



AGENDA

September 19, 2018

AND SPECIAL MEETING NOTICE

CITY COUNCIL CLOSED SESSION

6:00 p.m.

CITY COUNCIL MEETING

7:00 p.m.

City Council Chambers

311 Vernon Street

Roseville, California

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

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

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

CLOSED SESSION

6:00 p.m.

Conference with Legal Counsel – Existing Litigation (3 cases)

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

Papich Construction Company Inc. v. City of Roseville

Placer County Superior Court, Case Number SCV0041324

Guerrero v. City of Roseville, et al.

Placer County Superior Court, Case Number SCV0038112

NCPA, et al. v. United States

US Court of Federal Claims, Case Number 14-817C

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

5. PRESENTATIONS

5.1. Resolution of Commendation and Appreciation to United States of America's Miss California Samantha Bentley

Roseville resident Samantha Bentley be commended and congratulated for her outstanding accomplishments being crowned the United States of America's Miss California and wished the best of luck as she competes in the United States of America's Miss competition in Las Vegas in February of 2019.

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

6. PUBLIC COMMENTS

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Minutes

7.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending City Council approve the Minutes of August 15, 2018 City Council meeting.

CC #: 9518

File #: 0102-03

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

Bids / Purchases / Services

7.2. 230kV Circuit Breaker - Sole Source Purchase Order

Memo from Senior Power Engineer Chris Porter and Electric Utility Director Michelle Bertolino recommending Council approve a sole source purchase order with Mitsubishi Electric Power Products, Inc. for a 230kV circuit breaker. The cost is \$109,464.71 and funding is included in the Electric Department FY2018-19 budget. The circuit breaker is required to ensure electric distribution system reliability.

CC #: 9509

File #: 0203-07

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

7.3. Vehicle & Equipment Purchases

Memo from Fleet Manager Brian Craighead and Public Works Director Rhon Herndon recommending Council approve a purchase order to 72 Hour LLC dba National Auto Fleet Group for one Ford Explorer utilizing Sourcewell, formerly National Joint Powers Alliance contract #120716-NAF in the amount of \$33,032.53; and approve a purchase order to Crafcro Inc., for one Patcher II trailer mounted sealant melter utilizing Sourcewell contract #052417-CFC in the amount of \$66,154.02; and approve a purchase order to Terry Equipment Inc., for one Autocar with Johnston VT651 vacuum sweeper utilizing Sourcewell contract #122017-JTN in the amount of \$319,165.28; and approve a purchase order to Tymco Inc., for one Autocar with Tymco 600 regenerative air sweeper utilizing Houston Galveston Area Council contract #SW04-18 in the amount of \$294,197.48; and approve a purchase order to R.C.A. Investments Inc., dba Long Beach BMW Motorcycles for three BMW R1200 RT police motorcycles utilizing RFQ 10-3182 in the amount of \$99,524.43. Funding for these vehicles is included in the FY2018-19 Auto Replacement budget.

CC #: 9508

File #: 0203-01

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

7.4. Enterprise Asset Management Consulting Services - Sole Source Service Agreement

Memo from Assistant Environmental Utilities Director Dale Olson and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-390 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SIXTY SEVEN SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1909051). This item requests approval of a sole source service agreement with Sixty Seven Solutions, Inc., to facilitate integration of existing Data Management System information into a new Enterprise Asset Management System as well as operational and implementation support. This service agreement is not to exceed \$200,000.00 and is funded equally by the Environmental Utilities Water Operations and the Wastewater Rehabilitation funds.

CC #: 9511

File #: 0203-06

CONTACT: Dale Olson 916-774-5543 dolson@roseville.ca.us

7.5. Liquid Cationic Polymer (RFQ 01-3175) - Service Agreement

Memo from Buyer Babette Owens and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-392 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND POLYDYNE, INC., AND AUTHORIZING THE CITY MANAGER TO

EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1903125). Staff requests approval of a service agreement with Polydyne, Inc. for the purchase and delivery of Liquid Cationic Polymer for the Pleasant Grove Wastewater Treatment Plant. Polymer is required to dewater waste activated sludge produced during wastewater treatment. The initial contract award is \$345,600.00 and funding is included in the Environmental Utilities Department's FY2018-19 budget. Staff requests authorization to renew without further Council approval.

CC #: 9514

File #: 0203-03

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

7.6. Supervisory Control and Data Acquisition System On-Call Support Services - Service Agreement Renewal

Memo from Preventative Maintenance Coordinator Steve Bazillion and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-388 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE AND TESCO CONTROLS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (A1904033). Staff requests a service agreement with TESCO Controls, Incorporated for supervisory control and data acquisition system on-call support services for the water treatment plant. The total cost of the service agreement will not exceed \$45,000.00. Funding is included in the Water Fund through the approved annual Water Operations budget.

CC #: 9507

File #: 0800-02

CONTACT: Steve Bizallion 916-746-1859 sbizallion@roseville.ca.us

Resolutions

7.7. Police Department Generator Replacement - Notice of Completion

Memo from Project Coordinator Charlie Fralick and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-393 ACCEPTING THE PUBLIC WORK KNOWN AS THE ROSEVILLE POLICE DEPARTMENT GENERATOR REPLACEMENT PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends approval of the Notice of Completion for the Roseville Police Department Generator Replacement Project. The total cost of the construction contract was \$224,424.00. The project was funded from the Facilities Capital Improvement Project, Rehabilitation Projects FY17 budget.

CC #: 9517

File #: 0203-12

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

7.8. Software Interface to Public Safety Computer System - Agreement Amendment

Memo from Administrative Analyst Shelly Bracco and Police Chief James Maccoun recommending Council adopt RESOLUTION NO. 18-396 APPROVING AN AMENDMENT TO AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TYLER TECHNOLOGIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council authorize an amendment to an existing agreement with Tyler Technologies to provide electronic citation software configuration development for Android and Windows devices for the Police Department's law enforcement records system. The enhancement will cost \$2,500.00 and sufficient funds are available in the Police Records budget.

CC #: 9522

File #: 0323

CONTACT: Claudia Harlan 916-774-5003 charlan@roseville.ca.us

7.9. Mobility Management - Professional Services Agreement Amendment

Memo from Administrative Analyst Eileen Bruggeman and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-397 APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BY AND 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 second amendment to 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 \$40,032.00 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 #: 9525

File #: 0721

CONTACT: Eileen Bruggeman 916-774-5449 ebruggeman@roseville.ca.us

7.10. Designation of City Negotiators with the U.S. Bureau of Reclamation

Memo from Acting Water Utility Manager Sean Bigley and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-394 DESIGNATING A PRIMARY NEGOTIATOR AND BACK-UP NEGOTIATOR FOR NEGOTIATIONS WITH THE U.S. BUREAU OF RECLAMATION REGARDING POTENTIAL CONVERSION OF THE CITY OF ROSEVILLE'S LONG TERM WATER SERVICE CONTRACT TO A REPAYMENT CONTRACT. Staff is recommending approval of designating Acting Water Utility Manager Sean Bigley as the primary negotiator and Environmental Utilities Director Richard Plecker as the back-up negotiator to engage the U.S. Bureau of Reclamation in upcoming negotiations regarding a potential conversion of the City's Long-Term Water Service Contract to a Repayment Contract under authority granted by Congress under the Water Infrastructure Improvements for the Nation Act, Section 4011.

There is no fiscal impact associated with this item.

CC #: 9519

File #: 0800-02

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

7.11. Termination of the In Fee Offer of Dedication of Lot 12 as a Public Park - Westpark Village Center

Memo from Assistant Engineer Kerry Andrews and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-398 APPROVING THE TERMINATION OF THE IN FEE IRREVOCABLE OFFER OF DEDICATION OF LOT 12 OF WESTPARK PHASE 1 – VILLAGE CENTER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED AND ANY OTHER DOCUMENTS REQUIRED TO EFFECTUATE THE TERMINATION OF THE IRREVOCABLE OFFER OF DEDICATION. To remove a cloud on the title of this property, the landowner's title company is requesting the City dissolve its interest in the offer of dedication by approving a quitclaim deed and by formally terminating the offer by resolution. These actions have no fiscal impact to the City's General Fund.

CC #: 9526

File #: 0400-04-09-1 & 1004-02

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

7.12. Street Closure Request - Family Fun Night - October 25, 2018

Memo from Recreation Superintendent Jeff Nereson and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-387 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND DOWNTOWN ROSEVILLE MERCHANTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval for street closures that include South Grant Street between Oak Street and Atlantic Street, and Vernon Street between Lincoln Street and Taylor Street on October 25, 2018, 2:30 p.m. - 9:00 p.m. for Family Fun Night. In support of the Downtown Roseville Merchants Association (DRM), the City is waiving the security deposit. The final cost for the event is \$798.00 and will be fully reimbursed by the DRM.

CC #: 9506

File #: 0109-02

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

7.13. Internal Service Fund Rate Studies – Professional Services Agreement

Memo from Budget Manager Scott Pettingell and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-391 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CLEARSOURCE FINANCIAL CONSULTING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff

recommends Council approve a professional services agreement with ClearSource Financial Consulting to conduct Internal Service Fund rate studies. The total value of the agreement is not to exceed \$88,200.00. Estimated spending of \$35,400.00 for the first year of the agreement is included in the Finance Department's FY2018-19 budget. Future year funding is subject to Council approval of the annual budget.

CC #: 9513

File #: 0200

CONTACT: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us

Ordinances (for introduction and first reading)

7.14.Repeal of Cable Franchise Ordinance

Memo from Assistant City Attorney Michelle Sheidenberger and City Attorney Robert Schmitt recommending Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE REPEALING CHAPTER 2.40 OF TITLE 2, AND AMENDING SECTIONS 2.36.090 OF CHAPTER 2.36 AND 2.42.020 OF CHAPTER 2.42 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE REGARDING CABLE FRANCHISES. This item requests the Council repeal Chapter 2.40 of the Roseville Municipal Code related to cable franchises as state law prohibits the City from entering into local cable franchise agreements and accordingly this chapter has become obsolete. There is no fiscal impact related to this action.

CC #: 9515

File #: 0708

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

Reports / Requests

7.15.Response to Grand Jury Report - Roseville Community Development Corporation

Memo from Assistant City Attorney Michelle Sheidenberger and City Attorney Robert Schmitt requesting authorization for the Mayor to execute a response to the Grand Jury report from the City Council. On June 17, 2018, the Placer County Grand Jury issued a final report entitled "Roseville Community Development Corporation – A Public/Private Partnership." In the report, the Grand Jury made two findings and two recommendations related to the City's management and operation of the Roseville Community Development Corporation. There is no fiscal impact related to this action.

CC #: 9516

File #: 0111-02

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

7.16.HOUSING AUTHORITY - Quarterly Status Report

Memo from Housing Analyst Suzanne Acrell and Acting Economic Development Director Laura Matteoli recommending Council approve the quarterly report on the Housing Authority's Housing Choice Voucher Program.

This report is for informational purposes only and has no impact on the City's General Fund.

CC #: 9512

File #: 0709-02-01

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

Ceremonial Documents

7.17. Resolution of Commendation and Appreciation to Lonnye Heple

Lonnye Heple be commended for her 24 years of outstanding service and dedication to the City of Roseville, congratulated on her many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 9523

File #: 0102-10

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

END OF CONSENT CALENDAR

8. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

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

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

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

8.1. Appeal of Massage Business Permit Denial

Memo from Acting Public Information Officer Rob Baquera and Police Chief James Maccoun recommending Council adopt RESOLUTION NO. 18-399 DENYING THE APPEAL FROM KEYI LIAO; and uphold the Police Chief's denial of a massage business permit based on non-conformity of the City's Massage Business Permit Ordinance standards. There is no fiscal

impact related to this action.

CC #: 9521

File #: 0300

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

8.2. Community Development Block Grant 2017 Consolidated Annual Performance and Evaluation Report

Memo from Housing Manager Danielle Foster and Acting Economic Development Director Laura Matteoli recommending Council adopt RESOLUTION NO. 18-389 APPROVING THE 2017 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) AND AUTHORIZING THE ACTING ECONOMIC DEVELOPMENT DIRECTOR TO SUBMIT THE CDBG 2017 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 #: 9510

File #: 0113-02

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

8.3. Resolution of Formation - The Ranch at Sierra Vista Community Facilities District No. 1

The public hearing is continued to the October 3, 2018 City Council meeting.

CC #: 9527

File #: 0206-03-01

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

9. COUNCIL / STAFF / REPORTS/ COMMENTS

10. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 9524
File #: 0102-10

Title: Resolution of Commendation and Appreciation to United States of America's Miss California Samantha Bentley
Contact: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Meeting Date: 9/19/2018
Item #: 5.1.

RECOMMENDATION TO COUNCIL

Recommend United States of America's Miss California and Roseville resident Samantha Bentley be commended for her outstanding accomplishments and wished the best of luck as she competes in the United States of America's Miss competition in Las Vegas in February of 2019.

BACKGROUND

The United States of America's Miss California pageant conveys that the ideal of beauty includes dignity, courage, intelligence, talent and kindness, and the Miss California organization imparts the goal of empowering women with the drive and values necessary to fuel positive growth through the Miss California Scholarship Organization, which fosters opportunities including access to higher education, broader knowledge of the world, and enriching personal experiences.

Samantha Bentley, crowned United States of America's Miss California 2019, grew up in Roseville, California and will compete in the United States of America's Miss America national pageant in Las Vegas in February of 2019.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in

a direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3). The presentation does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Sonia Orozco, City Clerk

A handwritten signature in blue ink, appearing to be "D. Casey", with a stylized, overlapping loop structure.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution of Commendation and Appreciation to Samantha Bentley

CITY OF ROSEVILLE

RESOLUTION

OF

COMMENDATION AND APPRECIATION

WHEREAS, the United States of America's Miss California pageant conveys that the ideal of beauty includes dignity, courage, intelligence, talent and kindness, and the Miss California organization imparts the goal of empowering women with the drive and values necessary to fuel positive growth through the Miss California Scholarship Organization, which fosters opportunities including access to higher education, broader knowledge of the world, and enriching personal experiences; and

WHEREAS, Samantha Bentley, crowned United States of America's Miss California 2019, grew up in Roseville, California and will compete in the United States of America's Miss national pageant in Las Vegas on February of 2019; and

WHEREAS, Samantha was selected Miss California by reason of her talent, beauty, personality, and general demeanor; and

WHEREAS, Samantha started her pageant career in Placer County and found the true meaning behind pageants was self-improvement and teaching her to stay focused and poised under pressure, and how to use her voice for the community and the importance of being a philanthropic individual; and

WHEREAS, at the local level Samantha participated in pageantry earning the titles of Miss Rocklin 2015, and subsequently, the title of United States of America Miss San Francisco 2018, and

WHEREAS, Samantha attended Woodcreek High School where she participated in performing arts playing the guitar and being drawn to the stage; and

WHEREAS, Samantha continued her education at Sierra College earning her Associate of Arts degree in Arts and Culture Studies, graduated from Arizona State University with a Bachelor of Science degree in Communications with an emphasis in Social Influence, and in the future Samantha will be working towards her Master of Business Administration degree; and

WHEREAS, Samantha has worked in managerial business development in the world of technology where she gained industry knowledge of business-to-business sales while supporting universities with their compliance training needs, and Samantha now holds a new position in Roseville as a Global Enterprise Account Manager with Anixter, a \$9 billion global distributor that supports many different verticals like healthcare, finance, and state and local governments with their network data infrastructure, audio/visual, and security needs.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **SAMANTHA BENTLEY** be commended for her accomplishments and be wished the best of luck as she competes in the United States of America's Miss competition.

SIGNED AND APPROVED this 19th day of September, 2018.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 9518
File #: 0102-03

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

Meeting Date: 9/19/2018
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Recommend Council approve the Minutes of August 15, 2018 City Council Meeting.

BACKGROUND

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

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

August 15, 2018 City Council Minutes



MINUTES

August 15, 2018

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 15, 2018 City Council meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Allard, Alvord, Gore, Herman, Rohan

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Bonnie Gore.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PUBLIC COMMENTS

Bruce Houdesheldt - Expressed appreciation of City acknowledging Water Quality Month, and requested consideration at a future meeting for potential support of Proposition 3, which is a California Water Infrastructure and Watershed Conservation Bond Initiative appearing on the ballot in as an initiated state statute on November 6, 2018.

6. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Tim Herman, seconded by Susan Rohan, to approve the Consent Calendar as recommended. The Motion Passed.

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

Bids / Purchases / Services

6.1. Residential & Commercial Electric Revenue Meters - Sole Source Purchase Order

Memo from Electric Operations Supervisor Jeff Beaubier and Electric Utility Director Michelle Bertolino recommending Council authorize an open purchase order with General Pacific, Inc., as the sole source for ITRON residential and commercial electric revenue meters. General Pacific, Inc. is the only authorized distributor and the sole source for ITRON meters in Northern California. The City utilizes ITRON meters to provide electric consumption data for commercial and residential customer billing purposes. Staff estimates the City will purchase approximately 2,500 meters in the coming year based on historical data and knowledge of future requirements. The meters will be purchased on an as-needed basis throughout the year. The estimated total annual cost of the electric revenue meters is \$460,000.00. Funding is included in Roseville Electric Utility's FY2018-19 budget.

CC #: 9446

File #: 0203-07

CONTACT: Jeff Beaubier 916-774-5611 jbeaubier@roseville.ca.us

6.2. Technology Equipment – Purchase Orders

Memo from Electronic Technology System Supervisor Sage Armstrong and Electric Utility Director Michelle Bertolino recommending Council approve the purchase orders to Dell Marketing, L.P. and CDW-G are for Roseville Electric to purchase general technology equipment and support software on an as-needed basis using competitively bid cooperative contracts. The estimated total spending for FY2018-19 is not to exceed \$120,000.00. Funds are available in the Electric Operating Fund FY2018-19 budget. Estimated total spending of \$120,000.00 in FY2019-20 will be contingent upon budget approval.

CC #: 9464

File #: 0203-06

CONTACT: Sage Armstrong 916-774-5679 sarmstrong@roseville.ca.us

6.3. Computers and Technology Equipment - Purchase Order

Memo from Senior Information Technology Analyst Traci Bringgold and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 18-363 APPROVING A PURCHASE ORDER FOR COMPUTERS AND TECHNOLOGY EQUIPMENT. Staff requests authority to continue renewing the purchase annually without further Council approval until staff determines that continuing with the same vendor is not in the City's best interest. Total estimated cost in FY2018-19 is \$650,000.00, which has been approved in the Information Technology budget and other departmental budgets. Future estimated costs are \$650,000.00 in FY2019-20, \$650,000.00 in FY2020-21 and \$650,000.00 in

FY2021-22. All future renewals of the purchase order will be contingent on Council approval of the budget for each year.

CC #: 9470

File #: 0203-06

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

Resolutions

6.4. Fiddymment Ranch Phase 2, Village F-7A Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-351 APPROVING A SUBDIVISION AGREEMENT FOR THE FIDDYMENT RANCH – PHASE 2 VILLAGE F-7A SUBDIVISION, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIGNATURE MANAGEMENT COMPANY, INC. AND ATC REALTY ONE, LLC, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Fiddymment Ranch Phase 2, Village F-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 67 residential lots and 2 landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 9459

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

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

6.5. Fiddymment Ranch Phase 2, Village F-7B Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-348 APPROVING A SUBDIVISION AGREEMENT FOR THE FIDDYMENT RANCH – PHASE 2 VILLAGE F-7B SUBDIVISION, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIGNATURE MANAGEMENT COMPANY, INC. AND ATC REALTY ONE, LLC, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Fiddymment Ranch Phase 2, Village F-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 64 residential lots and 3 landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 9456

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

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

6.6. Fiddymment Ranch Phase 2, Village F-9B Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-352

APPROVING A SUBDIVISION AGREEMENT FOR THE FIDDYMENT RANCH – PHASE 2 VILLAGE F-9B SUBDIVISION, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIGNATURE MANAGEMENT COMPANY, INC. AND ATC REALTY ONE, LLC, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Fiddymment Ranch Phase 2, Village F-9B 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 70 residential lots and 2 landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 9460

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

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

6.7. Fiddymment Ranch Phase 2, Village F-13B2 Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-350 APPROVING A SUBDIVISION AGREEMENT FOR THE FIDDYMENT RANCH – PHASE 2 VILLAGE F-13B2 SUBDIVISION, BY AND BETWEEN THE CITY OF ROSEVILLE AND FIDDYMENT 116 LOTS, LLC, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Fiddymment Ranch Phase 2, Village F-13B2 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 41 residential lots and 2 miscellaneous lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 9458

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

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

6.8. Westbrook - Phase 2 - Solaire Drive Segment 1 - Certificate of Completion

Memo from Construction Inspector Keith Litts and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-344 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WESTBROOK – PHASE 2 – SOLAIRE DRIVE SEGMENT 1 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 A PORTION OF THOSE RESPECTIVE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE "WESTBROOK – PHASES 2 & 3, LARGE LOT SUBDIVISION." The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 9453

File #: 0400-04-12-1

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

6.9. Cirby-Linda-Dry Creek Flood Control Project - Professional Services Agreement Amendment

Memo from Senior Engineer Raul Cervantes and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-360 APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND INTERWEST CONSULTING GROUP, INC. AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Interwest is providing real estate services to the City to acquire two parcels located at 2202 and 2208 Hurst Way which will complete the permit requirements for the Cirby-Linda-Dry Creek Flood Control Project. The cost of the additional services is \$7,885.00 bringing the total contract amount to \$29,465.00. There are sufficient funds in the project's account to cover the requested increase, so no budget adjustment is needed.

CC #: 9467

File #: 0309-01

CONTACT: Raul R. Cervantes 916-746-1300 rcervantes@roseville.ca.us

6.10. Vernon Street/Folsom Road Roundabout Project - Authorization to Apply for Grant Funds

Memo from Associate Engineer Stefanie Kemen and Public Works Director Rhon Herndon recommending the City Council adopt RESOLUTION NO. 18-339 AUTHORIZING THE ACTING CITY MANAGER OR HIS DESIGNEE TO SUBMIT GRANT APPLICATIONS TO U.S. DEPARTMENT OF TRANSPORTATION, AND TO EXECUTE ALL RELATED FORMS AND AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE. This request is for approximately \$3,423,000.00 in Highway Safety Improvement Program (HSIP) grant funds for the Vernon Street/Folsom Road Roundabout Project. The proposed project will reconfigure the intersection of Vernon Street and Folsom Road where Vernon Street transitions to Atlantic Street. The grant funds will fully fund the design, right of way acquisition, and construction of the project. The cost to apply for the HSIP grant funds is included in the Professional Design Service Agreement with Mark Thomas & Co. funded with \$10,140.00 in General Funds from the Development Services general operating budget, and \$5,860.00 in Highway User Tax funds. No other General Funds will be spent on this project.

CC #: 9447

File #: 0900-04-02 & 0214

CONTACT: Stefanie A. Kemen 916-774-5372 skemen@roseville.ca.us

6.11. Highway 65/I-80 Project - Right of Way Contract and Access Easement

Memo from Planning Manager Greg Bitter and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-338

APPROVING AN EASEMENT DEED AND RIGHT OF WAY CONTRACT – STATE HIGHWAY, BETWEEN THE CITY OF ROSEVILLE AND CALIFORNIA DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE. The Right of Way Contract and Easement Deed will assist Cal Trans in facilitating the construction of improvements associated with the Highway 65/I-80 Project. The Right of Way Contract contains a provision to complete the \$100,000.00 maintenance endowment fund for future maintenance of North Central Roseville Parcels 29A and 31A. The interest generated by this endowment is estimated to cover 50% of the annual maintenance costs. The remaining cost will be absorbed within the Parks maintenance fund.

CC #: 9445

File #: 0800-06 & 1002-05 & 1002-06

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

6.12. Federal Transit Administration Grant Authorization for Transit Fleet Replacement

Memo from Financial Analyst Elizabeth Haydu and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-349 AUTHORIZING THE ACTING CITY MANAGER OR HIS DESIGNEE TO SUBMIT A FEDERAL TRANSPORTATION ADMINISTRATION FISCAL YEAR 2018 §5339(b) BUSES AND BUS FACILITIES INFRASTRUCTURE INVESTMENT PROGRAM GRANT APPLICATION AND TO EXECUTE ALL RELATED FORMS AND AGREEMENTS. Staff requests approval to apply for a Federal Transit Administration (FTA) Fiscal Year 2018 §5339(b) competitive grant opportunity under the Grants for Buses and Bus Facilities Infrastructure Investment Program to fund the purchase of up to four zero-emission electric transit buses, and to execute the related forms and agreements. The total cost of the buses is anticipated to be up to \$3.6 million. In addition to the proposed §5339(b) Buses and Bus Infrastructure Program grant of up to \$1,446,172.00, staff has also identified \$1,508,600.00 in FTA §5307 grant funds for the bus purchase. Local match to both FTA sources of approximately \$625,000.00 will be paid by local transit funds. Staff will continue to seek other grant opportunities to help fund the balance of this bus purchase and the installation of the related charging equipment. Staff will present a final funding plan for the project to the City Council at a future meeting. No General Fund money will be used for this project.

CC #: 9457

File #: 0214 & 0721

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

6.13. On-Call Environmental Services for the Long Term Water Service Contract Project – Professional Services Agreement

Memo from Assistant Engineer Colleen Boak and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-361 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND STANTEC CONSULTING SERVICES INC. AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item

requests City Council's approval of a Professional Services Agreement with Stantec Consulting Services Inc., in the amount of \$1,175,454.00, for Environmental Services for the Long Term Water Service Contract Project. The project is funded by the Water Operations Fund.

CC #: 9468

File #: 0800-02

CONTACT: Colleen Boak 916-774-5535 cboak@roseville.ca.us

6.14. Federal Lobbying Services - Professional Services Agreement Amendment

Memo from Acting Water Utility Manager Sean Bigley and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-366 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE FERGUSON GROUP, LLC, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is recommending approval of the first amendment to the professional services agreement with The Ferguson Group, LLC to end lobbying services provided under the "R3" service category effective August 31, 2018, while retaining existing services provided under the "City" service category. The amendment will provide temporary, unknown cost savings while a new lobbying firm is secured. There is no additional cost directly attributable to approving the amendment.

CC #: 9474

File #: 0114 & 0800-02

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

6.15. On-Call Environmental and Planning Services - On-Call Professional Services Agreement

Memo from Senior Planner Tricia Stewart and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-365 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MANAGEMENT ADVISORY SERVICES, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE.

This item requests approval of an on-call Professional Services Agreement with Management Advisory Services for environmental and planning services. This contract will allow various long-range planning projects to continue moving forward without delay. The total contract amount shall not exceed \$82,880.00, which is funded from a combination of revenue from the General Plan Maintenance Fee, General Fund Contingency, and developer reimbursement. No General Fund monies are required or proposed.

CC #: 9473

File #: 0800-06

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

6.16. 401 Oak Street - Purchase and Sale Agreement Amendment

Memo from Acting Economic Development Director Laura Matteoli recommending Council adopt RESOLUTION NO. 18-362 APPROVING A THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT, BY AND BETWEEN UNIVERSITY DEVELOPMENT FOUNDATION AND THE CITY OF ROSEVILLE, EXTENDING THE CLOSE OF ESCROW DATE. Staff requests approval of a third amendment to the Purchase and Sale Agreement extending the escrow period from August 31, 2018 to December 14, 2018 to accommodate the removal and remediation of the underground fuel tank. There is no cost or fiscal impact associated with this request.

CC#: 9469

File#: 1003

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

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

Memo from Administrative Analyst Jeannine Thrash and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-346 OF INTENTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT AND FUTURE ANNEXATION AREA, AND LEVY A SPECIAL TAX IN THE CITY OF ROSEVILLE THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT; and adopt RESOLUTION NO. 18-347 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE OF INTENTION TO INCUR BONDED INDEBTEDNESS TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES IN AND FOR THE CITY OF ROSEVILLE THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES). AKT Development Corporation, the landowner, proposed to be included in the public infrastructure district, has requested the City form a Community Facilities District (CFD) under the Mello-Roos Community Facilities Act of 1982 to provide funding for certain authorized public facilities within the property, as detailed in the List of Authorized Facilities. The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs for the debt service, CFD administration, and any authorized pay-as-you-go facilities. The formation and administration of the CFD will not impact the City's General Fund.

CC #: 9455

File #: 0206-03-01

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

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

6.18. Amendment to Master Schedule of User and Regulatory Fees

Memo from Administrative Analyst Jeannine Thrash and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-342 AMENDING THE SCHEDULE OF USER AND REGULATORY FEES. The

master Schedule of User and Regulatory Fees, effective July 1, 2018, through June 30, 2019, includes updated Electric fees and amends the fee and description for the LiveScan fee listed throughout the Police Department's fees section of the schedule. The proposed fee changes to the Electric fees are estimated to generate approximately \$13,000.00 annually in offsetting revenue for Electric. Since the LiveScan fingerprint fee is not a City established fee and is collected by the vendor, there is no fiscal impact to the City.

CC #: 9451

File #: 0215

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

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

6.19. On-Call Qualified Stormwater Pollution Prevention Plan Developer and Practitioner - Professional Services Agreements

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION 18-358 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BTCONSULTING, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 18-359 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JACOBSON, JAMES & ASSOCIATES, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. These contracts are on-call services which meet the requirements of the State Water Board Construction General Permit for Stormwater Pollution Prevention Plan development and implementation. The agreements include a one-year base term with the option of two additional one year extensions for each firm. Funding for professional services shall be provided through Capital Improvement Projects as approved during the fiscal year budgets. Project specific quotes will be obtained prior to the start of any work. There will be no impact to the General Fund. The three year total is not-to-exceed \$150,000.00 per firm.

CC #: 9466

File #: 0704

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

6.20. Street Closure Request - Hot Pink Fun Run - September 30, 2018

Memo from Recreation Superintendent Jeff Nereson and Parks, Recreation, & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-343 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND PLACER BREAST CANCER FOUNDATION, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approval of the street closures as outlined on Exhibit A of the Resolution, from 5:00 a.m. thru 12:00 p.m. on Sunday, September 30, 2018 for the Hot Pink Fun Run. All costs associated with this event for City services will be reimbursed by the applicant.

CC #: 9452

File #: 0109-02

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

6.21. Street Closure Request - Polish American Festival - September 8, 2018

Memo from Recreation Superintendent Jeff Nereson and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-340 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE POLISH AMERICAN CLUB OF SACRAMENTO, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff has received a request for the closure of Berkeley Avenue between Main Street and North Grant Street on Saturday, September 8, 2018 from 7:00 a.m. – 10:00 p.m. for the Polish American Festival. All costs associated with this event for City services will be reimbursed by the applicant.

CC #: 9448

File #: 0109-02

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

6.22. Youth Service Officers - Memorandum of Understanding

Memo from Administrative Analyst Shelly Bracco and Police Chief James Maccoun recommending Council adopt RESOLUTION NO. 18-364 APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT REGARDING YOUTH SERVICES OFFICERS, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Police Department assigns sworn police officers as youth service officers to the district's high school campuses in Roseville - Oakmont High School, Roseville, High School, Woodcreek High School, and Adelante High School. The City's cost for providing youth service officers for the 180 day school term is approximately \$73,134.00 per officer for salary and benefits and \$19,884.00 for vehicle costs, for a total of \$372,072.00. The high school district has agreed to offset that cost in FY2018-19 by \$283,198.00. The net cost to the City is approximately \$88,874.00 and funding has been included in the Police Department's General Fund budget. The school district will continue to increase its reimbursements through the end of the contract in 2023.

CC #: 9465

File #: 0323

CONTACT: Bridgette Dean 916-774-5017 bdean@roseville.ca.us

6.23. California Greenhouse Gas Cap-and-Trade Program - 2019 Directly Allocated Allowance

Memo from Power Supply & Portfolio Administrator William Forsythe and Electric

Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-357 APPROVING THE ALLOCATION OF 463,757 OF CITY'S 2019 GREENHOUSE CAP-AND-TRADE PROGRAM ALLOWANCES. This item requests City Council approval for allocating Roseville Electric's 2019 vintage directly allocated allowances, and adding out-of-state imports of electricity to the approved use for directly allocated allowances. Staff will file a "Publicly Owned Utility Allocation Distribution Form" with the California Air Resource Board by September 1, 2018, according to the City Council approved allowance allocation. The City will receive proceeds from the auction of its directly allocated allowances which must be spent pursuant to the restrictions set forth in Assembly Bill 32.

CC #: 9463

File #: 0800-03

CONTACT: William Forsythe 916-774-5619 wforsythe@roseville.ca.us

6.24.2017 Power Source Disclosure Report

Memo from Electric Resource Analyst Brian Zard and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-341 APPROVING THE 2017 ANNUAL POWER SOURCE DISCLOSURE REPORT AND ATTESTATION OF THE VERACITY OF THE ANNUAL REPORT. The 2017 Power Source Disclosure Report is a state mandated report detailing Roseville Electric Utility's 2017 energy supply. There is no fiscal impact with the approval of the 2017 Power Source Disclosure Report.

CC #: 9449

File #: 0800-03

CONTACT: Brian Zard 916-746-1671 bzard@roseville.ca.us

6.25.Power Transaction Enabling Agreement

Memo from Electric Resources Analyst Petra Wallace and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-345 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND UNITED STATES OF AMERICA, DEPARTMENT OF ENERGY ACTING BY AND THROUGH THE BONNEVILLE POWER ADMINISTRATION, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends City Council approve an Enabling Agreement executed by the United States of America, Department of Energy, acting by and through the Bonneville Power Administration to allow the City to keep managing its energy risk by purchasing electricity. There is no fiscal impact associated with the execution of the enabling agreement.

CC #: 18-345

File #: 0800-03

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

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

6.26.Council Discretionary Funds - Carry Forward FY2018 Unappropriated Funds - Budget Adjustment

Memo from Management Assistant Amy Ruiz and City Clerk Sonia Orozco recommending Council adopt ORDINANCE NO. 6009 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The budget adjustment is in the amount of \$20,409.00 to carry forward unappropriated FY2018 Discretionary Funds for use in FY2019.

CC #: 9472

File #: 0201-01 & 0102

CONTACT: Amy Ruiz 916-746-1362 aruiz@roseville.ca.us
Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

6.27.FY2018-19 Additional Budgeted Positions, and Budget Adjustment

Memo from Human Resources Manager Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 6006 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5994, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "V" TO BE EFFECTIVE AUGUST 8, 2018, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 6007 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5899, THE SALARY ORDINANCE FOR SEASONAL/TEMPORARY EMPLOYEES, AS AMENDED BY APPENDIX "G" TO BE EFFECTIVE AUGUST 18, 2018, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 6008 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. As part of the FY2018-19 budget process, departments requested staffing changes to meet their business needs. Staff recommends the City Council approve Management A & B and Temporary salary schedules and approve the addition of 8 allocations and the deletion of 3 allocations on the citywide allocation schedule. Staff has also completed job analysis work and is recommending the City Council approve the addition of Department Government Relations Administrator, Government Relations Administrator, and Code Enforcement Supervisor on the Management A & B salary schedules. Staff is also recommending the addition of salary step changes to the Temporary Employee salary schedules. The fiscal impact to the Enterprise Funds is \$155,860.00 and the impact to the General fund is \$115,405.00. These costs are covered by the FY2018-19 budget.

CC #: 9471

File #: 0600-01 & 0201-01

CONTACT: Gayle Satchwell 916-774-5374 gsatchwell@roseville.ca.us

Reports / Requests

6.28.Out of State Travel Request - Police Department

Memo from Department Public Safety Program Coordinator Traci Drake and Police Chief James Maccoun recommending Council approve out of state travel for Police Bomb Squad Commander to attend the FBI-sponsored Bomb Commander's training conference in Huntsville, Alabama from August 21, 2018 thru August 23, 2018. The conference and all associated travel expenses will be reimbursed by the FBI at no cost to the City.

CC #: 9443

File #: 0600-02

CONTACT: Traci Drake 916-746-1081 tdrake@roseville.ca.us

6.29. League of California Cities 2018 Annual Conference - Voting Delegate Appointment

Memo from Government Relations Administrator Mark Wolinski and Public Affairs and Communications Director Megan MacPherson recommending Council appoint City Councilmember John Allard as the voting delegate for the League of California Cities business meeting of the General Assembly. The League of California Cities Annual Conference is being held September 12 - 14, 2018 at the Long Beach Convention Center. The annual business meeting will be held at noon on Friday, September 14, 2018 when the membership takes action on Conference resolutions.

CC #: 9442

File #: 0102-12

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

END OF CONSENT CALENDAR

7. ORDINANCES

7.1. Nela Luken Park at the Village Center - Budget Adjustment and Award of Contract

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt ORDINANCE NO. 6004 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and adopt RESOLUTION NO. 18-353 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VALLEY CONSTRUCTION, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Nela Luken Park at the Village Center is a three-acre park site located on Pleasant Grove Boulevard in the West Roseville Specific Plan. The project includes a center plaza area, children's play area, water play element, restrooms, and pedestrian paths that meander throughout the park. Staff requests Council authorize a budget adjustment in the amount of \$182,799.00 to fully fund the project from available resources in the West Roseville Citywide Park Fund and the West Roseville Neighborhood Park Fund. Staff recommends award of the project to Sierra Valley Construction in the amount

of \$1,963,490.00 for the base bid, additive alternative #1, winter construction suspension allowance, and authorization to approve change order requests in an amount not to exceed 10% of the contracted amount. Funding for the project was approved in FY2017-18 using funds from the West Roseville Citywide Park Fund, West Roseville Neighborhood Park Development Fund, along with the Community Benefit Fee and Public Benefit Fee paid by parcels W-28 and W-29. Maintenance for this park is through the West Roseville Community Facilities District for Service. There will be no General Fund impact.

CC #: 9461

File #: 0704-01 & 0201-01

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

Parks Superintendent Tara Gee made the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by Scott Alvord, to adopt ORDINANCE NO. 6004 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and adopt RESOLUTION NO. 18-353 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VALLEY CONSTRUCTION, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

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

7.2. Placer County Health & Human Services Grant Agreement - Budget Adjustment

Memo from Administrative Analyst Shelly Bracco and Police Chief James Maccoun recommending Council adopt ORDINANCE NO. 6003 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Police Department has been awarded state funding, via the Placer County Health and Human Services (HHS) Department, for an amount not to exceed \$73,500.00, in the pursuit of preventing human trafficking operations. The budget adjustment will cover overtime personnel expenses, costs for travel, transportation, lodging, meals, supplies and equipment. After each operation is completed, the City will be reimbursed by Placer County HHS Department. There will be no net impact on the General Fund.

CC #: 9450

File #: 0214 & 0201-01

CONTACT: Shelly Bracco 916-774-5018 sbracco@roseville.ca.us

Police Chief James Maccoun made the presentation to Council.

Police Captain Marc Glynn continued the presentation to Council.

Jenny Davidson, Stand Up Placer - Spoke in support.

Motion by Tim Herman, seconded by Bonnie Gore, to adopt ORDINANCE NO. 6003 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Motion Passed.

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

7.3. Employment and Personal Services Agreements; Terms, Conditions & Understandings Amendment, and Salary Ordinance

Memo from Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 18-354 APPROVING THE THIRD AMENDED AND RESTATED EMPLOYMENT AND PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ROBERT R. SCHMITT, AND AUTHORIZING THE MAYOR TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 18-355 APPROVING AN EMPLOYMENT AND PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND DOMINICK CASEY, AND AUTHORIZING THE MAYOR TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 18-356 APPROVING AN AMENDMENT TO THE MEMORANDUM OF TERMS, CONDITIONS AND UNDERSTANDINGS REGARDING MANAGEMENT AND CONFIDENTIAL EMPLOYEES; and adopt ORDINANCE NO. 6005 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5910, THE SALARY ORDINANCE FOR CITY COUNCIL APPOINTED POSITIONS, AS AMENDED BY APPENDIX "J" TO BE EFFECTIVE AUGUST 18, 2018 AS AN URGENCY MEASURE. It is recommended that the City Council approve the third amended and restated employment and personal services agreement for City Attorney Robert R. Schmitt, and a new employment agreement for incoming City Manager Dominick Casey as well as a revision of the Management Terms and Conditions. Additionally, staff is requesting City Council adopt an ordinance to approve the City Council Appointed Positions salary schedule (Appendix J) reflecting the newly established salary for the City Manager effective August 18, 2018. The City Attorney and City Manager's office has budgeted the costs for FY2018-19.

CC #: 9462

File #: 0600-01

CONTACT: Gayle Satchwell 916-774-5374 gsatchwell@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 RESOLUTION NO. 18-354 APPROVING THE THIRD AMENDED AND RESTATED EMPLOYMENT AND PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ROBERT R. SCHMITT, AND AUTHORIZING THE MAYOR TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 18-355 APPROVING AN EMPLOYMENT AND PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND DOMINICK CASEY, AND AUTHORIZING THE MAYOR TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 18-356 APPROVING AN AMENDMENT TO THE MEMORANDUM OF TERMS, CONDITIONS AND UNDERSTANDINGS REGARDING MANAGEMENT AND CONFIDENTIAL EMPLOYEES; and adopt ORDINANCE NO. 6005 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5910, THE SALARY ORDINANCE FOR CITY COUNCIL APPOINTED POSITIONS, AS AMENDED BY APPENDIX "J" TO BE EFFECTIVE AUGUST 18, 2018 AS AN URGENCY MEASURE. The Motion Passed.

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

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Proposition 6 - Repeal of Senate Bill 1

Memo from Government Relations Administrator Mark Wolinski and Public Affairs and Communications Director Megan MacPherson recommending Council adopt RESOLUTION NO. 18-337 RESOLUTION TO OPPOSE SENATE BILL-1 REPEAL. The repeal of Senate Bill (SB) 1 would have significant implications for the City and its ability to maintain and undertake transportation-related activities and projects now and into the future. Staff requests Council's input and direction on opposing the repeal of SB 1.

CC #: 9444

File #: 0103-32-02

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

Government Relations Administrator Mark Wolinski made the presentation to Council.

Principal Engineer Jason Shykowski continued the presentation to Council.

Charles Anderson, League of California Cities - Spoke in opposition to Proposition 6.

Motion by Tim Herman, seconded by Susan Rohan, to adopt RESOLUTION NO. 18-337 RESOLUTION TO OPPOSE SENATE BILL-1 REPEAL. The Motion

Passed.

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

Nays: Gore

9. COUNCIL / STAFF / REPORTS/ COMMENTS

Public Information Officer Brian Jacobson - Spoke to new video civic engagement tool entitled *What's Happening in Roseville*.

Decorative Piano in Vernon Street Town Square - Vice Mayor Bonnie Gore applauded piano and invited the public to play a song in celebration of the program *Pianos in Public Spaces*.

10. ADJOURNMENT

Motion by Tim Herman, seconded by John Allard, to adjourn the meeting at 7:53 p.m.. The Motion Passed.

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

Susan Rohan, Mayor

Sonia Orozco, City Clerk



COUNCIL COMMUNICATION

CC #: 9509
File #: 0203-07

Title: 230kV Circuit Breaker - Sole Source Purchase Order
Contact: Chris Porter 916-774-5615 cporter@roseville.ca.us

Meeting Date: 9/19/2018
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends City Council approve a sole source purchase order with Mitsubishi Electric Power Products, Inc. for a 230kV circuit breaker to ensure electric distribution system reliability.

BACKGROUND

In 1997, Roseville Electric built the Fiddymont 230/60kV Substation. This substation is one of two substations used by Roseville Electric to deliver power purchased external to the City to customers. Recently, the Electric Engineering staff determined it necessary to add a second 230/60kV transformer to the Fiddymont substation in order to increase system redundancy and reliability.

City Council approved the project to add the second transformer to Fiddymont substation as part of the Electric Department annual FY2018-19 capital budget. In order to accommodate the addition of the second transformer, a new 230kV circuit breaker is required.

The Fiddymont substation has four existing 230kV circuit breakers (including a spare) that are Mitsubishi model 200SFMT40E, identical to the 230kV circuit breaker being recommended for sole source purchase. It is necessary for the new 230kV breaker to be identical because in the event of a failure, the spare breaker must be capable of fitting on the same foundation, have identical control circuitry and be replaced as quickly as possible. As this circuit breaker is part of the 230kV transmission system, minimal downtime in the event of a failure is critical to system reliability. Also, spare parts are already owned that are compatible with this circuit breaker.

FISCAL IMPACT

The proposed sole source purchase order with Mitsubishi Electric Power Products, Inc. is for \$109,464.71. Funding is included in the Electric Department FY2018-19 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 230kV circuit breaker does not include the potential for a significant environmental effect, and therefore is not subject to CEQA. No Council action is required.

Respectfully Submitted,

Chris Porter, Senior Power Engineer

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

230kV Breaker Quote



MITSUBISHI ELECTRIC POWER PRODUCTS, INC.
520 Keystone Drive
Warrendale, PA 15086-7537
(724) 779.3370
FAX: (724) 779.3368

July 2, 2018

City of Roseville

SUBJECT: MEPPI Proposal EQ#7624 and City of Roseville RFQ for one (1) 230kV Gas Circuit Breaker

Mitsubishi Electric Power Products, Inc. (MEPPI) is pleased to offer our quotation for these circuit breakers in response to the subject inquiry.

Equipment:	Gas Circuit Breaker
Rated Voltage:	230 kV
Frequency:	60 Hz
Rated Interrupting Current:	40 kA
Basic Insulation Level:	900 kV BIL
Continuous Current:	2000 A
Operating Mechanism:	Spring/Spring
BCTs:	18 x 2000:5A MR C800 RF 2.0

DELIVERY

Approval drawings will be sent 8 – 10 weeks after receipt of an order. Delivery terms are FOB Destination to customer specified location. Forecasted orders can be delivered in 20-22 weeks ARO. Un-forecasted units are subject to MEPPI's production loading and component availability.

TERMS, CONDITIONS, PAYMENT, AND WARRANTY

MEPPI's bid is per MEPPI Form A. Please see MEPPI Form C for service rates and installation supervision.

CLARIFICATIONS AND EXCEPTIONS

MEPPI is bidding per a functional duplicate design to that of SG#040110001 (PO#PA799143). If any deviations are desired, MEPPI will evaluate the request and provide updated pricing, if necessary.

TOOLS AND SPARE PARTS

A gas fill adapter, manual jack assembly, and transducer mounting kit are included in the price of the breaker. No other spare parts are currently included. Parts typically can be purchased at time of need and shipped directly from our factory in Warrendale, Pennsylvania via overnight delivery reducing the customer need for stocking parts. In MEPPI's opinion, there is no need to stock more than one trip and close coil.

Proprietary & Confidential

VALIDITY

This offer is valid for 90 days unless extended or withdrawn in writing by MEPPI.

PRICE

Item	Breaker Model	Unit Price	Qty	Extended Price
Item 10	200SFMT40E	\$102,065	1	\$102,065
*A 1-year warranty is included in this proposal.				

No field service, training, or any taxes are included in the price of these circuit breakers.

Field service for Mitsubishi Electric Power Products' breakers is provided direct from our factory at Warrendale, PA. The Engineering Service rate and cost are set forth in the attached Form C, "Engineering Service & Training Rates Policy".

PERFORMANCE AND RELIABILITY

The Mitsubishi Electric family of breakers has the best overall performance in the T&D industry. Our family of breakers is performing with a reliability factor of 99.998 percent. We have continuing efforts toward improving reliability levels in our units through ongoing process improvements and design changes.

We build reliability, durability, and performance from our conceptual stages through delivery, ensuring that our units will outperform other available products. Furthermore, our breakers and their components are subject to the most rigorous testing in the industry. All Mitsubishi mechanisms are life-tested to 10,000 operations.

On behalf of Mitsubishi Electric Power Products, Inc., I want to thank you in advance, for your kind consideration and the opportunity to provide our proposal for these circuit breakers. Should you require additional information about our organization or products, or should you have any questions, please do not hesitate to contact me at (724) 772-2172.

Sincerely,

Benjamin K. Vietmeier
Mitsubishi Electric Power Products Inc.
Sales Engineer
Email: Benjamin.Vietmeier@meppi.com
Office: 724-772-2172
Mobile: 724-316-4412



MITSUBISHI ELECTRIC
POWER PRODUCTS, INC.
Thorn Hill Industrial Park
530 Keystone Drive
Warrendale, PA 15086

NEGOTIATED FORM A FOR HVSD
CITY OF ROSEVILLE
AS OF 071918

These Terms & Conditions of Sale ("T&C") shall govern the sale of all products ("Products") and the provision of all services ("Services") by Mitsubishi Electric Power Products, Inc., through its High Voltage Switchgear Division ("MEPPI") to the **City of Roseville** ("Purchaser"). The sale of Products and the provision of Services by MEPPI are expressly conditioned upon Purchaser's assent to these T&C. Purchaser shall be deemed to have expressly accepted these T&C if Purchaser so agrees in writing or receives Products or accepts performance of Services subsequent to receipt of these T&C. Any different or additional terms and conditions submitted by Purchaser in any document are hereby rejected and shall have no force or effect. Failure of MEPPI to object to provisions contained in any order or other writing submitted by Purchaser shall not be construed as a waiver of these T&C or acceptance of any different or additional provisions. Except as expressly agreed in writing by a duly authorized representative of MEPPI, these T&C supersede any prior or contemporaneous understandings, agreements or correspondence between the parties and shall govern any order or contract (each, an "Order") for Products or Services. No independent sales or manufacturing representative of MEPPI shall have any authority to vary these T&C in any respect or to agree to any additional or different terms or conditions.

1.0 PRICES; TAXES AND TERMS OF PAYMENT

- 1.1. Prices and Taxes - Prices for Products and Services shall be as specified in MEPPI's quotation or offer ("MEPPI's Quotation"). Prices for Products and Services do not include any applicable sales, use or other taxes, bonds or permit fees. The amount of any such taxes or fees which MEPPI may be required to pay or collect shall be added to each invoice or separately invoiced by MEPPI to Purchaser, and Purchaser shall promptly pay all such invoices.
- 1.2. Terms of Payment - Invoices will be issued upon Product shipment or completion of Services. Except as otherwise provided in these T&C, all payments by Purchaser shall be made net 30 days from date of MEPPI's invoice(s).
- 1.3. Overdue Payments - MEPPI's past due invoices shall bear interest at the rate of 1.0% per month, but not in excess of the maximum lawful rate, from the due date thereof until paid in full.
- 1.4. Advance Payments - If, MEPPI reasonably believes the financial condition of Purchaser is impaired or otherwise has a reasonable basis for insecurity as to Purchaser's ability or intention to comply with these T&C, MEPPI may require full or partial payment in advance or other security to be posted, including, without limitation, a letter of credit

or guaranty, as a condition to its further performance.

- 1.5. Collection Costs and Attorneys' Fees - Purchaser shall be responsible for all costs and expenses incurred by MEPPI, including attorneys' fees and costs, in connection with the collection of amounts due from Purchaser and the enforcement of any provision of these T&C.

2.0 DELIVERY

- 2.1. General - All prices include shipping charges and duty to the F.O.B. delivery point identified in MEPPI's Quotation (the "FOB Delivery Point"), except as otherwise agreed by the parties in writing.
- 2.2. Delivery Dates - Delivery dates are based on receipt of complete information with each Order. If drawing approval is required prior to manufacture and/or shipment of the Products, Purchaser shall be required to return drawings on schedule to maintain delivery dates.
- 2.3. Origin, Method of Shipment and Routing - Unless otherwise requested by Purchaser, MEPPI will select the delivery method of transportation and routing. If Purchaser requests delivery by a method or route other than that selected by MEPPI, Purchaser shall be responsible for any excess or premium in transportation charges. In no event will MEPPI be responsible for demurrage or detention charges. Any charges for special services, including, but not limited to, special train, cartage, lighterage, construction or repair of transportation facilities and air freight shall be paid or reimbursed by Purchaser.
- 2.4. Delivery Damage - Except in the event the FOB Delivery Point is Purchaser's site, MEPPI will not participate in any settlement of claims for concealed or other shipment damage. When shipment is made FOB Purchaser's site, Purchaser shall unpack the Products promptly, and, if damage is discovered, Purchaser shall:

- 2.4.1. Document all damage by taking and retaining photographs prior to moving Products from the point of examination.
- 2.4.2. Retain all shipping containers and packing materials.
- 2.4.3. Notify the carrier of any apparent damage in writing on carrier's delivery receipt and request the carrier to make an inspection.
- 2.4.4. Notify MEPPI within 72 hours of Purchaser's receipt of the Products.

- 2.4.5. Send MEPPI a copy of the carrier's inspection report.

MEPPI shall have no responsibility for any damage on FOB Purchaser's site shipments unless Purchaser complies with the foregoing obligations.

- 3.0 **FORCE MAJEURE** - Neither party shall be liable to the other party if the performance of any of its obligations under these T&C or an Order, other than the payment of money, is prevented or delayed due to any cause beyond the delayed party's reasonable control, including, without limitation, fire, flood, strike or other labor difficulty, act of God, act of governmental authority, act of the other party, riot, embargo, fuel or energy shortage, failure of or delay in transportation. In the event of such delay, the delivery schedule or time for completion shall be extended by a period of time reasonably necessary to overcome the effect of such delay, and, if such delay is caused by Purchaser or any of its employees, representatives or agents, MEPPI shall be reimbursed for any additional costs arising from such delay.

- 4.0 **CHANGES** - Purchaser may, by written notice to MEPPI, request modifications or changes to an Order (each, a "Modification"). MEPPI shall evaluate the Modification and advise Purchaser of the required schedule and price changes resulting from the Modification. No Modification shall be effective until set forth in a written change order specifying the necessary adjustments to schedule and price and signed by both parties.

5.0 INDEMNIFICATION

- 5.1 General Indemnity - Subject to the provisions of this Section 5.0, MEPPI shall indemnify, defend or, at its option, settle and hold harmless Purchaser from and against liabilities or damages to third parties for property damage, personal injury or death to the extent arising as a result of the negligence or willful misconduct of MEPPI, its Affiliates (as defined) or their officers, directors, employees, agents, servants and assigns (collectively, the "Liabilities"). Notwithstanding the foregoing, MEPPI's obligation to indemnify Purchaser shall not apply to any Liabilities arising from the negligence, willful misconduct or other legal fault of Purchaser, its Affiliates, any third parties and their respective officers, directors, employees, agents, servants and assigns. An "Affiliate" is an entity or person controlling, controlled by or under common with Purchaser or MEPPI, as the case may be.

5.2. Intellectual Property Indemnity

5.2.1 Subject to the provisions of this Section 5.0, MEPPi shall, at its own expense, indemnify, defend or, at its option, settle, and hold harmless Purchaser from and against any claim, suit or proceeding (each, an **"IP Claim"**) brought against Purchaser or its Affiliates alleging that any Products or any part thereof, as delivered to Purchaser, infringes any US patent, trademark, copyright, trade secret or other intellectual property rights (collectively, the **"Intellectual Property Rights"**) of any third party that is not Purchaser or a Purchaser Affiliate.

5.2.2 If a Product or any part thereof becomes the subject of an IP Claim, MEPPi may at any time thereafter at, its option and expense, either: (i) procure for Purchaser the right to continue use of such Product or part thereof; (ii) replace such Product with a non-infringing functionally equivalent product or part; (iii) modify such Product so it becomes non-infringing; or (iv) remove such Product and refund a depreciated portion of the purchase price, including the transportation and installation costs thereof, determined on the basis of a 20-year useful life.

5.2.3 MEPPi shall have no obligation to defend or indemnify Purchaser for Excluded Claims. **"Excluded Claims"** are claims that the Products, as delivered to Purchaser, infringe any Intellectual Property Rights where: (i) Products are supplied according to a design other than that of MEPPi, which is required by Purchaser; (ii) Purchaser, any of the Purchaser Affiliates or any third party has altered or in any way modified the Products, and the alleged infringement would not have occurred but for such alteration or modification; (iii) Products are combined with another product(s) not furnished by MEPPi, except to the extent MEPPi is a contributory infringer; or (iv) Purchaser or any Purchaser Affiliate settles an IP Claim.

Purchaser shall indemnify, defend and hold MEPPi harmless from and against any damages, costs or expenses incurred in defending any Excluded Claim (other than one arising under clause (iv) hereof) to the same extent and in the same manner as provided in this section for IP Claims for which MEPPi is obligated to indemnify Purchaser.

This Subsection 5.2 states the entire liability of MEPPi and the sole and exclusive remedy of Purchaser with respect to alleged intellectual property infringement by any Product or any part thereof.

5.3 Indemnification Conditions - MEPPi's obligation to indemnify Purchaser under this Section 5.0 shall be effective only if Purchaser gives MEPPi prompt written notice and full authority, information and assistance for the defense of any IP Claim or Liabilities for which Purchaser seeks indemnification hereunder.

6.0 **TITLE, RISK OF LOSS, SECURITY INTEREST AGREEMENT**

- Risk of loss to the Products shall pass to Purchaser upon delivery of the Products to the US common carrier at the FOB Delivery Point, unless otherwise specified in the Order. MEPPi shall retain title to all Products sold to Purchaser until fully paid for by Purchaser. In furtherance of the foregoing, Purchaser hereby grants to MEPPi security interests, including a purchase money security interest, in the Products now or hereafter sold by MEPPi to Purchaser and all proceeds thereof (collectively, the **"Collateral"**) to secure the performance of all obligations of whatever kind or nature due by Purchaser to MEPPi under these T&C. Purchaser authorizes MEPPi to file such financing statement, including any necessary or required amendments thereto, describing the Collateral, in such states, counties or other jurisdictions as MEPPi may elect and agrees to execute any additional agreements, documents or instruments as MEPPi may deem necessary to confirm, perfect and maintain its retained ownership thereof or the security interest(s) granted under these T&C.

7.0 **TERMINATION**

7.1. Termination By Purchaser - Any Order may be terminated by Purchaser only by written notice to MEPPi and upon payment to MEPPi of reasonable and proper termination charges, including, but not limited to, the price relating to the Products delivered and Services performed on or prior to the termination date and MEPPi's costs incurred in connection with the Order through the termination date, MEPPi's costs for materials purchased by MEPPi for the performance of the Order which are non-cancellable or cannot be used for another purpose or returned to the vendor thereof. All additional costs resulting from the termination and 10% of the final net price shall be included in the termination charges to compensate MEPPi for disruptions in scheduling, planned production, and other direct costs.

7.2 Termination By MEPPi - MEPPi shall have the right to terminate any Order at any time by written notice to Purchaser in the event:

7.2.1. Purchaser breaches the Order or these T&C and fails to remedy such breach within 30 days after notice thereof; or
7.2.2. Purchaser fails to make any payment on the due date or refuses to accept delivery of any shipment; or

7.2.3. MEPPi has reasonable basis for insecurity with respect to Purchaser's performance of its obligations to MEPPi, and Purchaser fails to provide to MEPPi adequate assurance of Purchaser's performance within 10 days of MEPPi's demand for such assurances.

Upon termination by MEPPi pursuant to this section all amounts due and to become due to MEPPi under the applicable Order shall be immediately payable by Purchaser.

7.3. Termination Upon Purchaser's Insolvency - Should Purchaser become insolvent, make

a general assignment for the benefit of creditors, institute or have instituted against it any bankruptcy or reorganization proceeding or if a receiver of any property of Purchaser shall be appointed in any action, suit or proceeding by or against Purchaser and such filing or appointment shall not be dismissed, vacated or annulled, as the case may be, within 60 days, MEPPi shall, if permitted by applicable state and/or federal law, have the right at its election to cancel any or all pending orders and to recover its proper cancellation charges pursuant to Subsection 7.1 from Purchaser or Purchaser's estate.

8.0 **HELD ORDERS** - Any Order held, delayed or rescheduled at the request of Purchaser shall be subject to the prices and terms and conditions of sale in effect at the time of the release of the hold, end of the delay or rescheduled delivery date. Any Orders that are held, delayed or rescheduled beyond a reasonable period of time may be treated by MEPPi as a Purchaser termination pursuant to Subsection 7.1. When final assembly of the Products has commenced, the Products are ready for shipment or the Services are ready to be performed and delivery or performance is not made because of Purchaser's hold, delay or rescheduling, MEPPi may invoice Purchaser for such Products and Services, which invoice shall be payable upon receipt thereof, and may, upon written notice to Purchaser, store such Products at Purchaser's expense and delay performance of the Services. In such event: (1) risk of loss to the Products shall pass to Purchaser upon moving such Products to storage; and (2) Purchaser shall reimburse MEPPi for all expenses incurred by MEPPi in connection with the storage of Products, including demurrage, the cost of preparation for storage, storage charges, insurance and handling charges and expenses incurred by MEPPi in connection with the delay of performance of the Services upon receipt of MEPPi's invoices therefor.

9.0 **WARRANTY**

9.1. Standard Warranty

9.1.1. MEPPi warrants that the Products supplied to Purchaser will be of the kind and quality described in the Specifications and will be free of defects in workmanship and material and that the Services shall be performed in a good and workmanlike manner (the **"Standard Warranty"**) during the Warranty Period. The **"Warranty Period"** shall mean (i) one year from the date of delivery of the Products or the date of performance of the Services; or (ii) in the event MEPPi has installed the Products, one year after the completion of installation or 18 months after the delivery date, whichever occurs earlier; or (iii) as otherwise specified in MEPPi's Quotation.

9.1.2. In the event any Product or Service fails to comply with the Standard Warranty and MEPPi is so notified promptly upon discovery of the failure, in writing, during the Warranty Period, MEPPi shall correct

such nonconformity by repair or, at its option, replacement of the defective Product, part or parts FOB Delivery Point or reperformance of the Services.

- 9.1.3. Products supplied by MEPPI, but manufactured by third parties, are warranted only to the extent of the manufacturer's warranty.

9.2 Warranty Conditions and Exclusions

- 9.2.1 Certain Product warranties are dependent upon the presence of MEPPI personnel or its approved representatives at specified critical phases during installation. Such requirements are specified in MEPPI's Quotation relating to the Products. If MEPPI personnel or its approved representatives are not present at such specified times, MEPPI's Standard Warranty and any additional extensions or special warranties are void.
- 9.2.2 The limited warranties contained in this Section shall not apply to: (i) Products that have been: (A) repaired or modified without MEPPI's authorization or approval, (B) subjected to misuse, abuse, improper maintenance, negligence or accident, (C) been damaged by excessive physical or electrical stress; or (ii) Products that have had their serial number or any part thereof altered, defaced or removed; or (iii) Any design changes, alterations or modifications made at Purchaser's request or by Purchaser or any third party; or (iv) Products that have not been stored, installed, operated and maintained in accordance with MEPPI's manuals, instruction books, recommendations and industry standard practices.
- 9.2.3 In no event shall MEPPI be responsible for gaining access to the Product(s), disassembly, reassembly or transportation of the Products or any parts thereof from and to the place of installation.

- 9.3 Title Warranty - MEPPI warrants that the Products will be delivered free of any and all rightful claims, demands, liens or encumbrances. In the event of a breach of this warranty of title, Purchaser shall give MEPPI prompt written notice, and MEPPI, at its expense, shall defend the title to any affected Product, and, if unsuccessful, shall promptly provide to Purchaser at no cost replacement products which comply with this warranty.

- 9.4 Warranty Disclaimer and Limitation of Remedies - THE FOREGOING WARRANTIES ARE EXCLUSIVE AND MEPPI MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER TO PURCHASER OR ANY THIRD PARTIES WITH RESPECT TO THE PRODUCTS AND/OR SERVICES AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THE REMEDIES

PROVIDED FOR IN THIS SECTION 9.0 ARE PURCHASER'S SOLE REMEDIES FOR ANY FAILURE OF MEPPI TO COMPLY WITH ITS WARRANTY OBLIGATIONS. CORRECTION OF ANY NON-CONFORMITY IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED FOR IN THESE T&C SHALL CONSTITUTE COMPLETE FULFILLMENT OF ALL THE WARRANTY LIABILITIES OF MEPPI, WHETHER THE CLAIMS OF PURCHASER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

- 10.0 **LIMITATION OF LIABILITY AND EXCLUSIVITY OF REMEDIES** - NEITHER MEPPI NOR ANY OF ITS CONTRACTORS AND SUPPLIERS OF ANY TIER SHALL BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE OF EQUIPMENT OR POWER SYSTEM, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT POWER OR TEMPORARY EQUIPMENT (INCLUDING ADDITIONAL EXPENSES INCURRED IN USING EXISTING FACILITIES), CLAIMS OF CUSTOMERS OF PURCHASER, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER. THE REMEDIES OF PURCHASER SET FORTH IN THESE T&C ARE EXCLUSIVE. THE TOTAL CUMULATIVE LIABILITY OF MEPPI WITH RESPECT TO ANY ORDER OR ANYTHING DONE IN CONNECTION THEREWITH SUCH AS THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, OR USE OF ANY PRODUCT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE SHALL IN NO EVENT EXCEED \$250,000.

- 11.0 **CONFIDENTIALITY** - "Confidential Information" shall mean information disclosed by a party ("Discloser") to the other or its Affiliates (collectively, "Recipient") which information is marked "Confidential", "Proprietary" or with a similar legend. If Confidential Information is orally disclosed, it shall be identified as such at the time of disclosure and a brief written description and confirmation of the confidential nature of the information shall be sent to Recipient within 30 days after the disclosure. Confidential Information, however, shall not include any information which: (1) is known to Recipient at the time of its disclosure to Recipient; (2) is or becomes publicly known through no wrongful act of Recipient; (3) is received from a third party without a restriction on its disclosure; (4) is independently developed by Recipient or any of its Affiliates; (5) is furnished to any third party by Discloser without a similar restriction on such third party's rights; or (6) is approved for release by the prior written consent of Discloser.

Recipient shall maintain the Confidential Information in strict confidence and shall not

disclose, disseminate, copy, divulge, recreate, or otherwise use Confidential Information except as expressly permitted under these T&C. Recipient may disclose the Confidential Information to personnel of Recipient, its Affiliates, customer or suppliers with a need to know and who receive such information subject to an obligation of confidentiality no less strict than the obligations set forth in this Section 11.0 without the prior written consent of Discloser. There shall be no restrictions with respect to any portion of the Confidential Information which is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction (and provided Recipient promptly notifies Discloser before disclosing such information so as to permit Discloser reasonable time to seek an appropriate protective order and if disclosure is required pursuant to the Freedom of Information Act and California Public Records Act, Recipient shall notify Discloser as soon as is as reasonably practicable and shall only disclose the information that is rightly requested). Recipient agrees to use protective measures no less stringent than Recipient uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information. The parties acknowledge and agree that the Confidential Information is and shall remain the property of Discloser. The confidentiality obligations contained in this Section 11 shall survive termination of these T&C and any Orders issued thereunder.

- 12.0 **NUCLEAR APPLICATION** - In the event that Purchaser or third parties use the Services, Products or any part thereof in connection with any activity or process involving nuclear fission or fusion or any use or handling of any source, special nuclear or by-product material, as those materials are defined in the U.S. Atomic Energy Act of 1954 (as amended), such items shall be sold pursuant to MEPPI's Terms & Conditions of Sale - Form B, which are in addition to these T&C. Purchaser shall immediately notify MEPPI of such nuclear application so that nuclear regulations and insurance provisions contained in those terms and conditions can be satisfied.

13.0 OTHER

- 13.1 No Assignment; Transfer - Purchaser may not assign any rights, interests or benefits under any Order or these T&C to any other party without the express prior written consent of MEPPI. In the event that, notwithstanding the foregoing, Purchaser transfers any Product or its interest therein to a third party, Purchaser shall indemnify, defend and hold harmless MEPPI and its subcontractors and suppliers against any liability or obligation they may incur or that may be claimed against them in excess of the obligations expressly undertaken by MEPPI in these T&C or otherwise agreed in writing and signed by both parties.

- 13.2 Headings - The headings contained in these T&C are for convenience of reference and shall have no effect in the interpretation or instruction of the language contained therein.
- 13.3 Governing Law - The rights and obligations of the parties under these T&C and any order shall be governed by and construed according to the laws of California. Any legal action or proceeding arising out of relating to these T&C or any order shall be maintained in Placer County, CA.
- 13.4 Product Notices - Purchaser shall provide the user (including its employees) of the Products with all MEPPI-supplied product notices, warnings, instructions, recommendations and similar materials.
- 13.5 Arbitration - All disputes or controversies arising out of or in any manner relating to any order or these T&C which the parties do not resolve in good faith within ten days after either party notifies the other of its desire to arbitrate such disputes or controversies shall be settled by arbitration by a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, unless otherwise agreed by the parties in writing. The arbitration shall be held in Placer County, CA. The arbitration award shall be in writing and shall specify the factual and legal bases of such award. The arbitration award shall be final and binding, and a judgment consistent therewith may be entered by any court of competent jurisdiction. The parties agree that the arbitration award shall be treated as Confidential Information. The arbitrator shall not have the power to render an award of punitive damages. To the extent of any conflict, this section shall supersede and control JAMS rules.
- 13.6 Notices - All notices and demands with respect to these T&C or any Order shall be in writing and shall be sent by certified or registered mail, return receipt requested, or reputable overnight courier with confirmation of receipt, in the case of MEPPI, at the address appearing in these T&C and to the attention of its President and, in the case of Purchaser, to the address set forth in its Order. Either party may change its address for notices by notice given in accordance with this subsection.



MITSUBISHI ELECTRIC

MITSUBISHI ELECTRIC
POWER PRODUCTS, INC.
Thorn Hill Industrial Park
512 Keystone Drive
Warrendale, PA 15086

PRICE LIST
FORM C
Page 1

April 2, 2007

GAS CIRCUIT BREAKER DIVISION ENGINEERING SERVICE & TRAINING RATES POLICY

1.0 Engineer's Service

Mitsubishi Electric Power Products Incorporated, (MEPPI) maintains a staff of competent, trained service representatives available to provide technical direction for installation, startup, testing, inspection, repair and maintenance of the products and equipment it supplies. MEPPI can also provide training seminars on the installation, operation & maintenance of the products either at the Purchaser's site or at MEPPI's factory.

Service assistance may be obtained by contacting any of MEPPI's sales representatives or by contacting MEPPI's Customer Service Representative directly at (724) 772-2555. When advisory assistance is required, approximately six weeks notice is required prior to the date assistance is desired. This will assure that a service representative will be available on the dates needed.

2.0 Engineering Service Rates

A. Rates

Approved MEPPI Representative:

	<u>Hourly</u>	<u>Daily</u>
• Weekday		
-Straight time	\$195	\$1560
-Overtime	\$292.50	-
• Sat./Sun./Holiday	\$350	\$2800

MEPPI Engineer:

	<u>Hourly</u>	<u>Daily</u>
• Weekday		
-Straight time	\$250	\$2000
-Overtime	\$375	-
• Sat./Sun./Holiday	\$400	\$3200

STRAIGHT TIME rates apply to all time worked or traveled during the standard eight hour work day. The standard eight hour work day is defined as any consecutive eight hour day shift period (Monday through Friday - excluding observed Holidays) with an allowance for meal time.

WEEKDAY OVERTIME (Monday through Friday) applies to all hours worked or traveled in excess of the standard eight hour work day described above.

B. Local Living Expenses

The hourly and daily rates above are exclusive of local living expenses. All local living expenses including hotel, meals, transportation and incidentals will be billed at cost plus a 10% surcharge to cover administrative costs. A copy of the employee expense account will accompany the invoice.

C. Airfare Expenses

The hourly and daily rates above are exclusive of airfare. If applicable, airfare will be billed at cost plus a 10% surcharge. A copy of the airline receipt will accompany the invoice.

D. Travel Time

Travel time is defined as the time spent by the representative(s) in traveling from the headquarters location to the jobsite, and in returning to the headquarters location. The maximum billing for traveling time, at the applicable rate, shall be eight hours per individual for any one calendar day.

E. Minimum Billing

A minimum billing of four hours will be made for services performed in 1-4 hours and a minimum billing of eight hours for services performed 5-8 hours.

F. Standby Time

When service personnel are on the job site but unable to perform services requested because of circumstances beyond MEPPI's control, the customer will be charged up to eight hours per day standby time at the applicable rate.

3.0 Training Seminars-Customer Site

A. Seminar Rate

Daily Rate \$3500

B. Training Material

Up to 20 sets of training material is included in the daily rate. It is recommended that the class size be limited to 20 students.

C. Local Living Expenses

The seminar rate above is exclusive of local living expenses. All local living expenses including hotel, meals, transportation and incidentals will be billed at cost plus a 10% surcharge to cover administrative costs. A copy of the employee expense account will accompany the invoice.

D. Airfare Expenses

The seminar rate above is exclusive of airfare. If applicable, airfare will be billed at cost plus a 10% surcharge. A copy of the airline receipt will accompany the invoice.

E. Travel Time

Travel time is defined as the time spent by the representative in traveling from their headquarters location to the jobsite, and in returning to the headquarters location. The maximum billing for traveling time, at the applicable rate, shall be eight hours per individual for any one calendar day.

E. Fixed Price Seminars

Fixed Price seminars can be provided at either the customer site or at MEPPI. Contact MEPPI for a quotation.

4.0 Equipment Charges

A daily or weekly charge will be required for the use of special tools or test equipment when specifically required or requested by the customer. (Examples include: SF6 Gas Cart, Gas Test Equipment, Doble Timing Equipment, BCT Test Equipment, etc.). Consult MEPPI for these charges. No charge will be made for equipment used in normal servicing.

5.0 Terms and Conditions of Sale

Refer to Conditions of Sale - Form A for details.



COUNCIL COMMUNICATION

CC #: 9508
File #: 0203-01

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

Meeting Date: 9/19/2018
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Sourcewell

Staff recommends Council approve a purchase order to 72 Hour LLC dba National Auto Fleet Group for one Ford Explorer utilizing Sourcewell, formerly National Joint Powers Alliance (NJPA) contract #120716-NAF as a fleet addition approved in the FY2018-19 Auto Replacement Budget. The total cost including options and sales tax is \$33,032.53.

Staff recommends Council approve a purchase order to Crafcro Inc., for one Patcher II trailer mounted sealant melter utilizing Sourcewell contract #052417-CFC as a fleet addition approved in the FY2018-19 Auto Replacement Budget. The total cost including options and sales tax is \$66,154.02.

Staff recommends Council approve a purchase order to Terry Equipment Inc. for one Autocar with Johnston VT651 vacuum sweeper utilizing Sourcewell contract #122017-JTN to replace 08-711 approved in the FY2018-19 Auto Replacement Budget. The total cost including options and sales tax is \$319,165.28.

HGAC

Staff recommends Council approve a purchase order to Tymco Inc. for one Autocar with Tymco 600 regenerative air sweeper utilizing Houston Galveston Area Council (HGAC) contract#SW04-18 to replace 08-837 approved in the FY2018-19 Auto Replacement Budget. The total cost including options and sales tax is \$294,197.48.

RFQ 10-3182

Staff recommends Council approve a purchase order to R.C.A. Investments Inc., dba Long Beach BMW Motorcycles for three BMW R1200 RT Police motorcycles utilizing RFQ 10-3182 to replace 12-502, 12-503 and 12-514 approved in the FY2018-19 Auto Replacement Budget. The total cost including options and sales tax is \$99,524.43

BACKGROUND

Sourcewell and HGAC

The Environmental Utilities Department is purchasing one Ford Explorer as a fleet addition. This vehicle will be used for local and regional meetings reducing the need for multiple vehicles going to the same location. The four wheel drive option will be capable of handling off road conditions to visit reservoirs and other water conveyance and storage facilities. These facilities are key to the water supply of Roseville and Placer County.

The Public Works Streets Division is purchasing one Crafco Patcher II trailer mounted sealant/melter as a fleet addition. The Patcher II trailer is designed to melt and prepare hot mastic sealant as a filler. The applicator is used to seal cracks in pavement.

The Public Works Street Sweeping Division is purchasing one Johnston VT651 vacuum sweeper as a replacement for 08-711 and one TYMCO 600 regenerative air sweeper as a replacement for 08-837. The sweepers are used for residential and commercial street sweeping. The sweepers keep gutters and alleys clean, improve aesthetics and provide removal of road debris.

RFQ 10-3182

The Police Department is purchasing three BMW R1200 RT Police motorcycles as replacements for 12-502, 12-503 and 12-514. The motorcycles are used by the Police Department to enforce traffic laws, respond to collisions, service calls, as well as attend community events throughout the City.

A formal bid was issued with the following vendor response:

<u>Vendor</u>	<u>Unit Price (without options)</u>	<u>Total (qty. 3)</u>
Long Beach BMW Motorcycles	\$28,075.85	\$84,227.55
Long Beach, CA		

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

Vehicle ID	Replacement Score	Vehicle Condition
08-711	36	Meets City replacement criteria
08-837	30	Meets City replacement criteria
12-502	27	Meets City replacement criteria
12-503	27	Meets City replacement criteria
12-514	27	Meets City replacement criteria

FISCAL IMPACT

Sourcewell

The total cost of one Ford Explorer including options and sales tax is \$33,032.53. Funding is included in the FY2018-19 Auto Replacement Budget.

The total cost of one Crafcro Patcher II including options and sales tax is \$66,154.02. Funding is included in the FY2018-19 Auto Replacement Budget.

The total cost of one Autocar with Johnston VT651 vacuum sweeper including options and sales tax is \$319,165.28. Funding is included in the FY2018-19 Auto Replacement Budget.

HGAC

The total cost of one Autocar with Tymco 600 regenerative air sweeper including options and sales tax is \$294,197.48. Funding is included in the FY2018-19 Auto Replacement Budget.

RFQ 10-3182

The total cost of three BMW motorcycles including options and sales tax is \$99,524.43. Funding is included in the FY2018-19 Auto Replacement Budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

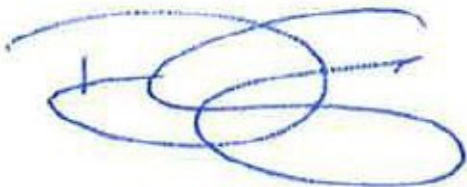
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Brian Craighead, Fleet Manager

Rhon Herndon, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 9511
File #: 0203-06

Title: Enterprise Asset Management Consulting Services - Sole Source Service Agreement
Contact: Dale Olson 916-774-5543 dolson@roseville.ca.us

Meeting Date: 9/19/2018
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution to approve a service agreement in the amount of \$200,000.00 with Sixty Seven Solutions, Inc., for Environmental Utilities (EU) integration of the existing Data Management System information into the new EAM System in addition to the operational support and implementation for existing departments utilizing the new Enterprise Asset Management System (EAM), and authorize the City Manager to sign the agreement on behalf of the City.

BACKGROUND

The EAM program has been under development for several years and is in the final stages of implementation. The remaining focus of the work is migrating all the EU asset data for the Water Distribution and Wastewater Collection Groups and integration with the City's Geographic Information System (GIS) to allow online interactive mapping for EU's Water Distribution and Wastewater Collection field personnel as well as capturing all work order and asset information which will support maintenance activities and supply accurate asset information to support ongoing rehabilitation efforts for the Utilities through the long term.

Sixty Seven Solutions has made significant progress over the last 15 months resolving production support issues, improving system performance and advancing project tasks and goals. Upon approval of this service agreement, Sixty Seven Solutions, Inc., will assist IT and the EAM project team to manage the completion of the functional "roll-out" of the EU Department. Sixty Seven Solutions, Inc., will also assist and train the City to facilitate the support and maintenance of the EAM system for the long term.

FISCAL IMPACT

This service agreement is not to exceed \$200,000.00. Funding for this project is from the Water Operations Fund and the Wastewater Rehabilitation Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). Consulting services do not include the potential for a significant environmental effect, and therefore are not subject to CEQA.

Respectfully Submitted,

Dale Olson, Assistant Environmental Utilities Director

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-390

Service Agreement

RESOLUTION NO. 18-390

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

WHEREAS, a service agreement (S1909051) for Enterprise Asset Management Consulting Services for the Environmental Utilities Department, between the City of Roseville and Sixty Seven Solutions, Inc., has been reviewed by the Council;

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1909051**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1901972 DATE: 8/13/18

SUBMIT ALL INVOICES TO:

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

Contractor No.: V41359
Telephone No.: 916-539-0865 Fax:
Email address: kevinmwiley@gmail.com
Contractor: SIXTY SEVEN SOLUTIONS, INC.
ATTN: KEVIN WILEY
6940 COUNTRY COURT
GRANITE BAY, CA 95746

Department: ENVIRONMENTAL UTILITIES

Acct. Code: 30001-5101/500011-30

Buyer: LONI COUNTRYMAN
Phone: 916-774-5734

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/19	Approved by Risk Mgt.	DALE OLSON

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
VENDOR WILL PROVIDE OPERATIONAL SUPPORT, ADMINISTRATION AND IMPLEMENTATION OF THE CITY'S ENTERPRISE ASSET MANAGEMENT SYSTEMS ON AN AS-NEEDED BASIS AS DIRECTED BY THE CITY OF ROSEVILLE ENTERPRISE ASSET MANAGEMENT PROJECT MANAGEMENT TEAM IN ACCORDANCE WITH THE ATTACHED SIXTY SEVEN SOLUTIONS, INC. SCOPE OF SERVICES DATED 7/2/18. ALL WORK MUST BE QUOTED AND APPROVED IN ADVANCE BY DALE OLSON.

PLEASE CONTACT DALE OLSON AT 916-774-5543 FOR QUESTIONS REGARDING THIS SERVICE AGREEMENT.

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

Total Cost of Service: \$ 200,000.00

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

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

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

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: [Signature] KEVIN WILEY PRESIDENT
SIGNATURE PRINT NAME TITLE

CONTRACTOR: [Signature] KEVIN WILEY CEO
SIGNATURE PRINT NAME TITLE

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

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given thirty (30) days' written notice. City's termination shall be without further liability to City, however Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available

insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

- 10d. Cancellation/Modification. Consultant shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultant's work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and sub consultants.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
- 11. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
- 12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
- 13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
- 14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable

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

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

23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.
24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
25. If the project referenced on this service agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
26. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

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

ARTICLE I – GENERAL

DAVEY SAVINSON ("Consultant") agrees that information furnished by the City of Roseville ("City") shall be deemed proprietary and confidential, and all such foregoing information, to the extent previously, presently, or subsequently disclosed to Consultant or processed and derived by Consultant services is hereinafter referred to as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third parties. In recognition of the proprietary and confidential nature of such Confidential Information, Consultant agrees to treat the Confidential Information as provided by this Agreement.

ARTICLE II – TREATMENT OF CONFIDENTIAL INFORMATION

Consultant shall, and shall cause each of Consultant's affiliates, agents, employees, directors, partners, and representatives to safeguard and maintain as confidential all Confidential Information, including, without limitation, information in written, magnetic, electronic or any other form, and take reasonable precautions to protect the Confidential Information (including, without limitation, all precautions Consultant employs with respect to Consultant's own proprietary and confidential information). Consultant shall not, and Consultant shall cause each of Consultant's affiliates, agents, employees, directors, partners, and representatives not to: (a) use the Confidential Information except to perform Consultant's services as directed by City; (b) do anything to impair the business relationships, intellectual property or other proprietary rights of City; (c) claim, or reverse engineer any of the Confidential Information; or (d) disclose the Confidential Information to anyone unless required to do so by law or with prior written consent of City. Any Consultant employee, affiliate, advisor, agent, director, partner or representative given access to any of the Confidential Information must have undergone and passed City approved criminal background screenings, and have a legitimate "need to know"; and Consultant will notify such employee, affiliate, advisor, director, partner, or representative that they are bound by the same restrictions as Consultant regarding the Confidential Information. No Confidential Information may be stored or transmitted outside the continental United States without prior written consent of City. For Confidential Information that is protected under Federal, State or Local law, including, without limitation, personally identifiable information, health care information and criminal history information, Consultant will use best practices to protect such information in conformity with applicable law.

ARTICLE III – EXCEPTIONS

The foregoing restrictions of confidentiality and non-use will not apply to information that: (a) is or becomes publicly available without breach of this Agreement; (b) is disclosed to Consultant by a third party, provided such information was not obtained by such third party, directly or indirectly, from City on a confidential basis; (c) is already known to Consultant without obligations of confidentiality; (d) is independently developed or discovered by Consultant without access to the Confidential Information as evidenced by the Consultant's business records; or (e) is the subject of a written permission to disclose provided by City.

ARTICLE IV – PERMITTED DISCLOSURES

Notwithstanding any provisions of this Agreement to the contrary, Consultant may disclose the Confidential Information to applicable regulatory authorities or if required by judicial or administrative process or timely disclosure requirements imposed by law, provided that Consultant first provides to City prompt written notice of such required disclosure, maintains confidentiality to the greatest extent permissible and takes such steps as may be reasonable in the circumstances to allow City to seek a protective order with respect to the confidentiality of the information required to be disclosed. If City receives a legal order or request seeking Confidential Information being held by Consultant, City will supply a copy to Consultant. Consultant will supply City with copies of the Confidential Information within two business days.

ARTICLE V – NO LICENSE

This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon Consultant any rights, license or authority in or to the Confidential Information. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

ARTICLE VI – RETURN OF CONFIDENTIAL INFORMATION

Immediately upon the decision of either party to terminate this Agreement, Consultant shall, and shall cause each of Consultant's affiliates, agents, employees, directors, partners, and representatives to, return to City all documents, media and data, in any form, containing Confidential Information and any and all copies or extracts in a usable format deemed acceptable by City thereof, within thirty (30) calendar days of such decision. Furthermore, within thirty (30) calendar days of the decision of either party to terminate the Agreement, Consultant shall remove all Confidential Information from any computer system used by Consultant's agents or business partners.

ARTICLE VII – REQUIRED DISCLOSURES

Consultant must disclose information regarding participation, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, or other entity, which has resulted or could result in a benefit to Consultant, if said participation creates potential conflicts or competition with this Agreement or other agreements involving City.

ARTICLE VIII – REMEDIES FOR BREACH

Consultant agrees that the limitations contained herein are reasonable and necessary for the protection of City, and given the unique nature of the Confidential Information, the breach of this Agreement cannot be adequately remedied by law. Therefore, in the event of a breach of this Agreement by Consultant, City shall be entitled to pursue equitable remedies, which shall include, but not be limited to, injunctive relief, and recovery of any associated reasonable attorney's fees and legal costs, along with any other available remedies at law. Consultant will notify City in writing immediately upon discovery of any such unauthorized release or other breach of Confidential Information, or any belief that unauthorized access to Confidential Information has transpired.

ARTICLE IX – VALIDITY

Any provision of this Agreement held to be illegal, invalid, or unenforceable by law or rule or regulation shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect. Additionally, the parties hereby agree to negotiate in good faith to modify and amend this Agreement to maintain the original intent of the parties with respect to such provisions so severed.

By: [Signature] Print Name: KEVIN WILLEY
Title: PRESIDENT
Date: 8.16.2018
and
By: [Signature] Print Name: KEVIN WILLEY
Title: CEO
Date: 8.16.2018



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

General - Required Coverage/Documentation

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

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

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

Insurance Submission Process

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

How It Works

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

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

SIXTY SEVEN SOLUTIONS

**6940 COUNTRY CT, GRANITE BAY, CA 95746
(916) 539-0865**



CITY OF ROSEVILLE EAM SUPPORT

July 2, 2018

Scope of Services

Provide operational support, administration and implementations of the city's Enterprise Asset Management systems as directed by the City of Roseville (COR) Enterprise Asset Management Project Management Team (PM Team). Systems are defined as all production and non-production hosted and maintained within the city's IT network infrastructure. Specific scope as follows:

1. Development:
 - a. Conversion of data from legacy EAM systems to the city's current Maximo EAM system.
 - b. Development of interfaces, analytical reports, and alike technology, within the EAM to support the city's business requirements.
 - c. Development of customization and configurations within the city's EAM in support of migrating the city's business within the Maximo EAM system.
2. Provide technical assistance to the PM Team with system migrations, data loading, upgrades and documentation of the city's Maximo EAM.
3. Provide other General Support as follows:
 - a. Evaluate, provide recommendations, and implement IBM Fix Packs, Interim Fixes and upgrades to existing Maximo Add-ons.
 - b. Evaluate, provide recommendations, draft documentation and implement changes to improve system performance and align with Maximo system infrastructure best practices.
 - c. Evaluate, provide recommendations, draft documentation and implement other Maximo related development efforts as directed by the PM Team.
 - d. Provide Maximo support assistance and technical training as needed.

Compensation

Sixty Seven Solutions, Inc. will be compensated at a rate of \$110 per labor hour. An invoice of services will be submitted by Sixty Seven Solutions for the prior month's services. Payment of services will be due within 10 calendar days of the invoice date.



COUNCIL COMMUNICATION

CC #: 9514
File #: 0203-03

Title: Liquid Cationic Polymer (RFQ 01-3175) - Service Agreement
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 9/19/2018
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt a resolution to approve a service agreement with Polydyne, Inc. as the only bid received for RFQ 01-3175 for the purchase and delivery of Liquid Cationic Polymer for the Pleasant Grove Wastewater Treatment Plant, and authorize the City Manager to execute it on behalf of the City of Roseville. The initial contract award is \$345,600.00.

BACKGROUND

The Environmental Utilities Department Pleasant Grove Wastewater Treatment Plant has an ongoing requirement for liquid cationic polymer. This chemical is used in the "dewatering" of waste byproduct called sludge, which reduces the overall weight of the sludge, thus allowing for removal to the landfill at a reduced cost to the City. This chemical will be purchased by the end using department as needed.

A formal bid was issued where vendors were required to pre-qualify their product by testing and demonstrating the cost effectiveness and overall efficiency of their product. Two vendors participated in the polymer testing, but only one vendor, Polydyne, Inc., responded.

The bid allowed for four optional renewal years at one-year intervals. Staff requests authorization to continue utilizing the remaining optional renewal years of the bid contract without further Council approvals until the contract expires, provided that the applicable budget is approved by the City Council each year, a new contract with better pricing becomes available, or until City staff determines that continuing with the same vendor is not in the City's best interest.

FISCAL IMPACT

The initial contract from date of award through 6/30/19 is \$345,600.00. Funding is included in the

Environmental Utilities Department's FY2018-19 budget. Projected spending for the optional renewal years is as follows: FY2019-20, \$539,350.00; FY2020-21, \$592,900.00; FY2021-22, \$669,375.00; FY2022-23, \$765,000.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Dennis Kauffman, Finance Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-392

Signed Service Agreement

RESOLUTION NO. 18-392

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

WHEREAS, a service agreement (S1903125) for liquid cationic polymer, between the City of Roseville and Polydyne, Inc., has been reviewed by the Council; and

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

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

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

AYES COUNCILMEMBERS:

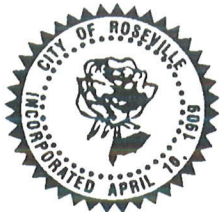
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



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: **S1903125**

SERVICE LOCATION: CITY OF ROSEVILLE
PGWWTP
5051 WESTP+ARK
DRIVE
ROSEVILLE, CA 95747

REQ. NO.: RFQ 01-3175 DATE: 8/6/18

SUBMIT ALL INVOICES TO:

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

Department: ENVIRONMENTAL UTILITIES

Acct. Code: 08427-5015

Contractor No.: V22915
Telephone No.: (912) 880-2035 Fax:
Email address: Polybiddpt@snfhc.com
Contractor: POLYDYNE, INC
ATTN: MARK SCHLAG
1 CHEMICAL PLANT ROAD
RICEBORO, GA 31323

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

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/19	Approved by Risk Mgt.	JASON FICK

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

Vendor shall provide Clarifloc WE-1621 Polymer at \$1.28/lb to the Pleasant Grove Wastewater Treatment Plant on an as needed basis and in accordance with all specifications, terms and conditions, and attachments of RFQ 01-3175. Deliveries must be made between the hours of 7:00 AM and 3:00 PM Monday through Friday.

*A certificate of analysis will be required for each delivery. No deliveries will be accepted unless accompanied by the said certificate of analysis for the specific batch or lot of chemical delivered. The active substance of the product delivered cannot be more than 5% less than the trial product. Charges for certificate of analysis shall be included in the bid price, whether the analysis is done by a reputable outside laboratory or the Bidder's in-house laboratory if ISO certified. Failure to supply the required certificate of analysis shall be sufficient cause to reject the load. Samples may be collected from any delivery and tested.

Contact Jason Fick at 916-746-1940 for questions regarding this contract.

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

Total Cost of Service: \$ **345,600.00**

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

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

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

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: Boyd Stanley Boyd Stanley Vice-President
SIGNATURE PRINT NAME TITLE

CONTRACTOR: Mark Schlag Mark Schlag Vice-President Finance
SIGNATURE PRINT NAME TITLE
Assistant Secretary

By: _____

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



COUNCIL COMMUNICATION

CC #: 9507
File #: 0800-02

Title: Supervisory Control and Data Acquisition System On-Call Support Services - Service Agreement Renewal
Contact: Steve Bizallion 916-746-1859 sbizallion@roseville.ca.us

Meeting Date: 9/19/2018
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends awarding a service agreement to TESCO Controls, Incorporated for supervisory control and data acquisition (SCADA) system on-call support services for the Water Treatment Plant. The total cost of the TESCO service agreement will not exceed \$45,000.00. Funding is included in the Water Fund through the approved annual Water Operations Budget.

Additionally, staff recommends that City Council approve a resolution authorizing the City Manager to sign the attached service agreement.

BACKGROUND

The City utilizes a supervisory control and data acquisition system (SCADA) to monitor and control the Barton Road Water Treatment Plant, water distribution system, and storm water facilities. Staff requires a contractor to provide on-call emergency maintenance and troubleshooting services to ensure that operation of these facilities is reliably maintained.

In 2017, TESCO satisfactorily completed the design, integration and testing of the new SCADA system. Their intimate knowledge of the new system makes TESCO the firm best able to meet critical schedule requirements of emergencies so that reliable operation of the water treatment plant, water distribution system, and storm water facilities can be maintained.

FISCAL IMPACT

The total cost of the service agreement is \$45,000.00. Funding is included in the Water Fund through the approved annual Water Operations 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 Service Agreement does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Steve Bizallion, Preventative Maintenance Coordinator

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-388

Service Agreement - Signed

RESOLUTION NO. 18-388

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

WHEREAS, a service agreement renewal (No. S1904033) for support services for the Water Treatment Plant Supervisory Control and Data Acquisition (SCADA) System, between City of Roseville and Tesco Controls, Inc. has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said service agreement renewal 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: **S1904033**

SERVICE LOCATION: WATER TREATMENT PLANT
9595 BARTON ROAD
GRANITE BAY, CA 95746

REQ. NO.: RENEWAL DATE: 5/17/18

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

Contractor No.: V05248
Telephone No.: 916-395-8800 Fax:
Email address: aleeth@tescocontrols.com
Contractor: TESCO CONTROLS, INC
ATTN: ALEX LEETH
P.O. BOX 299007
SACRAMENTO, CA 95829

Department: ENVIRONMENTAL UTILITIES

Acct. Code: 08421-5100

Buyer: BECKY PHILIPP
Phone: 916-774-5724

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/1/18	NET 30	6/30/19	Approved by Risk Mgt.	STEVE BIZALLION

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
VENDOR SHALL PROVIDE ON-CALL REMOTE AND/OR ONSITE SUPPORT SERVICE FOR THE WATER TREATMENT PLANT SCADA SYSTEM ON AN AS NEEDED BASIS IN ACCORDANCE WITH THE ATTACHED QUOTE 18D122Q02 DATED 4/17/18.

PLEASE CONTACT STEVE BIZALLION AT 916-746-1859 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: \$ **45,000.00**

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

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

Roseville Business License No.: 00801238 Contractor License No.: _____ DIR Registration No.: 1000011729

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____

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

CORPORATE RESOLUTION

At a regularly scheduled meeting, the Board of Directors of TESCO Controls Inc., it was suggested that the following employees have authority to execute bid documents, customer contracts, and customer purchase orders on behalf of the Corporation:

The following motion was duly made, seconded and carried by unanimous vote:

RESOLVED: TESCO Controls, Inc. hereby authorized the following employees to execute bid documents, customer contracts, and customer purchase orders \$500,000 and below on behalf of the corporation. Any bid documents, customer contracts and customer purchase orders over \$500,000 must also have a second signature of either Shain Thomas or Franklyn L. Masterson.

- Shain Thomas
- Franklyn L. Masterson
- Seth Robinson
- Delven Diaz
- David Kubel

DATED: April 20, 2016


Franklyn L. Masterson
VP of Internal Operations
Secretary of the Corporation
TESCO Controls, Inc.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

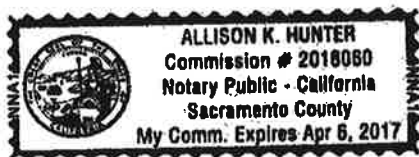
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Sacramento)
 On April 20, 2016 before me, Allison K Hunter, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Franklyn L. Masterson
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal 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: _____

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given thirty (30) days' written notice. City's termination shall be without further liability to City, however Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available

insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

- 10d. Cancellation/Modification. Consultant shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultant's work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and sub consultants.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
- 11. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
- 12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
- 13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
- 14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable

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

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

23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.
24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
25. If the project referenced on this service agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
26. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

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



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

General - Required Coverage/Documentation

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

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

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

Insurance Submission Process

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

How It Works

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

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

To: City of Roseville
Attn: Charles Aycock
Re: City of Roseville
Water Treatment Plant Support Services

Quote Date: 4/17/18
Quote No.: 18D122Q02

Dear Charles:

Thank you for your continued interest in TESCO products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project.

Scope of Work

This proposal is offering a Professional Services Agreement to provide on-call remote and/or onsite support services for the City of Roseville's Barton Water Treatment Plant SCADA system as requested by the City.

Scope of Supply

Item	Qty	Description
1	Lot	Professional Services: ▪ Field Service Engineer – to provide field support and services, including, but not limited to: control system troubleshooting; and communication system services. ▪ SCADA Programmer – to provide SCADA support and services as needed, including, but not limited to: software troubleshooting; support services for system tags, database, telemetry/communications, alarming systems, and graphics support; networking support; programming modifications; and training. ▪ Engineer – to provide engineering and consulting support and services related to control and system engineering. ▪ Materials, travel, expenses, and/or third-party services will be billed separately. Any material required shall be approved by City of Roseville prior to procurement. (per Rate Schedule)
2	Lot	24/7 On-Call Support Monthly Fee ▪ \$1,200/Month ▪ Period of coverage: July 1, 2018 to June 30, 2019 ▪ To be charged monthly until contract expiration (June 30, 2019).
		ON-CALL SUPPORT SERVICE FEE (\$1,200/month): \$14,400.00 CONTRACT ALLOWANCE RETAINER: \$30,600.00 TOTAL SUPPORT CONTRACT: \$45,000.00

The above quotation is based on TESCO's current Standard Rates. The above-mentioned estimate is quoted with a "Not to Exceed" value. The hours rendered for this project will be recorded and only those hours incurred will be billed in addition to the cost of any pre-authorized hardware/material provided. Please note that actual total hours/costs incurred may be less than estimated above at project completion and will be billed accordingly.

Standard Professional Service Rates for Scope of Services

This rate sheet provides pricing for Professional Services offered by Tesco Controls, Inc., including engineering, integration, programming, equipment service, troubleshooting, technical support, and onsite field service representative. These services are available as Professional Services for system assessments, consulting, surveys/studies, engineering, and integration of SCADA/HMI automation systems, process control systems, instrumentation & control systems, information systems, power systems, electrical power and control equipment, networking/telemetry systems.

The following are Tesco's current professional service rates for year **2019**. The rates shown below include the direct hourly rate only and do not include expenses related to business travel, ME&I costs, per diem, or other miscellaneous fees. If needed, please consult with Tesco representative for travel-loaded rates which are evaluated case-by-case upon request.

Professional Services	Service Rate
Administration / Clerical / Printing / Binding	\$95
Engineering Support	\$105
Drafter/Designer	\$125
Engineer/Designer (Electrical, Controls)	\$145
Project Engineer	\$155
Senior Project Engineer	\$170
Project Manager	\$165
Senior Project Manager	\$185
PLC Applications Programmer	\$155
Senior PLC Applications Programmer	\$170
SCADA Applications Programmer	\$155
Senior SCADA Applications Programmer	\$170
Field Service Engineer/Specialist	\$155
Senior Field Service Engineer	\$170
Network/Communications Engineer	\$165
Senior System Architect	\$200

Rendering Services

Upon contracting into an agreement with Tesco Controls, Inc. (i.e. Retainer Agreement, Service Contract, or Professional Services/Consulting Agreement), these indicated rates shall be valid for the agreed contract period. Services rendered will be provided on a Time-and-Material accrual basis; which may be estimated in advance with a specified Task Order and/or defined scope of activity(ies). The hours accrued for rendered services will be recorded and only those incurred hours will be billed against the service/contract agreement in addition to the cost of expenses, travel, per diem, ME&I costs, fees, expenditures, and any preauthorized hardware/material provided. Please refer to the Time-and-Material service provisions and the terms and conditions noted herein.

Service Provisions

Please note the following service provisions:

- Normal working hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. Overtime at one and one-half the standard rate may be required for on-site field services staff outside the normal working hours, including weekends.

- Holiday on-site working hours are billed at two times the standard rates.
- The above on-site rates are billed two-hour minimum and in half-hour increments per activity/mobilization.
- Portal-to-portal travel time is billed at the indicated hourly rate, plus \$0.69 per mile.
- Hardware components are billed at cost plus 20% overhead/procurement expenditures and 15% margin (delivery is subject to manufacturer availability). Sales tax will be applied as appropriate.
- Actual travel expenses (airfare, ground transportation, lodging, meals, etc.) are billed at cost plus 20% overhead/administration.
- Authorized third party services will be billed separately at cost plus 20% overhead/subcontract administration and 15% margin (delivery is subject to service provider availability).

Clarifications

Please note the following clarifications:

- The above listed rates and referenced disciplines are for technical and professional services only, which do not include any trade installation, trade work, or trade labor.

Terms and Conditions

- TESCO carries liability insurance, with full workman's compensation coverage.
- Terms are net 30 days on approved credit accounts.
- Interest will be applied to all past due invoices.
- Site improvements and merchandise sold may be subject to lien laws.

Please feel free to contact us at (916) 395-8800 to discuss any questions or comments you may have regarding this quotation.

Sincerely,

TESCO CONTROLS, INC.

Alex Leeth
Technical Sales
aleeth@tescocontrols.com



COUNCIL COMMUNICATION

CC #: 9517
File #: 0203-12

Title: Police Department Generator Replacement - Notice of Completion
Contact: Charlie Fralick 916-774-5706 cfralick@roseville.ca.us

Meeting Date: 9/19/2018
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Recommend Council accept the Roseville Police Department Generator Replacement Project as complete and adopt a resolution to authorize the Director of Public Works to execute the Notice of Completion.

BACKGROUND

The Roseville Police Department generator was successfully replaced and the building permit has been signed off. The City's Facilities Services Division finished final inspection of the project and found the work to be completed in accordance with the specifications and is now ready for acceptance. No stop payment notices or preliminary notices were filed with the City Clerk during the project. In accordance with the specifications and Faithful Performance bond, the contractor shall guarantee the installation of all improvements for a period of twelve months from the date of Council acceptance.

FISCAL IMPACT

A construction contract for \$224,424.00 was awarded to Cabar Electric. The total amount of change orders occurring throughout the project totaled \$0.00 resulting in a total contract price of \$224,424.00. The project was funded from the Facilities CIP Rehab Projects FY2017 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on the Federal guideline of one job being created for every \$92,000 in government spending, this contract generated 2.5 jobs.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). Adopting a Notice of Completion does not include the potential for a

significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Charlie Fralick, Project Coordinator

Rhon Herndon, Public Works Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-393

Attachment A - NOC and Vicinity Map

RESOLUTION NO. 18-393

ACCEPTING THE PUBLIC WORK KNOWN AS THE ROSEVILLE POLICE DEPARTMENT GENERATOR REPLACEMENT PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

BE IT RESOLVED by the City Council of the City of Roseville as follows:

1. The “Notice of Completion” on file in the City Clerk’s Department relative to that public work known as the Roseville Police Department Generator Replacement Project, has been approved and the public work accepted.
2. The Public Works Director 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 _____, 2018, 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

NOTICE 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 Notice 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

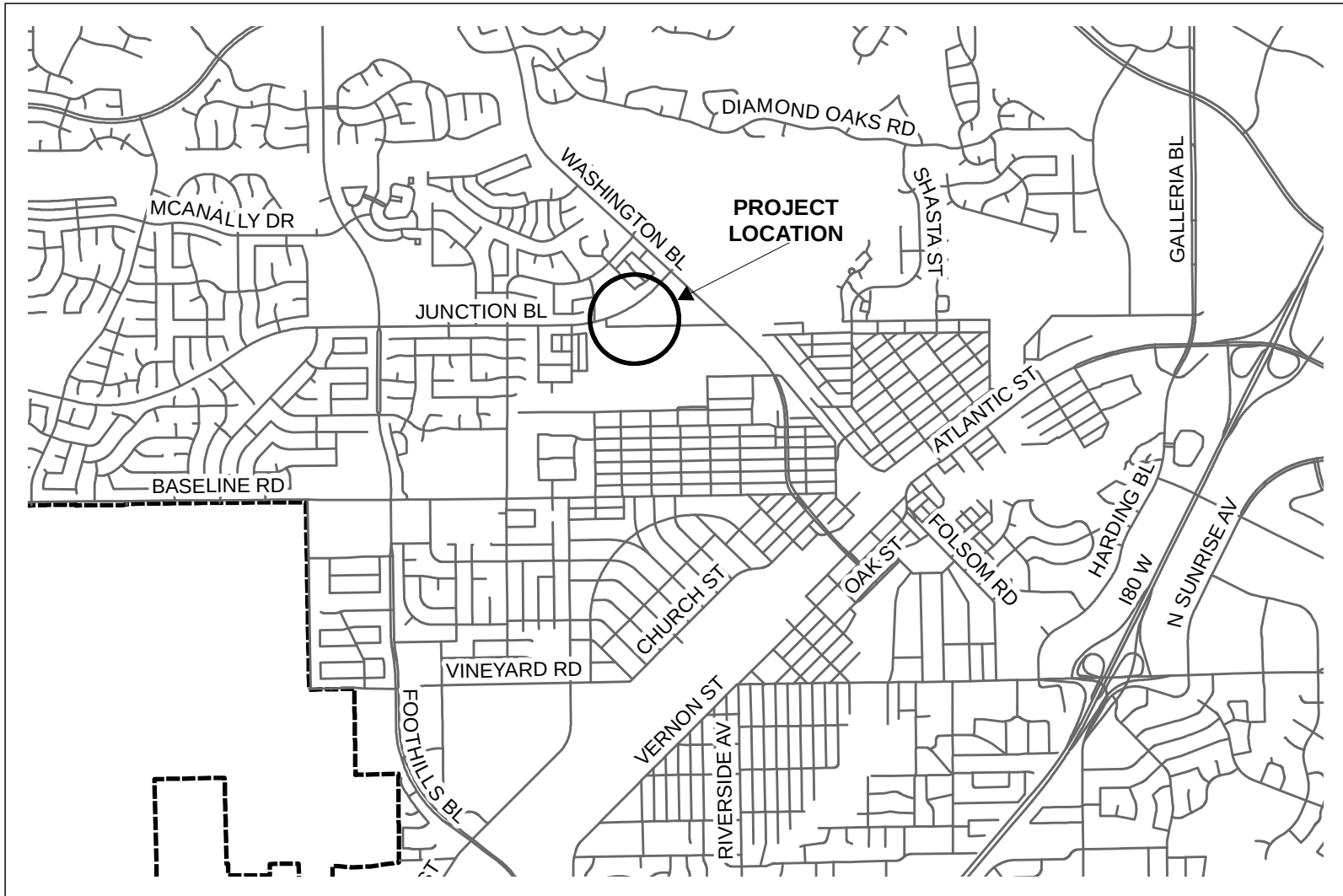
State of California)
County of Placer)

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 - RPD GENERATOR REPLACEMENT PROJECT

ROSEVILLE POLICE DEPARTMENT - 1051 JUNCTION BLVD





COUNCIL COMMUNICATION

CC #: 9522

File #: 0323

Title: Software Interface to Public Safety Computer System - Agreement Amendment

Contact: Claudia Harlan 916-774-5003 charlan@roseville.ca.us

Meeting Date: 9/19/2018

Item #: 7.8.

RECOMMENDATION TO COUNCIL

Adopt a resolution authorizing the City Manager to execute an amendment to the agreement with Tyler Technologies Inc. for a custom software interface enhancement, on behalf of the City.

BACKGROUND

The City has a software licensing agreement with Tyler Technologies Inc. (formerly known as New World Systems), effective November 6, 2014, for the purchase and installation of a public safety computer system, including computer-aided dispatch, police records, fire records, mobile computing and field reporting, related interfaces and services, support and maintenance.

The current system will need set up and configuration for the new hardware platform for Android and Windows devices in order to allow the system to provide electronic citation software access to authorized users. The module will allow officers to scan drivers licenses using their department-issued phones or mobile devices to automatically populate fields, print out citations, and transfer the information into the police records management system. The module can also be used during subject stops and field interviews, to scan drivers license or ID cards and transfer that information along with officer notes about the contact to the records field interview system. The module will also help collect and store demographic information as required by California Assembly Bill 953 (Racial & Identity Profiling Act).

The police department would like to purchase the custom software enhancement, which would be more efficient than the current system of having officers write out paper citations by hand, and having staff key information from the citations into the police records system. By transferring information directly from drivers licenses and other government-issued identification, it will reduce errors and staff time spent on writing and data entry.

FISCAL IMPACT

The custom software modification will cost \$2,500.00 with no recurring fees. The Police Records

budget has sufficient funds for this purchase.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Approval of an amendment to an existing agreement for our public safety computer system does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Shelly Bracco, Administrative Analyst

James Maccoun, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-396

Tyler Technologies Brazos Amendment

RESOLUTION NO. 18-396

APPROVING AN AMENDMENT TO AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TYLER TECHNOLOGIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an amendment to agreement for a custom software interface enhancement to our existing public safety computer system, by and between the City of Roseville and Tyler Technologies, Inc., has been reviewed by the City Council; and

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



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler"), a Delaware corporation with offices at 5519 53rd Street, Lubbock, TX 79414, and Roseville Police Department ("Client") with offices at 1051 Junction Blvd., Roseville, CA 95678-7191.

WHEREAS, Tyler and Client are parties to an agreement effective November 6, 2014 ("Agreement"), under which Client acquired licenses to the software described therein ("Tyler Software") as well as related professional services, and maintenance and support; and

WHEREAS Client desires to amend the Agreement to add the Brazos services listed herein;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree as follows:

1. The fixed price services listed in Exhibit A will be invoiced upon complete delivery of the service.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.

City of Roseville, CA

By: Sherry Clark

By: _____

Name: Sherry Clark

Name: _____

Title: Senior Corporate Attorney

Title: _____

Date: 06/22/2018

Date: _____



Exhibit A
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by Tyler to Client under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

[The remainder of this page is intentionally left blank.]



Sales Quotation For
Roseville Police Department
1051 Junction Blvd
Roseville, CA 95678-7191
Phone: 9167745037

Quoted By: Seth Dinehart
Quote Expiration: 10/23/2018
Quote Name: Roseville Police Department - Brazos Setup &
Configuration for Android & Windows
Quote Number: 2018-48951
Quote Description: Android & Windows Configuration Development

Professional Services

Description	Quantity	Unit Price	Extended Price
Set-Up & Configuration for hardware platform - LAPTOP	1	\$2,500	\$2,500
Set-Up & Configuration for hardware platform - TABLETS	1	\$2,500	\$2,500
TOTAL:			\$2,500

Summary

	One Time Fees	Recurring Fees
Total Tyler Services	\$2,500	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$2,500	\$0
Contract Total	\$2,500	

NOTES:

The Set Up and Configuration for hardware platform – tablets has been discounted 100%.
No travel expenses are required for the above services.



COUNCIL COMMUNICATION

CC #: 9525

File #: 0721

Title: Mobility Management - Professional Services Agreement Amendment

Contact: Eileen Bruggeman 916-774-5449 ebruggeman@roseville.ca.us

Meeting Date: 9/19/2018

Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends that the Council adopt a resolution authorizing the City Manager to execute a second amendment to 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 additional years (one year at a time). With Council approval, this amendment will represent the second 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, or group, providing reports and by following up with trainees. Between September 21, 2017 and June 30, 2018, twenty individuals successfully completed training at a total cost of \$21,174.11. 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, 2019 at a not-to-exceed cost of an additional \$40,032.00. That would bring the total not-to-exceed contract amount to \$117,032.00 covering the time span of September 21, 2016 to September 20, 2019. 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)). An amendment to a professional services agreement 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,

Eileen Bruggeman, Administrative Analyst

Rhon Herndon, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-397

PSA

RESOLUTION NO. 18-397

APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BY AND 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 second 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 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

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: South Placer Regional Mobility Training Program

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and 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, and amended on September 20, 2017 ("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 second option to renew the contract for one additional year.

Therefore, the term of the Agreement is hereby extended to September 20, 2019."

Helen

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
RHON HERNDON
Public Works Director



Consolidated Transportation Services Agency, a local public agency organized as a nonprofit.

RESOLUTION NO. 06-17

AUTHORIZING NEWLY APPOINTED CHIEF EXECUTIVE OFFICER (CEO) TIFFANI M. FINK TO BE THE AUTHORIZED SIGNATORY FOR PARATRANSIT, INC. A PUBLIC AGENCY OPERATING AS A NON-PROFIT 501c3 ORGANIZATION

WHEREAS, the Paratransit, Inc. Board of Directors selected Tiffani M. Fink as the Chief Executive Officer of Paratransit, Inc. at its January 26, 2017 Board meeting; and

WHEREAS, Paratransit, Inc. has local, state, federal, and consulting contracts that require a written binding signature; and

WHEREAS, Paratransit, Inc. has a procurement policy and guidelines established that provide specific requirements for authorization; and

WHEREAS, our financial institutions require a resolution authorizing the CEO to sign required documentation.

NOW, THEREFORE BE IT RESOLVED that the Paratransit, Inc. Board of Directors hereby authorizes Tiffani M. Fink as the Chief Executive Officer to sign and bind all documents related to the operation of Paratransit, Inc.



Scott Leventon, President

4-19-17

Date





COUNCIL COMMUNICATION

CC #: 9519
File #: 0800-02

Title: Designation of City Negotiators with the U.S. Bureau of Reclamation
Contact: Sean Bigley 916-774-5513 sbigley@roseville.ca.us

Meeting Date: 9/19/2018
Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the attached resolution designating Sean Bigley, Acting Water Utility Manager, as the designated primary negotiator, with Richard Plecker, Environmental Utilities Director, as the designated back-up negotiator to engage the U.S. Bureau of Reclamation in upcoming negotiations regarding a potential conversion of the City's Long-Term Water Service Contract to a Repayment Contract under authority granted by Congress under the Water Infrastructure Improvements for the Nation (WIIN) Act, Section 4011.

BACKGROUND

The City of Roseville, working with Placer County Water Agency (PCWA), Sacramento Municipal Utilities District (SMUD) and the Sacramento County Water Agency (SCWA), have been working with the U.S. Bureau of Reclamation to renew each agencies 40 year Long-Term Water Service Contracts (LTWSC).

LTWSC's are the long-term contracts between the U.S. Bureau of Reclamation and water service contractors that set the quantity of water that a contractor may receive from Reclamation's federal facilities, but also the relevant terms under which the contract water is provided. The City of Roseville's primary source of surface water is from Folsom Reservoir, a federal facility that is part of the Central Valley Project (CVP) system in California.

The City of Roseville's last 40 year LTWSC was executed on September 9, 1967 and was in effect from January 1971 through a December 2010 expiration date. Since the 2010 expiration, the City of Roseville has since renewed our Reclamation contract water supplies on a short-term basis with 2-year Interim Renewal Contracts (IRC's).

The City of Roseville continues to work with SMUD, PCWA and SCWA on obtaining a new 40 year long-term water service contract for each agency.

Concurrently, through authority granted by Congress under the Water Infrastructure Improvements for the Nation (WIIN) Act, Section 4011, there is a limited time frame for CVP contractors, like

Roseville, to pursue an alternative contract pathway - a conversion to a Repayment Contract.

Repayment Contracts are generally similar to traditional CVP Long-Term Water Service Contracts, but differ primarily in the term, which is indefinite for a Repayment Contract, instead of a typical 40 year term for a Long-Term Water Service Contract. Additionally the level of environmental analysis will likely be considerably less for a Repayment Contract than a traditional Long-Term Water Service Contract as the action of conversion is seen as non-discretionary – effectively a mandate from Congress. To convert to a Repayment Contract, interested CVP contractors must repay their outstanding construction obligation related to the federal facility they receive water from.

To keep Roseville's options open, staff sent a letter of interest as required by the WIIN Act Section 4011 to the Bureau of Reclamation on May 21, 2018. The Bureau of Reclamation confirmed receipt of Roseville's letter on June 5, 2018.

On August 8, 2018, the Bureau of Reclamation provided a second letter to the City of Roseville, as required by the WIIN Act, confirming that the City of Roseville does not have an outstanding construction obligation for Folsom Reservoir and has, in fact, overpaid, and that the City of Roseville is owed \$365,764.

As such, to proceed with the Repayment Contract conversion under the WIIN Act, the Bureau of Reclamation requires that the City of Roseville send a letter from the City Manager with a City Council Resolution that specifically designates the primary and back-up negotiators for the Repayment Contract conversion negotiations which are expected to commence late 2018 or early 2019.

Therefore, staff recommends that the City Council approve the attached Council Resolution designating Sean Bigley, Acting Water Utility Manager, as the designated negotiator, with Richard Plecker, Environmental Utilities Director, as the designated back-up negotiator to engage the U.S. Bureau of Reclamation in anticipated negotiations regarding a potential conversion of the City's Long-Term Water Service Contract to a Repayment Contract under authority granted under the Water Infrastructure Improvements for the Nation (WIIN) Act, Section 4011.

FISCAL IMPACT

There is no fiscal impact related to this item.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

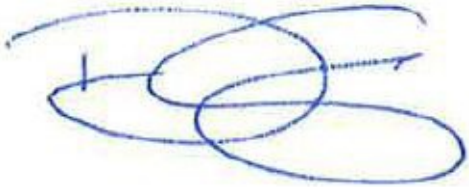
ENVIRONMENTAL REVIEW

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)). Appointing a negotiator on behalf of the City of Roseville does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Sean Bigley, Acting Water Utility Manager

Richard Plecker, Environmental Utilities Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-394

RESOLUTION NO. 18-394

DESIGNATING A PRIMARY NEGOTIATOR AND BACK-UP NEGOTIATOR FOR
NEGOTIATIONS WITH THE U.S. BUREAU OF RECLAMATION REGARDING
POTENTIAL CONVERSION OF THE CITY OF ROSEVILLE'S LONG TERM WATER
SERVICE CONTRACT TO A REPAYMENT CONTRACT

WHEREAS, the City of Roseville, working with Placer County Water Agency (PCWA), Sacramento Municipal Utilities District (SMUD) and the Sacramento County Water Agency (SCWA), have been working with the U.S. Bureau of Reclamation to renew each agencies 40 year Long-Term Water Service Contracts (LTWSC); and

WHEREAS, the City of Roseville's last 40 year LTWSC was executed on September 9, 1967 and was in effect from January 1971 through a December 2010 expiration date. Since the 2010 expiration, the City of Roseville has since renewed our Reclamation contract water supplies on a short-term basis with 2-year Interim Renewal Contracts (IRC's); and

WHEREAS, through authority granted by Congress under the Water Infrastructure Improvements for the Nation (WIIN) Act, Section 4011, there is a limited time frame for CVP contractors, like Roseville, to pursue an alternative contract pathway - a conversion to a Repayment Contract; and

WHEREAS, to proceed with the Repayment Contract conversion under the WIIN Act, the Bureau of Reclamation requires that the City of Roseville send a letter from the City Manager with a City Council Resolution that specifically designates the primary and back-up negotiators for the Repayment Contract conversion negotiations which are expected to commence late 2018 or early 2019; and

WHEREAS, staff recommends that the City Council approve designating Sean Bigley, Acting Water Utility Manager, as the designated negotiator, with Richard Plecker, Environmental Utilities Director, as the designated back-up negotiator to engage the U.S. Bureau of Reclamation in anticipated negotiations regarding a potential conversion of the City's Long-Term Water Service Contract to a Repayment Contract.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that Sean Bigley, Acting Water Utility Manager, is hereby appointed as the designated negotiator, with Richard Plecker, Environmental Utilities Director, as the designated back-up negotiator to engage the U.S. Bureau of Reclamation in anticipated negotiations regarding a potential conversion of the City's Long-Term Water Service Contract to a Repayment Contract.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 9526

File #: 0400-04-09-1 & 1004-02

Title: Termination of the In Fee Offer of Dedication of Lot 12 as a Public Park - Westpark Village Center
Contact: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 9/19/2018

Item #: 7.11.

RECOMMENDATION TO COUNCIL

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

1. Approve the Quitclaim Deed and authorize the City Manager to execute the deed, the escrow instructions and any other documents required to effectuate the termination of the irrevocable offer of dedication.
2. Adopt the Resolution formally terminating the in fee irrevocable offer of dedication of Lot 12 as a public park.
3. Authorize the City Clerk or her designee to record the Quitclaim Deed and the Resolution at the Recorder's Office of Placer County.

BACKGROUND

On October 6, 2004, the City Council approved the Westpark - Phase 1 Large Lot final map and it was subsequently recorded at the County Recorder's office on October 21, 2004. On the final map, Lot 12 was irrevocably offered in fee to the City as a public park and the City rejected the offer, but reserved the right to accept it at a later date. Under the Subdivision Map Act, offers of dedication rejected by a legislative body remain open and can be accepted by resolution at a later date.

On September 20, 2017, the City Council approved the Westpark - Phase 1 Village Center parcel map and it was subsequently recorded at the County Recorder's office on October 11, 2017. The parcel map merged and re-subdivided Lots 10, 12 (public park) and Lot 13 of the Westpark - Phase 1 Large Lot final map into four development parcels (Parcels 1, 2, 3 & 4) and one public park (Parcel A). Although the parcel map reconfigured the boundary of Lot 12 and replaced it with Parcel A (see attached exhibit map), it failed to terminate the original offer of dedication of Lot 12 as a public park. This omission is clouding the title for Parcels 1 & 2 of

the parcel map because the offer of dedication is tied to the original boundary configuration of Lot 12, parts of which are now incorporated into the boundaries of Parcels 1 & 2. To remove the cloud on title, the landowner's title company is requesting that the City dissolve its interest in the offer of dedication by approving a Quitclaim Deed relinquishing any interest in Lot 12 and adopting a Resolution to formally terminate the offer. To complete the process, the Quitclaim Deed and Resolution must also be recorded at the County Recorder's office.

These actions will not prejudice the City in any way. The City received an irrevocable offer of dedication for the newly reconfigured park site (Parcel A) located in the Westpark Village Center and the Grant Deed transferring Parcel A to the City in fee has been received and will be recorded shortly. These actions merely remove the cloud on title created by failure to have terminated the previous irrevocable offer of dedication for Lot 12.

FISCAL IMPACT

No fiscal impact to the City's General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). Approving the termination of the in fee irrevocable offer of dedication and executing a quitclaim deed do not include the potential for a significant environmental effect, and therefore are not subject to CEQA.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Acting Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-396

Quitclaim Deed

Escrow Instructions

Exhibit Map

RESOLUTION NO. 18-398

APPROVING THE TERMINATION OF THE IN FEE IRREVOCABLE OFFER OF DEDICATION OF LOT 12 OF WESTPARK - PHASE 1 LARGE LOT FINAL MAP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED AND ANY OTHER DOCUMENTS REQUIRED TO EFFECTUATE THE TERMINATION OF THE IRREVOCABLE OFFER OF DEDICATION

WHEREAS, on October 6, 2004, the City Council approved the Westpark - Phase 1 Large Lot final map and it was subsequently recorded at the County Recorder's office on October 21, 2004; and

WHEREAS, on the final map, Lot 12 was irrevocably offered in fee to the City as a public park and the City rejected the offer, but reserved the right to accept it at a later date; and

WHEREAS, on September 20, 2017, the City Council approved the Westpark - Phase 1 Village Center parcel map and it was subsequently recorded at the County Recorder's office on October 11, 2017; and

WHEREAS, the parcel map merged and re-subdivided Lots 10, 12 (public park) and Lot 13 of the Westpark - Phase 1 Large Lot final map into four development parcels (Parcels 1, 2, 3 & 4) and one public park (Parcel A); and

WHEREAS, although the parcel map reconfigured the boundary of Lot 12 and replaced it with Parcel A, it failed to terminate the original offer of dedication of Lot 12 as a public park and this omission is clouding the title for Parcels 1 & 2 of the parcel map because the offer of dedication is tied to the original boundary configuration of Lot 12, parts of which are now incorporated into the boundaries of Parcels 1 & 2; and

WHEREAS, to remove the cloud on title, the landowner's title company is requesting that the City dissolve its interest in the offer of dedication by approving a Quitclaim Deed relinquishing any interest in Lot 12 and adopting a Resolution to formally terminate the offer; and

WHEREAS, to complete the process, the Quitclaim Deed and Resolution must also be recorded at the County Recorder's office.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the termination of the in fee irrevocable offer of dedication of Lot 12 of Westpark - Phase 1 Large Lot Final Map is hereby approved, and the City Manager is hereby authorized to execute a quitclaim deed and any other documents required to effectuate the termination of the irrevocable offer of dedication.

BE IT FURTHER RESOLVED that the City Clerk or her designee is directed to record the Quitclaim Deed and the Resolution at the Recorder's Office of Placer County.

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:
Fidelity National Title Company

**When Recorded Mail Document
and Tax Statement To:**
Oakmont of Westpark LLC
9240 Old Redwood Highway, Suite 200
Windsor, CA 95492

Title No.: FSSE-FTO1701696

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Escrow Order No.: FSNX-7051701846LS

Property Address: Parcel 1 Westpark Village
Center,
Roseville, CA
APN/Parcel ID(s): 490-400-001

QUITCLAIM DEED

The undersigned grantor(s) declare(s)

- ☒ This transfer is exempt from the documentary transfer tax.
 "The grantee is the United States or an agency or instrumentality thereof, a state or territory, or political subdivision thereof, R & T 11922."
- ☐ The documentary transfer tax is \$0.00 and is computed on:
- ☐ the full value of the interest or property conveyed.
 - ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
- The property is located in ☒ the **City of Roseville**.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, The City of Roseville,

hereby remises, releases and quitclaims to Oakmont of Westpark LLC, a California limited liability company

the following described real property in the City of Roseville, County of Placer, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

IT IS THE INTENT OF THE GRANTOR HEREIN TO RELINQUISH ANY INTEREST THEY MAY HAVE IN THE SUBJECT PROPERTY PURSUANT TO IRREVOCABLE OFFER OF DEDICATION IN FEE SHOWN IN PARAGRAPH (G) OF THE OWNER'S STATEMENT OF THE MAP ENTITLED "PLAT OF WESTPARK ~ PHASE 1 LARGE LOT SUBDIVISION" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA OCTOBER 21, 2004 IN BOOK AA OF MAPS, AT PAGE 4.

MAIL TAX STATEMENTS AS DIRECTED ABOVE

QUITCLAIM DEED
(continued)

APN/Parcel ID(s): 490-400-001

Dated: 12/28/17

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

The City of Roseville

By: _____

Name: _____

Title: _____

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

State of _____

County of _____

On _____ before me, _____, Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

(Seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT A

Order No.: FSNX-7051701846
Title No.: FSSE-FTO1701696

For APN/Parcel ID(s): **490-400-001**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 1, as shown and designated on the Parcel Map entitled "Westpark - Phase 1, Village Center", filed October 11, 2017 in Book 35 of Parcel Maps at Page 138, Placer County Records.

**WITHOUT COLLECTION
ESCROW INSTRUCTIONS**

Linda Silva, Escrow Officer
Fidelity National Title Company
1101 College Avenue, Ste. 100
Santa Rosa, CA 95404
Phone: (707)541-0300 Fax: (707)541-7300

Date: August 29, 2018
Title No.: FSSE-FTO1701696
Escrow No.: FSNX-7051701846-LS
Property: Parcel 1 Westpark Village Center
Roseville, CA

I/We herewith hand you a Quit Claim Deed executed by:

The City of Roseville to:

Oakmont of Westpark LLC, a California limited liability company

covering the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

which you are authorized to use and record pursuant to the instructions of:

Oakmont of West Park LLC, a California limited liability company

without collection for my account, as I have received full consideration therefore outside of escrow.

If the above is a deed, you are to cause to be paid Documentary Transfer Tax stamps in the sum of \$0.00 at the expense of: Exempt From Transfer Tax.

THESE INSTRUCTIONS ARE EFFECTIVE UPON EXECUTION AND SHALL REMAIN IN FULL FORCE AND EFFECT UNLESS WRITTEN INSTRUCTIONS ARE RECEIVED BY ESCROW HOLDER PRIOR TO THE CLOSE OF ESCROW FROM THE UNDERSIGNED WHICH MODIFIES THE TERMS AND CONDITIONS OUTLINED HEREIN.

END OF INSTRUCTIONS

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

GRANTOR(S):

The City of Roseville

By: _____

Name: _____

Title: _____

GRANTEE(S):

Oakmont of Westpark LLC
a California limited liability company

By: _____

William P. Gallaher, Manager

Date

EXHIBIT A

Order No.: FSNX-7051701846
Title No.: FSSE-FTO1701696

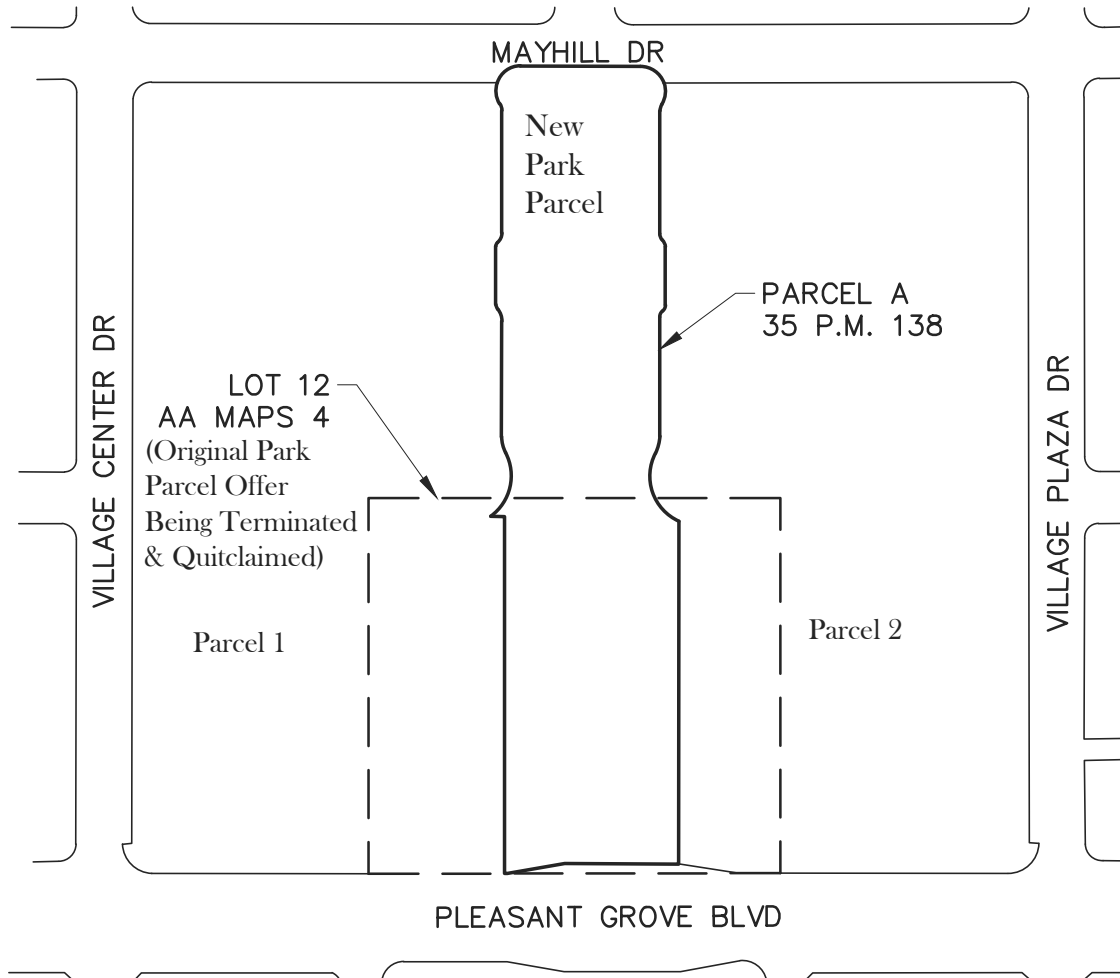
For APN/Parcel ID(s): 490-400-001

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

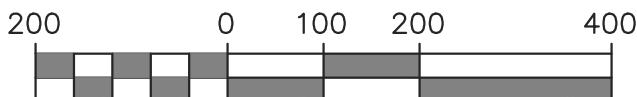
Parcel 1, as shown and designated on the Parcel Map entitled "Westpark - Phase 1, Village Center", filed October 11, 2017 in Book 35 of Parcel Maps at Page 138, Placer County Records.



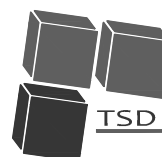
EXHIBIT
LOT 12 I.O.D. VACATION
ROSEVILLE, CA



scale: 1"=200'



9/6/2018



TSD ENGINEERING, INC.
expect more.

785 Orchard Dr, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701



COUNCIL COMMUNICATION

CC #: 9506
File #: 0109-02

Title: Street Closure Request - Family Fun Night - October 25, 2018
Contact: Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

Meeting Date: 9/19/2018
Item #: 7.12.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution approving an Agreement for Special Event and Temporary Street Closure with the Downtown Roseville Merchants Association (DRM) and authorizing the City Manager or his designee to execute it. Additionally, approve the following street closures from 2:30 p.m. to 9:00 p.m. on Thursday, October 25, 2018 for the Family Fun Night event.

- Vernon Street between Lincoln Street and Taylor Street.
- S. Grant Street between Oak Street and Atlantic Street.
- The option to close the ground level of the parking garage at 405 Vernon Street, only as necessary in the event of inclement weather.

BACKGROUND

The DRM is requesting street closures to host their fifteenth annual Family Fun Night, an alternative Halloween celebration, in the downtown area.

This event is anticipated to attract up to 5,000 participants and spectators. The focus of the event is to provide a safe, fun, family-oriented evening in the Roseville area and to give people an opportunity to experience the shops and services provided in the downtown. The event runs from 4:00 p.m. – 8:00 p.m. and features live music, performances, food trucks, a haunted house, a costume contest and more.

For the second year the DRM will be hosting a Zombie Walk along Vernon Street on Friday, October 26th. This event is in addition to Family Fun Night on Thursday. (A Zombie Walk is an event where participants are invited to walk up and down Vernon Street, on the sidewalks, dressed as zombies.) Both adults and children may participate and will be required to obey traffic and crosswalk laws. In addition to obeying the traffic and crosswalk laws, zombies are not permitted to touch or engage passers-by and must be respectful of others. The event will begin in the Vernon Street Town Square (VSTS). The VSTS will also host vendors and activities on both Thursday and Friday evenings. Because participants will be gathering in the VSTS and then walk on the

sidewalks, street closures are not necessary on Friday.

Due to the potential for rain at this time of year, the DRM have requested use of the first floor of the parking garage at 405 Vernon Street, only in the event of inclement weather, on Thursday, October 25th and Friday, October 26th for vendors and activities. Should this secondary plan be put in place, several parking spaces around the Civic Center and throughout the Vernon Street parking garage will be reclassified as ADA parking.

Business and property owners will continue to be notified of street closures in the downtown Roseville area through the monthly Traffic Alert e-newsletter. Staff has also submitted a Downtown Street Closure Notification letter to designated representatives of the Downtown Roseville Merchants, Downtown Roseville Partnership and Roseville Community Development Corporation for feedback.

In addition, street closure information will be posted to the City of Roseville website.

FISCAL IMPACT

As a program partner with the DRM, the City is waiving the security deposit. The final costs for the event is \$798.00 and will be fully reimbursed by the DRM.

ECONOMIC DEVELOPMENT / JOBS CREATED

Exposure could potentially have a positive impact to the business in the downtown area, and supports the Council goal of having a vibrant downtown.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Jeff Nereson, Recreation Superintendent

Dion Louthan, Park, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-387

Family Fun Night Agreement

RESOLUTION NO. 18-387

APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND
DOWNTOWN ROSEVILLE MERCHANTS, INC., AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Special Event and Temporary Street Closure regarding the Family Fun Night event, between the City of Roseville and Downtown Roseville Merchants, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR SPECIAL EVENT AND
TEMPORARY STREET CLOSURE

Event: Family Fun Night

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Downtown Roseville Merchants, Inc., a California nonprofit corporation ("PROMOTER"); and

W I T N E S S E T H:

WHEREAS, PROMOTER has requested the closure of certain public streets for the Family Fun Night ("Event") to be held on Thursday, October 25, 2018; and

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

NOW, THEREFORE, the parties agree as follows:

1. PROMOTER shall comply with all applicable provisions of the Roseville Municipal Code.
2. The following streets may be closed to traffic between 2:30 p.m.; and 9:00 p.m. on Thursday, October 25, 2018:
 - a. Vernon Street, between Lincoln Street and Taylor Street; and
 - b. South Grant Street, between Oak Street and Atlantic Street.

3. In the event of inclement weather, PROMOTER may utilize the bottom floor of the Vernon Street parking garage, with access from Oak Street. The Vernon Street exit shall be closed to vehicular traffic.

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

5. All debris, booths, exhibits, or other materials resulting from the Event shall be completely removed and all streets and alleyways shall be reopened to traffic by 9:00 p.m. on the date of the Event.

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

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

PROMOTER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The

defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

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

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

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

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

13. PROMOTER shall obtain security services for the Event. In the event PROMOTER desires to retain Roseville Police Officers (instead of a private security provider) for provision of security for the Event, PROMOTER shall, prior to the Event, enter into a Supplemental Law Enforcement Services Agreement with CITY.

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

CITY OF ROSEVILLE, a
municipal corporation

DOWNTOWN ROSEVILLE
MERCHANTS, INC.,
a California nonprofit corporation

BY: _____
DOMINICK CASEY
Acting City Manager

BY:
its: PRESIDENT

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY:
its: SECRETARY

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:
DION LOUTHAN
Parks, Recreation & Libraries Director



COUNCIL COMMUNICATION

CC #: 9513

File #: 0200

Title: Internal Service Fund Rate Studies – Professional Services Agreement

Contact: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us

Meeting Date: 9/19/2018

Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a professional services agreement by and between the City of Roseville and ClearSource Financial Consulting, for Internal Service Fund (ISF) rate studies.

BACKGROUND

The City currently has ISFs to account for services in the following areas: Fleet, Facilities, Equipment Replacement, and Information Technology. These funds are used by the City to account for the financing of goods and services provided by one department to other departments on a cost-reimbursement basis. The benefits of ISFs include more accurate accounting of the full cost of providing a service, a better understanding of the full cost of running a department, more efficient use of resources, and better planning for capital acquisitions.

Staff recommends that the City enter into an agreement with ClearSource Financial Consulting to conduct a review of the current underlying financial plan for the ISFs, generate proposals for revised rate structures, and document the justification of ISF charges. These services will include an initial review during Fiscal Year (FY) 2018-19 for the FY2019-20 budget and two subsequent reviews for the FY2020-21 and FY2021-22 budgets. Bids were requested and ClearSource was selected based on their specialized knowledge of the City's fiscal policies and procedures and their technical expertise with these types of studies.

FISCAL IMPACT

The recommended professional services agreement includes annual not-to-exceed amounts of \$35,400.00 in FY2018-19, \$26,400.00 in FY2019-20, and \$26,400.00 in FY2020-21. The Finance Department's FY2018-19 approved budget includes adequate funding for the recommended agreement. No additional General Funds are required. Funding for future years will be provided through the City's annual budget process and is subject to City Council approval.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval of this resolution will not create any jobs for the City.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). An agreement for internal service fund rates studies does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Scott Pettingell, Budget Manager

Dennis Kauffman, Finance Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-391

PSA Internal Service Fund Rate Studies

RESOLUTION NO. 18-391

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE
CITY OF ROSEVILLE AND CLEARSOURCE FINANCIAL CONSULTING, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for Internal Service Fund (ISF) rate studies, by and between the City of Roseville and ClearSource Financial Consulting, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Internal Service Fund Rate Studies

THIS AGREEMENT is made and entered into this ____ day of _____, 20 __,
by and between the City of Roseville, a municipal corporation ("CITY"), and ClearSource
Financial Consulting, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of internal service fund rate studies for fleet maintenance, facilities maintenance, equipment replacement, and Information Technology; and

WHEREAS, CONSULTANT has prepared a proposal dated June 1, 2018, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed eighty eight thousand, two hundred dollars (\$88,200.00).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

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

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

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

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum

insurance coverage requirements and limits shall be available to the additional insureds.

Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

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

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

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

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

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed

hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

8. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

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

10. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

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

12. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any

company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this

Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

16. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

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

CITY OF ROSEVILLE

Dennis Kauffman
Finance Director
311 Vernon Street
Roseville, CA 95678

CONSULTANT

ClearSource Financial Consulting
Terry Madsen, Principal Consultant
7960 B Soquel Drive, #363
Aptos, CA 95003

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

CLEARSOURCE FINANCIAL
CONSULTING, a California
corporation

BY: _____
DOMINICK CASEY
City Manager

BY: Ty Madsen
its: President

And

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

BY:
its:


Secretary

BY: _____

SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____


DENNIS KAUFFMAN
Finance Director

EXHIBIT “A”

June 1, 2018

CITY OF ROSEVILLE

Attention: Dennis Kauffman, Finance Director
311 Vernon Street
Roseville, California 95678
Via Email: dkauffman@roseville.ca.us

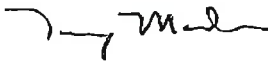
Proposal for an Internal Service Fund Rate Studies

Dear Dennis:

Thank you for the opportunity once again to provide cost of service analysis and cost recovery consulting for the City of Roseville. Considering our long resume with the City and with other California communities, ClearSource is well-qualified, available, and equipped to complete the scope of work envisioned. We trust that our prior work with the City reinforces that we bring an **open mind for change** and exhibit the **energy to do the heavy lifting it takes for a fresh look** on cost allocation, charges for service, and related financial performance.

I am the President of ClearSource Financial Consulting, authorized to negotiate and bind ClearSource contractually. My signature obligates ClearSource to the terms of this proposal and confirms that this proposal shall remain valid for a period of 90 calendar days from the date of this submittal.

Sincerely,



TERRY MADSEN, PRESIDENT | CLEARSOURCE FINANCIAL CONSULTING

COMPANY NAME: ClearSource Financial Consulting
CONTACT NAME: Terry Madsen, President and Principal Consultant
PHONE NUMBER: 831.288.0608
MAILING ADDRESS: 7960 B Soquel Drive, Suite 363, Aptos, CA 95003
EMAIL ADDRESS: tmadsen@clearsourcefinancial.com
WEB: www.clearsourcefinancial.com

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ABOUT THE PROJECT

Project Objectives

The City of Roseville contemplates initiating **Internal Service Fund (ISF) Rate Studies** for the following service areas:

- **Fleet Maintenance**
- **Facilities Maintenance**
- **Equipment Replacement**
- **Information Technology**

ClearSource understands the purpose of this type of project is to accomplish the following objectives:

- Establish an **underlying financial plan** for the internal service funds, which are expected to be self-sufficient programs, covering the totality of their needs through internal charges for service and any other discrete funding sources.
- Generate a **reasonable structure of cost recovery** for each internal service fund, focused on resulting charges for service from the City's internal departments/funds who use the services.
- Document the **justification of ISF charges** to support the downstream application of those charges by the City's departments/programs in their assorted revenue streams, particularly, revenue streams with specific requirements to link to cost of service principles.

The City expects to engage consulting services on this topic over a **three-year period**:

- Initial Study Year: 2018
- Update Year: 2019
- Update Year: 2020

Prevailing Conditions

Internal service fund management is included in an overall Roseville City Council goal of "Fiscal Soundness." Substantial efforts have been made in recent budget cycles to adequately fund identified needs across assorted service areas. The City has specifically deployed the use of internal service funds to accurately report the true cost of its direct operating services across all programs, including those budgeted in the General Fund. Efforts to portray fully funded ISFs are expected to continue.

This effort increases the engagement of leadership in direct service departments and requires a greater degree of accountability for decisions on charging and/or apportioning costs, in addition to determining service levels and prioritization of initiatives. As such, internal service fund management and the City's Finance personnel have enacted efforts to engage impacted internal stakeholders and respond to feedback in the ongoing budget development and charge structures.

FACILITIES AND EQUIPMENT

ClearSource understands that while a total need for public facilities and equipment can be identified, current Citywide resources have and are projected to remain inadequate in fully funding identified rehabilitation and replacement. In fact, the adopted budget for Fiscal Year 2017-2018 addressed this upfront in its goals messaging:

"After several years of deferring maintenance on City-owned buildings and recreation facilities, the needs are becoming more critical and will be a priority when new expenses are considered."

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For example, the City has identified an annual funding need of \$3.5 million but expects capacity of its available revenue streams to meet less than one-third of that. ClearSource expects this topic to color much of our work in these service areas.

While Equipment internal services encompasses the single General Replacement Fund, Facilities encompasses two funds: Rehabilitation and Services. In the latter operational component, when combined with Citywide indirect services, Facilities Services anticipated nearly \$4.2 million in costs of providing building maintenance and custodial activities.

INFORMATION TECHNOLOGY

Information Technology maintains a sophisticated model and multi-layered method for apportioning functional costs of services to its internal users and beneficiaries. ClearSource understands that these methods face regular scrutiny internally, and issues such as avoiding economic incentives to use (or not use) its services contrary to City goals is an ongoing attention point.

Information Technology Operations is comprised of the following direct services, which each possess a range of specifically

differentiated services within them in the program's current allocation and rate methods:

- ➔ Strategic Plan/Digital Communication
- ➔ Network Infrastructure
- ➔ Client Services
- ➔ Business Solutions
- ➔ Enterprise Solutions
- ➔ GIS Analytics
- ➔ Database and Cloud

Including indirect charges to the fund, Information Technology Operations was expected to total nearly \$9.1 million in Fiscal Year 2017-2018. Information Technology also includes a Replacement Fund, which anticipated a \$775,000 rehabilitation project in Fiscal Year 2017-2018.

FLEET MAINTENANCE

The Automotive Services and Automotive Replacement Funds encompass the City's fleet internal services. Expected replacements in Fiscal Year 2017-2018 totaled nearly \$4.4 million, while maintenance alone was anticipated at \$6.8 million, in addition to other expenditures.

WORK PLAN

INTERNAL SERVICE FUND RATE STUDY

ClearSource presents the following step-by-step work plan to complete the Internal Service Fund Rate Studies envisioned by the City of Roseville. Notations are made where work plan tasks materially change in subsequent years of study.

Task 1 | Study Orientation

The purpose of this task is to generate common understanding of objectives, known issues that must be addressed by study end, participant roles, expected procedural requirements, schedule and pre-established dates, and data

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collection and development procedures. This task also includes an upfront effort to examine prevailing rates, structure, and administration for known issues and to discuss initial and potential modifications to structures and practices.

TASK 1.1 | ONSITE PROJECT KICK-OFF

Consultants will prepare for, attend, and facilitate one onsite event with City personnel to initiate the project. Events may be combined or separated into a series of meetings with involved internal participants/stakeholders.

TASK 1.2 | ASSESSMENT OF PREVAILING RATES

Prior to project kick-off, ClearSource will evaluate prevailing rate/charge structures across the participating funds. Assessment will include subjective effectiveness of current structures, in such terms as effective cost recovery, perceived equity among different users, alignment of any differentiation in rate categories with the manner in which work is performed currently, feasibility and accuracy of billing within current technology or practices, and other considerations.

TASK 1.3 | INITIAL RATE STRUCTURE REMODELING

After project kick-off, ClearSource will draft an initial or targeted rate structure for each fund, with categories and proposed charge bases only (not values), stemming from initial conversations, proposed solutions based on industry standards or internal influences, or initial concepts suggested by ClearSource. This initial rate structure will be used as the basis for developing critical data inputs in Task 2; however, it does not have to represent the final structure of rates and charges, as quantitative analysis in Tasks 2 and 3 will also inform recommended cost recovery structures.

It is important for us to state that discussion of rate remodeling is intended to indicate our willingness to enact substantive change, should the City desire it. Unless our cost of service results indicate an absolute requirement that structures be altered, we are also amenable to continuance of prevailing practices, modified to current costs of service and other influences. In short, we are flexible to conditions on the ground once we arrive.

Finally, it is expected in analysis updates in Years Two and Three of this project that effort under Task 1.3 will be significantly diminished if not eliminated as the outcomes of the initial year are likely sustained with rare exception.

Task 2 | Data Analysis

The purpose of this task is to develop the necessary foundation for subsequent quantitative analysis. We will focus much of our initial work to develop the body of data that will inform every downstream element of the project.

TASK 2.1 | GATHER, ANALYZE, AND DEVELOP FINANCIAL DATA

Consultants will access detailed budget data from City staff and publicly available resources to describe:

- **Revenues:** This encompasses incoming revenues to each internal service fund by type (ISF charge or other) and source (i.e., other organizational department/fund or external source). A multi-year history of this revenue profile will be preferable if annual revenues vary from year to year.
- **Operating Costs:** Line-item expenditures will be examined from the currently adopted budget. Additional examination of periodic expenses will be researched. Fee

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schedules for any contracted personnel/services will be acquired and interpreted. Internal charges or estimation for central services and/or general governmental overhead will be included. Loan repayments and contributions to other activities will be examined.

- ➔ **Capital Expenditures:** Planned investments, both regularly occurring and specific projects will be acquired. Much of this work focuses on asset management or life-cycle analysis for replacement of existing inventories.
- ➔ **Fund Performance:** Cash balances in each internal service fund will be identified and established fiscal policies on management of those balances will be identified.
- ➔ **Reserve Requirements:** Any existing policies or practices associated with the planned accumulation and expenditure of dedicated reserves in applicable internal service funds will be identified.

TASK 2.2 | ACQUIRE AND ANALYZE VOLUMETRIC STATISTICS FOR SERVICES

Consultants will gather from internal service fund personnel any existing data sets that will inform workload/activity/use levels for the functional services under review in each ISF. This includes data such as

- ➔ Inventories of materials and assets maintained, such as different types of equipment, vehicles, hardware, etc.
- ➔ Utilization of services and space, such as work orders, hours, tracked usage, billed activity, occupation of facilities, etc.
- ➔ Previously negotiated shares and relevant past practices or behaviors.

- ➔ Other direct or indirect metrics that might measure benefit (preferable) or proportionality (acceptable), such as personnel counts, budget size, etc.

Acquisition of statistical information from City databases will likely be requested throughout the study as issues for further analysis arise.

Task 3 | Revenue Requirement Forecast

The purpose of this task is to develop the financial plan that serves as the foundation for cost of service and cost recovery requirements for each fully self-supported internal service fund. It will produce a multi-year forecast – 5 to 10 years – of fund needs and estimated performance.

TASK 3.1 | OPERATING FORECAST

ClearSource will prepare a forecast of operating revenues and expenses in each fund, built from prevailing levels (e.g., adopted budget) and forecasted by applying industry inflation metrics and/or City-specific historical patterns and known schedules. Attention will also be paid to expenses that do not follow a yearly spending pattern. This will yield total annual recurring expenses and corresponding annual revenues in each year of the forecast.

TASK 3.2 | CAPITAL FORECAST

ClearSource will prepare a forecast of capital revenues and expenses in each fund, built from established plans of each internal service fund and/or historical activity. Capital investments encompass ongoing, annual levels of rehabilitation and/or replacement of assets, as well as specifically identified projects (e.g., major replacements or widely applied improvements). Revenues encompass sources outside of the ISF rate structure, where

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applicable (e.g., grants, external cost-sharing, special fees, or negotiations) and capital replacement components embedded in the ISF rate structure itself for long-term asset management. This forecast will yield annual burdens to the fund in each year of the total financial plan.

TASK 3.3 | FUND PERFORMANCE FORECAST

ClearSource will model yearly cash flow in each internal service fund, identifying

- ➔ Beginning cash balances.
- ➔ All inflows and outflows stemming from the forecasts.
- ➔ Ending cash balances.
- ➔ Attainment of established or recommended fiscal policies.
- ➔ Health of dedicated reserves for both operations and capital requirements.

TASK 3.4 | RESERVE FUNDING ANALYSIS

Stemming from the fund performance forecast, ClearSource will develop a reserve funding target to level annual burdens demonstrated. This identifies a component of the overall rate burden intended to accumulate cash balance in the fund in advance of peaks in spending, typically caused by any noteworthy periodic operating expenses or, more often, by specific capital investments anticipated in certain years of the forecast or over longer-term life cycles of major assets, such as facilities or core infrastructure. Reserve components in rates provide an ongoing revenue source for long-term asset management and yield a more stable, predictable charge for service from year to year for users of each internal service fund.

TASK 3.6 | RATE REVENUE REQUIREMENT DETERMINATION

Accounting for the findings of each previous forecast, ClearSource will identify deficiencies in fund performance when compared to total needs. Consultants will then establish the annual revenue requirement for each internal service fund in each year of the financial plan. Non-rate revenue sources will be deducted, and the final total basis for cost recovery from internal service charges (rates) will be identified for use in Task 4.

It is expected this component will be subject to iteration, as in certain funds, the total revenue requirement may produce a result that is immediately infeasible under current City revenue streams. A strategic phase-in to total funding over time may need to be developed; therefore, clear decisions in the underlying financial plan should be made to accommodate lesser funding capacity in a phased approach.

Task 4 | Rate Development

The purpose of this task is to develop the structure and values encompassing a rate or charge structure for each internal service fund, as the means for cost recovery from participating departments/funds. Values determined in this analysis represent the maximum cost recovery amount by user. While the City may make alternate cost recovery decisions beneath that ceiling if maximum results prove infeasible, the underlying financial plan in Task 3 should be modified so rate outcomes in Task 4 are linked to a reasonable plan that can support self-sufficient ISFs.

It is expected in analysis updates in Years Two and Three of this project, effort under this task will be diminished as decisions regarding selected allocation factors will likely be

CONSULTING SERVICES

sustained with rare exception, necessitating only an update to underlying data sets.

TASK 4.1 | FUNCTIONAL ALLOCATION OF FUND REQUIREMENTS

Stemming from structural decisions made in Task 1.3, as well as the overall composition of fund expenditures developed throughout Task 3, ClearSource will allocate the line-item revenue requirement to core functions of service in each internal service fund. The purpose of this functional allocation is to acknowledge the multi-faceted nature of services provided by each ISF: that users demand or benefit from each sub-function to a different proportion from another sub-function. An example of this is readily apparent in the City's existing Information Technology methodology, where dozens of functions are identified and assigned unique allocation methods.

The result of this task is a breakdown of total annual obligations of the ISF to pools of defined service that may be apportioned to users following different bases.

TASK 4.2 | ALLOCATION OF FUNCTIONAL COSTS

In consultation with ISF personnel and engaged internal stakeholders, ClearSource will allocate each function of service within the ISF to department/fund users based on an individually selected metric (or in exceptions, a combination of metrics). This metric will be chosen based on a variety of influences, such as:

- ➡ Relevancy to the underlying service.
- ➡ Reasonableness in generating a proportional outcome, if not measure of use or benefit.

- ➡ Reasonableness in administration, both in acquiring the data source and updating it in the future.
- ➡ Stability in year-to-year impacts, both to the ISF and to the department/fund users.
- ➡ Avoidance of conflicting behaviors or undesirable incentives within the City organization and its larger goals.

TASK 4.3 | DETERMINATION OF TOTAL CHARGE BY USER

Upon completion of Task 4.2, ClearSource will identify the total allocation of internal service fund costs to each participating user of the services. In some cases, it is expected that this annual allocation may be the end result for the ISF, i.e., a total charge for service by user. Fundamentally, this allocation-based result provides a historical "snapshot" approach to cost recovery that sets cost recovery for the fiscal year once. In some aspects of an ISF, it may be the consensus or a necessity that ISF charges be assessed on a more "real-time" basis or be subject to a year-end "true-up" to actual activity, in which case, a rate is required (Task 4.4).

TASK 4.4 | ESTABLISHMENT OF RATE

In internal service funds or aspects of the ISF where a total charge by department/fund is insufficient as a cost recovery structure, a rate by function of service will be established. ClearSource will develop a unit cost for the function by expressing the annual amount per unit of service, using a workload, use, beneficiary, or proportional metric selected from the accumulation developed in Task 2.2.

Depending on the variable nature of the metric chosen, rates may be based on historical patterns in the underlying data set, rather than

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a single year snapshot. Or, if consensus leans opposite of that, the rate will assume a more rolling, if not “real-time” application.

Rates will be reconciled to prevailing demographics from each participating user to ensure adequate revenue generation moving forward, absent unforeseen change.

TASK 4.5 | COMPARATIVE RATE/CHARGE IMPACTS

ClearSource will compare resulting rates and/or overall charges for service to current cost recovery by each user department/fund. Reasons for any significant changes will be evaluated and explained. This comparison assists in presenting and communicating changes to cost recovery structure and amount. It also enables further testing of the reasonableness and accuracy of substantial changes to approach.

Task 5 | Reporting and Deliverable Tools

The purpose of this task is to provide the formal documentation encompassing the work and outcomes of the study, as well as deliver the tools developed throughout the study for the City’s ownership and future use.

It is expected in analysis updates in Years Two and Three of this project, effort under this task will be diminished as reporting tools need only be updated for current values and discussion of outcomes and resolved issues.

TASK 5.1 | DRAFT REPORT

ClearSource will prepare a narrative description of the study, describing key data and assumptions, financial plan and cost of service outcomes, rate and charge proposals, and impacts. The report will include tables and

charts to explain findings, and it will include the complete quantitative analysis as the justification for proposed rate/cost recovery methods for each internal service fund. Reports will be issued in portable document format (PDF) for digital distribution and any necessary printing by the City.

It is expected that City personnel will review an initial iteration of the draft report, and ClearSource will modify it before it becomes a final delivered document available to the City Council and the public.

TASK 5.2 | PRESENTATION/SUMMARY MATERIALS

ClearSource will develop a presentation or summary packet for use in communicating proposals to internal stakeholders and, if desired, to the City Council or subcommittee.

TASK 5.3 | STAFF REPORT

Should the City choose to discuss ISF rates with the City Council or its subcommittee, ClearSource will assist City staff in the preparation of the staff report delivered as part of the normal agenda process.

TASK 5.4 | FINAL REPORT

Upon review and feedback from internal stakeholders and/or the City Council, ClearSource will revise the draft report and accompanying proposals to incorporate direction received. The final report will be issued for the City’s implementation of proposals. Reports will be issued in PDF for digital distribution and any necessary printing by the City beyond the requested bound and unbound copies delivered by consultants.

CONSULTING SERVICES

TASK 5.5 | MODEL/WORK PAPER DELIVERY

Upon issuance of the final report, ClearSource will deliver editable versions of all models, documentation, and associated work papers to the City for future use. Models will be delivered in Microsoft Excel and PDF. Documentation will be delivered in Microsoft Word and PowerPoint and in PDF. Additional work papers developed will be delivered in the format in which they were created and in PDF.

Task 6 | Engagement

The purpose of this task is to facilitate a meaningful level of interaction between consultants, City personnel, and, if desired, City Councilmembers, with the goal of successful approval, implementation, and ongoing maintenance of study proposals.

TASK 6.1 | INTERNAL SERVICE FUND INTERACTION

In addition to the project kick-off event described in Task 1, ClearSource anticipates additional site visits to engage with ISF and Finance personnel, such as events to:

- ➔ Develop data, such as expenditures, asset life cycles, and workload metrics.
- ➔ Review spending plans and fund performance.
- ➔ Discuss administrative practices and feasibility of cost recovery methods.

- ➔ Review interim study outcomes and final proposals.

TASK 6.2 | STAKEHOLDER INTERACTION

It is expected that the City will want to engage impacted ISF users in this process. ClearSource anticipates site visits to:

- ➔ Understand current issues with ISF cost recovery at the user level.
- ➔ Review interim study outcomes.
- ➔ Present draft proposals and receive feedback prior to final reporting.

The City has used “Q&A” sessions available to departmental stakeholders at scheduled times as an open forum for this type of collaboration. Either or both scheduled meetings or open drop-in sessions can be accommodated in this process.

TASK 6.3 | CITY COUNCIL/SUBCOMMITTEE INTERACTION

If desired by City leadership, ClearSource will anticipate an event with the City Council or relevant subcommittee to present the draft report and receive feedback on proposals. Consultants will prepare materials for this session, present the study, and respond to City Council inquiries and/or enable Councilmember dialogue with supplemental information.

SCHEDULE

PROJECT TIMELINE

ClearSource proposes the following timeline for each year of the project, also illustrated in Figure 4.

INITIAL STUDY: YEAR ONE

- ➡ A Draft Report issued **120 days** from project commencement.
- ➡ Timing anticipates commencement in late August 2018 with study completion by **November 30, 2018**.

UPDATE: YEAR TWO

- ➡ A Draft Report issued **120 days** from project commencement.
- ➡ Timing anticipates commencement in late August 2019 with study completion by November 30, 2019.

UPDATE: YEAR THREE

- ➡ A Draft Report issued **120 days** from project commencement.
- ➡ Timing anticipates commencement in late August 2020 with study completion by November 30, 2020.

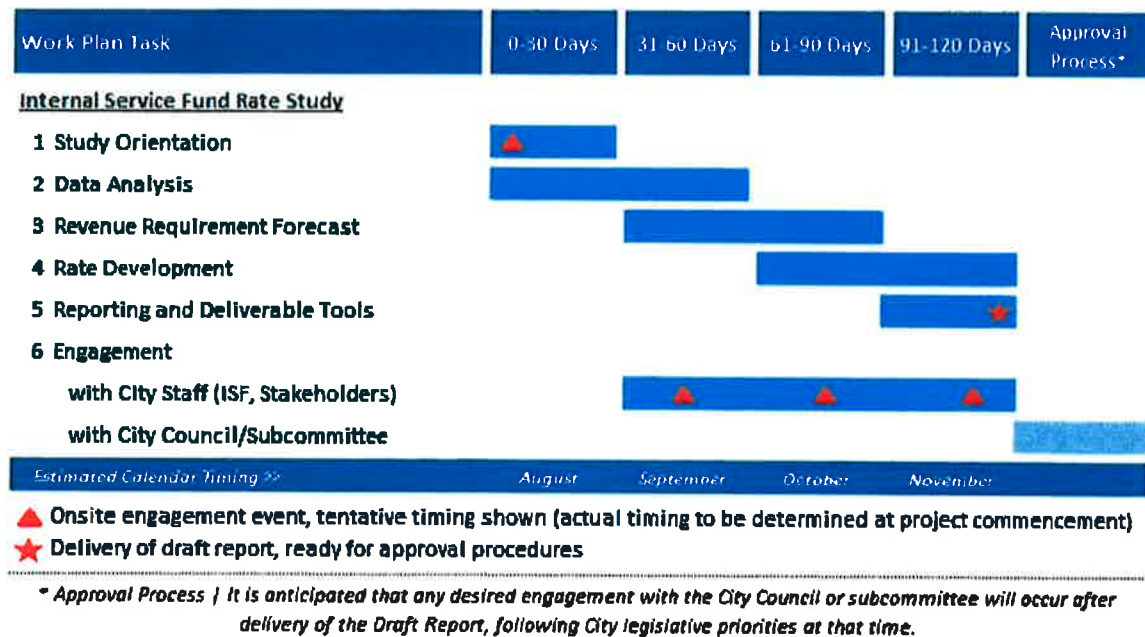


FIGURE 4 | PROJECT TIMELINE

EXHIBIT “B”

FEE PROPOSAL

CONSULTING FEE

Total Project Budget

ClearSource proposes the following consulting fees for each year of the project. Figure 3 on the following page illustrates the project budget in greater detail, identifying consultant time by each major task in the Work Plan presented earlier this proposal.

INITIAL STUDY: YEAR ONE

- A **total project budget of \$35,400** distributed to each internal service fund as follows:
 - Fleet Maintenance: \$10,200
 - Facilities Maintenance: \$7,500
 - Equipment Replacement: \$7,500
 - Information Technology: \$10,200

UPDATE: YEAR TWO

- A **total project budget of \$26,400**, distributed as follows:
 - Fleet Maintenance: \$7,200
 - Facilities Maintenance: \$6,000
 - Equipment Replacement: \$6,000
 - Information Technology: \$7,200

UPDATE: YEAR THREE

- A **total project budget of \$26,400**, distributed as follows:
 - Fleet Maintenance: \$7,200
 - Facilities Maintenance: \$6,000
 - Equipment Replacement: \$6,000
 - Information Technology: \$7,200

"Not to Exceed" Consulting Fee

Throughout the entirety of the project, ClearSource also proposes:

- A commitment to live within this proposal: **no change orders to complete the scope of work.**
- A "not-to-exceed" fixed fee that includes all associated costs incurred by ClearSource to complete our work, such as travel and document production.

Professional Hourly Rates

ClearSource maintains a single hourly rate for professional services performed, regardless of individual contributor: \$150 per hour. This rate is all-inclusive of labor and non-labor costs. We **anticipate no additional direct expenses** within our project budget.

Payment Schedule

ClearSource will submit monthly progress reports and invoicing to the City, based on hours recorded to the project, with final invoice not submitted until work is completed. Total invoices will not exceed the total fee described above.

FEE PROPOSAL

Work Plan Task	Consultant Hours	Hourly Rate	Consulting Fee
ISF Rate Study: Initial Study, Year One			
1 Study Orientation	12	\$150	\$ 1,800
2 Data Analysis	16	\$150	\$ 2,400
3 Revenue Requirement Forecast	64	\$150	\$ 9,600
4 Rate Development	64	\$150	\$ 9,600
5 Reporting and Deliverable Tools	40	\$150	\$ 6,000
6 Engagement	40	\$150	\$ 6,000
Initial Study, Year One	236		\$ 35,400
> Fleet Maintenance	68	\$150	\$ 10,200
> Facilities Maintenance	50	\$150	\$ 7,500
> Equipment Replacement	50	\$150	\$ 7,500
> Information Technology	68	\$150	\$ 10,200
ISF Rate Study: Update, Year Two			
1 Study Orientation	8	\$150	\$ 1,200
2 Data Analysis	12	\$150	\$ 1,800
3 Revenue Requirement Forecast	60	\$150	\$ 9,000
4 Rate Development	32	\$150	\$ 4,800
5 Reporting and Deliverable Tools	24	\$150	\$ 3,600
6 Engagement	40	\$150	\$ 6,000
Update, Year Two	176		\$ 26,400
> Fleet Maintenance	48	\$150	\$ 7,200
> Facilities Maintenance	40	\$150	\$ 6,000
> Equipment Replacement	40	\$150	\$ 6,000
> Information Technology	48	\$150	\$ 7,200
ISF Rate Study: Update, Year Three			
1 Study Orientation	8	\$150	\$ 1,200
2 Data Analysis	12	\$150	\$ 1,800
3 Revenue Requirement Forecast	60	\$150	\$ 9,000
4 Rate Development	32	\$150	\$ 4,800
5 Reporting and Deliverable Tools	24	\$150	\$ 3,600
6 Engagement	40	\$150	\$ 6,000
Update, Year Two	176		\$ 26,400
> Fleet Maintenance	48	\$150	\$ 7,200
> Facilities Maintenance	40	\$150	\$ 6,000
> Equipment Replacement	40	\$150	\$ 6,000
> Information Technology	48	\$150	\$ 7,200
Total "Not-to-Exceed" for Three Years	588		\$ 88,200

FIGURE 3 | PROJECT BUDGET DETAIL



COUNCIL COMMUNICATION

CC #: 9515

File #: 0708

Title: Repeal of Cable Franchise Ordinance

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

Meeting Date: 9/19/2018

Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council introduce for first reading an ordinance amending Sections 2.36.090 and 2.42.020 of the Roseville Municipal Code and repealing Chapter 2.40 of the Roseville Municipal Code relating to cable franchises.

BACKGROUND

Pursuant to Chapter 2.40 of the Roseville Municipal Code, it is unlawful for any person to construct, maintain or operate a community antenna television system (cable system) utilizing any street or other public property of the City unless a franchise to operate such system has been granted by the City via a cable franchise agreement. On January 1, 2007, a state statute entitled the "Digital Infrastructure and Video Competition Act of 2006" ("DIVCA") went into effect. DIVCA established a new framework for the regulation of cable television. In particular, DIVCA shifted the power to issue cable franchises from cities to the California Public Utilities Commission ("PUC") beginning January 2, 2008.

Shortly after the passage of DIVCA, the City enacted Chapter 2.42 of the Roseville Municipal Code entitled "Special Provisions Applicable to Holders of State Video Franchises." This ordinance contained all of the provisions authorized by DIVCA. It confirmed that the City intended to charge a franchise fee equal to 5% of the video service provider's gross revenues (which was the maximum amount authorized to be charged by DIVCA), set the public, education and government ("PEG") fee at 1%, outlined customer service requirements and fines established by DIVCA, and authorized audits.

At the time DIVCA was enacted, the City had a current cable franchise agreement with Comcast which Comcast committed to honoring for the duration of the agreement's term. As a result, at the time the City enacted its DIVCA ordinance it did not repeal Chapter 2.40 since the franchise agreement with Comcast was governed by the provisions of Chapter 2.40. The City's franchise agreement with Comcast expired on December 31, 2017. Since the City can no longer issue franchises to video providers, and since the City no longer has an outstanding franchise agreement, Chapter 2.40 should be repealed as it has become obsolete. Revisions to Sections 2.36.090 and 2.42.020 of the Code are also needed in order to eliminate cross-references to Chapter 2.40. However, it should be noted that none of these ordinance changes will result in changes to the permitting scheme for video providers.

FISCAL IMPACT

There is no fiscal impact associated with repealing Chapter 2.40. The City will continue to charge video service providers the 5% franchise fee and 1% PEG fee authorized by DIVCA.

ECONOMIC DEVELOPMENT / JOBS CREATED

No jobs will be created as a result of this action.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Repealing Chapter 2.40 and revising Sections 2.36.090 and 2.42.020 of the Roseville Municipal Code do not include the potential for a significant environmental effect, and therefore are not subject to CEQA.

Respectfully Submitted,

Michelle Sheidenberger, Assistant City Attorney

Robert Schmitt, City Attorney



Dominick Casey, City Manager

ATTACHMENTS:

Description

RMC Changes (Redline)

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE REPEALING CHAPTER
2.40 OF TITLE 2, AND AMENDING SECTIONS 2.36.090 OF CHAPTER 2.36 AND 2.42.020
OF CHAPTER 2.42 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE REGARDING
CABLE FRANCHISES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 2.40 of Title 2 of the Roseville Municipal Code is hereby repealed
in its entirety.

SECTION 2. Section 2.36.090 of Chapter 2.36 of Title 2 of the Roseville Municipal
Code is hereby amended to read as follows:

2.36.090 Franchises for particular purposes.

Notwithstanding any provision in this chapter to the contrary, ~~a franchise to operate a
CATV system shall be granted in accordance with the provisions of Chapter 2.40 and~~ a franchise
to operate a refuse hauling service shall be granted in accordance with the provisions of Chapter
9.17.

SECTION 3. Section 2.42.020 of Chapter 2.42 of Title 2 of the Roseville Municipal
Code is hereby amended to read as follows:

2.42.020 Purpose and authority.

A. This chapter is designed to regulate video service providers holding state video franchises and operating within the city.

B. As of January 1, 2007, the state of California, by and through the Public Utilities Commission, is the sole franchising authority for a state franchise to provide video service pursuant to the Digital Infrastructure and Video Competition Act (DIVCA) of 2006. Pursuant to DIVCA, a holder must calculate and remit a franchise fee to the city. The city shall also receive from all holders a fee for public, education, and government (PEG) purposes. While DIVCA grants sole authority to adopt customer service standards to the state of California, the city acquires the responsibility to establish and enforce penalties, consistent with state law, against all holders for violations of customer service standards. The city will require interconnections where feasible and require that holders comply with emergency alert system requirements. ~~DIVCA leaves unchanged the city's authority to regulate the city's current cable franchises in accordance with Chapter 2.40 and the cable franchises currently in effect until such time as the cable franchisee no longer holds a city franchise or is no longer operating under a current or expired city franchise.~~

SECTION 4. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 5. 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 #: 9516

File #: 0111-02

Title: Response to Grand Jury Report - Roseville Community Development Corporation

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

Meeting Date: 9/19/2018

Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council authorize the Mayor to execute the attached response on behalf of the City Council to the 2017-2018 Grand Jury Final Report entitled "Roseville Community Development Corporation – A Public/Private Partnership." The Grand Jury has also directed the Mayor to respond separately. Since the Mayor's role in relation to the Roseville Community Development Corporation ("RCDC") has been no different from the Council's role, the Mayor's attached response is virtually identical to the Council's response.

BACKGROUND

On June 17, 2018, the Placer County Grand Jury issued a final report entitled "Roseville Community Development Corporation – A Public/Private Partnership." The report was issued to the public on June 20 and is attached to this communication. The report reviewed the formation of the RCDC and analyzed how the City manages and operates the RCDC. It concluded that the City's investment in the RCDC has had a positive impact on downtown Roseville.

Although the report recognized that the RCDC is a separate legal entity from the City, it made two findings. First, the report found that "[t]he city's active management and operation of RCDC give the appearance that RCDC is a privatized arm of a public entity, rather than a separate non-profit corporation." The Grand Jury made this finding due to the fact that the RCDC pays for and utilizes City employees to manage and operate the RCDC. Specifically, the City's former Economic Development Director served as the RCDC's Chief Executive Officer ("CEO"). The Grand Jury found that since the Economic Development Director's job description included the RCDC CEO's duties and responsibilities, and since the former City Manager evaluated and established RCDC goals for the Economic Development Director, it appeared that the RCDC is operating as an extension of the City.

Second, the report found that "Roseville does not have a full accounting of the city employee resources dedicated to the operation of RCDC." The Grand Jury determined that the lack of tracking City employee time and resources devoted to the operation of the RCDC makes it difficult to determine the true cost of this program. As currently structured, the RCDC reimburses the City for half of the salaries for the CEO and an Administrative Assistant, but the actual time devoted to RCDC activities is not tracked.

The Grand Jury requested that former City Manager Rob Jensen, the City Council and Mayor Rohan send separate responses either agreeing or disagreeing with these two findings. Prior to his retirement, Rob Jensen issued the attached response agreeing with these findings. Staff recommends that the City Council and Mayor also agree with these findings. The deadline for compliance is September 30.

Accompanying the two findings were two recommendations from the Grand Jury. The first recommendation is as follows: "If RCDC is to continue operation, or if a new model is developed, Roseville should take steps to more effectively ensure the separation and independence of the corporation to address the Grand Jury's findings." The second recommendation is as follows: "Roseville should publicly account for all resources dedicated to RCDC." The City Council and Mayor are required to inform the Grand Jury whether the City intends to implement these recommendations or not and if so, must specify a timeframe for implementation.

Staff recommends that the City implement the first recommendation as follows:

- Strengthen and adopt additional Council policies by April 1, 2019 to clearly identify the separation between the City and the RCDC.
- Update City job classifications and functions by December 31, 2018 to ensure that there are no references to any RCDC functions.
- Update City time sheet accounting by December 31, 2018 to accurately monitor staff time by task for RCDC functions.

Staff recommends that the City implement the second recommendation as follows:

- The City shall, on an annual basis concurrent with adoption of the City wide budget, identify year end and projected reimbursements from the RCDC for any City resources utilized by the corporation. Any significant changes to the approved budget will be discussed at a regularly scheduled City Council meeting. This process will be implemented and included in the City's FY 19-20 Budget.

The City Manager's Office has committed to ensuring that these changes occur within the timeframes noted. In the meantime and while staff evaluates different models for operation, the role of RCDC CEO is not being performed by the Economic Development Director. Instead, the role is being performed by the City's Acting Development Services Director.

It is important to stress that the Grand Jury did not find or allege any violations of the law and acknowledged that the RCDC is a separately formed legal entity from the City. The Grand Jury's findings related to the appearance of the RCDC's independence and its recommendations are intended to enhance public transparency and ensure that public funds are spent appropriately, all goals which the City concurs with.

FISCAL IMPACT

There is no fiscal impact associated with this particular request. Any fiscal impacts related to adopting new policies will be analyzed in conjunction with the new policy recommendations.

ECONOMIC DEVELOPMENT / JOBS CREATED

No jobs will be created as a result of this action.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Michelle Sheidenberger, Assistant City Attorney

Robert Schmitt, City Attorney



Dominick Casey, City Manager

ATTACHMENTS:

Description

grand jury report

grand jury response - CM

grand jury response - Mayor

grand jury response - CC



PLACER COUNTY GRAND JURY

11532 B Avenue
Auburn, CA 95603

Phone: (530) 886-5200
Fax: (530) 886-5201
Email: grandjury@placer.ca.gov

RECEIVED

JUN 19 2018

CITY ATTORNEY

RECEIVED
2018 JUN 19 PM 3:03
CITY CLERK DEPARTMENT
ROSEVILLE, CA

June 17, 2018

Roseville City Council
311 Vernon St.
Roseville, CA 95678

Subject: Grand Jury Final Report – Roseville Community Development Corporation – A Public/Private Partnership

Dear Council Members:

The 2017-2018 Placer County Grand Jury hereby releases a report entitled, "Roseville Community Development Corporation – A Public/Private Partnership."

Enclosed is your advance release copy of the Grand Jury report. Disclosure to the public is prohibited prior to public release, scheduled for June 20, 2018.

Also enclosed are instructions on how to respond to the report findings.

The report is being published primarily in electronic form and is available on the Superior Court's Placer County website at www.PlacerGrandJury.org. Hard copies are being distributed as necessary.

Sincerely,

Gary Kern
Foreperson
2017-2018 Placer County Grand Jury

Enclosures: Final Report Instructions for Respondents

cc: RCDC Board of Directors

Copied to Council, CM-Jensen/Casey CA/Schmitt ED/Mattesi



PLACER COUNTY GRAND JURY

Phone: (530) 886-5200

FAX (530) 886-5201

Mailing Address:

11532 B Avenue, Auburn, CA 95603

INSTRUCTIONS FOR RESPONDENTS

The legal requirements affecting respondents and responses to Grand Jury findings and recommendations are contained in California Penal Code, Section 933.05. The full text of the law is provided below.

Two different time periods for responses and to whom you must respond is defined in Penal Code Section 933(c). They are as follows:

Type of Agency	Time Frame	To Whom
Government Boards	Ninety (90) Days	• Presiding Judge of the Superior Court
Elective Office or Agency Head	Sixty (60) Days	• Presiding Judge of the Superior Court • Information copy to Board of Supervisors

An original signed copy of the response must be provided to both of the following:

1. Presiding Judge of the Placer County Superior Court at the address listed below:

The Honorable Alan V. Pineschi Presiding
Judge, Superior Court Court
County of Placer
P.O. Box 619072
Roseville, CA 95661

2. Placer County Grand Jury at the address listed below:

Placer County Grand Jury
11532 B Avenue
Auburn, CA 95603

When responding to more than one report, respondents must respond to each report separately.

You are encouraged to use the Response to Grand Jury Report Form below to help format and organize your response. An electronic version of the form is available upon request from the Grand Jury.

Response to Grand Jury Report Form

Report Title: _____

Report Date: _____

Response By: _____ Title: _____

FINDINGS

- I (we) agree with the findings, numbered: _____.
- I (we) disagree wholly or partially with the findings, numbered: _____.

(Describe here or attach a statement specifying any portions of the findings that are disputed or not applicable; include an explanation of the reasons therefor.)

RECOMMENDATIONS

- Recommendations numbered _____ have been implemented.
(Describe here or attach a summary statement regarding the implemented actions.)
- Recommendations numbered _____ have not yet been implemented but will be implemented in the future.

(Per Penal Code 933.05(b)(2), a time frame for implementation must be included. Describe here or in an attachment.)

- Recommendations numbered _____ require further analysis.
(Describe here or attach an explanation and the scope and parameters of an analysis or study and a time frame for the matter to be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six (6) months from the date of publication of the grand jury report.)
- Recommendations numbered _____ will not be implemented because they are not warranted or are not reasonable.

(Describe here or attach an explanation.)

Date: _____ Signed: _____

Number of pages attached _____.

California Penal Code

Section 933.05

- (a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:
 - (1) The respondent agrees with the finding.
 - (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
 - (1) The recommendation has been implemented, with a summary regarding the implemented action.
 - (2) The recommendation has not yet been implemented but will be implemented in the future, *with a time frame for implementation*.
 - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the grand jury report.
 - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.
- (c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.
- (d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.
- (e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.
- (f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

Roseville Community Development Corporation

A Public/Private Partnership

Roseville Community Development Corporation

A Public/Private Partnership

Summary

Coinciding with the dissolution of Regional Development Agencies (RDA) by the California legislature in 2010, the City of Roseville established the Roseville Community Development Corporation (RCDC). RCDC is a non-profit, charitable corporation, conceived to facilitate continued economic development in Roseville. After studying other community development corporations created by select California cities, Roseville opted for a city-sponsored model governed by an independent five-member board appointed by the city council. This board acts as a separate entity of the city. RCDC's independence provides structural flexibility because it is not a public or regulatory agency. This allows it to enter into LLCs and LLPs⁵, avoid public contract bidding laws (if waived by the city), hold mortgages to secure debt, own and manage assets long term, and accept charitable donations. During the course of this investigation all city officials stressed that RCDC is independent of city operations and that there is no direct city involvement.

Roseville's unique implementation of the city-sponsored model has raised the question of independence of RCDC from the city. RCDC has no employees. It contracts with Roseville for the use of city employees as allowed in corporation bylaws. In its working agreement with Roseville, RCDC reimburses one-half of the city salaries of RCDC's Chief Executive Officer (CEO) and an administrative assistant, who are city employees, to the city. It should be noted that during the first two years of operation, RCDC reimbursed city salaries and benefits. The reimbursement formula was then changed to salary only and the city gave a credit for the cost of previous benefits. Documentation on why this occurred could not be provided by any of the city officials interviewed. The city budget does indicate that the Economic Development Department receives reimbursement for salaries, wages, benefits, materials, supplies, services, and capital outlays. The city budget does not specifically identify the funds from RCDC. RCDC also utilizes the services of other city employees whose salaries are not reimbursed. The public does not know the full extent of city resources that are being devoted to RCDC.

The previous CEO (2012 – 2018) concurrently served as Roseville's Economic Development Director and CEO of RCDC. His official city job description specifies both his city responsibilities as well as those of RCDC. These duties include:

⁵ LLC – Limited Liability Company / LLP – Limited Liability Partnership

- Develop, plan, and implement city and RCDC goals, objectives, and strategies;
- Coordinate city and RCDC activities;
- Direct, oversee, and participate in the development of the city and RCDC work plans; and
- Supervise and participate in the development, funding, and administration of both the Roseville Economic Development and RCDC budgets.

The city manager supervises and evaluates the performance of the Roseville Economic Development Director. The city manager specifically stated that he does not review or evaluate the performance of the director's work as CEO of RCDC. Recent performance appraisals of the Director of Economic Development revealed that the city manager did evaluate his performance as RCDC CEO. The city manager has also set goals for the director that relate to his duties of RCDC CEO. The RCDC CEO also receives an annual evaluation by the RCDC Board of Directors which is passed on to the city manager.

Day-to-day management and operation of RCDC is being performed by city employees. The RCDC CEO confirmed that his duties of RCDC CEO do overlap with his duties as the Roseville Economic Development Director. Use of city employees to perform RCDC work, coupled with the fact that the city does not track the time city staff spends on RCDC projects, provides an appearance that RCDC is not an independent entity.

Background

In 2010, the Roseville City Council approved the formation of the RCDC as a private, non-profit, charitable corporation with Roseville as its sole member. RCDC is governed by a five-member board of directors appointed by the Roseville City Council. RCDC is considered to be an independent corporation; however, it has a direct tie to the city as stated in the following three source documents: the bylaws, White Paper - *Report on Community Development Corporations*, and Business Plan. The CEO of RCDC is also the Director of Economic Development for Roseville. Initial funding for RCDC was a \$5 million loan from Roseville's Redevelopment Agency. This is a 20-year loan with no payments due for the first ten years. The city also provided a grant of \$927,000 in 2015.

The mission of the RCDC is to provide physical, economic, and educational development throughout the community and to create expanded employment, economic prosperity, and housing⁶. The final business plan for RCDC was published in 2012. One of RCDC's goals is to identify, acquire, and upgrade under performing properties in Roseville, then lease them at enhanced rates. RCDC has purchased, extensively remodeled, and leased buildings in the downtown Roseville area. Some buildings have been purchased, but have not been refurbished, and remain empty due to lack of funding and a pending sale.

⁶ Roseville Community Development Corporation Economic Development and Business Plan

Currently, the City of Roseville and RCDC are reviewing the financial viability of RCDC. The concern is that RCDC may be unable to meet its financial obligations in the future. In February 2017, the Roseville City Council voted to place RCDC on a strategic pause of operations and to pursue the liquidation of assets.

Methodology

The 2017-2018 Placer County Grand Jury:

- Interviewed city and RCDC officials;
- Reviewed
 - RCDC corporate documents;
 - RCDC Business Plan and White Paper;
 - Roseville procedures and policies; and
 - Public records.
- Analyzed financial tax records;
- Examined other community development corporations in California; and
- Attended two public RCDC board meetings.

Facts

- The city formed RCDC with the understanding that its creation would allow greater structural flexibility because it is not a public agency or regulatory agency.
- RCDC bylaws require its board to appoint the CEO.
- A member of the RCDC Board has stated twice in public meetings that RCDC and Roseville are essentially one and the same.
- RCDC bylaws state that the corporation may contract with Roseville for the provision of a CEO and other subordinate staff necessary to carry out the purposes of the corporation.
- The city's Economic Development Director's job description includes RCDC CEO duties and responsibilities, and a portion of this position is paid by RCDC.

- The city manager's semi-annual performance evaluation of the Economic Development Director also includes his job performance as the RCDC CEO.
- The city manager sets goals for the Economic Development Director as well as his duties as RCDC CEO.
- RCDC reimburses Roseville for half of the salaries for CEO and Administrative Assistant.
- Other city employees provide assistance to RCDC with no documented reimbursement.
- Currently the city has no tracking system to document the number of hours city employees actually spend on RCDC activities.
- RCDC does not, in all cases, comply with Roseville's bidding policy and no waiver has been granted.

Findings

The Grand Jury found that:

- F1. The city's active management and operation of RCDC give the appearance that RCDC is a privatized arm of a public entity, rather than a separate non-profit corporation.
- F2. Roseville does not have a full accounting of the city employee resources dedicated to the operation of RCDC.

Conclusion

The city's investment in RCDC has had a positive impact on downtown Roseville. The lack of tracking city employee time and resources devoted to the operation of RCDC makes it difficult to determine the true cost of this program. Establishing a means of documenting employee involvement in RCDC would enhance public transparency as well as ensure that public funds are spent appropriately.

The city describes RCDC as a public/private partnership. Every city official interviewed insisted the corporation is independent of city operations. This independence is necessary in order for RCDC to operate outside of governmental regulations. In practice, it appears that RCDC functions more as a privatized extension of the city. The use of city employees to manage and operate RCDC and the city manager's evaluation and establishment of RCDC goals for the Economic Development Director raise concerns regarding RCDC's independence.

Recommendations

The Grand Jury recommends:

- R1. If RCDC is to continue operation, or if a new model is developed, Roseville should take steps to more effectively ensure the separation and independence of the corporation to address the Grand Jury's findings.
- R2. Roseville should publicly account for all resources dedicated to RCDC.

Request for Responses:

	<u>Recommendations Requiring Response</u>	<u>Response Due Date</u>
Mr. Rob Jensen Roseville City Manager 311 Vernon Street #200 Roseville, CA 95678	R1, R2	August 31, 2018
Ms. Susan Rohan Mayor, City of Roseville 311 Vernon Street Roseville, CA 95678	R1, R2	September 30, 2018
Roseville City Council 311 Vernon Street Roseville, CA 95678	R1, R2	September 30, 2018

Copy Sent to:

RCDC Board of Directors
P.O. Box 696
Roseville, CA 95678



City Manager
311 Vernon Street
Roseville, California 95678

June 29, 2018

Placer County Grand Jury
11532 B Avenue
Auburn, CA 95603

Re: Response to Grand Jury Request

Members of the Grand Jury:

This letter responds to the request received on June 19, 2018 from Gary Kern on behalf of the Placer County Grand Jury, requesting recommendations based on the report entitled, "Roseville Community Development Corporation – A Public/Private Partnership."

Following are the recommendations requested.

Recommendation 1 – The recommendation of the Grand Jury is that "if the RCDC is to continue operation, or if a new model is developed, Roseville should take steps to more effectively ensure the separation and independence of the corporation to address the Grand Jury's findings".

Response - As noted in the Grand Jury findings, although the RCDC does function independently, we agree that it could give the appearance of operating as an extension of the City.

To address this issue, the City intends to take the following steps:

- Strengthen and adopt additional Council policies by April 1, 2019 to clearly identify the separation between the City and the RCDC.
- Update City job classifications and functions by December 31, 2018 to ensure that there are no references to any RCDC functions.
- Update City time sheet accounting by December 31, 2018 to accurately monitor staff time by task for RCDC functions.

Recommendation 2 – The recommendation of the Grand Jury is that "Roseville should publicly account for all resources dedicated to RCDC".

Response – As noted in the Grand Jury findings, we agree that a fuller accounting could be had. To address this issue, the City shall, on an annual basis concurrent with adoption of the City wide budget, identify year end and projected reimbursements from the RCDC for any City resources utilized by the corporation. Any significant changes to the approved budget will be discussed at a regularly scheduled City Council meeting. This process will be implemented and included in the City's FY 19-20 Budget.

Sincerely,

Rob Jensen
City Manager

Response to Grand Jury Report Form

Report Title: Grand Jury Final Report
Roseville Community Development Corporation - A Public/Private Partnership

Report Date: June 17, 2018

Response By: Rob Jensen Title: City Manager

FINDINGS

- I (we) agree with the findings, numbered: F1 & F2.
 - I (we) disagree wholly or partially with the findings, numbered: _____.
- (Describe here or attach a statement specifying any portions of the findings that are disputed or not applicable; include an explanation of the reasons therefor.)

RECOMMENDATIONS

- Recommendations numbered _____ have been implemented.
- (Describe here or attach a summary statement regarding the implemented actions.)
- Recommendations numbered R1 & R2 have not yet been implemented but will be implemented in the future.
- (Per Penal Code 933.05(b)(2), a time frame for implementation must be included. Describe here or in an attachment.)
- Recommendations numbered _____ require further analysis.
- (Describe here or attach an explanation and the scope and parameters of an analysis or study and a time frame for the matter to be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six (6) months from the date of publication of the grand jury report.)
- Recommendations numbered _____ will not be implemented because they are not warranted or are not reasonable.
- (Describe here or attach an explanation.)

Date: June 29, 2018

Signed: _____

Number of pages attached 1

September 19, 2018

The Honorable Alan V. Pineschi
Presiding Judge of the Superior Court
County of Placer
P.O. Box 619072
Roseville, CA 95661

Gary Kern
Foreperson
2017-2018 Placer County Grand Jury
11532 B Avenue
Auburn, CA 95603

**Re: Response to 2017-2018 Grand Jury Final Report
Roseville Community Development Corporation – A Public/Private Partnership**

Dear Honorable Judge Pineschi and Placer County Grand Jury:

I would like to thank the Placer County Grand Jury for your continued dedication to the citizens of Placer County. I am pleased to submit my response to the 2017-2018 Grand Jury Final Report.

Report Title: Roseville Community Development Corporation – A Public/Private Partnership
Report Date: Released to the public on June 20, 2018
Response By: Susan Rohan, Mayor

FINDINGS

I agree with the findings, numbered F1 and F2.

RECOMMENDATIONS

Recommendation Numbered R1 – The recommendation of the Grand Jury is that “[i]f RCDC is to continue operation, or if a new model is developed, Roseville should take steps to more effectively ensure the separation and independence of the corporation to address the Grand Jury’s findings”.

Response to R1 – Recommendation numbered R1 has not yet been implemented but will be implemented in the future. As noted in the Grand Jury findings, although the RCDC does function independently, I agree that it could give the appearance of operating as an extension of the City.

To address this issue, the City intends to take the following steps:

- Strengthen and adopt additional Council policies by April 1, 2019 to clearly identify the separation between the City and the RCDC.
- Update City job classifications and functions by December 31, 2018 to ensure that there are no references to any RCDC functions.
- Update City time sheet accounting by December 31, 2018 to accurately monitor staff time by task for RCDC functions.

Recommendation Numbered R2 – The recommendation of the Grand Jury is that “Roseville should publicly account for all resources dedicated to RCDC”.

Response to R2 – Recommendation numbered R2 has not yet been implemented but will be implemented in the future. As noted in the Grand Jury findings, I agree that a fuller accounting of the City employee resources dedicated to the operation of the RCDC could be had. To address this issue, the City shall, on an annual basis concurrent with adoption of the City wide budget, identify year end and projected reimbursements from the RCDC for any City resources utilized by the corporation. Any significant changes to the approved budget will be discussed at a regularly scheduled City Council meeting. This process will be implemented and included in the City’s FY 19-20 Budget.

I again would like to thank the 2017-2018 Placer County Grand Jury for its report and service to the City of Roseville.

Sincerely,

Susan Rohan
Mayor

Cc: Roseville City Council
Roseville City Attorney
Roseville City Clerk
Placer County Board of Supervisors
Placer County Executive Officer

September 19, 2018

The Honorable Alan V. Pineschi
Presiding Judge of the Superior Court
County of Placer
P.O. Box 619072
Roseville, CA 95661

Gary Kern
Foreperson
2017-2018 Placer County Grand Jury
11532 B Avenue
Auburn, CA 95603

**Re: Response to 2017-2018 Grand Jury Final Report
Roseville Community Development Corporation – A Public/Private Partnership**

Dear Honorable Judge Pineschi and Placer County Grand Jury:

On behalf of the Roseville City Council, I would like to thank the Placer County Grand Jury for your continued dedication to the citizens of Placer County. I am pleased to submit our response to the 2017-2018 Grand Jury Final Report.

Report Title: Roseville Community Development Corporation – A Public/Private Partnership
Report Date: Released to the public on June 20, 2018
Response By: Roseville City Council

FINDINGS

We agree with the findings, numbered F1 and F2.

RECOMMENDATIONS

Recommendation Numbered R1 – The recommendation of the Grand Jury is that “[i]f RCDC is to continue operation, or if a new model is developed, Roseville should take steps to more effectively ensure the separation and independence of the corporation to address the Grand Jury’s findings”.

Response to R1 – Recommendation numbered R1 has not yet been implemented but will be implemented in the future. As noted in the Grand Jury findings, although the RCDC does function independently, we agree that it could give the appearance of operating as an extension of the City.

To address this issue, the City intends to take the following steps:

- Strengthen and adopt additional Council policies by April 1, 2019 to clearly identify the separation between the City and the RCDC.
- Update City job classifications and functions by December 31, 2018 to ensure that there are no references to any RCDC functions.

- Update City time sheet accounting by December 31, 2018 to accurately monitor staff time by task for RCDC functions.

Recommendation Numbered R2 – The recommendation of the Grand Jury is that “Roseville should publicly account for all resources dedicated to RCDC”.

Response to R2 – Recommendation numbered R2 has not yet been implemented but will be implemented in the future. As noted in the Grand Jury findings, we agree that a fuller accounting of the City employee resources dedicated to the operation of the RCDC could be had. To address this issue, the City shall, on an annual basis concurrent with adoption of the City wide budget, identify year end and projected reimbursements from the RCDC for any City resources utilized by the corporation. Any significant changes to the approved budget will be discussed at a regularly scheduled City Council meeting. This process will be implemented and included in the City’s FY 19-20 Budget.

I again would like to thank the 2017-2018 Placer County Grand Jury for its report and service to the City of Roseville.

Sincerely,

Susan Rohan, Mayor
Acting on Behalf of the Roseville City Council

Cc: Roseville City Council
Roseville City Attorney
Roseville City Clerk
Placer County Board of Supervisors
Placer County Executive Officer



COUNCIL COMMUNICATION

CC #: 9512

File #: 0709-02-01

Title: HOUSING AUTHORITY - Quarterly Status Report
Contact: Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us

Meeting Date: 9/19/2018

Item #: 7.16.

RECOMMENDATION TO COUNCIL

The City Council, acting as the Roseville Housing Authority Board, is not required to take any action on this item. This quarterly report is for informational purposes only.

BACKGROUND

Quarterly Report

Pursuant to the bylaws of the Roseville Housing Authority, the Authority holds its quarterly meeting the first Wednesday of March, June, September, and December, or as soon as possible thereafter. Staff has prepared the following status report regarding lease-up activity for the Housing Choice Voucher (HCV) Program. The HCV Program provides income-qualified households in Roseville and Rocklin with rental assistance, using funding from the US Department of Housing and Urban Development (HUD). This assistance is utilized at any rental unit that meets program housing standards and is within Rocklin or Roseville city limits with a willing landlord. This rental assistance ensures that the household is able to afford rent and live in safe, decent housing. There are 113 RHA vouchers leased-up in the City of Rocklin, 493 leased-up in Roseville, and 11 leased-up in other jurisdictions as port outs (transfers elsewhere).

The RHA is authorized to provide 665 households with HCV rental assistance. The 665 total includes 75 vouchers allocated to the RHA specifically for families on our waiting list with a head-of-household or spouse that are non-elderly and disabled (NED vouchers), and 28 Veterans' Affairs Supportive Housing (VASH) vouchers used with veteran households that come by referral from the Veterans' Affairs (VA) Department. As of July 31, 2018, 78 of the NED vouchers were leased and 27 of the VASH vouchers were leased. Due to RHA's successful leasing of its VASH vouchers and its ability to demonstrate ongoing need, HUD has invited RHA to apply for 7 additional vouchers, which is projected to be added to our voucher capacity in coming months. Below is a summary chart of voucher lease-ups. The term "lease-up" refers to the number of families receiving rental assistance from the RHA; lease-up is tracked on a calendar-year basis. To be in compliance with HUD's regulations, the lease-up rate for a calendar year cannot exceed 100% of its allocation of vouchers (per voucher type) or 100% of its annual budget authority, plus available reserves. As of July 31, 2018, the lease-up rate for the regular vouchers was 94.7%; the rate for NED vouchers was 98.3%, and the rate for VASH vouchers was 92.6%. The

Roseville Housing Authority also administers the Family Self-Sufficiency (FSS) Program which is a component of the HCV Program. The FSS Program provides assistance to families who are working to become free of all public assistance. The Roseville Housing Authority has 29 families enrolled in this program, which is within its goal of 25-30 families.

This table provides a monthly summary of the RHA's voucher programs, with an overview of calendar year 2018:

	HUD Regular Voucher Allocation (562)	Actual Lease-up of Regular Vouchers	HUD Non- Elderly Disabled Voucher Allocation (75)	Actual Lease-up of Non- Elderly Disabled Vouchers	HUD Allocation of VASH Vouchers (28)	Actual Lease-up of VASH Vouchers
January 2018	562	545	75	63	26	24
February 2018	562	542	75	67	26	25
March 2018	562	536	75	76	26	24
April 2018	562	534	75	77	28	25
May 2018	562	525	75	77	28	25
June 2018	562	522	75	78	28	26
July 2018	562	520	75	78	28	27
YTD Total	3,934	3,724	525	516	190	176
YTD % Leased	94.7%		98.3%		92.6%	

The RHA implemented the HUD required Small Area Fair Market Rents (SAFMRs) starting February 1, 2018. Staff is monitoring the effects of these higher SAFMRs, which results in a higher cost per voucher to the Housing Authority. RHA has slowed down issuance of new vouchers based on this required change, but is issuing some vouchers in August and October based on program projections and funding availability. Currently, there are 7 vouchers issued to families looking for housing.

Recently, the Roseville Housing Authority (RHA) received a thank you note from a grateful Housing Choice Voucher (HCV) applicant. She said due to the help and professionalism of RHA staff, she understands why reviews of the RHA are of the best in California in regards to Housing Authorities. She's glad to be in Roseville and is grateful to RHA, and expressed this in her words to RHA staff by saying "...thank you for all you do, even though it's your job."

There is still a need for additional participation by housing owners and managers in Roseville and Rocklin to accept the housing choice voucher so that families can continue to find local housing options. RHA is grateful for its existing partners in the community and continues outreach and appreciation efforts to maintain and build additional housing inventory relationships.

FISCAL IMPACT

The HCV Program is federally-funded through the US Department of Housing and Urban Development (HUD). Through this HUD-funded program, the RHA provides an important social service locally to ensure safe and affordable housing for our residents. Safe and affordable

housing is an essential component to the foundation of our community's economic stability. Provision of rental assistance through this program also infuses \$4.265 million into the local economy.

This Housing Authority status report does not create any additional cost to the City's General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Estimates of total employment created can be based on expenditure data, consistent with guidance from the Council of Economic Advisers (CEA), a three-member council that analyzes and interprets economic developments, and advises the President of the United States on national economic policy.

Total employment not only includes direct and indirect jobs, but also induced jobs. CEA estimates that total employment is increased by one job-year for every \$92,000 in direct government spending. Based on this estimate, the HCV program will increase the economy with over 46 job years over the current fiscal year.

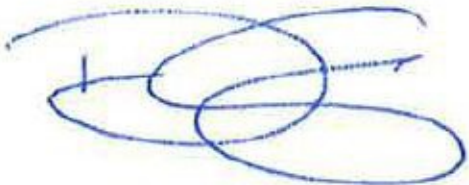
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Suzanne Acrell, Housing Analyst

Laura Matteoli, Acting Economic Development Director



Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 9523
File #: 0102-10

Title: Resolution of Commendation and Appreciation to Lonnye Heple
Contact: Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Meeting Date: 9/19/2018
Item #: 7.17.

RECOMMENDATION TO COUNCIL

Recommend Lonnye Heple be commended for her 24 years of outstanding service and dedication to the City of Roseville, congratulated on her many accomplishment, and wished a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Resolutions are not considered a project as defined by the California Environment Quality Act (CEQA) (CEQA guidelines Section 5378). Consequently, no CEQA action is required.

Respectfully Submitted,

Laura Matteoli, Acting Economic Development Director

Laura Matteoli, Acting Economic Development Director



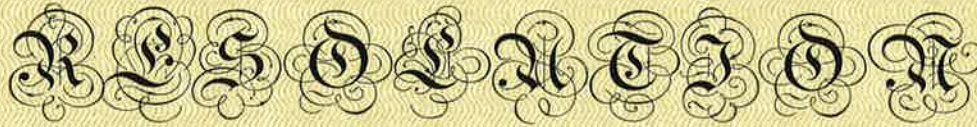
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution of Commendation and Appreciation to Lonnye Heple

CITY OF ROSEVILLE



OF

COMMENDATION AND APPRECIATION

WHEREAS, Lonnye Heple began her distinguished career with the City of Roseville on May 31, 1994 as an Administrative Clerk in the Public Works Street Division; and

WHEREAS, Lonnye promoted to Administrative Assistant in the Community Development Department in 2000, promoted to Management Assistant in 2012, and promoted to Executive Assistant in the Economic Development Department in 2016; and

WHEREAS, Lonnye was an integral part of the REACH campaign serving as a department representative overseeing the agency and citywide contributions which was critical to the success of the campaign which has raised over \$1.4 million since its inception; and

WHEREAS, Lonnye routinely juggled the demands of City Councils, City Managers, and Department Heads, and has staffed several Boards and Commissions; and

WHEREAS, Lonnye, as Executive Assistant to the Economic Development Department, was instrumental in the development of a budget that achieved a \$500,000 reduction over the prior year's budget; and

WHEREAS, Lonnye went above and beyond the scope of her job duties to provide excellent customer service to the City and community partners; and

WHEREAS, Lonnye, as Office Administrator for the Roseville Community Development Corporation, contributed to the success of the Corporation with her budgeting and project management skills; and

WHEREAS, Lonnye was a key member on the Advantage Roseville team that has attracted over 6,125 jobs, \$661 million in capital investment and \$1 billion in private investment to the City of Roseville; and

WHEREAS, Lonnye deservingly received the 2008 Pride of Roseville Award for "Outstanding Work Performance Team" as part of the Centennial Committee and the Pride of Roseville Award for "Unsung Hero Award" in 1997.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that LONNYE HEPLE be commended for her 24 years of outstanding service and dedication to the City of Roseville, congratulated for her many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 19th day of September, 2018.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 9521

File #: 0300

Title: Appeal of Massage Business Permit Denial
Contact: Marc Glynn 916-774-5095 mglynn@roseville.ca.us

Meeting Date: 9/19/2018

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council reject the Appeal of Keyi Liao from the Police Chief's determination to deny her application for a massage business permit. This recommendation is based on Ms. Liao's failure to disclose her prior probation status as required on the permit application, a prior history of criminal conduct associated with massage, and a general non-conformity with the standards in the Massage Business Permit Ordinance.

BACKGROUND

In July 2017, after years of public outreach, City Council adopted the current "Massage Business Permit Ordinance", which is established in Chapter 9.10 of the Roseville Municipal Code. The purpose of the Massage Business Permit Ordinance was to switch from permitting individual therapists and instead permit the business offering massage. The reason for the change was to protect the health, safety, and welfare of the inhabitants of Roseville, as well as to promote standards of professional competence and operational requirements that encourage the legitimate, therapeutic use of massage therapy. Requiring all massage business owners to apply for and obtain a massage business permit provided the City with a way to regulate how massage establishments conduct business in the city. Furthermore, the permit provides measurable standards to which all massage businesses will be held accountable and encourage the professional, legitimate practice of massage in Roseville.

Roseville Municipal Code § 9.10.050 requires all massage businesses to apply to the Roseville Police Department for a massage business permit. Applicants are required to provide certain information, including if they have ever been on informal/formal probation or parole in California or elsewhere. All applicants also consent to a criminal background search. The Police Chief (or his or her designee) must either grant or deny the permit application. If such permit application is denied, the applicant is allowed to appeal the decision to the Roseville City Council.

In the present matter, Ms. Liao applied for a current Roseville massage business permit on July 18, 2018. On the permit application, Ms. Liao explicitly stated that she had never been on probation before. After analysis of criminal and administrative records for Ms. Liao, staff learned that Ms. Liao had in fact been sentenced to 3 months probation on September 08, 2014, for a

conviction of California Penal Code § 415(2)-Disturbing the Peace. Further review of this conviction revealed that Ms. Liao had actually been arrested on charges of violating California Penal Code § 647(B)- Disorderly Conduct: Prostitution, for performing sexual acts on an undercover police officer during massage services. As is common for such charges, Ms. Liao accepted a plea bargain with the District Attorney to reduce the charges from a Penal Code § 647(B) charge to a Penal Code § 415(2) charge, along with 3 months probation.

RMC § 9.10.080 deals with grounds for denial of a Massage Business Permit application. Roseville Municipal Code § 9.10.080(B)(1)(a) specifically states a permit may be denied if a person has:

*“Been convicted of a violation of any provision of law pursuant to which a person is required to register under the provisions of Penal Code 290, or conduct in violation of California Penal Code Sections 266h, 266i, 314, 315, 316, 318, subsections (b) or (d) of Penal Code Section 647, Penal Code Sections 653.22 or 653.23, as may be amended, or convicted of an attempt to commit or conspiracy to commit any of the above-mentioned offenses, or any other crime involving dishonesty, fraud, deceit, or moral turpitude **or when the prosecution accepted a plea of guilty or nolo contendere to a charge of a violation of California Penal Code Sections 415 or 602, as may be amended, or any lesser included or related offense, in satisfaction of, or as a substitute for, any of the previously listed crimes, or any crime committed while engaged in the ownership of a massage business or practice of massage.**”*

Our Roseville Municipal Code specifically contemplates the exact scenario that exists in the present matter, namely a negotiated plea of guilty to Penal Code § 415 based on an original charge of Penal Code § 647 (especially when the Penal Code § 647 charge was in connection to the practice of massage.) This fact alone supports denial of Ms. Liao’s application.

Additionally, RMC § 9.10.080(B)(1)(f) specifically states a permit may be denied if a person: “Committed any act, which, if done by a permittee, would be grounds for suspension or revocation of a permit.”

Section 9.10.140 outlines the specific grounds for suspension or revocation of a permit and states such permit may be suspended or revoked if the permit holder:

- F. Has knowingly made any false, misleading or fraudulent statement of material fact in the application or in any documentation required to be filed in conjunction with said application.

The Court dismissed the charge of Penal Code §647(B) against Ms. Liao due to her negotiated guilty plea to Penal Code § 415(2). This guilty plea violates Roseville Municipal Code § 9.10.080(B)(1)(a). It also demonstrates a pattern of conduct that is contrary to the peace, health, and safety of the public.

Additionally, on her Roseville massage permit application, Ms. Liao expressly checked “No” to ever having been on informal/formal probation or parole in California or elsewhere. Because she failed to disclose her prior probation history (i.e. the 3 month probation), she violated Roseville Municipal Code §§ 9.10.080(B)(1)(f) and 9.10.140(F). This omission alone is grounds for denial of his permit.

On July 23, 2018, Roseville Police Department staff provided Ms. Liao with a written determination of its decision to deny her massage business permit application, as well as the sections of the Roseville Municipal Code relied upon. The written decision also informed Ms. Liao of her right to appeal the decision.

For the reasons stated above, Staff recommends that City Council reject the appeal of Keyi Liao from the Police Chief's determination to deny her application for a massage business permit.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Rob Baquera, Acting Public Information Officer

James Maccoun, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-399

Liao appeal letter

Liao redacted application

RESOLUTION NO. 18-399

DENYING THE APPEAL FROM KEYI LIAO

WHEREAS, Roseville Municipal Code §9.10.050 requires all massage businesses to apply to the Roseville Police Department for a massage business permit; and

WHEREAS, applicants are required to provide certain information, including whether they have ever been convicted of certain crimes and whether they have ever been on probation or parole; and

WHEREAS, the Police Chief, or his or her designee, must either grant or deny the permit application, and if such permit application is denied, the applicant is allowed to appeal the decision to the Roseville City Council; and

WHEREAS, on July 23, 2018, the Roseville Police Department provided Keyi Liao with a written determination that her permit application had been denied, the sections of the Roseville Municipal Code relied upon to make that decision, and the process for appealing the decision; and

WHEREAS, based on a prior history of probation, a criminal conviction, a failure to disclose said prior probation, and a general non-conformity with the standards in the massage business permit ordinance, staff is recommending that the City Council deny the appeal of Keyi Liao.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Roseville hereby denies the appeal of Keyi Liao.

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

356 Grafton Ave.
San Francisco, CA 94112
08/03/2018

RECEIVED
2018 AUG -8 AM 11:56
CITY CLERK DEPARTMENT
ROSEVILLE, CA

Roseville City Council
311 Vernon St
Roseville, CA 95678

Dear City Council:

I am writing to appeal the decision to deny my application for a Massage Business Permit with the City of Roseville.

When applying for the Massage Business Permit, I did not knowingly make a false statement of material fact. I had taken a plea of disturbing the peace, PC 415(2), on advice from my attorney in 2014, from a case expiring 2 years from 2012. I paid a fine of \$235, and completed 3 months of probation. I was never charged any serious violation from that incident. Since that case had been completed over 4 years ago, I didn't feel it was relevant to mention it in my Massage Business Permit application.

I respectfully apologize for not including that incident in my application as I felt it was not pertinent to my current status.

I would greatly appreciate it if you can reconsider my application. Therapeutic Massage is my only specialty, and I would like to continue making an honest living from it.

Thank You for your consideration in the matter,

Sincerely,

Keyi Liao

(415) 307-9963



Roseville Police Department
1051 Junction Blvd
Roseville, CA 95678

James Maccoun, Chief of Police

July 23, 2018

Keyi Liao
356 Grafton Ave.
San Francisco, CA 94112

Re: Massage Business Permit Application

Keyi Liao,

Your application for a Massage Business Permit with the City of Roseville has been denied pursuant to City of Roseville Municipal Code:

9.10.080 Massage Business Permit Issuance –Investigation-Grounds for Denial

B. The police chief may deny a permit provided for in this chapter if he or she finds any of the following.

2. The applicant has knowingly made any false, misleading or fraudulent statement of material fact in the application or in any documentation required to be filed in conjunction with said application.

You may appeal my decision to the Roseville City Council by filing a written notice with the Roseville City Clerk's Office at 311 Vernon St. in Roseville, CA 95678 within fourteen (14) business days of receipt of this written notice of decision. If an appeal is not made within such time, the decision shall be final. The denial period shall last one year, after which time a new application may be submitted.

Respectfully,

A handwritten signature in black ink, appearing to read "Marc Glynn", is written over a horizontal line.

Marc Glynn, Captain

CRIMINAL
CASE SUMMARY
CASE No. NM413792B

The People of the State of California
vs.
KEYI LIAO

§
§
§
§
§
§

Location: **Criminal**
Filed on: **09/27/2012**
District Attorney Number: **0461175**
DMV Docket Number: **NM13792**

CASE INFORMATION

Offense	Statute	Deg	Date	Case Type: Complaint
Jurisdiction: San Bruno				
002. PC647(B)-MISD-DISORDERLY CONDUCT:PROSTITUTION Charge #: 002	647(B)	M	08/16/2012	
Arrest:	SBPD - San Bruno Police Department			
003. PC415(2)-MISD-DISTURB ANOTHER/LOUD AND UNREASONABLE NOISE Charge #: 003	415(2)	M	08/16/2012	
Arrest:	SBPD - San Bruno Police Department			

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number	NM413792B
Court	Criminal
Date Assigned	09/27/2012

PARTY INFORMATION

Plaintiff	The People of the State of California
Defendant	LIAO, KEYI

DATE

EVENTS & ORDERS OF THE COURT

INDEX

09/27/2012	Conversion Event <i>MICPF: CASE SUBJECT TO THE CITATION PROCESSING FEE UPON CONVICTION.</i>	
09/28/2012	Conversion Event <i>SHRES: CASE SHIFTED FROM HEARING ON 10/01/2012 AT 9:00 A.M. IN DEPARTMENT AR OF SUPERIOR COURT NORTHERN BRANCH TO HEARING ON 10/01/2012 AT 9:00 A.M. IN DEPARTMENT 27 OF SUPERIOR COURT NORTHERN BRANCH .</i>	
10/01/2012	Conversion Event <i>HHELD: HEARING HELD ON 10/01/12 AT 9:00 A.M. IN SUPERIOR COURT NORTHERN BRANCH , D- 27 . HON. DONALD AYOOB, JUDGE , PRESIDING. CLERK: ALVIRA CASTRO . REPORTER: TERESA THOMAS . CLERK2: VALERIE HRONIS . DEPUTY D.A. BELLUOMINI . DEFENSE COUNSEL PRESENT: NONE .</i>	
10/01/2012	Conversion Event <i>HHMAR: MISDEMEANOR ARRAIGNMENT</i>	
10/01/2012	Conversion Event <i>APAFD: DEFENDANT NOT PRESENT, BUT IS REPRESENTED BY ATTORNEY CHRIS HALL .</i>	

CRIMINAL
CASE SUMMARY
CASE No. NM413792B

10/01/2012	Conversion Event <i>ARWVD:</i> <i>ARRAIGNMENT AND ADVICE OF RIGHTS WAIVED.</i>
10/01/2012	Conversion Event <i>PLCEB:</i> <i>DEFENDANT THROUGH HIS / HER COUNSEL ENTERS A PLEA OF NOT GUILTY TO COUNT 2 .</i>
10/01/2012	Conversion Event <i>APWPA:</i> <i>DEFENDANT'S WAIVER OF PERSONAL APPEARANCE FILED.</i>
10/01/2012	Conversion Event <i>WTIMJ:</i> <i>TIME WAIVED FOR JURY TRIAL.</i>
10/01/2012	Conversion Event <i>SHOTB:</i> <i>CASE CONTINUED TO 12/11/2012 AT 1:30 P.M. IN SOUTH SAN FRANCISCO IN DEPT. PT FOR PRETRIAL CONFERENCE .</i>
10/01/2012	Conversion Event <i>SHOTB:</i> <i>CASE CONTINUED TO 01/14/2013 AT 9:00 A.M. IN SOUTH SAN FRANCISCO IN DEPT. JT FOR JURY TRIAL. .</i>
10/01/2012	Conversion Event <i>MIENT:</i> <i>ENTERED BY VALERIE HRONIS ON 10/01/2012 .</i>
10/01/2012	Plea (Judicial Officer: SUPERIOR COURT JUDGE, SAN MATEO COUNTY) 002. PC647(B)-MISD-DISORDERLY CONDUCT:PROSTITUTION Not Guilty Charge #: 002 Allegation:
12/10/2012	Conversion Event <i>SHRES:</i> <i>CASE SHIFTED FROM HEARING ON 12/11/2012 AT 1:30 P.M. IN DEPARTMENT PT OF SUPERIOR COURT NORTHERN BRANCH TO HEARING ON 12/11/2012 AT 1:30 P.M. IN DEPARTMENT 29 OF SUPERIOR COURT NORTHERN BRANCH .</i>
12/11/2012	Conversion Event <i>HHELD:</i> <i>HEARING HELD ON 12/11/12 AT 1:30 P.M. IN SUPERIOR COURT NORTHERN BRANCH , D- 29 . HON. SUSAN JAKUBOWSKI, COURT COMMISSIONER , PRESIDING. CLERK: ALVIRA CASTRO . REPORTER: NIKI MAKELA , CLERK2: JANE TORRES . DEPUTY D.A. KECIA LIND . DEFENSE COUNSEL PRESENT: CHRIS HALL .</i>
12/11/2012	Conversion Event <i>HHPTC:</i> <i>PRE TRIAL CONFERENCE</i>
12/11/2012	Conversion Event <i>FDSPT:</i> <i>STIPULATION RE: JUDGE PRO TEMPORE HEARING MATTER.</i>
12/11/2012	Conversion Event <i>APAFD:</i> <i>DEFENDANT NOT PRESENT, BUT IS REPRESENTED BY ATTORNEY C. HALL .</i>

CRIMINAL
CASE SUMMARY
CASE No. NM413792B

12/11/2012	Conversion Event <i>APNAD:</i> <i>NEITHER ATTORNEY NOR DEFENDANT PRESENT WHEN MATTER HEARD ON THE RECORD.</i>
12/11/2012	Conversion Event <i>WTIMD:</i> <i>TIME CONTINUES TO BE WAIVED BY DEFENDANT/COUNSEL.</i>
12/11/2012	Conversion Event <i>MIINT:</i> <i>CANTONESE INTERPRETER ORDERED FOR NEXT APPEARANCE.</i>
12/11/2012	Conversion Event <i>MIVJT:</i> <i>JURY TRIAL SET ON 01/14/2013 AT 9:00 A.M. ORDERED VACATED.</i>
12/11/2012	Conversion Event <i>SHOTB:</i> <i>CASE CONTINUED TO 03/13/2013 AT 1:30 P.M. IN SOUTH SAN FRANCISCO IN DEPT. PT FOR PRETRIAL CONFERENCE. .</i>
12/11/2012	Conversion Event <i>SHOTB:</i> <i>CASE CONTINUED TO 04/08/2013 AT 9:00 A.M. IN SOUTH SAN FRANCISCO IN DEPT. JT FOR JURY TRIAL. .</i>
12/11/2012	Conversion Event <i>MIENT:</i> <i>ENTERED BY JANE TORRES ON 12/11/2012. .</i>
03/12/2013	Conversion Event <i>SHRES:</i> <i>CASE SHIFTED FROM HEARING ON 03/13/2013 AT 1:30 P.M. IN DEPARTMENT PT OF SUPERIOR COURT NORTHERN BRANCH TO HEARING ON 03/13/2013 AT 1:30 P.M. IN DEPARTMENT 27 OF SUPERIOR COURT NORTHERN BRANCH. .</i>
03/13/2013	Conversion Event <i>HHELD:</i> <i>HEARING HELD ON 03/13/13 AT 1:30 P.M. IN SUPERIOR COURT NORTHERN BRANCH, D- 27. HON. DONALD AYOOB, JUDGE, PRESIDING. CLERK: ALMA DELAROSA. REPORTER: TERESA THOMAS. CLERK2: KEVIN DUERRE. DEPUTY D.A. SAMANT. DEFENSE COUNSEL PRESENT: C. HALL. .</i>
03/13/2013	Conversion Event <i>HHPTC:</i> <i>PRE TRIAL CONFERENCE</i>
03/13/2013	Conversion Event <i>APAFD:</i> <i>DEFENDANT NOT PRESENT, BUT IS REPRESENTED BY ATTORNEY C. HALL. .</i>
03/13/2013	Conversion Event <i>MIVJT:</i> <i>JURY TRIAL SET ON 04/08/2013 AT 9:00 A.M. ORDERED VACATED.</i>
03/13/2013	Conversion Event <i>SHOTB:</i> <i>CASE CONTINUED TO 05/14/2013 AT 1:30 P.M. IN SOUTH SAN FRANCISCO IN DEPT. PT FOR PRE-TRIAL CONFERENCE AND TO SET. .</i>
03/13/2013	Conversion Event

CRIMINAL
CASE SUMMARY
CASE No. NM413792B

MIENT:
ENTERED BY KDUERRE ON 03/13/2013 .

05/13/2013 Conversion Event
SHRES:
CASE SHIFTED FROM HEARING ON 05/14/2013 AT 1:30 P.M. IN DEPARTMENT PT OF SUPERIOR COURT NORTHERN BRANCH TO HEARING ON 05/14/2013 AT 1:30 P.M. IN DEPARTMENT 29 OF SUPERIOR COURT NORTHERN BRANCH .

05/14/2013 Conversion Event
HHELD:
HEARING HELD ON 05/14/13 AT 1:30 P.M. IN SUPERIOR COURT NORTHERN BRANCH , D- 29 . HON. SUSAN JAKUBOWSKI, COURT COMMISSIONER , PRESIDING. CLERK: REBECCA HUERTA . REPORTER: NIKI MAKELA . CLERK2: TAMMY MAGILL . DEPUTY D.A. ALPANA SAMANT . DEFENSE COUNSEL PRESENT: CHRISTOPHER HALL .

05/14/2013 Conversion Event
HHPTE:
PRE TRIAL CONFERENCE AND TO SET

05/14/2013 Conversion Event
FDSPT:
STIPULATION RE: JUDGE PRO TEMPORE HEARING MATTER.

05/14/2013 Conversion Event
APAFD:
DEFENDANT NOT PRESENT, BUT IS REPRESENTED BY ATTORNEY C. HALL .

05/14/2013 Conversion Event
APNAD:
NEITHER ATTORNEY NOR DEFENDANT PRESENT WHEN MATTER HEARD ON THE RECORD.

05/14/2013 Conversion Event
WTIMD:
TIME CONTINUES TO BE WAIVED BY DEFENDANT/COUNSEL.

05/14/2013 Conversion Event
MIINT:
MANDARIN INTERPRETER ORDERED FOR NEXT APPEARANCE.

05/14/2013 Conversion Event
SHOTB:
CASE CONTINUED TO 07/10/2013 AT 1:30 P.M. IN SOUTH SAN FRANCISCO IN DEPT. PT FOR PRE-TRIAL CONFERENCE AND TO SET .

05/14/2013 Conversion Event
MIENT:
ENTERED BY T.MAGILL ON 05/14/2013 .

07/09/2013 Conversion Event
SHRES:
CASE SHIFTED FROM HEARING ON 07/10/2013 AT 1:30 P.M. IN DEPARTMENT PT OF SUPERIOR COURT NORTHERN BRANCH TO HEARING ON 07/10/2013 AT 1:30 P.M. IN DEPARTMENT 29 OF SUPERIOR COURT NORTHERN BRANCH .

07/10/2013 Conversion Event
HHELD:
HEARING HELD ON 07/10/13 AT 1:30 P.M. IN SUPERIOR COURT NORTHERN BRANCH , D- 29 . HON. SUSAN JAKUBOWSKI, COURT COMMISSIONER , PRESIDING. CLERK: ALVIRA CASTRO . REPORTER: NIKI MAKELA . CLERK2: KEVIN DUERRE . DEPUTY D.A. MOSHER . DEFENSE COUNSEL PRESENT: C. HALL .

CRIMINAL
CASE SUMMARY
CASE No. NM413792B

07/10/2013	Conversion Event HHPT: PRE TRIAL CONFERENCE AND TO SET
07/10/2013	Conversion Event FDSPT: STIPULATION RE: JUDGE PRO TEMPORE HEARING MATTER.
07/10/2013	Conversion Event APWAT: DEFENDANT APPEARED WITH ATTORNEY SALEHIEH.
07/10/2013	Conversion Event APFCR: DEFENSE ATTORNEY APPEARED FOR ATTORNEY OF RECORD C. HALL.
07/10/2013	Conversion Event WTIMD: TIME CONTINUES TO BE WAIVED BY DEFENDANT/COUNSEL.
07/10/2013	Conversion Event MIINT: MANDARIN INTERPRETER ORDERED FOR NEXT APPEARANCE.
07/10/2013	Conversion Event SHOTA: CASE CONTINUED TO 10/07/2013 AT 1:30 P.M. IN REDWOOD CITY IN DEPT. PT FOR PRE-TRIAL CONFERENCE AND TO SET.
07/10/2013	Conversion Event MIENT: ENTERED BY KDUERRE ON 07/10/2013.
10/04/2013	Conversion Event SHRES: CASE SHIFTED FROM HEARING ON 10/07/2013 AT 1:30 P.M. IN DEPARTMENT PT OF SUPERIOR COURT SOUTHERN BRANCH TO HEARING ON 10/07/2013 AT 1:30 P.M. IN DEPARTMENT 5 OF SUPERIOR COURT SOUTHERN BRANCH.
10/07/2013	Conversion Event HHELD: HEARING HELD ON 10/07/13 AT 1:30 P.M. IN SUPERIOR COURT SOUTHERN BRANCH, D- 5. HON. MARTA S DIAZ, JUDGE, PRESIDING, CLERK: LESLIE SCHNEDIER. REPORTER: CARRIE SEARS. CLERK2: REBECCA HUERTA. DEPUTY D.A. HAHN. DEFENSE COUNSEL PRESENT: C. HALL.
10/07/2013	Conversion Event HHPTC: PRE TRIAL CONFERENCE
10/07/2013	Conversion Event HHPT: PRE TRIAL CONFERENCE AND TO SET
10/07/2013	Conversion Event INTSW: MANDARIN LANGUAGE INTERPRETER MA DULY SWORN.
10/07/2013	Conversion Event APWAT: DEFENDANT APPEARED WITH ATTORNEY HALL.

CRIMINAL
CASE SUMMARY
CASE No. NM413792B

10/07/2013	Conversion Event <i>MIINT:</i> <i>MANDARIN INTERPRETER ORDERED FOR NEXT APPEARANCE.</i>
10/07/2013	Conversion Event <i>SHOTA:</i> <i>CASE CONTINUED TO 02/10/2014 AT 9:05 A.M. IN REDWOOD CITY IN DEPT. JT FOR JURY TRIAL .</i>
10/07/2013	Conversion Event <i>MIENT:</i> <i>ENTERED BY REBECCA HUERTA ON 10/07/2013 .</i>
01/27/2014	Conversion Event <i>SHSET:</i> <i>APPEARANCE SET ON 02/03/2014 AT 2:00 P.M. IN SUPERIOR COURT SOUTHERN BRANCH DEPT. PH FOR MOTION TO CONTINUE TRIAL AT REQUEST OF ATTY: CHRISTOPHER C. HALL .</i>
01/27/2014	Conversion Event <i>FDMIS:</i> <i>MOTION TO CONTINUE TRIAL FILED.</i>
01/31/2014	Conversion Event <i>SHRES:</i> <i>CASE SHIFTED FROM HEARING ON 02/03/2014 AT 2:00 P.M. IN DEPARTMENT PH OF SUPERIOR COURT SOUTHERN BRANCH TO HEARING ON 02/03/2014 AT 2:00 P.M. IN DEPARTMENT 25 OF SUPERIOR COURT SOUTHERN BRANCH .</i>
02/03/2014	Conversion Event <i>HHELD:</i> <i>HEARING HELD ON 02/03/14 AT 2:00 P.M. IN SUPERIOR COURT SOUTHERN BRANCH , D- 25 . HON. JOSEPH C SCOTT, JUDGE , PRESIDING. CLERK: LINDA MAKELA . REPORTER: JOCELYNE FAKHOURI . CLERK2: NONE . DEPUTY D.A. VIELMAN-REEVES . DEFENSE COUNSEL PRESENT: HALL .</i>
02/03/2014	Conversion Event <i>HHMCT:</i> <i>MOTION TO CONTINUE TRIAL</i>
02/03/2014	Conversion Event <i>APAFD:</i> <i>DEFENDANT NOT PRESENT, BUT IS REPRESENTED BY ATTORNEY HALL .</i>
02/03/2014	Conversion Event <i>WTIMD:</i> <i>TIME CONTINUES TO BE WAIVED BY DEFENDANT/COUNSEL.</i>
02/03/2014	Conversion Event <i>SHOTA:</i> <i>CASE CONTINUED TO 04/21/2014 AT 9:05 A.M. IN REDWOOD CITY IN DEPT. JT FOR JURY TRIAL .</i>
02/03/2014	Conversion Event <i>MIVJT:</i> <i>JURY TRIAL SET ON 02/10/2014 AT 9:05 A.M. ORDERED VACATED.</i>
02/03/2014	Conversion Event <i>MIENT:</i> <i>ENTERED BY LMAKELA ON 02/03/2014 .</i>
04/10/2014	Conversion Event <i>FDMIS:</i>

CRIMINAL
CASE SUMMARY
CASE No. NM413792B

NOTICE OF MOTION AND MOTION TO SEVER DEFENDANTS FILED.

04/10/2014	Conversion Event <i>FDMPs:</i> <i>PROOF OF SERVICE FILED.</i>
04/10/2014	Conversion Event <i>OTHER:</i> <i>NOTION NOT FILED TIMELY</i>
04/18/2014	Conversion Event <i>SHRES:</i> <i>CASE SHIFTED FROM HEARING ON 04/21/2014 AT 9:05 A.M. IN DEPARTMENT JT OF SUPERIOR COURT SOUTHERN BRANCH TO HEARING ON 04/21/2014 AT 9:05 A.M. IN DEPARTMENT 5 OF SUPERIOR COURT SOUTHERN BRANCH .</i>
04/21/2014	Conversion Event <i>HHELD:</i> <i>HEARING HELD ON 04/21/14 AT 9:05 A.M. IN SUPERIOR COURT SOUTHERN BRANCH , D- 5 . HON. MARTA S DIAZ, JUDGE , PRESIDING. CLERK: TAMMY MAGILL . REPORTER: UNREPORTED , CLERK2: NONE , DEPUTY D.A. KRISTIN COLEMAN . DEFENSE COUNSEL PRESENT: CHRISTOPHER HALL .</i>
04/21/2014	Conversion Event <i>HHTRJ:</i> <i>JURY TRIAL</i>
04/21/2014	Conversion Event <i>APWAT:</i> <i>DEFENDANT APPEARED WITH ATTORNEY CHRISTOPHER HALL .</i>
04/21/2014	Conversion Event <i>MOTFA:</i> <i>MOTION OF JOINT COUNSEL FOR A CONTINUANCE IS GRANTED.</i>
04/21/2014	Conversion Event <i>MOTFA:</i> <i>MOTION OF DEFENSE FOR TO SEVER IS GRANTED.</i>
04/21/2014	Conversion Event <i>WTIMD:</i> <i>TIME CONTINUES TO BE WAIVED BY DEFENDANT/COUNSEL.</i>
04/21/2014	Conversion Event <i>MIINT:</i> <i>MANDARIN INTERPRETER ORDERED FOR NEXT APPEARANCE.</i>
04/21/2014	Conversion Event <i>SHOTA:</i> <i>CASE CONTINUED TO 09/08/2014 AT 9:05 A.M. IN REDWOOD CITY IN DEPT. JT FOR JURY TRIAL .</i>
04/21/2014	Conversion Event <i>MIENT:</i> <i>ENTERED BY S.BUCHANAN ON 04/21/2014 .</i>
09/05/2014	Conversion Event <i>SHRES:</i> <i>CASE SHIFTED FROM HEARING ON 09/08/2014 AT 9:05 A.M. IN DEPARTMENT JT OF SUPERIOR COURT SOUTHERN BRANCH TO HEARING ON 09/08/2014 AT 9:05 A.M. IN DEPARTMENT 12 OF SUPERIOR COURT SOUTHERN BRANCH .</i>

CRIMINAL
CASE SUMMARY
CASE No. NM413792B

09/08/2014	Jury Trial (9:05 AM) <i>Added for JBSIS disposition stats</i>
09/08/2014	Conversion Event <i>HHELD:</i> <i>HEARING HELD ON 09/08/14 AT 9:05 A.M. IN SUPERIOR COURT SOUTHERN BRANCH, D- 12 . HON. ELIZABETH M HILL, JUDGE , PRESIDING. CLERK: VALERIE HRONIS. REPORTER: CHRIS PEREZ . CLERK2: NONE . DEPUTY D.A. AMARRA LEE . DEFENSE COUNSEL PRESENT: CHRISTOPHER HALL .</i>
09/08/2014	Conversion Event <i>SEFCR:</i> <i>\$165.00 RESTITUTION FUND PAID THROUGH THE CLERKS OFFICE.</i>
09/08/2014	Conversion Event <i>HHTRJ:</i> <i>JURY TRIAL</i>
09/08/2014	Conversion Event <i>SEFCS:</i> <i>\$40.00 COURT SECURITY FEE PAID THROUGH THE CLERK'S OFFICE ON 09/08/2014 RECEIPT NUMBER 41-0005 .</i>
09/08/2014	Conversion Event <i>APWAT:</i> <i>DEFENDANT APPEARED WITH ATTORNEY CHRISTOPHER HALL .</i>
09/08/2014	Conversion Event <i>SEFCC:</i> <i>CRIMINAL CONVICTION FEE OF \$30.00 PAID THROUGH THE CLERK'S OFFICE ON 09/08/2014 RECEIPT NUMBER 41-0005 .</i>
09/08/2014	Conversion Event <i>AMCDF:</i> <i>COMPLAINT AMENDED ORALLY.</i>
09/08/2014	Conversion Event <i>AMABC:</i> <i>COMPLAINT AMENDED TO ADD COUNT 3 : MISDEMEANOR, VIOLATION OF PC 415 (2) , ON MOTION OF THE PROSECUTION.</i>
09/08/2014	Conversion Event <i>WRAAB:</i> <i>ARRAIGNMENT WAIVED ON THE AMENDED COMPLAINT.</i>
09/08/2014	Conversion Event <i>PLPLF:</i> <i>DEFENDANT ENTERED A PLEA OF NOLO CONTENDERE TO COUNT 3 IN AMENDED COMPLAINT.</i>
09/08/2014	Conversion Event <i>FDWOR:</i> <i>DEFENDANT IS ADVISED OF, UNDERSTANDS, AND KNOWINGLY AND VOLUNTARILY WAIVES ALL THE FOLLOWING RIGHTS: WAIVES THE RIGHT TO COUNSEL; TO TRIAL BY JURY; TO CONFRONT AND CROSS-EXAMINE ADVERSE WITNESSES; THE PRIVILEGE AGAINST SELF-INCRIMINATION. THE COURT FINDS THAT THE DEFENDANT UNDERSTANDS THE NATURE OF THE CHARGES, THE ELEMENTS OF THE OFFENSE, THE DEFENSE THERETO, THE CONSEQUENCES OF PLEAS AND THE RANGE OF PENALTIES THERETO. WAIVER OF RIGHTS SIGNED.</i>
09/08/2014	Conversion Event <i>CDFAD:</i> <i>COUNT 2 DISMISSED ON MOTION OF THE PROSECUTION. REASON FOR DISMISSAL</i>

CRIMINAL
CASE SUMMARY
CASE NO. NM413792B

OR DISCHARGE: NEGOTIATED PLEA.

09/08/2014	Conversion Event <i>WTSTB: TIME WAIVED FOR SENTENCING.</i>
09/08/2014	Conversion Event <i>ARWFS: DEFENDANT WAIVES FORMAL ARRAIGNMENT FOR SENTENCING.</i>
09/08/2014	Conversion Event <i>MIINW: INTERPRETER WAIVED BY DEFENDANT/COUNSEL.</i>
09/08/2014	Conversion Event <i>SESCB: COUNT 3 IMPOSITION OF SENTENCE SUSPENDED. DEFENDANT IS PLACED ON COURT PROBATION FOR 0 YEARS; 3 MONTHS; 0 DAYS.</i>
09/08/2014	Conversion Event <i>SEOAL: OBEY ALL LAWS. FOLLOW ALL ORDERS OF THE COURT/PROBATION OFFICER AND REPORT AS DIRECTED. NOTIFY THE COURT/PROBATION OFFICER IMMEDIATELY OF ANY CHANGE OF RESIDENCE ADDRESS.</i>
09/08/2014	Conversion Event <i>SERET: DEFENDANT ORDERED TO PAY \$165.00 TO STATE RESTITUTION FUND. THIS PAYMENT IS A CONDITION OF PROBATION</i>
09/08/2014	Conversion Event <i>SEFEF: COURT OPERATIONS ASSESSMENT(S) FEE(S) OF \$40.00 ORDERED PAID.</i>
09/08/2014	Conversion Event <i>SECCA: CRIMINAL CONVICTION ASSESSMENT OF \$30.00 ORDERED TO BE PAID.</i>
09/08/2014	Conversion Event <i>SEPRC: DEFENDANT TO PAY FINE AND ASSESSMENTS THROUGH MUNICIPAL COURT CLERK'S OFFICE.</i>
09/08/2014	Conversion Event <i>SESEG: DEFENDANT GRANTED A STAY TO PAY FINE ON OR BEFORE 10/22/2014 .</i>
09/08/2014	Conversion Event <i>SEACP: DEFENDANT ACCEPTED TERMS AND CONDITIONS OF PROBATION.</i>
09/08/2014	Conversion Event <i>MIASE: ALL SENTENCE ELEMENTS FOR THIS PROCEEDING ENTERED.</i>
09/08/2014	Conversion Event <i>MIENT: ENTERED BY S.BUCHANAN ON 09/08/2014 .</i>
09/08/2014	Disposition 002. PC647(B)-MISD-DISORDERLY CONDUCT:PROSTITUTION Dismissal: Negotiated Plea

CRIMINAL
CASE SUMMARY
CASE No. NM413792B

Charge #: 002 Allegation:

09/08/2014

Disposition

003. PC415(2)-MISD-DISTURB ANOTHER/LOUD AND UNREASONABLE NOISE
Pled Nolo Contendere
Charge #: 003 Allegation:

09/08/2014

Plea (Judicial Officer: SUPERIOR COURT JUDGE, SAN MATEO COUNTY)

003. PC415(2)-MISD-DISTURB ANOTHER/LOUD AND UNREASONABLE NOISE
No Contest / Nolo Contendere
Charge #: 003 Allegation:

09/08/2014

Sentenced

003. PC415(2)-MISD-DISTURB ANOTHER/LOUD AND UNREASONABLE NOISE
08/16/2012 (M) 415(2) (PC4152)
Charge #: 003 Allegation:

Probation

Type: Court - Summary Probation
Start Date: 09/08/2014
Term: 0 Year, 3 Months, 0 Day
End Date: 12/07/2014
Status: Active (Active)
Status Date: 09/08/2014

02/09/2015

Conversion Event

*FDCII:
CII FORWARDED TO ARRESTING AGENCY.*



ROSEVILLE POLICE DEPARTMENT
1051 Junction Boulevard, Roseville, CA 95678
(916) 746-1069

MESSAGE BUSINESS PERMIT APPLICATION-NEW

Permit #: 07-1872

All information requested on this application is required. Applications can take up to 45 days to process. Incomplete applications will be rejected, delaying issuance of a Massage Business Permit. **It is unlawful for any new applicant to provide massage services without first obtaining a Massage Business Permit.**

YOU ARE REQUIRED TO SUBMIT THE FOLLOWING DOCUMENTS WITH YOUR APPLICATION:

✓ 1.	Current California Driver's License or other government issued photo identification with proof that applicant is over the age of eighteen (18) years.
✓ 2.	Current photo, to be taken by Roseville Police Department
✓ 3.	\$28.00 Non-refundable application fee (Exact cash or check payable to the City of Roseville)
4.	\$32 Department of Justice fee + \$17.00 Non-refundable LiveScan fingerprint fee (LiveScan office available at Roseville Police Department)
5.	\$17.00 Non-refundable FBI fee if applicant is business owner, sole proprietor or independent contractor
✓ 6.	Current Roseville Business License
✓ 7.	Zoning Approval from the Planning Department
✓ 8.	Proof of successful completion from an approved school of massage with a resident course of study not less than 125 hours of learning of such course of study. (If applicable)
✓ 9.	Proof of liability insurance policy – minimum coverage \$1000,000.00
✓ 10.	Copy of the rental lease where the massage business is located. (If applicable)
✓ 11.	Copy of partnership agreement (if any) with complete name, address and names of all partners, whether partnership is general or limited.
✓ 12.	Corporation: Provide date of incorporation, evidence corporation is in good standing under laws of California, the names and capacities of all officers, directors and name of registered corporate agent and the address of the registered agent for service of process.

“Review City Municipal Code, Title 9 Health and Safety, Chapter 9.10. “Massage Services”

Applicant Name KEYI LIAO

All other names used, including nicknames: _____

Date of Birth [REDACTED] Age [REDACTED] Place of Birth [REDACTED]

☐ Male ☒ Female

Height [REDACTED] Weight [REDACTED] Hair BLK Eyes BROWN

Scars, tattoos, or other distinguishing marks _____

Driver's License/ID [REDACTED] Social Security [REDACTED]

Present Residence Address _____

Street _____ City _____ State _____ Zip _____

Home Phone (____) _____

Cell Phone [REDACTED]

City of Roseville Police Department
MESSAGE BUSINESS PERMIT APPLICATION
Page 2 of 4

Name KEYI LIAO

Email Address [REDACTED]

Work e-mail, if different _____

REQUIRED: Business name and address of massage establishment you will be working at:

ROSEVILLE SPA REMEDY 1725 SANTA CLARA DR #120, 95661
Establishment Name Address

Massage establishment phone # (916) 772-1772 Owner/Mgr AIFENG QIN

Designated Manager(s)

Name [REDACTED] Phone [REDACTED]

Residential Address [REDACTED]

Name Keyi Liao Phone [REDACTED]

Residential Address _____

Applicant's Residence Address past five (5) years. (Begin with current address.)

[REDACTED]

Employment history last five (5) years. (Begin with the current or most recent; include address & phone.)

[REDACTED]

Do you now hold, or have you ever previously held, a permit for massage therapy or similar business?

☒ Yes ☐ No

If "Yes", explain when and where CALIFORNIA BPPE APPROVED 250HR
PROGRAM IN TUI-NA MASSAGE THERAPY [REDACTED]

Have you ever had a permit/license suspended or revoked (for any reason)? ☐ Yes ☒ No

If "Yes", provide explanation _____

Have you ever been convicted of a felony? ☐ Yes ☒ No

If "Yes", provide explanation _____

MESSAGE BUSINESS PERMIT APPLICATION

Page 3 of 4

Have you ever been convicted of a misdemeanor involving moral turpitude? ☐ Yes ☒ No

What is "Moral Turpitude"? Moral turpitude is a legal concept in the United States that refers to the gross violation of standards of moral conduct. Conviction of crimes of moral turpitude may disqualify someone from an employment opportunity. Some examples of crimes involving "moral turpitude" include: grand theft, perjury, vice crimes, bigamy, rape, arson, blackmail, embezzlement, fraud, robbery, prostitution, murder, voluntary manslaughter, narcotic sales and falsifying a crime report. Liquor law violations and disorderly conduct do not fall under this classification.

Are you presently, or have you ever been, on informal/formal probation or parole in California or elsewhere? ☐ Yes ☒ No

If yes to any of the above two questions, provide all details, including probation/parole officer's name, office address and phone number.

Provide three (3) character references other than immediate family members (name, address & phone)

Are you now, or were you ever, a user of illegal narcotics/dangerous drugs? ☐ Yes ☒ No

Do you have a problem associated with excessive use of alcohol or drugs? ☐ Yes ☒ No

If your answer is yes, provide explanation:

Do you now have any communicable disease or skin infection? ☐ Yes ☒ No

I give permission to allow a background investigation to verify the information provided.

☒ YES INITIAL K L

CHANGES OF ANY KIND TO THE INFORMATION PROVIDED ON THIS APPLICATION MUST BE REPORTED TO THE ROSEVILLE POLICE DEPARTMENT IN WRITING WITHIN TEN (10) CALENDAR DAYS.

PERMIT MUST BE RENEWED FIFTEEN (15) BUSINESS DAYS PRIOR TO EXPIRATION.

City of Roseville Police Department
MASSAGE BUSINESS PERMIT APPLICATION
Page 4 of 4

Name KEYI LIAO

I, the undersigned applicant, hereby certify under penalty of perjury that the answers and statements I have made on all pages of this application and in all supporting documents are true, correct and complete to the best of my knowledge and belief. I understand that any information misrepresented or intentionally omitted will result in automatic denial of this application, and/or revocation of the permit, and may subject me to criminal prosecution. I have read and understand the applicable sections of the Roseville Municipal Code as it applies to massage establishments and agree to abide by such ordinances. **Please sign in front of City of Roseville witness.**

KEYI LIAO
APPLICANT: Signature

KEYI LIAO
Print name

7-18-18
Date


TRANSLATOR: Signature


Print name


Phone #


CITY REPRESENTATIVE: Signature

Donna Castro
Print name

7/19/18
Date

▽ FOR POLICE DEPARTMENT USE ONLY ▽

- ☒ Driver's License or other government issued photo identification (attach copy)
- ☒ City Business License (attach copy)
- ☒ Application Fees Paid (City of Roseville \$28)
- ☒ Diploma/Certificate of Graduation – Min. training 125 hrs.
- ☒ FBI Check Fee \$17 / DOJ Check Fee \$32 / LiveScan Fee \$17
- ☒ Proof of Liability Insurance
- ☒ Copy of Rental Lease
- ☒ Photograph
- ☒ LERMS
- ☒ APOLLO
- ☒ Sac Co KPF
- ☒ LiveScan Results
- ☒ DMV
- ☒ Planning Dept. Zoning Approval



COUNCIL COMMUNICATION

CC #: 9510

File #: 0113-02

Title: Community Development Block Grant 2017 Consolidated Annual Performance and Evaluation Report
Contact: Danielle Foster 916-774-5446 dfoster@roseville.ca.us

Meeting Date: 9/19/2018

Item #: 8.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

- 1) Hold a Public Hearing and receive public comment regarding the City's 2017 Consolidated Annual Performance and Evaluation Report (CAPER); and
- 2) Adopt a resolution approving the City's 2017 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 the goals identified in the 2015–2020 Consolidated Plan/Five-Year Strategic Plan.

Over the last year, the Housing Division assisted 4,780 low income persons, and 40 low income households through the use of CDBG and other housing and community development funds.

During fiscal year 2017-18, \$1,992,300 from federal, state, and local funding sources was spent for blight removal, housing rehabilitation, public facilities, parks, public services, affordable housing, homebuyer assistance, and homeless shelter and prevention services.

In this same time period, the Housing Authority's Housing Choice Voucher Program (federal rental assistance program) assisted 628 households with \$4.1 million in rental subsidies.

As part of the City's efforts to improve housing opportunities and access for all residents of our community. Area cities, including Roseville, counties and housing authorities throughout the Sacramento Valley are collaborating on a regional housing study to better understand the barriers to housing and the choices and tradeoffs people make when finding housing. The goal is to help communities improve housing opportunities for all residents, in a way that best fits the community and its local needs. In 2017, this effort kicked off with the creation of a website and the release of a survey. The website can be found at: <http://sacramentovalleyfairhousingcollaborative.com/>. The survey is available in six languages and is available now until the end of October at: https://www.roseville.ca.us/news/what_s_happening_in_roseville/tell_us_your_housing_story

HUD-allocated CDBG funds have benefitted lower income households in Roseville through blight removal, housing rehabilitation, public facilities, parks, public services, and homeless shelter and prevention services. 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, 2018. The table lists the individual activities funded by CDBG exclusively, including the amount expended and number of households assisted during program year 2017-18.

ACTIVITY	Fiscal Year Expenditures	Persons/ Households Assisted
Housing Rehabilitation Program	166,119.43	5
Lead-based Paint/Lead Hazards Testing/Abatement	615.00	1
Paint Program	4,876.85	6
Subtotal Housing	171,611.28	12
Johnson Pool ADA Improvements - Design and Engineering	34,235.38	0
Maureen's House Improvements (AMI Housing)	50,768.25	19
The Gathering Inn A/C Unit Replacement	22,550.00	690
Weber Park Lighting	4,450.00	2,605
Subtotal Public Facilities	112,003.63	3,314
AMIH - Housing Supportive Services	13,355.00	19
Kids First - Family Mental Wellness	13,355.00	15
Seniors First - Meals on Wheels	8,460.00	90
Saint Vincent de Paul Society - BAGS Program	13,355.00	89
Stand Up Placer, Inc. - Roseville Victims Services Programs	13,355.00	358
The Gathering Inn - Emergency Overnight Homeless Shelter	13,355.00	690
The Gathering Inn - Mental Health Clinician	13,357.00	205
Subtotal Public Services (15% cap)	88,592.00	1,466
134 Main Street - Business Relocation	37,667.51	0
Subtotal Blight Removal	37,667.51	0
Program Administration	118,765.60	
<i>= 16.2% of annual award and program income</i>		
Subtotal Administration (20% cap)	118,765.60	
GRAND TOTAL	\$ 528,640.02	4,792
	-	-
2017-18 Annual Award	590,613.00	
2017-18 Program Income Received	140,827.22	

The full CAPER document is provided with this report (see Attachment 1), and includes the following:

- progress information towards completion of the City's Five-Year Strategic Plan goals;

- a description of the resources made available towards goals;
- 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 CAPER was available for public review during a 15-day public comment period that began Tuesday September 4, 2018, and ends at the conclusion of this public hearing on September 19, 2018. A Public Notice was published in the Roseville Press Tribune on Friday, August 31, 2018. The notice was in English and Spanish.

Public comments with City responses will be included in the CAPER when submitted to HUD for review. To date, no comments have been received.

FISCAL IMPACT

There are no General Funds used for the CAPER. Funding towards these community goals 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 while also fulfilling CDBG goal 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 \$528,640 of CDBG funding contributed to the creation of five and three-quarters (5.75) additional job-years in the local workforce.

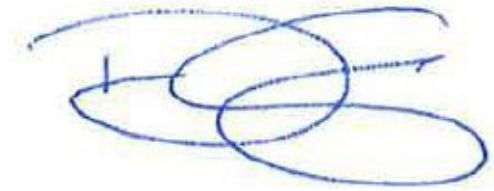
ENVIRONMENTAL REVIEW

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)). Approving the 2017 CAPER report does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Danielle Foster, Housing Manager

Laura Matteoli, Acting Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-389

2017 CAPER Document

RESOLUTION NO. 18-389

APPROVING THE 2017 CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT (CAPER) AND AUTHORIZING THE ACTING ECONOMIC
DEVELOPMENT DIRECTOR TO SUBMIT THE CDBG 2017 CAPER TO THE U.S.
DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD)

WHEREAS, the 2017 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 19, 2018 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 2017 Consolidated Annual Performance and Evaluation Report is hereby approved;

BE IT FURTHER RESOLVED that the Acting Economic Development Director is authorized to submit the Community Development Block Grant 2017 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 _____ 2018, by the following vote on roll call:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The 2017 Consolidated Annual Performance and Evaluation Report (CAPER) constitutes the reporting period from July 1, 2017 to June 30, 2018, the third year of the five-year 2015-2020 Consolidated Planning period. The City of Roseville received an entitlement allocation of \$590,613 in Community Development Block Grant (CDBG) funds for the 2017 Program Year (PY). The City also received \$140,827 in program income and carried over \$646,033 in prior year CDBG funds for a total program budget of \$1,377,473. The City expended \$528,640 leaving a balance of \$848,833.

Over the last year, the Housing Division has assisted 4,780 low income persons, and 40 low income households through the use of CDBG and other housing and community development funds. During fiscal year 2017-18, \$1,992,300 from federal, state, and local funding sources was spent for blight removal, housing rehabilitation, public facilities, parks, public services, affordable housing, home buyer assistance, and homeless shelter and prevention services.

Also in the last year, the Housing Authority's Housing Choice Voucher Program (federal rental assistance program) assisted 628 households with \$4.1 million in rental subsidies.

CDBG has benefitted lower income households in Roseville through blight removal, housing rehabilitation, public facilities, parks, public services, and homeless shelter and prevention services. These funds also provide funding for Housing Division administrative expenses to manage these programs.

The City uses 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 2017 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	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Housing and Services to Special Needs Populations	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$75,237	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	7,170	2,436	34%	845	1,447	171%
Housing and Services to Special Needs Populations	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$13,355	Homeless Person Overnight Shelter	Persons Assisted	500	1,065	213%	475	690	145%
Lead-Based Paint	Affordable Housing	CDBG: \$365	Homeowner Housing Rehabilitated	Household Housing Unit	25	4	16%	5	1	20%
Preservation of Affordable Housing	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$50,000	Homeowner Housing Rehabilitated	Household Housing Unit	75	36	48%	25	12	48%
Production of Affordable Rental Housing	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$160,000	Rental units constructed	Household Housing Unit	40	0	0%	65	0	0%

Public Facilities and Improvements	Non-Housing Community Development	CDBG: \$123,989	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	16,205	13,335	82%	3,080	3,295	107%
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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 2017-18.

The City improved 21 housing units using CDBG, addressing moderate to 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 5,427 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 2017 Program Year.

During the 2017 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.
- Reached substantial completion of 58 affordable rental housing units 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.

- Coordinated the Point in Time Count for South Placer, including the City of Roseville. This was in coordination with the overall HRCS effort, to gain comprehensive information about Placer County homeless individuals and families.
- Relocated a business and demolished a blighted building in Historic Old Town to make way for new affordable housing.
- Completed design and engineering for Johnson Pool accessibility improvements.
- Installed lighting in Weber Park.
- Improved facilities for The Gathering Inn and AMI Housing through minor rehabilitation work.
- Provided essential services to high need populations including homeless, seniors, disabled persons, youth, and victims of human trafficking and domestic violence.

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	1945
Black or African American	150
Asian	42
American Indian or American Native	91
Native Hawaiian or Other Pacific Islander	19
Total	2,247
Hispanic	277
Not Hispanic	1,970

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 are 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. The City's greatest obstacle to meeting underserved needs within the community continues to be lack of resources given budget reductions at the Federal, State and local levels.

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	1,377,473	528,640
HUD-VASH	HUD-VASH	100,000	100,000
HCVs	HUD	\$4,100,000	\$4,100,000

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
N/A			

Table 4 – Identify the geographic distribution and location of investments

Narrative

Based on the 2006-2010 American Community Survey (ACS) data collected by HUD, the City’s “upper quartile” for 2017 was 35.40%. There are no census tracts within the City which contain 51% or more Low-Moderate Income (LMI) households.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City has actively sought funding sources in addition to CDBG to leverage its resources. In addition to CDBG, these were some of the funds that were available for use during the Program Year: CalHome, HOME, Housing Choice Voucher Section 8 Rental Assistance, Redevelopment Low-Moderate Income Housing Funds, Local Housing Trust Funds, 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. In 2017 the City expended \$180,340 of the award to assist First-Time Homebuyers, and \$448,934 to assist owner occupants with moderate and substantial rehabilitation, for a total expenditure of \$629,274 in HOME funding.

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 were substantially complete by the end of the program year. They should be fully completed and occupied in the fall of 2018.

The City has 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. These funds will be used in combination with CDBG funding allocated to complete improvements in 2018.

The City was awarded \$125,000 from the Sutter Hospital Getting to Zero grants program for local Homeless Prevention and Rapid Rehousing services that matched \$250,000 of former Redevelopment Low-Moderate Housing funds. These resources were awarded to three local collaborative non-profit grant applications and are providing funding to prevent homelessness (utility bills, healthcare costs, car repair, etc.) or to help re-house a household (deposit, application, fees, etc.).

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	26
Number of Non-Homeless households to be provided affordable housing units	27	607
Number of Special-Needs households to be provided affordable housing units	6	18
Total	57	651

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	600	628
Number of households supported through The Production of New Units	30	0
Number of households supported through Rehab of Existing Units	10	23
Number of households supported through Acquisition of Existing Units	3	0
Total	643	651

Table 6 – 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
Extremely Low-income	11
Low-income	7
Moderate-income	9
Total	27

Table 7 – 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 proceeds, Local Housing Trust Funds, and funds from the former Redevelopment Agency.

The housing market is still recovering from the slowdown in housing production during the recent recession. Housing vacancy is between 2-3 percent in Roseville, decreasing the supply of affordable housing and increasing rents.

Affordable housing 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. 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: A couple years ago, the police department created the Social Services Unit (SSU). 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 within the Continuum of Care. The success of this work is reflected in an 18% reduction in homelessness between the 2017 and 2018 Point In Time Count. These efforts will be further augmented through the City-County Partnership that is creating a homeless outreach worker position.

Point in Time Count: The City of Roseville Social Services Unit and Housing staff actively participated in the 2018 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. Roseville assisted in the overall coordination of all of South Placer County.

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 60-90 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 to 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 (HRCS); 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 10-25 beds can be expended 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 for short-term and extreme circumstances; 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 of 27 units with 93 beds through its family housing in converted motel units, many families are smaller and do not use all available beds provided within individual units.

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 motel 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 fourteenth 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)

In 2017, the City rehabilitated and leased-up 19 units of permanent supportive housing units for individuals with mental illness using state Mental Health Services Act funding. Two new communities will be leasing up in 2018. In the first two years of the five-year plan, the City developed over 500 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 2017 Program Year the City provided funding for the following activities that addressed priority special needs populations:

- 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.
- Seniors First and BAGS offered nutrition for seniors and disabled persons.

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 2017 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)

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. Staff regularly receives Fair Housing and diversity training.

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.

AFFH Plan Efforts: Area cities, including the City of Roseville, counties and housing authorities throughout the Sacramento Valley Region are collaborating on a regional Analysis of Impediments. In 2017, this effort kicked off with the creation of a website and the release of a survey. The website can be found at:

<http://sacramentovalleyfairhousingcollaborative.com/>

The survey is available in six languages and is available now until the end of October 2018 at:

https://www.roseville.ca.us/news/what_s_happening_in_roseville/tell_us_your_housing_story

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 will monitor 2017-18 subrecipients in the fall and winter of 2018.

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.

The City will publish a notice in the Roseville Press Tribune on August 31, 2018 announcing the availability of the CAPER for public review, the public comment period, to whom comment should be submitted, and the schedule public hearing. Notice will also be published on the City's website.

The public was invited to comment during a minimum 15-day period, September 3 through September 19, 2018.

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 2017 CAPER.

A public hearing was held before the City Council on September 19, 2018 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 2017 CAPER.

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