CITY shall perform the following duties and accept the following responsibilities with respect to ROSEVILLE TRANSIT. To the extent reasonable and feasible, CONTRACTOR shall assist CITY in this regard.

1.1 System Planning and Administration

CITY shall be responsible for all planning activities relative to ROSEVILLE TRANSIT routes, schedules, days and hours of operations, bus stop locations, location of street furnishings, preparation of planning documents, budgets, grant applications and related documentation, and other such activities relative to overall system administration.

1.2 Liaison with Local Jurisdictions, Citizens Groups

CITY shall be responsible for coordinating project activities with local and regional governmental jurisdictions, agencies and citizens groups.

1.3 Notification – Potential Interference with Transit System Operations

CITY shall make a reasonable effort to notify CONTRACTOR in advance of any road closures, detours, parades or other such events within the jurisdiction of local agencies that may interfere with ROSEVILLE TRANSIT operations or require deviations from established routes or schedules. CONTRACTOR and CITY shall mutually agree upon such deviations.

1.4 Advertising and Promotion

CITY shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform the public of ROSEVILLE TRANSIT operations and to promote ridership.

1.5 Operations Headquarters

CITY shall provide and maintain (including but not limited to sweeping, dusting, emptying trash receptacles) the operations headquarters facilities located at 2005 Hilltop Circle Drive, Roseville, CA. The facility includes an adequate parking area for all CITY transit vehicles, common parking facilities for all CITY and transit employees, restrooms, digital phone sets which shall be exclusively dedicated to the ROSEVILLE TRANSIT system operation, “capture voice” logging system, the ROSEVILLE TRANSIT two-way radio base station, counter space, cabinets and office equipment (specified in Attachment H), and all utilities. The CITY will perform vacuuming and garbage collection. CONTRACTOR does NOT pay lease costs for these facilities and provisions as described.

1.5b Operations Technology

CITY shall provide and maintain the CITY provided office technology located at 2005 Hilltop Circle Drive, Roseville, CA. CITY provided technology includes, but is not limited to: CITY firewall to separate CITY and CONTRACTOR networks, CITY CALL CENTER PBX, installed phone numbers with phone sets which shall be exclusively dedicated to the ROSEVILLE TRANSIT operations, telephone recording / logging system, PBX Customer Relationship Management software, two-way radio base station configured for ROSEVILLE TRANSIT use, wall mounted monitors, and headsets. CONTRACTOR provided technology includes personal computers, associated software, copier(s), printer(s), internet, and firewalls as needed to fulfill the duties included in the Scope of Work. CONTRACTOR shall utilize CITY provided technology unless otherwise approved by CITY. CONTRACTOR does NOT pay lease costs for CITY provided and maintained office technology.

1.6 CITY Provided CONTRACTOR I.D. Cards

CITY Human Resources department shall provide CONTRACTOR employees' identification cards at no charge to CONTRACTOR. If ID cards are excessively lost by CONTRACTOR employees, CITY may charge for replacements, at CITY'S discretion.

1.7 CITY Vehicles and Equipment; Maintenance and Repair

CITY shall provide to CONTRACTOR the vehicles set forth in Attachment G, entitled "CITY-PROVIDED TRANSIT SYSTEM VEHICLES". These vehicles shall be used only for activity directly related to the transit system covered by this AGREEMENT, unless otherwise authorized in writing, by CITY.

CITY shall be responsible for maintenance facilities and maintenance of all CITY-provided equipment not specifically assigned to CONTRACTOR by CITY to be maintained, with the exception of the interior and exterior cleanliness of all transit vehicles. CITY shall maintain and repair the specified vehicles, including warranties, attached communications systems, and other specified equipment.

CONTRACTOR shall be responsible for daily vehicle servicing of on board equipment inclusive of video, over-head signs, GPS equipment, pre- and post-inspection equipment, and fare boxes, and for all damage to equipment excluding normal wear and tear. CONTRACTOR shall promptly report all vehicle defects to the CITY maintenance staff.

CITY shall have the right to inspect, at any time, all CITY-provided equipment. CONTRACTOR shall correct any problems, within twenty-four (24) hours of written notification of CITY, if the problem can be corrected in such time. If the situation is not correctable within 24 hours, then arrangements for correction shall be underway within said period. CONTRACTOR is responsible for notifying CITY immediately of any maintenance safety violations for corrections.

If CONTRACTOR fails to correct a problem after receiving CITY notification, CITY may make, at its discretion, corrections and shall charge the actual reasonable cost to CONTRACTOR for these corrections. CITY may deduct these charges from any amount due or that may become due to CONTRACTOR under this AGREEMENT.

In the event CITY determines that driver operating practices cause a pattern of component failure or accelerated wear, CITY will confer with CONTRACTOR to mutually develop a corrective training program or other corrective action including use of liquidated damages.

1.8 Radio Communication System

CITY shall provide and maintain a two-way radio communications system, which shall be used by CONTRACTOR solely for communications related to ROSEVILLE TRANSIT operations. CITY shall provide and maintain license(s) as required for the radio system. CONTRACTOR shall comply with CITY policies and all applicable federal statutes and regulations in connection with radio system use. CITY'S radio system has limited range and may not adequately provide communication particularly in downtown Sacramento. CONTRACTOR is responsible for providing an additional means of communication to all ROSEVILLE TRANSIT drivers to ensure all service drivers and dispatch can contact one another at all times.

1.9 Fuel; CNG, Diesel, and Gasoline

CITY shall provide all fuel required in the operation of CITY vehicles to provide ROSEVILLE TRANSIT services. CITY shall provide fuel for all CITY-provided vehicles at the City of Roseville Corporation Yard, 2005 Hilltop Circle, Roseville, or other location(s) as determined by CITY. CONTRACTOR is responsible for training CONTRACTOR employees regarding refueling procedures.

1.10 Schedules; Passes; Tickets; Vouchers

CITY shall prepare, print and distribute all schedules, passes, tickets, transfers, vouchers, and like materials required by ROSEVILLE TRANSIT operations. CONTRACTOR shall disseminate schedules, brochures, and similar materials to transit patrons in accordance with the provisions of this AGREEMENT and any directions supplemental thereto provided by CITY. CONTRACTOR shall keep accurate records related to the dissemination of these materials.

1.11 Street Furnishings

CITY shall purchase, install, maintain and replace all street furnishings required for ROSEVILLE TRANSIT operations. Such furnishings include bus stop signs and posts, benches, shelters and the like. Further, CITY shall maintain or request property owners or appropriate agency to maintain trees along ROSEVILLE TRANSIT routes and stops so as to preclude damaging vehicles by reason of low hanging trees and branches. CONTRACTOR and its employees shall cooperate with CITY by promptly advising of any such conditions observed during ROSEVILLE TRANSIT operations. Nothing heretofore shall relieve CONTRACTOR'S vehicle operators from exercising good care and caution in their vehicle operations in order to avoid such damage.

2. CONTRACTOR DUTIES AND RESPONSIBILITIES – OPERATIONS and ADMINISTRATION

2.1 Overview

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with its operation of ROSEVILLE TRANSIT. The omission of a duty or responsibility herein below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is

usual, customary and generally accepted within the public transportation industry as being an integral element of operating a fixed route and demand responsive public transportation system of a kind and character such as ROSEVILLE TRANSIT.

CONTRACTOR is an independent contractor, and shall not be considered an officer, agent or employee of the CITY.

CONTRACTOR agrees that information furnished by the CITY shall be deemed proprietary and confidential, and all such foregoing information, to the extent previously, presently, or subsequently disclosed to CONTRACTOR or processed and derived by CONTRACTOR services is hereinafter referred to as "Confidential Information" of CITY. CONTRACTOR acknowledges that such Confidential Information may contain information provided and/or generated by third parties. (see Attachment M for CITY Confidentiality and Disclosure Agreement)

All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure CONTRACTOR's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the CITY'S expectation that CONTRACTOR, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to CITY.

CONTRACTOR will retain Confidential Information until deleted by CITY or CITY-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.

Upon termination or expiration of this Agreement, CONTRACTOR will ensure that all confidential information is securely transferred to CITY within thirty (30) calendar days. CONTRACTOR will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant CITY systems, and that CITY will have access to all Confidential Information during any such transfer. CONTRACTOR shall securely dispose of all Confidential Information when requested by CITY and CONTRACTOR will provide written notification to CITY once all Confidential Information has been securely disposed of.

CONTRACTOR shall report to City any data compromise or unauthorized access to Confidential Information within twenty four (24) hours after CONTRACTOR discovers such data compromise or unauthorized access. CONTRACTOR will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, CONTRACTOR will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from CITY. CONTRACTOR will promptly reimburse CITY in full for all fees and costs incurred by CITY in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the CITY'S sole discretion, could be impacted by identity theft.

CONTRACTOR may not advertise that CITY is a client, list CITY as a reference or otherwise use CITY'S name, logos, trademarks, or service marks without prior written permission from CITY.

CONTRACTOR acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.

CONTRACTOR shall employ adequate executive, administrative, supervisory, technical, operational, and maintenance personnel to provide the necessary management, technical and operating services for the operation of ROSEVILLE TRANSIT as specified by the CITY within compliance with all State and Federal Operating and Reporting requirements.

CONTRACTOR shall provide a current organizational chart of all employees on an annual basis.

CONTRACTOR shall assist and cooperate with CITY in meeting the objectives of providing quality transportation services. CONTRACTOR shall perform close liaison activities, coordination and cooperation with CITY on matters related to operations, monitoring, reporting and service performance measurements.

CONTRACTOR shall provide a phone number where the project manager may be reached twenty-four hours a day, seven days a week.

2.2 Service provided

Schedules/response times shall be as defined in this Scope of work. CONTRACTOR shall provide an annual total of approximately 57,000 vehicle hours of service during FY 2017/2018, with an anticipated increase in service hours of approximately 3% per cent each year thereafter for service provided under this AGREEMENT.

2.3 Passenger Fares; Fare Collection

The fares shall be as defined in the attached ROSEVILLE TRANSIT bus service guides (Attachment F) and are subject to change as determined by CITY. CONTRACTOR shall assure that each patron pays the appropriate fare prior to being provided transportation service. All cash fares will be paid by patrons in the exact amount due for their appropriate fare classification. Fares shall be deposited by patrons into the fareboxes provided by CITY in each vehicle. CONTRACTOR will collect or otherwise process in the manner directed by CITY all non-cash fares (vouchers, transfers, passes and like). All fares collected are the sole property of CITY.

CONTRACTOR shall count and keep fares under appropriate security, and shall reconcile fare revenues to passenger activity on each vehicle, route and service mode. All fare accounting shall be in accordance with procedures to be proposed by the CONTRACTOR and subject to CITY approval. Once a week, or more frequently, CONTRACTOR shall deposit fare revenue at a banking institution or transfer the funds to an armored car service provided by the CITY as directed by the CITY. Detailed reports on the revenues collected, reconciled, and deposited shall be provided to CITY on a weekly basis with exception for weekend counting. CITY reserves the right to audit fare revenue collection and accounting at reasonable times without prior notification to CONTRACTOR. CITY reserves the right to modify fare accounting processes and procedures.

2.4 DBE/EEO

CONTRACTOR shall submit a signed affidavit certifying compliance with the Disadvantaged Business Enterprise (DBE) and Equal Employment Opportunity (EEO) requirements as specified in the Agreement.

2.5 Training and Retraining

CONTRACTOR shall provide ongoing training, retraining, and safety education for all safety sensitive positions, including but not limited to vehicle operators, dispatchers, and supervisory personnel, which conform to regulation agency requirements, e.g., Federal and State Departments of Transportation, California Highway Patrol and other applicable agencies. Documentation of all trainings, retraining, and safety education presentations will be provided to the CITY on an annual basis.

2.6 Drug and Alcohol Testing

CONTRACTOR shall provide pre-employment, post-accident, reasonable suspicion, and random drug and alcohol testing of its employees in “safety-sensitive” positions; pursuant to the requirements of the Federal Transit Administration (FTA) and/or the California Highway Patrol, as described more particularly in the AGREEMENT. CONTRACTOR will provide documentation on a monthly basis.

2.7 Scheduling, Dispatching and Vehicle Control

CONTRACTOR shall provide and use, in the day to day operations, SCHEDULING SYSTEM approved by CITY. This software will be provided in an ASP (Application Server Provider) method and shall enable the necessary number of concurrent users for processing approximately 7,000 trips per month, and increasing capacity as demand warrants. CONTRACTOR shall provide redundant access to their servers, provide, install, and maintain all network and server infrastructure, firewall technology, backup systems and application software and provide support services on all such hardware and software to CITY. CONTRACTOR shall update all software components and purchase any GIS mapping components used by SCHEDULING SYSTEM annually. The mapping components used by the scheduling system shall be updated annually between the dates of November 1st and March 31st.

During the period of time of operation under the SCHEDULING SYSTEM, as provided herein, CONTRACTOR will provide access to the CITY the appropriate server infrastructure, training, support and backup files to utilize the SCHEDULING SYSTEM at any time. Should CITY at its sole discretion elect to purchase or migrate the SCHEDULING SYSTEM in-house, CITY will be responsible for supplying the server infrastructure for the in-house utilization of the system. All data and information in the servers and on CITY and CONTRACTOR computers related to ROSEVILLE TRANSIT shall be the property of CITY and shall be transferred to CITY upon request at no extra cost.

CONTRACTOR shall implement and maintain an effective vehicle control system to maintain radio or telephone contact with all vehicles in service so as to provide supervision and guidance to vehicle operators and respond to mechanical breakdowns, accidents and incidents in a timely and responsible manner consistent with industry practice.

CONTRACTOR shall schedule and dispatch trips in accordance with the Americans with Disabilities Act (ADA) required operating standards for complementary paratransit service.

2.8 Operations – Local Fixed Route, Commuter Service and Game Day Express Service

CONTRACTOR will operate fixed route bus services as specified by CITY and in strict accordance with the operating days and hours, routes and schedules set forth in the current ROSEVILLE TRANSIT bus service guides attached hereto as Attachment F or any revisions thereto, and shall provide such service in a safe, professional and courteous manner.

Notwithstanding the above, CONTRACTOR is hereby authorized to deviate from established routes when necessary to avoid construction, detours, and vehicles or other obstructions within the public right of way. CONTRACTOR shall notify CITY of such obstruction caused deviation(s) as soon as is practicable upon learning that the deviations are or may become necessary.

In the event that a ROSEVILLE TRANSIT route operates more than fifteen (15) minutes behind schedule, CONTRACTOR shall as needed but not later than 24 hours after the occurrence of the event notify the CITY of the incident and take all available steps to restore on-time performance. CONTRACTOR shall establish procedures, subject to CITY review and approval, to restore on-time performance.

2.9 Operations – Dial-A-Ride and Paratransit

Dial-A-Ride (DAR) service shall be operated in accordance with the operating days, hours and service area set forth in the current ROSEVILLE TRANSIT bus service guides attached hereto as Attachment F or any revisions thereto. DAR operations will be provided from “curb-to-curb” for the general public. CONTRACTOR shall comply with 49 CFR Part 37 regarding ADA Paratransit Service standards as they apply to the paratransit function of the DAR Service.

CONTRACTOR shall respond to telephone requests for DAR service on a “real-time” demand-response basis in accordance with CITY service standards stated herein below.

CONTRACTOR shall also accept telephone requests for advance reservations made the prior day and up to fourteen (14) days in advance for passengers who meet ADA criteria. Advance reservation trips shall be given scheduling priority over real-time demand response trips. Reservation priority shall, if necessary to comply with required ADA paratransit criteria, be given to individuals who have proof of ADA paratransit service eligibility.

CONTRACTOR shall also accept “subscription service” reservations (provision of repetitive trips over an extended period time without requiring that individuals call to request reservations for each trip); however, the level of subscription service provided shall not exceed fifty percent (50%) of the total number of trips available during a given hour of the day. Documentation shall be included with the monthly reports.

CONTRACTOR is authorized to have only as many vehicles in DAR service at a given time as service demand requires. However, in no event will the total annual vehicle revenue hours billed to the CITY for DAR exceed 12,703 in Fiscal Year 2017/2018; 13,083 in Fiscal Year in 2018/2019; 13,475 in Fiscal Year 2019/20; and 13,879 in Fiscal Year 2020/2021 without prior written authorization by the CITY.

2.10 Operations - Special Event, Promotional, and Other Special Services

In addition to regular ROSEVILLE TRANSIT operations, CONTRACTOR may from time to time, upon receiving specific written authorization by CITY, provide, special event, promotional, or other special

transportation services within the ROSEVILLE TRANSIT service area using CITY transit vehicles, provided that such services are determined by CITY to be in the public interest, do not interfere with regular ROSEVILLE TRANSIT operations, and are in compliance with applicable federal and state statutes. CONTRACTOR may not use CITY transit vehicles for other services without prior authorization from the CITY.

CONTRACTOR shall be entitled to compensation for such services at the normal rate per vehicle service hour specified in the AGREEMENT. For special event, promotional and other services, a vehicle service hour shall be defined as any hour, or portion of an hour, that a vehicle is available for service from first pickup to last drop off.

2.12 Service Standards – General

CONTRACTOR shall strive at all times to provide service in a manner that will maximize productivity and at the same time emphasize quality customer service. Recognizing that the goals of productivity and service quality may conflict at times, the following standards are intended to be reasonably attainable by CONTRACTOR, fair to the customer and consistent with CITY expectations.

CONTRACTOR and CITY shall periodically meet to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they shall be adjusted based upon recommendations made by CONTRACTOR with concurrence and final decision by CITY. Should it be found that CONTRACTOR'S performance has contributed to CONTRACTOR'S failure to achieve these standards, CONTRACTOR shall take all reasonable actions requested by CITY to correct deficiencies in performance. Should deficiencies persist, CITY may take whatever additional action is necessitated by the circumstances and provided for in the AGREEMENT of which this Scope of Work is a part. CONTRACTOR should anticipate possible modifications to these standards following the update of the CITY'S Short Range Transit Plan in 2017/2018 and in future plan updates.

2.13 Service Standards - Fixed Route, Commuter Service and Game Day Express

- Schedule Reliability: A minimum of ninety-five percent (95%) of bus departures will be within one minute before to 5 minutes after the scheduled time as indicated by published timetables. This standard applies to each time listed in the bus services guides, which also define the start and end times of all routes.
- Missed Trips: Less than one percent of scheduled departures from a route terminal will be a missed trip. A trip is defined as a one-way movement from terminal to terminal, or one circuit of a loop route. A missed trip occurs when a scheduled departure is canceled, or when a bus departs more than 15 minutes after the published departure time.

2.14 Service Standards - Dial-A-Ride and Paratransit

A minimum of 2.6, or more, passengers per Vehicle Revenue Hour shall be served by ROSEVILLE TRANSIT Dial-A-Ride (DAR) and Paratransit Services as defined in the Short Range Transit Plan.

A. Demand Response Wait Time (the elapsed time between a “real time” demand response service request and passenger pickup:

1) 95% of passengers (ADA and non-ADA) will be picked up within their 30 minute window; and,

2) 100% of passengers will be picked up within 45 minutes.

B. Ride Time (the elapsed time between passenger pickup and drop off):

1) 75% of passengers dropped off within 45 minutes; and,

2) 100% of passengers dropped off within 60 minutes.

C. Missed Trips

1) No more than 1 percent of all ADA eligible reserved rides shall be missed. No more than 5 percent of all non-ADA eligible reserved rides shall be missed.

D. Trip Denials

1) No more than 10 percent of all reservation ride requests for non-ADA eligible passengers will be denied.

E. Reservation Reliability: Ninety-five percent (95%) of reservation trips will be served within plus or minus 15 minutes from the recorded reservation time.

F. Missed Trips: Less than one percent of DAR trips, either demand-response or advance reservation, shall be missed trips. For DAR, a missed trip is defined as any trip in which the vehicle fails to arrive within 30 minutes before or after the recorded reservation time.

G. Service Refusals (ADA): For reservation requests made by individuals who possess valid ADA paratransit eligibility certification, there will be no service refusals. A service refusal is defined as failure to make a reservation because service could not be provided within one hour of the requested reservation time.

H. No Show Ratio: On average, there will be less than one passenger no-show per 20 passenger trips.

2.15 Service Standards - Special Event, Promotional and Other Special Services

There will be no missed ~~charters or~~ special event trips. A missed special event trip occurs when the vehicle fails to arrive by the time promised for any segment of the special event tour.

2.16 System Safety Standard

Miles between all accidents to be greater than one per 25,000 miles, average. Miles between preventable accidents to be greater than one per 50,000 miles, average.

2.17 Operations Personnel

The CONTRACTOR shall provide all management, supervision, training, drivers, dispatchers, clerks, service workers, electrical/mechanical technicians, and such other personnel necessary to responsibly operate ROSEVILLE TRANSIT.

For purposes of this AGREEMENT, the terms “employee(s)” and “personnel” shall include individuals employed by subcontractors that perform any of the ROSEVILLE TRANSIT vehicle operations or related functions.

2.18 Project Management

CONTRACTOR shall designate and provide the services of an on-site Project Manager, subject to the approval of CITY, who shall provide overall management and supervision of ROSEVILLE TRANSIT public transit operations under the terms of this AGREEMENT. At the time of service start-up, the designated on-site Project Manager must meet the following minimum requirements:

- Has a proven, successful work history in situations similar to those contemplated in this RFP,(include resume);
- Has at least five (5) years of transportation management experience of which two (2) years must be in public transit;
- Holds the equivalent of a bachelor’s degree from a four (4) year college in a related field (however each year of management experience in a related transportation industry beyond the required minimum years of experience listed above may substitute for each year of college);
- Has managerial and supervisory experience in public or private agencies; and,
- Has had direct supervisory responsibility for all facets of a public transit operation.

The Project Manager shall work cooperatively with CITY in matters relating to service quality, providing operational and other data as described in this Scope of Work, responding to comments from the CITY, passengers and the general public, and responding to specific requests for other assistance as the need arises.

CONTRACTOR shall assure CITY that the Project Manager designated for this project will not be replaced without the prior written consent of CITY. Should the services of the Project Manager become no longer available to CONTRACTOR, the résumé and qualifications of the proposed replacement shall be submitted to CITY for approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent Project Manager, unless CONTRACTOR is not provided with such notice by the departing employee. CITY will respond to CONTRACTOR within three (3) working days following receipt of these qualifications concerning acceptance or rejection of the candidate for replacement Project Manager. CITY may require an interview of the proposed candidate(s) before an acceptance or rejection decision is made.

At all times, the Project Manager or other employee pre-designated and identified to the CITY to act for the Project Manager, shall be available either by phone or in person to make decisions regarding day-to-day ROSEVILLE TRANSIT operations, including emergency situations, or to provide coordination as necessary, and shall be authorized to act on behalf of CONTRACTOR regarding all matters pertaining to this Scope of Work.

2.19 Employee Selection and Supervision

CONTRACTOR shall provide operations management at a level and capability sufficient to oversee its functions and employees.

CONTRACTOR shall be responsible for the employment and supervision of all employees necessary to perform ROSEVILLE TRANSIT operations. CONTRACTOR responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and CONTRACTOR employee discipline, including but not limited to termination. CONTRACTOR shall provide an annual list of employee turnover to City.

CONTRACTOR shall use appropriate screening and selection criteria in order to employ operations personnel. The CONTRACTOR shall perform employment, DMV and criminal background checks, pre-employment drug screens and physicals of all employees associated with this agreement and shall undertake the steps necessary to assure that all such employees perform their duties in a safe, legal, courteous, and professional manner at all times.

CONTRACTOR shall develop, implement and maintain an employee alcohol and substance abuse testing program, subject to CITY approval, for all employees in safety-sensitive positions including personnel engaged in the operation, servicing and control of CITY transit vehicles and equipment. Such program will comply with all applicable requirements as established by the Federal Transit Administration and by other federal or state agencies, including regulations promulgated to implement the Omnibus Transportation Employee Testing Act of 1991, as it may be amended from time-to-time.

CONTRACTOR shall at all times comply, and shall require subcontractors to comply, with applicable state and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

Nothing in this section shall be construed by either CONTRACTOR or CITY to be in conflict with the language and intent of Article 4, Independent Contractor, of the AGREEMENT of which this Scope of Work is a part.

2.20 Bi-Lingual Personnel and Training

CONTRACTOR shall make every effort to recruit bi-lingual personnel for driver, dispatcher, and supervisor positions. CONTRACTOR shall implement within 120 days after the start of the contract term, a keyword/key-phrase training and proficiency testing program to assist all operating personnel to learn simple phrases to assist them in communicating fares and directions to Limited English Proficiency (LEP) transit system users as identified in the City of Roseville Title VI Program Language Assistance Plan, as may be updated periodically. CONTRACTOR shall provide a laminated sheet of English translations for common phrases used by LEP transit passengers for transit vehicle operators. CONTRACTOR will comply with CITY specified Title VI goals.

2.21 Training – General

CONTRACTOR shall providing training for all personnel employed through this AGREEMENT. It is the sole responsibility of CONTRACTOR to ensure that all drivers are fully knowledgeable of their duties and responsibilities and can operate a fixed-route, commuter or paratransit vehicle in a safe manner. To

accomplish this, CONTRACTOR shall develop, implement and maintain a formal training and retraining program that shall be subject to review and approval by CITY. An outline of the training program, including required annual updates, shall be on file in the offices of the CITY Alternative Transportation Division. All drivers, dispatchers, and supervisors shall participate in the program.

CONTRACTOR shall prepare and furnish to CITY for approval and to all drivers, dispatchers, and supervisors an OPERATIONS MANUAL. Contents of the OPERATIONS MANUAL shall include the following subject areas: fundamentals of excellent customer service; sensitivity training; ADA training; driver rules; accident/incident policies; radio policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedure and pertinent sample forms.

2.22 Training – Driver

CONTRACTOR shall implement and maintain a specific training and retraining program for all drivers. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations and defensive driving practices, disabled passenger assistance techniques, accident/incident procedures, radio procedures, ROSEVILLE TRANSIT operating policies and procedures, employee work rules, vehicle safety inspection, equipment care, driver fueling and maintenance responsibilities, customer relations and passenger conduct. Drivers shall be trained to operate all types of buses, wheelchair lifts and securement systems, and other equipment that they may be expected to use in the ROSEVILLE TRANSIT services.

At a minimum, all drivers shall be certified as having completed CONTRACTOR’S formal training course for new drivers as approved by CITY, and be licensed with a valid California Class B operator’s license with appropriate endorsements or certification(s) and medical card. Prior to employment, all drivers must be fingerprinted by a public law enforcement agency (such as the City of Roseville Police Department), a school district, or a county office of education utilizing an electronic fingerprinting system with terminals managed by the Department of Justice; and, if applicable, the Federal Bureau of Investigation (if a California resident for less than eight years). All Drivers shall possess a Transit Bus Certificate as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code. Drivers shall meet all applicable requirements as established by the California Highway Patrol.

2.23 Driver Responsibilities

CONTRACTOR will, when requested by CITY, have its’ employees hand out notices to passengers or otherwise render assistance with ROSEVILLE TRANSIT customer relations, promotion, marketing, monitoring and supervisory functions by date requested by the CITY. CONTRACTOR employees will be required to honor special passes; collect, cancel and/or validate passes, tickets and coupons; and issue and collect transfers, day passes, and other fare media, as determined by CITY. CONTRACTOR employees will verify cash fares deposited in farebox, and will not allow drivers to handle money. CONTRACTOR employees will record ridership counts by passenger category and boarding location in accordance with procedures approved by CITY.

When requested, drivers of vehicles will provide passenger assistance to persons who request help, including, but not limited to boarding and alighting assistance as stated in the OPERATIONS MANUAL and Standard Operation Procedures. Drivers shall not, however, lift or carry passengers, bicycles, packages or any items which may cause injury. In addition, drivers of vehicles in DAR service will provide assistance to persons with disabilities in loading and unloading of small packages.

CONTRACTOR shall tune clocks in operations office to the atomic clock in Colorado. Atomic time is available on-line at www.time.gov/timezone.cgi/Pacific/d/-8/java. Drivers shall have available at all times during operation of any bus an accurate time piece with active second hand (or digital equivalent), set each day to conform to atomic time.

2.24 Driver Rules

At a minimum, CONTRACTOR'S employees must comply with the following rules for it's drivers to uphold ROSEVILLE TRANSIT safety and customer service standards.

- No employee will be permitted to smoke or use any tobacco products within fifty (50) feet of a bus or bus stop.
- No employee will be permitted to eat, or otherwise consume any food or snack products aboard buses or light duty vehicles at any time.
- No employee shall consume beverages aboard the bus except water, coffee, or soda ONLY in containers with hard covers that will not spill if tipped over;
- No employee shall employ any device that plays music or amplifies sound aboard buses, including AM/FM radio.
- No employee, at any time, shall use personal cellular telephones, pagers, or other communication devices, outside of break or meal times. Contact from third parties shall be allowed only through dispatch and no direct contact by drivers shall be permitted.
- Boisterous language, profanity, incivility to anyone shall not be allowed while in uniform, on or off duty.
- Excluding purchasing a prescription, or shopping, before or after a work shift, no employee in uniform shall purchase, consume, or be under the influence of any narcotic, intoxicant, harmful drug, or prescription drugs that impair performance.
- Drivers shall be responsible for keeping all vehicles clean and sanitary during their shift. Drivers shall be responsible for reporting any conditions that the Driver is unable to clean to CITY standards.
- CONTRACTOR employees are responsible for reporting immediately any defects a vehicle may have.
- CONTRACTOR employees shall conduct a walk-around pre-trip inspection of their vehicle, as well as a post-trip inspection, and fill out a daily vehicle inspection sheet using CITY provided electronic equipment.
- CONTRACTOR employees shall have CONTRACTOR supervisor personnel work cooperatively with CITY maintenance staff to resolve any doubt about the safety of a vehicle prior to operating the vehicle in service.
- CONTRACTOR employees shall, at all times, work cooperatively and assist CITY vehicle maintenance staff to keep all vehicles in service.

- Employees may use vehicles only in accordance with their assigned duties. Unauthorized stops at unauthorized locations while traveling to or from the route while driving the revenue service vehicle are prohibited.
- Employees must conduct themselves and operate vehicles in a safer and courteous manner at all times.
- No one shall be permitted to solicit on the vehicle with the exception of personnel specifically authorized to do so by CITY.
- No item longer than five (5) feet shall be allowed on the vehicle.
- No animals, except service animals, shall be permitted on the vehicle, unless otherwise authorized in writing by the CITY.
- All information regarding accidents shall be confidential. Employees shall refrain from speaking to anyone concerning any accident unless it is to the police, CITY supervisory personnel, the CITY'S insurance carrier or other person(s) involved in the accident as required by law.
- Anyone under the influence of any intoxicant, narcotic, harmful drug, and who is exhibiting inappropriate social behavior shall not be permitted on the vehicle.
- No vehicle shall stop at an unsafe location. Whenever practical, DAR and Paratransit stops shall be made at a curb.
- Backing of a vehicle is prohibited unless specifically authorized by dispatch. Drivers must request the option to back a vehicle from dispatch prior to beginning the backing movement.
- No vehicle shall be operated when its' condition is unsafe or uncertain.
- No CONTRACTOR employee shall operate the wheelchair lift unless he has received the mandated training and/or if there is any doubt whatsoever about the mechanical condition of the lift or safety of the passenger as a result of using the lift. Wheelchair lift operation shall be in compliance with the methodology recommended by the OEMs.
- CONTRACTOR'S employees shall properly utilize all onboard systems including but not limited to the fare box system and recording ridership data in the format required by CITY.
- CONTRACTOR'S drivers shall not be allowed to leave their vehicle unattended when passengers are on-board. Where appropriate, drivers shall take the key with them when disembarking the vehicle. Doors on unattended vehicles shall be kept closed and locked at all times. Drivers must inform and confirm with dispatch before leaving a bus unattended-
- CONTRACTOR'S drivers shall provide "hands-on" assistance to disabled riders for boarding and unloading purposes on DAR if requested by passenger or passenger aide as stated in the OPERATIONS MANUAL.
- No vehicle shall be fueled while passengers are on board.

2.25 Uniforms

CONTRACTOR is responsible to ensure drivers are in full uniform at all times while in service or otherwise on duty. CONTRACTOR shall provide driver uniforms to its employees. The design, type and logo of the uniforms shall be subject to CITY'S advance approval. Drivers shall be required to adhere to uniform requirements approved by CITY and maintain a neat and clean appearance at all times.

2.26 Safety Program

CONTRACTOR shall assume full responsibility for assuring that the safety of passengers and operations personnel, and CITY'S vehicles and equipment are maintained at the highest possible level throughout the term of this AGREEMENT.

CONTRACTOR shall comply with all applicable California Highway Patrol and OSHA requirements. CITY may request that the Motor Carrier Unit of the California Highway Patrol (CHP) annually prepare and submit to CITY a Safety Compliance Report (CHP-343). CONTRACTOR must attain satisfactory rating in the driver records category of the Safety Compliance Report. CONTRACTOR must expeditiously correct any deficiencies noted on California Highway Patrol's report, and shall furnish CITY with copies of annual CHP safety compliance reports, including pull notices.

CONTRACTOR shall develop, implement and maintain, in full compliance with California Law, a formal safety and accident prevention program including periodic safety meetings, participation in safety organizations, safety incentives offered by CONTRACTOR to drivers and other employees, and participation in risk management activities under the auspices of CONTRACTOR'S insurance carrier or other organization. CONTRACTOR shall provide a copy of said Safety Program and subsequent program updates to CITY.

CONTRACTOR shall participate in the State of California Department of Motor Vehicles "Driver Pull Notice Program" for appropriate monitoring of employee driver license activity.

CONTRACTOR shall be responsible for coordinating with a CITY vendor all fire extinguisher and fire suppression system recertification each year.

CONTRACTOR will require, at a minimum, all safety-sensitive personnel and supervisors to participate in the safety program.

2.27 Marketing, Public Relations and Monitoring Activities

During the term of the AGREEMENT, CONTRACTOR shall not be responsible to undertake or fund any advertising or promotional activities on behalf of the CITY however, CONTRACTOR shall cooperate with CITY'S advertising or promotional activities by making available in a timely manner, all needed equipment and personnel at no cost or expense to CITY. CONTRACTOR also shall dispense CITY information and publications, respond to patron requests for CITY-approved information, and do all other things to assist and support CITY'S advertising and public information efforts.

CONTRACTOR shall post CITY-provided and approved notices, distribute surveys to passengers, and/ or otherwise provide reasonable assistance in CITY'S monitoring and marketing activities as directed by the CITY.

CONTRACTOR shall not post or otherwise distribute any materials on vehicles unless specifically requested by CITY and CITY shall approve all materials prior to their distribution.

Any revenue from posting or other distribution shall be CITY'S.

CONTRACTOR shall refer all media requests for information about ROSEVILLE TRANSIT services as defined in the AGREEMENT to the CITY. Under no circumstances shall CONTRACTOR make any contact with the media or offer comment regarding the services identified in the AGREEMENT without written permission from the CITY.

2.28 Road Supervision

CONTRACTOR shall provide road supervision as required to monitor drivers and vehicles and assist drivers in revenue service, including assistance with special events. Road Supervisors shall also assist with reducing and removing transit related vehicle leakages at the CITY Corporate Yard working within CITY Stormwater compliance requirements. At a minimum, a road supervisor shall be available from the start of service to 6 pm, Monday through Saturday, with an on-call supervisor available during all hours of service. Road Supervisors duties will be stated in the CONTRACTOR'S OPERATIONS MANUAL and updated annually for review by the CITY.

CONTRACTOR is to ensure a complete accident kit is available in the road supervisor's car at all times.

2.29 Accident, Incident, and Complaint Procedures

The total vehicle miles between all accidents shall be greater than one per 25,000 miles and greater than one preventable accident per 50,000 miles, average. This standard shall be measured quarterly.

All traffic accidents involving CITY vehicles, irrespective of injury, shall be reported to the Highway Patrol, local police or sheriff, as appropriate, and then to the CITY. CONTRACTOR will request that the law enforcement agency respond to investigate the accident. CONTRACTOR will supply CITY with copies of all accident and incident reports and related attachments such as pictures and video within 24 hours of the incident.

The CITY shall be notified in writing by CONTRACTOR of all accidents involving CITY transit vehicles within 24 hours. In cases involving injury, CONTRACTOR shall notify CITY Designated Representatives immediately upon receipt by CONTRACTOR of such information.

CONTRACTOR shall develop, implement and maintain formal procedures, subject to CITY review and approval, to respond to emergencies and routine problems that from time-to-time occur in the course of providing transit service. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in service vehicle failures, lift failures of buses in service, route buses operating more than ten minutes behind schedule, and DAR buses operating more than fifteen minutes behind scheduled reservation times.

CONTRACTOR is requested, but shall not be required to have CONTRACTOR employees report public safety incidents observed by them to the dispatcher, who in turn, is requested to refer all such incidents to

the proper authorities. Such observed incidents include, but are not limited to: fires, criminal acts, suspicious circumstances, public right-of-way obstructions, natural disasters, and the like. Beyond reporting such incidents, neither the CONTRACTOR nor any of CONTRACTOR'S employees shall have any responsibility of any kind or character to act further with respect to them.

CONTRACTOR will log all complaints received and escalate complaints as appropriate to CITY and CONTRACTOR management staff for investigation. The investigation of each complaint will be documented. Investigations may include interviews with the operator and the passenger/caller, review of recorded phone or radio communications, and/or review of recorded video clips. CITY and CONTRACTOR will communicate the results of the investigation and resolution of complaints. A minimum of two (2) attempts to contact the person who filed the complaint will be made and documented, unless the customer has indicated that they do not require a response to their complaint.

Likewise, compliments will be documented and shared as appropriate (recognition programs of employees).

2.30 Operations Headquarters

Except for items expressly identified to be provided and/or maintained by CITY, CONTRACTOR shall provide and maintain all operations office and control room furnishings and equipment required to provide ROSEVILLE TRANSIT services. CONTRACTOR shall provide and maintain computers, maps, information boards, official time clock, desks, tables, chairs, and other office equipment as may be appropriate. CONTRACTOR shall provide equipment and software as requested by CITY.

2.31 Facility Cleaning

CONTRACTOR shall be responsible for maintaining a clean business environment, in support of CITY provided sweeping, dusting, emptying of trash receptacles in the operations office and control room areas. If major repairs are required, CONTRACTOR shall notify CITY.

2.32 Reports; Records; Books; Inspection

CONTRACTOR will provide the OPERATIONS MANUAL detailing the Standard Operating Procedures. A draft of the outline of this OPERATIONS MANUAL will be submitted to the CITY for review and approval by end of third month of the first year of the contract. The draft of the OPERATING MANUAL will be submitted to the CITY for review and approval by the end of the sixth month of the first year of the contract. The final CITY approved OPERATING MANUAL will be completed no later than the last day of the first contract year. The OPERATIONS MANUAL will include, but is not limited to, the CONTRACTOR'S training procedures for all staff and any other subject requested by the CITY.

CONTRACTOR shall collect, record, and report all operational data required by the CITY in a format approved by the CITY. Such data shall include, but not be limited to, data necessary to comply with the National Transit Data Base requirements of the Federal Transit Act, and with Section 99247 of the California Public Utilities Code, as is now in force or may hereafter be amended. Operational data shall include but are not limited to: passenger count data by fare and demographic category, vehicle hours, vehicle miles, vehicle revenue hours, vehicle revenue miles, passengers per hour, wheelchair boardings,

missed trips, accidents and incidents, complaints and compliments, stop call out logs, passenger boarding and alighting data, route deviation requests, and dial-a-ride/paratransit service requests refused, passenger no-shows and ADA on time performance data.

CONTRACTOR shall collect information daily concerning vehicle activity on the demand response driver's log, route driver's report, dispatch log, and/or other forms as developed by CONTRACTOR and approved by CITY. Collected information shall be summarized daily on the Daily Operations Summary. Daily vehicle activity data shall include, by individual vehicle, the number of passengers, wheelchair boardings, pick up and drop off times for DAR/Paratransit ADA, mileage, and revenue. Dispatch records must show times for receipt of service requests, pick up assignment made, actual pick up indicating early or late arrival compared to actual scheduled window, variance between promised and actual pick up times, actual drop off time, total time between pick up and drop off.

CONTRACTOR shall compile the Daily Operations Summary into Weekly, Monthly, Quarterly and Annual reports; and shall provide data according to the individual routes, modes and total system. Individual totals shall be provided for peak hour services, weekdays, and, if needed, evenings, Saturdays and Sundays. In addition to statistical data, Monthly Reports shall summarize employee safety program and training activities, employee turnover, and other information submitted annually in a format approved by the CITY.

CONTRACTOR shall collect, record and report to the CITY on a quarterly basis all accounting data for the ROSEVILLE TRANSIT operation in accordance with Section 99243 of the California Public Utilities Code, as is now in force or may hereafter be amended. All worksheets and detail information used to prepare these reports shall be available upon request. Each quarterly accounting report shall be provided to CITY within one month after the close of the applicable quarter. CONTRACTOR shall also provide a quarterly statement of accident data and loss experience including accident and preventable accident data, claims made, claims settled and pending, and any loss reserve specific to the ROSEVILLE TRANSIT project.

CONTRACTOR shall make available daily logs, reports and summaries for CITY review by 3 p.m. of the next business day following data collection. Monthly reports shall be submitted to CITY no later than the 10th day of the following month. CITY retains the right to request additional data as needed.

CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for CITY under this AGREEMENT on file for at least three (3) years following the date of final payment to CONTRACTOR by CITY. Original documents or certified copies shall be maintained locally at a place that shall be subject to CITY approval. During the term of AGREEMENT, CONTRACTOR shall maintain its accounting records as they relate to the programs identified in AGREEMENT consistent with Generally Accepted Accounting Principles and in CITY-approved format. Services provided under AGREEMENT shall conform to all the requirements of Federal, State, and/or local regulatory agencies, including the California Highway Patrol, California Public Utilities Commission, and U.S. Department of Transportation, if applicable. CONTRACTOR shall not disseminate ridership, fare box, or other data or information to any party without prior written approval from CITY or as required by law.

Any duly authorized representative(s) of CITY shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during CONTRACTOR'S usual and customary business

hours. Further, any duly authorized representative(s) of CITY shall be permitted to observe and inspect any or all of CONTRACTOR'S facilities and activities during CONTRACTOR'S usual and customary business hours for the purposes of evaluating and judging the nature and extent of CONTRACTOR'S compliance with the provisions of this AGREEMENT. In such instances, CITY'S representative(s) shall not interfere with or disrupt such activities.

2.33 Pending Projects and Service Expansions

The City of Roseville is a growing community. Projections indicate that all modes of service may be expanded during the term of this contract. The City of Roseville reserves the right to increase and/or decrease the level of operations. If operations is in excess of fifteen percent (15%) CONTRACTOR will be offered the opportunity to renegotiate the terms of the contract.

Within the next 12 months ROSEVILLE TRANSIT will increase base level operations with six (6) additional buses to expand its fixed route services as follows:

If CONTRACTOR provides on board camera system for revenue and non-revenue vehicles, CONTRACTOR will be responsible for installation and maintenance of system for term of the contract. If on board camera system is provided by CITY, CONTRACTOR will be expected to operate and maintain the existing on board camera system. CONTRACTOR shall also install and maintain on board camera on all non-revenue vehicles throughout the course of the AGREEMENT. CONTRACTOR will be expected to regularly monitor the system and use it to respond to customer complaints, compliments and otherwise.

CONTRACTOR is expected to properly operate and use farebox equipment at all times following initial training from CITY.

CITY transit buses have advertising wraps applied throughout the term of the contract. CONTRACTORS will work with advertising vendor to arrange for buses to be delivered to the vendor in a timely manner for the application of these wraps

2.34 System Recommendations

CONTRACTOR shall continually monitor ROSEVILLE TRANSIT operations, facilities and equipment and shall, from time-to-time and as warranted, advise CITY and make recommendations based on observed deficiencies and needed improvements. CITY shall retain all authority, however, to make determinations and to take action on such recommendations.

2.35 Standard Operating Procedures Manual

CONTRACTOR shall create a Standard Operating Procedures (SOP) Manual to provide documentation of procedures used at this site for the operations and management of Roseville Transit. A draft document shall be provided to the CITY for review within three (3) months of the contract award date. A final version of the SOP Manual that is acceptable to the CITY shall be provided by the CONTRACTOR within a year of the contract award date.

3. CONTRACTOR DUTIES AND RESPONSIBILITIES – CITY VEHICLES AND EQUIPMENT

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with use of CITY vehicles and equipment.

3.1 Inventory

CITY and CONTRACTOR agree to prepare a joint written inventory of all CITY-provided equipment and supplies. This inventory shall be conducted annually. CONTRACTOR shall be responsible for returning the vehicles with the same or replacement items, equipment and supplies (all less ordinary wear and tear) as originally delivered.

3.2 Safety

CITY may request that the Motor Carrier Unit of the California Highway Patrol (CHP) annually prepare and submit to CITY a Safety Compliance Report (CHP-343). CONTRACTOR must attain satisfactory rating in the driver records category of the Safety Compliance Report. CONTRACTOR must correct any deficiencies noted on California Highway Patrol's report.

3.3 CITY Vehicles and Equipment

By execution of this AGREEMENT, CONTRACTOR acknowledges receipt of the vehicles and equipment listed in Attachment G - CITY_PROVIDE TRANSIT SYSTEM VEHICLES and Attachment H – CITY-PROVIDED OFFICE EQUIPMENT, and that each and every item has been received in good working condition. In the event that CITY provides CONTRACTOR with additional buses and/or equipment at future times, these EXHIBITS shall be amended in the manner provided herein above for amendments to this AGREEMENT and CONTRACTOR shall acknowledge receipt of such additional items upon their delivery to CONTRACTOR.

CONTRACTOR shall use due diligence to maintain CITY'S vehicles in a clean, orderly, and safe manner and in accordance with CITY standards. CITY shall have the right to inspect at any and all times CITY-provided vehicles and equipment to verify CONTRACTOR compliance with the foregoing. This provision shall also apply to any vehicles and equipment, including leased vehicles and equipment, used by CONTRACTOR for backup services. CONTRACTOR is financially responsible for the cost of repairing or replacing any physical or mechanical damage caused by CONTRACTOR negligence and not caused by CITY. CITY shall be responsible for making repair or replacement.

Upon termination of this AGREEMENT, CONTRACTOR shall return all CITY-owned equipment to CITY, with no damage, less reasonable wear and tear.

3.4 Vehicle and Equipment Repair Due to Collision, Vandalism, or Abuse

CONTRACTOR shall be responsible for the cost of all repairs to CITY vehicles and equipment to correct loss or damage due to collision, vandalism, theft, or abuse. Cost of repairs shall include all parts, labor, vehicle transportation or towing, and other costs associated with completing the necessary repairs.

All repairs to CITY transit vehicles shall be performed by CITY fleet maintenance staff or by other vendors and suppliers designated by the CITY, except that CONTRACTOR may make minor cosmetic repairs in a workman-like manner which would normally be performed during cleaning and detailing of a vehicle.

CONTRACTOR shall promptly report vehicle damage to the CITY fleet maintenance department. When CITY determines that unreported vehicle or equipment damage is the responsibility of the CONTRACTOR, it shall notify the Project Manager or other designated on-site CONTRACTOR representative. As soon as is practicable, but in all cases within 24 hours after notification, the CONTRACTOR representative shall review the damage. CITY shall then complete the work, document the repair or replacement on a work order, and CONTRACTOR shall be responsible for the cost of repairs in accordance with the provisions of the AGREEMENT of which this Appendix is a part.

CONTRACTOR is responsible for the cost of all repairs to CITY property and equipment to correct loss or damage due to collision, abuse or neglect by CONTRACTOR employees. Cost of repair shall include all parts, labor, and/or other costs associated with completing the necessary repairs.

3.5 Vehicle Inspection, Cleaning and Servicing

CONTRACTOR shall maintain CITY transit vehicles in a clean and neat condition at all times. The interior of the vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Buses shall be kept free of vermin and insects at all times. CONTRACTOR shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe and non-hazardous materials. Biohazard cleaning will be completed in compliance with the standard operating procedures as outlined in the CITY approved OPERATIONS MANUAL.

CONTRACTOR shall perform daily vehicle inspections and servicing on all CITY transit vehicles used in revenue service. For purposes of this AGREEMENT, daily servicing will include, but not be limited to: exterior fueling; engine oil and coolant check/add; farebox vault pulling and replacement; wheelchair lift check; and brake check; light (including brights) and flasher check; interior sweeping and dusting; exterior and interior visual inspection; and driver's report of vehicle safety, reliability, or performance defects.

CONTRACTOR shall develop, implement, maintain and utilize a written checklist for the daily, weekly, and on-going servicing of each vehicle. This checklist(s) requirement may incorporate or supplement CHP required driver's pre-trip safety inspections. The checklist(s) shall be subject to CITY approval, kept on file for the CITY and the California Highway Patrol, and shall include the items described above and including, but not limited to the following:

Daily Servicing. All vehicles that have been in revenue service shall have the following items performed on a nightly basis:

- Check that no passengers are still on the bus
- Floor Cleaning. Using brooms, sweep the complete interior of each vehicle starting in the back and working to the front. Sweep trash from step wells into an appropriate trashcan.
- Interior Vacuuming. Where applicable, activate and carry the vacuum hose through the door of the vehicle, and starting in the back, collect all trash, soil, dust and other debris off the seats and floor. Particular attention should be given to vacuuming the driver's compartment and cleaning the dash areas. Any large or heavy articles are to be placed in plastic garbage bags and discarded in a trash barrel. Retract the vacuum hose from the front door. After

- parking the vehicle, wipe dust off the driver's area and all other horizontal surfaces in the vehicle.
- **Trash Receptacle.** Empty the trash receptacle located near the front of each vehicle.
- **Dusting.** Using a clean damp cloth, wipe clean the dashboard, farebox and all operator controls.
- **Vandalism/Graffiti Inspection.** Inspect the vehicle interior to assure that no seat damage or graffiti exists. Seats that are found damaged should be reported to the CITY at the time observance. No vehicle shall be put into revenue service with visible graffiti.
- **Seat Securement.** Inspect individual seat inserts to assure proper securement to the seat frame. If the seat is not secure, report it to CITY at the time of observance.
- **Lights.** All lights including high beams, will be checked daily upon morning start-up.
- **Wheelchair Lift.** The wheelchair lift on each vehicle shall be cycled one complete cycle prior to departure from CITY'S corporation yard each day. If the wheelchair lift fails to complete the cycle, the failure must be reported to the CITY and the vehicle repaired and/or another one assigned.
- **Remove Graffiti.** Any graffiti on interior or exterior of any vehicle shall be removed immediately upon discovery. CONTRACTOR shall obtain approval of all graffiti removal materials prior to their use. No vehicle shall be allowed to begin its service day with graffiti visible.

Weekly Servicing:

- Exteriors of all CITY transit vehicles shall be washed as required to maintain a clean, inviting appearance and in no event less than once per week.
- CONTRACTOR shall maintain and post a bus cleaning and washing log for CITY inspection in the ROSEVILLE TRANSIT Operations Headquarters Office.
- In addition to maintaining daily and weekly cleaning, servicing and washing checklists, CONTRACTOR shall complete and submit a work order to CITY fleet maintenance staff describing vehicle defects that require fleet maintenance inspection or repair. This report will be submitted by CONTRACTOR to the CITY on a quarterly basis.

3.6 Bus Washing Program

CONTRACTOR is required to facilitate a CITY/Placer County Probation Department cooperative. CONTRACTOR is required to provide a staff person each Sunday to complete weekly bus washing. In addition to this regularly scheduled Sunday bus washing, the CONTRACTOR must fully comply with the terms of this section by providing additional bus washing as required by CITY to maintain a clean, inviting appearance including but not limited to the following:

- **Exterior washing.** Bus exteriors shall be washed no less than once a week, or as often as needed, and shall include bus body, all windows and wheels. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance. Within the first year of this AGREEMENT, a new "bus wash" facility will become operational. The bus wash uses re-circulated water and can be used on a daily basis, if needed.

- Mop Floors. Floors shall be damp-mopped, starting at the back of the vehicle and working forward, assuring that wheel-well inner extensions and the step well is mopped. Use of excessive amounts of water or other fluids shall not be allowed on the floors or other interior parts of the vehicle.
- Wash Wheels. Wheels shall be degreased and rinsed clean.
- Clean Operator's Compartment. Operator's compartments shall be thoroughly cleaned, including vacuuming of trash from around foot controls; wiping the dashboard, operator's seat and all operator's controls. If CONTRACTOR is using anti-static sprays, the dashboard shall be treated with an anti-static spray. CAUTION: Do not use anti-static spray on steering wheel or operator's seat.
- Clean Inside Windows. Using the cleaner approved for use only on windows, the interior of all windows shall be sprayed, squeegeed clean and wiped dry with a cloth. Windows include windshield, door windows, and interior mirrors.
- Clean Side Panels/Ceilings and seat frames and backs.

3.7 Road Calls

CITY fleet maintenance staff will respond to roadcalls to assist with disabled vehicles upon request by CONTRACTOR. CITY will document the roadcall on a work order and provide CONTRACTOR with a copy. If the roadcall is determined by CITY to be caused by collision, vandalism, abuse, or CONTRACTOR employee error, then the cost of the roadcall shall be deducted from payment to CONTRACTOR in accordance with the provisions of the AGREEMENT of which this Appendix is part.

CITY maintenance staff shall authorize all towing of CITY transit vehicles, except that towing may be performed by the most expedient source at the direction of law enforcement or when otherwise necessary to eliminate a potential hazard. If towing is determined by CITY to be required due to collision, vandalism, abuse, or CONTRACTOR employee error, then the cost of towing shall be deducted from payment to CONTRACTOR in accordance with the provisions of the AGREEMENT of which this Appendix is part.

3.8 Vehicle Delivery

CONTRACTOR shall provide the delivery of vehicles to CITY designated suppliers for repair and servicing as requested by CITY maintenance staff. CONTRACTOR shall deliver vehicles as quickly as practicable, but, in any case, within five (5) working days following the CITY request. Except when delivery is required to repair damage as described in Section 3.4 herein above, CONTRACTOR shall be entitled to reimbursement for vehicle delivery services at the rate specified in the AGREEMENT of which this Appendix is part.

No reimbursement shall be paid if vehicle delivery is necessary to correct loss or damage that is determined by CITY to be due to collision, vandalism, theft, or abuse unless such collision, vandalism, theft, or abuse is a result of CITY personnel.

CONTRACTOR is authorized to deliver vehicles to and return vehicles from a CITY designated transit advertising contractor for installation of advertisements on CITY vehicles. However, in such cases, the transit advertising contractor will be responsible for reimbursing CONTRACTOR directly for the costs incurred to deliver and return the vehicles pursuant to a separate agreement between CONTRACTOR and

the transit advertising contractor. In no event shall CITY be responsible for the costs incurred by CONTRACTOR in delivering and returning vehicles from the transit advertising contractor.

3.9 Vehicle Fueling

CONTRACTOR and all of its employees shall adhere to any and all accounting, administrative and operating procedures required by CITY in connection with all fueling operations.

4. CONTRACTOR DUTIES AND RESPONSIBILITIES – BUS STOP SHELTERS

CONTRACTOR shall maintain CITY bus stops that are equipped with shelters in a clean and inviting condition at all times. CONTRACTOR employees shall be instructed to spot check and remove litter from shelters as time allows, and to report cleaning, maintenance and repair needs immediately to the operations office. CONTRACTOR employees shall respond to cleaning needs as required, and shall report maintenance or major repair needs to CITY.

4.1 Bus Stop Shelter Cleaning and Schedule

CONTRACTOR shall establish and maintain a regular cleaning and inspection schedule and log for each bus stop shelter location listed Attachment I which may be revised by CITY from time to time. Shelters and surrounding areas shall be thoroughly cleaned and inspected twice monthly, or more often as needed to maintain a clean and inviting appearance.

Thorough cleaning includes, but is not limited to:

- Removal of litter and graffiti;
- High pressure “power” washing of shelters, benches, trash receptacles;
- High Pressure “power” washing of the concrete pad or sidewalk area immediately in front of and within 10 feet on all sides of the shelter;
- Removal of excess water in accordance with CITY Wastewater and Stormwater Pollution Prevention Plan and as detailed in the CONTRACTOR’S OPERATIONS MANUAL;
- Post-cleaning replacement of promotional materials, if requested; and,
- Inspection of the shelter to determine maintenance and repair needs.

4.2 Bus Shelter Cleaning Equipment and Materials

CONTRACTOR shall be responsible to provide all equipment and materials needed for cleaning as described herein, except for equipment specifically identified as provided by CITY: CITY provides a trailer mounted power washer for CONTRACTOR use in cleaning transit shelters.

4.3 Bus Shelter Cleaning Permits and Authorizations

CONTRACTOR shall obtain any required authorizations or permits to work on private property or in the public right-of-way while cleaning shelters, and for any liability or damage incurred in the course of cleaning shelters. CITY provides hydrant permits.

4.4 Bike Lockers (non-electronic) Cleaning

CONTRACTOR shall clean all non-electronic bike lockers on a quarterly basis. Thorough cleaning shall include but is not limited to:

- Removal of litter and graffiti;
- Removal of spider webs and other insects;
- High pressure “power” washing of bike locker;
- High Pressure “power” washing of the concrete pad or sidewalk area immediately in front of and within 10 feet on all sides of the bike locker;
- Removal of excess water in accordance with CITY Wastewater and Stormwater Pollution Prevention Plan and as detailed in the CONTRACTOR’S OPERATIONS MANUAL;
- Inspection of the bike locker to determine maintenance and repair needs.

B. SOUTH PLACER TRANSIT INFORMATION CALL CENTER

1. Overview - South Placer Transit Information Center (“CALL CENTER”)

The CALL CENTER, a recent award-winning operation, is a dynamic environment which responds to customers’ needs as prescribed by the Placer County Transportation Planning Agency (PCTPA), The Western Placer Consolidated Transportation Services Agency (WPCTSA), and the Transit Operators Working Group (TOWG) to help customers gain, re-gain, or maintain mobility. The CALL CENTER offers a consolidated “one stop shop” which serves as the centralized location for booking demand response trips for Auburn Transit, Lincoln Transit, Placer County Transit, Roseville Transit, and Health Express, and to provide callers with alternative transportation information. Transit agencies retain their own dispatch function to make any modifications necessary to the manifest for next day services for their drivers and customers.

As the lead agency, designated to house and oversee CALL CENTER operations, the CITY intends to employ a CONTRACTOR to operate the CALL CENTER. The CONTRACTOR will be responsible for all staffing, including hiring, training, managing and supervising representatives for call intake, trip scheduling/manifest creation for DAR transit service, which includes complementary Paratransit ADA trips, and to assist callers with alternative transportation information. Additionally, CONTRACTOR shall offer ongoing training for CALL CENTER reservationists to offer consistent, excellent customer service and to stay up-to-date as new information and technology becomes available and/or programs designed to enhance mobility are introduced.

2. CITY Duties and Responsibilities

CITY shall perform the duties described in Sections 2.1 – 2.7 below, and to the extent reasonable and feasible, CONTRACTOR and/or WPCTSA member agencies shall assist City in this regard.

2.1 Selection and Oversight of CONTRACTOR

CITY shall select and enter into a contract with CONTRACTOR for operation of the CALL CENTER and shall provide contract oversight of CONTRACTOR’s performance.

2.2 Liaison with Local Jurisdictions, Agencies, and Citizens Groups

CITY shall be responsible for coordinating project activities with local and regional governmental jurisdictions, agencies and citizens groups.

2.3 Coordination with WPCTSA and TOWG

CITY shall be responsible for developing and monitoring customer service and performance standards, reporting and budget activities for the CALL CENTER in coordination with the WPCTSA and the TOWG.

2.4 Advertising and Promotion

CITY shall prepare, schedule, distribute and pay for all advertising and promotional materials designed to inform the public about CALL CENTER operations and new programs. Advertising may include, but is not limited to, print media, internet, television and/or radio.

2.5 Operations Headquarters

CITY shall provide and maintain (including but not limited to sweeping, dusting, and emptying trash receptacles) the CALL CENTER operations headquarters facilities located at 2005 Hilltop Circle Drive, Roseville, CA. The facility includes an adequate parking area for CONTRACTOR and CITY employees, and restrooms.

2.6 Office Space

CITY shall provide office space for operation of the CALL CENTER and shall perform any needed capital or tenant improvements necessary to accommodate the CALL CENTER in the CITY supplied office space per the CITY'S discretion.

2.7 Supplies, Equipment, and Furniture

CONTRACTOR shall provide all supplies, equipment and furniture that is required for operating the CALL CENTER except for any CITY provided items. CITY provided items include, but are not limited to: chairs, office supplies, telephone system, telephone recording/logging system, PBX customer relationship management software, wall monitors and headsets. CONTRACTOR provided equipment include, but are not limited to, personal computers, firewalls, printer(s), copier(s), associated software inclusive of scheduling software, and internet service. CONTRACTOR shall remain current on all software licensing and keep all office equipment and technology in good working order.

3. CITY'S CONTRACTOR Duties and Responsibilities

CITY'S CONTRACTOR shall be contractually obligated to perform the duties and accept the responsibilities set forth below:

- Perform contracted activities in coordination and cooperation with CITY on matters related to operations, monitoring, reporting and meeting service performance measurements;
- Develop, implement and maintain daily and monthly schedules which shall identify staff members and their assigned shifts and work assignments to handle passenger calls for DAR trip reservations, calls for general regional transportation information, and referrals for application processing for Americans with Disabilities Act (ADA) eligible persons and Mobility Training;
- Meet the objectives of providing quality transportation CALL CENTER services which includes efficiently booking trip reservations overall, along with efficiently booking non-emergency DAR trips across Western Placer County and improving the efficient use of existing dial- a-ride services;
- Provide CITY with weekly, monthly and quarterly reports for review by the PCTPA, WPCTSA and/or TOWG;
- Work with CITY staff to continue, expand, and update current CALL CENTER operations (including CITY approved software) to include all participating transit agencies as directed; and,
- Work with CITY to continue and expand current operations as prescribed by the WPCTSA.

3.1 CALL CENTER Employee Selection and Supervision

CITY'S CONTRACTOR shall be responsible for the employment and supervision of all employees necessary to perform all CALL CENTER operations. CITY'S CONTRACTOR responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and employee discipline, including but not limited to termination.

CITY'S CONTRACTOR shall use appropriate screening and selection criteria in order to employ operations personnel. CONTRACTOR shall perform employment, DMV and criminal background checks, pre-employment drug screens and physicals of all employees associated with the agreement entered into between CITY and CONTRACTOR and shall undertake the steps necessary to assure that all such employees perform their duties in a safe, legal, courteous, and professional manner at all times.

CITY'S CONTRACTOR shall at all times comply, and shall require subcontractors to comply, with applicable state and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

3.2 Bi-Lingual Personnel and Training

CONTRACTOR shall make every effort to recruit bi-lingual personnel for reservationist, dispatcher, and supervisor positions. CONTRACTOR shall implement within 120 days after the start of the contract term, a keyword/key-phrase training and proficiency testing program to assist all operating personnel to learn simple phrases to assist them in communicating to Limited English Proficiency (LEP) transit system users as identified in the City of Roseville Title VI Program Language Assistance Plan, as may be updated periodically. CONTRACTOR will comply with CITY specified Title VI goals.

3.3 CALL CENTER Staffing

CITY'S CONTRACTOR shall employ executive, dedicated on-site management, administrative, supervisory, operational, and maintenance personnel to provide the necessary staff for management, operation and technical services to responsibly and efficiently operate the CALL CENTER. CITY'S CONTRACTOR shall be responsible to maintain a consistent level of excellent customer service and make appropriate related changes in staffing levels.

CONTRACTOR shall develop, implement and maintain a daily schedule of labor resources to handle passenger information telephone calls, reservations, and trip scheduling. This schedule shall identify work assignments and shift time.

3.4 CALL CENTER Staffing – On-Site Project Manager

At a minimum CONTRACTOR shall designate an on-site Project Manager who meets the following minimum requirements:

- Has a proven, successful work history in situations similar to those described in this RFP Has at least three (3) years of public transportation management experience;
- Holds the equivalent of a bachelor's degree from a four (4) year college in a related field (however each year of management experience in a related transportation industry beyond the required minimum years of experience listed above may substitute for each year of college.);
- Has managerial and supervisory experience in public or private agencies; and,
- Has had direct supervisory responsibility for all facets of a public transit operation.

3.5 CALL CENTER Staffing – Reservationists

CITY'S CONTRACTOR shall provide lead reservationist(s) and reservationists who have the capacity to process current call volumes which average about 5,000 per month and to handle increases in service hours and call volume at approximately 5% per year. CALL CENTER operating hours are from 8:00 am – 5:00

pm seven days per week, 52 weeks per year, with closures on major holidays which coincide with DAR service holidays. CALL CENTER operating hours may be adjusted at the CITY'S discretion per CONTRACTOR recommendation and/or in cooperation with the TOWG to accommodate call volume and/or new programs.

Lead reservationists, reservationists, and any other personnel who may from time-to-time be assigned to telephone information or reservation lines shall be trained in customer service, customer relations skills, telephone manners, phone operations procedures which includes data gathering, accident/incident procedures, fares, bus and demand response schedules and service, information referrals, mobility training referrals, ADA regulations regarding trip reservations (CALL CENTER will be operated to be in compliance with applicable sections of 49CFR37), reservation procedures, operating policies and all other programs as prescribed by WPCTSA member agencies.

3.6 CALL CENTER Reservationists Training Requirements

Training for reservation staff must include, but is not limited to, the following:

- Telephone etiquette and customer service skills;
- Administrative and operating policies for participating agencies pertinent to providing excellent customer service;
- Reservation procedures to respond to passenger requests to book trips with participating transit agencies using CITY approved software, deemed appropriate by the City;
- Scheduling trips in accordance with the Americans With Disabilities Act (ADA) required operating standards for complementary paratransit service, including passenger screening for ADA eligibility;
- Bus travel time on participating agencies DAR, local fixed route and commuter service buses;
- Fare structures and discount information for all participating agencies and the ability to access fare information quickly;
- Regional fixed route, commuter and demand response schedules and services and the ability to access schedule and service information quickly;
- Dispatching assistance as necessary to maximize route efficiency; Information and services referrals to other agencies when appropriate;
- Alternative transportation information in general;
- Complaint procedures/referrals to participating transit agencies when appropriate;
- Accident/incident procedures;
- Bus trip planning;
- Route and schedule information;
- Fare distribution as prescribed by the WPCTSA and/or TOWG to eligible social service agencies; and,
- Database maintenance regarding ADA eligible passengers and all information necessary for monthly, quarterly and annual performance and National Transit Database ("NTD") reporting.

3.7 Training and Retraining

CITY'S CONTRACTOR shall provide ongoing customer service and CITY approved software, training and retraining for all CALL CENTER reservationist positions and for satellite office dispatchers as deemed necessary by participating agencies. Ongoing training and retraining shall be based on a variable hourly cost which should be included in the CONTRACTOR's cost proposal.

3.8 Telephone Information and Reservation System

CITY'S CONTRACTOR shall utilize transportation CALL CENTER telephone lines solely to respond to incoming calls from the general public and/or social service agencies for the purposes of requesting demand response service, reservations service information, requests for public transportation information, and transit options in south Placer County. These phone lines shall be exclusively dedicated to the CALL CENTER reservation and information system. CITY'S CONTRACTOR shall advise City if call volume appears to exceed phone line capacity to respond to incoming calls with a minimum of calls in queue. CITY'S CONTRACTOR shall coordinate with City monthly, or more frequently if necessary, to evaluate call volume. CITY'S CONTRACTOR shall respond to reservation and/or information requests from hearing impaired callers with TDD equipment, or use the California Relay Service for communication with hearing impaired customers. CITY'S CONTRACTOR shall follow the CITY'S Language Assistance Plan contained in the City of Roseville Title VI Program (Attachment K) to help Limited English Proficiency (LEP) customers served by this plan make reservations and/or obtain transit information.

3.9 SCHEDULING SYSTEM

CITY'S CONTRACTOR shall provide and use, in the day to day operations, the SCHEDULING SYSTEM approved by the CITY. This SCHEDULING SYSTEM will be provided in an Application Server Provider ("ASP") method and shall enable the necessary number of concurrent users for processing at least 5000 trips per month, and increasing capacity as demand warrants, at the CALL CENTER. This software will interface with the ROSEVILLE TRANSIT dispatch office and satellite dispatch offices at participating agencies as deemed necessary by those agencies. CITY'S CONTRACTOR shall provide redundant access to their servers, provide, install, and maintain all network and server infrastructure, firewall technology, backup systems and application software and provide support services on all such hardware and software to CITY. CITY'S CONTRACTOR shall purchase and update any GIS mapping components by the SCHEDULING SYSTEM annually.

During the period of time of operation under SCHEDULING SYSTEM approved by the CITY, as provided herein, CITY'S CONTRACTOR will provide access to the appropriate network and server infrastructure, training, support and backup files to utilize the SCHEDULING SYSTEM at any time. Should CITY elect to purchase or migrate the SCHEDULING SYSTEM in-house, CITY will be responsible for supplying the server infrastructure for the in-house utilization of the SCHEDULING SYSTEM. All data and information in the servers and on CITY and CONTRACTOR computers related to all participating transit agencies shall be the property of CITY and shall be transferred to CITY upon request at no extra cost within a reasonable time period.

Upon contract award and execution, MV will begin the project of implementing tablets and migrating from the current Trapeze version 13 to the updated version 16. MV anticipates this process to take 90 days for full execution and implementation. Should issues or readiness concerns arise, MV will prioritize the success of the service and work with the City to adjust timeline to reduce any identified risks to operation.

During the contract term MV will communicate any available, tested and approved Trapeze software version updates that will be implemented during the contract term. MV will work the City at that time to discuss the project and implementation timeline.

3.10 CALL CENTER Service Standards – General

CITY'S CONTRACTOR shall respond to telephone, TDD, email and/or faxed requests for DAR service and general transit information on a "real-time" demand-response basis in accordance with the Section 3.11 below.

CONTRACTOR shall also accept telephone, TDD, email, online, and/or faxed requests for advanced reservations participating agencies' DAR service as determined by each operator. Advance reservation trips will be scheduled on a first come first serve basis as capacity allows. However, to comply with required ADA paratransit criteria, priority shall be given to individuals who have proof of ADA paratransit service eligibility.

CONTRACTOR shall forward calls for same day trips and cancellations to the appropriate transit operator.

CONTRACTOR shall also accept "subscription service" reservations (provision of repetitive trips over an extended time period without requiring that individuals call to request reservations for each trip) as determined by each transit operator.

CITY'S CONTRACTOR shall strive at all times to provide service in a manner that will maximize productivity and at the same time emphasize quality customer service. Recognizing that the goals of productivity and service quality may conflict at times, performance standards as prescribed in the following section must be established in a manner to be reasonably attainable by CITY'S CONTRACTOR, fair to the customer and consistent with all participating transit agency's expectations. Other performance standards may be added as mutually agreed upon by the TOWG, and a customer survey mechanism may be used on occasion to measure customer satisfaction levels.

3.11 Telephone Information and Reservation Key Performance Indicators

CITY'S CONTRACTOR shall respond to telephone requests for DAR service on a "real-time" demand-response basis.

CITY'S CONTRACTOR will strive to meet the key performance indicators (KPI) established by the CITY and the TOWG as follows:

- Less than one and a half (1.5) telephone call abandoned by the caller per (twenty) 20 completed calls. (A call is usually considered abandoned if the call is terminated while it is in the "Next Call Waiting Queue" or while it is "On Hold".
- Ninety (90) percent of all phone calls shall be answered within ninety (90) seconds.
- Ninety-five (95) percent of all phone calls shall be answered within three (3) minutes.
- One hundred (100) percent of all phone calls shall be answered within six (6) minutes.

CITY'S CONTRACTOR shall accept telephone requests for advance reservations as determined by each operator. Advance reservation trips will be scheduled on a first come first serve basis as capacity allows. However, reservation priority shall, if necessary to comply with required ADA paratransit criteria, be given to individuals who have proof of ADA paratransit service eligibility. CITY'S CONTRACTOR shall forward calls for same day trips and cancellations to the appropriate transit operator. An updated ADA pending list shall be provided to CONTRACTOR biweekly, monthly, or as needed to ensure compliance with ADA requirements.

CITY'S CONTRACTOR shall also accept "subscription service" reservations (provision of repetitive trips over an extended period time without requiring that individuals call to request reservations for each trip) as determined by each operator.

CITY'S CONTRACTOR, CITY, and the TOWG members shall meet periodically to evaluate performance of the system based upon these KPI's. If the KPI's are not fulfilling the intended purpose of providing

excellent customer service while maximizing efficiency of the CALL CENTER and demand response service, they shall be adjusted based upon recommendations made by CITY'S CONTRACTOR with concurrence and final decision by CITY and the TOWG. CITY shall take all reasonable actions requested by the TOWG to work with CONTRACTOR to correct deficiencies in meeting the KPI's.

3.12 Dial-A-Ride and Paratransit Service Key Performance Indicators

The CITY'S CONTRACTOR will strive to achieve a minimum of 2.6, or more, passengers per Vehicle Revenue Service Hour served by Roseville Transit DAR and participating transit agencies.

Demand Response Wait Time (the elapsed time between a "real time" demand response service request and passenger pick-up):

- 95% of passengers (ADA and non-ADA) will be picked up within their 30 minute window; and,
- 100% of passengers will be picked up within 45 minutes.

In Vehicle Time (the elapsed time between passenger pickup and drop off).

- The CITY'S CONTRACTOR will strive to schedule passenger trips such that a minimum of ninety percent (90%) of ADA "In Vehicle" trip time selected for comparison will be comparable to a Local Fixed Route travel time. Local Fixed Route travel time to include time necessary to travel to the bus stop, wait for the bus, actual riding time, transfers, and travel from the final stop to the person's ultimate destination.

Missed Trips

- No more than 1% of all ADA eligible reserved rides shall be missed.
- No more than 5% of all reservation ride requests for non-ADA eligible passengers will be denied.

Trip Denials

- No more than 10% of all reservation ride requests for non-ADA eligible passenger will be denied.

Reservation Reliability

- 95% of reservation trips will be served within plus or minus 15 minutes from the recorded reservation time.

Service Refusals (ADA)

- For reservation request made by individuals who possess valid ADA paratransit eligibility certification, there will be no service refusals, however, reservations must be made within the parameters established by each transit agency.

CITY'S CONTRACTOR, CITY, and TOWG member shall periodically meet to evaluate performance of the system based upon these standards. If the standards are not fulfilling their purpose, they shall be adjusted based upon recommendations made by CITY'S CONTRACTOR with concurrence and final decision by CITY and the TOWG. CONTRACTOR, at the CITY'S direction, shall take all reasonable actions requested by the TOWG to correct deficiencies in performance.

3.13 Performance Requirement

CITY'S CONTRACTOR will be required, at all times during the term of the agreement with the CITY, to perform all services diligently, carefully, and in a professional manner and to furnish all labor, supervision, machinery, equipment, material, and supplies necessary to do so (other than equipment supplied by the CITY) as required in this agreement.

3.14 Implementation Plan

CITY'S CONTRACTOR would be expected to provide a detailed Implementation Plan following award of a contract. This plan shall at the very least, address the sequence of activities and procedures that will be followed to ensure the smooth start-up of the service including, if necessary, transition from another operator. The plan should also document recruitment and training schedules, start-up plan, and acquisition of necessary equipment, permits, licenses and any other activities necessary to continue a successful CALL CENTER operation. The Implementation Plan must provide for continuous CALL CENTER operations with no disruption to existing CITY and other member agency services.

The Implementation Plan will be inclusive of installation, implementation and/or installation of the following software and equipment associated with CALL CENTER operations.

- **Transit Miner Business Intelligence Tool:** Transit Miner Business Intelligence Tool is a cloud based system that interfaces with the scheduling software to provide extensive real time and historical reporting. The Transit Miner Business Intelligence Tool will be operational within one week of contract award, and training on use of the reporting features provided to CITY staff upon request.
- **Mobileye** (equipment supplied to City Fleet Maintenance to perform installation): Mobileye is a proven collision avoidance tool that warns operators of an impending collision. Install and calibration of this system takes approximately one day per vehicle, total time approximately 6 to 8 weeks.
- **Mobile Data Terminals/MDTs** (equipment supplied to City Fleet Maintenance to perform installation): Mobile data terminals facilitate real time vehicle location updates and canned communications between dispatch and drivers. Install and calibration of this system takes approximately 90 days from date the units are ordered.
- **Passenger Portal:** Passenger Portal is a customer-facing web/mobile interface from which passengers can book, manage, and monitor their trips. Installation, configuration, testing and deployment of this service will require approximately 60 to 90 days public adoption will be ongoing and subject to city marketing.
- **Ripple:** Ripple is a passenger communication system that sends automated voice and text alerts to passengers. Passengers can sign up for trip confirmation calls, and for imminent arrival notifications. They are able to cancel and confirm trips using this system. Installation configuration, testing and deployment of this system takes approximately 4 to 8 weeks.

3.15 Standard Operating Procedures Manual

CONTRACTOR shall create a Standard Operating Procedures (SOP) Manual to provide documentation of procedures used at this site for the operations and management of the Call Center. A draft document shall be provided to the CITY for review within three (3) months of the contract award date. A final version of the SOP Manual that is acceptable to the CITY shall be provided by the CONTRACTOR within a year of the contract award date.

Form 2

PROPOSAL FORM: TRANSIT OPERATIONS, page 1 of 6

This PROPOSAL FORM is to be used to submit the OFFEROR's firm fixed price proposal for all work described in the draft AGREEMENT and attach exhibits.

The OFFEROR'S price proposal must consist of fixed hourly monthly, hourly, and per shelter cleaned rates, all in accordance with Section 9.1 - Price Formula, of the DRAFT AGREEMENT. Such rates shall be proposed for each of the five fiscal years contemplated in this RFP, and shall be based on the levels of service, in terms of vehicle service hours and shelters cleaned as stated below.

MANAGEMENT AND OPERATIONS OF SERVICES FOR THE ROSEVILLE TRANSIT SYSTEM

A. Price Proposal

	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22 (option yr)	FY 22/23 (option yr)	FY 23/24 (option yr)	FY 24/25 (option yr)
Service Level								
Estimated vehicle revenue hours	57,000	58,710	60,472	62,286	64,154	66,079	68,061	70,103
Bus Stops with shelters	82	85	88	91	94	97	100	103
Price Formula								
Fixed Hourly Rate	\$ <u>39.76</u>	\$ <u>40.57</u>	\$ <u>42.04</u>	\$ <u>43.81</u>	\$ <u>45.39</u>	\$ <u>47.50</u>	\$ <u>49.12</u>	\$ <u>50.61</u>
Fixed Monthly Rate	\$ <u>95,740.96</u>	\$ <u>95,996.87</u>	\$ <u>98,929.34</u>	\$ <u>101,466.92</u>	\$ <u>105,579.38</u>	\$ <u>108,612.11</u>	\$ <u>111,703.42</u>	\$ <u>114,417.14</u>

Fixed Rate per Shelter Cleaned	\$ 283.91	\$ 280.21	\$ 280.67	\$ 280.32	\$ 276.02	\$ 276.66	\$ 277.28	\$ 275.73
Calculation of Maximum Annual Cost								
Fixed Hourly Rate x Annual Vehicle Revenue Hours	\$ 2,266,079.04	\$ 2,381,857.04	\$ 2,542,391.81	\$ 2,729,036.35	\$ 2,911,961.22	\$ 3,138,779.63	\$ 3,343,439.36	\$ 3,547,596.42
Fixed Monthly Rate x Months	\$ 1,148,891.50	\$ 1,151,962.43	\$ 1,187,152.12	\$ 1,217,603.07	\$ 1,266,952.56	\$ 1,303,345.30	\$ 1,340,441.05	\$ 1,373,005.66
Fixed Rate per Shelter Cleaned x Est. # of Bus Stops w/ Shelters	\$ 23,280.24	\$ 23,817.84	\$ 24,698.80	\$ 25,509.42	\$ 25,945.54	\$ 26,835.92	\$ 27,728.15	\$ 28,400.60
Total Cost of Electronic Technician	\$ 35,901.38	\$ 36,409.24	\$ 37,329.27	\$ 38,273.48	\$ 39,243.21	\$ 40,237.41	\$ 41,259.76	\$ 42,308.11
TOTAL MAXIMUM ANNUAL COST	\$ 3,474,152.16	\$ 3,594,046.54	\$ 3,791,571.99	\$ 4,010,422.32	\$ 4,244,102.52	\$ 4,509,198.27	\$ 4,752,868.32	\$ 4,991,310.79

Based on 57,000 Vehicle Revenue Hours in FY 17/18, 58,710 Vehicle Revenue Hours in FY 18/19, 60,472 Vehicle Revenue Hours in FY 19/20, 62,286 Vehicle Revenue Hours in FY 20/21, 64,154 Vehicle Revenue Hours in optional FY 21/22, 66,079 Vehicle Revenue Hours in optional FY 22/23, 68,061 Vehicle Revenue Hours in optional 23/24, 70,103 Vehicle Revenue Hours in optional 24/25 at OFFEROR'S Proposed Fixed Hourly Rate and Fixed Monthly Rate, said rates consistent with draft Agreement and the detailed budget breakdown on the following pages; and, based on approximately 82 bus stops with shelters in FY 17/18, 85 bus stops with shelters in FY 18/19, 88 bus stops with shelters in FY 19/20, 91 bus stops with shelters in FY 20/21, 94 bus stops with shelters in optional FY 21/22, 97 bus stops with shelters in optional FY 22/23, 100 bus stops with shelters in optional FY 23/24, 103 bus stops with shelters in optional FY 24/25 at OFFEROR'S proposed Fixed Rate Per Shelter Cleaned.

B. Budget Breakdown

1. Fixed Hourly Rate	Average Cost Per Hour FY 17/18	Average Cost Per Hour FY 18/19	Average Cost Per Hour FY 19/20	Average Cost Per Hour FY 20/21	Average Cost Per Hour FY 21/22 (option yr)	Average Cost Per Hour FY 22/23 (option yr)	Average Cost Per Hour FY 23/24 (option yr)	Average Cost Per Hour FY 24/25 (option yr)
<u>Fixed Hourly Rate Cost Elements:</u>								
Driver Wages	\$ 25.11	\$ 25.83	\$ 26.70	\$ 27.79	\$ 28.72	\$ 30.00	\$ 30.95	\$ 31.79
Driver Fringe Benefits	\$ 10.93	\$ 11.35	\$ 11.83	\$ 12.38	\$ 12.89	\$ 13.55	\$ 14.10	\$ 14.63
Other Variable Costs:								
Uniforms	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.11	\$ 0.11	\$ 0.11	\$ 0.11	\$ 0.12
Hiring / Training / Safety	\$ 0.24	\$ 0.25	\$ 0.25	\$ 0.26	\$ 0.26	\$ 0.27	\$ 0.28	\$ 0.28
Profit & Corporate Support	\$ 3.38	\$ 3.04	\$ 3.15	\$ 3.29	\$ 3.40	\$ 3.56	\$ 3.68	\$ 3.80
TOTAL*	\$ 39.76	\$ 40.57	\$ 42.04	\$ 43.81	\$ 45.39	\$ 47.50	\$ 49.12	\$ 50.61

*Total should be equal to the proposed Fixed Hourly Rate.

2. Fixed Monthly Rate	Average Cost Per Month FY 17/18	Average Cost Per Month FY 18/19	Average Cost Per Month FY 19/20	Average Cost Per Month FY 20/21	Average Cost Per Month FY 21/22 (option yr)	Average Cost Per Month FY 22/23 (option yr)	Average Cost Per Month FY 23/24 (option yr)	Average Cost Per Month FY 24/25 (option yr)
<u>Fixed Monthly Rate Cost Elements:</u>								
Project Manager Salary	\$ 9,640.35	\$ 9,881.40	\$ 10,128.45	\$ 10,381.65	\$ 10,641.15	\$ 10,907.18	\$ 11,179.88	\$ 11,459.40
Project Manager Fringes	\$ 1,122.40	\$ 1,152.43	\$ 1,183.31	\$ 1,215.08	\$ 1,247.75	\$ 1,292.98	\$ 1,340.39	\$ 1,390.12
Dispatch/Info Staff Wages	\$ 12,891.33	\$ 13,753.67	\$ 14,408.25	\$ 14,978.00	\$ 15,808.92	\$ 16,204.08	\$ 16,609.25	\$ 17,024.58
Dispatch/Info Staff Fringes	\$ 3,101.76	\$ 3,293.95	\$ 3,478.74	\$ 3,666.12	\$ 3,883.19	\$ 4,077.30	\$ 4,283.26	\$ 4,501.85
Electrical/Mechanical Technician Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electrical/Mechanical Technician Fringes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trainer/Supervsior Wages	\$ 10,345.25	\$ 10,603.92	\$ 10,869.08	\$ 11,140.83	\$ 11,419.33	\$ 11,704.83	\$ 11,997.33	\$ 12,297.25
Trainer/Supervsior Fringes	\$ 1,078.77	\$ 1,108.84	\$ 1,140.13	\$ 1,172.69	\$ 1,206.59	\$ 1,241.90	\$ 1,278.69	\$ 1,317.05
Clerical Staff Wages	\$ 1,247.67	\$ 1,278.83	\$ 1,310.75	\$ 1,343.50	\$ 1,392.17	\$ 1,445.50	\$ 1,485.00	\$ 1,525.00

Clerical Staff Fringes	\$ 138.55	\$ 142.48	\$ 146.57	\$ 150.84	\$ 156.45	\$ 162.55	\$ 167.74	\$ 173.11
Other Wages	\$ 17,429.78	\$ 17,865.56	\$ 18,312.25	\$ 18,769.99	\$ 19,239.31	\$ 19,761.29	\$ 20,266.40	\$ 20,782.68
Other Fringes	\$ 2,971.69	\$ 3,066.22	\$ 3,164.52	\$ 3,266.77	\$ 3,373.16	\$ 3,523.17	\$ 3,679.32	\$ 3,844.27
Hiring/Training Expenses	\$ 474.86	\$ 497.92	\$ 521.94	\$ 546.95	\$ 572.99	\$ 610.02	\$ 638.54	\$ 668.23
Safety Expenses	\$ 3,950.76	\$ 2,999.71	\$ 3,071.92	\$ 3,146.62	\$ 3,283.21	\$ 3,375.66	\$ 3,458.79	\$ 3,544.80
Telephone/Radio	\$ 1,661.66	\$ 1,798.63	\$ 1,852.00	\$ 1,906.98	\$ 1,963.60	\$ 2,002.42	\$ 2,062.49	\$ 2,124.37
Office Technology	\$ 1,233.14	\$ 1,221.37	\$ 1,186.69	\$ 789.56	\$ 1,264.80	\$ 1,289.20	\$ 1,314.33	\$ 888.65
Office Supplies	\$ 1,779.15	\$ 1,060.02	\$ 1,091.82	\$ 1,124.58	\$ 1,158.31	\$ 1,193.06	\$ 1,228.85	\$ 1,265.72
Insurnace - Liability Coverages	\$ 434.62	\$ 448.25	\$ 466.74	\$ 486.65	\$ 507.68	\$ 530.40	\$ 552.43	\$ 574.38
Insurnace - Collision Coverages	\$ 14,548.62	\$ 15,072.83	\$ 15,615.91	\$ 16,178.69	\$ 16,761.85	\$ 17,355.95	\$ 17,983.17	\$ 18,633.56
Insurnace Worker's Compensation	\$ 2,044.41	\$ 2,114.42	\$ 2,178.16	\$ 2,239.95	\$ 2,312.45	\$ 2,373.37	\$ 2,433.49	\$ 2,495.01
Performance Bond	\$ 299.15	\$ 299.15	\$ 299.15	\$ 299.15	\$ 299.15	\$ 299.15	\$ 299.15	\$ 299.15
Non-Revenue Vehicle Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Expense - Interest	\$ 1,209.05	\$ 1,137.51	\$ 1,083.27	\$ 1,052.34	\$ 1,168.85	\$ 1,116.19	\$ 1,067.14	\$ 1,026.66

Accounting	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -
Management Fee/Profit	\$ <u>8,137.99</u>	\$ <u>7,199.77</u>	\$ <u>7,419.70</u>	\$ <u>7,610.01</u>	\$ <u>7,918.46</u>	\$ <u>8,145.92</u>	\$ <u>8,377.76</u>	\$ <u>8,581.29</u>
Other (Describe): Service Consultant	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -
Other (Describe):	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -
	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -
	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -
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	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -
	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -
TOTAL**	\$ <u>95,740.96</u>	\$ <u>95,996.87</u>	\$ <u>98,929.34</u>	\$ <u>101,466.92</u>	\$ <u>105,579.38</u>	\$ <u>108,612.11</u>	\$ <u>111,703.42</u>	\$ <u>114,417.14</u>

**Total should equal the proposed Fixed Monthly Rate

B. Budget Breakdown

1. Fixed Hourly Rate - Electronic Technician	Average Cost Per Hour FY 17/18	Average Cost Per Hour FY 18/19	Average Cost Per Hour FY 19/20	Average Cost Per Hour FY 20/21	Average Cost Per Hour FY 21/22 (option yr)	Average Cost Per Hour FY 22/23 (option yr)	Average Cost Per Hour FY 23/24 (option yr)	Average Cost Per Hour FY 24/25 (option yr)
Fixed Hourly Rate Cost Elements:								
Electronic Tech - Wages	\$ 32,620.76	\$ 33,074.59	\$ 33,901.62	\$ 34,749.19	\$ 35,618.38	\$ 36,508.11	\$ 37,421.62	\$ 38,356.76
Electronic Tech - Fringes	\$ 3,280.62	\$ 3,334.64	\$ 3,427.64	\$ 3,524.30	\$ 3,624.83	\$ 3,729.30	\$ 3,838.14	\$ 3,951.35
TOTAL*	\$ 27.62	\$ 28.01	\$ 28.71	\$ 29.44	\$ 30.19	\$ 30.95	\$ 31.74	\$ 32.54

*Hourly rate assumes 1,300 annual hours.

Form 3

PROPOSAL FORM: CALL CENTER, page 1 of 3

MANAGEMENT AND OPERATIONS OF THE SOUTH PLACER TRANSIT INFORMATION CALL CENTER

A. Fixed Monthly Rates

Fixed Monthly Rate Cost Elements	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22 (option yr)	FY 22/23 (option yr)	FY 23/24 (option yr)	FY 24/25 (option yr)
Project Manager Salary	\$ 1,071.15	\$ 1,097.93	\$ 1,125.38	\$ 1,153.52	\$ 1,182.35	\$ 1,211.91	\$ 1,242.21	\$ 1,273.27
Project Manager Fringes	\$ 124.71	\$ 128.05	\$ 131.48	\$ 135.01	\$ 138.64	\$ 143.66	\$ 148.93	\$ 154.46
Other Mangement Salary (Ops Mgr)	\$ 646.88	\$ 663.06	\$ 679.63	\$ 696.63	\$ 714.04	\$ 731.89	\$ 750.19	\$ 768.94
Other Mangement Fringes (Ops Mgr)	\$ 92.26	\$ 94.78	\$ 97.38	\$ 100.06	\$ 102.81	\$ 106.94	\$ 111.29	\$ 115.88
Other Mangement Salary (Acct. Mgr)	\$ 373.10	\$ 382.43	\$ 391.99	\$ 401.79	\$ 411.83	\$ 422.13	\$ 432.68	\$ 443.50
Other Mangement Fringes (Acct. Mgr)	\$ 71.31	\$ 73.31	\$ 75.37	\$ 77.50	\$ 79.69	\$ 83.25	\$ 87.00	\$ 90.98
Other Expenses - Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Expenses - IT Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone & Radio	\$ 323.52	\$ 326.45	\$ 329.48	\$ 332.59	\$ 335.78	\$ 113.42	\$ 116.83	\$ 120.33
Office Technology	\$ 106.57	\$ 105.55	\$ 102.55	\$ 68.23	\$ 109.30	\$ 111.41	\$ 113.58	\$ 76.80
Office Supplies	\$ 88.94	\$ 91.61	\$ 94.35	\$ 97.18	\$ 100.10	\$ 103.10	\$ 106.20	\$ 109.38

Safety Expenses	\$ 169.16	\$ 175.19	\$ 181.43	\$ 187.89	\$ 194.57	\$ 202.56	\$ 209.74	\$ 217.17
Insurnace - Liability Coverage	\$ 37.56	\$ 38.74	\$ 40.34	\$ 42.06	\$ 43.87	\$ 45.84	\$ 47.74	\$ 49.64
Insurnace - Worker's Compensation	\$ 73.19	\$ 75.02	\$ 76.90	\$ 78.82	\$ 80.79	\$ 82.81	\$ 84.88	\$ 87.00
Performance Bond	\$ 25.85	\$ 25.85	\$ 25.85	\$ 25.85	\$ 25.85	\$ 25.85	\$ 25.85	\$ 25.85
Non-Revenue Vehicle Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SCHEDULING SYSTEM (including annual software upgrades)	\$ 2,697.00	\$ 2,777.91	\$ 2,861.25	\$ 2,947.08	\$ 3,035.50	\$ 3,126.56	\$ 3,220.36	\$ 3,316.97
Other Expenses (EQUIP. - MDT's)	\$ 129.78	\$ 125.79	\$ 121.81	\$ 117.83	\$ 133.67	\$ 133.46	\$ 133.11	\$ 132.61
Other Expenses (SOFTWARE - MDT's)	\$ 1,408.26	\$ 1,450.51	\$ 1,494.02	\$ 1,538.84	\$ 1,585.01	\$ 1,632.56	\$ 1,681.53	\$ 1,731.98
Other Expenses (SOFTWARE - Pass Portal/Ripple)	\$ 1,067.20	\$ 1,099.22	\$ 1,132.19	\$ 1,166.16	\$ 1,201.14	\$ 1,237.18	\$ 1,274.29	\$ 1,312.52
Other Expenses (MAINT./INSTALL - MDT's)	\$ 33.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Expenses - Interest	\$ 104.49	\$ 98.30	\$ 93.62	\$ 90.94	\$ 101.01	\$ 96.46	\$ 92.22	\$ 88.72
Management Fee/Profit	\$ 557.91	\$ 498.99	\$ 511.38	\$ 521.77	\$ 539.69	\$ 535.77	\$ 550.52	\$ 562.61
TOTAL	\$ 9,201.96	\$ 9,328.68	\$ 9,566.40	\$ 9,779.74	\$ 10,115.66	\$ 10,146.75	\$ 10,429.16	\$ 10,678.62

B. Budget Breakdown for Hourly Cost Rate Elements

Hourly Rate Cost Elements	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22 (option yr)	FY 22/23 (option yr)	FY 23/24 (option yr)	FY 24/25 (option yr)
Lead Reservationist Wages*	\$ 24.05	\$ 24.38	\$ 24.99	\$ 25.61	\$ 26.26	\$ 26.91	\$ 27.58	\$ 28.27
Lead Reservationist Fringes*	\$ 3.29	\$ 3.34	\$ 3.43	\$ 3.52	\$ 3.62	\$ 3.72	\$ 3.83	\$ 3.93
Reservationist Wages**	\$ 22.38	\$ 22.69	\$ 23.25	\$ 23.84	\$ 24.43	\$ 25.04	\$ 25.67	\$ 26.31
Reservationist Fringes**	\$ 3.12	\$ 3.17	\$ 3.26	\$ 3.35	\$ 3.44	\$ 3.54	\$ 3.64	\$ 3.75
TOTAL	\$ 235,337.44	\$ 238,673.41	\$ 244,709.39	\$ 250,906.86	\$ 257,268.19	\$ 263,800.41	\$ 270,507.13	\$ 277,394.51

* Based on 2080 payroll hours for Lead Reservationist

* Based on 7000 payroll hours for Reservationists

EXHIBIT C

FEDERAL CLAUSES

1. Fly America Requirements

49 USC 40118, 41 CFR 301-10

This section does not apply to this contract.

2. Buy America Requirements

49 U.S.C. 5323(j), CFR Part 661

This section does not apply to this contract.

3. Charter Bus Requirements

49 U.S.C. 5323(d), CFR Part 604

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

4. Cargo Preference Requirements

49 U.S.C. §40118, 41 CFR Part 301-10

Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

5. Seismic Safety

42 U.S.C. 7701 et seq. 49, CFR Part 41

This section does not apply to this contract.

6. Energy Conservation

42 U.S.C. 6321 et seq. , CRF Part 81

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. CleanWater

33 U.S.C. 1251

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8. Bus Testing

49 U.S.C. 5318(e), 49 CFR Part 665

This section does not apply to this contract.

9. Pre-Award & Post-Delivery Audit Requirements

49 U.S.C. 5323 , 49 CFR Part 663

This section does not apply to this contract.

10. Lobbying

31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

11. Access to Records and Reports

49 U.S.C. 5325 , 18 CFR 18.36 (i) , 49 CFR 633.17

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Contract	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I. State Grantees	a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
	b. Contracts above \$100,000/ Capital Projects	None unless non-competitive award	Those imposed on state pass thru to Contractor	Yes, if non-competitive award or if funded thru 25307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
II. Non State Grantees	a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
	b. Contracts above \$100,000/ Capital Projects	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes

Sources of Authority

1. 49 USC 5325 (a)
2. 49 CFR 633.17
3. 18 CFR 18.36 (i)

12. Federal Changes

49 CFR Part 18

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

13. Bonding Requirements

This section does not apply to this contract.

14. Clean Air

42 U.S.C. 7401 et seq , 40 CFR 15.61, 49 CFR Part 18

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. Recycled Products

42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

16. Davis-Bacon and Copeland Anti-Kickback Acts

40 USC 3141, et seq. and 18 USC 874

This section does not apply to this contract.

17. Contract Work Hours & Safety Standards Act

This section does not apply to this contract.

18. (Reserved)

This section does not apply to this contract.

19. No Government Obligation to Third Parties

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. Program Fraud and False or Fraudulent Statements or Related Acts

31 U.S.C. 3801 et seq., 49 CFR Part 31 18 U.S.C. 1001, 49 U.S.C. 5307

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. Termination

49 U.S.C. Part 18, FTA Circular 4220.1E

- a. **Termination for Convenience (General Provision)** The City of Roseville may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Roseville to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Roseville, the Contractor will account for the same, and dispose of it in the manner the City of Roseville directs.
- b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Roseville may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Roseville that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Roseville, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure (General Provision)** The City of Roseville in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City of Roseville's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the City of Roseville setting forth the nature of said breach or default, the City of Roseville shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Roseville from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. **Waiver of Remedies for any Breach** In the event that the City of Roseville elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City of Roseville shall not limit the City of Roseville's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. **Termination for Convenience (Professional or Transit Service Contracts)** The City of Roseville, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Roseville may terminate this contract for default. The City of Roseville shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Roseville.

- g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Roseville may terminate this contract for default. The City of Roseville shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the City of Roseville, protect and preserve the goods until surrendered to the City of Roseville or its agent. The Contractor and the City of Roseville shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Roseville.

- h. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the City of Roseville may terminate this contract for default. The City of Roseville shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the City of Roseville may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City of Roseville resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Roseville in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the City of Roseville, acts of another Contractor in the performance of a contract with the City of Roseville, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within 10 days from the beginning of any delay, notifies the City of Roseville in writing of the causes of delay. If in the judgment of the City of Roseville, the delay is excusable, the time for completing the work shall be extended. The judgment of the City of Roseville shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the City of Roseville.

- i. **Termination for Convenience or Default (Architect and Engineering)** The City of Roseville may terminate this contract in whole or in part, for the City of Roseville's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City of Roseville shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the City of Roseville, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the City of Roseville may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the City of Roseville.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Roseville.

- j. **Termination for Convenience or Default (Cost-Type Contracts)** The City of Roseville may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the City of Roseville or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the City of Roseville, or property supplied to the Contractor by the City of Roseville. If the termination is for default, the City of Roseville may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Roseville and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the City of Roseville, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the City of Roseville determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the City of Roseville, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

22. Government-wide Debarment and Suspension (Nonprocurement)

49 CFR Part 29, Executive Order 12549

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Roseville. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Roseville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. Contracts Involving Federal Privacy Act Requirements

5 U.S.C. 552

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. Civil Rights Requirements

29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
 - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. Breaches and Dispute Resolution

49 CFR Part 18, FTA Circular 4220.1E

Disputes – The parties will attempt to resolve any dispute arising hereunder by agreement of the parties, or by non-binding mediation. For any dispute that is not resolved by agreement or mediation, such dispute shall be decided by arbitration (if the parties agree to arbitrate) or by a court of competent jurisdiction.

Performance During Dispute - Unless otherwise directed by the City of Roseville, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Roseville and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Roseville is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Roseville, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

26. Patent and Rights Data

37 CFR Part 401, 49 CFR Parts 18 and 19

This section does not apply to this contract.

27. Transit Employee Protective Provisions

49 U.S.C. § 5310, § 5311, and § 5333, 29 CFR Part 215

Transit Employee Protective Provisions.

1. The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- a. *General Transit Employee Protective Requirements* - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- b. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.*

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

- c. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.*

§ 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of

Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

2. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

28. Disadvantaged Business Enterprise (DBE) – 49 CFR Part 26

- a. This contract is subject to the requirements of Section 1101(b) of Map-21, 23U.S.C. § 101 note, Title 49, Code of Federal Regulations, Part 26, and 49 U.S.C. § 5332 *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

29. (Reserved)

This section does not apply to this contract.

30. Incorporation of Federal Transit Administration (FTA) Terms

FTA Circular 4220.1E

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein

notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Roseville requests which would cause City of Roseville to be in violation of the FTA terms and conditions.

31. Drug & Alcohol Abuse and Testing

49 U.S.C. §5331, 49 CFR Parts 653 and 654

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by MAP-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.



COUNCIL COMMUNICATION

CC #: 8733

File #: 0721

Title: Mobility Management - Professional Services Agreement Amendment

Contact: Elizabeth Haydu 916-746-1302 ehaydu@roseville.ca.us

Meeting Date: 9/20/2017

Item #: 6.22.

RECOMMENDATION TO COUNCIL

Staff recommends that the Council adopt the attached resolution authorizing the City Manager or his designee to execute an amendment to the professional services agreement between the City and Paratransit, Inc. to provide the South Placer Regional Mobility Training Program (Mobility Training Program) with transit travel training services for one additional year.

BACKGROUND

On September 21, 2016, the City hired Paratransit, Inc. to provide professional mobility training to support our Mobility Training Program. This program provides free local fixed-route training to teach seniors and individuals with special needs how to safely and independently ride local fixed-route buses within Roseville and across jurisdictional boundaries within the region. The contract with Paratransit was approved for one year, with the option to extend the agreement for up to four (4) additional years (one year at a time). With Council approval, this amendment will represent the first of those four additional years.

Paratransit Inc. has been meeting the goals of the Mobility Training Program by conducting referral assessments, implementing custom-designed mobility training plans for each qualified individual, providing reports and by following up with trainees. Between September 21, 2016 and June 30, 2017 eleven (11) individuals successfully completed training at a total cost of \$13,220.47. Those trained were elderly, or physically, psychologically or intellectually disabled. The Mobility Training Program is promoted through various channels including, but not limited to, outreach to organizations serving seniors and people with special needs, paid advertising, the City website, social media, on buses, and through referrals.

FISCAL IMPACT

The proposed amendment would extend the contractor performance period for one year to September 20, 2018, and would increase the not-to-exceed contract amount from \$38,500.00 to \$77,000.00 to cover funding for both years. The contract with Paratransit is funded entirely by a Federal Transit Administration (FTA) Section 5310 grant. No General Fund monies are used for

this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines there is one job created for every \$92,000.00 in direct government spending. Using this guideline, the additional year of contract services would generate up to 0.42 new jobs. Additionally, seniors and people with disabilities who learn to use transit services independently through the Mobility Training Program could potentially re-enter the workforce as well as travel to retail locations, restaurants, medical appointments and more.

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 professional services agreement with Paratransit Inc. to provide mobility training for seniors and people with disabilities does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Elizabeth Haydu, Financial Analyst

Rhon Hemon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-409

First Amendment to Professional Services Agreement

RESOLUTION NO. 17-409

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND PARATRANSIT, INC., AND AUTHORIZING
THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a first amendment to professional services agreement regarding the South Placer Regional Mobility Training Program, by and between the City of Roseville and Paratransit, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: South Placer Regional Mobility Training Program

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Paratransit, Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated September 21, 2016 ("Agreement") regarding the South Placer Regional Mobility Training Program ("Project"); and

WHEREAS, CITY desires to amend the Agreement to extend the term by one year; and

WHEREAS, CONSULTANT is willing and able to continue providing mobility training services for an additional year.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY exercises its first option to renew the contract for one additional year.

Therefore, the term of the Agreement is hereby extended to September 20, 2018."

2. Paragraph 3 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay thirty-eight thousand, five hundred dollars (\$38,500), in consideration of the renewed services through September 20, 2018. This brings the total not to exceed contract amount to seventy-seven thousand dollars (\$77,000).”

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

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

CITY OF ROSEVILLE, a
municipal corporation

PARATRANSIT, INC, a
California corporation



BY: _____
ROB JENSEN
City Manager

BY: Glanvin Jirik
its: Chief Executive Officer

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and

BY: _____

BY: _____

SONIA OROZCO
City Clerk

its: _____

APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____


RHON HERNDON
Public Works Director





COUNCIL COMMUNICATION

CC #: 8758
File #: 0800-03

Title: International Swaps and Derivatives Association - Master Agreement Amendment
Contact: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

Meeting Date: 9/20/2017
Item #: 6.23.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a Resolution authorizing the City Manager to execute the Third Amendment to the International Swaps and Derivatives Association, Inc. Master Agreement ("ISDA") with Exelon Generation Company, LLC ("Exelon"). This amendment transfers the agreement from Constellation Energy Commodities Group, Inc. ("Constellation") to Exelon as a result of their merger. There is no fiscal impact associated with the execution of the Third Amendment.

BACKGROUND

Roseville Electric Utility has an ISDA master agreement in place with Constellation Energy Commodities Group, Inc. ISDA master agreements provide an industry standard contractual framework for executing financial transactions for electricity and natural gas, and they provide significant credit and other protections to the City. Constellation has merged with Exelon Generation Company, LLC. The attached amendment transfers the ISDA agreement to Exelon.

FISCAL IMPACT

There is no fiscal impact associated with the execution of the amendment. Transactions facilitated by the attached agreement will conform to the Roseville Energy Risk Management Policies.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The ISDA Amendment 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,

Petra Wallace, Electric Resources Analyst

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-399

Third Amendment to the ISDA Master Agreement. Exelon Generation Company, LLC

RESOLUTION NO. 17-399

APPROVING A THIRD AMENDMENT TO THE ISDA MASTER AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND EXELON GENERATION COMPANY, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a third amendment to the ISDA Master Agreement, by and between the City of Roseville and Exelon Generation Company, LLC, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

THIRD AMENDMENT
TO THE
ISDA MASTER AGREEMENT

THIS THIRD AMENDMENT, dated as of July 20, 2017 (the “**Amendment**”), between **City of Roseville (“Party A”)** and **Exelon Generation Company, LLC (f/k/a Constellation Energy Commodities Group, Inc.), (“Party B”)**.

WHEREAS, Party A and Party B have previously entered into that certain ISDA Master Agreement, dated as of August 1, 2006, as amended from time to time (the “**Agreement**”); and

WHEREAS, based on the merger of Constellation Energy Commodities Group, Inc. into Exelon Generation Company, LLC, Party A and Party B now desire to amend the Agreement, as hereinafter provided;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Party A and Party B hereto agree as follows:

A. Amendments to the Schedule to the ISDA Master Agreement.

1. In all places where the name “Constellation Energy Commodities Group, Inc.” occurs, it shall be changed to “Exelon Generation Company, LLC”.

2. In all places where the words “Party B’s Credit Support Provider” occur they shall be changed to “Party B”.

3. Part 2(b), “Payee Representations” of the Schedule is amended for Party B by deleting it in its entirety and replacing it with the following:

“Party B is a limited liability company created and organized under the laws of the State of Pennsylvania. Party B is a U.S. person with the meaning of section 7701 of the Internal Revenue Code and its U.S. Taxpayer identification number is 23-2990190.”

4. Part 4(p), “Addresses for Notices” of the Schedule is amended for Party B by deleting it in its entirety and replacing it with the following:

“Addresses for notices or communications to Party B:

Address: Exelon Generation Company, LLC
1310 Point Street, 8th Floor
Baltimore, MD 21231
Attn: Contract Administration
Phone: 410-470-3142
Fax: 443-213-3556

For Confirmations:

Attention: Confirmations Group

Fax: 410-470-3540

A copy of any notice sent to party B pursuant to Section 5 or 6 must also be sent to:

Exelon Generation Company, LLC

1310 Point Street, 8th Floor

Baltimore, MD 21231

Attn: Associate Generation Counsel

Fax: 443-213-3556"

5. Part 4(v) "Affiliate" of the Schedule is amended by adding the following sentence to the end of the definition::

"However, with respect to Party B, Affiliate shall not include Baltimore Gas & Electric Company, CNEGH Holdings, LLC, CNE Gas Holdings, Inc., CNEG Holdings, LLC, Constellation NewEnergy-Gas Division, LLC, CNE Gas Supply, LLC, PECO Energy Company, Commonwealth Edison Company, Delmarva Power & Light Company, Atlantic City Electric Company and Potomac Electric Power Company."

6. Part 4(x) "Credit Support Providers" of the Schedule is amended for Party B by deleting the words after the "comma" in the second line and replacing them with "and not applicable in relation to Party B".

7. Part 6(a) "Accounts" of the Schedule is amended by deleting the information for Party B and replacing it with the following:

"Party B

Payment to: M&T Bank, Baltimore, MD

For the Account of: Exelon Generation Company, LLC

Account No.: 9850466070

ABA No.: 0220-00004-6"

8. Part 7(j)(5)(i) of the ISDA Power Annex "Wholesale Power Tariffs" is hereby amended for Party B by deleting it in its entirety and replacing it with the following:

"Party B Tariff

Tariff: FERC Electric Tariff Volume 2

Dated: October 20, 2000

Docket Number: ER00-3251"

9. Part 7(l) of the ISDA Power Annex, "Notice Information for Physical Transactions" for Party B is amended by deleting it in its entirety and replacing it with the following:

“All Notices:
1310 Point Street, 8th Floor
Baltimore, MD 21231
Attn: Contract Administration
Fax: 443-213-3556
Duns: 19-674-8938
Federal Tax ID Number: 23-2990190

Invoices:
Attn: Billing Group
Phone: 410-470-3737
Fax: 410-468-3540

Scheduling:
Attn: Scheduling Desk
Phone: 410-468-3530
Fax: 410-468-3540

Payments:
Attn: Payments Group
Phone: 410-470-3737
Fax: 410-468-3540

Wire Transfer:
Bank: M&T Bank
ABA: 022000046
Acct: 191-9007-8

Credit and Collections:
Attn: Credit Risk
Phone: 410-470-5200
Fax: 410-468-3838

With Additional Notices of Event of Default
Or Potential Event of Default:
Attn: Associate General Counsel
Phone: 410-470-3500
Fax: 443-213-3556”

10. All references to “Part 7” within the ISDA Gas Annex shall be changed to “Part 8”.

11. All references to “Party A” within the ISDA Gas Annex shall mean “City of Roseville” and all references to “Party B” shall mean “Exelon Generation Company, LLC”.

12. Section 8(m), “Notices for Gas Transactions” of the ISDA Gas Annex shall be amended for Party B by deleting it in its entirety and replacing it with the following:

“Exelon Generation Company, LLC

Invoices:

As set forth in Part 4 of the Schedule unless otherwise set forth below:

Attn: Billing Group

Phone: 410-470-3737

Facsimile: 410-468-3540

Email: CCGGasAccounting@constellation.com

Nominations:

As set forth in Part 4 of the Schedule unless otherwise set forth below:

Attn: Gas Scheduling

Phone: 410-470-3371

Facsimile: 410-468-3540

Email: CCGGasscheduling@constellation.com

Confirmations:

As set forth in Part 4 of the Schedule unless otherwise set forth below:

Attn: Confirmations Group

Phone: 410-470-3738

Facsimile: 410-468-3540

Email: constellationconfirmsdept@constellation.com

Options:

As set forth in Part 4 of the Schedule unless otherwise set forth below:

Attn: As set forth in the Confirmation

Phone:

Facsimile:

X Wire Transfer - or - ☐ ACH (check one box):

Bank: M&T Bank

ABA: 022000046

Account: 19190078

Other Details: _____

13. Paragraph 13(k) “Demands and Notices” of the Credit Support Annex is amended by deleting the information for Party B and replacing it with the following:

“Party B: 1310 Point Street, 12th Floor
Baltimore, MD 21231
Attn: Credit Risk Management
Telephone: 410-470-5200
Facsimile: 410-468-3828”

14. Schedule 13(l) "Addresses for Transfers" is amended by deleting the information for Party B and replacing it with the following:

"Party B: Payment to	M&T Bank, Baltimore, MD
For the Account of:	Exelon Generation Company, LLC
Account No.:	9850466070
ABA No.:	0220-00004-6"

B. Miscellaneous.

- (a) **Definitions.** Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings specified for such terms in the Agreement.
- (b) **Headings.** The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.
- (c) **Representation.** Each party hereby represents and warrants to the other party hereto that the execution, delivery and performance hereof by it are within its corporate powers, and have been duly authorized by all necessary corporate or other action and that this Amendment constitutes its legal, valid and binding obligation.
- (d) **Effect of Amendment.** All other provisions of the Agreement remain in full force and effect, and all rights, duties and obligations remain unchanged except as expressly provided in this Amendment.
- (e) **Governing Law.** This Amendment will be governed by and construed in accordance with the laws of the State of New York (without reference to choice of law doctrine).
- (f) **Counterparts.** This Amendment may be executed and delivered in counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date set forth above.

CITY OF ROSEVILLE

("Party A")

EXELON GENERATION COMPANY, LLC
("Party B")

By: _____
Title:


By: _____
Title: James McHugh
SVP, Wholesale Trading

AP



COUNCIL COMMUNICATION

CC #: 8769
File #: 0201-01

Title: Year End FY2016-17 Budget Adjustment
Contact: Kathy Cullen 916-746-1306 kcullen@roseville.ca.us

Meeting Date: 9/20/2017
Item #: 6.24.

RECOMMENDATION TO COUNCIL

City staff requests City Council adopt the ordinance approving the attached year-end FY2016-17 budget adjustments for the City of Roseville.

BACKGROUND

After the end of the fiscal year, the Budget and Payroll divisions analyze each funds' 'Budget versus Actual activity to identify those funds that need to be adjusted. In FY2016-17, a few line items in the budget have been identified that need to be adjusted. Expenditures and transfers requiring budget adjustments are summarized below as well as on the attached report.

FISCAL IMPACT

The effect of the year end budget adjustment on the identified funds is included on the attached report. The impact of the budget adjustments on the General Fund fund balance is a reduction of **\$1,369,334**, which will be funded with unspent General Fund revenues. Those adjustments that affect the General Fund are identified in items 18, 19, 23, and 24 below. The impact to the non-General fund balances is also included on the attached analysis and various by department. A summarized look at budget to actual for the City's significant funds as of the end of FY2016-17 will be presented in the year-end performance report, which we anticipate having available for review in late 2017. The following is a summary of the items included in the attached budget adjustment:

ORG Keys:

1. 00758-8145/00758-8100- This budget adjustment is to include increases for Willdan Professional Services which was less than the invoiced amount and unexpected prepay from Lennar on the principal amount of bonded debt.
2. 00754-8100/00754-8101- This budget adjustment is to increase amounts related to the refunding of Fiddymont CFD #1 bonds. As part of the refunded the district needed to send the debt service principal and interest amount prior to the closing of the bonds. The monies were collected via the County levy.
3. 00733-8145/00363-6130- This budget adjustment is to include increases for Willdan

Professional Services which was less than the invoiced amount and additional amounts for developer payments in HP Campus Oaks Improvement Fund was less than the payment requests we received for FY17. There are sufficient bond proceeds to cover the additional payments made.

4. 00354-6130- This increases the budget in the Stone Point Capital Project Fund for an additional developer draw down not originally expected at budget development. This fund had sufficient resources to cover the draw down.

5. 00364-8130- This increases the budget for proceeds from sale of bonds and cost of issuance fees for the issuance of the 2017 Fiddymment CFD #5 bonds.

6. 03118-5998- Aon Risk Insurance not budgeted.

7. 00731-8145- This budget adjustment is to include increases for Willdan Professional Services which was less than the invoiced amount.

8. 00734-8130/00754-8130- This increase is due to the cost of issuance fees associated with the issuance of the 2017 Fiddymment CFD #1 (refunding of the 2005 and 2006 Fiddymment CFD #1 bonds) and 2017 Fiddymment CFD #5 bonds (new money and prepayment on a portion of the 2005 and 2006 Fiddymment CFD #1 bonds).

9. 00758-8100- This budget adjustment increases the debt service expense account and the special assessments prepaid accounts due to a developer prepayment.

10. 03117-5998- Section 125 Cafeteria plan claims were higher than budget.

11. 00745-8140- This budget adjustment is to include increases for Willdan Professional Services which was less than the invoiced amount.

12. 09859-8140- This budget adjustment is to include increases for debt service swap payments that were more than the budgeted amount due to the rising interest rates. The debt service swap payments are based on a variable rate that changes with market conditions.

13. 09866-8140/09867-8140- This budget adjustment is to increase debt service expenses due to consultant services performed on required debt disclosures.

TRANSFERS:

14. TO: 00310-3902 FROM: - Rehab projects are approved in total, however if overages occur on the rehab projects the underlying transfers need to be adjusted by the percentage share of the projects.

15. TO: 00363-3900 FROM: 00733-8902, \$36,000. This is to a transfer from the Cost of Issuance Account to the Improvement Account.

16. TO: 03112-3900 FROM: 03119-8900, \$410. This is a transfer from General Liability Rent Insurance to the General Liability Fund in order to close out 03119.

17. TO: 00650-3900 FROM: 03118-8900, \$750,000. This is a transfer from the Post Retirement to the Other Post-Employment Trust Fund in order to move the additional allocation.

18. TO: 00440-3900 FROM: 00100-8900, \$29,272- This is a transfer from the General Fund to the Transit Fund to increase the amount of General Fund transfer of Municipal Services (CFD #3). Revenue to Transit (fund 440) was less than what we collected. There are sufficient funds available in the General Fund to cover the added expense.

19. TO: 00100/3900 FROM: 00342-8900/00347-8900/00357-8900, \$110 – This is a transfer from Improvement Account to the General Fund to increase the amount of transfer to the General Fund as a result of closing the Improvement District. The additional increases were a result of interest earned during the year.

20. TO: 00272-3900 FROM: 00746-8900/00749-8900, \$3,075,862- This is a transfer from Agency Funds to RFA Debt Service to increase the amount of transfer out from Highland Reserve CFD and Woodcreek West CFD as a result of the 2016 RFA refunding bonds.

21. TO: 00350-3900 FROM: 00753-8900, \$1 – This is a transfer from Agency Funds to the Improvement Account to increase the amount of transfer to the Special Tax Fund due to a rounding error.

22. TO: 00440-3900 FROM: 00441-8900, \$8,600 – This is a transfer from Transportation Fund

to Transit to transfer cash related to prior year revenue recorded in the incorrect Alternative Transportation Fund.

23. TO: 03118-3900/03118-4220/03118-4025/03118-4103 FROM: 00100-8900/00225-8900/00401-8900/00440-8900/00441-8900/00460-8900/00470-8900/00480-8900/00485-8900/00490-8900/00501-8900/03111-8900/ AND FUND BALANCE FROM:

100,225,401,440,441,460,470,480,485,490,501,03111, \$2,292,124. This is a transfer from various funds to Self-Insurance Funds to budget for employees who retired in FY2016-17, retiree medical associated with retirements and additional PERS replacement benefit.

24. TO: 00125-3900 FROM: 00100-8900, \$204,743. This is a transfer from the General Fund to the Emergency Reserve Fund for the additional required amount to equal 10% of operating expenses.

25. TO: 00491-3900 FROM: 00490-8900/008600-5601/08611-5601/08614-5601/08616-5601, net zero transaction. This budget adjustment has no financial statement impact on the Electric Fund and is solely to properly account for the funding of vehicle replacement from the Electric Operations Fund (490) to the Electric Construction Fund (491).

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval of this request will not create any new jobs.

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,

Kathy Cullen, Budget Manager

Jay Panzica, Chief Financial Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5868

Year End FY2016 Budget Adjustment

ORDINANCE NO. 5868

AN ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FY2016-17 BUDGET
AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY COUNCIL OF THE CITY OF ROSEVILLE DOES ORDAIN AS FOLLOWS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2016-17, is hereby amended by transferring an additional appropriation to and from the activities indicated below:

Year-End Budget Adjustments, as listed on attached list.

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

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three conspicuous locations in the City and 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: Kathy Cullen
Department/Division: Finance/Budget
Fiscal Year/Effective Date: FY 2017
Council Date: 9/20/2017

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
208,000	00310	3902	310			Transfer In - Rehab Projects
208,000 TOTAL						
Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
2,000	00100	8902	452			Transfer Out - Rehab Projects
3,000	00452	8902	452			Transfer Out - Rehab Projects
5,000	00463	8902	463			Transfer Out - Rehab Projects
16,000	00474	8902	474			Transfer Out - Rehab Projects
15,000	00482	8902	482			Transfer Out - Rehab Projects
21,000	00485	8902	485			Transfer Out - Rehab Projects
146,000	00491	8902	491			Transfer Out - Rehab Projects
208,000 TOTAL						
Justification for Budget Adjustment:						
Rehab projects are approved in total, however if overages occur on the rehab projects the underlying transfers need to be adjusted by the percentage share of the projects.						

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
36,000	00363	3900	300			Transfer In
36,000 TOTAL						
Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
36,000	00733	8900	700			Transfer Out
36,000 TOTAL						
Justification for Budget Adjustment:						
This is to request budget authority for a transfer from the Cost of Issuance Account in Fund 733 to the Improvement Account in Fund 363.						

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
410	03112	3900	300			Transfer In
410	TOTAL					
Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
410	03119	8900	700			Transfer Out
410	TOTAL					
Justification for Budget Adjustment:						
This transfer is requested to close out Fund 03119 General Liability Rent Insurance. The remaining \$401 will be transferred to Fund 03112 General Liability.						

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
750,000	00650	3900	650			Transfer In - Operating
750,000	TOTAL					
Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
750,000	03118	8900	500			Transfer Out - Operating
750,000	TOTAL					
Justification for Budget Adjustment:						
This budget adjustment is to move the additional \$750,00 allocation from post retirement to the other post employment trust fund.						

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
1,442	00758	8145	700			Diamond Creek CFD #1 Misc Fees
413,265	00758	8100	700			Diamond Creek CFD #1 Prepay from Developer
414,707 TOTAL						
Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
1,442	00758		700			Available Resources
413,265	00758	3092	700			Available Resources - Prepayment from Developer
414,707 TOTAL						
Justification for Budget Adjustment:						
This budget adjustment is to include increases for Willdan Professional Services which was less than the invoiced amount and unexpected prepay from Lennar on the principal amount of bonded debt.						

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
1,540,000	00754	8100	700			Fiddymment Ranch CFD #1 Prepay FY18 Debt Service Prin
1,830,889	00754	8101	700			Fiddymment Ranch CFD #1 Prepay FY18 Debt Service Int
3,370,889 TOTAL						
Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
3,370,889	00754		700			Available Resources
3,370,889 TOTAL						
Justification for Budget Adjustment:						
This budget adjustment is to increase amounts related to the refunding of Fiddymment CFD #1 bonds. As part of the refunded the district needed to send the debt service principal and interest amount prior to the closing of the bonds. The monies were collected via the County levy.						

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
1,700	00733	8145	700			HP Campus Oaks CFD #1/Misc Fees
309,619	00363	6130	300			HP Campus Oaks CFD #1/Developer Payment/Imp Fund
311,319 TOTAL						
Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
1,700	00733	3090	700			Available Resources - Special Assessment Revenue
309,619	00363		300			Available Resources
311,319 TOTAL						
Justification for Budget Adjustment:						
This budget adjustment is to include increases for Willdan Professional Services which was less than the invoiced amount and additional amounts for developer payments in HP Campus Oaks Improvement Fund was less than the payment requests we received for FY17. There are sufficient bond proceeds to cover the additional payments made.						

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
29,272	00440	3900	440	700100	94	Additional Revenue for Muni 3 Transfer from Gen Fund
29,272 TOTAL						
Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
29,272	00100	8900	100	700440	95	Available Resources
29,272 TOTAL						
Justification for Budget Adjustment:						
This budget adjustment is to increase the amount of General Fund transfer of Municipal Services (CFD #3) revenue to Transit (fund 440) was less than what we collected. There are sufficient funds available in the General Fund to cover the added expense.						

Use of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
50	00100	3900	100			Transfer In - Closing of improvement fund
50	00100	3900	100			Transfer In - Closing of improvement fund
10	00100	3900	100			Transfer In - Closing of improvement fund
110	TOTAL					

Source of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
50	00342	8900	300			Transfer Out - Closing of improvement fund
50	00347	8900	300			Transfer Out - Closing of improvement fund
10	00357	8900	300			Transfer Out - Closing of improvement fund
110	TOTAL					

Justification for Budget Adjustment:

This budget adjustment is to increase the amount of transfer to the General Fund as a result of closing the improvement District. The additional increases were a result of interest earned during the year.

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
2,586,847	00272	3900	272			Transfer In
489,015	00272	3900	272			Transfer In
3,075,862 TOTAL						
Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
2,586,847	00746	8900	700			Transfer Out
489,015	00749	8900	700			Transfer Out
3,075,862 TOTAL						
Justification for Budget Adjustment:						
This budget adjustment is to increase the amount of transfer out from Highland Reserve CFD and Woodcreek West CFD as a result of the 2016 RFA refunding bonds.						

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
1	00350	3900	300			Transfer In - additional amounts to the special tax fund
1 TOTAL						
Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
1	00753	8900	700			Transfer Out - additional amounts to the special tax fund
1 TOTAL						
Justification for Budget Adjustment:						
This budget adjustment is to increase the amount of transfer to special tax fund due to a rounding error.						

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
8,600	00440	3900	440			Transfer In
8,600 TOTAL						
Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
8,600	00441	8900	441			Transfer Out
8,600 TOTAL						
Justification for Budget Adjustment:						
This budget adjustment is to transfer cash related to prior year revenue recorded in the incorrect Alternative Transportation Fund.						

Use of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
2,292,124	03118	3900	500			Transfer In
497,961	03118	4220	500			Med Benefits for retirees
1,776,164	03118	4025	500			Payoffs
1,799	03118	4103	500			PERS replacement benefit
4,568,048	TOTAL					

Source of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
1,135,429	00100	8900	100			Transfer out to OPEB
132,902	00225	8900	225			Transfer out to OPEB
51,015	00401	8900	401			Transfer out to OPEB
112,754	00440	8900	440			Transfer out to OPEB
26,867	00441	8900	441			Transfer out to OPEB
128,402	00460	8900	460			Transfer out to OPEB
104,027	00470	8900	470			Transfer out to OPEB
55,509	00480	8900	480			Transfer out to OPEB
96,221	00485	8900	485			Transfer out to OPEB
397,355	00490	8900	490			Transfer out to OPEB
9,011	00501	8900	501			Transfer out to OPEB
42,632	03111	8900	03111			Transfer out to OPEB
497,961			03118			Use of fund balance
1,776,164			03118			Use of fund balance
1,799			03118			Use of fund balance
4,568,048	TOTAL					

Justification for Budget Adjustment:

To budget for employees who retired in FY2016-17, retiree medical associated with retirements and additional PERS replacement benefit.

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
204,743	00125	3900	125			Transfer in
204,743 TOTAL						
Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
204,743	00100	8900	100			Transfer out
204,743 TOTAL						
Justification for Budget Adjustment:						
Transfer from the GF to the emergency reserve fund for the additional required amount to equal 10% of operating expenses						

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
1,224,288	00354	6130	300			Stone Point Draw
1,224,288 TOTAL						
Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
1,224,288	00354		300			Available Resources
1,224,288 TOTAL						
Justification for Budget Adjustment:						
This increases the budget in the Stone Point Capital Project Fund for an additional developer draw down not originally expected at budget development. This fund had sufficient resources to cover the draw down.						

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
9,640	00364	8130	300			Cost of issuance fees
6,000,000	00364	3830	300			Proceeds from sales of bonds
6,009,640 TOTAL						
Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
9,640			300			Available fund balance after bond proceeds
6,000,000			300			Increase to 00364 fund balance from bond proceeds
6,009,640 TOTAL						
Justification for Budget Adjustment:						
This increases the budget for proceeds from sale of bonds and cost of issuance fees for the issuance of the 2017 Fiddymment CFD #5 bonds.						

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
30,300	03118	5998	500			AON Risk Insurance
30,300 TOTAL						
Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
30,300			500			Fund Balance
30,300 TOTAL						
Justification for Budget Adjustment:						
Aon Risk Insurance not budgeted.						

Use of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
1,474	00731	8145	700			Westbrook CFD #1 Misc Fees
1,474	TOTAL					

Source of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
1,474			700			Fund Balance
1,474	TOTAL					

Justification for Budget Adjustment:

This budget adjustment is to include increases for Willdan Professional Services which was less than the invoiced amount.

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
713,290	00734	8130	700			Cost of Issuance Fees
740,472	00754	8130	700			Cost of Issuance Fees
1,453,762 TOTAL						
Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
713,290	00734		700			Available Resources
740,472	00754		700			Available Resources
1,453,762 TOTAL						
Justification for Budget Adjustment:						
This increase is due to the cost of issuance fees associated with the issuance of the 2017 Fiddymment CFD #1 (refunding of the 2005 and 2006 Fiddymment CFD #1 bonds) and 2017 Fiddymment CFD #5 bonds (new money and prepayment on a portion of the 2005 and 2006 Fiddymment CFD #1 bonds).						

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
413,716	00758	8100	700			Debt Service - Principal
413,716						TOTAL
Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
413,716	00758	3092	700			Special Assessments - Prepaid
413,716						TOTAL
Justification for Budget Adjustment:						
This budget adjustment increases the debt service expense account and the special assessments prepaid accounts due to a developer prepayment.						

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
741,756	00491	3900	491			Transfer In
(741,756)	00491	3390	491			Current Services
-						TOTAL
Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
741,756	00490	8900	490			Transfer out
(6,000)	08600	5601	490			Vehicle Replacement
(11,300)	08611	5601	490			Vehicle Replacement
(708,456)	08614	5601	490			Vehicle Replacement
(16,000)	08616	5601	490			Vehicle Replacement
-						TOTAL
Justification for Budget Adjustment:						
This budget adjustment has no financial statement impact on the Electric Fund and is solely to properly account for the funding of vehicle replacement from the Electric Operations Fund (490) to the Electric Construction Fund (491)						

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
4,950	03117	5998	3117			
4,950	TOTAL					
Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
4,950			3117			Fund balance
4,950	TOTAL					
Justification for Budget Adjustment:						
Section 125 Cafeteria plan claims were higher than budget.						

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
555	00745	8140	700			Debt service fees
555	TOTAL					
Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
555			700			Fund balance
555	TOTAL					
Justification for Budget Adjustment:						
This budget adjustment is to include increases for Willdan Professional Services which was less than the invoiced amount.						

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
237,165	09859	8140	490			Debt service fees
237,165 TOTAL						
Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
237,165			490			Fund balance
237,165 TOTAL						
Justification for Budget Adjustment:						
This budget adjustment is to include Increases for debt service swap payments that were more than the budgeted amount due to the rising interest rates. The debt service swap payments are based on a variable rate that changes with market conditions.						

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
100	09866	8140	490			Debt service fees
12	09867	8140	490			Debt service fees
112 TOTAL						
Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
112			490			Fund balance
112 TOTAL						
Justification for Budget Adjustment:						
This budget adjustment is to increase debt service expenses due to consultant services performed on required debt disclosures.						

Approved:

Val DRI 8/28/17
Budget Staff Date

Kathy Cullen 8/28/17
Budget Manager Date

City Manager Date



COUNCIL COMMUNICATION

CC #: 8786

File #: 0400-04-09-1 & 0400-04-09-2

Title: Second Reading of Ordinance - West Roseville Specific Plan Village Center Project
Contact: Tricia Stewart 916-774-5258 stewart@roseville.ca.us

Meeting Date: 9/20/2017

Item #: 6.25.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 5870 OF THE COUNCIL OF THE CITY OF ROSEVILLE REZONING CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and ORDINANCE NO. 5871 ADOPTING AN EIGHTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND VC ROSEVILLE, LLC AS ASSIGNEE OF PL ROSEVILLE, LP, RELATIVE TO THE WEST ROSEVILLE VILLAGE CENTER PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Tricia Stewart, Senior Planner

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5870

Rezone Exhibit A

Ordinance No. 5871

Development Agreement Amendment

ORDINANCE NO. 5870

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
REZONING CERTAIN REAL PROPERTY LOCATED WITHIN THE
CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. That certain real property within the City of Roseville as shown and so designated in Exhibit "A," attached and incorporated herein by reference, is hereby rezoned as follows:

In accordance with the zoning standards designated in the West Roseville Specific Plan.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

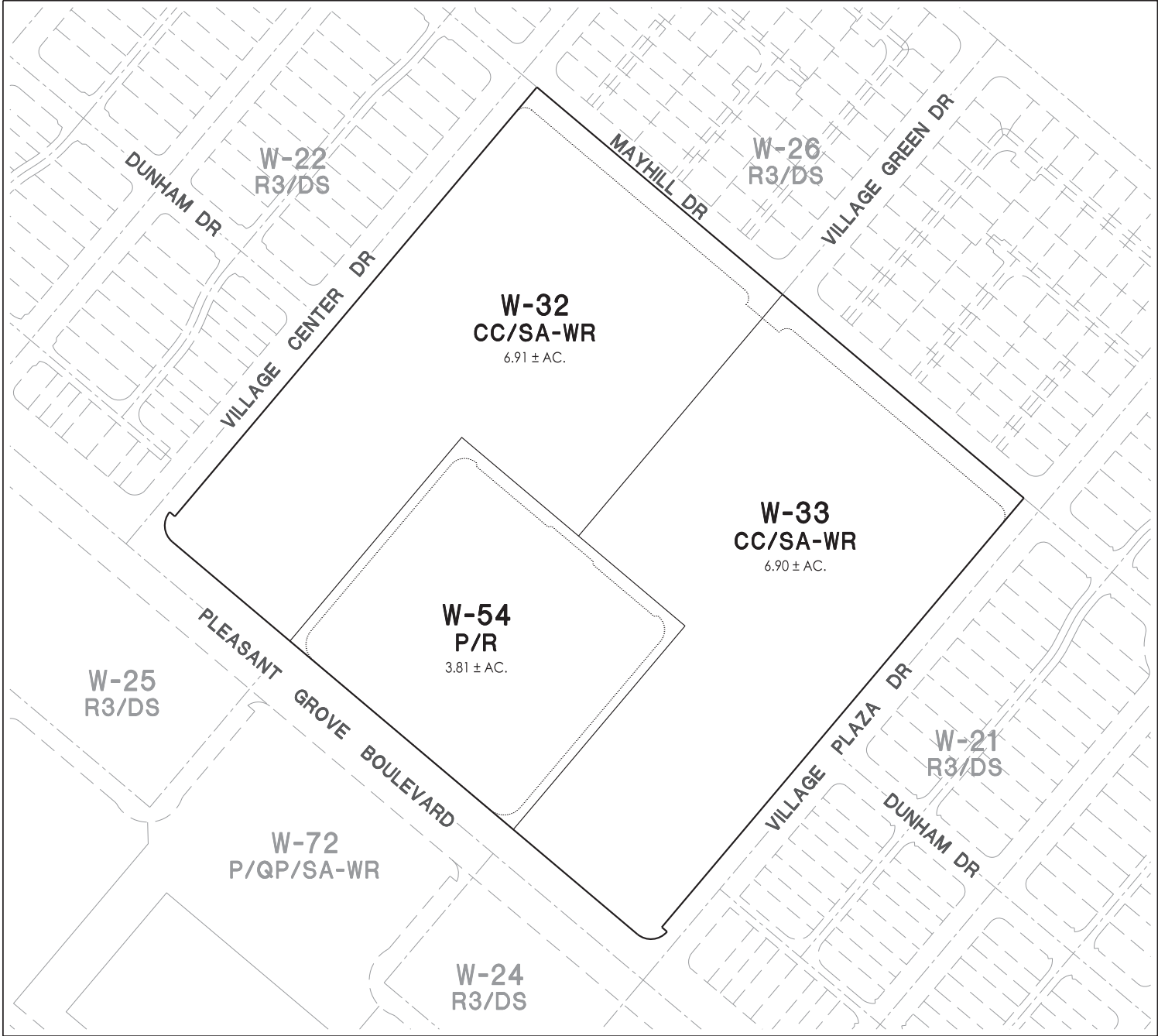
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

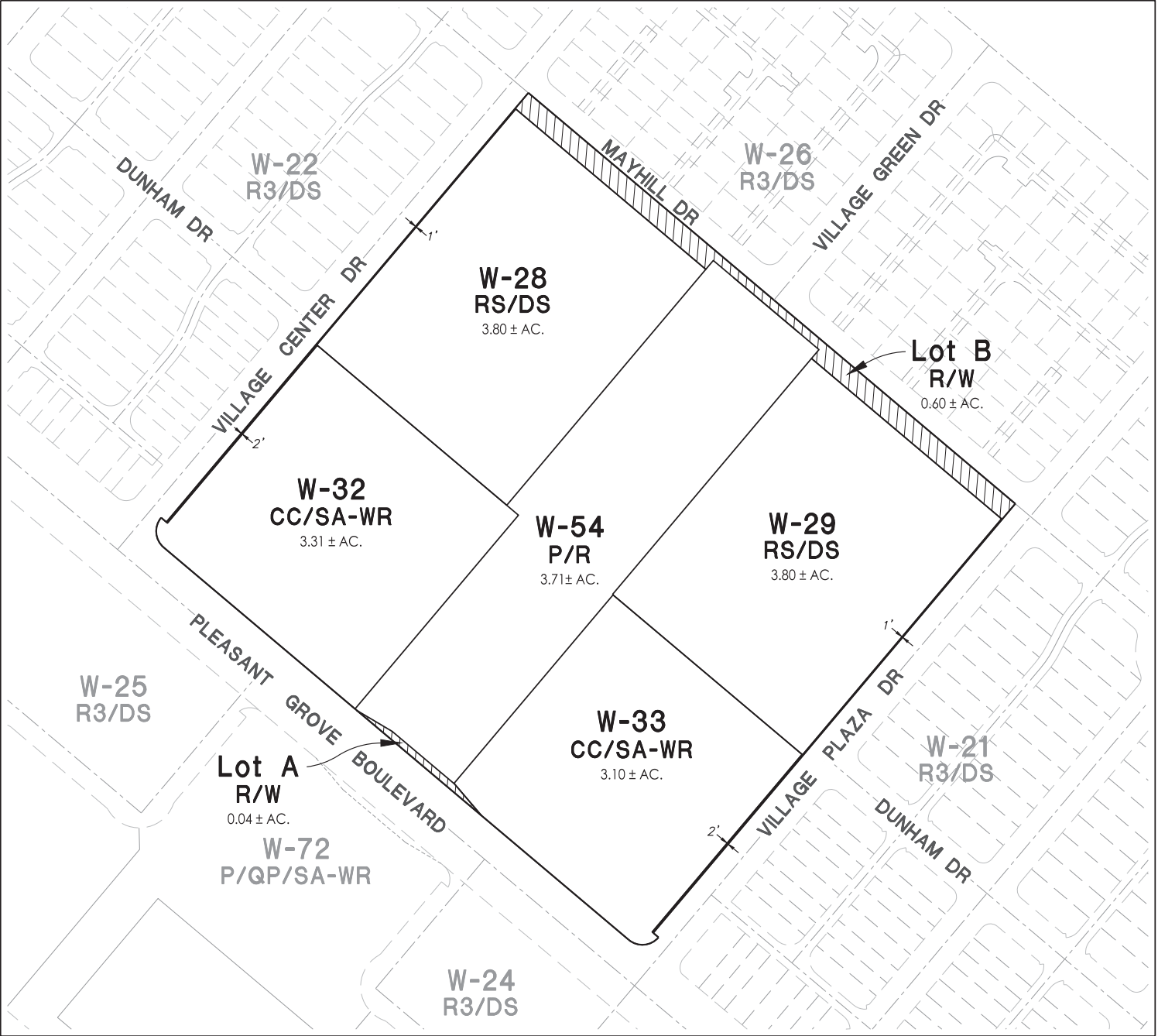
MAYOR

ATTEST:

City Clerk



EXISTING



PROPOSED

EXISTING ZONING SUMMARY

Parcel	Zoning Designation	Acres (Gross)	Dwelling Units	Density
W-32	CC/SA-WR	6.91 ac.	20 du	2.9 du/ac
W-33	CC/SA-WR	6.90 ac.	20 du	2.9 du/ac
W-54	P/R	3.81 ac.	0 du	-
Roads	ROW	0.74 ac.(1)	-	-
Total		18.36 ac.	40 du	

NOTE: 1. Consists of existing ROW on Mayhill Drive and Pleasant Grove Blvd. in parcels W-32 and W-33.

PROPOSED ZONING SUMMARY

Parcel	Zoning Designation	Acres (Gross)	Dwelling Units	Density
W-32	CC/SA-WR	3.31 ac.	0 du	
W-33	CC/SA-WR	3.10 ac.	0 du	
W-54	P/R	3.71 ac.	0 du	
W-28	RS/DS	3.80 ac.	28 du	7.4 du/ac
W-29	RS/DS	3.80 ac.	28 du	7.4 du/ac
Roads	ROW	0.64 ac.	-	
Total		18.36 ac.	56 du	

REZONE EXHIBIT
for Parcels W-32, W-33 and W-54 of the
West Roseville Specific Plan Area

VILLAGE CENTER at WestPark

Scale: 1" = 100' Roseville, California June 22, 2017
2nd Submittal: May 26, 2017



ORDINANCE NO. 5871

ADOPTING AN EIGHTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND VC ROSEVILLE, LLC AS ASSIGNEE OF PL ROSEVILLE, LP, RELATIVE TO THE WEST ROSEVILLE VILLAGE CENTER PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into an Eighth Amendment to Development Agreement by and between the City of Roseville and VC Roseville, LLC as assignee of PL Roseville, LP, pertaining to the property located within the West Roseville Specific Plan Village Center area.

SECTION 2. Prior to considering the proposed Development Agreement, the City Council considered an Addendum to the West Roseville Specific Plan Environmental Impact Report (EIR) certified on February 4, 2004 pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*; and

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Eighth Amendment to Development Agreement, and makes the following findings:

1. The Eighth Amendment to Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the West Roseville Specific Plan;
2. The Eighth Amendment to Development Agreement is consistent with the provisions of the City of Roseville Zoning Ordinance;
3. The Eighth Amendment to Development Agreement is in conformance with the public health, safety and welfare;
4. The Eighth Amendment to Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the Eighth Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment;

SECTION 4. The Eighth Amendment to Development Agreement, by and between the City of Roseville and VC Roseville, LLC as assignee of PL Roseville, LP, a copy of which is on

file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**EIGHTH AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ROSEVILLE AND VC ROSEVILLE, LLC, AS ASSIGNEE OF PL
ROSEVILLE, LP RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN**

This Eighth Amendment of Development Agreement is entered into this ____ day of _____, 2017, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and VC ROSEVILLE, LLC, a California limited liability company ("Developer"), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Developer's first predecessor in interest, 1600 Placer Investors, LP ("1600 Placer") and City entered into a Development Agreement (the "Development Agreement") which was approved by the City Council of City on February 23, 2004, and recorded on May 28, 2004, in the Official Records of Placer County as Document No. 2004-0069488, which Development Agreement 1600 Placer assigned to PL Roseville, LP ("PL Roseville") pursuant to that certain Assignment and Assumption Agreement of Development Agreement Relative to the West Roseville Specific Plan dated as of March 21, 2005, and recorded March 21, 2005, as Document No. 2005-0032912 in the Official Records of Placer County, California. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. City and 1600 Placer entered into the Development Agreement relative to development within a portion of the West Roseville Specific Plan Area ("Specific Plan", "WRSP" or "Plan Area"), as such is more precisely defined in Exhibits "A" and "B" of the Development Agreement (the "Property").

C. Certain terms of settlement agreements arising out of two lawsuits regarding the WRSP (Catalano v. Roseville and Defenders of Wildlife v. Norton) imposed additional conditions on the WRSP that require implementation through amendment of the Development Agreement.

D. On April 17, 2006, City and PL Roseville entered into the First Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County, California on April 20, 2006, as Document No. 2006-0042921.

E. On March 18, 2009, City and PL Roseville entered into the Second Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County, California on May 5, 2009, as Document No. 2009-0037209.

F. On January 5, 2011, City and Developer entered into the Third Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County on April 5, 2012, as Document No. 2012-0030092.

G. On July 17, 2013, City, Developer and KB Home Sacramento, Inc., and Meritage Homes of California, Inc., Developer's assignees on a portion of Phase 3 of the Property, entered into the Fourth Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County on August 20, 2013, as Document No. 2013-0082173-00.

H. On August 7, 2013, City and Developer entered into the Fifth Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County on August 20, 2013, as Document No. 2013-0082447-00.

I. On December 17, 2014, City and KB Home Sacramento, Inc., Developer's assignee on a portion of Phase 3 of the Property, entered into the Sixth Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County on December 22, 2014, as Document No. 2014-0091940-00.

J. On May 4, 2016, City and Developer entered into the Seventh Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County on May 11, 2016, as Document No. 2016-0035987-00.

K. This Eighth Amendment to the Development Agreement (the "Eighth Amendment") affects certain portions of the Property (the "Eighth Amendment Property"), as described in Exhibit "A" and Exhibit "B" attached to this Eighth Amendment, and shall run with the land described in Exhibits "A" and "B" hereto.

L. The Eighth Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following sections and exhibits of the Development Agreement are hereby amended as follows:

a. REVISED SECTION 2.2. The summary table of Section 2.2 ("Vested Entitlements") is revised as follows:

"Low Density Residential	2,662 units on 596.5 Net Acres
Low Density Residential (age-restricted)	704 units on 146.8 Net Acres
Medium Density Residential	0 units on 0 Net Acres
High Density Residential	420 units on 20.1 Net Acres
Community Commercial	3.0 Net Acres
General Industrial	32.9 Net Acres
Light Industrial	55.2 Net Acres
Park	35.1 Net Acres
Open Space	350.8 Net Acres
Open Space (paseo)	7.7 Net Acres
Schools	38.7 Net Acres
Treatment Plan Expansion	15.0 Net Acres
Water Tank Site	5.4 Net Acres
Well Sites	0.6 Net Acres
Other Public (right of way)	138.5 Net Acres
Village Center	
High Density Residential	386 units on 21.8 Net Acres
Medium Density Residential	454 units on 53.7 Net Acres
Community Commercial	6.4 Net Acres
Park	12.7 Net Acres
Church	10.8 Net Acres"

b. DELETE SECTION 3.5.6.3. Section 3.5.6.3 is deleted in its entirety.

c. REVISED SECTION 3.12. Section 3.12 is revised in its entirety to read as follows:

"3.12. Parks and Open Space. Developer shall dedicate to City certain active park land (49.17 acres) and open space lands (359.15 acres), pay fees for construction of park improvements, paseo improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan as shown in Exhibit "DD"."

d. REVISED SECTION 3.12.1. Section 3.12.1 is revised in its entirety to read as follows:

“3.12.1 Park and Open Space Dedications. Developer shall dedicate to City a total of 47.80 acres of parkland, 8.0 acres of open space paseo and 350.84 acres of open space. The following ten (10) park parcels, four (4) open space paseo parcels, and three (3) open space parcels shall be dedicated to City as described below and shown in Exhibit “DD”:

1. A 6.52 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50a;
2. A 1.92 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50b;
3. A 1.21 net acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel W-50c;
4. A 1.23 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50d;
5. A 3.11 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50e;
6. A 4.74 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-51;
7. A 7.99 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-52;
8. A 8.98 acre, more or less, portion of the Property for the purpose of a public park in the Village Center , as shown as Parcel W-53;
9. A 3.71 acre, more or less, portion of the Property for the purpose of a public park (known as the Village Green) in the Village Center, as shown as Parcel W-54;
10. A 8.39 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-55;
11. A 1.1 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-85;

12. A 2.9 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-87;
13. A 1.5 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-88;
14. A 2.23 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-89;
15. A 267.47 acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, as shown as Parcel W-81;
16. A 5.2 acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, as shown as Parcel W-82; and
17. A 78.2 acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, as shown as Parcel W-83.

Upon request of City, Developer shall dedicate any park lands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded.

In recognition of Developer's dedication of Parcel W-30 to City, after Developer's changing the land use and zoning designation of such Parcel W-30 from Light Industrial to Community Commercial, allowing City to own a 13.7± acre Community Commercial property at the intersection of Blue Oaks Boulevard and Westbrook Boulevard, the 5.1± acre City-owned portion of APN 017-101-017 designated for park use shall be counted as part of Developer's neighborhood park acreage dedication requirement in Developer's portion of the WRSP.

Parcels W-50a, W-50b, W-50c, W-50d, W-50e, W-51 and W-54 shall be rough graded by Developer at its expense prior to acceptance by City. Rough grading shall be comprised of contour grading to drain, with a tolerance of +/- 0.50 feet, per a City-approved rough grading plan."

e. REVISED SECTION 3.12.3. Section 3.12.3 is revised to add a new final paragraph as follows:

“Upon the issuance of the first residential building permit on either Parcel W-28 or Parcel W-29, Developer shall pay in a lump sum payment the total Neighborhood Park Fee of \$2,897 per single-family residential unit for all the single-family residential units to be built in Parcels W-28 and W-29, subject to annual adjustment, on July 1, based on the percentage change in the CCI.”

f. REVISED SECTION 3.12.4. Section 3.12.4 is revised to add a new final paragraph as follows:

“Upon the issuance of the first residential building permit on either Parcel W-28 or Parcel W-29, Developer shall pay in a lump sum payment the total City-Wide Park Fee of \$2,387 per single-family residential unit for all the single-family residential units to be built in Parcels W-28 and W-29, subject to annual adjustment, on July 1, based on the percentage change in the CCI.”

g. NEW SECTION 3.12.4.2. Section 3.12.4.2 is added to read as follows:

“3.12.4.2 City-Wide Park Fee for Village Center Community Commercial Parcel W-32. For the community care facility built on Village Center Community Commercial Parcel W-32, Developer shall pay City-Wide Park Fees at the then prevailing \$2,387 City-Wide Park Fee amount for each of the assisted living units built on Parcel W-32, excluding units designated for memory care residents, to be paid to City in a lump sum payment upon issuance of the first building permit for the community care facility built on Parcel W-32, subject to annual adjustment, on July 1, based on the percentage change in the CCI. At the time of approval of this Eighth Amendment, 27 of the planned 87 assisted living units on Parcel W-32 are planned to be memory care units, and so the 60 non-memory care assisted living units planned to be built on Parcel W-32 would generate a total of \$143,220 in City-Wide Park Fees, to be paid in a lump payment to City at the time of issuance of the first building permit for the community care facility to be built on Parcel W-32. City agrees that the City-Wide Park Fees collected from the community care facility on Parcel W-32 shall be utilized to construct improvements on Village Green Park Parcel W-54. City further agrees that any community care facility built on Parcel W-32 shall not be subject to neighborhood park fees, paseo fees, and bike trail fees in the WRSP, and not subject to any Public Benefit Fee

under Section 3.14.3, any General Fund Contribution under Section 3.14.4, or any Community Benefit Fee under Section 3.14.19.”

h. NEW SECTION 3.12.4.3. Section 3.12.4.3 is added to read as follows:

“3.12.4.3. Timing of Village Green Park Construction. City desires to commence construction of the improvements on Village Green Park Parcel W-54 at the earliest opportunity. Construction of this park facility is dependent upon the collection of various park fees as noted in Sections 3.12.3, 3.12.4, and 3.12.4.2 above. To ensure that funds will be available for park construction, City agrees to provide Developer with a written notice of City’s intent to construct the park on Parcel W-54 when seeking City Council approval of construction plans and advertisement of bids for Park Parcel W-54. Upon receipt of this notice, Developer shall respond in writing to City within fifteen (15) calendar days, indicating Developer’s timing for obtaining building permits for the Medium Density Residential development on Parcels W-28 and W-29 and for the community care facility on Parcel W-32. If the anticipated building permit issuance date(s) for these parcels fall beyond the projected completion date of the Village Green Park improvements, City in its sole discretion may elect to postpone construction of the Village Green Park improvements until such funds are made available to City.”

i. NEW SECTION 3.14.19. Section 3.14.19 is added to read as follows:

“3.14.19 Community Benefit Fee. As partial consideration for this Eighth Amendment, to help fund the construction of the improvements to the Village Green Park Parcel W-54, and to ensure that the development of properties that are the subject of this Eighth Amendment will benefit current and future residents of Roseville, Developer shall pay in a lump sum payment a Community Benefit Fee of \$5,000 per single-family residential unit for sixteen (16) residential units upon the issuance of the first residential building permit on either Parcel W-28 or W-29.”

j. REVISED SECTION 3.24. New Disclosure 30 is added as follows:

“30. The Eighth Amendment Property is subject to aircraft over flights and related noise from McClellan Airfield and Sacramento International Airport.”

k. DELETE SECTION 4.4.3. Section 4.4.3 is deleted in its entirety.

1. REVISED SECTION 4.4.4. Section 4.4.4 revised in its entirety to read as follows:

“A commercial development may be eligible for deferral of certain City fees, except that no fees for parks (including neighborhood, citywide or regional parks, open space preserves, paseos or bike trails) may be deferred. Fee deferrals may be granted according to Chapter 4.04 of the Roseville Municipal Code and existing City policy.”

m. REVISED EXHIBITS. The exhibits attached to the Development Agreement are proposed to be either deleted and replaced by new exhibits attached to this Eighth Amendment, in the case of Exhibits C, DD, and HH, or are attached to this Eighth Amendment as exhibits for this Eighth Amendment only, in the case of Exhibits A and B, as follows:

Exhibit A - Eighth Amendment Property
Exhibit B - Legal Description of Eighth Amendment Property
Exhibit C - Land Use Plan
Exhibit DD - Parks and Open Space
Exhibit HH - Community Facilities District Property

2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this Eighth Amendment of the Development Agreement is consistent with the General Plan and the West Roseville Specific Plan.

3. AMENDMENT. This Eighth Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby, the Development Agreement remains in full force and effect.

4. FORM OF AMENDMENT. This Eighth Amendment is executed in two duplicate originals, each of which is deemed to be an original.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Eighth Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2017.

CITY OF ROSEVILLE,
a municipal corporation

VC ROSEVILLE, LLC,
a California limited liability
company

By: _____
Rob Jensen
City Manager

By:  _____
Its: Manager

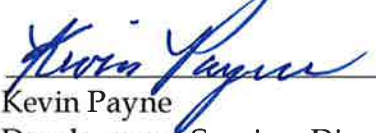
ATTEST:

By: _____
Sonia Orozco
City Clerk

APPROVED AS TO FORM:

By: _____
Robert R. Schmitt
City Attorney

APPROVED AS TO SUBSTANCE:

By:  _____
Kevin Payne
Development Services Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
 County of Placer)
 On 8/2/17 before me, SANDRA LESSARD, NOTARY PUBLIC,
 Date Here Insert Name and Title of the Officer
 personally appeared JEFF JONES
 Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Eighth Amendment of Development Agreement
 Document Date: _____ Number of Pages: 9 + Exhibits
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

Exhibit A 8th Amendment Subject Property

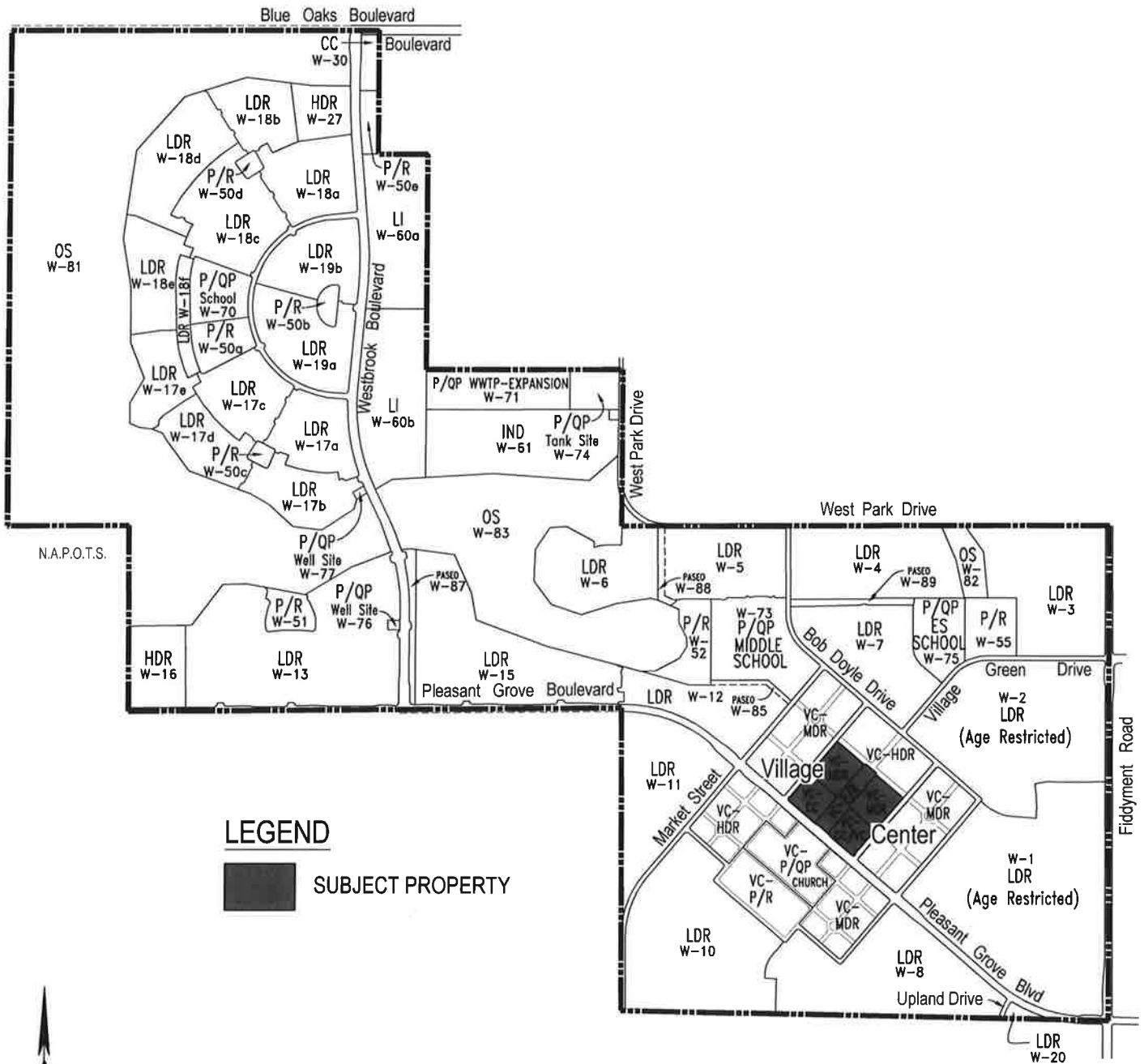


Exhibit B

**Legal Description of
Eighth Amendment Property**

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

Lots 11, 12, and 13, as shown and designated on the map entitled "Westpark Phase 1", filed for record October 21, 2004, in Book AA of Maps at Page 4, Placer County Records.

APN: 017-153-003, 017-153-004, 017-153-005

Land Use Plan



Parks and Open Space



Exhibit HH



COMMUNITY FACILITIES
DISTRICT TAXABLE PROPERTY

COMMUNITY FACILITIES
DISTRICT BOUNDARY



COUNCIL COMMUNICATION

CC #: 8787
File #: 0800-03

Title: Second Reading of Ordinance - Roseville Solar 2.0 - Net Energy Metering
Successor Program
Contact: Philip McAvoy 916-774-5689 pmcavoy@roseville.ca.us

Meeting Date: 9/20/2017
Item #: 6.26.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 5872 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 14.24.020 AND 14.24.051 OF CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC UTILITIES, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Philip McAvoy, Assistant Electric Utility Director

Michelle Bertolilno, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5872

ORDINANCE NO. 5872

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS
14.24.020 AND 14.24.051 OF CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE
MUNICIPAL CODE REGARDING PUBLIC UTILITIES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 14.24.020 of Chapter 14.24 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.24.020 Rate classification.

Rate classifications for sale of service to customers are as follows:

A. The residential rate is the rate charged for service to customers in single-family and multiple-family dwellings for noncommercial use.

B. The general service rates are the rates charged for service to customers engaged in all general service nonresidential activities, whether commercial or noncommercial in nature, and the general service rate classifications are described as follows:

1. Small General Service (GS-1). The GS-1 rate applies to service to customers with metered monthly energy usage less than 8,000 kWh and with metered demand not exceeding 20 kW in a monthly billing period for six or more separate monthly billing periods in the prior calendar year.

2. Medium General Service (GS-2). The GS-2 rate applies to customers with metered monthly energy usage greater than 8,000 kWh or with metered demand greater than 20 kW during six or more monthly billing periods in the prior calendar year, and not greater than 500 kW in six or more separate monthly billing periods in the prior calendar year.

3. Large General Service (GS-3). The GS-3 rate applies to customers with metered demand greater than 500 kW during six or more monthly billing periods in the prior calendar year, and not greater than 1,000 kW in six or more separate monthly billing periods in the prior calendar year.

4. Very Large General Service (GS-4). The GS-4 rate applies to customers with metered demand greater than 1,000 kW during six or more monthly billing periods in the prior calendar year.

C. Solar, Wind, and/or Solar/Wind Hybrid Net Metering Rates. These rates shall apply to all eligible solar, wind, and/or solar/wind hybrid electric generation interconnected in parallel to the city distribution system, meeting all of Roseville Electric's Rule 21 terms and conditions. Failure to satisfy Roseville Electric's Rule 21 terms and conditions will result in the solar, wind, and/or solar/wind hybrid electric generation being deemed ineligible for these rates and may cause the solar, wind, and/or solar/wind hybrid electric generation to be prevented from parallel operation by Roseville Electric. Net metering rates are available on a first come, first served basis until that time when the total installed solar, wind, and/or solar/wind hybrid electric generation net metered generating capacity within the Roseville Electric service territory exceeds the maximum installed kW amount allowable as established by the city pursuant to its policies and state laws.

1. Net Metering Rate 1 (NM-1). The NM-1 rate applies to eligible residential customer-generators and small nonresidential solar customer-generators with a maximum annual demand (kW) of 10 kW or less. The NM-1 rate is available to customers until the total customer net meter installations exceed a five percent (5%) capacity cap, as stated herein. Roseville Electric's five percent (5%) capacity cap will be reached when the total kilowatt (kW) demand of customer installed net meter installations reach five percent (5%) of Roseville Electric's distribution system historical peak demand. Effective October 1, 2018, the NM-1 rate will be closed to new customers without an active solar building permit.

a. NM-1 transition period. Customers eligible for the NM-1 rate shall remain on the NM-1 rate until October 1, 2028, or through a period of twenty (20) years from the last date of interconnection of the eligible renewable energy generation facility, whichever is later. After the NM-1 rate is closed, existing NM-1 customers can expand their existing system by up to ten percent (10%) and remain on the NM-1 rate.

2. Standard Net Metering. Nonresidential customer-generators with a maximum annual demand greater than 10 kW are not eligible for the NM-1 rate. These customer-generators default to the standard net metering procedures as outlined in the Municipal Code and Roseville Electric Rule 21. Standard Net Metering is available to customers until the total customer net meter installations exceed a five percent (5%) capacity cap, as stated herein. Roseville Electric's five percent (5%) capacity cap will be reached when the total kilowatt (kW) demand of customer installed net meter installations reach five percent (5%) of Roseville Electric's distribution system historical peak demand. Effective October 1, 2018, the Standard Net Metering rate will be closed to new customers without an active solar building permit.

a. Standard Net Metering transition period. Customers eligible for Standard Net Metering shall remain on the Standard Net Metering rate until October 1, 2028 or through a period of twenty (20) years from the last date of interconnection of the eligible renewable energy generation facility, whichever is later. After the Standard Net Metering rate is closed, existing Standard Net Metering customers can expand their existing system by up to ten percent (10%) and remain on the Standard Net Metering rate.

3. Roseville Solar 2.0 Rate (RS-2) is applicable to customer-generators with eligible renewable generation such as solar, wind, and/or solar/wind hybrid electric system interconnections of less than one megawatt (1 MW) once the NM-1 rate and Standard Net Metering are closed to new customers as noted above. D. The outdoor lighting rate is the rate charged to customers for service provided to unmetered outdoor lighting facilities, other than facilities for lighting of public streets.

E. The street lighting rate is the rate charged to customers for service provided to unmetered city-owned lights for lighting public streets.

F. The traffic signal rate is the rate charged to customers for service provided to all city-owned traffic signals and associated equipment.

G. Determination of the applicable rate classification as described herein for new customers will be determined by Roseville Electric in accordance with generally accepted engineering standards.

SECTION 2. Section 14.24.051 of Chapter 14.24 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.24.051 Customer-owned solar and wind electric generation rates.

A. Net Metering Rate. For solar, wind, and/or solar/wind hybrid electric generation located on the premises of the end user customer-generator, where the customer-generator's own electricity demand is located, interconnected behind the electric meter of record:

1. Net metering is available for solar, wind, and/or solar/wind hybrid electric generation systems, where the generating system meets no more than 100 percent of the customer-generator's annual energy (kWh) usage but is less than or equal to 1,000 kW, as defined in Roseville Electric Rule 21 standards for interconnection.

2. The solar and/or wind electric generating system must operate in parallel with the city's electric utility system, and designed to offset part of but no more than 100 percent of the customer-generator's meter of record total annual kilowatt-hour electric load.

3. All eligible customer-generators receiving service under net metering rates shall pay all applicable electric monthly basic service charges and other charges identified by state law and/or city ordinance as a mandatory charge according to the terms and conditions of the rate which the customer-generator would be assigned to, or be eligible for, if the customer-generator was not an eligible customer-generator over a normal billing cycle.

4. The net metering solar, wind, and/or solar/wind hybrid electric generation rate on billings shall be as follows:

a. For all net metering customer-generators, any net surplus kilowatt-hours generated during the previous billing cycle shall be carried over to the following billing period as a monetary value, calculated according to the customer-generator's applicable rate based energy charge. Net credit values will be offset by future energy charges or will appear as a net dollar based surplus energy value at the end of the customer-generator's annual period.

b. For eligible NM-1 customer-generators who are net generators at the end of their annual period, the net energy surplus compensation rate shall be applied to any net surplus kWh remaining.

c. Eligible customer-generators will receive compensation for the annual surplus as a credit applied toward the next annual period, unless the customer elects to receive surplus compensation by check.

5. For all other net metering customer-generators, any monetary credits associated with net annual energy surplus generation at the end of the customer-generator's annual period shall have no value.

6. All net metering customer generators will receive annualized billing, with any monthly credits valued at the applicable tariff energy value.

7. For energy payments due within any monthly billing period where an amount, or net amount, is due for energy consumption:

a. NM-1 Net Metering Rate with Surplus. The customer-generator has the option to pay any amount due for net energy consumption, or defer payment for net energy consumption until the end of the annual period, or cessation of city provided electric service.

b. All Other Net Metering Customers. The customer-generator must pay any amount due for net energy consumption upon receipt of the monthly bill.

8. Net Metering Rate with Surplus (NM-1). The NM-1 rate applies to residential customer-generators and small non-residential customer-generators with a maximum yearly demand (kW) of 10 kW or less. Annual net surplus kWh for these eligible customer-generators

shall be valued using the net surplus energy compensation rate. Effective on electric service utility billings generated on or after:

- a. January 1, 2016, the net surplus energy compensation rate shall be \$0.0982 per kWh energy charge.
- b. January 1, 2017, the net surplus energy compensation rate shall be \$0.0931 per kWh energy charge.

B. Roseville Solar 2.0 Rate. For eligible renewable generation such as solar, wind, and/or solar/wind hybrid electric located on the premises of the end user customer-generator, where the customer-generator's own electricity demand is located, interconnected behind the electric meter of record:

1. Roseville Solar 2.0 is available where the generating system meets no more than 100 percent (100%) of the customer-generator's annual energy (kWh) usage but is less than or equal to 1,000 kW, as defined in Roseville Electric Rule 21 standards for interconnection.

2. The generating system must operate in parallel with the city's electric utility system, and be designed to offset part of, but no more than 100 percent (100%), of the customer-generator's meter of record total annual kilowatt-hour electric load.

3. All eligible customer-generators receiving service under the Roseville Solar 2.0 rate shall pay all applicable electric monthly basic service charges and other charges identified by state law and/or city ordinance as a mandatory charge according to the terms and conditions of the rate which the customer-generator would be assigned to, or be eligible for, if the customer-generator was not an eligible customer-generator over a normal billing cycle.

4. The Roseville Solar 2.0 rate on billings shall be as follows:

a. All energy (kWh) delivered and received after the customer-generator serves its own instantaneous load shall be measured by a multi-register meter.

b. The customer-generator will be billed consumption charges for the energy delivered to the customer by Roseville Electric Utility, based on the customer's applicable rate.

c. In the event the energy generated by the customer exceeds the energy consumed, Roseville Electric Utility will receive that energy and the customer will receive a credit which shall be compensated at the Surplus Energy Compensation rate.

d. The customer-generator must pay any amount due for energy consumption upon receipt of the monthly bill.

5. Roseville Solar 2.0 Rate. The Roseville Solar 2.0 Rate applies to eligible customer-generators. Monthly customer generated kWh received by the utility shall be compensated at the Surplus Energy Compensation Rate:

a. The Surplus Energy Compensation Rate shall be \$0.0598 per kWh. This rate is subject to revision by the City Council as energy prices and system requirements change.

C. For customer-generators where the generating system is over 1,000 kW, the Surplus Energy Compensation Rate will be determined on a case by case basis.

D. The customer must comply with conditions and terms set forth by the city and Roseville Electric Rule 21 requirements for safe and efficient interconnection with the city's electrical system.

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 4. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 8767
File #: 0400-07

Title: Westpark - Phase 1 Village Center Parcel Map
Contact: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 9/20/2017
Item #: 6.27.

RECOMMENDATION TO COUNCIL

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

1. Approve the parcel map on file with the City Clerk and accept on behalf of the public the rights of way and easements offered thereon, but reject at this time on behalf of the public the irrevocable offer of Parcel A, and approve the abandonment of the rights of way and easements listed thereon.

BACKGROUND

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

This map will be creating four parcels for future development and one park parcel.

FISCAL IMPACT

No fiscal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This parcel map is consistent with California Environmental Quality Act (CEQA) Guidelines Section 15164, regarding a previously certified and adopted Environmental Impact Report (EIR), an Addendum to the WRSP EIR (SCH #2002082057, certified January 9, 2004) was prepared

for the Village Center Rezone project and considered by the Planning Commission relative to the approved Tentative Parcel Map at their meeting of July 27, 2017.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Westpark Phase 1 Parcel Map

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "WESTPARK - PHASE 1 - VILLAGE CENTER" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

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

- (A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

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

- (A) AN EASEMENT FOR CONSTRUCTION, INSTALLATION, IMPROVEMENT, AND INSPECTION, PUBLIC RIGHT-OF-WAY, SERVICES, UTILITIES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIP OF LAND AS SHOWN HEREON AND DESIGNATED "T.C.E. 1 AND T.C.E. 2" (TEMPORARY / CONSTRUCTION EASEMENT). SEE NOTES 6 AND 7 ON SHEET 2.

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

- (A) AS PUBLIC RIGHT OF WAY (INCLUDING IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS MAYHILL DRIVE, PLEASANT GROVE BOULEVARD, VILLAGE PLAZA DRIVE AND VILLAGE CENTER DRIVE.

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

- (A) PARCEL A SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A PUBLIC PARK.

VC ROSEVILLE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
JEFF JONES
ITS MANAGER

NOTARY'S ACKNOWLEDGMENT

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

STATE OF _____ }
COUNTY OF _____ } SS

ON THE _____ DAY OF _____, 2017, BEFORE ME, _____
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED,

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

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

WITNESS MY HAND: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "WESTPARK - PHASE 1 - VILLAGE CENTER" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF VC ROSEVILLE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN MARCH 2017. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE PARCEL MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2019 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

CRAIG E. SPIESS, PLS 7944
EXPIRATION DATE: DECEMBER 31, 2017

DATE: _____



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP OF "WESTPARK - PHASE 1 - VILLAGE CENTER" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE PARCEL MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2018

I HEREBY STATE THAT I AM SATISFIED WITH THIS PARCEL MAP OF "WESTPARK - PHASE 1 - VILLAGE CENTER" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: _____
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2017



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS PARCEL MAP OF "WESTPARK - PHASE 1 - VILLAGE CENTER", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION, BUT HAS REJECTED IT THIS TIME BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE THE IRREVOCABLE OFFER OF PARCEL A IN ACCORDANCE WITH THE TERMS OF THAT OFFER. THE CITY COUNCIL DOES ALSO HEREBY APPROVE THE RIGHT OF WAY AND EASEMENT ABANDONMENTS LISTED HEREON WITHIN NOTE 8 ON SHEET 2.

CITY CLERK, CITY OF ROSEVILLE
DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2017, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

DOCUMENT NO.: _____
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA
BY: _____ FEE: \$ _____
DEPUTY

PARCEL MAP
WESTPARK - PHASE 1
VILLAGE CENTER
SUBDIVISION No. PL17-0058

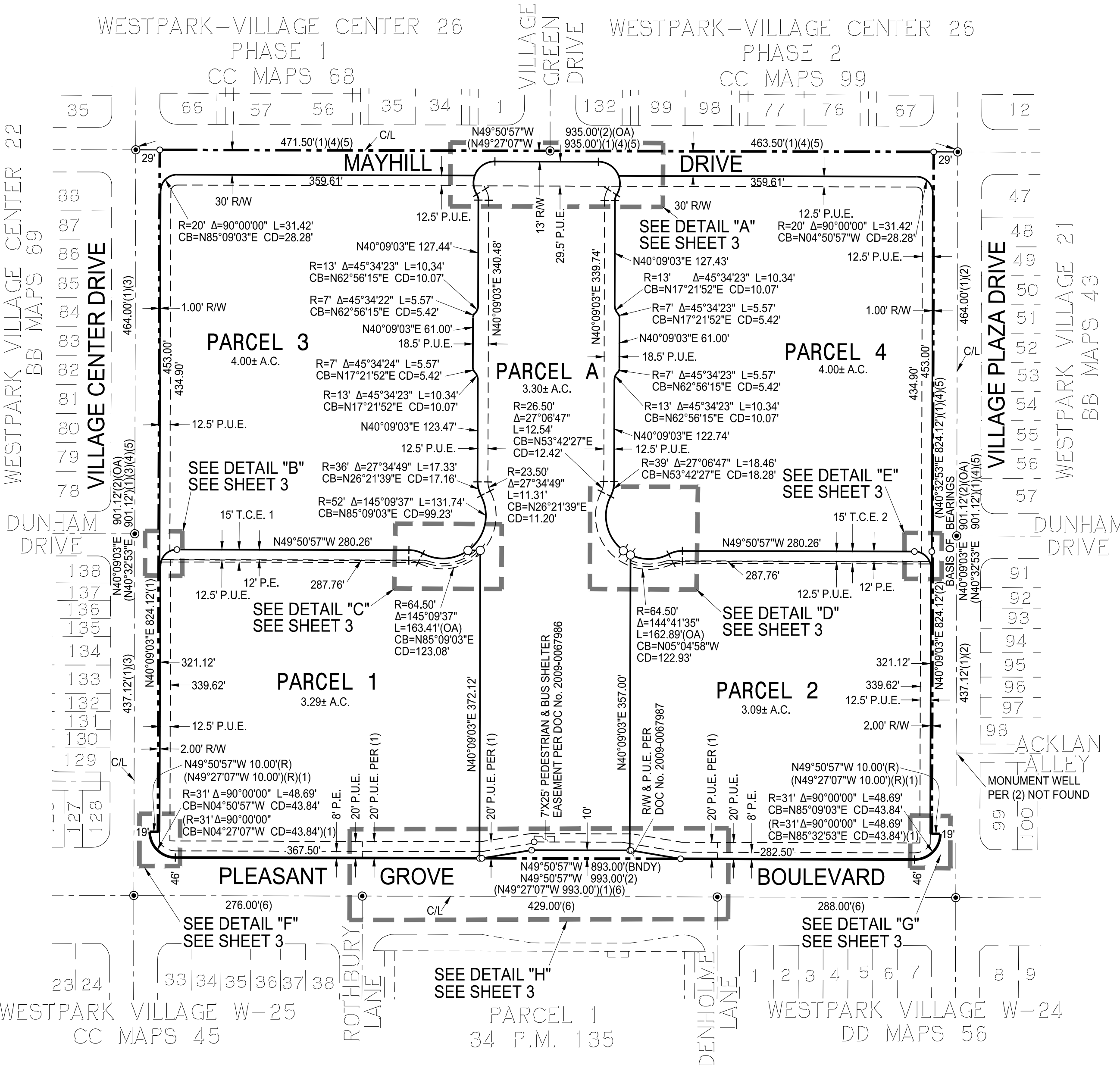
BEING A MERGER AND RE-SUBDIVISION OF LOTS 11, 12 & 13 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTPARK - PHASE 1 LARGE LOT SUBDIVISION" FILED FOR RECORD ON OCTOBER 21 2004, IN BOOK AA OF MAPS AT PAGE 4, PLACER COUNTY RECORDS, SECTION 25, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

SEPTEMBER 2017

Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 1 OF 3 18424.TCO



NOTES:

- TOTAL AREA OF THIS PARCEL MAP IS 18.36± ACRES +/-, GROSS, CONSISTING OF 4 PARCELS FOR FUTURE DEVELOPMENT & 1 PUBLIC PARK PARCEL.
- ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
- A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE-KUHL AND ASSOCIATES DATED AUGUST 12, 2005 WKA NO. 5824.08 AND IS ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE NO. 308-656.
- ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 7944" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE UNLESS OTHERWISE NOTED.
- ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 7944".
- T.C.E. 1 SHALL BE IN FAVOR OF PARCEL 3 AS SHOWN HEREON. SAID EASEMENT SHALL BE TERMINATED UPON ACCEPTANCE BY THE CITY OF ROSEVILLE.
- T.C.E. 2 SHALL BE IN FAVOR OF PARCEL 4 AS SHOWN HEREON. SAID EASEMENT SHALL BE TERMINATED UPON ACCEPTANCE BY THE CITY OF ROSEVILLE.
- PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON, ARE HEREBY MERGED AND RESUBDIVIDED AND THE FOLLOWING EASEMENTS AND RIGHTS-OF-WAY NOT DEPICTED HEREON ARE HEREBY ABANDONED:
 - THE 18 FOOT WIDE PEDESTRIAN EASEMENT AND PUBLIC UTILITY EASEMENT OVER LOTS 11 AND 13 DEDICATED WITH THAT CERTAIN FINAL MAP ENTITLED "WESTPARK-PHASE 1 LARGE LOT SUBDIVISION", FILED FOR RECORD ON OCTOBER 21, 2004 IN BOOK AA OF MAPS, AT PAGE 4, PLACER COUNTY RECORDS.
 - THE 31 FOOT WIDE ROAD RIGHT-OF-WAY & PUBLIC UTILITY EASEMENT AS DEDICATED IN THAT CERTAIN GRANT OF EASEMENT RECORDED IN DOCUMENT No. 2007-0062597, OFFICIAL RECORDS OF PLACER COUNTY.
- THE NON-RESIDENTIAL PROPERTY OWNERS WITHIN THIS SUBDIVISION (PARCELS 1 & 2) SHALL AGREE TO PARTICIPATE IN A TRANSPORTATION SYSTEMS MANAGEMENT (TSM) PLAN AND SHALL ENTER INTO A TRANSPORTATION MANAGEMENT AGREEMENT WITH THE CITY OF ROSEVILLE.

LEGEND

- FOUND 1-1/2" BRASS DISC WITH PUNCH MARK IN MONUMENT WELL - NOT STAMPED
- ⊗ SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 7944"
- DIMENSION POINT (NOTHING FOUND OR SET)
- AC± ACRES
- BNDY BOUNDARY
- CB CHORD BEARING
- CD CHORD DISTANCE
- C/L CENTERLINE
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- (OA) OVERALL
- P.E. PEDESTRIAN EASEMENT
- P.M. PARCEL MAP
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- R/W RIGHT-OF-WAY
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT
- () DENOTES RECORD INFORMATION
- BOUNDARY

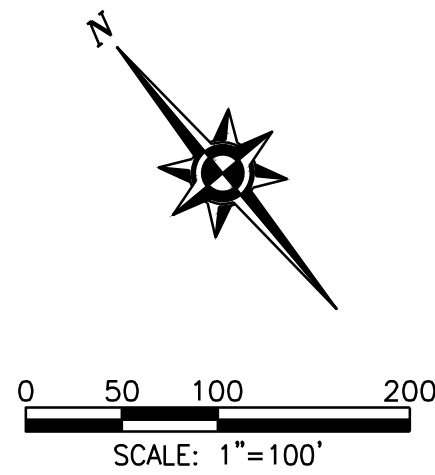
BASIS OF BEARINGS:

THE BEARING N 40°09'03" E, AS SHOWN BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF VILLAGE PLAZA DRIVE AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTPARK VILLAGE 21" FILED FOR RECORD ON NOVEMBER 9, 2006, IN BOOK BB OF MAPS, AT PAGE 43, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

- (1) AA MAPS 4
- (2) BB MAPS 43
- (3) BB MAPS 69
- (4) CC MAPS 68
- (5) CC MAPS 99
- (6) 34 P.M. 135

PARCEL #	T.M.P. PLAN #
PARCEL 1	W-32
PARCEL 2	W-33
PARCEL 3	W-28
PARCEL 4	W-29
PARCEL A	W-54



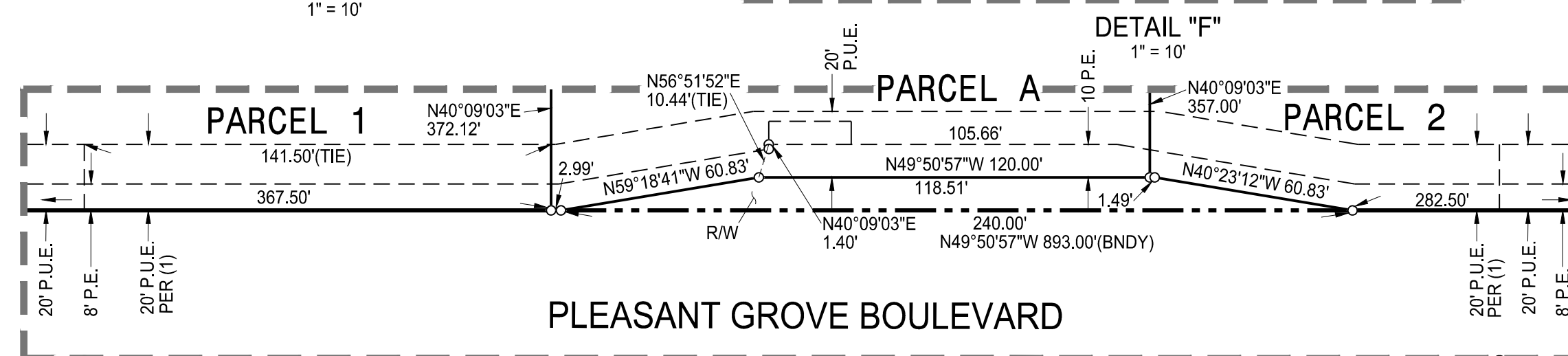
PARCEL MAP
WESTPARK - PHASE 1
VILLAGE CENTER
SUBDIVISION No. PL17-0058

BEING A MERGER AND RE-SUBDIVISION OF LOTS 11, 12 & 13 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTPARK - PHASE 1 LARGE LOT SUBDIVISION" FILED FOR RECORD ON OCTOBER 21 2004, IN BOOK AA OF MAPS AT PAGE 4, PLACER COUNTY RECORDS, SECTION 25, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

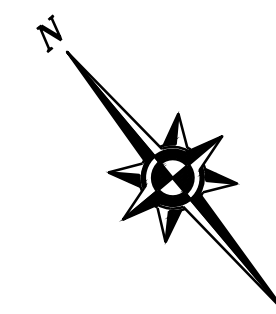
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SEPTEMBER 2017

Mackay & Soms
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189



#	BEARING	LENGTH
L1	N49°50'57"W	14.84'
L2	N40°09'03"E	3.72'



PARCEL MAP
WESTPARK - PHASE 1
VILLAGE CENTER
SUBDIVISION No. PL17-0058

BEING A MERGER AND RE-SUBDIVISION OF LOTS 11, 12 & 13 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTPARK - PHASE 1 LARGE LOT SUBDIVISION" FILED FOR RECORD ON OCTOBER 21 2004, IN BOOK AA OF MAPS AT PAGE 4, PLACER COUNTY RECORDS, SECTION 25, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

SEPTEMBER 2017

SHEET 3 OF 3 18424.TCO

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



COUNCIL COMMUNICATION

CC #: 8785
File #: 0102-10

Title: Resolution of Commendation to Family Green Survival
Contact: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

Meeting Date: 9/20/2017
Item #: 6.28.

RECOMMENDATION TO COUNCIL

Recommend the community commend Family Green Survival and support the Imaginary Diet and consider dieting for a higher cause, a worthy community program to end hunger.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Marissa Ramos, Deputy City Clerk

Sonia Orozco, City Clerk

A handwritten signature in blue ink, likely belonging to Sonia Orozco, the City Clerk.

Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution of Commendation and Appreciation to Family Green Survival

City of Roseville

RESOLUTION

of

COMMENDATION AND APPRECIATION

WHEREAS, Family Green Survival is a dedicated non-profit charitable organization with a mission to end hunger; and

WHEREAS, As one in seven Americans face food insecurity resulting in malnutrition, obesity, diabetes, and heart disease, Family Green Survival strives with empathy and commitment to help the under-served population; and

WHEREAS, through donations with the help of food banks, community service organizations, college university food pantries, and deliveries of programs to encourage nutritional education, smart food shopping, and healthy cooking, Family Green Survival supports the community; and

WHEREAS, each dollar donated helps to provide two BagOfLife servings to those facing hunger through support of the Placer Food Bank and The Gathering Inn Roseville; and

WHEREAS, Imaginary Diet is based on the fact that the brain has difficulty discerning between real and imaginary events, and treats both in the same manner; and

WHEREAS, replacing the eating of real food with imaginary food can result in the feeling that real food has been eaten; and

WHEREAS, The Imaginary Diet is dieting for a higher cause as the money saved enables lives to be saved through donations that provide BagOfLife meals to those facing hunger; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that the community support THE IMAGINARY DIET and consider dieting for a higher cause, a worthy community program to end hunger.

SIGNED AND APPROVED this 20th day of September, 2017.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 8789
File #: 0102-10

Title: Resolution of Commendation to Aegis Treatment Centers
Contact: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

Meeting Date: 9/20/2017
Item #: 6.29.

RECOMMENDATION TO COUNCIL

Recommend that Aegis Treatment Centers be commended for their dedication to the fight against opioid addiction and their commitment to successfully contributing to the recovery of a national crisis.

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 to Aegis Treatment Centers

City of Roseville

RESOLUTION

of

COMMENDATION

WHEREAS, the current opioid epidemic is the worst drug crisis in American history and accounted for 33,000 deaths in 2015; and

WHEREAS, addiction is the disease that touches many communities big and small, urban and rural, and devastates families, all while straining the capacity of law enforcement and the health care system; and

WHEREAS, since 1998 Aegis Treatment Centers has been at the forefront of opioid addiction treatment; and

WHEREAS, Aegis Treatment Centers is the largest opioid treatment provider in California and treats more than 9,200 patients a day for opioid addiction; and

WHEREAS, Aegis Treatment Centers has one of the nation's highest rates of clinical success with over 80% of patients drug free after their first 90 day treatment.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that Aegis Treatment Centers be commended for their dedication to the fight against opioid addiction and their commitment to successfully contributing to the recovery of a national crisis.

SIGNED AND APPROVED this 20th day of September, 2017.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC#: 8782

File#: 1003

Title: 401 Oak Street - Purchase and Sale Agreement Amendment

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

Meeting Date: 9/20/2017

Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a Resolution:

1. Authorizing the City Manager to execute the Second Amendment to Purchase and Sale Agreement between the University Development Foundation (UDF) and the City of Roseville for the sale of 401 Oak Street and adjacent properties thereto, see Attachment A
2. Authorizing staff from the Economic Development Department, or the title company upon such staff's approval, to update the form of the Ancillary Agreements (as defined below) which are attached to the Second Amendment to include appropriate dates, exhibits, assessor parcel numbers, and references to the Second Amendment; and
3. Authorizing the City Manager to execute the Ancillary Agreements.

BACKGROUND

In November 2016, the City Council approved a determination of surplus property for 401 Oak Street and a notice of intent to sell property. Pursuance to Government Code § 54222, the City of Roseville provided notice of surplus property for sale for a 60 day period. Mailed notification was provided to the housing authority, school facilities, and parks and recreation department. All qualified entities responded with no interest in acquiring the property.

On March 15, 2017, the City Council approved a purchase and sale agreement between the City of Roseville and the University Development Foundation (UDF) for the sale of 401 Oak Street properties for purposes of a private postsecondary (graduate) education facility. The purchase and sale agreement was contingent upon successful negotiations between the UDF and City on required agreements.

On June 7, 2017, the City Council approved a first amendment to the purchase and sale agreement extending the feasibility period to September 29, 2017. The purpose of the extension was to allow for additional time needed to complete the due diligence, inspections, and required documents/agreements.

At this time staff is asking for approval of a second amendment to the purchase and sale agreement extending the feasibility period to December 31, 2017 in order to accommodate the

completion and recordation of the final map needed for the creation of legal lots required for property sale and escrow. Please see Attachment A. In addition to the extension of the feasibility period, the second amendment requests approval in form of the required agreements as follows:

- **Property Reconfiguration:** The 401 Oak Street properties are being reconfigured to create six developable lots and four miscellaneous lots. The miscellaneous lots are primarily for right of way, the creek and ice house bridge. A private easement for the installation and maintenance of storm water drainage systems consisting of surface and subsurface systems on, over, under and across Parcels 1 through 5 is being recorded. The draft of the final map for the Oak Street properties (the reconfigured property) is attached hereto as Attachment B. The second amendment approves the reconfigured property description.
- **Approves the Form of the Parking and Access Easement Agreement:** The Parking and Access Easement Agreement will grant the City public parking and pedestrian access to 39 parking stalls adjacent to the library property over portion of Assessor Parcel Numbers 013-131-003, 013-131-004, 013-131-005 and 013-131-006 (Proposed Lot 1), for the benefit of the library property. This easement shall be for a period of five (5) years or upon such time that UDF obtains approvals and/or permits to build a structure on the parking lot next to the library. The second amendment approves the form of the Parking and Access Easement Agreement.
- **Approves the Form of a Memorandum of Agreement:** The original purchase and sale agreement gave the City the right to repurchase the properties in the event that UDF fails to expend certain minimum funds on improvements within twenty-four (24) months. This repurchase right extends for twenty-six months following UDF's acquisition of the properties. The original agreement also gave the City the right of first refusal to repurchase the properties for a period of five (5) years following UDF's acquisition in the event UDF attempts to sell the properties. The purpose of these City rights is to ensure that the properties are used for the intended purpose of a private postsecondary (graduate) education facility. The Memorandum of Agreement memorializes these rights in a recorded document and the second amendment approves the form of the Memorandum of Agreement.
- **Approves the Form of the Temporary Construction Easement Agreement:** UDF is giving the City a temporary construction easement over portions of the 401 Oak Street properties, specifically Assessor Parcel Numbers 013-131-002 and 013-131-003 (Proposed Lot 3). The purpose of this easement is to allow for construction of the planned public pedestrian bridge and related facilities and structures and public utilities, as identified by the Downtown Specific Plan. This easement shall be for a period of five (5) years. The second amendment approves the form of the Temporary Construction Easement Agreement.
- **Approves the Form of the Declaration of Restrictions:** A Declaration of Restrictions will be recorded on the property addressed as 401 Oak Street restricting use of part of the structure below a base flood elevation of 145 feet (Proposed Lot 2). This declaration is required by the Roseville Municipal Code. The second amendment approves the form of the Declaration of Restrictions.
- **Approves the Execution and Delivery of Ancillary Agreements:** The Parking and Access Easement Agreement, the Memorandum of Agreement, the Temporary Construction Easement Agreement, and the Declaration of Restrictions are collectively referred to as the "Ancillary Agreements." These Ancillary Agreements will not be executed

until the close of escrow, expected to occur between April and August of 2018. Due to fact that the final map has not yet been approved and recorded, and because the date for the close of escrow has not yet been determined, it will be necessary to update these Ancillary Agreements once the date of the closing is determined to include insertion of appropriate dates, attachment of appropriate exhibits, updated assessor parcel numbers, and to include references to the execution of the second amendment. In the second amendment, the parties acknowledge and agree to these minor changes to the Ancillary Agreements and agree to make those changes without the need for further amendments to the purchase and sale agreement. As part of this action, staff is asking for authorization to make these minor non-substantive changes, or to have the title company make such changes upon staff's consent.

- **Adds in Indemnification for Surplus Land Act Violations:** The second amendment includes an indemnification clause requiring the City to indemnify, defend and hold UDF harmless from any direct or third party claims resulting from alleged violations of the Surplus Land Act, a state law which governs the disposition of surplus property. Compliance with the Surplus Land Act rests entirely with the City and not third parties such as UDF.

FISCAL IMPACT

The Economic Development Department requests that the City Council approve the Second Amendment to the Purchase and Sale Agreement for properties located at and adjacent to 401 Oak Street for purposes of a postsecondary graduate college within the City of Roseville. This second amendment approves in form Ancillary Agreements that are consistent with the feasibility requirements of the original purchase and sale agreement. This second amendment also modifies the feasibility period to coincide with formal recordation of the final map. There are no costs or fiscal impacts associated with this request.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval of the Second Amendment to the Purchase and Sale Agreement itself will not have a direct impact on economic development or job creation. However, future utilization of the site as a postsecondary education facility will bring higher education to the City of Roseville and generate significant economic benefit and job creation.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Approval of the Second Amendment to the Purchase and Sale Agreement itself does not include the potential for a significant effect and therefore is not subject to CEQA.

Respectfully Submitted,

Laura Matteoli, Economic Development Manager

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-418

2nd Amendment to Purchase and Sale Agreement

Oak Street Properties Draft Final Map

RESOLUTION NO. 17-418

APPROVING A SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND UNIVERSITY DEVELOPMENT FOUNDATION, AUTHORIZING ECONOMIC DEVELOPMENT STAFF OR THE TITLE COMPANY UPON STAFF APPROVAL, TO UPDATE THE FORM OF THE ANCILLARY AGREEMENTS ATTACHED TO THE SECOND AMENDMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT AS WELL AS ALL APPROVED ANCILLARY AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the City Council previously approved the determination of surplus property for 2.09 acres of real property located at and adjacent to 401 Oak Street, as well as the purchase and sale agreement and the first amendment to said agreement; and

WHEREAS, staff is recommending approval of a second amendment for the purpose of extending the feasibility period to December 31, 2017 in order to accommodate the completion and recordation of the final map needed for the creation of legal lots required for property sale and escrow; and

WHEREAS, in addition to the extension of the feasibility period, the second amendment requests approval in form of these required agreements (ancillary agreements):

- Parking and access easement agreement;
- Memorandum of agreement;
- Temporary construction easement agreement; and
- Declaration of restrictions;

WHEREAS, staff is recommending that Economic Development staff or the title company with staff's approval, update the form of the ancillary agreements after recordation of the final map and once the date of the closing is determined; and

WHEREAS, a second amendment to purchase and sale agreement and the ancillary agreements, by and between the City of Roseville and University Development Foundation, have been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that Economic Development staff or the title company with staff's approval, are hereby authorized to update the ancillary agreements to the second amendment of the purchase and sale agreement as to form;

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the approved ancillary agreements on behalf of the City of Roseville once they are approved as to form.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "**Amendment**") is dated for reference purposes only as of September 20, 2017, by and between UNIVERSITY DEVELOPMENT FOUNDATION, a non-profit public benefit corporation formed under the laws of the District of Columbia ("**Buyer**"), and THE CITY OF ROSEVILLE, a municipal corporation ("**Seller**").

RECITALS:

WHEREAS, Buyer and Seller entered into that certain Purchase and Sale Agreement dated as of March 15, 2017 (the "**Original Purchase Agreement**") whereby Buyer acquired the right to purchase from Seller certain real property consisting of approximately 2.09 acres located in the City of Roseville, Placer County, State of California, as more particularly described in the Original Purchase Agreement;

WHEREAS, Buyer and Seller entered into that certain First Amendment To Purchase and Sale Agreement dated as of June 7, 2017 (the "**First Amendment**") which amended certain terms and conditions of the Original Purchase Agreement (the Original Purchase Agreement as amended by the First Amendment shall be referenced herein as the "**Purchase Agreement**"); and

WHEREAS, Buyer and Seller desire to further amend the Purchase Agreement to modify certain terms and conditions of the Purchase Agreement, all as set forth hereinbelow.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Recitals; Defined Terms; Effective Date.** The foregoing recitals are true and are incorporated herein by this reference as though set forth in full. Unless otherwise expressly defined herein, all initially-capitalized terms used herein shall have the meanings ascribed to them in the Purchase Agreement. For purposes of this Amendment, the date on which the last party executes this Amendment and delivers it to the other party shall hereinafter be referred to as the "**Effective Date.**"
2. **Feasibility Period.** Section 5.3.A of the Purchase Agreement is hereby modified to provide that the Feasibility Period shall expire on 5:00 p.m. on December 31, 2017.
3. **Property Reconfiguration.** Pursuant to Section 5.15 of the Purchase Agreement, Buyer and Seller have agreed upon the Property Reconfiguration (as defined in the Purchase Agreement). Buyer and Seller hereby agree that the "**Property**" as defined in the Purchase Agreement is hereby modified to be that certain real property described as Lots 1, 2 and 3 as shown on the map attached hereto as Exhibit A (the "**Reconfigured Property Description**"). Buyer and Seller further acknowledge and agree that the Reconfigured Property Description replaces in all respects the description of the Property that was described and depicted on Exhibit A and Exhibit B, respectively, of the Original Purchase Agreement.

4. **Approval of Form of Parking and Access Easement Agreement.** Pursuant to Section 5.6 of the Purchase Agreement, Buyer and Seller hereby agree upon the form of the Parking and Access Easement Agreement as being the form attached hereto as Exhibit B. From and after the Effective Date, Exhibit B attached hereto shall be deemed attached to the Purchase Agreement as Exhibit C thereto.

5. **Approval of Form of Memorandum of Agreement.** Pursuant to Section 5.8 of the Purchase Agreement, Buyer and Seller hereby agree upon the form of the Memorandum of Agreement as being the form attached hereto as Exhibit C. From and after the Effective Date, Exhibit C attached hereto shall be deemed attached to the Purchase Agreement as Exhibit E thereto.

6. **Approval of Form of Temporary Construction Easement (TCE).** Pursuant to Section 5.9 of the Purchase Agreement, Buyer and Seller hereby agree upon the form of the TCE as being the form attached hereto as Exhibit D. From and after the Effective Date, Exhibit D attached hereto shall be deemed attached to the Purchase Agreement as Exhibit F thereto.

7. **Approval of Declaration of Use Restriction.** Pursuant to Section 5.10 of the Purchase Agreement, Buyer and Seller hereby agree upon the form of the Declaration of Use Restriction as being the form attached hereto as Exhibit E. From and after the Effective Date, Exhibit E attached hereto shall be deemed attached to the Purchase Agreement as Exhibit G thereto.

8. **Execution and Delivery of Ancillary Agreements.** For purposes of this Amendment, the Parking and Access Easement Agreement, the Memorandum of Agreement, the TCE, and the Declaration of Use Restriction, all as referenced above, shall be collectively referenced herein as the “**Ancillary Agreements.**” While Buyer and Seller hereby agree upon the form of the Ancillary Agreements pursuant to this Amendment, Buyer and Seller acknowledge and agree that there will be minor modifications required for each prior to the parties’ execution and delivery of same for the Closing. Thus, Seller and Buyer agree that without the need for any further amendment to the Purchase Agreement the forms of the Ancillary Agreements will be updated and completed in connection with their preparation and execution for the Closing which updates shall include the insertion of appropriate dates in blanks once the date of the Closing is determined, the attachment of appropriate exhibits thereto once the Map Act Compliance is obtained, the updating of assessor parcel number references following Map Act Compliance, and referencing the execution of this Amendment, with all such modifications to be in a manner consistent with the terms and conditions of the Purchase Agreement as amended hereby.

9. **Seller Indemnification.** Section 12 of the Purchase Agreement is hereby revised in its entirety to read as follows:

12. Seller Indemnification.

12.1 Seller Indemnification for Environmental Conditions and Hazardous Materials. Except for Buyer’s required contributions for Remediation Costs pursuant to Section 11 above, Seller shall indemnify, defend and hold Buyer harmless from and against any and all direct or third party claims, demands, actions, liabilities, costs, expenses (including reasonable court costs and attorneys’ fees), damages, losses, penalties, fines and obligations of any nature arising from, relating to, or as a result of (i) the Environmental Condition, or (ii) the presence of any other Hazardous

Materials on or below the surface of the Property in existence thereon prior to the Closing.

12.2 Seller Indemnification for Surplus Land Act Violations. Seller shall indemnify, defend and hold Buyer harmless from and against any and all direct or third party claims, demands, actions, liabilities, costs, expenses (including reasonable court costs and attorneys' fees), damages, losses, penalties, fines and obligations of any nature arising from, relating to, or as a result of any violations or alleged violations of the Surplus Land Act, Government Code Section 54220 *et seq.*, in connection with the sale of the Property to Buyer as contemplated herein. Notwithstanding the foregoing, Seller's indemnification obligation pursuant to this Section 12.2 is exclusive of Buyer's attorneys' fees in the event Buyer retains its own independent legal counsel.

12.3 Survival after Closing. The provisions of this Section 12 shall survive the Closing and the recordation of the Grant Deed.

10. **Conflict.** This Amendment is and shall be construed as a part of the Purchase Agreement. In case of any inconsistency between this Amendment and the Purchase Agreement, the provisions containing such inconsistency shall first be reconciled with one another to the maximum extent possible and, then to the extent of any remaining inconsistency, the terms of this Amendment shall be controlling.

11. **Ratification.** All terms and provisions of the Purchase Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect.

12. **Counterparts; Authority.** The parties agree that this Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The parties further represent and warrant that each natural person who is executing this Amendment on its behalf has the full power and authority to execute this Amendment and to bind it to the terms hereof.

(Signatures follow on next page)

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

SELLER:

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

BUYER:

UNIVERSITY DEVELOPMENT FOUNDATION,,
a non-profit public benefit corporation,

BY: _____
Its: Kyrillos Tsolopoulos
President/CEO

BY: _____
Its: Mark Enes
Treasurer

EXHIBIT A

Map Depicting Reconfigured Property Description

(See Attached)

OWNERS STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORDED TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE DISTINCTIVE BOUNDARY SHOWN UPON THIS FINAL MAP OF ROSEVILLE FIRE STATION AND THEY HEREBY OFFER FOR DEDICATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO PARTICULAR PURPOSES THE FOLLOWING:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTRIC, TELEPHONE, CABLE, GAS, WATER AND DRAINAGE, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND AS SHOWN HEREON AND DESIGNATED "PUE" (PUBLIC UTILITY EASEMENT)

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED FOR PUBLIC PURPOSES.

(A) AS RIGHTS OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS TAYLOR STREET AND GOPHER CULCH ALLEY, AND LOTS A, C, & D.

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

(A) LOT B FOR THE PURPOSES OF A PARK.

CITY OF ROSEVILLE

BY: _____
XXX, CITY OF ROSEVILLE

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF PLACER) SS

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

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

NOTARY SIGNATURE _____ PRINT NOTARY'S NAME _____

MY PRINCIPLE PLACE OF BUSINESS IS _____

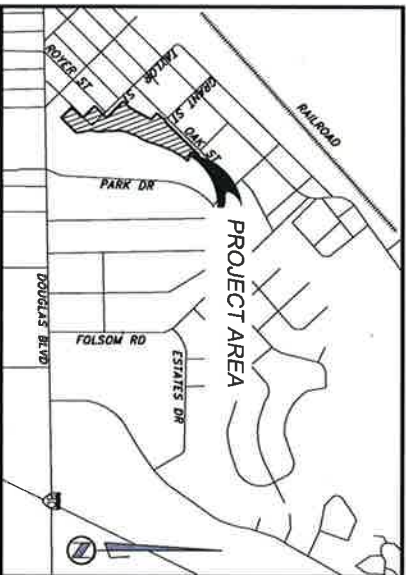
COMMISSION NO. _____

MY COMMISSION EXPIRES _____

FINAL MAP OF

ROSEVILLE FIRE STATION SUBDIVISION NO. XXXX

BEING A PORTION OF SECTION 2,
TOWNSHIP 10 NORTH, RANGE 6 EAST, M.D.B. 8M,
COUNTY OF PLACER, STATE OF CALIFORNIA
AUGUST, 2017



VICINITY MAP
NTS

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE CITY OF ROSEVILLE. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE CITY OF CALIFORNIA SURVEYING BOARD'S STANDARDS AND PRACTICES. THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS SUBDIVISION MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.



MARK THOMAS
7600 FOLSOM BLVD, SUITE 203
SACRAMENTO, CA 95826
BRANDON BENTON, LS 8679

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF ROSEVILLE FIRE STATION AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES 09/30/2018

DATE _____

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF ROSEVILLE FIRE STATION, AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE RIGHTS-OF-WAY AND EASEMENTS HEREON OFFERED FOR DEDICATION.

SONIA OROZCO
CITY CLERK, CITY OF ROSEVILLE

DATE _____

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2017, AT _____ M.
IN BOOK _____ OF MAPS, AT PAGE _____ IN
THE OFFICE OF THE PLACER COUNTY RECORDER AT THE
REQUEST OF THE CITY OF ROSEVILLE

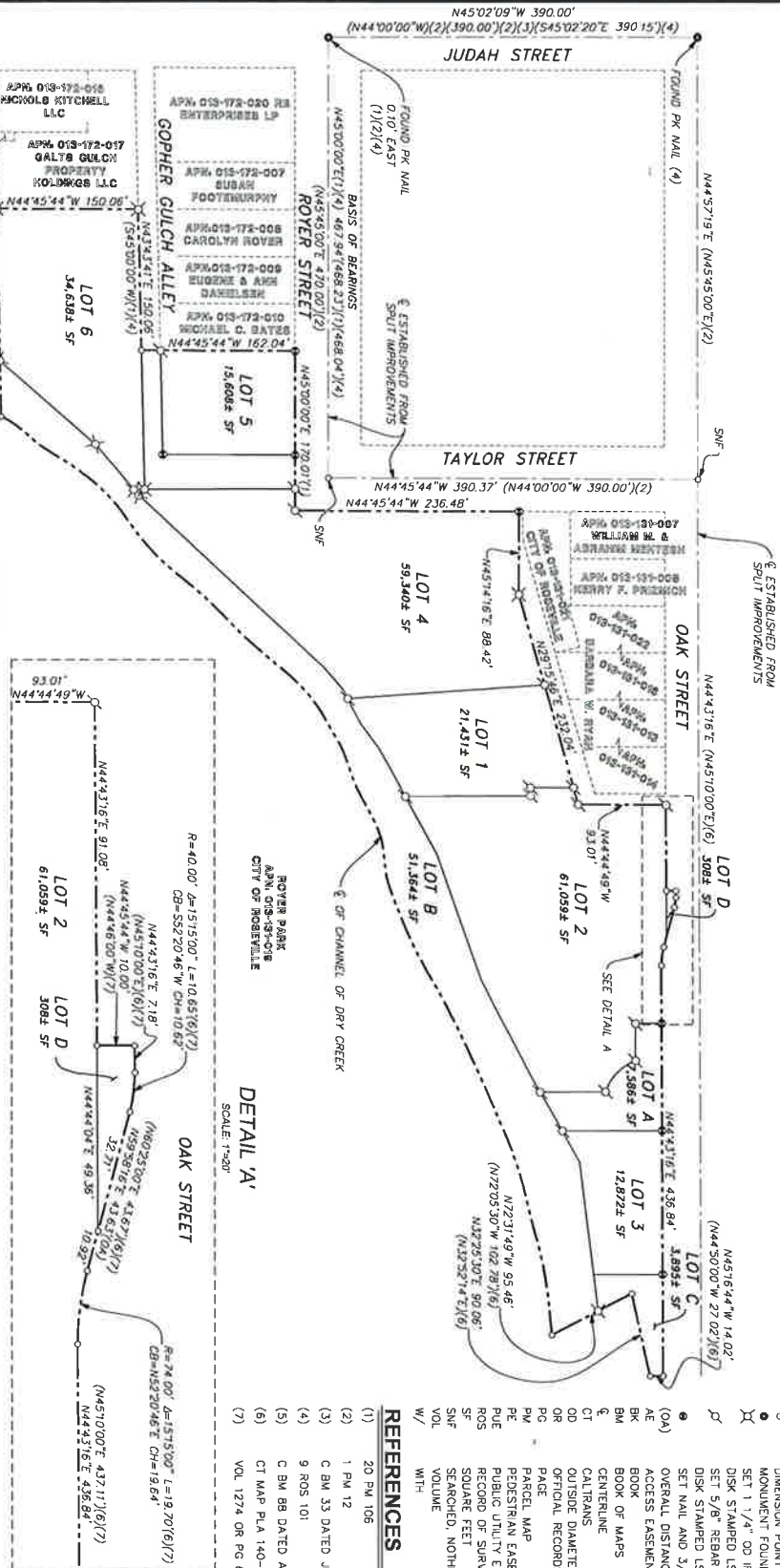
BY: _____
RYAN RONCO, DEPUTY
PLACER COUNTY RECORDER

LEGEND

- DIMENSION POINT NOTHING FOUND OR SET
- MONUMENT FOUND AS NOTED
- SET 1 1/4" OD IRON PIPE W/ 1 1/2" ALUMINUM DISK STAMPED LS 8679
- SET 5/8" REBAR W/ 1 1/2" ALUMINUM DISK STAMPED LS 8679
- SET NAIL AND 3/4" BRASS TAG STAMPED PLS 8679
- OVERALL DISTANCE
- ACCESS EASEMENT
- EASEMENT
- BOOK OF MAPS
- CENTRELINE
- C/T
- OUTSIDE DIAMETER
- OR
- OPTICAL RECORDS PLACER COUNTY
- PACE
- PARCEL MAP
- PE
- PUBLIC UTILITY EASEMENT
- POS
- SQUARE FEET
- SNF
- SEARCHED, NOTHING FOUND
- VOL
- W/
- WITH

REFERENCES

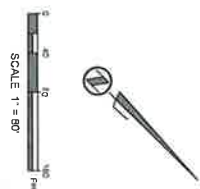
- (1) 20 PM 106
- (2) 1 PM 12
- (3) C BM 33 DATED JULY 23, 1907
- (4) 9 ROS 101
- (5) C BM 88 DATED APRIL 5, 1919
- (6) CT MAP PLA 140-002375R SHEET 1
- (7) VOL 1274 OR PG 657



DETAIL 'A'

NOTES

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARCS LENGTH, CHORD BEARING, AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR THE SUM OF THE INDIVIDUAL PARTS OF A GIVEN LINE OR CURVE MAY NOT EQUAL THE OVERALL WHOLE DUE TO ROUNDING.
2. THE TOTAL AREA FOR THIS SUBDIVISION IS 6.34± ACRES CONSISTING OF 6 LOTS AND 4 MISCELLANEOUS LOTS.
3. PUBLIC ACCESS TO THE CREEK SHALL BE PRESERVED, AND FUTURE DEVELOPMENT OF ANY PHASED ADJACENT TO THE CREEK SHALL MAKE PROVISION FOR THE CREEK CHANNEL.
4. SUCH TIME OF FUTURE PROJECT APPROVAL, THE PROPERTY OWNER SHALL PROVIDE THROUGH AN AGREED-UPON INSTRUMENT, PUBLIC ACCESS TO THE SATISFACTION OF THE CITY.
5. THE FRONT CORNER OF LOT 1 WILL BE MARKED WITH A 5/8" REBAR AND ALUMINUM DISK STAMPED LS 8679 ON THE LOT LINE 2.00' FROM THE PROPERTY CORNER.
6. THE REAR CORNERS OF LOTS 1, 2, & 3 WILL BE MARKED WITH A 5/8" REBAR AND ALUMINUM DISK STAMPED LS 8679 ON THE LOT LINE 2.00' FROM THE PROPERTY CORNER.
7. PRIVATE EASEMENTS FOR INSTALLATION AND MAINTENANCE OF STORM WATER DRAINAGE SYSTEMS, CONSISTING OF SURFACE AND SUBSURFACE SYSTEMS, ON, OVER, UNDER, AND ACROSS PARCELS 1, 2, 3, 4, & 5 (EXCEPT LOCATIONS OF EXISTING AND TO BE REMOVED STRUCTURES) FOR THE MUTUAL AND RECIPROCAL BENEFIT OF PARCELS 1, 2, 3 & 4.

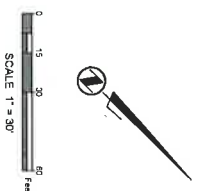


CITY OF ROSEVILLE FIRE STATION

MARK THOMAS
FINAL MAP OF
BENGLA PORTION OF SECTION 2,
TOWNSHIP 10 NORTH, RANGE 6 EAST, MDB 8M
COUNTY OF PLACER, STATE OF CALIFORNIA

BASIS OF BEARINGS

THE BEARING OF NORTH 45°00'00" EAST ALONG THE CENTERLINE OF ROYER STREET AS SHOWN ON THE PARCEL MAP FILED IN RECORD OF DISTANCE, IS A BEARING FOR EACH CONTIGUOUS RECORD. DISTANCES SHOWN HEREIN ARE GROUND DISTANCES.



**MARK
THOMAS**
FINAL MAP OF
CITY OF ROSEVILLE FIRE STATION
BENIC A PORTION OF SECTION 2
TOWNSHIP 10 NORTH RANGE 5 EAST 1 D 9 AM
COUNTY OF PLACER, STATE OF CALIFORNIA
SHEET 3 OF 4



EXHIBIT B

Form of Parking and Access Easement Agreement

(See Attached)

RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:

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

Exempt from recording fees
Pursuant to Gov't Code § 27383

PARKING AND ACCESS EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____,
2018, by and between the City of Roseville, a municipal corporation ("CITY"), and the
University Development Foundation, a non-profit public benefit corporation formed under the
laws of the District of Columbia ("UDF").

W I T N E S S E T H:

WHEREAS, UDF is the owner of certain real property located in Roseville, California
commonly referred to as Assessor's Parcel Nos. 013-131-002 and 013-131-003 and more
particularly described in Exhibit "A," attached hereto and incorporated herein by reference ("the
Property"); and

WHEREAS, CITY is the owner of certain real property located in Roseville, California
commonly referred to as Assessor's Parcel Nos. 013-131-003, 013-131-004, 013-131-005, and
013-131-006 and more particularly described in Exhibit "B," attached hereto and incorporated

herein by reference, and whereupon CITY owns and operates the Downtown Library located at 225 Taylor Street ("the Library Property"); and

WHEREAS, on or about March 15, 2017, CITY and UDF entered into a Purchase and Sale Agreement which was amended on June 7, 2017 pursuant to which UDF purchased the Property in fee from CITY; and

WHEREAS, prior to the CITY's conveyance of the Property to UDF the CITY operated a public parking lot on the Property adjacent to the Library Property; and

WHEREAS, CITY continues to operate its library on the Library Property and desires the right to continue to use portions of the Property as a public parking lot; and

WHEREAS, as partial consideration for UDF's acquisition of the Property, UDF is agreeable to providing public access and parking within the Property pursuant to the terms set forth herein.

NOW, THEREFORE, pursuant to valuable consideration as set forth below and in the above recitals, incorporated by reference herein, CITY and UDF agree as follows:

1. Grant of Rights. UDF hereby grants to CITY, for the benefit of the Library Property and its Users (as defined below), a non-exclusive: (a) right to use thirty-nine (39) unassigned parking stalls on the Property for the purpose of parking vehicles and trucks (excluding big-rig trucks and trailers); and (b) easement for vehicular and pedestrian ingress, egress, and access over designated driveways, drive aisles, and loading and unloading areas located within the Property to access said parking stalls referenced in (a) above, to service CITY's trash bins and to make deliveries to the Library Property. A map depicting the foregoing parking and access easement areas is attached hereto as Exhibit "C" and incorporated herein by reference. The foregoing right is intended for the use of the customers, suppliers, agents,

invitees, licensees, tenants, and employees of the Library Property (collectively "Users").

2. Limitations and Restrictions. CITY understands and agrees that no parking spaces on the Property will be assigned or reserved to CITY or the Users and that UDF does not warrant, guarantee or represent that thirty-nine (39) spaces will be available to CITY and Users at any given time. CITY further understands and agrees that CITY's and Users' use of the Property shall be restricted as follows: (a) CITY and Users shall not use the Property to park big-rig trucks and trailers; (b) designated driveways and drive aisles shall not be used for parking; (c) CITY shall not install any equipment on the Property or make any alterations or improvements without the prior written consent of UDF which may be withheld by UDF in UDF's sole and absolute discretion; and (d) CITY and Users shall be required to comply at all times with all applicable federal, state and local laws, regulations, ordinances, rules and orders relative to any use of, or activity upon, the Property.

3. Maintenance. UDF shall have sole responsibility for maintenance of the Property. Notwithstanding the foregoing, CITY shall reimburse UDF for the cost of any maintenance of the Property to the extent it is necessitated by the negligence or willful misconduct of CITY or CITY's agents or employees or the breach of any of the terms and conditions of this Agreement.

4. Term. The term of this Agreement shall be for a period of five (5) years commencing on _____ and expiring on _____. Nonetheless, this Agreement shall terminate prior to the five (5) year period if UDF obtains required approvals and permits to build a structure on the Property. In such an event, this Agreement shall expire on the date of issuance of a building permit by CITY. Upon the termination of this Agreement as provided above, CITY shall, upon request by UDF, execute and deliver to UDF a quitclaim deed in recordable form pursuant to which CITY shall quitclaim all of its rights in and to the Property.

5. Indemnification. CITY shall defend, indemnify, and save and hold harmless UDF, its officers, members, partners, agents, employees, and assigns, and the Property from any claims, obligations, demands, causes of action, damages, liabilities, costs, expenses (including reasonable attorneys' fees and costs of suit incurred in connection with all such claims), including any actions or proceedings brought thereon (collectively, "Claims"), arising from or as a result 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: (i) the use of the Property by CITY or CITY's agents or employees and/or the Users pursuant to this Agreement; or (ii) any activity, work, or thing done or permitted in or about the Property by CITY or CITY's agents or employees and/or the Users. Notwithstanding the foregoing, CITY's indemnity obligations hereunder shall not apply to any Claims caused by the sole and active negligence or willful misconduct of UDF. CITY'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.

6. No Interest in Real Property. It is understood that this Agreement only provides CITY and Users with an irrevocable right to use the Property as prescribed in this Agreement, and does not convey an interest in real property.

7. Directive Signage. CITY shall be responsible, at CITY's sole cost and expense, for installing and maintaining signage in compliance with the California Vehicle Code and the Roseville Municipal Code and reasonably approved by UDF, which provides notice of authorized parking for Users.

8. Full Force. This Agreement shall remain in force commencing with the date hereof, until terminated, rescinded or amended as provided herein.

9. Amendment. The terms of this Agreement may be amended, terminated or rescinded only by a written agreement between CITY and UDF.

10. Binding. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their respective heirs, personal and legal representatives, successors, and assigns. This Agreement shall be recorded and the rights and obligations of the parties hereto shall be construed as covenants running with the land comprising the Property for the benefit of the Library Property pursuant to California Civil Code Section 1468 and shall be binding upon future owners, tenants, and holders of any interest in such land, or any portion thereof.

11. No Assignments. This Agreement shall not be assigned, sold, encumbered, or transferred by either party in whole or in part without the other party's prior written consent.

12. Compliance with Laws. CITY shall comply with all laws, rules, regulations, statutes, and ordinances with respect to its use of the Property, whether local, state or federal.

13. Notices. All notices which are required to be given hereunder, or which either party may wish to give, shall be in writing and shall be served either by personal delivery or by certified or registered mail, postage prepaid, addressed as follows:

To CITY:

City of Roseville
Attn: City Manager
311 Vernon Street
Roseville, CA 95678
E-mail: citymanager@roseville.ca.us

with a copy to:

City Attorney
City of Roseville
311 Vernon Street
Roseville, CA 95678

To UDF:

The University Development Foundation
Attention: Kyriakos Tsakopoulos
7700 College Town Drive, #218
Sacramento, CA 95826
E-mail: Kyriakos@UDFCommunity.com

with a copy to:

Hefner, Stark & Marois, LLP
Attention: Timothy D. Taron, Esq.
2150 River Plaza Drive, Suite 450
Sacramento, CA 95833-4136

E-mail: attorney@roseville.ca.us

E-mail: ttaron@hsmlaw.com

or to such other place as the parties may designate by written notice.

14. Entire Agreement. This Agreement constitutes the entire agreement by and between the parties relative to the use of the Property by CITY and the Users, and any prior or contemporaneous oral representations relating to such use are hereby revoked and extinguished by this Agreement.

15. 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.

16. Authority. Each party executing this Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf.

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

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

19. Time of the Essence. Time is of the essence with regard to performance under the terms and provisions of this Agreement, and any amendment, modification or revision thereof, with respect to the actions and obligations of each party bound by the terms hereof.

20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument.

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

CITY OF ROSEVILLE, a
municipal corporation

UNIVERSITY DEVELOPMENT
FOUNDATION, a non-profit public benefit
corporation

BY: _____
ROB JENSEN
City Manager

BY: _____
its: _____

and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

[Notarization Required]

[Signatures Continued Next Page]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
CHRIS ROBLES
Economic Development Director

EXHIBIT A
Legal Description of the Property

EXHIBIT B
Legal Description of the Library Property

EXHIBIT C
Map Depicting Parking and Access Areas

EXHIBIT C

Form of Memorandum of Agreement

(See Attached)

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Gov't Code § 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("**Memorandum**") is made on _____, 2018, between THE CITY OF ROSEVILLE, a municipal corporation ("**City**") and UNIVERSITY DEVELOPMENT FOUNDATION, a non-profit public benefit corporation formed under the laws of the District of Columbia ("**UDF**"), who agree as follows:

1. City and UDF entered into that certain Purchase and Sale Agreement (the "**Original Agreement**") dated March 15, 2017, in connection with the purchase and sale of that certain real property located within the City of Roseville, County of Placer, State of California, as more particularly described on Exhibit A attached hereto which is incorporated herein by this reference (the "**Property**"). The City and UDF entered into that certain First Amendment to Purchase and Sale Agreement dated June 7, 2017 (the "**First Amendment**") amending the Original Agreement. The Original Agreement as amended by the First Amendment shall be referenced herein as the "**Agreement**."

2. Pursuant to the terms of the Agreement, the City has conveyed fee title to the Property to UDF of even date herewith.

3. Pursuant to the terms and conditions of the Agreement, following UDF's acquisition of title to the Property, the City retains a right to purchase the Property (the "**Repurchase Right**") in the event UDF fails to expend certain minimum funds on improvements to the Property within twenty-four (24) months following UDF's acquisition of the Property from the City. The City's Repurchase Right is described with more specificity in Section 14 of the Agreement, and such Repurchase Right terminates automatically without the need of further action by UDF or the City twenty-six (26) months following UDF's acquisition of the Property (or twenty-six (26) months from the date of recordation of this Memorandum).

4. Pursuant to the terms and conditions of the Agreement, following UDF's acquisition of title to the Property, the City retains a right of first refusal to purchase the Property (the "**Right of First Refusal**") for a period of five (5) years following UDF's acquisition of the Property. The City's Right of First Refusal is described with more specificity in Section 15 of the Agreement, and such Right of First Refusal terminates automatically without the need of further action by UDF or the City five (5) years following UDF's acquisition of the Property (or five (5) years from the date of recordation of this Memorandum).

5. The purpose of this Memorandum is to give notice of the existence of the City's Repurchase Right and Right of First Refusal under the Agreement, the terms and conditions of which are incorporated herein by this reference as if the same were fully set forth herein and the need for all interested parties to inquire further about the City's Repurchase Right and Right of First Refusal as described in the Agreement.

6. This Memorandum is intended to be fully consistent with the Agreement. In the event of any conflict between any provision of the Agreement and any provision of this Memorandum, the provisions of the Agreement shall control.

7. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Memorandum.

8. Except as otherwise provided herein, the covenants referenced and incorporated into this Memorandum and the applicable terms of the Agreement related thereto, shall be binding upon the successors and assigns of UDF in each and every portion of the Property. Each and every portion of the Property shall be held, conveyed, hypothecated and encumbered subject to the covenants and conditions contained in, or referenced and incorporated into, this Memorandum, all of which shall run with the land, and shall constitute equitable servitudes, shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Property, and each and every portion of the Property, and shall be binding upon and inure to the benefit of the City.

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

CITY:

CITY OF ROSEVILLE,
a municipal corporation

UDF:

UNIVERSITY DEVELOPMENT
FOUNDATION, a non-profit public benefit
corporation

BY: _____
ROB JENSEN
City Manager

BY: _____
Its: _____

AND

ATTEST:

BY: _____
Its: _____

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

EXHIBIT A

Legal Description of Property

EXHIBIT D

Form of TCE

(See Attached)

Project: Downtown Pedestrian Bridge
Address: 201 Oak Street, Roseville CA
Portion of APNS: 013-131-019, 013-131-017 & 013-120-001
Escrow No.:

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT, effective this ____ day of _____, 20__, is made and entered into by and between the University Development Foundation, a non-profit public benefit corporation formed under the laws of the District of Columbia ("Grantor") and the City of Roseville, a municipal corporation ("Grantee").

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee a temporary construction easement (the "Easement") granting permission to enter upon the Easement Area (as defined below) for the purpose of constructing a public pedestrian bridge, related facilities and/or structures, and all necessary public utilities (the "Project") pursuant to the terms set forth herein. The Easement rights granted herein include the right to use the Easement Area for ingress and egress, construction, staging areas, storage of machinery and equipment, parking of vehicles and all other activities whatsoever in natures incidental to the construction of Project, over, upon and across all that real property in the City of Roseville, County of Placer, State of California, described in Exhibit "A" attached hereto and made a part hereof (the "Easement Area"). For purposes of clarification, no improvements associated with the Project will be constructed or installed upon any portion of the Easement Area.

Grantee's right to use the Easement shall last for a period of five (5) years commencing on _____, and shall automatically terminate on _____, or when a Notice of Completion of the Project has been executed by the City of Roseville, whichever occurs first. Upon termination of the Easement as provided above, (i) Grantee shall restore the Easement Area to its condition prior to any activity, work, or thing done or permitted in or about the Easement Area by Grantee and/or Grantee's agents, contractors, subcontractors, materialmen or employees or any other person claiming under Grantee (collectively, "Grantee Agents"), and (ii) Grantee shall, upon request by Grantor, execute and deliver to Grantor a quitclaim deed in recordable form pursuant to which Grantee shall quitclaim all of its rights in and to the Easement.

Grantee covenants and agrees to indemnify, defend and hold Grantor, Grantor's officers, members, partners, agents, and assigns, and the Easement Area harmless from and against any and all claims, obligations, demands, causes of action, damages, liabilities, costs, expenses (including reasonable attorneys' fees and costs of suit incurred in connection with all such claims), including any actions or proceedings brought thereon (collectively, "Claims"), arising from or as a result of any violation of applicable federal, state or local law, regulation, ordinance, rule or order, or the injury to or death of any person, or damage to the Easement Area, which occurs as a result of: (i) the use of the Easement Area by Grantee and/or Grantee's Agents; or (ii)

any activity, work, or thing done or permitted in or about the Easement Area by Grantee and/or Grantee's Agents. Notwithstanding the foregoing, the Grantee's indemnity obligations hereunder shall not apply to any Claims caused by the sole and active negligence or willful misconduct of Grantor. Grantee's indemnity obligations set forth in this instrument shall survive the termination of the Easement.

GRANTEE:

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

GRANTOR:

UNIVERSITY DEVELOPMENT
FOUNDATION, a non-profit public
benefit corporation

BY: _____
its: _____

and

BY: _____
its: _____

EXHIBIT E

Form of Declaration of Use Restriction

(See Attached)

Recording Requested by

CITY OF ROSEVILLE

When Recorded Mail to:
City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Gov't Code § 27383

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS ("Declaration") is made as of _____, 2018, by the City of Roseville, a municipal corporation ("Declarant").

RECITALS

WHEREAS, Declarant is the owner of certain real property located in the City of Roseville, County of Placer, California, described in Exhibit "A" and depicted on Exhibit "B," which are attached hereto and incorporated herein by this reference ("the Property"); and

WHEREAS, the Property currently contains a structure used as a fire station addressed as 401 Oak Street, Roseville, California ("the Structure"); and

WHEREAS, the Structure is subject to the City of Roseville's Flood Damage Prevention Ordinance (Chapter 9.80 of the Roseville Municipal Code) (the "Flood Damage Prevention Ordinance") which regulates structures and portions of structures not located at least two feet above the base flood elevation (National Geodetic Vertical Datum of 1929); and

WHEREAS, the current base flood elevation plus two feet is 145 feet; and

WHEREAS, certain portions of the Structure are below 145 feet as depicted on Exhibit "C," which is attached hereto and incorporated herein by this reference; and

WHEREAS, Declarant intends to sell the Property containing the Structure; and

WHEREAS, pursuant to the Flood Damage Prevention Ordinance, a deed restriction must be recorded against the Property that limits the use of the part of the Structure located below 145 feet to the parking of vehicles, building access, and storage; and

WHEREAS, this Declaration will benefit future owners of the Property by providing notification of the use restrictions and construction requirements; and

WHEREAS, this Declaration is being recorded in compliance with the Flood Damage Prevention Ordinance.

NOW THEREFORE, Declarant declares as follows:

1. Covenant Running with Land. In consideration of the foregoing benefits, the Declarant does hereby covenant and agree to restrict, and does by this instrument intend to restrict, the future use of the Structure as set forth below, by the establishment of this covenant running with the land.
2. Restrictions Concerning the Structure. The following restrictions shall apply to the Structure:
 - a. Any future tenant improvement construction will require submission and approval by the City of Roseville of an Elevation Certificate prior to building permit issuance.
 - b. Upon completion of any future tenant improvement construction and prior to occupancy, a new Elevation Certificate is required to be filed and approved by the City of Roseville.
 - c. Any reconstruction, rehabilitation, addition, repair of damage, or other proposed new development of the Structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the Structure before the start of construction of the improvements, calculated over a 10-year period, shall require the following:
 - i. Any enclosure below the elevation of 145 feet must have permanent flood openings installed per the requirements of the federal National Flood Insurance Program and the Flood Damage Prevention Ordinance.
 - ii. All equipment or machinery servicing the Structure shall be elevated above 145 feet.
 - iii. Any additional requirements imposed by the federal National Flood Insurance Program and the Flood Damage Prevention Ordinance.
 - iv. Once subsections (c)(i), (c)(ii) and (c)(iii) are complied with, the portions of the Structure below the elevation of 145 feet may be utilized for the parking of vehicles, building access, and/or storage only or may be left vacant.
 - v. The requirements of this subsection (c) shall not apply to either: (1) any project for improvement of the Structure to correct existing violations of state

or local health, sanitary, or safety code specifications which have been identified by a local code enforcement official and which are the minimum necessary to assure safe conditions; or (2) any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

3. Not an Offer to Dedicate; No Rights of Public Use. The provisions of this Declaration do not constitute an offer for public use. This instrument does not constitute an irrevocable offer to dedicate.

4. Declarant's Reserved Rights. Declarant reserves to itself, and to its representatives, heirs, successors, assigns, transferees, agents, and lessees, all rights inuring from ownership of the Property not otherwise restricted or prohibited by virtue of this Declaration, including, but not limited to, the right to engage in or permit others to engage in all uses of the Property that are not expressly prohibited by this Declaration, and are not inconsistent with the purposes of this Declaration.

5. Successors and Assign Bound. Declarant hereby agrees and acknowledges that the Property shall be held, sold, conveyed, owned, and used subject to the applicable terms, conditions and obligations imposed by this Declaration relating to the use, repair, maintenance, and/or improvement of the Property, and matters incidental thereto. Such terms, conditions, and obligations are a burden and restriction on the use of the Property, as applicable.

The provisions of this Declaration shall (subject to the limitations contained in this Declaration and without modifying the provisions of this Declaration) be enforceable as equitable servitudes and conditions, restrictions and covenants running with the land, and shall be binding on the Declarant and upon each and all of its respective heirs, devisees, successors, and assigns, officers, directors, employees, agents, representatives, executors, trustees, successor trustees, beneficiaries, and administrators, and upon future owners of the Property and each of them.

6. No Other Restrictions. This Declaration imposes no other obligations or restrictions on Declarant, and neither its successors, nor any other person or entity claiming under them, shall be in any way restricted from using the Property except as provided herein.

7. General Provisions.

a. Controlling Law. The interpretation and performance of this Declaration shall be governed by the laws of the State of California and applicable federal law.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Declaration shall be liberally construed to effect the purposes of this Declaration. If any provision in this Declaration is found to be ambiguous, an interpretation consistent with the purposes of this Declaration that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Declaration or the application thereof is found to be invalid, the remaining provisions of this Declaration or the application of such provisions other than that found to be invalid shall not be affected thereby.

d. Termination of Rights and Obligations. A party's rights and obligations under this Declaration terminate upon transfer of the party's interest in the Declaration or Property, except that liability for acts, omissions or breaches occurring prior to transfer shall survive transfer.

e. Captions. The captions in this Declaration have been inserted solely for convenience of reference and are not a part of this Declaration and shall have no effect upon its construction or interpretation.

8. Duration. This Declaration shall remain in full force and effect until the Structure is demolished, destroyed, or otherwise ceases to exist. This Declaration shall not apply to structures constructed on the Property after the date of execution of this Declaration.

DECLARANT:

CITY OF ROSEVILLE, a
municipal corporation

Date: _____

By: _____

ROB JENSEN
City Manager
City of Roseville

[Notarization Required]

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Map Depicting the Property

EXHIBIT C

Map Depicting Portions of the Structure Below 145 Feet

OWNERS STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE DISTINCTIVE BOUNDARY SHOWN UPON THIS FINAL MAP OF ROSEVILLE FIRE STATION AND THEY HEREBYCONENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO PARTICULAR PURPOSES THE FOLLOWING:

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

- (A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND AS SHOWN HEREON AND DESIGNATED "PUE" (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED FOR PUBLIC PURPOSES:

- (A) AS RIGHTS OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS TAYLOR STREET, AND GOPHER GULCH ALLAY, AND LOTS A, C, & D.

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

- (A) LOT B FOR THE PURPOSES OF A PARK.

CITY OF ROSEVILLE.

BY: _____
XXX, CITY OF ROSEVILLE

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)SS
COUNTY OF PLACER)

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

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

NOTARY SIGNATURE PRINT NOTARY’S NAME

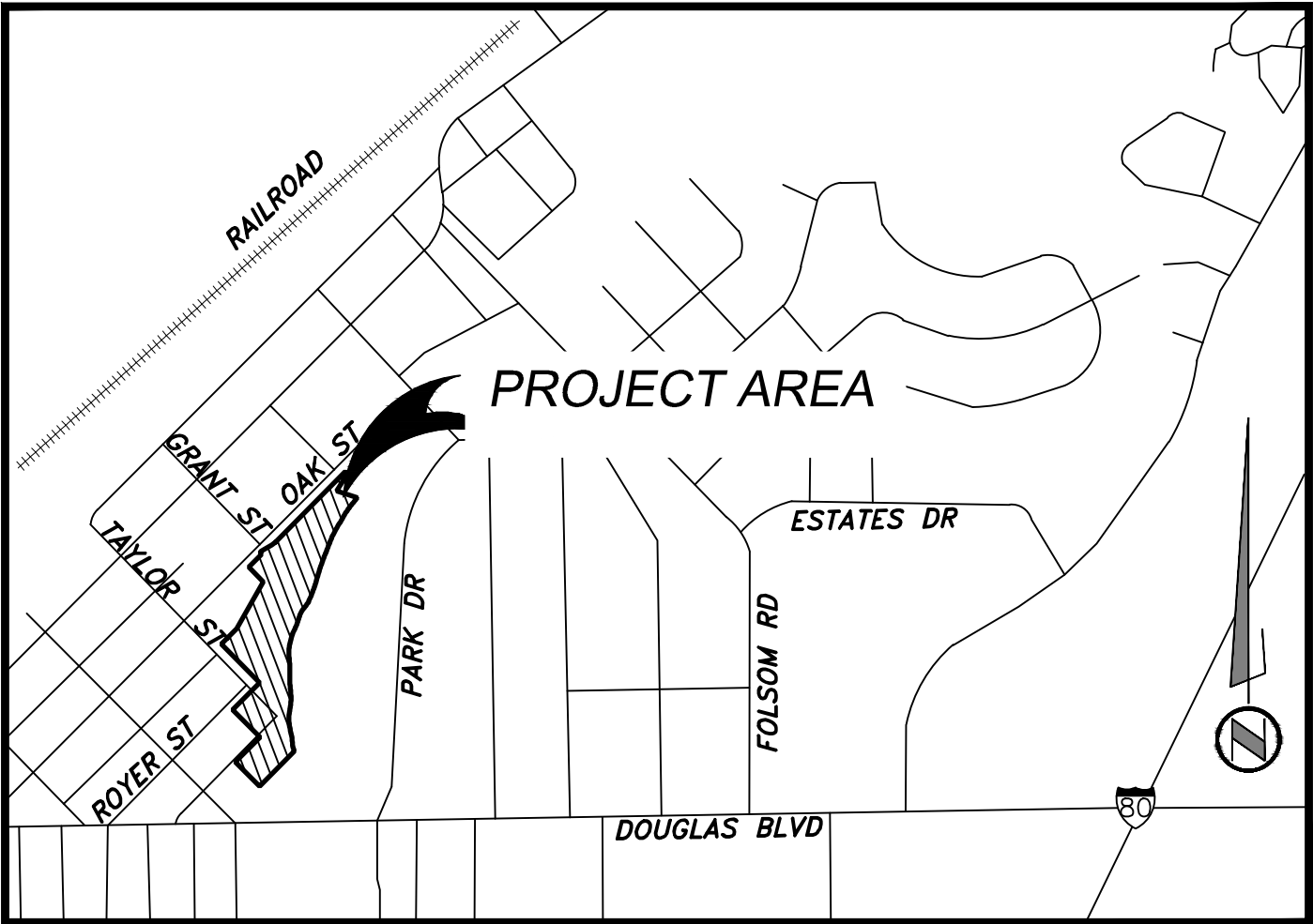
MY PRINCIPLE PLACE OF BUSINESS IS _____

COMMISSION NO. _____

MY COMMISSION EXPIRES: _____

FINAL MAP OF
ROSEVILLE FIRE STATION
SUBDIVISION NO. XXXX

BEING A PORTION OF SECTION 2,
TOWNSHIP 10 NORTH, RANGE 6 EAST, M.D.B.&M.
COUNTY OF PLACER, STATE OF CALIFORNIA
AUGUST, 2017



VICINITY MAP
NTS

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE CITY OF ROSEVILLE ON JULY, 2017. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE JANUARY, 2018, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS SUBDIVISION MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.



MARK THOMAS
7600 FOLSOM BLVD, SUITE 203
SACRAMENTO, CA 95826

BRANDON BENTON, LS 8679

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF ROSEVILLE FIRE STATION AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES 09/30/2018

DATE

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF ROSEVILLE FIRE STATION, AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE RTIGHTS-OF-WAY AND EASEMENTS HEREON OFFERED FOR DEDICATION.

SONIA OROZCO
CITY CLERK, CITY OF ROSEVILLE

DATE

RECORDER'S STATEMENT

FILED THIS ____ DAY OF _____, 2017, AT _____.M.

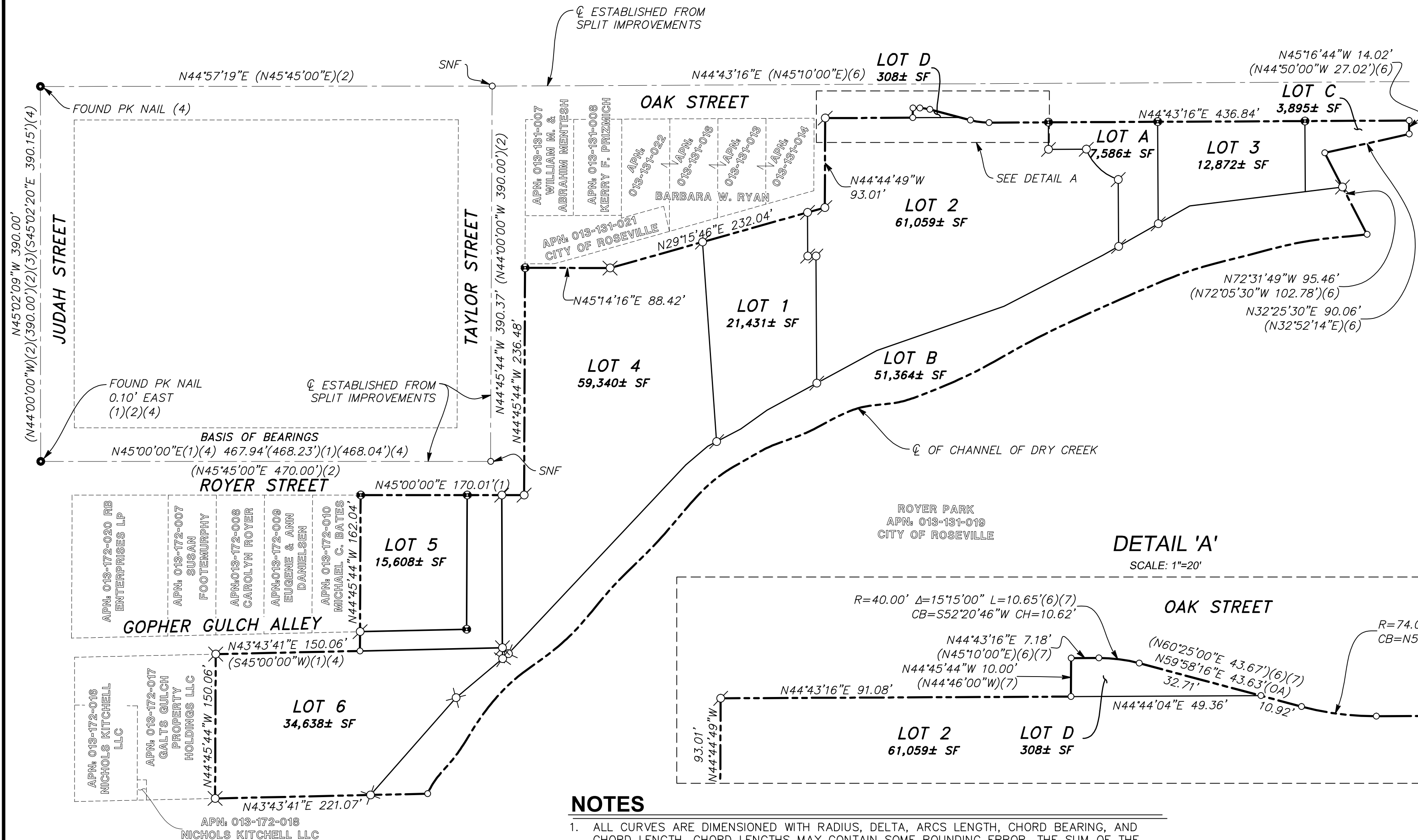
IN BOOK _____ OF MAPS, AT PAGE _____, IN

THE OFFICE OF THE PLACER COUNTY RECORDER AT THE
REQUEST OF THE CITY OF ROSEVILLE.

RYAN RONCO
PLACER COUNTY RECORDER

BY: _____
DEPUTY





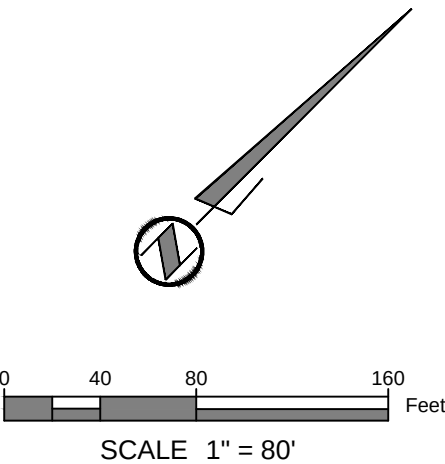
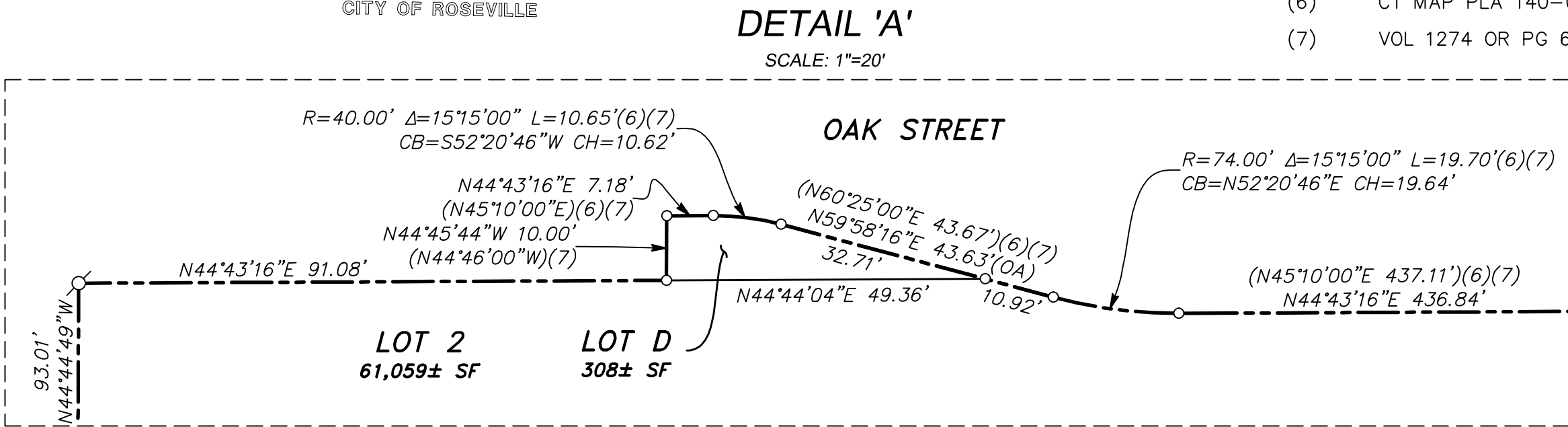
BASIS OF BEARINGS

THE BEARING OF NORTH 45°00'00" EAST ALONG THE CENTERLINE OF ROYER STREET AS SHOWN ON THE PARCEL MAP FILED IN BOOK 20 OF PARCEL MAPS AT PAGE 106, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

- NOTES**
- ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARCS LENGTH, CHORD BEARING, AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. THE SUM OF THE INDIVIDUAL PARTS OF A GIVEN LINE OR CURVE MAY NOT EQUAL THE OVERALL WHOLE DUE TO ROUNDING.
 - THE TOTAL AREA FOR THIS SUBDIVISION IS 6.34± ACRES CONSISTING OF 6 LOTS AND 4 MISCELLANEOUS LOTS.
 - PUBLIC ACCESS TO THE CREEK SHALL BE PRESERVED, AND FUTURE DEVELOPMENT OF ANY PARCEL ADJACENT TO THE CREEK SHALL MAKE PROVISION FOR THE CITY'S PLANNED PUBLIC-ACCESS CREEK-WALK AS EXHIBITED IN THE CITY'S DOWNTOWN SPECIFIC PLAN. AT SUCH TIME OF FUTURE PROJECT APPROVAL, THE PROPERTY OWNER SHALL PROVIDE, THROUGH AN AGREED-UPON INSTRUMENT, PUBLIC ACCESS TO THE SATISFACTION OF THE CITY.
 - THE FRONT CORNER OF LOT 1 WILL BE MARKED WITH A 5/8" REBAR AND ALUMINUM DISK STAMPED LS 8679 ON THE LOT LINE 2.00' FROM THE PROPERTY CORNER.
 - THE REAR CORNERS OF LOTS 1, 2, & 3 WILL BE MARKED WITH A 5/8" REBAR AND ALUMINUM DISK STAMPED LS 8679 ON THE LOT LINE 2.00' FROM THE PROPERTY CORNER.
 - BACK OF WALL IS DEFINED AS THE SURFACE OF THE STRUCTURE CLOSEST TO THE CREEK SIDE.
 - PRIVATE EASEMENTS FOR INSTALLATION AND MAINTENANCE OF STORM WATER DRAINAGE SYSTEMS, CONSISTING OF SURFACE AND SUBSURFACE SYSTEMS, ON, OVER, UNDER, AND ACROSS PARCELS 1, 2, 3, 4 & 5 (EXCEPT LOCATIONS OF EXISTING AND AND FUTURE BUILDING STRUCTURES) FOR THE MUTUAL AND RECIPROCAL BENEFIT OF PARCELS 1, 2, 3 & 4

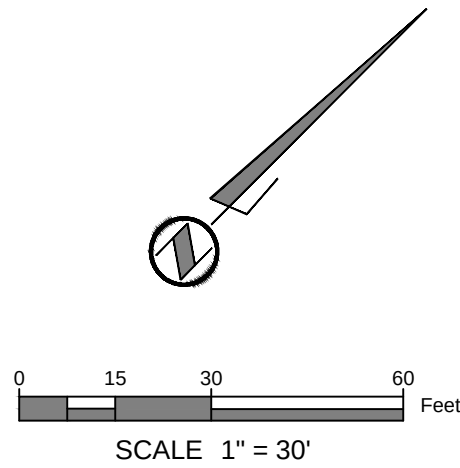
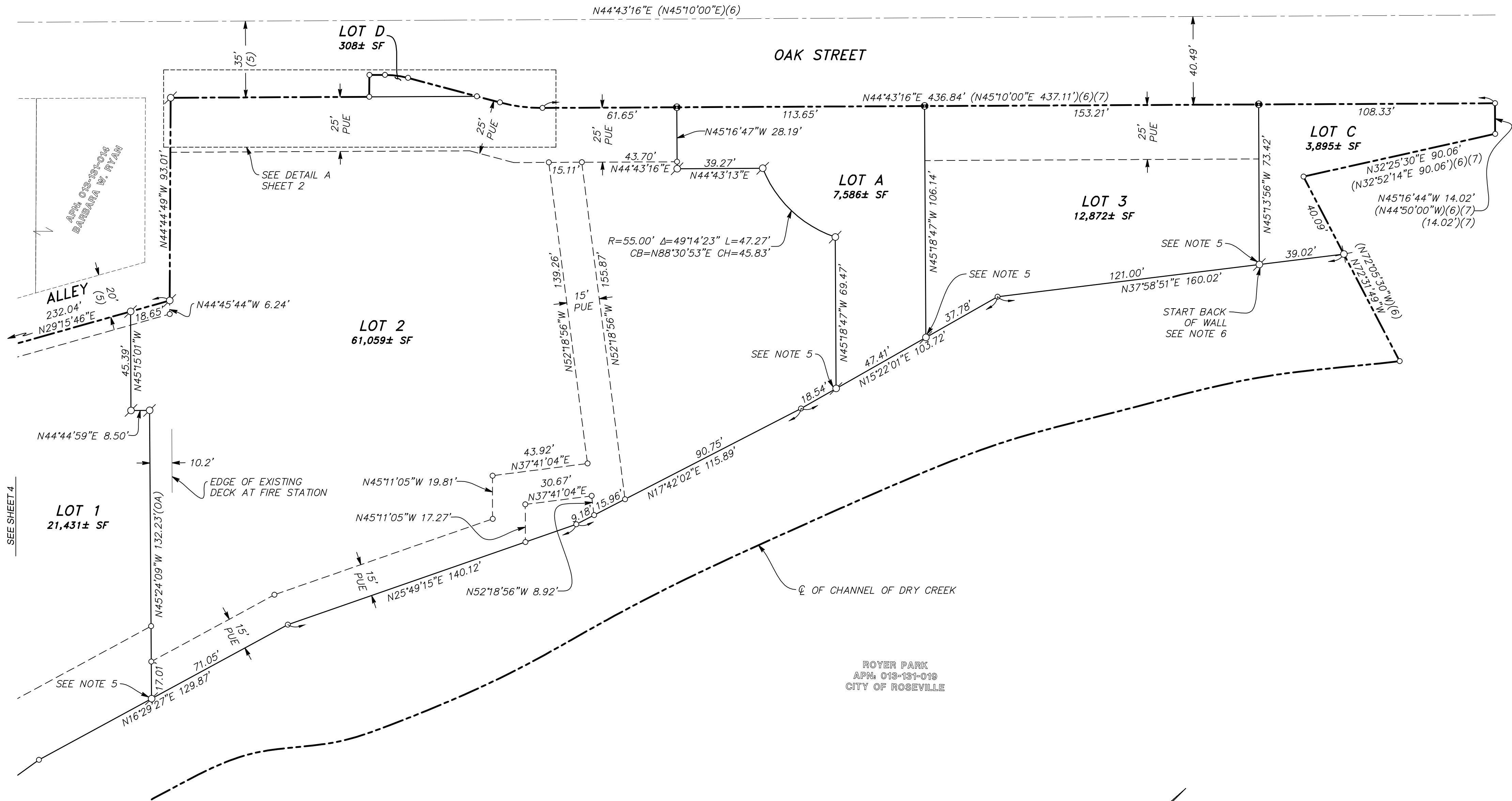
LEGEND	
○	DIMENSION POINT NOTHING FOUND OR SET
●	MONUMENT FOUND AS NOTED
⊗	SET 1 1/4" OD IRON PIPE W/ 1 1/2" ALUMINUM DISK STAMPED LS 8679
⊗	SET 5/8" REBAR W/ 1 1/2" ALUMINUM DISK STAMPED LS 8679
⊗	SET NAIL AND 3/4" BRASS TAG STAMPED PLS 8679
(OA)	OVERALL DISTANCE
AE	ACCESS EASEMENT
BK	BOOK
BM	BOOK OF MAPS
CL	CENTERLINE
CT	CALTRANS
OD	OUTSIDE DIAMETER
OR	OFFICIAL RECORDS PLACER COUNTY
PG	PAGE
PM	PARCEL MAP
PE	PEDESTRIAN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
ROS	RECORD OF SURVEY
SF	SQUARE FEET
SNF	SEARCHED, NOTHING FOUND
VOL	VOLUME
W/	WITH

REFERENCES	
(1)	20 PM 106
(2)	1 PM 12
(3)	C BM 33 DATED JULY 23, 1907
(4)	9 ROS 101
(5)	C BM 88 DATED APRIL 5, 1919
(6)	CT MAP PLA 140-002375R SHEET 1
(7)	VOL 1274 OR PG 657



MARK THOMAS
FINAL MAP OF
CITY OF ROSEVILLE FIRE STATION
BEING A PORTION OF SECTION 2,
TOWNSHIP 10 NORTH, RANGE 6 EAST, M.D.B.&M.
COUNTY OF PLACER, STATE OF CALIFORNIA

SEE SHEET 2 FOR BASIS OF BEAINGS, NOTES, LEGEND, AND REFERENCES

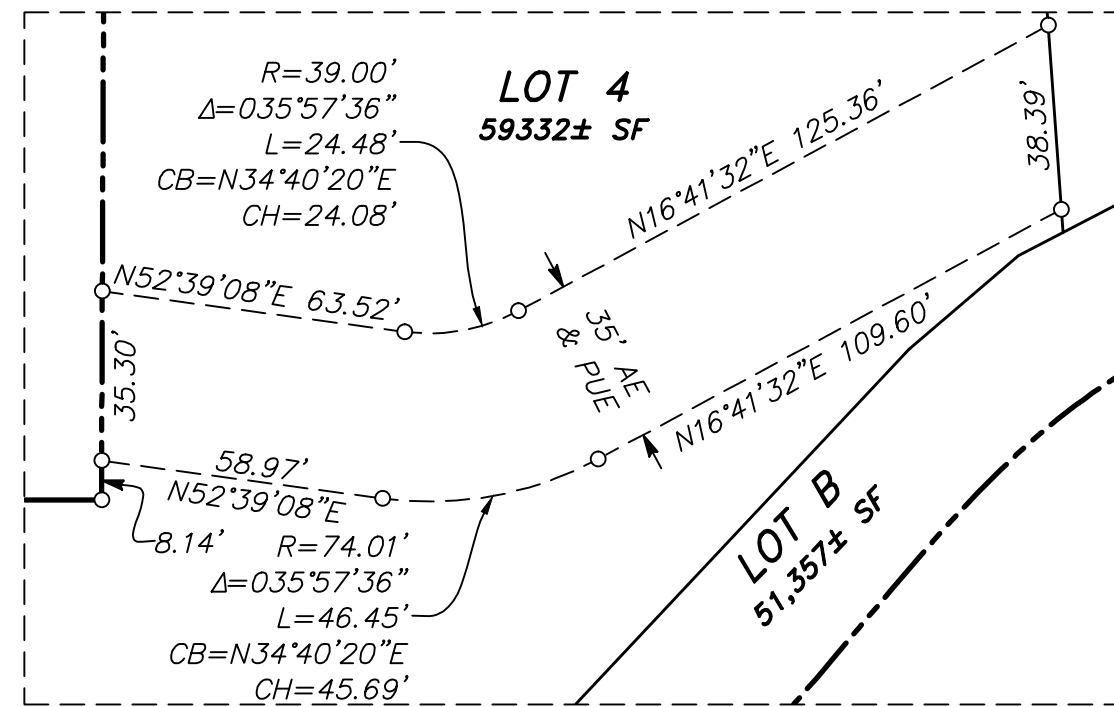


MARK THOMAS
FINAL MAP OF
CITY OF ROSEVILLE FIRE STATION
BEING A PORTION OF SECTION 2,
TOWNSHIP 10 NORTH, RANGE 6 EAST, M.D.B. & M.
COUNTY OF PLACER, STATE OF CALIFORNIA

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

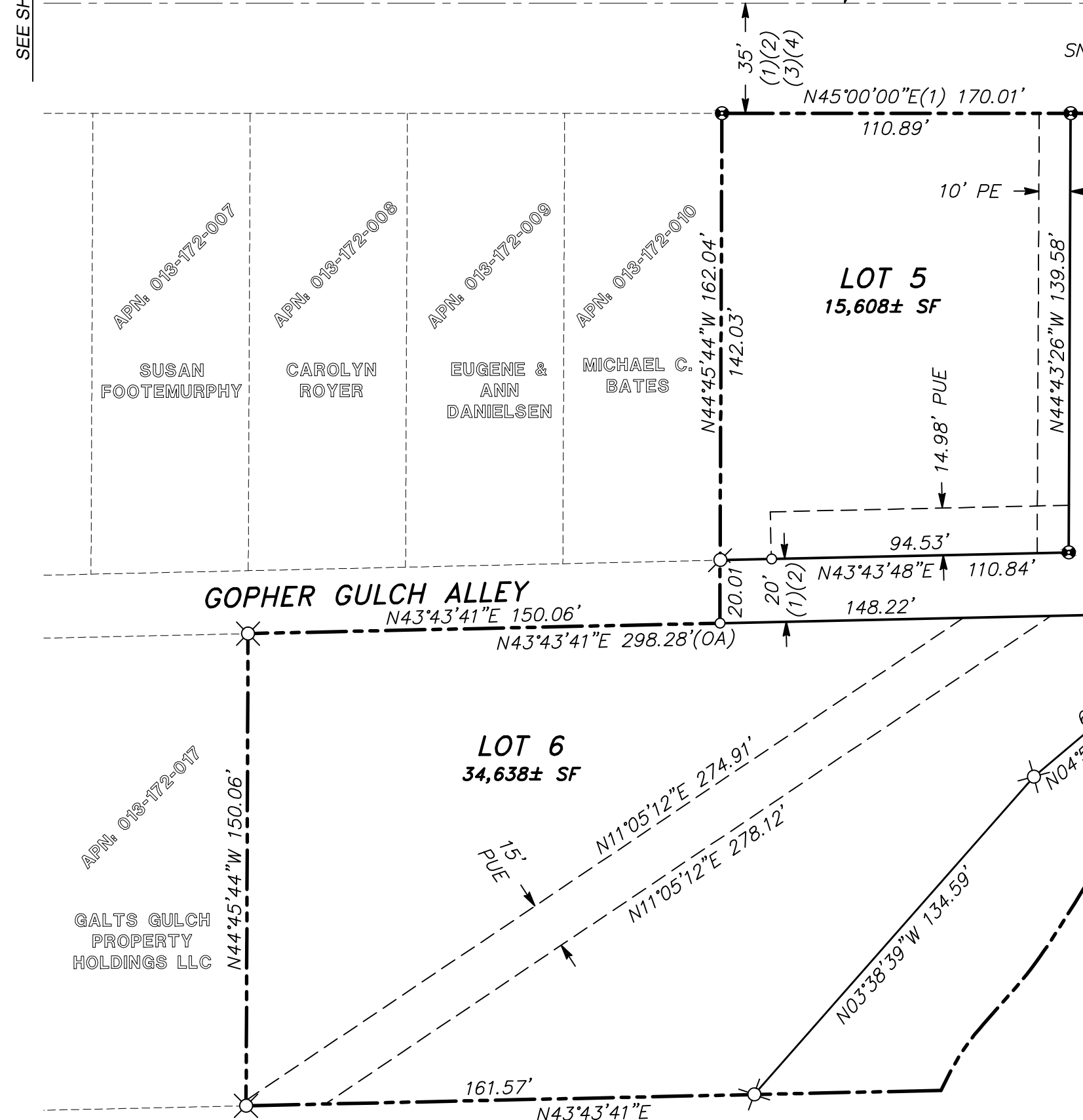
SEE SHEET 2

SEE SHEET 3



DETAIL B
SCALE: 1"=40'

ROYER STREET
BASIS OF BEARINGS
N45°00'00"E 467.94' (468.23')(1) N45°45'00"E 470.00'(2) (468.04')(4)
ESTABLISHED FROM SPLIT IMPROVEMENTS



CITY OF ROSEVILLE
APN: 013-131-021

ALLEY

LOT 1
21,431± SF

LOT 4
59,340± SF

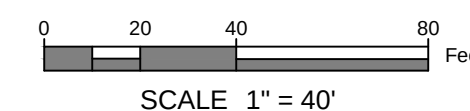
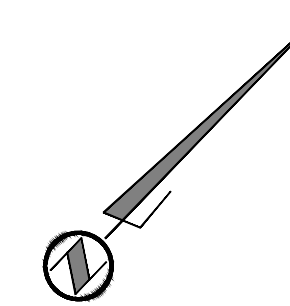
LOT 4
59,340± SF

LOT B
51,364± SF

LOT B
51,364± SF

ROYER PARK
APN: 013-131-019
CITY OF ROSEVILLE

DETAIL C
SCALE: 1"=20'



MARK THOMAS
FINAL MAP OF
CITY OF ROSEVILLE FIRE STATION
BEING A PORTION OF SECTION 2,
TOWNSHIP 10 NORTH, RANGE 6 EAST, M.D.B. & M.
COUNTY OF PLACER, STATE OF CALIFORNIA

SHEET 4 OF 4



COUNCIL COMMUNICATION

CC #: 8784

File #: 0110

Title: Advantage Roseville Program Update and Year 4 Annual Report

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

Meeting Date: 9/20/2017

Item #: 8.1.

RECOMMENDATION TO COUNCIL

The Advantage Roseville annual report is provided for informational purposes only. No Council Action is required.

BACKGROUND

Advantage Roseville began with the vision of engaging the most committed and passionate business leaders in the community. The goal was to establish the City as a powerful force in the region now and in the future, and to attract and grow businesses. The initiative was launched in 2012 in partnership with the Roseville Community Development Corporation (RCDC) - a nonprofit established in 2010, and local private business partners.

Advantage Roseville's Mission & Purpose:

Advantage Roseville's mission is an organization focused on enhancing our community and advancing our economy. We achieve this by growing jobs, capital investment and payroll.

Advantage Roseville recently completed our fourth year.

When formed, Advantage Roseville had a three year commitment from 21 private business partners including the City of Roseville and an operating annual budget of \$200,000; \$100,000 from contributions from our local business partners and a \$100,000 contribution match by the City of Roseville.

In addition to our local business leaders, Advantage Roseville partners with the Greater Sacramento Economic Council (Greater Sacramento) and the Roseville Area Chamber of Commerce for business attraction and job creation. Greater Sacramento represents a regional partnership between local governments, private CEO's, and stakeholders in the Greater Sacramento region who's sole mission is to drive sustainable economic growth through business retention, attraction, growth and scale of new businesses, creating jobs and investment throughout the six-county region. The Roseville Area Chamber of Commerce partnership focuses on our local business support, retention, expansion and tourism efforts. The City and Chamber's partnership shows strength in our community and raises awareness to our business community.

Advantage Roseville Year 4 Annual Report

Year four of Advantage Roseville was our most productive year to date, having more than doubled our goals in jobs created and capital investment. Specifically, Advantage Roseville goals for

FY2016-2017 was to create 1,000 jobs and \$100,000,000 in capital investment. We are please to share that for FY2016-2017 Advantage Roseville, with assistance from our business partners, helped create 2,235 jobs and \$287,700,000 in capital investment. These jobs generate more than \$122,232 million in payroll and represent a total investment in our community of \$384,932,000. The return on investment for year four is \$2,138 for every Advantage Roseville dollar invested.

Advantage Roseville's four year totals is more telling of the commitment that the Advantage Roseville program brings to Roseville. To date, Advantage Roseville has participated in the recruitment of 5,170 new jobs and \$557,699,711 in capital investment. Quite a success for four years.

Marketing efforts remain a priority and our messaging remains strong and focused. Advertising is scheduled within the Sacramento, Silicon Valley and San Francisco Business Journals (digital coverage and ad copy in Healthcare editions, TechEdge, Book of Lists ads and sponsorships) and the American Airlines -American magazine.

Please refer to Attachment 1 for a copy of Advantage Roseville's 4th Year Annual Report.

Advantage Roseville's FY2017-2018 Work Program and Budget

Advantage Roseville currently has fifteen business partners and an operating budget of \$100,000; \$50,000 from our local business partners and a \$50,000 match contribution by the City of Roseville. Both business and government contributions are half of the previous four year's annual budget allocations.

This reduction in revenue is appropriate given reallocation in staff workloads and efforts due to the upward swing in Roseville's business attraction and single digit vacancy rates over the past five years. In consideration of this, staff reviewed the Advantage Roseville work program and shifted our focus and goals to target business recruitments from Bay Area, support existing businesses and development of small business/entrepreneurs.

Specifically, Advantage Roseville's FY 2017-18 action plan and program budget is similar to last year's. The action plan details the work program for the year identifying details of our planned marketing and business attraction and expansion efforts. These two tasks are our primary focus and have provided the greatest return on our efforts. Our work program tasks also includes assistance with regional competitiveness and support of small business and entrepreneurs.

The program budget identifies the programmed tasks with allocated budget dollars. Staff proposes a budget of \$116,000 which is \$16,000 above anticipated revenues. As of June 30, 2017 there is approximately \$226,947 carryover in the Advantage Roseville funds, more than enough to cover the proposed budget, see table below.

ADVANTAGE ROSEVILLE	
Corporate Contributions	50,000
Government Contributions – City of Roseville	50,000
Total Revenues	\$100,000
Program Expenses – see Attachment 1	\$116,000
Carryover Funds as of June 30, 2017	\$226,947
Estimated Cash Carryover to FY2018-19	\$210,947

FISCAL IMPACT

There is no monetary request with the Advantage Roseville program update and 4th year annual report. The source of funds for the Advantage Roseville program is provided for by business partner contributions and City of Roseville matching contributions (in the amount of \$50,000) and have been budgeted for and approved within the City's Economic Development Department's annual FY17-18 budget. This program update and annual report is for informational purposes only. No new general fund monies are requested.

ECONOMIC DEVELOPMENT / JOBS CREATED

Advantage Roseville's mission is focused on enhancing our community and advancing our economy. This is done by creating jobs and capital investment in our community. Last year Advantage Roseville more than doubled our goals with the creation of 2,235 new jobs and \$287,700,000 in capital investment. These jobs generated more than \$122,232 million in payroll and represent a total investment in our community of \$384,932,000. To date, Advantage Roseville four year totals are 5,170 new jobs and \$557,699,711 in capital investment.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The Advantage Roseville Program Update and Year 4 Annual Report itself does not include the potential for a significant effect and therefore is not subject to CEQA.

Respectfully Submitted,

Laura Matteoli, Economic Development Manager

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Advantage Roseville 4th Year Annual Report



ADVANTAGE
R O S E V I L L E

2016-2017 ANNUAL REPORT

WHO WE ARE

Advantage Roseville began with the vision of engaging the most committed and passionate leaders in the community. The goal was to establish the city as a powerful force in the region now and in the future, and to attract and grow business.

The initiative launched in 2012 in partnership with the Roseville Community Development Corporation (RCDC)—a nonprofit established in 2010, and local partner companies.

Advantage Roseville's Mission: An organization focused on enhancing our community and advancing our economy.

As partners with the RCDC and the City of Roseville, members of **Advantage Roseville** offer creative and innovative insight to the economic development process while pooling the existing resources of member businesses and their people. Ultimately, our goal is to promote Roseville's excellent business climate and welcome prospective businesses to join its vibrant economy and community.

WE ACHIEVE THIS BY GROWING JOBS, CAPITAL INVESTMENT, AND PAYROLL

2016/2017 was our most productive year to date, having more than doubled our goals in jobs and capital investment.



NEW JOBS

YEAR 4 GOAL: **1,000**

YEAR 4 ACTUAL: **2,235**



NEW CAPITAL INVESTMENT

YEAR 4 GOAL: **\$100,000,000**

YEAR 4 ACTUAL: **\$287,700,000**

CONFIRMED COMPANIES	JOBS	CAPITAL INVESTMENT
Gallila	50	\$250,000
Warwick	30	\$3,000,000
Adventist Health	850	\$130,000,000
TSI Property Sale	0	\$10,000,000
Teleplan Expansion	60	\$500,000
Dicks Sporting Goods	50	\$1,500,000
Lazy Dog	40	\$3,000,000
Rockin Bounce	15	\$5,000,000
Cokeva - Contract Expansion	30	\$0
McKesson (300k sq. ft. warehouse/dist)	166	\$44,000,000
Pappas Investments (MOB)	250	\$30,000,000
Meta Housing (80 units)	0	\$30,000,000
Mercy Housing (58 units)	0	\$20,000,000
HP R6 Building (DXE)	680	\$10,000,000
Ettore European Bakery	30	\$450,000
Total	2251	\$287,700,000

ADVANTAGE ROSEVILLE EXCEEDS PROJECTIONS



JOBS = **2,235**



CAPITAL INVESTMENT =
\$287,700,000

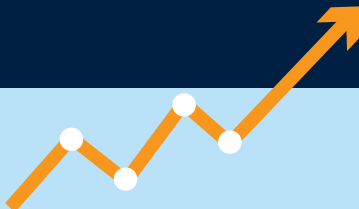


PAYROLL =
\$122,232,150

Source: 2016 BLS = \$54,690 average wage



TOTAL INVESTMENT =
\$384,932,150



ROI = **\$2,138***



SOLID: 22

NURTURING: 40

FOUR YEAR TOTAL JOBS & CAPITAL INVESTMENT



TOTAL NEW JOBS

5,170



TOTAL CAPITAL INVESTMENT

557,699,711

PARTNERSHIPS

Advantage Roseville partners with Greater Sacramento Economic Council (Greater Sacramento) and the Roseville Area Chamber of Commerce for the primary purposes of business attraction and job creation. Greater Sacramento represents a partnership between local governments, private CEO's, and stakeholders, with the sole mission of driving sustainable economic growth through business retention, attraction, growth and scale of new businesses, developing advanced industries and creating jobs and investment throughout a six-county region.

The Roseville Chamber of Commerce partnership focuses on business support, retention, expansion and tourism. The benefits include City participation in Chamber events to strengthen our partnership efforts and to elevate the awareness of this partnership throughout the business community.

The purpose of these partnerships is to attract, grow, support and expand business and job creation, assist small businesses and entrepreneurs and promote the City as a place to do business.

ROSEVILLE'S DEMOGRAPHICS

- Roseville's population is **135,868** as of January 1, 2017.
- Roseville's daytime population is estimated to exceed **170,000** due to the daily influx of workers and visitors.
- Roseville's median household income is **\$73,312**, 18.3% increase over last 5 years.
- Placer County (of which Roseville comprises 1/3 of the total population) is the **7th** wealthiest county in the state.
- Growing workforce **76,925**, 19.2% increase over last 5 years.
- The Roseville community has established education as a high priority. Over **92.5%** of adult Roseville residents have received their high school diploma.
- Trending higher, **37.2%** of the adult population has obtained a bachelor's degree or higher.

2017-2018 GOALS AND OBJECTIVES

GOAL 1:

1,000 New jobs

GOAL 2:

\$100 Million in capital investment

GOAL 3:

Leader in regional economic development efforts

GOAL 4:

Target specific industries
(*Manufacturing, Shared Service, Healthcare, Information, Technology, and Education*)

GOAL 5:

Support entrepreneurs and small and evolving businesses

GOAL 6:

Expand marketing and advertising efforts

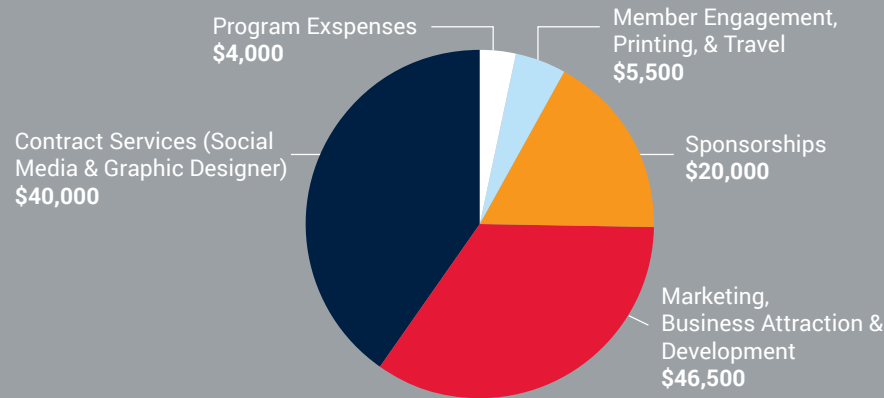
GOAL 7:

Increase communication and engagement with founding members

- 2 Quarter Events
- 12 monthly newsletters (Business Matters)

2017-2018 BUDGET \$116,000

Marketing & Business Attraction	\$46,500
Domestic	
Regional	
Development	
Competitiveness – Regional Emphasis	
Contract	\$40,000
Sponsorships	\$20,000
Member Engagement	\$5,500
2 Quarter Events	
12 Newsletters	
Miscellaneous	\$4,000



ROSEVILLE'S QUALITY OF LIFE

Roseville is one of those coveted communities with a strong quality of life, great schools, affordable housing, and wonderful parks and recreation programs for all ages.

Roseville is the retail center of California's Central Valley, offering an excellent shopping experience for every budget. Our warm and predictable climate allows for year-round outdoor activity.

Activities include use of our more than 30 miles of bike trails and over 60 parks. Excellent schools make Roseville a perfect place to raise a family. Our municipal water and electric utilities offer award-winning reliability with the lowest rates in the region.

Roseville makes good business sense. We are a place where businesses small and large find success. The key is Roseville's ability to provide first-rate services, competitive business costs, a centralized location, solid long-range planning and an educated, growing population. Roseville takes a holistic approach to creating a successful business climate by providing a solid foundation that allows companies to create, innovate and grow.

- For the past ten years, the Kosmont Rose Institute has identified Roseville as one of the least expensive cities in California to do business.
- Reliable and affordable utilities.
- Roseville's sales tax rate is 7.25% without any of the additional local, regional or district sales tax found elsewhere in the region.
- Roseville's development costs are among the lowest in the region and our development processes are the most efficient and predictable.
- Strong community and regional partnerships with Greater Sacramento Economic Council and Roseville Area Chamber of Commerce.
- Located in the center of the world's sixth largest economy, Roseville is the value proposition for California which is the most innovative and profitable state in the US.

MARKETING

CITY OF ROSEVILLE TECH - LIFE - BALANCE

ADVANTAGE ROSEVILLE

Roseville provides first rate services, competitive business costs, a centralized location, smart long range planning and an educated, growing population.

It's a city with attainable housing, excellent schools, plenty of open space and recreational opportunities.

By choosing Roseville, growing technology companies will find a city that welcomes your business and is a great place to live!

- Business Friendly
- 90-day Expedited Permitting Process (PASS)
- Home to 650 Tech Companies

CONTACT US TODAY!
Laura Matteoli - 916.774.5284
AdvantageRoseville.com

YOUR MOVE >



ADVANTAGE
ROSEVILLE



Fountains at Roseville

Roseville

Build in Roseville



Fast Permitting

Streamlined permitting and one stop development review

Lease in Roseville



Competitive Rates

Lowest Average "Class A" office space lease rate in the region

Thrive in Roseville



Median Household Income

Medium household income is \$80,658. 31% higher than the State

Work in Roseville



Growing Workforce

Growing workforce with 76,925 jobs and a projected 12.7% increase over the next 5 years

Live in Roseville



Reliable Utilities

Low rates on average 20% less expensive than PG&E and nationally recognized for 14 years running by APPA for its power reliability

Learn in Roseville



Highly Educated

Over 95% of adult residents receive their high school diploma and 39% have a bachelor's degree or higher

Ideal Location



On I-80, 2 hours from the Silicon Valley, San Francisco, Napa, and Tahoe. 4 hours from Yosemite

In the past two years alone, Roseville was ranked:

- One of the **least expensive** places to do business in California.
- In **top 12%** among 400 cities nationwide in 2015 as best cities for **women entrepreneurs**
- A **top 50 city** for back-office locations among suburban markets in the **US and Canada**
- 21st **safest** city in the nation
- 11th **healthiest** city in the country
- 4th most popular city in the country for **millennials to buy homes**
- #1 city in California to **raise a family**
- 24th best place to **retire** in America
- Among top 50 healthiest **housing markets** in the country
- 8th best city in California for **young families**
- 6th best **digital city** in the country among cities our size



ADVANTAGE
ROSEVILLE

Chris Robles | Economic Development Director
(916) 774-5421 | crobles@roseville.ca.us
AdvantageRoseville.com

CITY OF
ROSEVILLE
CALIFORNIA
Roseville.ca.us

#PlacerMade

McKESSON CHOSE ROSEVILLE, CA



McKESSON

After a multi-state selection process, we are pleased to announce that McKesson chose Roseville to locate a warehouse distribution facility.



BUSINESS LIFE BALANCE.

City of Roseville, Greater Sacramento, and Panattoni partnered to deliver a rapid and seamless experience.

Contact us today to see what we can do for you.



ADVANTAGE
ROSEVILLE



CITY OF
ROSEVILLE
CALIFORNIA

PANATTONI



GREATER SACRAMENTO
ECONOMIC COUNCIL

ADVANTAGE ROSEVILLE

Business Friendly: The most critical selection component was Roseville's unique and concurrent permitting processes which allowed Panattoni to receive their Planning Entitlements, Environmental Review, Civil Plan approval and Building Permit issued within **143 days!**

Chris Robles | Roseville Economic Development | 916.774.5421
AdvantageRoseville.com | SelectSacramento.com

CURRENT MEMBERS

ADVANTAGE AMBASSADORS



ROSEVILLE LEADERS

- Brookfield Residential
CBRE

Consolidated Communications
First Northern Bank
Folsom Lake Bank
John Mourier Construction
Kaiser Permanente
Pacific Gas & Electric
- River City Bank
Roseville Chamber
Sacramento Business Journal*
Sutter Health
Westfield Galleria @ Roseville
Williams + Paddon Architects

**New member*

ROSEVILLE HEROES

- First Bank
Westpark Communities

CHRIS ROBLES
CHIEF EXECUTIVE OFFICER
916.774.542 | crobles@roseville.ca.us

LAURA MATTEOLI
ECONOMIC DEVELOPMENT MANAGER
916.774.5284 | lmatteoli@roseville.ca.us



COUNCIL COMMUNICATION

CC #: 8783

File #: 0110

Title: 2017-2022 Economic Development Strategy

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

Meeting Date: 9/20/2017

Item #: 8.2.

RECOMMENDATION TO COUNCIL

The Economic Development Advisory Committee recommends that the City Council adopt a Resolution to approve the 2017-2022 Economic Development Strategy.

BACKGROUND

The City adopts Economic Development Strategies outlining a five year plan for economic growth. The last Economic Strategy was adopted in 2012 providing for the typical five year programming expiring in 2017. The recommended 2017-2022 Economic Development Strategy (see Attachment 1) was prepared by City staff working with guidance and input from the Economic Development Advisory Committee (EDAC). The overarching purpose of the Strategy is to capture business investment and support activities that grow jobs and capital investment that enhance our community.

The strategy takes a more focused approach to economic development than in the past, emphasizing programs and tasks that have been successful in producing results. The recommended strategy is purposefully abbreviated in text and overall document length to avoid investing resources in unproductive or low value activities. The Strategy leverages partnerships, shares resources, and builds on Roseville's competitive advantages to further establish Roseville as a community of choice for businesses, investment and residents through the incorporation of strategies related to:

- business retention
- business expansion
- business attraction
- support for small businesses
- expansion of higher education
- marketing and promotion

Given limited resources staff's goal was to develop strategies that were concise, direct, action-oriented, and able to be integrated into our daily operations. The Strategy identifies implementation components that further City Council goals. The implementation components

have action items that ensure success. Please refer to the Goal Mapping Matrix page 3 of Attachment 1.

The Strategy is based on the vision that the City of Roseville is a community of choice for business, investment and residents. Through the oversight of the Economic Development Advisory Committee, staff will focus on two main focus areas with actions supporting each as follows:

Chapter 1: Companies and Jobs

Strategy 1 – Business Retention & Expansion (BRE)

Strategy 1.1 – Business Attraction

Strategy 1.2 – Support Entrepreneurs, Small Business and Technology

Strategy 1.3 – Support Higher Education

Strategy 1.4 – Development Support

Strategy 1.5 - Marketing

Chapter 2: Partnerships and Quality of Life

Strategy 2 – Partnerships

Strategy 2.1 – Enhance Quality of Life

Strategy 2.2 – Support Roseville Non-Profit Entities

In July 29, 2017 staff shared the draft Strategy with the Roseville Chamber of Commerce's Economic Development and Government Affairs Committee for their review and input. The Committee stated that the draft Strategy was very informative and concise regarding business recruitment, retention and expansion efforts and agreed that highlighting the importance of collaborating with the surrounding jurisdictions and region was critical. At the Chamber presentation a comment was raised as to why art was not included as a strategy for economic development. A response was provided stating that art was intentionally not include as the strategy is limited to those actions that have the highest return on job creation and investment. Staff believes that if we are successful in job creation and investment there will be greater opportunity to access resources to support community enhancements such as art.

Implementation of the proposed 2017-2022 Strategy will be ongoing and monitored on a regular basis by the Economic Development Advisory Committee (EDAC) and staff. Staff will report out progress toward goals to EDAC, stakeholders and City Council through Business Matters the City's monthly e-news letter, Advantage Roseville reporting and direct presentations to City Council.

FISCAL IMPACT

There is no cost or fiscal impact associated with this request that has not been considered within the Economic Development budget. The Economic Development Department's FY 2017-2018 work programs, tasks and budgets are currently programmed for and approved within the department's budget. Future year's programming and allocations will be brought to City Council for review and approval during the annual budget review process.

ECONOMIC DEVELOPMENT / JOBS CREATED

The Economic Development Strategy will be the City's guiding document for supporting and advancing our economy. Job will be created and retained through business attraction, retention, and expansion efforts and building upon and leveraging our partnerships with Greater Sacramento Economic Council (GSEC), the Roseville Area Chamber of Commerce and our business partners within the community. Additionally staff will continue to build and maintain the City's high quality of life through promoting economic development focused and customer centric approach to City operations. These programs and services support the business community and will have both short and long term positive impact on Roseville's economy through job creation, increased property and sales tax and increase private investment. It is anticipated that the economy will remain strong through our efforts and implementation of the actions identified within the Strategy.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Approval of the five year 2017-2022 Economic Development Strategy itself does not have the potential for a significant effect and therefore is not subject to CEQA.

Respectfully Submitted,

Laura Matteoli, Economic Development Manager

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-419

2017-2022 Economic Development Strategy with matrix

RESOLUTION NO. 17-419

APPROVING THE 2017-2022 ECONOMIC DEVELOPMENT STRATEGY

WHEREAS, the City adopts Economic Development Strategies outlining a five year plan for economic growth; and

WHEREAS, staff's goal was to develop strategies that were concise, direct, action-oriented, and able to be integrated into daily operations; and

WHEREAS, the 2017-2022 Economic Development Strategy was prepared by staff working with the guidance and input from the Economic Development Advisory Committee (EDAC); and

WHEREAS, the 2017-2022 Economic Development Strategy was has been reviewed by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the 2017-2022 Economic Development Strategy is hereby approved.

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

AYES COUNCILMEMBERS:

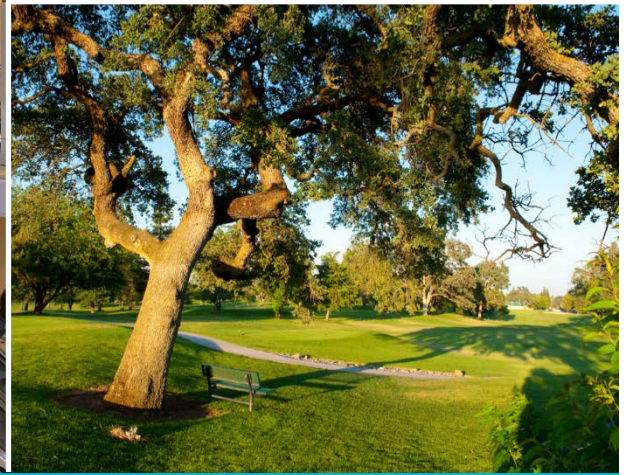
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Office of Economic Development 2017 – 2022 Economic Development Strategy

Economic Development Advisory
Committee Recommendation
May 2, 2017

City Council Approval
September 6, 2017



311 Vernon Street
Roseville, CA 95678
www.roseville.ca.us

CITY OFFICIALS

CITY COUNCIL

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

ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

Councilmember Tim Herman - Chair
Naaz Alikhan, Principal, Williams + Paddon Architects and Planners - Vice Chair
Stephanie Dement, Industry Representative
John Tallman, Chamber V.P. Economic Development
Christopher Onstott, Industry Representative
Colin Roe, Industry Representative
Geoff Sakala, Industry Representative

CITY STAFF

CITY MANAGER

Rob Jensen

ECONOMIC DEVELOPMENT DIRECTOR

Chris Robles

PROJECT STAFF

Laura Matteoli, Economic Development Manager
Bill Aiken, Development Analyst II
Wayne Wiley, Associate Planner
Lonnye Heple, Management Assistant II

Vision	City Council Goals	Economic Development Strategy Implementation Components	Economic Strategies Actions
Roseville is the City of Choice for Business, Investment and Lifestyle The Economic Development Strategy focuses on leveraging partnerships, sharing resources, and building on Roseville's Competitive advantages in an effort to strengthen Roseville's position as the region's community of choice for business and investment. We will reach our economic goals by embracing regional collaboration efforts that attract and grow jobs. 	The Economic Development Strategy identifies implementation components that implement City Council goals. The Economic Development Strategy relies on implementation of specific actions to ensure success. In turn, each action relies on implementation components as the mechanism to complete these actions. • Public Safety • Fiscal Soundness • Economic Development • Sound and Stable Utilities • A Great Downtown • Legislative Advocacy • Civic Engagement • Core Neighborhoods	The Economic Development Strategy focuses on leveraging partnerships, sharing resources, and building on Roseville's Competitive advantages in an effort to strengthen Roseville's position as the region's community of choice for business and investment. We will reach our economic goals by embracing regional collaboration efforts that attract and grow jobs. • Business Retention & Expansion • Business Attraction • Entrepreneurs, Small Businesses & Technology • Higher Education • Development Support • Marketing • Partnerships • Enhance Quality of Life • Roseville Non-Profits	Focus Area: Establish Roseville as a city known for quality businesses, a business friendly environment and a community that provide diverse job opportunities and high business values. Strategy 1: Business Retention & Expansion 1.a- Enhance the Business Retention & Expansion Program 1.b- Select and Prioritize Targets for Site Visits Strategy 1.1: Business Attraction 1.1a- Advantage Roseville Business Attraction Program 1.1b- Engage Regional Service Providers in Business Attraction Efforts 1.1c- Partner with Greater Sacramento Economic Council (GSEC) 1.1d- Implement Downtown-focused marketing Strategy 1.2: Support Entrepreneurs, Small Businesses & Technology 1.2a- Identify and support the needs of Roseville Small Businesses 1.2b- Produce marketing materials for business assistance program resources 1.2c- Position Roseville to develop, attract and retain young workforce Strategy 1.3: Support Higher Education 1.3a- Support Higher Education attraction access 1.3b- Communicate regularly with area higher education institutions. 1.3c- Promote the commercialization of academic research Strategy 1.4: Development Support 1.4a- Implement the City's Fee Deferral Program Strategy 1.5: Marketing 1.5a- Update and build focused content 1.5b- Regularly update and monitor the website and social media efforts 1.5c- Promote cross marketing messages that further economic goals Focus Area: Roseville as a City known for quality and being a community of choice. Roseville shall expand mutually beneficial partnerships, enhance regional quality of life, and continue to support nonprofits that are integral to enriching Roseville's quality of life. Strategy 2: Partnerships 2a- Select Partners based on organization's strengths and areas of expertise Strategy 2.1: Enhance Quality of Life 2.1a- Coordinate regional quality of life and economic development 2.1b- Support Placer Valley Tourism 2.1c- Maintain a leadership role in influencing legislation Strategy 2.2: Support Roseville Non-Profit Entities 2.2a- Support of local non-profit entities

INTRODUCTION AND EXECUTIVE SUMMARY

I. Vision

“Roseville is the city of choice for business, investment, and lifestyle”

II. Purpose

The Economic Development Strategy synthesizes the actions to be taken to ensure Roseville's economic growth. The goal of the Strategy is to capture and expand business investment that supports the community values by instituting policies that help achieve a safe environment and an equitable economy for our businesses, residents and development community. This Strategy focuses on leveraging partnerships, sharing resources, building on Roseville's competitive advantages, and strengthening Roseville's position as the region's community of choice for business and investment. We will reach our economic goals by embracing regional collaboration efforts that attract and grow jobs.

III. Guiding Framework

The City Council established the Economic Development Advisory Committee (EDAC) as the primary “Economic Development Strategy Team” with a goal to:

- o Create a diverse economy
- o Consider the entire community
- o Provide high level, customer focused services
- o Promote and protect the City's strengths
- o Create opportunities to ensure success of Roseville businesses
- o Build programs to effectively retain, attract, and grow business
- o Provide opportunities for residents to live and work in Roseville
- o Expand partnerships with jurisdictions and economic development organizations
- o Deliver City services in an efficient and cost effective manner

IV. Implementation, Monitoring Strategy and Goals

This Strategy identifies actions and tactics to be implemented over the next five years. Appendix A provides a Status Report for the first year action plan in a table format. To ensure flexibility and responsiveness to changing conditions and emerging opportunities, the Strategy proposes annual monitoring and adaptation.

Successful implementation of the Economic Development Strategy requires annual review and evaluation. EDAC is responsible for evaluating the Strategy's effectiveness in the following areas:

- The Goals, Strategies and Actions are effective in achieving the vision.
- The Strategy is relevant and reflective of Roseville's overall goals and vision.

Office of Economic Development (Economic Development) regularly and often monitors key demographic indicators to measure the health and success of a City.

The following demographic indicators are used to measure Roseville's well-being.

	2016	Comments
Population	134,072	Up 2% since 2015
Median Home Value	\$390,950	Up 5% since 2015
Home Ownership	65%	Ranked 50 th in CA for affordability
Average Household Income	\$80,658	Up 18.3% since 2010
Educational Attainment	95% = HS Diploma 39% Bachelor's or higher	
School Ranking	9 out of 10 (CA School Ranking)	
Number of Jobs	76,925	Up 19.2% since 2010
Unemployment	3.8%	Lowest 4% in the State
Vacancy rates	Industrial = 8.2% Office = 11.8% Retail = 8.4%	
Property Tax Valuation Revenue	\$19.7 billion	Up 6.82% since 2015
Sales Tax Revenue	\$43.5 million	Up 19% over fiscal year 2014 (2014 -2015)
Target Industries	Healthcare Emerging Technologies Government Manufacturing Life Sciences Information Technology	

Stretch Goal

In addition to the recommended actions and goals identified within this Strategy, a "stretch goal" has been identified to ensure future advancement and growth beyond the City's current projections. The stretch goal shall be to locate a new business in Roseville that will generate 1,000 jobs or greater.

CHAPTER 1 – COMPANIES AND JOBS

One of the primary goals of the Economic Development Strategy is to enhance Roseville's reputation as a City known for quality businesses, a business friendly environment and a community that provides diverse job opportunities and high business value. This goal will be achieved through the incorporation of strategies related to:

- business retention
- business expansion
- business attraction
- support for small businesses
- expansion of higher education
- marketing and promotion

STRATEGY 1 - BUSINESS RETENTION & EXPANSION

Strategy Objective

Continue the business retention and expansion program to build a strong business support structure to enhance economic outcomes. Seek opportunities to apply more resources to create more robust efforts.

Action 1a – Enhance the Business Retention & Expansion Program.

The Business Retention & Expansion (BRE) program shall address the following objectives:

- Prevent existing business from relocating out of the area.
- Assist in expansion of existing businesses in the community.
- Assist existing businesses in meeting their business needs.
- Address common business concerns to improve the local business climate.

City staff will assume the lead role in implementing a comprehensive BRE program due to its frequent “first point of contact” interaction with local businesses. Partnership with the Chamber of Commerce will be essential to success of the BRE program. In addition, it is recommended that previously surveyed businesses and the broader community be regularly updated regarding identified business climate issues and progress toward addressing common concerns. City staff will track business interactions to monitor results to ensure the established performance standards are met.

Action 1b - Select and prioritize targets for site visits.

Economic Development will adopt the following site visit procedures to ensure consistency in business data collection:

1. Send a reminder to the company contact one week prior to the scheduled visit.
2. Gather pertinent background prior to the visit. Note any topics discovered in the background search that may warrant follow up inquiries (e.g. headquarters activities, supplier company activities, and new product/ service development).
3. Provide the company contact with basic city services and business support information.
4. Conduct open-ended interviews including standard questions.
5. Assess potential obstacles for business expansion and develop strategies to remove obstacles.
6. Review meeting outcomes, analyze interview results, and communicate with service providers as necessary.

STRATEGY 1.1 - BUSINESS ATTRACTION

Strategy Objective

Increase Roseville's competitiveness for new businesses and those seeking to relocate. Focus on companies that create quality jobs, strengthen high value industries, support existing businesses, fill vacant tenant spaces, and provide support that the community values.

Action 1.1a - Advantage Roseville Business Attraction Program

Advantage Roseville is a Public/Private partnership that includes several components:

- Marketing – creation of marketing collateral that can be easily customized and tailored to specific Business Sector Targets (e.g. Advanced Manufacturing, Technology Based Companies, Medical and Health Services, Financial & Shared Services, and Information & Communication Services) and Business Location Targets (e.g. City of Roseville, Bay Area, California, and International).
- Website – provide current information relevant to potential businesses, brokers, and property owners that is comprehensive and easily navigable. The domain name www.advantageroseville.com shall be used for business attraction efforts.

Roseville must continue to emphasize and market its desirable business climate and assets on a regional, statewide, national, and international level. The City's marketing campaign should be directed at companies considering relocation due to growth needs, property or utility costs, end of lease, workforce needs, or proximity needs. Consider Bay Area markets, out of State markets and overseas markets. The City should continue and enhance partnerships with *Greater Sacramento Economic Council* (GSEC) to jointly market to these areas and share resources, where feasible. Additionally, the City should partner with the Roseville Community Development Corporation (RCDC) – Advantage Roseville to attract businesses, with a particular focus on established businesses in the region that may be considering additional locations. The City should be well represented at business events in the region and not only by staff, but with EDAC members attending at least two business and job events in the region. EDAC members shall be ambassadors for the City and will have a goal of providing five or more business referrals to Economic Development staff annually.

Action 1.1b - Engage County and Regional Service Providers in Business Attraction Efforts.

The City should continue to augment business attraction efforts and maintain access to knowledge and experience with Placer County agencies and organizations. Roseville shall participate in regional developments through various meetings, trade shows, and other networking opportunities.

Action 1.1c – Coordinate with Greater Sacramento Economic Council (GSEC).

The City shall continue regional business recruitment efforts with GSEC to jointly market to businesses within the Greater Sacramento Area, State and nationally.

Action 1.1d - Implement Downtown-focused marketing.

The City shall continue its efforts to support and promote growth of new and existing businesses in Downtown. The City and RCDC will actively recruit businesses that support or enhance the Downtown vision. Communication between the City, RCDC, Downtown Roseville Partnership and Merchant Association shall continue on a regular basis.

STRATEGY 1.2 - SUPPORT ENTREPRENEURS, SMALL BUSINESSES, AND TECHNOLOGY

Strategy Objective

The City shall encourage opportunities for small businesses, entrepreneurs and start-up companies by building a network of resources that assist these types of businesses and helps them to grow and succeed in the local economy. The City shall take advantage of potential technology transfer opportunities from area colleges and universities.

Action 1.2a - Identify the needs of Roseville Small Businesses.

The City and Chamber shall jointly analyze the needs of small businesses and develop and provide training opportunities. The City and RCDC shall continue to provide training sponsorship through Advantage Roseville and in kind support from the City.

Action 1.2b - Produce marketing materials cataloging business assistance program resources.

Strategic outreach is necessary to focus collective resources on the businesses most likely to provide a long-term benefit to the community. Business groups recommended for targeted outreach include:

- Small Businesses with annual sales of \$500,000 or more with five-year growth of 20 percent or greater
- Small Businesses in identified viable industries, clusters, and high value activities
- Newly relocated Small Businesses
- Small Businesses companies flagged from Business Walks/Visits
- Small Businesses that have received City incentives

The City, Chamber, and Advantage Roseville will work to establish outreach goals in the short-term and on an ongoing basis, based on available resources. Business support providers such as Northeastern California Small Business Development Center, SCORE, "Counselors to America's Small Business" and other external service providers shall be surveyed to determine the business needs of small businesses that have used services and those that possess characteristics of a potentially successful company. The feedback effort should be considerate of confidentiality agreements between businesses and service providers. Additionally, the City shall support the Chamber in their business walk efforts.

Action 1.2c - Ensure Roseville is well positioned to develop, attract and retain talented young workers, particularly those that are entrepreneurial in nature.

The City should continue to support "Ignite," a young professionals' organization. Ignite was founded by the Chamber of Commerce with the City's assistance and has experienced rapid growth in a short timeframe. The City should work with the Ignite executive team to identify opportunities for mutual support. The City should also look for mutual marketing opportunities and

use Ignite as a tool to help attract young talent and new businesses to Roseville.

STRATEGY 1.3 - SUPPORT HIGHER EDUCATION

Strategy Objective

Assist Higher Education in development and expansion of higher education facilities and opportunities.

Action 1.3a - Support higher education attraction access.

City staff should meet with key staff from local higher education facilities at regular intervals to receive updates on programs and services related to workforce development and training, or other benefits to the business community. Based on this information, new or updated programs and services shall be incorporated into the City's marketing materials.

Action 1.3b - Maintain communication with area higher education institutions. Become familiar with programs and services offered that can assist local businesses. Promote these programs and services to existing businesses and use in marketing material for business attraction.

The City should establish contacts and relationships with representatives of Higher Education Facilities such as Sacramento State, UC Davis Innovation Access and the University of Warwick to maximize opportunities for technology transfer to existing Roseville businesses. Additionally, focus should be placed on partnerships with Higher Education and the Chamber of Commerce. Specifically related to the Chamber's Internship Program that places students with business contacts in their desired field of study. Finally, the City should explore opportunities to bring new companies to Roseville that are created around technology or patents emerging from UC Davis and the University of Warwick.

Action 1.3c - Meet with representative from Higher Education Facilities (e.g. UC Davis, Sacramento State, the University of Warwick, Sierra College) responsible for technology transfer to determine how Roseville can benefit from the commercialization of academic research.

Analyze the need and feasibility of developing a university research/technology park in conjunction with UC Davis, Sacramento State, the University of Warwick, and/or other university systems. A research park may also include a business accelerator or start-up space that fosters new companies.

STRATEGY 1.4 – DEVELOPMENT SUPPORT

Strategy Objective

Determine the best development support for business attraction, retention, and support of entrepreneurs and start-ups that maximizes the City's return on investment. Modify existing incentive programs, if necessary.

Action 1.4a - Implement the existing Fee Deferral Program.

The City's fee deferral program reflects the current business needs with the intent of attracting new businesses or encouraging the expansion of existing businesses. The fee deferral program is aimed at providing an incentive for residential and nonresidential development. This program should continue to be supported and promoted by the City.

The City also participates in the Statewide Community Infrastructure Program (SCIP) that provides a longer term financing option attractive to larger scale projects. This program should continue to be supported and promoted by the City.

STRATEGY 1.5 - MARKETING

Strategy Objective

Develop an annual marketing plan that provides updated and relevant information to existing businesses, potential businesses, and entrepreneurs. The marketing plan should be coordinated with other local and regional marketing plans (i.e., Chamber, GSEC). Marketing efforts should emphasize use of the web, but also consider social media applications.

Action 1.5a - Update general information on website and build focused content.

The City should implement the following design changes to its Economic Development website:

- Direct users to “Advantage Roseville” as the primary contact point for business-related matters.
- Incorporate a common marketing message and image “Advantage Roseville” into website and related content, including any downloadable or print pieces.

Action 1.5b - Regularly update and monitor the web site and social media efforts.

Multiple City departments generate information relevant to businesses, including but not limited to: City Manager’s Office, Roseville Electric, Environmental Utilities, Planning, Parks, Police, and Fire Departments. To ensure maximum impact and readership, the City’s cross-departmental communications team should work to coordinate the timing, content, format, message, and design of various publications generated by City departments. Procedures should be established to ensure consistency between City publications relevant to businesses. Alternatively, the City could work to produce fewer, more comprehensive publications.

Developing a citywide business communications plan will assist business customers in quickly finding the information they need. Other benefits include:

- “Customer centric” organization of information – organized by the customer’s needs rather than by City department.
- Coordination of City’s overarching message to business customers.

Action 1.5.c - Identify cross marketing messages, particularly those that further the goals of the City and the Strategy.

Many of the identified partners have marketing plans to promote and advertise their programs and services. In addition, neighboring jurisdictions also market and promote their cities in some way. When meeting with partners, discuss marketing plans and identify potential joint marketing efforts. Examples include promoting business related workshops on the City’s website that are being sponsored by other organizations or joint advertising by Roseville, Rocklin and Lincoln and their respective Chambers of Commerce. Conversely these partners would promote City messages through their media outlets. Promoting the programs and services of other organizations that reciprocate in promoting the City message maximizes City exposure resulting in the greatest benefit.

Chapter 2 – PARTNERSHIPS AND QUALITY OF LIFE

Quality of life is an important aspect of the Strategy and is a locational decision factor for potential residents and businesses. Roseville has many attributes that support a high quality of life, including: proximity to regional attractions, strong job base and labor force, diverse array of housing, low crime rates, low traffic, great parks and recreational opportunities, quality schools and education, high quality, reliable, and affordable municipal services, and retail opportunities. These attributes may often be among the first factors considered by business owners considering relocation. Therefore, expanding mutually beneficial partnerships, enhancing regional quality of life, and supporting Roseville nonprofits will each play an integral role in the implementation of the Strategy as discussed further in this chapter.

STRATEGY 2 - PARTNERSHIPS

Strategy Objective

Identify and work with partners that advance the actions and goals set forth in this Strategy to ensure a regional collaborative approach consistent with the City's Economic Development goal.

Action 2a - Select partners based on organization's strengths and areas of expertise.

The City shall participate in partnerships with key local leaders that help Roseville implement the Economic Development Strategy. It is essential to identify the expected outcome of the partnership and clearly define partner responsibilities. Specific actions need to be listed with partners acknowledging their role in support of the Strategy.

The City of Roseville currently works with several partners and plans to continue working with and supporting these organizations. Listed below are the City's current partners in economic development along with a brief description of the affiliation to the City.

Partnering Organization	Affiliation to the City
Roseville Chamber of Commerce	Business assistance, information and referral services. Membership (\$40,000/yr.)
Greater Sacramento Economic Council (GSEC)	National and International attraction, recruitments, and marketing. Membership (\$55,000/yr.)
Placer County Office of Economic Development (PCOED)	Provides a variety of services for job seekers and employers with hiring needs including job fairs, interview appointment scheduling, conference room space for employee testing or interviews, and assistance with Work Opportunity Tax Credits.
Northeastern California Small Business Development Center (SBDC)	Provides one-on-one consulting, training, and technical assistance in all aspects of small business management.

The City's participation in these partnerships is often realized as financial support provided by the City. Other partners may be supported by the City providing services or facilities. For example the City may provide a meeting room for a workshop at no charge to the partner organization. In exchange the City often receives a seat at the table at these workshops which allow the City to promote the Strategy.

STRATEGY 2.1 - ENHANCE QUALITY OF LIFE

Strategy Objective

Support the maintenance and enhancement of the region's Quality of Life.

Action 2.1a - Coordinate regional quality of life and economic development

The City shall engage and be an active participant in regional initiatives that enhance quality of life or positively impact the social good.

Action 2.1b - Support Placer Valley Tourism. Work to develop and strengthen tourism in Roseville and South Placer County, with a particular emphasis on sports tourism.

Placer Valley Tourism shall continue to primarily focus on attracting amateur athletic events to the area, such as youth multi-day softball or soccer tournaments. These events frequently use City softball and soccer fields, basketball courts, and swimming pools, for which many were planned and developed to facilitate "tournament" level use.

Action 2.1c - Maintain a leadership role in influencing legislation affecting Roseville's economy.

Each year the City Council adopts a legislative platform highlighting key areas of focus. This platform guides City staff in tracking issues and legislation at the state and federal level. Economic development, revitalization, and housing are recurring issues adopted with the platform. Other issues are also tracked that may have economic development implications, such as legislation affecting utility rates. The City Council should continue its practice of adopting an annual legislative platform. City Government Affairs staff, with the assistance of outside lobbyists, should continue with its efforts to track and influence legislation where directed, and inform City departments of pertinent issues.

STRATEGY 2.2 - SUPPORT ROSEVILLE NON-PROFIT ENTITIES

Strategy Objective

Strengthen and promote non-profits that serve Roseville and South Placer.

Action 2.2a – Continue support of local non-profit entities.

The City should continue its support of local non-profit entities that enhance Roseville's quality of life, through participation in the Citizens Benefit Fund, REACH, and other services. Roseville should also continue to coordinate opportunities for partnerships between local businesses and non-profit entities.

ORDINANCE NO. _____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING
SUBSECTION 2.60.040(C), SUBSECTIONS 2.60.065(C) AND (D), SECTION 2.60.070,
SECTION 2.60.075, SECTION 2.60.080, AND SECTION 2.60.090 OF CHAPTER 2.60,
AMENDING SUBSECTION 2.80.040(B)(4), SECTION 2.80.070, SECTION 2.80.080,
AND SECTION 2.80.090 OF CHAPTER 2.80, AND AMENDING SECTION 2.90.010 OF
CHAPTER 2.90 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE REGARDING
CAMPAIGN FINANCE DISCLOSURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Subsection 2.60.040(C) of Section 2.60.040 of Chapter 2.60 of Title
2 of the Roseville Municipal Code is hereby amended to read as follows:

2.60.040 Definitions.

C. “Campaign period” for general election means the period from a point nine months prior to the general election for any elective city office, until the December 31st immediately following such general election. “Campaign period” for a special election means the period from the date the city council calls for special election until two months after the special election. In the case of a recall election, the “campaign period” shall commence on the date a notice of intent to circulate a recall petition is served on the city clerk until two months after the recall election. Except as provided in Section 2.60.065(E)

below, no candidate shall retain or expend any contribution received outside of the campaign period for any election in which he or she is a candidate.

SECTION 2. Subsections 2.60.065(C) and (D) of Section 2.60.065 of Chapter 2.60 of Title 2 of the Roseville Municipal Code are hereby amended to read as follows:

2.60.065 Mandatory contribution limits.

C. Candidates or controlled committees who agree to limit their campaign expenditures pursuant to Section 2.90.010 may retain no more than \$500.00 in cumulative contributions per campaign period from any single contributor. Any amount in excess of \$500.00 received from any single contributor shall be returned to the contributor within 15 business days of the candidate's or controlled committee's receipt of the excess contribution. ~~The excess contribution and the date of its return shall be reported on forms prepared and supplied by the city clerk.~~

D. Candidates or controlled committees who do not agree to limit their campaign expenditures pursuant to Section 2.90.010 may retain no more than \$250.00 in cumulative contributions per campaign period from any single contributor. Any amount in excess of \$250.00 received from any single contributor by any candidate or controlled committee who did not agree to limit their campaign expenditures shall be returned within 15 business days of the candidate's or controlled committee's receipt of the excess contribution. ~~The excess contribution and the date of its return shall be reported on forms prepared and supplied by the city clerk.~~

SECTION 3. Section 2.60.070 of Chapter 2.60 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.60.070 Reporting campaign contributions and expenditures.

A. ~~In addition to those campaign contribution reports required by the Political Reform Act of 1974, as amended, each candidate and each controlled committee shall file with the city clerk:~~The Political Reform Act of 1974, and the California Government Code, provide for various campaign reports to be filed on dates determined by the Fair Political Practices Commission (FPPC). In addition to the reports required by the FPPC, Roseville candidates will be required to file reports no later than April 5 for the period of February 1 to March 31 and June 5 for the period of April 1 to May 31 during the election period.

All candidates appearing on the ballot, their controlled committees, and committees primarily formed to support or oppose an elected official, candidate, or a measure shall file the applicable pre-election and post-election reports specified in Section 84200 et seq. of the California Government Code and file reports required by the City of Roseville as prescribed in subsection (B)(1) of this section. Reports shall be filed with the city clerk as follows:

2.1. ~~A list-report~~ of all contributors who have made a contribution or contributions to the candidate or controlled committee in the cumulative amount of \$100.00 or more since the last report. The list shall include the name, address, occupation, and employer of each contributor, and the dollar amount of each contribution or contributions.

4.2. A ~~list~~report of all expenditures made by the candidate or controlled committee to each person who received the cumulative amount of \$100.00 or more since the last report. The report shall include the name, and street address of each recipient, as well as the amount of each expenditure and a brief description of the consideration for which each expenditure was made.

~~B.1. For general elections, these reports shall be filed by 12:00 noon on:~~

~~a. The fifth day of each month during the campaign period;~~

~~b. October 21st; and~~

~~c. December 31st.~~

~~2. For special elections, these reports shall be filed by 12:00 noon on:~~

~~a. The fifth day of each month during the campaign period;~~

~~b. The 14th day before the special election; and~~

~~c. The 60th day after the special election.~~

~~3. In the event a candidate or officeholder accepts contributions or makes expenditures outside the campaign period:~~

~~a. The contribution reports required by subsection (A)(1) of this section shall be filed by 12:00 noon on the first day of each month during the contribution period;~~

~~b. The expenditure reports shall be filed within 10 business days of the transaction. The transaction shall be deemed to have occurred when the invoice is received or when payment is made, whichever occurs first.~~

~~C. In addition to the reports required above, each candidate and each controlled committee shall file with the city clerk a list of all contributors who have made a contribution or contributions to the candidate or controlled committee of \$100.00 or~~

~~more, and the cumulative total of all contributions made by that contributor. These lists shall be filed by 12:00 noon on October 21st for general elections, and by 12:00 noon on the 14th day before the election for special elections.~~

~~—— D. — All reports required by this section shall be filed on forms supplied by the city clerk. (Ord. 5287 § 1, 2014; Ord. 3717 § 1, 2001; Ord. 3599 § 1, 2000; Ord. 3557 § 1, 2000; Ord. 3487 § 1, 2000; Ord. 2043 § 1, 1987; Ord. 1642 § 1, 1982.)~~

B. Reporting Deadlines.

1. For general elections, pre-election and post-election reports shall be filed as follows:

a. April 5 for the period of February 1 to March 31.

b. June 5 for the period of April 1 to May 31.

c. July 31 for the period of January 1 to June 30 (semi-annual).

d. For the period ending 45 days before the election and filed no later than 40 days before the election covering period July 1 to deadline (1st pre-election).

e. For the period ending 17 days before the election and filed no later than 12 days before the election from the last deadline (2nd pre-election). This report must be filed by personal delivery, guaranteed overnight service or on-line.

f. January 31 for the period from 2nd pre-election deadline to December 31 (semi-annual).

g. Reports shall be filed with the city clerk by 5:00 p.m. on the deadline dates.

2. For special or recall elections, pre-election and post-election reports shall be filed as follows:

- a. April 5 for the period of February 1 to March 31.
- b. June 5 for the period of April 1 to May 31.
- c. July 31 for the period of January 1 to June 30 (semi-annual).
- d. For the period ending 45 days before the election and filed no later than 40 days before the election (1st pre-election).
- e. For the period ending 17 days before the election and filed no later than 12 days before the election from the last deadline (2nd pre-election). This report must be filed by personal delivery, guaranteed overnight service or on-line.
- f. 60th day after the special election.
- g. January 31 for the period from 2nd pre-election deadline to December 31 (semi-annual).
- h. Reports shall be filed with the city clerk by 5:00 p.m. on the deadline dates.

C. The period covered by any report begins on the day after the closing date of the last report filed. Dates for the 1st pre-election and 2nd pre-election reports will vary depending on the yearly election date.

D. In addition to the campaign reports required by Sections 84200 and 84200.5 of the California Government Code, all candidates and committees shall file the following special reports (if applicable):

- 1. Late contribution reports (within 24 hours of receipt).

2. Late independent expenditure reports, when required by Section 84204 of the California Government Code.

E. All reports required by this section shall be filed on forms supplied by the FPPC, the city clerk or via the City of Roseville electronic campaign filing portal. The contributions and expenditures listed on required reports shall be cumulative for each election.

F. It shall be the duty of the candidate, their treasurer, and principal officer of any committee, to maintain such detailed accounts, records, bills, copies of checks, and receipts that are necessary to prepare the campaign statements required by this chapter and the Political Reform Act. Such records shall also be maintained and retained by committees primarily formed to support or oppose an elected officer, candidate, or a measure pursuant to the provisions of the Political Reform Act and regulations promulgated by the FPPC.

SECTION 4. Section 2.60.075 of Chapter 2.60 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.60.075 Late filing fees.

Any person who files a report required pursuant to Section 2.60.070 after the deadline imposed by that section shall, in addition to any other penalties or remedies established by this chapter and the Political Reform Act, be liable in the amount of \$25.00 per day after the deadline until the report is filed. ~~except that any person who files a report required pursuant to Section 2.60.070(B)(1)(b) or Section 2.60.070(B)(2)(b) after the~~

~~deadline imposed by that section shall, in addition to any other penalties or remedies established by this chapter, be liable in the amount of \$250.00 per day after the deadline until the report is filed.~~

Liability need not be enforced by the filing officer if he or she determines on an impartial basis that the late filing was not willful and that enforcing liability will not further the purposes of this chapter. Liability shall not be waived for any report required pursuant to Section ~~2.60.070(B)(1) or (B)(2)(1)(b) or 2.60.070(B)(2)(b)~~ filed more than ~~five~~5 days after the filing officer has sent specific written notice of the requirement. Liability shall not be waived for any other report required by Section 2.60.070, if filed more than 10 days after the filing officer has given specific written notice of the filing requirement.

SECTION 5. Section 2.60.080 of Chapter 2.60 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.60.080 Publication of contributors.

~~A. — The city clerk shall cause all lists submitted in accordance with the provisions of Section 2.60.070(A)(1)(b), (B)(1)(b) and (B)(2)(b) to be published preceding the election in a newspaper of general circulation in the city. In addition, the clerk shall also publish each candidate's total contributions received and expenditures (cumulative to date) as indicated on the summary page of the most recently filed City of Roseville campaign contributor reporting form.~~

~~B.~~The city clerk shall cause all ~~lists~~reports submitted in accordance with the provisions of Section ~~s~~ 2.60.070(B)(1) ~~and (B)(2)1)(c) and (B)(2)(c) to be published to be~~ made available for review on the city website within two weeks of submittal. ~~on the city's website. In addition, the clerk shall also publish on the city's website, each candidate's total contributions received and expenditures (cumulative to date) as indicated on the summary page of the most recently filed City of Roseville campaign contributor reporting form.~~

SECTION 6. Section 2.60.090 of Chapter 2.60 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.60.090 Violation unlawful.

Any person who knowingly or ~~wilfully~~willfully violates any provision of this chapter is guilty of a misdemeanor.

SECTION 7. Subsection 2.80.040(B)(4) of Section 2.80.040 of Chapter 2.80 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.80.040(B) Definitions.

4. Contribution shall not include the cost of an event held in honor or behalf of a recipient or committee when the total cost of the event amounts to no more than ~~\$200.00~~\$475.00 and when the event is not held for the purpose of obtaining contributions to the committee.

SECTION 8. Section 2.80.070 of Chapter 2.80 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.80.070 Report of contributions received.

~~A. Each recipient committee shall submit to the city clerk a list of contributors containing the names of all persons who have made a contribution or contributions to the recipient committee in the cumulative amount of \$100.00 or more. The list shall contain the names of such contributors and the cumulative amount contributed by such persons.~~

~~1. For general elections, the lists shall be submitted by twelve noon on October 21st.~~

~~2. For special elections, these lists shall be submitted by twelve noon on the fourteenth day before the election.~~

~~B. On the thirtieth day subsequent to any election, each recipient committee shall submit to the city clerk, by not later than twelve noon, a list of contributors. The list shall contain the names of all persons who have made a contribution or contributions to the recipient committee in the cumulative amount of \$100.00 or more. The list shall contain the names of such contributors and the cumulative amount contributed by such persons. The list need not contain names of contributors previously submitted to the city clerk pursuant to subsection A of this section, unless the contributor has made additional contributions since the prior submittal of lists to the city clerk.~~

~~C. On January 31st and July 31st of every year following an election, each recipient committee shall submit to the city clerk by not later than twelve noon, a list of~~

~~contributors. The list shall contain the names of all persons who have made a contribution or contributions to the recipient committee in the cumulative amount of \$100.00 or more. The list shall contain the names of such contributors and the cumulative amount contributed by such persons. The list need not contain names of contributors previously submitted to the city clerk pursuant to subsections A and B of this section, unless the contributor has made additional contributions since the prior submittal of lists to the city clerk. The requirement to submit lists shall terminate upon the liquidation of all campaign debts incurred by the recipient committee. (Ord. 3717 § 2, 2001; Ord. 2043 § 2, 1987; Ord. 1643 § 1, 1982.)~~

A. The Political Reform Act of 1974, and the California Government Code, provide for various campaign reports to be filed on dates determined by the Fair Political Practices Commission (FPPC). In addition to the reports required by the FPPC, Roseville ballot measure committees will be required to file reports no later than April 5 for the period of February 1 to March 31 and June 5 for the period of April 1 to May 31 during the election period.

All ballot measure committees, their controlled committees, and committees primarily formed to support or oppose an elected official, candidate, or a measure shall file the applicable pre-election and post-election reports specified in Section 84200 et seq. of the California Government Code and file reports required by the City of Roseville as prescribed in subsection (B)(1) of this section. Reports shall be filed with the city clerk as follows:

1. A report of all contributors who have made a contribution or contributions to

the ballot measure committee or controlled committee in the cumulative amount of \$100.00 or more since the last report. The list shall include the name, address, occupation, and employer of each contributor, and the dollar amount of each contribution or contributions.

2. A report of all expenditures made by the ballot measure committee or controlled committee to each person who received the cumulative amount of \$100.00 or more since the last report. The report shall include the name, and street address of each recipient, as well as the amount of each expenditure and a brief description of the consideration for which each expenditure was made.

B. Reporting Deadlines.

1. For general elections, pre-election and post-election reports shall be filed as follows:

a. April 5 for the period of February 1 to March 31.

b. June 5 for the period of April 1 to May 31.

c. July 31 for the period of January 1 to June 30 (semi-annual).

d. For the period ending 45 days before the election and filed no later than 40 days before the election covering period July 1 to deadline (1st pre-election).

e. For the period ending 17 days before the election and filed no later than 12 days before the election from the last deadline (2nd pre-election). This report must be filed by personal delivery, guaranteed overnight service or on-line.

f. January 31 for the period from 2nd pre-election deadline to December 31 (semi-annual).

g. Reports shall be filed with the city clerk by 5:00 p.m. on the deadline dates.

2. For special or recall elections, pre-election and post-election reports shall be filed as follows:

a. April 5 for the period of February 1 to March 31.

b. June 5 for the period of April 1 to May 31.

c. July 31 for the period of January 1 to June 30 (semi-annual).

d. For the period ending 45 days before the election and filed no later than 40 days before the election (1st pre-election).

e. For the period ending 17 days before the election and filed no later than 12 days before the election from the last deadline (2nd pre-election). This report must be filed by personal delivery, guaranteed overnight service or on-line.

f. 60th day after the special election.

g. January 31 for the period from 2nd pre-election deadline to December 31 (semi-annual).

h. Reports shall be filed with the city clerk by 5:00 p.m. on the deadline dates.

C. The period covered by any report begins on the day after the closing date of the last report filed. Dates for the 1st pre-election and 2nd pre-election reports will vary depending on the yearly election date.

D. In addition to the campaign reports required by Sections 84200 and 84200.5 of the California Government Code, all ballot measure committees shall file the following special reports (if applicable):

1. Late contribution reports (within 24 hours of receipt).
2. Late independent expenditure reports, when required by Section 84204 of the California Government Code.

E. All reports required by this section shall be filed on forms supplied by the FPPC, the city clerk or via the City of Roseville electronic campaign filing portal. The contributions and expenditures listed on required reports shall be cumulative for each election.

F. It shall be the duty of the ballot measure committee, their treasurer, and principal officer of any committee, to maintain such detailed accounts, records, bills, copies of checks, and receipts that are necessary to prepare the campaign statements required by this chapter and the Political Reform Act. Such records shall also be maintained and retained by committees primarily formed to support or oppose an elected officer, candidate, or a measure pursuant to the provisions of the Political Reform Act and regulations promulgated by the FPPC.

SECTION 9. Section 2.80.080 of Chapter 2.80 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.80.080 Publication of ballot measure contributors.

~~A. The city clerk shall cause all lists submitted in accordance with the provisions of Section 2.80.070(A) to be published preceding the election in a newspaper of general circulation in the city. In addition, the clerk shall also publish each committee's total contributions received and expenditures (cumulative to date) as indicated on the summary page of the most recently filed Fair Political Practices Commission reporting form.~~

~~B. The city clerk shall cause all listsreports submitted in accordance with the provisions of subsections (B)(1) and (B)(2) of Section 2.80.070 and C of Section 2.80.070 to be published once, to be made available for review on the city website within two week of submittal. within two weeks of submittal in a newspaper of general circulation in the city. In addition, the clerk shall also publish each committee's total contributions received and expenditures (cumulative to date) as indicated on the summary page of the most recently filed Fair Political Practices Commission reporting form.~~

SECTION 10. Section 2.80.090 of Chapter 2.80 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.80.090 Violation unlawful.

Any person who knowingly or ~~wilfully~~willfully violates any provision of this chapter is guilty of a misdemeanor.

SECTION 11. Section 2.90.010 of Chapter 2.90 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.90.010 Maximum voluntary campaign expenditures.

No candidate or controlled committee who voluntarily accepts expenditure ceilings shall make campaign expenditures in excess of an amount equal to \$1.50 per registered voter of the City of Roseville. The number of registered voters for such calculation shall be determined by the city clerk from the last available certification of registered voters by the California Secretary of State on the first day of the campaign period. Such determination by the city clerk shall be posted in ~~at least three~~ one public places within the city and posted on the official city Internet web site.

SECTION 12. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 13. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three conspicuous locations in the City and 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 September, 2017, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK



COUNCIL COMMUNICATION

CC #: 8770
File #: 0113-02

Title: Community Development Block Grant 2016 Consolidated Annual Performance and Evaluation Report
Contact: Danielle Foster 916-774-5446 dfoster@roseville.ca.us

Meeting Date: 9/20/2017
Item #: 9.2.

RECOMMENDATION TO COUNCIL

1. Hold the Public Hearing and receive public comment regarding the City's 2016 Consolidated Annual Performance and Evaluation Report (CAPER); and
2. Approve, by resolution, the City's 2016 CAPER for submittal to the U.S. Department of Housing and Urban Development (HUD).

BACKGROUND

As an entitlement jurisdiction for Community Development Block Grant (CDBG) funds, the City is required to annually review and report on the progress it has made in carrying out its Annual Action Plan and progress toward five-year goals identified in the 2015–2019 Consolidated Plan.

The Housing Division and its Housing Authority have been successful in assisting the needs of 5,968 lower income households through the use of CDBG and other housing and community development funds. During fiscal year 2016-17, \$10,848,880 from federal, state, and local funding sources was spent for affordable housing, housing rehabilitation, homebuyer assistance, community development projects, public services, rental assistance, homeless prevention, rapid rehousing and other homeless assistance to assist lower income households.

Two of the Housing Division's primary programs, the Housing Authority's Housing Choice Voucher Program (federal rental assistance program) as well as the annual Community Development Block Grant (CDBG) Program (federal funding), have provided ongoing and substantial assistance to our community.

The next page lists the individual activities funded by CDBG exclusively, including the amount expended and number of households assisted. In addition to the list of CDBG activities, there is also a synopsis of the programs, amount expended, funding sources, and number of households assisted during program year 2016-17 is identified.

2016 CDBG Funded Activities

ACTIVITY	Fiscal Year Expenditures	Persons/ Households Assisted
Housing Rehabilitation Program	\$48,287.25	1
Seniors First - Handyperson Program	\$34,837.16	152
Paint Program	\$6,490.00	13
Lead-based Paint Hazard Reduction Program	\$8,440.60	4
Subtotal Housing	\$98,055.01	170
Sidewalk, Curb and Gutter Installation Project	\$162,429.39	5,030
Johnson Pool ADA*	\$362.50	0
AMIH - Rehabilitation of Transitional Housing*	\$14,389.20	0
Subtotal Public Facilities	\$177,181.09	5,030
AMIH - Case Mgmt. Temp Rent/Utility, & Transportation Assistance	\$20,000.00	24
Gathering Inn Shelter and Transportation	\$26,500.00	208
Home Start	\$10,000.00	124
StandUp Placer	\$11,500.00	126
St. Vincent De Paul - BAGS Program	\$15,000.00	96
Seniors First - Senior Nutrition Program	\$15,000.00	87
KidsFirst - Child and Family Therapy Program	\$11,774.33	8
Youth Recreation Passport - Swim Program	\$10,000.00	95
Subtotal Public Services	\$119,774.33	768
Program Administration and Management	\$101,350.52	
Continuum of Care (CoC) Consultant	\$7,405.00	
Placer Collaborative Network (PCN)	\$2,000.00	
Subtotal Administration	\$110,755.52	
GRAND TOTAL	\$505,765.95	5,968

*This project is carrying over into the current fiscal year and will be reported fully in the 2017 CAPER.

HUD-allocated CDBG funds have benefitted lower income households in Roseville through public services, public facilities and right of way improvements, and affordable housing rehabilitation. These funds also provide funding for Housing Division administrative expenses to manage these programs.

The Consolidated Annual Performance and Evaluation Report (CAPER) is a requirement of CDBG funding and must be submitted to HUD within 90 days after completion of the CDBG program year, which is September 30, 2017.

The CAPER is provided with this report (see Attachment 1), and includes the following:

- a description of the resources made available;
- information regarding the investment of available resources;

- an overview of the geographic distribution and location of investments;
- a tally of the number of households and persons assisted;
- a list of actions taken to Affirmatively Further Fair Housing;
- an evaluation of the City's progress in meeting affordable housing objectives;
- a description of the activities undertaken with CDBG funds; and
- a summary of progress on other actions indicated in the Five-Year Strategic Plan and Annual Action Plan.

The City is required to encourage public comment regarding the CAPER and provide for a 15-day review and comment period. A Public Notice was published in The Roseville Press Tribune on Thursday, August 31, 2017. A second notice, a Spanish language notice was published Thursday, September 7, 2017. The second notice was published after staff learned that El Hispano is no longer publishing.

Comments received from the public, with a response from the City, will be included in the CAPER when submitted to HUD for review. No comments were received as of the drafting of this staff report.

FISCAL IMPACT

No General Funds were or will be used. Funding is being provided through federal CDBG funds from HUD. These funds reduce costs to the General Fund for certain public facilities and right of way projects that also fulfill CDBG accomplishments.

ECONOMIC DEVELOPMENT / JOBS CREATED

Estimates of total employment created can be based on expenditure data, consistent with guidance from the Council of Economic Advisers (CEA), a three member council that analyzes and interprets economic developments and advises the President of the United States on national economic policy.

Total employment not only includes direct and indirect jobs, but also induced jobs. CEA estimates that total employment is increased by one job-year for every \$92,000 in direct government spending. Using this estimate, last year the City's \$505,766 of CDBG funding contributed to the creation of five and one-half (5 1/2) additional job-years in the local workforce.

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 2016 CAPER project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Danielle Foster, Housing Manager

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-406

2016 CAPER Document

RESOLUTION NO. 17-406

APPROVING THE 2016 CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT (CAPER) AND AUTHORIZING THE ECONOMIC
DEVELOPMENT DIRECTOR TO SUBMIT THE CDBG 2016 CAPER TO THE U.S.
DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD)

WHEREAS, the 2016 Consolidated Annual Performance and Evaluation Report (CAPER) has been prepared; and

WHEREAS, a 15 day review and comment period was provided; and

WHEREAS, a public hearing was held September 20, 2017 at which time the City Council received further public comment on the City's progress in carrying out its strategic plan and action plan;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the 2016 Consolidated Annual Performance and Evaluation Report is hereby approved;

BE IT FURTHER RESOLVED that the Economic Development Director is authorized to submit the Community Development Block Grant 2016 Consolidated Annual Performance and Evaluation Report to the U.S. Department of Housing & Urban Development.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____ 2017 by the following vote on roll call:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

City of Roseville 2016 Program Year Consolidated Annual Performance and Evaluation Report (CAPER) Public Review Draft September 5, 2017

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

The 2016 Consolidated Annual Performance and Evaluation Report (CAPER) constitutes the reporting period from July 1, 2016 to June 30, 2017, the second year of the five-year 2015-2020 Consolidated Planning period. The City of Roseville received an entitlement allocation of \$ 587,048 in Community Development Block Grant (CDBG) funds for the 2016 Program Year (PY). The City also received \$ 4,388 in program income and carried over \$542,846.99 in prior year CDBG funds for a total program budget of \$1,134,283. The City expended \$505,766 leaving a balance of \$633,710.

The City utilizes CDBG funds as well as other Federal, State and local resources (when available), including Housing Choice Voucher Rental Assistance Contracts, State-administered HOME funds, and local developer contributions to address housing and community development priority needs identified in the Consolidated Plan.

The CAPER identifies the programs and activities the City undertook during the 2016 PY to meet underserved needs identified in the Consolidated Plan. In addition, the CAPER discusses the actions the City took to address: lead-based paint hazards; barriers to affordable housing; the needs of households at or below the poverty level; and access to fair housing information.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Indicator	Unit of Measure	Strategic Plan			Program Year		
				Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
Affordable Purchase Assistance	Affordable Housing	Direct Financial Assistance to Homebuyers	Households Assisted	25	3	12.00%	5	3	60.00%
Economic Development	Non-Housing Community Development	Other	Other	0	0			0	
Exterior Paint	Affordable Housing	Homeowner Housing Rehabilitated	Household Housing Unit	25	30	120.00%	10	13	130.00%
Handyperson Program	Affordable Housing	Homeowner Housing Rehabilitated	Household Housing Unit	100	233	233.00%	100	152	152.00%
Homeless Assistance	Homeless	Homelessness Prevention	Persons Assisted	500	375	75.00%	100	356	356.00%
Housing and Services to Special Needs Populations	Affordable Housing	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	7,170	989	13.79%	1,434	412	28.73%
Lead-Based Paint	Affordable Housing	Homeowner Housing Rehabilitated	Household Housing Unit	25	4	16.00%	5	4	80.00%
Preservation of Affordable Housing	Affordable Housing	Homeowner Housing Rehabilitated	Household Housing Unit	75	24	32.00%	10	10	100.00%
Production of Affordable Purchase Housing	Affordable Housing	Homeowner Housing Added	Household Housing Unit	5	9	180.00%	9	1	11.11%
Production of Affordable Rental Housing	Affordable Housing	Rental units constructed	Household Housing Unit	40	0	0.00%	1	0	0.00%

Goal	Category	Indicator	Unit of Measure	Strategic Plan			Program Year		
				Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
Public Facilities and Improvements	Non-Housing Community Development	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	16,205	10,040	61.96%	3,241	5,030	155.20%
Rental Assistance	Affordable Housing	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	3,235	1276	39.44%	655	630	96.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City was able to address its highest priority needs in 2016-17.

The City improved 179 housing units using CDBG, addressing minor repair and more substantial rehabilitation needs. These housing units, occupied by low-income, elderly and disabled persons, will be safer and have the useful life of the major systems extended.

Public services, improved public facilities, and affordable housing activities were provided to 5,800 individuals. These services meet the basic needs of low-income households, including basic nutrition, and serve to both address and prevent chronic homelessness.

Public facilities that serve low-income areas and accommodate the needs of persons with disabilities as well as the basic infrastructure needs of low-income areas were addressed with the use of CDBG funds.

The City complied with all Federal Overlay requirements for all projects and activities undertaken during the 2016 Program Year.

During the 2016 PY the City:

- Continued to develop its relationships with private for-profit developers and non-profit housing providers to expand the availability of affordable housing.
- Provided funding and partnership support to Mercy Housing in the construction start of its 58-unit affordable rental housing development at 623 Vernon Street.
- Continued to participate in the Governance Committee of the "Homeless Resource Council of the Sierras" (HRCS) for the Nevada-Placer Continuum of Care (CoC) planning process on ending homelessness. The HRCS is a collaborative association of service providers and governmental agencies who work together to strengthen the delivery system by integrating and coordinating housing, homeless assistance, and supportive services.
- Worked with Sacramento Steps Forward to complete a census of the local population of homeless individuals and families in an effort to further assess their individual needs, as well as the collective challenges. The results of this census information will inform future City programming for individuals and families in homelessness.
- Coordinated the Roseville portion of the Point in Time Count, in coordination with the overall HRCS effort, to gain comprehensive information about Placer County homeless individuals and families.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	1363
Black or African American	130
Asian	68
American Indian or American Native	33
Native Hawaiian or Other Pacific Islander	9
American Indian/Alaskan Native & White	2
American Indian/Alaskan Native & Black/African American	1
Total	1606
Hispanic	243
Not Hispanic	1363

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The City allocated resources on a citywide basis. Resources targeted to the new construction of affordable housing were allocated on a citywide basis in accordance with the City's 10% Affordable Housing Goal and provide for disbursement of affordable housing throughout the City, rather than concentrated within low-income areas of the City. Resources targeted to special needs populations were also allocated on a Citywide basis, where needs were identified and/or where resources could be coordinated with existing facilities and services. Activities such as infrastructure improvements were targeted to low-income neighborhoods with older infrastructure most in need of assistance.

The City assigned the priority for each category of priority needs based on the overall relative need, resources received, and policies established by the City. The City will continue to pursue all available Federal, State and local resources and look to all segments of the community to assist with meeting homeless, affordable housing and community development needs. However, the City's greatest obstacle to meeting underserved needs within the community continues to be lack of resources given cutbacks at the Federal, State and local level.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	\$1,134,283	\$505,766
HOME	HOME	\$1,000,000	\$192,138
HOPWA	HOPWA	N/A	N/A
ESG	ESG	N/A	N/A
Other- HCV	Other-HCV	\$4,890,976	\$4,890,976
Bond Financing	Local Affordable Housing	\$4,760,000	\$4,760,000
Sutter Health Funds & Local Former Redevelopment Funding	Local Homeless	\$500,000	\$500,000

Table 3 - Resources Made Available

Narrative

Roseville is an “exception grantee” under the CDBG rules that relate to the use of CDBG funds to benefit low-income areas. Rather than a residential area needing to be comprised of 51% or more low-income households to be considered low-income, areas that are within the upper quartile of low-income households are low-income areas for the purposes of CDBG funding.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
No target areas identified.			

Narrative

Based on the 2006-2010 American Community Survey (ACS) data collected by HUD, the City’s “upper quartile” is 35.40% as there are no census tracts within the City that contain 51% or more Low-Moderate Income (LMI) households.

Leveraging

The City has actively sought funding sources in addition to CDBG to leverage its resources. Funds, in addition to CDBG, that were available for use during the Program Year, were, CalHome, HOME, Housing Choice Voucher Section 8 Rental Assistance, Low-income Housing Tax Credits, Tax Exempt Bond financing, and local developer contributions.

The City does not receive an entitlement allocation of HOME funds. The City must compete annually in order to receive State-administered HOME funds. The City was awarded \$1M in 2014 from State HOME funds and spent

\$192,138 of these funds during this reporting period through the administration of the City's First-time Homebuyer Down payment Assistance Program.

The 623 Vernon Street project has received \$4.76 million of local affordable housing bond financing for the development of its 58 affordable housing rental units that are underway.

The City has received a \$305,200 award of state grant funding from the Housing Related Parks Program (HRPP) to complete rehabilitation and accessibility work on the aging Johnson Pool facility at 100 D Street.

The City was awarded \$250,000 from the Sutter Getting to Zero grants program for local Homeless Prevention and Rapid Rehousing services that matched its \$250,000 in funding for this program.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	24	72
Number of Non-Homeless households to be provided affordable housing units	27	787
Number of Special-Needs households to be provided affordable housing units	6	24
Total	57	883

Table 4 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	600	630
Number of households supported through The Production of New Units	30	787
Number of households supported through Rehab of Existing Units	10	10
Number of households supported through Acquisition of Existing Units	3	3
Total	643	1430

Table 5 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City exceeded its goals for the production of affordable housing.

Discuss how these outcomes will impact future annual action plans.

The City does not expect outcomes for the FTHB or Owner-Occupied Housing Rehabilitation Programs to be impacted for future action plans. Goals are set based upon past funding history in order to meet the goals identified in the Five Year Consolidated Plan and Annual Action Plans.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	26	0
Low-income	54	0
Moderate-income	51	3
Total	170	3

Table 6 – Number of Households Served

Narrative Information

The City of Roseville continued implementation of the City's 10% Affordable Housing Goal to increase the number of rental and purchase units affordable to very low, low and moderate-income households, and supported private development of affordable housing using Low-Income Housing Tax Credits, Tax Exempt Bond financing and HUD 202 financing.

The recent downturn of the housing market reduced the private market development of single-family homes and multi-family housing units. This has reduced the availability of affordable homes for purchase and rental, and now the market is working to catch up with demand, particularly in the rental market.

In addition to the market challenges discussed above, multi-family home developers have been affected by reductions or eliminations of a variety of funding sources. The City is challenged to develop new affordable housing units given the reduction of resources to subsidize affordable housing production. And this reality is further compounded by the impacts of a shrunk housing construction labor force, which leads to competition for labor with the Bay Area and higher overall building costs.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Roseville has the following outreach programs to individuals and families who are homeless:

Drop-In Centers with Services: The Auburn Welcome Center and the Cirby Clubhouse in Roseville are mainly staffed by mental health clients that provide homeless individuals and families a place to use computers to search for jobs, housing, and services. This Center also houses the Right Hand Auburn Shelter in Auburn. The Gathering Inn has a Wednesday and Saturday health clinic, and daily provides a clothing closet and laundry facilities in addition to a nightly emergency shelter through the rotation of local churches.

Social Services Unit of the Police Department: Last year, the police department created the Social Services Unit (SSU) in the department. The SSU completes regular outreach and interaction with the local unsheltered homeless community. Through this unit, local County Housing Coordinators, and Roseville Housing staff, individuals who are homeless or at-risk of homelessness are being referred to appropriate services and housed. From December 2016 through June 2017, the SSU and Roseville Housing staff referred 163 individuals to the Housing Coordinators and 72 people were housed permanently as a result. Another 23 individuals received transitional or other types of housing, like detox or housing with family members.

Point in Time Count: The City of Roseville Social Services Unit and Housing staff actively participated in the 2017 Point in Time Count and achieved great success in both scheduling events for data collection and conducting outreach to individuals otherwise unreachable for the point in time count.

Addressing the emergency shelter and transitional housing needs of homeless persons

Emergency shelter is provided locally through a rotating shelter at local churches, coordinated by The Gathering Inn. This shelter serves an average of 90 individuals each evening. Local transitional housing programs through Roseville HomeStart and Advocates for Mentally Ill Housing (AMIH) address much-needed transitional housing needs for families and individuals with mental illness. Lastly, Stand Up Placer provides emergency and transitional housing for domestic violence and human trafficking victims countywide.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Homeless priorities have been established within the framework of the Homeless Resource Council of the Sierras (HRCSS); the priorities have been set as: emergency shelter, transitional housing, permanent supportive housing, and rapid re-housing. Most housing options for homeless individuals and families are in permanent supportive housing programs; with only temporary openings because of a change in status of a resident. In comparison, except for victims of domestic violence, there are few beds available in emergency shelter situations. Of the 139 emergency beds, 38 are solely for survivors of domestic violence, 6 are set aside for the Interim Care Program (adults only), and 5 are for the T3 Foothills Emergency Housing of WellSpace Health, (adults only). The 90 remaining beds are at The Gathering Inn; of these beds, an average of 10 beds can be expanded if there are more families or lessened for households without children, this number fluctuates depending on the need.

Motel vouchers are available during certain times of the year; funding is typically expended before the end of the calendar year. Transitional housing programs may not operate at full capacity due to budget constraints. While Roseville HomeStart has capacity for 93 beds through its family housing in converted motel units, many families are smaller and do not use all available beds provided within its individual unit.

Emergency shelter is identified as a high-priority, while Transitional housing and Supportive housing are identified as a medium-priority. The need for emergency shelter, mental health services, substance abuse treatment, and emergency food and clothing exists, especially for some subpopulations, such as those with severe mental illness or individuals who are chronically homeless (who have had regular or continued periods of homelessness). Emergency shelter may be used as engagement housing in order to build trust until such time as the client is ready to move into a permanent supportive housing situation.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Outreach: Family Resource Centers (FRCs) are located close to where people need services, are welcoming, have bilingual staff, and provide numerous services to low-income families, including families who are homeless. The CoC works with the Food Closet Collaborative to make sure that all Food Closets are informed about services. There are some families who live in the forests or along the rivers; and as a result, outreach is typically provided through the Food Closets. The CoC will continue to work closely with the school Homeless Liaisons. The Placer Homeless Network hosted this year's annual Health, Education, and Resource Fair, which was open to the entire community.

Rapid Rehousing: Local service providers are applying for and have received Rapid Rehousing and Homeless Prevention funds to assist homeless families and individuals. The City also partners with Salvation Army to provide hotels vouchers, security deposits, and rental assistance to assist with rapid rehousing and homelessness prevention.

Housing: In planning the housing needs of these populations the CoC considers the housing needs for both families and individuals. The scattered site housing programs serve both populations.

Coordinated Services: Domestic violence, substance abuse, mental and physical disabilities can all contribute to individuals and family homelessness. There are collaborative community efforts to provide coordinated services to those in need of assistance. The updated designation of chronic family homelessness is very helpful in focusing services on the most vulnerable populations first.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City does not have public housing. The Roseville Housing Authority operates the Housing Choice Voucher (HCV) Section 8 Rental Assistance Program which serves both the cities of Roseville and Rocklin.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable; the City does not have public housing.

Actions taken to provide assistance to troubled PHAs

Not applicable. The Roseville Housing Authority (RHA) received a rating of "High Performer" for the thirteenth consecutive year.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Roseville facilitated development of 378 moderate income units and 544 above-moderate income units during the 2016 calendar year, for a total housing unit production of 922 units. In the past two years, the City developed another 500-800 units each year. Due to the rate of production in the City, HCD has not required the

City to reduce or address perceived constraints to housing development. The City continues to support opportunities for the redevelopment of underutilized parcels downtown, particularly for high density and affordable housing development. The City also works to increase opportunities for higher density and the use of density bonuses throughout the city.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Consistent with priority needs identified in the Consolidated Plan, during the 2016 Program Year the City provided funding for the following activities that addressed priority special needs populations:

- The Seniors First Handyperson Program targeted low-income seniors and disabled homeowners in need of minor home repairs which provide them with a safer and healthier living environment.
- Advocates for Mentally Ill Housing (AMIH) provided case management, vouchers and other support services to individuals with mental illness.
- StandUp Placer assisted those in abusive situations and victims of human trafficking to recover and re-enter society.
- KidsFirst offered intensive social services and individual therapy to children and families with young children.
- Youth Recreation programs provided access to summer recreation for low-income youth.

Other Federal, State and local resources, including funds from charitable organizations and private donations, were made available to service providers to assist special needs populations. Service providers received these funds directly.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City has taken the following actions toward awareness and elimination of lead-based paint hazards:

The City continued to provide information regarding lead-based paint hazards to Roseville residents and employees.

The City includes as part of its inspection process for the Owner-Occupied Housing Rehabilitation, First Time Homebuyer (FTHB) Down Payment Assistance, Exterior Paint, and Housing Choice Voucher Section 8 Rental Assistance Programs an inspection of painted surfaces for the discovery of the potential presence of lead-based paint. If the inspection conducted identifies that a potential hazard exists, the City requires the rehabilitation contractor or homeowner to follow HUD guidelines for mitigation or removal of the lead-based paint hazard.

Grants are available for initial inspection, mitigation, and clearance costs for all of these programs through the City's Lead-Based Paint Hazard Reduction Program (LBPHRP). Community Development Block Grant (CDBG) funds are set aside to offer these grants; up to \$1,000 is available for the FTHB, HCV, and Paint programs and up to \$5,000 for the Housing Rehabilitation Program.

The City also requires that rental property owners properly maintain their dwelling units. Deteriorated surfaces containing lead-based paint posing a hazard to occupants is reportable to the Placer County Environmental Health Department and represents a potential County Health Code violation subject to appropriate mitigation by the rental property owner.

The City continues to fund the Lead-Based Paint Hazard Reduction Program to comply with the 1992 Housing and Community Development Act (Title X) in addressing potential lead-based paint hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

During the 2016 Program Year the City took the following actions to reduce the incidence of poverty within the City's jurisdiction:

The City continued to promote the Family Self Sufficiency Program for Housing Choice Voucher (HCV) participants and actively recruited new households to participate.

The City continued its policy of promoting a jobs/housing balance to ensure a variety of jobs with varying levels of skill and training and development of affordable housing to all income groups.

The Senior Nutrition Program and the BAGS program supported the nutritional needs of persons in poverty.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

With regard to the distribution of affordable housing, it has been the goal of the City's 10% affordable housing program to distribute new, affordable housing throughout the City by requiring that each specific plan provide 10% of their total housing units as affordable to low and middle-income households.

The City has continued to rely on the Housing Division to administer its housing programs and implement housing policies. The Housing Division administers rental assistance, first-time homebuyer programs, housing rehabilitation, and new construction projects. The Housing Division also provides resource information and referral to residents, including referrals to homeless assistance, fair housing, legal services, etc.

The programs administered by the Housing Division are funded through a variety of public and private sources, including Federal, State, City and private developer funding under local affordable housing requirements.

The City continues to work toward a regional approach to serving the needs of residents through the Continuum of Care on a countywide basis.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Housing Division acts as a liaison between other public and private agencies to maximize service to Roseville residents and prevent duplication of services.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Housing Staff has reviewed the Insurance Practice Data (Commissioner's Report on Underserved Communities) prepared by the Insurance Commissioner of the State of California. According to the report, a community is deemed to be "underserved" by the insurance industry if the Commissioner finds that (i) the proportion of uninsured is ten percentage points above the statewide average; (ii) the per capita income of the community is below the 50th percentile for California; and (iii) the community is predominantly minority. The City of Roseville was not identified in the report as being an "underserved" community.

In the City's First-time Homebuyer Program, housing staff continues to update the briefing packets to include the most up-to-date information regarding current obstacles for First-Time Homebuyers. Staff added a case study to the briefing packet to inform buyers of the importance of and their right to a home inspection. Staff have included a flyer in the briefing packet for the FHA Energy Efficient Mortgage Program, a financial source for energy efficient upgrades to help home owners comply with HQS and code standards.

The City displays its Fair Housing Banner in a prominent location within the Housing Division Offices, as well as at functions throughout the year where the City is represented. The banner reads, “Fair Housing is Everyone’s Right” in both English and Spanish and also includes the Equal Housing Opportunity logo.

Fair Housing pamphlets and literature are also made available to the public. Housing Division Supervisory staff continues to work with other staff members to further their knowledge of fair housing laws and issues, including making pamphlets and news articles available to staff. During the 2017 Program Year, Housing Authority staff attended a Fair Housing Conference in Woodland. They also attended a Diversity and ADA Training (A Touch of Understanding) provided by our City.

Housing Division staff continues to record all housing complaints, including those regarding discrimination and works cooperatively with the local Legal Services branch. In the case of alleged discrimination, residents are provided with information regarding fair housing law, a HUD discrimination complaint form, and referrals to legal services, the State Department of Fair Housing and Employment, and other appropriate agencies.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Each year, the City conducts a risk assessment of subrecipients to determine the need for monitoring. All subrecipients are subject to a minimum of desk monitoring. If the risk assessment reveals the need, on-site monitoring is also conducted.

Staff conducted 100 percent monitoring of subrecipients in the summer of 2016 (July-August). Staff found no instances of material non-compliance. Staff did identify areas for technical assistance and capacity building. These included clarity around the scope of work and approved costs.

Staff will monitor 2016-17 subrecipients in the fall and winter of 2017.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

On August 31, 2017, the City published a notice in the *Roseville Press Tribune* announcing the availability of the CAPER for public review, the public comment period, to whom comment should be submitted, and the schedule public hearing.

The same notice was published in the *Press Tribune* in Spanish on September 7, 2017. In previous years the City had published Spanish language notices in *El Hispano*, a local Spanish language newspaper. When staff requested publication, staff learned that *El Hispano* was no longer in business. The *Press Tribune* was not able to accommodate the publication of the Spanish notice in the August 31 edition within their publication deadlines, but committed to publishing in their following paper on September 7, 2017.

Notice was also published on the City’s website as of September 5, 2017.

The draft 2016 CAPER was published on September 5, 2017. The public was invited to comment during a 15-day period, September 5 through September 20, 2017.

The Roseville City Council reviews, conducts the public hearing, and approves the CAPER prior to submission to the Department of Housing and Urban Development.

The City notified public service agencies directly via an email to local non-profit collaborations regarding the availability of the 2016 CAPER.

A public hearing was held before the City Council on September 20, 2017 to review the City's progress in meeting its Housing and Community Development needs. The public hearing also provided additional opportunity for the public to comment on the 2016 CAPER.

As of the date of this report, no public comment has been received.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City made no change in program objectives over the course of the program year and would not make any changes as the result of its experiences.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable.