



AGENDA

September 18, 2019

CITY COUNCIL MEETING

6:00 p.m.

Council Chambers
311 Vernon Street
Roseville, California
www.roseville.ca.us

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

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

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

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. MEETING PROCEDURES**
- 5. PRESENTATIONS**
 - 5.1. Proclamation - Constitution Week - September 17-23, 2019

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

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

5.2. Resolution - FamilyGreenSurvival Commendation

Commend FamilyGreenSurvival on their mission to provide healthy meals to those in need and wish them continued success in future endeavors.

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

6. PUBLIC COMMENTS

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

7.1. Exterior Lighting Maintenance and Repair (RFP 01-028) - Contract Purchase Agreements

Memo from Office Assistant Tisha Chinn and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-413 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CENTURY COMMERCIAL SERVICE DBA CENTURY LIGHTING & ELECTRIC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000021); and adopt RESOLUTION NO. 19-414 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND VASKO ELECTRIC INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000023). Staff recommends the award of contract purchase agreements to Vasko Electric and Century Commercial Service for exterior lighting maintenance and repair services. The total annual cost is \$300,000.00, \$150,000.00 per agreement, not to exceed annual budgeted amounts. The funding is included in the Facilities and Park Maintenance FY2019-20 budgets.

CC #: 0310

File #: 0203-04

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

7.2. Fire System Services - Contract Purchase Agreement

Memo from Office Assistant Tisha Chinn and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-406 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SIERRA BUILDING SYSTEMS, INC., A LOW VOLTAGE INTEGRATOR, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000012). Staff recommends approval of a contract purchase agreement with Sierra Building Systems Inc., a Low Voltage Integrator, to provide fire system

services in the amount of \$80,000.00. The agreement will provide the City with inspection, testing, maintenance, and repairs of fire systems on an as-needed basis at multiple locations. Funding for the agreement is included in the Building Maintenance and Facility Rehabilitation FY2019-20 budget. Staff requests authorization to utilize the four optional renewal years of the contract without further Council approvals until the contract expires, contingent upon budget approval each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

CC #: 0284

File #: 0203-13

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

7.3. Police K9 Purchase and Training - Service Agreement Renewal and Budget Adjustment

Memo from Administrative Analyst Shelly Bracco and Police Chief James Maccoun recommending the City Council adopt RESOLUTION NO. 19-415 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE AND JOHN RIBONI SPORT DOG TRAINING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S2004190); and adopt ORDINANCE NO. 6142 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends Council approve a service agreement renewal for the purchase of two additional police K9's, and adopt an ordinance to authorize a budget adjustment increasing the Police Department's FY2019-20 budget by \$20,000.00. The total cost of the service agreement renewal for the K9 purchase is \$48,000.00. Funding of \$28,000.00 is included in the FY2019-20 Police Department budget, and \$20,000.00 will be funded by the Supplemental Law Enforcement Services Fund. There will be no additional fiscal impact on the City's General Fund.

CC #: 0302

File #: 0203-12 & 0201-01

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

7.4. Vehicle Purchases (RFQ 10-3226 & RFQ 10-3227)

Memo from Fleet Manager Brian Craighead and Public Works Director Jason Shykowski recommending the City Council approve a purchase order to Oroville Ford, Inc. for five Ford F150 trucks utilizing RFQ 10-3226 in the amount of \$131,753.60; and approve a purchase order to Future Nissan, Inc. for five Nissan Frontier trucks utilizing RFQ 10-3227 in the amount of \$121,947.78; and approve a purchase order to Winner Chevrolet, Inc. for one Chevrolet Tahoe Special Services Vehicle utilizing RFQ 10-3229 in the amount of \$53,333.37. Funding for these vehicles is included in the FY2019-20 Auto Replacement budget.

CC #: 0296

File #: 0203-01

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

7.5. Asphalt Sealant and Filler - Annual Blanket Purchase Order

Memo from Street Maintenance Superintendent Jerry Dankbar and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-419 APPROVING A PURCHASE ORDER FOR ASPHALT SEALANT AND FILLER. Staff recommends authorization of an annual blanket purchase order to Crafcro Inc. for asphalt sealant and fillers. The Sourcewell cooperative purchasing contract is good through October 2, 2021, which will be utilized to purchase this sealant product. This contract allows for one optional renewal through October 2, 2022. The estimated purchase price for asphalt materials is \$125,000.00 annually. Funding is included in the Public Works Street Maintenance Division FY2019-20 budget. Pending future Council approved budgets, staff also requests authorization to continue utilizing the contract without further Council approvals until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest.

CC #: 0307

File #: 0203-13-01

CONTACT: Bill Shisler 916-774-5793 bshisler@roseville.ca.us

Resolutions

7.6. Community Development Block Grant - Labor Compliance Monitoring - On-Call Professional Services Agreement

Memo from Housing Manager Danielle Foster and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 19-399 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SILVEIRA CONSULTING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends that the City Council approve an on-call professional services agreement with Silveira Consulting, Inc. for the purpose of providing labor monitoring for four projects funded by the Community Development Block Grant (CDBG). The cost is \$36,927.50 and will be funded by CDBG funds. No General Fund resources will be used.

CC #: 0277

File #: 0709

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

7.7. Street Closure Request - Hot Pink Fun Run - September 29, 2019

Memo from Parks, Recreation & Libraries Superintendent Jeff Nereson and Assistant City Manager Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-410 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND PLACER BREAST CANCER FOUNDATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests closure of City streets as outlined in the requested resolution from 5:00 a.m. - 12:00 p.m.

for the Hot Pink Fun Run on Sunday, September 29, 2019. All costs associated with this event for City services will be reimbursed by the applicant.

CC #: 0293

File #: 0109-02

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

7.8. Street Closure Request - Celebrate Downtown Bridges and Trail Grand Opening Event - September 21, 2019

Memo from Recreation & Library Supervisor Scott Marchetti and Assistant City Manager Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-397 OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE CLOSING OF CERTAIN STREETS TO CELEBRATE THE DOWNTOWN BRIDGES AND TRAIL GRAND OPENING EVENT. Staff requests the closure of the following streets on Saturday, September 21, 2019 for the Celebrate Downtown Bridges and Trail Grand Opening event: Oak Street, between 411 Oak Street to the roundabout at Washington Boulevard from 6:30 a.m. – 3:00 p.m; South Grant Street between Oak Street and Vernon Street from 6:30 a.m. – 10:30 p.m; Crosswalks at Washington Boulevard north of the roundabout and Oak Street east of the roundabout from 6:30 a.m. – 3:00 p.m. The budget for the Downtown Celebration event is included in the Parks, Recreation & Libraries Department and the Alternative Transportation FY2019-20 budgets.

CC #: 0275

File #: 0109-02

CONTACT: Scott Marchetti 916-774-5971 smarchetti@roseville.ca.us

7.9. Business License Tax Compliance Services and Ordinance Study - Professional Services Agreement Amendment

Memo from Accounting Supervisor Nicholas Rosas and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-396 APPROVING A SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HDL SOFTWARE, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends amending the business license tax consulting services agreement with HdL Software LLC to add tax compliance services and a business license tax ordinance study. The cost of the compliance services is 35 percent (35%) of any additional business license tax revenue discovered and collected for the City's General Fund. The cost of the business license tax ordinance study will not exceed \$10,000.00. No additional General Fund resources are required to fund these additional services.

CC #: 0274

File #: 0210 & 0200

CONTACT: Nicholas Rosas 916-774-5314 nrosas@roseville.ca.us

7.10. Transmission Agency of Northern California Project Agreement Number 6

Memo from Electric Resource Analyst David Siao and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 19-412 APPROVING A TRANSMISSION AGENCY OF NORTHERN CALIFORNIA PROJECT AGREEMENT NO. 6, BETWEEN THE CITY OF ROSEVILLE AND TRANSMISSION AGENCY OF NORTHERN CALIFORNIA AND ITS PARTICIPATING MEMBERS AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The agreement includes a cost allocation which apportions to the City a 3 percent share of the Transmission Agency of Northern California's (TANC) costs of engagement in Transmission Owner (TO) rate cases. In FY2019-20, Roseville's share of TANC's budgeted cost for TO rate cases is approximately \$23,500.00. Funds are available in the Electric Department's FY2019-20 budget.

CC #: 0295

File #: 0800-03

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

7.11. Junction Boulevard and Park Regency Drive Signalization Project – Notice of Completion

Memo from Assistant Engineer Daniel Lierly and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-407 ACCEPTING THE PUBLIC WORK KNOWN AS JUNCTION BOULEVARD AND PARK REGENCY DRIVE SIGNALIZATION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The project installed a new traffic signal and multi-use path across Junction Boulevard. The final construction cost was \$338,566.86 and was fully funded with Transportation Development Act funds. No General Fund resources were used for this project.

CC #: 0287

File #: 0900-04-03

CONTACT: Daniel Lierly 916-746-1376 delierly@roseville.ca.us

7.12. Oak Ridge Drive Bridge Replacement Over Linda Creek Project - Property Acquisition and Temporary Construction Easements

Memo from Assistant Engineer Paul Anderson and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-416 APPROVING AN AGREEMENT FOR SALE OF REAL PROPERTY AND SEVEN TEMPORARY CONSTRUCTION EASEMENTS FOR THE OAK RIDGE DRIVE BRIDGE REPLACEMENT PROJECT. Staff requests approval of the purchase and sales agreement for the purchase of real property, and approve seven temporary construction easements (TCEs). These transactions are required in preparation for the replacement of the Oak Ridge Bridge over Linda Creek in 2020. The total purchase price for the one property acquisition and seven TCE's is \$26,400.00. All aspects of the project are fully funded by the federal Highway Bridge Program and toll credit funds. No General Fund resources will be used on this project.

CC #: 0303

File #: 1002 & 1002-06

CONTACT: Paul Anderson 916-746-1300 pranderson@roseville.ca.us

7.13. Street Name Change - Federico Drive to Earl Rush Drive

Memo from GIS Analyst Scott Miller and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-411 APPROVING THE RENAMING OF FEDERICO DRIVE TO EARL RUSH DRIVE. This item concerns a request from Westpark Communities and JMC Homes / Mourier Land Investment Company to change the name of Federico Drive to Earl Rush Drive within the Sierra Vista Specific Plan area. All costs associated with the street name change are paid by development, resulting in no impact to the City's General Fund.

CC #: 0294

File #: 0800-06

CONTACT: Scott Miller 916-774-5491 smiller@roseville.ca.us

7.14. Northwest Roseville Specific Plan Parcel 11, Breton Village - Notice of Completion

Memo from Construction Inspector Masoud Fayege and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-408 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS NWRSP PARCEL 11, BRETON VILLAGE PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 0288

File #: 0400-04-03-1

CONTACT: Masoud Fayege 916-774-5347 mfayege@roseville.ca.us

7.15. Fiddymment Ranch Phase 2 Village 11-A1 Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-402 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE, OLYMPIA INVESTMENTS, INC., AND ATC REALTY ONE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Fiddymment Ranch Phase 2, Village 11-A1 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 47 residential lots and 2 landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 0279

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

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

7.16.Fiddymment Ranch Phase 2 Village 11-A2 Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-403 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE, OLYMPIA INVESTMENTS, INC., AND ATC REALTY ONE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Fiddymment Ranch Phase 2, Village 11-A2 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 create 57 residential lots and 1 landscape lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 0280

File #: 0400-04-09-01 & 0400-07

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

7.17.Fiddymment Ranch Phase 2 Village 11-A3 Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-404 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE, OLYMPIA INVESTMENTS, INC., AND ATC REALTY ONE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Fiddymment Ranch Phase 2, Village 11-A3 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 create 71 residential lots and 2 landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 0281

File #: 0400-04-09-01 & 0400-07

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

7.18.Fiddymment Ranch Phase 2 Village 12 Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-405 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE, OLYMPIA INVESTMENTS, INC., AND ATC REALTY ONE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Fiddymment Ranch Phase 2, Village 12 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 create 97 residential lots and 2 landscape lots. The actions requested have no fiscal impact to the City's

General Fund.

CC #: 0282

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

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

Ordinances (for introduction and first reading)

7.19.2019 Speed Limit Ordinance

Memo from Senior Engineer Jana Cervantes and Public Works Director Jason Shykowski recommending the City Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 11.28.010 OF CHAPTER 11.28 OF TITLE 11 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SPEED LIMITS. To justify a posted speed limit other than 65 mph that is radar enforceable, local jurisdictions are required to conduct and approve an engineering and traffic survey every five to ten years, or when there is a major change to a roadway. The cost of changing the speed limit signs is included in existing operating budgets.

CC #: 0272

File #: 0316-04

CONTACT: Jana Cervantes 916-774-5498 jcervantes@roseville.ca.us

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

7.20.Fiscal Year 2019-20 Community Development Block Grant - Budget Adjustment

Memo from Administrative Analyst Melissa Hagan and Economic Development Director Laura Matteoli recommending the City Council adopt ORDINANCE NO. 6141 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests that the City Council approve a budget adjustment in the amount of \$151,522.00 for the Community Development Block Grant federal grant program, as a result of unspent availability from the prior year, bringing the total budget to \$812,758.00 for FY2019-20. Funds are awarded through an annual entitlement grant from the federal Housing and Urban Development Department. No General Fund resources are being used.

CC #: 0285

File #: 0201-01 & 0113-02

CONTACT: Melissa Hagan 916-774-5476 mhagan@roseville.ca.us

7.21.Placer County Health and Human Services - Contract Amendment and Budget Adjustment

Memo from Administrative Analyst Shelly Bracco and Police Chief James Maccoun recommending the City Council adopt RESOLUTION NO. 19-418 APPROVING A CONTRACT AMENDMENT WITH PLACER COUNTY

DEPARTMENT OF HEALTH & HUMAN SERVICES REGARDING THE COMMERCIALLY SEXUALLY EXPLOITED CHILDREN (CSEC) INTERVENTION PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6144 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of a contract amendment with Placer County Health and Human Services (HHS) Department and adoption of an ordinance amending the FY2019-20 Police Department budget. The Police Department has been awarded additional state funding, via the Placer County HHS, for an amount not to exceed \$134,500.00 on a multi-year grant, in the pursuit of preventing human trafficking operations. The budget adjustment of \$74,298.00 will cover overtime personnel expenses, costs for training, travel, transportation, lodging, meals, supplies and equipment. After each operation is completed, the City will be reimbursed by Placer County HHS. There will be no net impact on the General Fund.

CC #: 0309

File #: 0323 & 0201-01

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

7.22. Family Mobile Crisis Team - Contract Amendment and Budget Adjustment

Memo from Administrative Analyst Shelly Bracco and Police Chief James Maccoun recommending the City Council adopt RESOLUTION NO. 19-417 APPROVING A CONTRACT AMENDMENT WITH PLACER COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES REGARDING THE CO-LOCATION AND LIAISON FOR FAMILY MOBILE CRISIS TEAM (FMCT) PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6143 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests an amendment of the Family Mobile Crisis Team Contract between the County of Placer Health and Human Services Department and the City to reflect the correct dollar amount for reimbursement, and adopt an ordinance amending the budget based on funding from this contract. The budget adjustment will add \$19,460.00 to the Police Department's FY2019-20 budget.

CC #: 0308

File #: 0323 & 0201-01

CONTACT: Brian Lewis 916-746-1051 blewis@roseville.ca.us

Reports / Requests

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

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Laura Matteoli with a 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 #: 0286

File #: 0709-02-01

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

7.24. Out-of-State Travel Request - Environmental Utilities Department

Memo from Principal Engineer Bryan Buchanan and Environmental Utilities Director Richard Plecker recommending the City Council approve out-of-state travel for three Environmental Utilities Department staff members to attend the LOGI Training Conference in Washington, D.C. on October 22 and 23, 2019. Total costs are estimated to be \$7,950.00. Funding is included in the Historical Data Repository Replacement Project budget.

CC #: 0289

File #: 0600-02

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

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

Memo from Public Safety Program Coordinator Traci Drake and Police Chief James Maccoun recommending the City Council approve a police officer to travel to Socorro, New Mexico from October 21, 2019 to October 24, 2019 for a course in incident response to terrorist bombings. The Department of Homeland Security pays all costs associated with the course, including tuition, airfare, lodging and meals. There will be no cost to the City.

CC #: 0290

File #: 0600-02

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

7.26. Fiddymont Ranch Phase 3 Large Lot Subdivision Final Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council approve the Fiddymont Ranch Phase 3 Large Lot Subdivision 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 6 large lots for future development, 1 public park lot, 2 public open space lots and 1 school lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 0283

File #: 0400-07

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

Ceremonial Documents

7.27. Proclamation - Childhood Cancer Awareness Month - September 2019

Proclaim September 2019 as Childhood Cancer Awareness Month and encourage Roseville residents to learn more about childhood cancers and consider what we all can do to support children with cancer and their families.

CC #: 0306

File #: 0102-06

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

7.28. Proclamation - Suicide Prevention Awareness Month - September 2019

Proclaim September 2019 as Suicide Prevention Month and September 10, 2019 as worldwide suicide prevention day and encourage the community support dedicated to suicide prevention.

CC #: 0300

File #: 0102-06

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

7.29. Resolution - Charles G. Stetter Commendation

Commend Charles G. Stetter for his 50+ years of outstanding service and dedication to the United States Army and extend condolences to his loved ones.

CC #: 0297

File #: 0102-10

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

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. 920 Parry Street - Foreclosure Proceedings for City Housing Loan

Memo from Housing Analyst Trisha Isom and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 19-395 APPROVING INITIATION OF FORECLOSURE PROCEEDINGS ON CERTAIN PROPERTY AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY REQUIRED DOCUMENTS TO INITIATE AND COMPLETE THE FORECLOSURE PROCEEDINGS. Staff requests approval to initiate foreclosure proceedings on property addressed at 920 Parry Street, Roseville, CA. The costs associated with this foreclosure will be reimbursed through the sale of the property.

CC #: 0273

File #: 0709-07

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

8.2. Retired Annuitant 180-Day Wait Period Exception

Memo from Assistant Human Resources Director Hedy Dehghan and Human Resources Director Stacey Peterson recommending the City Council adopt RESOLUTION NO. 19-409 FOR EXCEPTION TO THE 180-DAY WAIT PERIOD GOVERNMENT CODE SECTIONS 7522.56 AND 21224. Staff requests Council approve retired Wastewater Treatment Plant Chief Operator, Alfred Robert Lawrence, to be rehired as an annuitant, without the 180-days after retirement waiting period as his specialized skills and knowledge to provide

consulting support for completion of the Dry Creek Nitrate Reduction project. The maximum fiscal impact is estimated to be \$60,352.61 and can be absorbed in the Environmental Utilities Department's Wastewater FY2019-20 operating budget due to salary savings from vacancies. The recommended action will not result in an increase to the City's pension liability.

CC #: 0292

File #: 0600

CONTACT: Hedy Dehghan 916-774-5205 hdehghan@roseville.ca.us

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Request for Council Discretionary Funds - Placer Breast Cancer Foundation

Memo from Management Assistant Heather Blanco and City Clerk Sonia Orozco requesting the City Council consider a request for \$2,000.00 from Council Discretionary Funds for Placer Breast Cancer Foundation for its annual Hot Pink Fun Run. The event provides Roseville families and visitors an opportunity to enjoy the outdoor event in Roseville and learn more about breast cancer awareness and prevention.

CC #: 0301

File #: 0102

CONTACT: Heather Blanco 916-746-1171 hblanco@roseville.ca.us

10. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

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

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

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

10.1. 1513 Eureka Road Medical Office Building - Fee Deferral

Memo from Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 19-394 APPROVING FEE

DEFERRAL FOR THE 1513 EUREKA ROAD MEDICAL OFFICE BUILDING. Staff requests a fee deferral of the project in the amount of \$1,864,622.25 until final of building permit/building occupancy. An annual interest rate of 2.5%, prorated on the length of the deferral, will be charged on the monies deferred to cover the City's cost of loss of interest income on the fee deferral and an administrative processing fee of \$783.00 is to be charged to each building permit.

CC#: 0271

File #: 0215-07

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

10.2. Community Facilities District No. 3 (Municipal Services)-Annexation No. 22 (Lots A, & 4-7, Diamond Creek 30 & 33)

Memo from Administrative Analyst Jeannine Thrash and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-400 A RESOLUTION OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS CITY OF ROSEVILLE, Community Facilities District No. 3 (Municipal Services) Annexation No. 22 (Lots A, & 4-7, Diamond Creek 30 & 33); and adopt RESOLUTION NO. 19-401 A RESOLUTION DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN CITY OF ROSEVILLE, Community Facilities District No. 3 (Municipal Services) Annexation No. 22 (Lots A, & 4-7, Diamond Creek 30 & 33). As part of the conditions of approval for a rezone from nonresidential to residential parcels, the landowner is obligated to annex into Community Facilities District No. 3 (Municipal Services) (CFD No. 3). The property is being annexed into CFD No. 3 in order to offset the property's impact on the City's General Fund resources available to pay for municipal services citywide, including the annexation area. The annexation into CFD No. 3 helps offset the property's impact on the City's General Fund resources available to pay for municipal services and therefore will not negatively impact the General Fund.

CC #: 0278

File #: 0206-03-01 & 0400-09-01

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

10.3. Community Development Block Grant - 2018 Consolidated Annual Performance and Evaluation Report

Memo from Housing Manager Danielle Foster and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 19-398 APPROVING THE 2018 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) AND AUTHORIZING THE ECONOMIC DEVELOPMENT DIRECTOR TO SUBMIT THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2018 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 (CAPER) for the federal Community Development Block Grant Program and authorization to submit the CAPER to the federal Department of Housing and Urban Development. This item does not result in any impact to the City's General Fund.

CC #: 0276

File #: 0709-01 & 0113

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

10.4. Public Input Regarding the Composition of the City's Voting Districts - Public Hearing 1

Memo from City Clerk Sonia Orozco and Assistant City Attorney Michelle Sheidenberger recommending the City Council conduct Public Hearing 1 - a hearing to receive and consider public input concerning transitioning to by-district elections. City Council is also requested to receive a presentation from National Demographics, Inc. who will provide information and criteria for the future creation of district maps.

CC #: 0311

File #: 0502

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

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

11. DEPARTMENT UPDATES

12. COUNCIL REPORTS / PUBLIC COMMENTS

13. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 0299
File #: 0102-06

Title: Proclamation - Constitution Week - September 17-23, 2019
Contact: M. Bettencourt 916-774-5266 mbettencourt@roseville.ca.us

Meeting Date: 9/18/2019
Item #: 5.1.

RECOMMENDATION TO COUNCIL

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

BACKGROUND

Not applicable

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

M. Bettencourt, Deputy City Clerk

Sonia Orozco, City Clerk

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Constitution Week

CITY OF ROSEVILLE



CONSTITUTION WEEK

September 17 – 23, 2019

WHEREAS, the Constitution of the United States of America is the guardian of liberties and embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, the United States Constitution stands as a testament to the tenacity of Americans throughout history to maintain their liberties, freedoms, and inalienable rights, and it is fitting to accord official recognition to this magnificent document on its memorable anniversary and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees this issuing of a proclamation each year by the President of the United States of America designating September 17 – 23 as Constitution Week; and

NOW, THEREFORE, I, JOHN B. ALLARD II, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, on behalf of the City Council, do hereby proclaim **September 17 – 23, as CONSTITUTION WEEK** and encourage all citizens to reaffirm the ideals of the Framers of the Constitution by vigilantly protecting the freedoms guaranteed to all through the Constitution of the United States of America.

SIGNED AND APPROVED this 18th day of September, 2018

JOHN B. ALLARD II, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 0298
File #: 0102-10

Title: Resolution - FamilyGreenSurvival Commendation
Contact: M. Bettencourt 916-774-5266 mbettencourt@roseville.ca.us

Meeting Date: 9/18/2019
Item #: 5.2.

RECOMMENDATION TO COUNCIL

Commend FamilyGreenSurvival on their mission to provide healthy meals to those in need and wish them continued success in future endeavors.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

M. Bettencourt, Deputy City Clerk

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

FamilyGreenSurvival

CITY OF ROSEVILLE



OF

COMMENDATION

WHEREAS, FamilyGreenSurvival, a non-profit charitable organization, in collaboration with Lazy Dog restaurant has a monthly Imaginary Dinner program on the first Monday of each month; and

WHEREAS, participants order their meals, and wait staff serves empty plates, and participants imagine eating their meal and for a few moments they feel the hunger that over 12,000 low - income residents face routinely; and

WHEREAS, participants are encouraged to donate the cost of their meal to FamilyGreenSurvival, inc. to support the mission to provide healthy and tasty BagOfLife meals to those facing hunger in our community; and

WHEREAS, monthly dinners are sponsored by FamilyGreenSurvival, inc. and the Lazy Dog restaurant and their motto is skip a meal, feed a family; and

NOW, THEREFORE, I, JOHN B. ALLARD II, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby commend **FamilyGreenSurvival** on their mission to provide healthy meals to those in need and wish them continued success in future endeavors.

SIGNED this 18th day of September, 2019.

JOHN B. ALLARD II, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 0310
File #: 0203-04

Title: Exterior Lighting Maintenance and Repair (RFP 01-028) - Contract Purchase Agreements
Contact: Tisha Chinn 916-774-5702 tchinn@roseville.ca.us

Meeting Date: 9/18/2019
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt two resolutions authorizing the City Manager to execute service agreements with Vasko Electric and Century Commercial Service to provide exterior lighting services in accordance with RFP 01-028 in the amount of \$150,000.00 per vendor.

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

BACKGROUND

The Public Works Department released RFP 01-028 for Exterior Lighting Maintenance and Repair Services in May of 2019 to solicit proposals to provide the City with exterior lighting maintenance and repair services on an as-needed basis at a number of locations. Four companies submitted proposals. The proposals were evaluated on overall proposal, cost, qualifications, and experience. Vasko Electric and Century Commercial Service rated the highest, and staff is recommending they are each awarded a service agreement.

FISCAL IMPACT

The value of each service agreement is \$150,000.00, \$300,000.00 combined, not to exceed annual budgeted amounts. Funding for the agreements is included in the Building Maintenance and Parks Maintenance FY2019-20 budgets. The funds will be encumbered one year at a time pending Council approval of the budget for each year. Projected spending for FY2019-20 is \$300,000.00. Projected spending for the optional renewal years is as follows: FY2020-21, \$300,000.00; FY2021-22, \$300,000.00; FY2022-23, \$300,000.00, FY2023-24, \$300,000.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Therefore, these agreements could generate up to a combined total of three jobs per year.

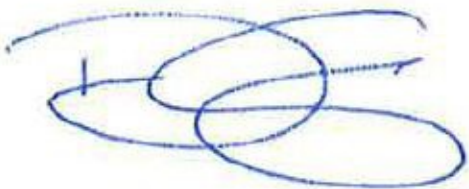
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Tisha Chinn, Office Assistant

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-413

CPA Century 3000021

Resolution No. 19-414

CPA Vasko 3000023

RESOLUTION NO. 19-413

APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CENTURY COMMERCIAL SERVICE DBA CENTURY LIGHTING & ELECTRIC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3000021) for exterior lighting maintenance and repair, between the City of Roseville and Century Commercial Service dba Century Lighting & Electric, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract purchase agreement is approved and the City Manager 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, or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3000021

Agreement	3000021
Agreement Date	06-AUG-2019
Revision	0
Agreement Amount	150,000.00 USD

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

Phone: (916) 774-5488

Fax: (916) 784-3796

Email: accountspayable@roseville.ca.us

Supplier **Century Lighting & Electric**
 Century Commercial Service
 12820 Earhart Avenue
 Auburn, CA 95602

Phone: ()

Fax: ()

Email: sandee.long@centuryservice.com

Description of Labor, equipment and/or materials THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-028 AND CONTRACTOR'S PROPOSAL THERETO TITLED EXTERIOR LIGHTING MAINTENANCE & REPAIR #01-028 DATED 6/13/19 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-028 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT DAN ALLEN AT 916-774-5741 OR TISHA CHINN AT 916-774-5702 FOR QUESTIONS REGARDING THIS AGREEMENT.

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

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11854	Net 30	Freight on Board'at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
18-Sep-2019	17-Sep-2020	Tiffany Valdez Phone 1-916-774-5708			

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

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
10. Contractor agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
 - b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
 - c. Additional Insureds. Contractor shall also provide a separate endorsement or

section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

- (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
 - e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
 - f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
 - g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
 - h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
 - i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the

performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

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

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

Roseville Business License No. 00824093

Contractor License No. 668894

DIR Registration No. 1000002650

Check mark the applicable company type below:

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietor

Contract Purchase Agreement 3000021

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

**ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES**

General - Required Coverage/Documentation

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

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

Construction: X

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

Design Professional: _____

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

Professional Consultant: _____

Professional Liability:
\$1 Million/occurrence

IT Services: _____

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

Hazardous Materials: _____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____

No auto required
No workers' comp required

Professional Counseling/ Psychological: _____

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

Contract Purchase Agreement 3000021

Pyrotechnics:_____

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

Chemical/Environmental:_____

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

Insurance Submission Process

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

How It Works

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

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Asbestos-Containing Materials in City-Owned Buildings

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

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

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

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

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

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

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

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	Cendry Commercial Service
DATE	8/7/19

Asbestos
Rev 01/16/19

Supplier	
Signature:	
Print Name:	Keith Ester
Title:	President

Supplier	
Signature:	
Print Name:	
Title:	

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

RESOLUTION NO. 19-414

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

WHEREAS, a contract purchase agreement (3000023) for exterior lighting maintenance and repair, between the City of Roseville and Vasko Electric Inc., has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract purchase agreement is approved and the City Manager 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, or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3000023

Agreement	3000023
Agreement Date	07-AUG-2019
Revision	0
Agreement Amount	150,000.00 USD

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

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

Supplier **Vasko Electric Inc**
4300 Astoria St

Sacramento, CA 95838

Phone: ()
Fax: ()
Email: vincel@vasko.com

Description of Labor, equipment and/or materials THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-028 AND CONTRACTOR'S INITIAL PROPOSAL THERETO TITLED CITY OF ROSEVILLE ELECTRICAL SERVICES #01-028 AS FURTHER CLARIFIED IN VASKO ELECTRIC EMAIL DATED 7/29/19 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-028 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT DAN ALLEN AT 916-774-5741 OR TISHA CHINN AT 916-774-5702 FOR QUESTIONS REGARDING THIS AGREEMENT.

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

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	10717	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
18-Sep-2019	17-Sep-2020	Tiffany Valdez Phone 1-916-774-5708			

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

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
10. Contractor agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
 - b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
 - c. Additional Insureds. Contractor shall also provide a separate endorsement or

section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

- (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
 - e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage
 - f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
 - g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
 - h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
 - i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the

performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

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

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

Roseville Business License No. 00800656
Contractor License No. 471434
DIR Registration No. 1000002164

Check mark the applicable company type below:

☒ X Corporation
☐ Limited Liability Company
☐ Partnership
☐ Sole Proprietor

Contract Purchase Agreement 3000023

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

**ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES**

General - Required Coverage/Documentation

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

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

Construction: X

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

Design Professional: _____

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

Professional Consultant: _____

Professional Liability:
\$1 Million/occurrence

IT Services: _____

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

Hazardous Materials: _____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____

No auto required
No workers' comp required

Professional Counseling/ Psychological: _____

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

Pyrotechnics: _____

General Liability:

\$5 Million/occurrence

\$10 Million aggregate

Auto - \$2 Million/occurrence

Chemical/Environmental: _____

General Liability:

\$3 Million/occurrence

\$6 Million aggregate

Pollution – \$2 Million/Occurrence

Auto - \$2 Million/Occurrence

Insurance Submission Process

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

How It Works

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

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Asbestos-Containing Materials in City-Owned Buildings

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

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

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

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

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

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

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

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	 DARRYL A VASKO, PRESIDENT
COMPANY NAME	VASKO ELECTRIC INC
DATE	8/20/19

Asbestos
Rev 01/16/19

Supplier	
Signature:	
Print Name:	DARRYL A VASKO
Title:	PRESIDENT

Supplier	
Signature:	
Print Name:	
Title:	

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



COUNCIL COMMUNICATION

CC #: 0284
File #: 0203-13

Title: Fire System Services - Contract Purchase Agreement
Contact: Tisha Chinn 916-774-5702 tchinn@roseville.ca.us

Meeting Date: 9/18/2019
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to sign a contract purchase agreement with Sierra Building Systems Inc., a Low Voltage Integrator, to provide fire system services.

Staff also requests authorization to utilize the four optional renewal years of the contract without further Council approvals until the contract expires, contingent upon budget approval each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Public Works Department released RFP 01-029 for Fire System Services in May of 2019 to solicit proposals to provide the City with inspection, testing, maintenance and repairs of fire systems on an as-needed basis at a number of locations. Four companies submitted proposals. The proposals were evaluated on overall proposal, cost, qualifications, and experience. Sierra Building Systems rated the highest, and staff is recommending they are awarded a service agreement.

FISCAL IMPACT

The value of this contract purchase agreement totals \$80,000.00. Funding for the agreement is included in the Building Maintenance and Facility Rehabilitation FY2019-20 budget. The contract purchase agreement allows for up to four optional renewal years. The funds will be encumbered one year at a time pending Council approval of the budget for each year. Projected spending for FY2019-20 is \$80,000.00. Projected spending for the optional renewal years is as follows: FY2020-21, \$80,000.00; FY 2021-22, \$80,000.00; FY2022-23, \$80,000.00 and FY2023-24, \$80,000.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this contract could create one job.

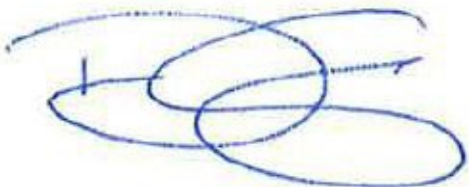
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15061(c)(3) and §15378. A service agreement for fire system services meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Tisha Chinn, Office Assistant

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-406

CPA 3000012 Fire System Services

RESOLUTION NO. 19-406

APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF
ROSEVILLE AND SIERRA BUILDING SYSTEMS, INC., A LOW VOLTAGE
INTEGRATOR, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3000012) for fire system services, between the City of Roseville and Sierra Building Systems, Inc., a Low Voltage Integrator, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract purchase agreement is approved and the City Manager 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, or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3000012

Supplier Details:

Company Sierra Building Systems Inc
Contact Gary Watts
Address 502 Giuseppe Court, Suite 11

Roseville, CA 95678

Submit your response to:

Company City of Roseville
Contact "Becky" Rebecca Philipp
Address Purchasing Division
2075 Hilltop Circle
Roseville, CA 95747
Phone (916) 774-5724
Fax (916) 774-5736
E-mail BPhilipp@roseville.ca.us

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

Return **(2) signed originals** of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**

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

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

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

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement.



Contract Purchase Agreement 3000012

Agreement	3000012
Agreement Date	29-JUL-2019
Revision	0
Agreement Amount	80,000.00 USD

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

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

Supplier **Sierra Building Systems Inc**
 502 Giuseppe Court, Suite 11

Roseville, CA 95678

Phone: (530) 637-5550
Fax: (530) 637-5551
Email: garyw@sierrabuildingsystems.net

Description of Labor, equipment and/or materials The services called for under City of Roseville Request for Proposal 01-029 and contractor's proposal thereto titled Fire System Services (hereinafter "Proposal"). The terms and scope of work of City of Roseville Request for Proposal 01-029 and contractor's proposal are herein made part of this Contract Purchase Agreement and fully incorporated by reference.

START DATE: Upon Executed Agreement
 END DATE: September 30, 2020

Please contact Tisha Chinn at 916-774-5702 for questions.

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

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
11226		Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
"Becky" Rebecca Philipp Phone 1-916-774-5724					

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

Contract Terms and Conditions

Terms & Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
10. Contractor agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole

discretion in determining the types and proper levels of insurance coverage.

- b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
 - (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of

any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

- i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be

Contract Purchase Agreement 3000012

received prior to acceptance of the work

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

Roseville Business License No. 00814654

Contractor License No. 783885

DIR Registration No. 1000000107

Check mark the applicable company type below:

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietor

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

*Construction T&C
REV 5/3/18 JS*

**ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES**

General - Required Coverage/Documentation

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

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

Construction: X

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

Design Professional:

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

Professional Consultant:

Professional Liability:
\$1 Million/occurrence

IT Services:

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

Hazardous Materials:

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors:

No auto required
No workers' comp required

Professional Counseling/ Psychological:

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

Pyrotechnics: _____

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

Chemical/Environmental: _____

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

Insurance Submission Process

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

How It Works

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

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Asbestos-Containing Materials in City-Owned Buildings

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

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

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

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

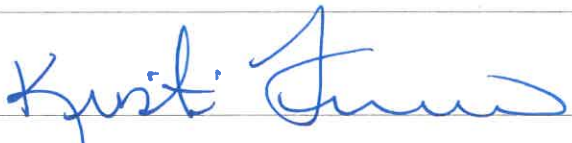
It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work when the ACM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

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

Sign to acknowledge receipt of asbestos notification:

Asbestos
Rev 01/16/19



Supplier	
Signature:	
Print Name:	Kristi Frechette
Title:	CFO

Supplier	
Signature:	
Print Name:	Dave Frechette
Title:	CEO

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



COUNCIL COMMUNICATION

CC #: 0302

File #: 0203-12 & 0201-01

Title: Police K9 Purchase and Training - Service Agreement Renewal and Budget Adjustment

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

Meeting Date: 9/18/2019

Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve a service agreement renewal with John Riboni Sport Dog Training for police dog (K9) purchase and training. Additionally, staff recommends City Council adopt an ordinance to authorize a budget adjustment due to additional costs associated with the purchase of two new Police K9's, specialized training and monthly maintenance training.

BACKGROUND

In FY2019-20, the service agreement for K9 services will include two new dogs, specialized training, and maintenance training for the entire K9 team.

Over the past couple of years, the Police Department has experienced a complete turnover in the K9 Unit, as K9 handlers have retired from service or the K9's have reached the end of their work life (capability), as follows:

- K9 officer 1 retired from police service in 2018 and his K9 partner Asko was too old, in terms of service, to be retrained to another handler.
- K9 officer 2 retired from police service in 2018 and his K9 partner Iggy was retired similar to K9 Asko.
- K9 officer 3 promoted to Sergeant in 2018 and his K9 partner Apollo passed away from a medical condition during his term of service.
- K9 officer 4 is a current member of the K9 team; however his K9 partner Eros is in excess of his service time and retired in August of 2019.

As a result of these retirements, the following K9's have been purchased using funding outside of the adopted General Fund budget:

- K9 Lance was purchased with Asset Forfeiture funding to replace K9 Apollo.
- K9 Rudi was purchased with Asset Forfeiture funding to replace K9 Asko
- K9 Horax was purchased through a private donation with a specific request that the donated money be used to add a fifth K9 to the team.

This leaves the team with two vacancies, and two additional K9's to be purchased:

- An officer has been chosen to replace K9 officer 2, and is in need of a new K9.
- An officer is currently on the team, but will need a new K9 for the replacement of K9 Eros.

The Police Department utilizes a single vendor to purchase and train all K9's. Typically, the Service Agreement for K9 purchases and training is under the Council limit. However, in FY2019-20 the Police Department will be purchasing two dogs, specialized training for the new dogs, and maintenance training for the existing K9 team.

In order to remain consistent with the type of K9 the City purchases, as well as the formatted training the department uses for the K9's, the department wants to continue to use our current provider. This allows the department to maintain an on-going cooperative partnership in selecting our dogs and determining the training they will receive. Our current team consists of dogs picked and trained by our current vendor.

FISCAL IMPACT

The total cost of the service agreement renewal with the K9 purchase is \$48,000.00. Funding of \$28,000.00 is included in the Police Department FY2019-20 budget and \$20,000.00 will be funded by the Supplemental Law Enforcement Services Fund. There will be no additional fiscal impact on 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 change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. A service agreement renewal and budget adjustment for K-9 purchase and training meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Shelly Bracco, Administrative Analyst

James Maccoun, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-415

Riboni Service Agreement

Ordinance No. 6142

K9 Budget Adjustment_signed

RESOLUTION NO. 19-415

APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE
AND JOHN RIBONI SPORT DOG TRAINING, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement renewal (No. S2004190) for services pertaining to the
K-9 training program, between City of Roseville and John Riboni Sport Dog Training 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: **S2004190**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: RENEWAL DATE: 8/14/19

SUBMIT ALL INVOICES TO:

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

Contractor No.: V27845
Telephone No.: 916-652-3479 Fax:
Email address: jrib1@att.net
Contractor: JOHN RIBONI SPORT DOG TRAINING
ATTN: JOHN RIBONI
8425 HORSESHOE HILL RD.
LOOMIS, CA 95650

Department: POLICE

Acct. Code: 05531-5100

Buyer: BECKY PHILIPP
Phone: 916-774-5724

Start Date	Terms	Completion Date	Insurance Limits	Contact
07/01/19	NET 30	06/30/20	Approved by Risk Mgt.	SHELLY BRACCO

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
PROVIDE SERVICES PERTAINING TO THE K-9 TRAINING PROGRAM ON AN AS-NEEDED BASIS IN ACCORDANCE WITH THE ATTACHED ROSEVILLE POLICE DEPARTMENT SCOPE OF WORK. ALL SERVICES MUST BE QUOTED AND APPROVED IN ADVANCE BY SHELLY BRACCO IN THE POLICE DEPARTMENT.

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

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

Total Cost of Service: \$ **48,000.00**

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

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

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

☒ **SOLE PROPRIETOR**

☐ **PARTNERSHIP**

☐ **CORPORATION**

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

By: _____

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

ORDINANCE NO. 6142

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2019-20, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the K-9 training program, per the request of the Police Department, as listed on the attached Request for Budget Adjustment in the amount of \$20,000.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Shelly Bracco Administrative Analyst FISCAL YEAR: FY20
 PREPARER NAME & TITLE: Shelly Bracco Administrative Analyst COUNCIL DATE (if applicable): 9.18.2019
 DEPARTMENT/DIVISION: Police/ Administration ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2240	6550	44040		20,000	Police Patrol Capital Equipment
TOTAL				20,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	20,000
----------------	--------

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2240				(20,000)	Supplemental Law Enforcement Services Fund
TOTAL				(20,000)	

Justification for Budget Adjustment:

The police department is requesting a sole source contract increase for the purchase of two additional police K9's, increasing the FY2020 budget by \$20,000.00. Total cost of the service agreement with the K9 purchase is \$48,000.00. Funding of \$28,000.00 is included in the FY2020 police budget, and \$20,000.00 will be funded by the Supplemental Law Enforcement Services Fund

REQUIRED APPROVALS:			
 REQUESTING DEPARTMENT HEAD / DESIGNEE ACTING CHIEF	FOR CHIEF MACCOW 8/27/19 DATE	 BUDGET MANAGER / DESIGNEE 9/3/19 DATE	
 CHIEF FINANCIAL OFFICER / DESIGNEE	9/3/19 DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY _____ DATE _____			

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 0296
File #: 0203-01

Title: Vehicle Purchases (RFQ 10-3226 & RFQ 10-3227)
Contact: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

Meeting Date: 9/18/2019
Item #: 7.4.

RECOMMENDATION TO COUNCIL

RFQ 10-3226

Staff recommends Council approve a purchase order to Oroville Ford, Inc. for five Ford F150 trucks utilizing RFQ 10-3226 to replace Fleet ID Nos. 02-285, 03-201, 03-292, 07-214 and 07-242 approved in the FY2019-20 Auto Replacement Budget. The total cost including options and sales tax is \$131,753.60.

RFQ 10-3227

Staff recommends Council approve a purchase order to Future Nissan, Inc. for five Nissan Frontier trucks utilizing RFQ 10-3227 to replace Fleet ID Nos. 06-234, 07-199, 05-161, and two fleet additions approved in the FY2019-20 Auto Replacement Budget. The total cost including options and sales tax is \$121,947.78.

RFQ 10-3229

Staff recommends Council approve a purchase order to Winner Chevrolet, Inc. for one Chevrolet Tahoe Special Services Vehicle (SSV) utilizing RFQ 10-3229 to replace Fleet ID No. 06-211 approved in the FY2019-20 Auto Replacement Budget. The total cost including options and sales tax is \$53,333.37.

BACKGROUND

RFQ 10-3226

The Public Works Streets Administration division is purchasing three Ford F150 trucks as replacements for Fleet ID Nos. 02-285, 03-201 and 03-292. All three trucks are used by Street Maintenance Supervisors for project management, job site inspections and crew supervision. The trucks are also used for meeting with customers in the field, attending meetings and for emergency response throughout the City.

The Development Services Engineering division is purchasing two Ford F150 trucks as replacements for Fleet ID Nos. 07-214 and 07-242. These vehicles will be assigned to Construction Inspection staff for inspection of City roadway infrastructure, new development and capital improvement projects.

A formal bid was issued with the following vendor responses:

<u>Vendor</u>	<u>Unit Price (with options)</u>
Oroville Ford	\$174,946.15
Oroville, CA	

Future Ford	\$185,668.35
Roseville, CA	

RFQ 10-3227

The Environmental Utilities Dry Creek Waste Water Treatment Plant is purchasing one Nissan Frontier as a replacement for Fleet ID No. 06-234. This vehicle is used by the Wastewater Operations staff. Operators travel between the City's two treatment plants as well as within the plant for daily operational duties.

The Environmental Utilities Industrial Treatment division is purchasing one Nissan Frontier as a replacement for Fleet ID No. 07-199. This vehicle is used by Industrial Treatment staff for inspections and compliance sampling at the City's wastewater treatment plants or receiving water stream sites.

The Development Services Building division is purchasing three Nissan Frontier trucks as replacements for Fleet ID Nos. 01-170, 05-161 and one fleet addition. The two replacement vehicles are used by Building Inspection staff to conduct daily inspections of new and existing commercial and residential projects throughout the City. The fleet addition will be assigned to the new Code Enforcement officer who will use the vehicle in day to day activities of enforcing the City's Municipal Codes.

A formal bid was issued with the following vendor responses:

<u>Vendor</u>	<u>Unit Price (with options)</u>
Future Nissan	\$124,555.30
Roseville, CA	

Future Ford	\$137,722.90
Roseville, CA	

RFQ 10-3229

The Fire Department is purchasing one Chevrolet Tahoe SSV as a replacement for Fleet ID No. 06-211. This front line command vehicle is used as the primary response vehicle for the Fire Chief of the department and will be fully equipped to command fires, mass casualty or hazardous materials incidents, and other incidents consistent with the concepts and standards of the National Incident Management and California Fire Scope and provide Incident Command Post functions as the Chief of the department. The vehicle is utilized as the primary vehicle for the Fire Chief beyond incident response and used to attend public functions, Council meetings, and conduct City business.

A formal bid was issued with the following vendor responses:

<u>Vendor</u>	<u>Unit Price (with options)</u>
Dublin Chevrolet Cadillac	\$56,022.32

Dublin, CA

**Winner Chevrolet
Elk Grove, CA**

\$53,656.62

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 indicates the vehicle is eligible for replacement.

Vehicle ID	Replacement Score	Vehicle Condition
02-285	31	Meets City replacement criteria
03-201	29	Meets City replacement criteria
03-292	27	Meets City replacement criteria
07-214	27	Meets City replacement criteria
07-242	31	Meets City replacement criteria
06-234	26	Meets City replacement criteria
07-199	24	Meets City replacement criteria
05-161	25	Meets City replacement criteria
06-211	24	Meets City replacement criteria

FISCAL IMPACT

RFQ 10-3226

The total cost of five Ford F150 trucks including options and sales tax is \$131,753.60 Funding is included in the FY2019-20 Auto Replacement Budget.

RFQ 10-3227

The total cost of five Nissan Frontier trucks including options and sales tax is \$121,947.78. Funding is included in the FY2019-20 Auto Replacement Budget.

RFQ 10-3229

The total cost of one Chevrolet Tahoe SSV including options and sales tax is \$53,333.37 Funding is included in the FY2019-20 Auto Replacement Budget.

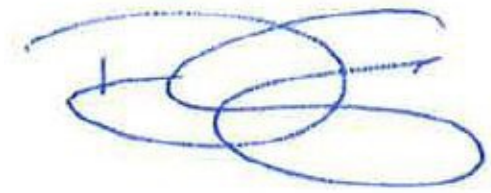
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The purchase of vehicles meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Brian Craighead, Fleet Manager

Jason Shykowski, Public Works Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 0307

File #: 0203-13-01

Title: Asphalt Sealant and Filler - Annual Blanket Purchase Order

Contact: Bill Shisler 916-774-5793 bshisler@roseville.ca.us

Meeting Date: 9/18/2019

Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve an annual blanket purchase order to Crafcro Inc. for asphalt sealant and fillers.

Pending future Council approved budgets, staff also requests authorization to continue utilizing the contract without further Council approvals until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Street Maintenance Division has a recurring demand for Crafcro crack sealant pavement preservation products. Crafcro offers a wide variety of pavement patching products for applications in all climatic conditions and temperatures. Crafcro was chosen because of the prices and quality of materials. In the past, Street Maintenance has used other brands and nothing has performed as well as Crafcro products. Streets has also used the Crafcro spray injection patching machine for the past 19 years and found the equipment is much better than the competition when it comes to reliability and ease of use for the crews.

The Sourcwell cooperative purchasing contract is good through October 2, 2021 which will be utilized to purchase this sealant product. This contract allows for one optional renewal through October 2, 2022. Staff requests authorization to continue utilizing the contract without further Council approvals until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest. Upon expiration of this contract, City staff will perform an evaluation of the terms, conditions, and pricing of any renewed contract. If the renewed contract continues to best meet the City's needs at the time, staff requests the ability to renew with the vendor contingent upon having a Council approved budget.

FISCAL IMPACT

The total estimated cost for yearly pavement patching products is \$125,000.00. Funding is

included in the Public Works Street Maintenance Division FY2019-20 budget and will be included in future budgets pending City Council approval.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The purchase for asphalt sealant and filler meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Jerry Dankbar, Street Maintenance Superintendent

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-419

RESOLUTION NO. 19-419

APPROVING A PURCHASE ORDER FOR
ASPHALT SEALANT AND FILLER

WHEREAS, a purchase order for asphalt sealant and filler, between the City of Roseville and Crafcro, Inc., has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is hereby approved and the City Manager or his designee is additionally authorized to execute one (1) optional one (1) year renewal of the purchase order, provided that the applicable budget is approved by the City Council, or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 0277

File #: 0709

Title: Community Development Block Grant - Labor Compliance Monitoring - On-Call Professional Services Agreement

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

Meeting Date: 9/18/2019

Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution to approve an on-call professional services agreement with Silveira Consulting, Inc. for Community Development Block Grant (CDBG) Labor Compliance Monitoring services, and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The City became a Community Development Block Grant (CDBG) entitlement jurisdiction in 1986, and has traditionally funded housing activities, public facilities and improvements, removal of architectural barriers projects, planning, program administration, and public service activities with CDBG funds. In Fiscal Year 2019-20, the City is using CDBG funding to complete four construction projects:

- Main Street Plaza Apartments – 65-unit affordable housing project for low-income families, veterans and individuals with a disability.
- The Gathering Inn – Bathroom and shower facilities rehabilitation and remodel to improve accessibility and durability of facilities.
- Advocates for Mentally Ill Housing (AMIH) – 319 Main Street. Solar project installation at AMIH Affordable Housing Site.
- The Lazarus Project – 339 Grove Street. Home rehabilitation, including roofing, gutters, and repairs.

It is expected that the construction time frame for completion of these projects is 12-18 months. All of these projects require labor compliance monitoring under federal Davis-Bacon Act prevailing wage requirements. On July 31, 2019, the City released a Request for Proposals (RFP) for the required labor compliance monitoring. The City received four proposals. The quotes for labor compliance monitoring are as follows:

- Silveira Consulting quoted \$36,927.50,

- DCM Group quoted \$78,027.18,
- 360PSM quoted \$102,750.00, and
- 1st Choice DVBE did not provide a quote, only hourly rates that exceeded others.

Silveira Consulting has extensive experience in similar labor compliance monitoring contracts and is able to provide the most cost-effective quote for labor monitoring for the four projects, and a competitive hourly rate. For these reasons, staff recommends Silveria Consulting for labor compliance monitoring with a contract expiration date of June 30, 2021.

FISCAL IMPACT

CDBG funding is provided as a federal grant to the City. These grants are used to offset potential costs to the General Fund and to serve the community. Funding for the labor compliance monitoring consultant was approved with the FY2019-20 CDBG budget. This item does not impact 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). 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. Therefore, this project has the potential to generate 2.3 job years with the expenditure of these funds.

ENVIRONMENTAL REVIEW

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

The labor compliance monitoring for CDBG projects does not include the potential for a significant environmental effect and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Danielle Foster, Housing Manager

Laura Matteoli, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-399

PSA - Silveira Consulting

RESOLUTION NO. 19-399

APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SILVEIRA CONSULTING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an on-call professional services agreement regarding Community Development Block Grant (CDBG) Labor Compliance Monitoring services, by and between the City of Roseville and Silveira Consulting, 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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ON-CALL PROFESSIONAL SERVICES AGREEMENT

Community Development Block Grant (CDBG) Labor Compliance Monitoring Services

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

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 04-10 for on-call professional services
consisting of on-call CDBG Labor Compliance Monitoring services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated
July 31, 2019, which describes the scope of services to be performed by CONSULTANT, and
the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
CDBG Labor Compliance Monitoring services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. **Term.** The term of this Agreement shall commence upon execution and expire on
June 30, 2021.
2. **Services.** CONSULTANT shall perform, at the direction of CITY, the scope of
the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by
this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may

assign work to one, or more than one CONSULTANT from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single CONSULTANT. In addition, the inclusion of any CONSULTANT on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed thirty-six thousand, nine hundred and twenty-seven dollars and fifty cents (36,927.50).

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.

4. 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.

5. 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.

6. 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.

7. Prevailing Wages. For purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was

paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These 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>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. 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, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

10. 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.

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

12. 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.

13. 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.

14. 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.

15. 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.

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

17. 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.

18. Termination of Agreement. 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. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. 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.

19. 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.

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

21. 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.

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

CITY OF ROSEVILLE

CONSULTANT

Danielle Foster, Housing Manager
316 Vernon Street, Ste. 150
Roseville, CA 95678

Jamie Silveira, President
908 C Street, Ste. F
Galt, CA 95632

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

23. 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

SILVEIRA CONSULTING, INC., a
California corporation

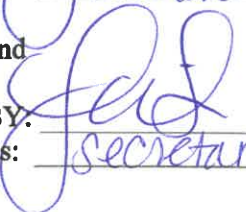
BY: _____
DOMINICK CASEY
Acting City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY: 
its: President

and

BY: 
its: Secretary

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
LAURA MATTEOLI
Economic Development Director

EXHIBIT "A"

Responsibilities of Key Project Staff

Our proposed team assignments detailed below, take the scope of work directly outlined in the Request for Proposal document provided by the City. It is our intention to deliver each project within the specifications set forth by the City and the funding requirements. The below assignments provide an overview of who will be responsible for accomplishing each task.

Jamie Silveira – Labor Compliance Officer, Principal in Charge:

- Monitor Federal Davis-Bacon and State of California Prevailing Wage Public Works requirements to ensure complicit compliance.
- Verify appropriate state prevailing wage determinations and contractor licensing and registration per the Davis-Bacon and California Labor Code.
- Hold a Pre-job conference for each project to ensure that all contracting parties and respective payroll administrators are clear on the requirements and deliverables expected.
- Provide labor compliance resources to the contractor and subcontractors for the Federal and Site requirements throughout the life of the project.
- Review contractors' payment of applicable Davis-Bacon and State prevailing wage rates and fringe benefits.
- Monitor apprenticeship requirements through the Department of Labor and State of California Apprenticeship Programs.
- Provide Monthly Status Reports and Communication with the City of Roseville regarding the status of Labor Compliance Activities.
- Conduct audits in order to determine whether all trade workers have been paid prevailing wage rates.
- Prepare audit identifying violations and recommend restitution amounts owed to affected worker(s) and or submit findings to federal or state authority with enforcement responsibility.
- Assist in preparation of formal complaints to be sent to the Department of Labor or the Department of Industrial Relations, Division of Labor Standards Enforcement (DIR/DLSE), if necessary.
- Assist in the preparation of any required reports to the respective state or federal agency for the purpose of labor compliance.
- Conduct a Post Construction/Close-out Review consisting of preparing the labor compliance files for each project closeout.

Gabriele Coppedge (4LEAF) – Field Investigator

- Conduct jobsite visits.
- Monitor project site and interview employees to verify that they are receiving prevailing wage rates.
- Monitor worker classifications through monthly site visits and worker interviews.
- Ensure State and Federal jobsite postings are current and workers have access to postings and project wage determinations.
- Check for inconsistencies among site visit data and certified payroll data.

Jane Springmeyer – Labor Compliance Analyst

- Track contractors' certified payroll records
- Notify contractor and subcontractors of any missing or deficient labor compliance documentation as applicable; notify contractor and subcontractors of any violation pertaining to the review of the submitted documentation and or site visit notations.

EXHIBIT “B”

TAB D: Cost Proposal

In review of the scope of work provided and our intimate knowledge of the proposed projects, we have given our cost proposal a great deal of thought. Keeping in mind that the Main Street Plaza Apartments-Affordable Housing project has already begun, and the other three projects are a smaller effort in nature, we are providing a reduced proposed project fee.

Keeping in line with our proposed staff assignments outlined in TAB A (Responsibilities of Key Project Staff), we submit the following proposal which includes the schedule:

Staff Assignments are as follows:

Jamie Silveira, Labor Compliance Officer LCO
Jane Springmeyer, Labor Compliance Analyst LCA
Gabriela Coppedge, Field Investigator FI

Construction Project Details	Staff Assignments			Estimated Monthly Fee	Estimated Months of Services	Total Estimated Fee
	Labor Compliance Officer	Field Investigator	Labor Compliance Analyst			
	\$ 100.00	\$ 85.00	\$ 75.00			
Main Street Plaza Apartments- Affordable Housing	12	3	6	\$ 2,032.50	17	\$ 32,385.00
The Gathering Inn - Bathroom Remodel	8	3	4	\$ 2,032.50	1.5	\$ 2,032.50
The Lazarus Project- Grove Street Home Construction	8	3	4	\$ 2,032.50	1	\$ 1,355.00
AMIH- Main Street Solar Project	6	3	4	\$ 1,355.00	1	\$ 1,155.00
Estimated Overall Program Fee						\$ 36,927.50





COUNCIL COMMUNICATION

CC #: 0293
File #: 0109-02

Title: Street Closure Request - Hot Pink Fun Run - September 29, 2019
Contact: Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

Meeting Date: 9/18/2019
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution approving an Agreement for Special Event and Temporary Street Closure with Placer Breast Cancer Foundation and authorize the City Manager to execute it. Additionally, approve the following street closures from 5:00 a.m. – 12:00 p.m. on Sunday, September 29, 2019 for the Hot Pink Fun Run event:

Vernon St	between 6 th St. & Folsom Rd.	5:00 a.m.	10:30 a.m.
Atlantic St	between Yosemite St & Vernon St.	8:00 a.m.	12:00 p.m.
Vernon St	between Atlantic St & Folsom Rd	8:00 a.m.	12:00 a.m.
Folsom Rd	between Vernon St. & Maciel Ave.	8:00 a.m.	12:00 p.m.
6 th Street	between Vernon & Mayfair Dr.	8:30 a.m.	10:30 a.m.
5 th Street	between Vernon & D St.	8:30 a.m.	10:30 a.m.
E Street	between Vernon & 6 th St.	8:30 a.m.	10:30 a.m.
Taylor St.	between Atlantic & Vernon	5:00 a.m.	10:30 a.m.
S. Grant St.	between Atlantic & Oak	5:00 a.m.	12:00 p.m.
Atlantic St	between Taylor St & Vernon St.	5:00 a.m.	12:00 p.m.
Linda Dr	between Lincoln & Folsom Rd	5:00 a.m.	12:00 p.m.
E. Washington	between Atlantic & Vernon	5:00 a.m.	12:00 p.m.
Lincoln St	between Atlantic & Oak	5:00 a.m.	12:00 p.m.
Jefferson St.	between Atlantic & Vernon	5:00 a.m.	12:00 p.m.

BACKGROUND

The Placer Breast Cancer Foundation will hold their annual Hot Pink Fun Run event on Sunday, September 29, 2019. This event raises money for breast cancer research. The Hot Pink Fun Run is expected to draw approximately 1,000 runners and walkers. This will be the seventh consecutive year the event will take place in Downtown Roseville.

Although the request is for most streets to be closed until 12:00 p.m., staff will monitor the flow of the event and will open up streets earlier, if possible.

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 and the Downtown Roseville Partnership
In addition, street closure information will be posted on the City of Roseville website.

FISCAL IMPACT

There will be no fiscal impact to City budgets for this event. All costs associated with this event for City services will be reimbursed by the Placer Breast Cancer Foundation.

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

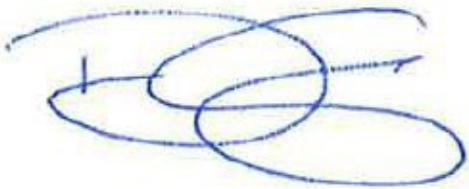
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(b)(3) and §15378.

The Placer Breast Cancer Foundation event meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Jeff Nereson, Parks, Recreation & Libraries Superintendent

Dion Louthan, Assistant City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-410

Street Closure Agreement_Hot Pink Fun Run

RESOLUTION NO. 19-410

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND
PLACER BREAST CANCER FOUNDATION AND AUTHORIZING THE CITY MANAGER
TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Special Event and Temporary Street Closure regarding
Hot Pink Fun Run, between the City of Roseville and Placer Breast Cancer Foundation, 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: Hot Pink Fun Run

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Placer Breast Cancer Foundation, a California non-profit 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 Hot Pink Fun Run ("Event") to be held on Sunday, September 29, 2019; 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 5:00 a.m. and 12:00 p.m. on Sunday, September 29, 2019:
 - a. Vernon Street between 6th Street and Folsom Road;
 - b. Atlantic Street between Yosemite Street and Vernon Street;
 - c. Vernon Street between Taylor Street and Folsom Road;
 - d. Folsom Road between Yosemite Street and Maciel Avenue;
 - e. 6th Street between Vernon Street and Mayfair Drive;
 - f. 5th Street between Vernon Street and D Street;
 - g. E Street between Vernon Street and 6th Street;

- h. Taylor Street between Atlantic Street and Vernon Street;
- i. S. Grant Street between Atlantic Street and Oak Street;
- j. Atlantic Street between Taylor Street and Vernon Street;
- k. Linda Drive between Lincoln Street and Folsom Road;
- l. E. Washington between Atlantic Street and Vernon Street;
- m. Lincoln Street between Atlantic Street and Oak Street; and,
- n. Jefferson Street between Atlantic Street and Vernon Street.

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

4. All debris, booths, exhibits, or other materials resulting from the Event shall be completely removed and all streets and alleyways shall be reopened to traffic by 12:00 p.m. on the date of the Event.

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

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

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

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

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

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

10. PROMOTER shall obtain security services for the Event as required by the Roseville Police Department. 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.

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

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

PLACER BREAST CANCER
FOUNDATION, a California non-profit
corporation

BY: Carl V. Sarcow
its: August 14, 2019
President
and

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY: John Togg
its: August 14, 2019
Treasurer

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Dion Louthan
DION LOUTHAN
Assistant City Manager



COUNCIL COMMUNICATION

CC #: 0275
File #: 0109-02

Title: Street Closure Request - Celebrate Downtown Bridges and Trail Grand Opening Event - September 21, 2019
Contact: Scott Marchetti 916-774-5971 smarchetti@roseville.ca.us

Meeting Date: 9/18/2019
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the City Manager or his designee to approve street and crosswalk closures on Saturday, September 21, 2019 for the Celebrate Downtown Bridges and Trail Grand Opening event.

- Oak Street, between 411 Oak Street to the roundabout at Washington Boulevard from 6:30 a.m. – 3:00 p.m.
- South Grant Street between Oak Street and Vernon Street from 6:30 a.m. – 10:30 p.m.
- Crosswalks at Washington Boulevard north of the roundabout and Oak Street east of the roundabout from 6:30 a.m. – 3:00 p.m.

Exhibit A: Downtown Celebration event map

BACKGROUND

The City of Roseville will be hosting the Celebrate Downtown event which will include an official grand opening/ribbon cutting ceremony for the downtown Roseville bridges and class one bike trail, Family Fest and old fashioned carnival, followed by the evening Concert on the Square.

The day of events will begin with a Bike to the Bridge. Participants will meet at Royer Park at 9:30 a.m. where the trail and bridge connect, ride to Taylor Park and back, and arrive in time for the grand opening/ribbon cutting ceremony. The bike ride will be led by Alternative Transportation staff. The grand opening/ribbon cutting ceremony of the downtown Roseville bridges and class one bike trail will start at 10:30 a.m., followed by Family Fest and an old fashioned carnival at 11:00 a.m. The goal for this event is to celebrate the completion of construction of all three bridges and the bike trail and to showcase the connectivity between downtown Roseville/Vernon Street and Royer Park.

Activities will be located on the Vernon Street Town Square, South Grant Street, Oak Street, the new pedestrian bridge and Royer Park. On display during Family Fest and the old fashioned

carnival will be a City of Roseville Truck Exploration Zone, Kid Zones, live performances and vendors, which include local sports organizations, local businesses promoting places for family fun experiences, and family service organizations. A variety of attractions and family games are also planned, along with live music and old fashioned root beer floats (root beer created by The Monk's Cellar). Additionally, the new Fire Station No. 1 will be holding an open house from 11:00 a.m. to 2:00 p.m. All daytime events will wrap up at 2:00 p.m. The day of celebration concludes with the season finale Concert on the Square at 7:30 p.m. with ABBAFAB (Gates will open at 6:30 p.m.).

In an effort to maintain a safe event, City vehicles will be placed at the intersections of Oak Street and S. Grant Street (on the north side of the old fire station #1), Vernon and S. Grant Street, and at the entrance and exit to Oak Street at the roundabout, to prevent traffic from entering the event.

The Downtown Roseville Merchants Association (DRM), Downtown Roseville Partnership (DRP), Roseville Historical Society (RHS) and Roseville Area Chamber of Commerce have been invited to participate in the day's event. The DRM, DRP and RHS will each host a booth and provide information to event attendees. The Downtown Roseville Merchant's A-frame signage will be placed within the event area, stating that restaurants and other businesses are open during the event. As a service to the guests attending Celebrate Downtown, mobile food trucks will be on site at Royer Park to accommodate the need for food and beverage for the larger crowd.

In addition to providing event information to the DRP and DRM to distribute to their members, business and property owners received event flyers the first week of September. DRM day porters walked the downtown area and provided a flyer to each of the businesses. Downtown businesses 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 and the Downtown Roseville Partnership.

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

FISCAL IMPACT

The budget for the Downtown Celebration event is included in the Parks, Recreation & Libraries Department and the Alternative Transportation FY2019-20 budgets.

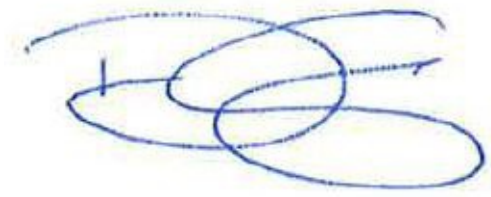
ENVIRONMENTAL REVIEW

The proposed project involves minor alteration in the condition of the land, water, and or vegetation which will not remove healthy, mature scenic trees. This activity is categorically exempt from CEQA as a Class 4 Exemption (State CEQA Guidelines Section 15304). The exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Scott Marchetti, Recreation and Library Supervisor

Dion Louthan, Assistant City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-397

Celebrate Downtown Street Closure & Parking Map

RESOLUTION NO. 19-397

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING
THE CLOSING OF CERTAIN STREETS TO CELEBRATE THE DOWNTOWN BRIDGES
AND TRAIL GRAND OPENING EVENT

WHEREAS, City staff is requesting the closure of certain streets to celebrate the Downtown Bridges and Trail Grand Opening event, and

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the request to celebrate the Downtown Bridges and Trail Grand Opening ("the event") on Saturday, September 21, 2019, is hereby approved subject to the following terms and conditions:

1. Street and crosswalk closures:

- Oak Street, between 411 Oak Street to the roundabout at the Washington Boulevard from 6:30 a.m. – 3:00 p.m.
- South Grant Street between Oak Street and Vernon Street from 6:30 a.m. – 10:30 p.m.
- Crosswalks at Washington Boulevard north of the roundabout and Oak Street east of the roundabout from 6:30 a.m. – 3:00 p.m.

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

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

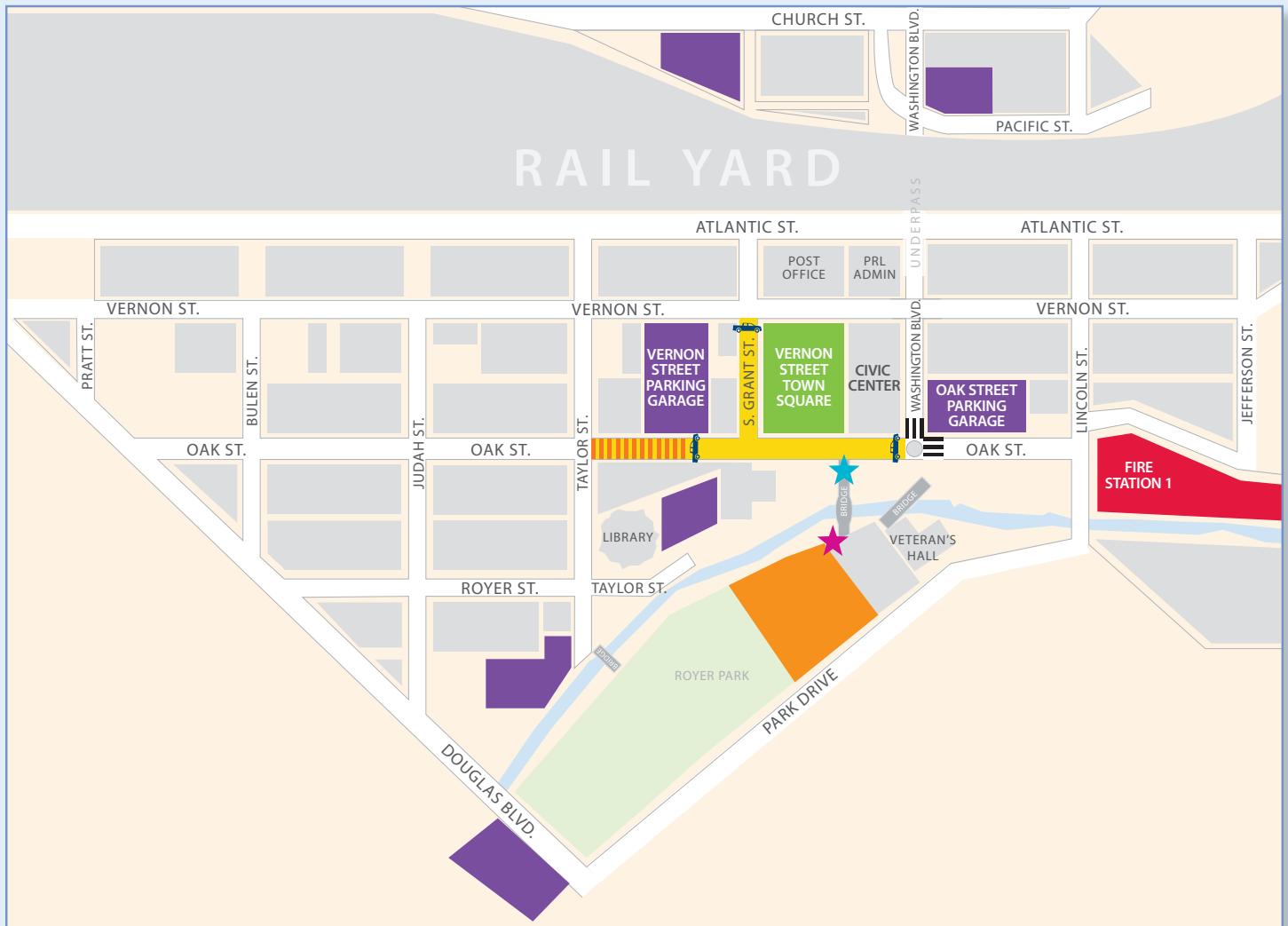
ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

EVENT & PARKING MAP



EVENTS

	BIKE RIDE 9:30am
	BRIDGES & TRAIL GRAND OPENING 10:30am
	FAMILY FEST 11:00am-2:00pm
	CARNIVAL 11:00am-2:00pm
	TRUCK EXPLORATION 11:00am-2:00pm
	FIRE STATION NO. 1 OPEN HOUSE 11:00am-2:00pm
	ABBAFAB CONCERT 7:30pm

PARKING

	FREE PARKING LOTS
	STREET CLOSURE
	ACCESS FOR PARKING GARAGE ONLY

CITY USE

	CITY VEHICLE
	CROSSWALK CLOSURE



COUNCIL COMMUNICATION

CC #: 0274

File #: 0210 & 0200

Title: Business License Tax Compliance Services and Ordinance Study - Professional Services Agreement Amendment

Contact: Nicholas Rosas 916-774-5314 nrosas@roseville.ca.us

Meeting Date: 9/18/2019

Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve a Second Amendment to Agreement for Professional Consultant Services for business license tax compliance services for a period of September 19, 2019, through February 3, 2021, and for a business license tax ordinance study, with HdL Software LLC (HdL), and authorize the City Manager to execute the agreement.

BACKGROUND

The City's business license tax is an annual tax for doing business within the city limits of Roseville. The Roseville Municipal Code requires a business license be obtained when any business activity is conducted within the City even if the business is located outside the city limits or if the business has a license from another city. Any business based in the City must have a license as well. This includes home-based businesses, building contractors, independent contractors, short-term rentals and non-profit businesses. Conducting business in the City without a license can result in citations and fines.

The business license tax is a general tax that helps pay for City services including police, fire, street maintenance, and other community services. These services benefit businesses, business owners, and the general public. The City's business license tax was enacted solely to raise revenue for municipal purposes, is not intended for regulation, and is not limited to cost recovery. Business license fees, on the other hand, charged by some other cities are intended for regulation and are limited to recovering the cost of regulation.

The City's Finance Department outsourced business license processing in 2014 to reduce General Fund costs and to improve customer service. Outsourcing the processing of business licenses and renewals benefited businesses by providing 24 hours a day, 7 days a week online processing of applications as well as consistent customer service hours. These benefits made it more efficient for the business community by providing an option to apply for their license online anytime and from anywhere.

The business license tax is based on the type and/or size of the business and range from \$15 to \$250 per year. A business license is valid from January 1 through December 31. To avoid penalties, license fees must be paid by February 1 of each year.

The City currently does not monitor or enforce business compliance with the current Business License Tax Ordinance. Compliance enforcement will ensure there is a level playing field for the business community. The compliance services being recommended includes revenue discovery and audits. These activities would be conducted by HdL in collaboration with City staff, and would include building an enhanced listing of business subject to licensure, performing field surveys, and communication and outreach. HdL's business support center will implement a business-friendly and education-centric approach to supporting the business community in all aspects of the compliance process.

HdL will also perform a study of the City's business license tax ordinance to recommend changes to modernize its language and to provide comparisons between the City's tax structure and amounts with other jurisdictions. With the results of the study, the City will consider updating the ordinance and/or revising the tax structure and amounts. Revising the tax structure and amounts may require approval by the City's voters. With the Council's direction to investigate General Fund revenue options, staff recommends a study of the City's current business license tax program to determine if revenue opportunities exist and if structural changes are warranted.

FISCAL IMPACT

The negotiated basis of payment for the tax compliance services is 35% of any additional business license tax revenue discovered and collected as a result of their compliance and audit services. The cost of the business license tax ordinance study will not exceed \$10,000.00 and will be funded by the Finance Department FY2019-20 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Adoption of this agreement will not have an impact on economic development or job creation.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA (CEQA Guidelines §15060(b)(3)).

Respectfully Submitted,

Nicholas Rosas, Accounting Supervisor

Dennis Kauffman, Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-396

Second Amendment

RESOLUTION NO. 19-396

APPROVING A SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF
ROSEVILLE AND HDL SOFTWARE LLC, AND AUTHORIZING THE CITY MANAGER
TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a second amendment to agreement for professional consultant services, by
and between the City of Roseville and HdL Software LLC, has been reviewed by the City
Council; and

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

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
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
CITY OF ROSEVILLE**

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 HdL Software LLC, a California limited liability company (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into an Agreement for Professional Consultant Services dated June 20, 2018 and amended December 19, 2018 (“Agreement”) regarding operations management services and business tax operations management services (“Project”); and

WHEREAS, CITY desires to amend the Agreement to include additional services for business license tax compliance services as described in CONSULTANT’s scope of services/proposal, which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, CITY desires to amend the Agreement to also include additional services for a business license tax ordinance study as described in CONSULTANT’s scope of services/proposal, which is attached hereto as Exhibit “B” and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit "A" titled "BUSINESS LICENSE TAX COMPLIANCE SERVICES" of this Second Amendment to Agreement. CONSULTANT's fee for performing business license tax compliance related services shall be 35% of the total business license tax compliance revenues collected.
2. CONSULTANT shall provide a business license tax ordinance study as described in Exhibit "B" titled "BUSINESS LICENSE TAX STUDY". For services as outlined in Exhibit "B", CONSULTANT shall be paid a fixed fee in the amount of ten thousand dollars (\$10,000.00). CONSULTANT shall submit one invoice for these services. CITY shall pay the invoice within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.
3. All other provisions of the Agreement shall remain unchanged and in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

HDL SOFTWARE LLC, a California
limited liability company

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
DENNIS KAUFFMAN
Chief Financial Officer

BY: _____
its: _____

and

BY: _____
its: _____

EXHIBIT “A”

City of Roseville, CA

BUSINESS LICENSE TAX COMPLIANCE SERVICES

June 19, 2019

HdL[®] Companies

SUBMITTED BY
HdL Companies
120 S. State College Blvd., Suite 200
Brea, CA 92821
hdlcompanies.com

CONTACT
George Bonnin
T: 714-879-5000
E: gbonnin@hdlcompanies.com

Thank you for the opportunity to present this proposal for HdL's Business License Tax Compliance Services. Please be advised that we maintain a busy implementation schedule throughout the year. Your position in the implementation schedule will be determined when a signed agreement is received.

Should you have any questions, please contact me at 888.861.0220 or by email at gbonnin@hdlcompanies.com.

Business License Tax Compliance Services

Service	Compensation
Business License Tax Discovery	35% of Revenues Collected
Business License Tax Audit	35% of Revenues Collected

General Scope of Work

Business License Tax - Revenue Discovery

Enriched Data Portfolio / Lead Identification – Utilizing data provided by the City, as well as the HdL Enriched Data Portfolio (EDP), HdL's team builds an enhanced listing of entities subjected to licensure or taxation including, but not limited to, those businesses physically located in the City, itinerant businesses, and entities participating in the sharing economy such as short-term rentals (STRs), drive sharing services and others. These entities are electronically matched to the existing files of the City using advanced data matching algorithms, allowing HdL staff to identify which entities are compliant and which entities require follow up.

Field Surveys – Experienced field crews, equipped with the most advanced tools available (mobile mapping/GPS systems, tablet computers pre-loaded with various City and state-wide databases, etc.) may canvass commercial areas of the City to develop and enhance the leads identified in the EDP. Field Surveys provide additional inventories of active businesses as well as to provide on-site verifications of data culled from other sources.

Exception Resolution – Records are reviewed by our skilled team members, filtering out records that may lead to erroneous contacts. This extra step allows staff to find additional revenues not otherwise identifiable through electronic means and assists in reducing potential complaints levied at City staff and management from pursuit of false positives.

Compliance Communication and Outreach – Upon exception resolution, HdL staff initiates contact with the identified entities through a series of City approved communication methods. HdL makes every effort to simplify the process for taxpayers and utilizes a variety of mediums for communication including mail, telephone, email and web-site access. Potential non-compliant entities are notified of their options to comply or dispute their non-compliant status. Initial notification packets include everything a business needs to become compliant and multiple methods of resolving their accounts.

Business Support Center – HdL operates a business support and service center where the business community can access expert staff during normal business hours. Businesses calling our toll-free line can expect minimal hold times along with access to a variety of options which include filing support, payment options, resolution of specific tax issues and other services designed to reduce the burden of registering and filing taxes. Our team of experts, including our resident Certified Revenue Officers (CRO), implements a business friendly and education centric approach to supporting the business community in all aspects of the management and compliance process.

Business Support Center ~Online – Businesses are encouraged to take advantage of the range of services available on-line, 24 hours a day, seven days a week. With *HdL Flex File*, businesses can choose to file their new business registration as well as make payments via our on-line filing portal. In addition to filing and paying for taxes, businesses can obtain copies of applications, general support and FAQs, schedule appointments and request copies of their tax registration all with the click of a button. Our on-line services underscore HdL's commitment to excellence in customer service and education by continually improving the registration and payment experience for the business community.

Document Submission / Processing – Whether the taxpayer chooses to respond by mail, email or our online filing website, each application submission is reviewed for completion and accuracy prior to processing. Any additional documentation needed to complete the approval of a submission, such as a home occupation permit, can also be requested or forwarded to other City departments either as a pre-requisite or as a courtesy to the business. All submissions are filed and stored electronically and made available to the City via standard reporting processes or upon request.

Invoicing – Once an application is approved, invoices are forwarded to the taxpayer indicating detailed tax calculations and balances owed. Taxpayers are provided the opportunity to pay their balances via mail, online, or over the phone services. Taxpayers will also have continued access to our Business Support Center for any questions or disputes arising from the invoice process.

Registry Update – Upon collection of all requirements which may include the payment, application and/or other documentation, HdL will prepare a Registry Update package to include payment as well as copies of all taxpayer correspondence and other relevant information. Data in the City registry file stored in the HdL Prime Software Suite is updated daily with packages from the Compliance Management Services. Once completed, the business will be processed through the standard processes approved through the HdL Operations Management Component.

Business License Tax – Audits

Analysis & Selection – Audit candidates are selected using a variety of selection methodologies developed by our audit team using decades of business license tax audit experience. Preliminary analysis reports on each business selected are shared with the City prior to moving through the audit phases.

Audit Notification & Scheduling – Businesses selected by HdL and approved by the City are sent a letter notifying them of a scheduled Compliance Analysis Audit. Every effort is made to promote a positive experience for the taxpayer. A detailed description of the requirements and relevant documentation required for the audit is provided to the business 2 weeks in advance of the proposed audit date. If the business is unable to meet the audit date selected by the City all efforts to reschedule the audit to a more accommodating date will be made. Businesses are also afforded the opportunity to schedule flexible appointment times by contacting the Business Support Center or visiting our online support center.

Compliance Analysis & Audit – The HdL audit team will audit the financial records of the business to determine compliance with business tax regulations. HdL validates taxing variables such as gross receipts and other relevant information for determining compliance. In addition to identifying underreporting issues, the HdL Audit Program will also focus on other compliance related issues such as assuring correct classifications, multiple location allocation, apportionment issues, and identifying business to business relationships that may create tax liability for 3rd parties.

Audit & Compliance Report – Upon completion of the audit and analysis, and prior to additional actions, a compliance report will be generated and reviewed with the City. The report will indicate specific results of the review and recommended future actions. Documentation that substantiates the findings in the report will be included with the report to assist the City and HdL in determining next step of the process.

Deficiency and Commendation Notification – Upon final review of the audit and analysis report businesses that are found to have deficiencies will be notified of the findings as well as the payment and appeal processes. HdL will also work with businesses found to be deficient to explain the current findings and educate taxpayers on proper future filing procedures so as to prevent future errors and deficiencies. Businesses found to be in compliance, will be sent a commendation letter thanking them for their compliance.

Invoicing & Collections – Business found to be underreporting are invoiced through the standard City approved collections process. Balances are collected and remitted along with supporting documentation to the City through the approved remittance processes.

EXHIBIT “B”

City of Roseville, CA

BUSINESS LICENSE TAX STUDY

June 19, 2019

HdL  Companies

SUBMITTED BY
HdL Companies
120 S. State College Blvd., Suite 200
Brea, CA 92821
hdlcompanies.com

CONTACT
George Bonnin
T: 714-879-5000
E: gbonnin@hdlcompanies.com

Thank you for the opportunity to present this proposal for HdL's Business License Tax Ordinance and Fee Analysis. Please be advised that we maintain a busy implementation schedule throughout the year. Your position in the implementation schedule will be determined when a signed agreement is received.

Should you have any questions, please contact me at 888.861.0220 or by email at gbonnin@hdlcompanies.com.

Business License Tax Ordinance and Fee Analysis

Service	Compensation
Business License Tax Ordinance and Fee Analysis	\$10,000.00

General Scope of Work

Current Tax Registry Analysis - HdL will conduct an analysis of the current business license ordinance and the City's tax registration database. Data will be compiled on the number of businesses, current tax revenues received by City, categories, and other related information in order to provide an accurate baseline for current models and the impact of changes

Fee Analysis and Comparative Study - Using the data compiled from the registration analysis, as well as data compiled from other sources such as neighboring cities, HdL will prepare a report comparing the City model and best practices to those of neighboring cities. The report will assist and provide the City with guidance as to possible positive changes to its current model. The report will also include filing options, sample tax forms, and other tax administration related data/documents.

Modified Tax Structure Options - As a result of the findings of the comparison report, HdL, in conjunction with City staff will draft a series of possible business tax re-structuring options for City consideration. Options may include the proposing of gross receipt-based taxes, employee-based taxes, flat taxes or a hybrid of all mentioned options. HdL will draft potential new and detailed structures to be used in the City's new ordinance. HdL will also review and provide sample ordinance language from neighboring cities "model ordinances". The final report will include, among other things, a complete business license tax structure recommendation along with revenue and cost impacts associated with each proposed model.



COUNCIL COMMUNICATION

CC #: 0295
File #: 0800-03

Title: Transmission Agency of Northern California Project Agreement Number 6
Contact: David Siao 916-746-1613 dsiao@roseville.ca.us

Meeting Date: 9/18/2019
Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a Resolution authorizing the City Manager to execute Project Agreement Number 6 between and among the Transmission Agency of Northern California (TANC) and its Participating Members. The agreement includes a cost allocation which apportions to Roseville a 3 percent share of TANC's costs of engagement in Transmission Owner (TO) rate cases. In Fiscal Year (FY) 2019-20, Roseville's share of TANC's budgeted cost for TO rate cases is approximately \$23,500.00. Funds are available in the Electric Department's FY2019-20 budget.

BACKGROUND

Roseville is a Participating Member of the Transmission Agency of Northern California (TANC). TANC owns and operates the California Oregon Transmission Project (COTP) which is a 339 mile high voltage transmission line from Southern Oregon to Central California. TANC, acting on behalf of the Participating Members, engages in regulatory forums, including before the Federal Energy Regulatory Commission (FERC), to protect the value of TANC's transmission assets and to support the Participating Members by striving to limit Member's exposure to transmission costs when transacting in the California Independent System Operator (CAISO) markets. TANC has historically placed particular focus on the Pacific Gas and Electric Company's (PG&E) TO rate cases due to the potential impact such rate cases may have on transmission rates.

Roseville has an interest in keeping the PG&E TO rates low, and using TANC as a way to impact these rates has been effective for Roseville and other TANC Participating Members. TANC and its Participating Members have determined it is appropriate to implement a more equitable cost allocation mechanism, Project Agreement Number 6 (PA6), for sharing these costs. Roseville's Participating Percentage share of PA6 is three percent (3%). Roseville does not currently pay any share of TANC's TO costs, yet does receive benefits of the cost allocation under PA6. PA6 would remain in effect for three years after execution by TANC and its Participating Members, and may be extended by one to three years by unanimous vote.

FISCAL IMPACT

TANC's FY2019-20 budget for "Participating Transmission Owner Engagement" is currently \$781,993.00. A three percent share of this would be approximately \$23,500.00. Future annual obligations may be adjusted by the TANC Commission, but are expected to be of a similar amount to the current budget. Funds are available in the Electric Department's FY2019-20 budget, and will be included in future years' budgets.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

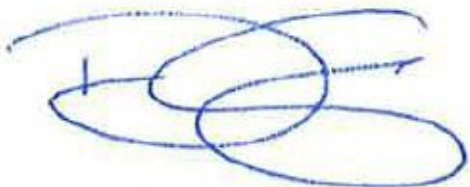
ENVIRONMENTAL REVIEW

Entering into this agreement is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required by the City.

Respectfully Submitted,

David Siao, Electric Resources Analyst

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-412

TANC Project Agreement 6

RESOLUTION NO. 19-412

APPROVING A TRANSMISSION AGENCY OF NORTHERN CALIFORNIA PROJECT AGREEMENT NO. 6, BETWEEN THE CITY OF ROSEVILLE AND TRANSMISSION AGENCY OF NORTHERN CALIFORNIA AND ITS PARTICIPATING MEMBERS AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Transmission Agency of Northern California Project Agreement No. 6 for Regulatory Engagement in Participating Transmission Owner Cases Before the Federal Energy Regulatory Commission, by and among the Transmission Agency of Northern California and the Cities of Alameda, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Roseville, Santa Clara, and Ukiah; the Modesto Irrigation District; the Sacramento Municipal Utility District, the Turlock Irrigation District; and the Plumas-Sierra Rural Electric Cooperative, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agreement No. 6 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

TRANSMISSION AGENCY OF NORTHERN CALIFORNIA
PROJECT AGREEMENT NO. 6 FOR REGULATORY ENGAGEMENT IN PARTICIPATING
TRANSMISSION OWNER CASES BEFORE THE FEDERAL ENERGY REGULATORY
COMMISSION

This Project Agreement No. 6 (Agreement) is entered into as of _____, 2019 by and among the Transmission Agency of Northern California, hereinafter referred to as TANC; and the Cities of Alameda, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Roseville, Santa Clara, and Ukiah; the Modesto Irrigation District; the Sacramento Municipal Utility District, the Turlock Irrigation District; and the Plumas-Sierra Rural Electric Cooperative (hereinafter collectively referred to as the “Participating Members” and together with TANC are “Parties” to this Agreement) with regard to the following:

RECITALS

WHEREAS:

- A. TANC, acting on behalf of the Participating Members, has engaged in certain regulatory forums, including before the Federal Energy Regulatory Commission (FERC), to protect the value of TANC’s transmission assets and to support the Participating Members by striving to limit the Participating Members’ exposure to transmission costs when transacting in the California Independent System Operator (CAISO) markets, or as otherwise may be applicable.
- B. TANC has historically placed particular focus on the Pacific Gas and Electric Company’s (PG&E) transmission owner (TO) rate cases due to the potential impact such rate cases may have on the transmission rates under TANC’s South of Tesla Principles (SOTP) existing transmission contract on PG&E’s transmission system.

- C. Prior to the effective date of this Agreement, costs associated with TANC's engagement in TO rate cases have been allocated to TANC Members based on their transmission capacity entitlements under the South of Tesla Agreement (SOT Allocation Percentages) due to the potential impact of PG&E's transmission costs on the SOTP transmission rate.
- D. TANC has also pursued engagement in FERC and other regulatory matters based on the potential impacts of TO rates or on industry matters generally and these costs have been shared based on either Project Agreement No. 3 (PA3) or Project Agreement No. 5 (PA5) allocation percentages.
- E. Certain SOT Members have entered into a settlement agreement with PG&E, and based on such are not subject to specific SOTP transmission rates for use of their SOTP transmission rights, but are rather subject to the CAISO's transmission rates.
- F. In addition to the potential impacts to the SOTP transmission rates, TANC Members may also be impacted by changes in the transmission rates charged by the CAISO for use of the CAISO controlled transmission system.
- G. The CAISO provides transmission service under a single statewide high-voltage transmission access charge (TAC) rate, where certain transmission investments made by the Participating Transmission Owners (PTOs) and other transmission rights holders, impact transmission costs for all users of the CAISO transmission system and therefore TANC has reviewed certain California and regional transmission projects for purposes of forecasting the high-voltage TAC.
- H. TANC Members are situated differently with respect to exposure to CAISO transmission rates, depending how a TANC Member receives transmission service

from the CAISO, or depending where they choose to procure their energy resources.

- I. TANC has conducted outreach with the Members to provide transparency for TANC's past activities in the FERC regulatory TO proceedings, and to provide an initial estimate of the benefits and costs of TANC's recent engagement in TO rate cases before FERC.
- J. TANC and the Participating Members have determined that it is appropriate to implement a revised cost allocation mechanism to be used by TANC for allocating certain legal and subject matter expertise costs, that are associated with TANC's engagement in TO rate cases and other related transmission activities.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, TANC and the Participating Members hereby agree as follows:

AGREEMENT

1. SCOPE OF ACTIVITY

Pursuant to the terms and conditions of this Agreement, TANC may be directed by the Commission to act on behalf of the Participating Members to engage in certain activities, either directly, indirectly, or in conjunction with legal counsel and subject matter experts, pertaining to proceedings that effect the CAISO Transmission Access Charge (Scope of Activity). The Scope of Activity contemplated herein generally includes:

- Representing the interests of the Participating Members by monitoring, analyzing, and participating in TO rate cases before FERC and any related judicial appeals;
- Engaging in other related filings or industry developments that affect the cost or provision of transmission service under TO rate cases; and,

- Engaging in other activities as may be approved by the Participating Members.

The Scope of Activity shall be supported by legal services and other specialized services relevant to TANC's participation in proceedings that are performed by qualified subject matter experts and/or witnesses. It may also include TANC Management and staff as required, or as determined to be beneficial, to advance TANC's and the Participating Members' interests.

The Scope of Activity shall apply to the TO rate cases and new related transmission activity matters that are filed subsequent to the effective date of this Agreement, and shall include all future activities and costs associated with PG&E's TO 18, TO 19 and TO 20 rate cases, but only for costs incurred after the effective date of this Agreement.

2. COORDINATION WITH OTHER ENTITIES

As part of TANC's duties under this Agreement, TANC shall strive to work collaboratively with other intervenors and relevant parties, and where practicable, build alliances and find common interest in promoting TANC's and the Participating Members' interest in the Scope of Activity. Such efforts include building coalitions, where strategically and economically viable, to support the alignment with other intervenors or to form "joint intervenor" perspectives for engaging in the Scope of Activity. This may include coordinating and sharing responsibilities on areas of common interest to ensure the most efficient advancement of TANC's interest on behalf of the Participating Members, and to reduce redundancy in the Scope of Activity of TANC and other similarly situated parties on issues of importance to TANC and the Participating Members.

To the extent coordination with other entities, including direct coordination with a Participating Member, or subset of Participating Members, results in gained efficiencies and benefits for TANC, or directly or indirectly reduces TANC's costs for performing the Scope of Activity contemplated herein, the Commission shall evaluate and consider such joint benefits and the individual Participating Member's funding obligations when establishing annual funding amounts. The

evaluation of joint benefits will occur prior to the development of the annual funding under this Agreement and may reflect completed work activities and planned activities, by a Participating Member or subset of Participating Members.

3. ROLE OF THE COMMISSION

The Commission shall provide TANC management policy and strategic direction, and set budgetary authorizations for TANC's overall engagement in the Scope of Activity, taking into consideration recommendations from TANC management, which may be further informed by guidance from legal counsel, relevant subject matter experts, and recommendations from the Contracts Committee.

Upon receiving direction from the Commission, TANC management is responsible for implementing the direction of the Commission with respect to Scope of Activity under this Agreement. TANC management will coordinate the Scope of Activity through the Contracts Committee, where the Contracts Committee will be responsible for reviewing and providing feedback regarding TANC's Scope of Activity, and will advise TANC's management for advancing the policy and strategic direction provided by the Commission. Notwithstanding the responsibility of the Contracts Committee described herein, all activities and decisions considered by TANC's management related to the Scope of Activity that involves potential legal action, or that is of a legal strategy, shall be further coordinated with legal representatives of the Participating Members through the Contracts Committee and/or the Commission.

This coordination will include when reasonably practicable: (i) draft materials for filing in advance to the Contracts Committee for review and comment prior to submission to FERC; (ii) access to any relevant filings in connection with the Scope of Activity; and (iii) analysis from legal counsel and subject matter experts supporting the positions of TANC or other intervenors related to the Scope of Activity.

TANC management shall provide briefings and supporting material to the Commission and the Contracts Committee at each regularly scheduled meeting regarding the status of the Scope of Activity under this Agreement. Briefing materials may include the following:

- An overview of the relevant proceedings and known schedules;
- Assessment of the financial impact to TANC and, to the extent practicable, each of the Participating Members;
- The scope of TANC's potential initial engagement and each recommended change in scope;
- Identification of potential legal actions that TANC should consider and the likelihood of success (by argument if practicable);
- An estimate of the potential benefits and costs associated with engagement (periodically updated as may be necessary recognizing progress of proceedings under the Scope of Activity); and
- Scope of Activity progress reports identifying:
 - Status of the proceeding
 - Summary of TANC's issues and the position(s) of relevant intervenors
 - Costs incurred for engagement, tracking, and monitoring, as well as any changes to the estimated benefits and costs
 - Identification of key decision points in the proceeding

4. VOTING

The Commission shall direct all policy and legal action required in connection with this Agreement. The Contracts Committee will direct the implementation of the Commission's policy and legal direction. The Participation Percentages set forth in Appendix 1, as attached hereto and made part of this Agreement, shall govern voting rights for actions taken under this Agreement. In order for a formal action to be taken by the Commission or the Contracts Committee under this Agreement related to the Scope of Activity, a quorum of the Participating Members shall be

established, where the Participation Percentages of the Participating Members present must be at least 60%. An affirmative vote representing 60% of the Participation Percentages of the Participating Members under the Agreement is required to provide authorization.

The Participating Percentages as set forth in Appendix 1 may be modified by a unanimous vote of the Participating Members. The Participating Members may determine additional Participating Percentages for cost allocation and voting for specific regulatory or legal proceedings, based on unanimous approval of the Participating Members.

5. FUNDING AND OBLIGATIONS FOR ACTIVITIES

All costs attributed to the Scope of Activity performed in accordance with this Agreement shall be allocated to the Participating Members based on the Participation Percentages set forth in Appendix 1; provided, however, as described in Section 2 of this Agreement, the funding obligation of a Participating Member, or subset of Participating Members, shall be considered and may be adjusted by the Commission to account for any contributions or benefits associated with joint coordination and activities among the Participating Members. Any adjustments by the Commission of the funding obligation for Participating Members contemplated under this Section 5 shall be by the voting under Section 4..

All costs that are estimated to be incurred under this Agreement shall be included in the annual TANC Budget, and the total amount of expenses TANC is authorized to incur during any fiscal year for performing the Scope of Activity under this Agreement shall be subject to annual caps and not exceed the Budget or the annual funding caps unless additional funding is approved by the Commission. Costs shall be itemized by proceeding for the sole purpose of TANC's work under the Scope of Activity, including accounting for distinct legal costs, subject matter experts and witnesses. TANC management costs may be included upon approval of the Commission.

6. TERM AND TERMINATION.

This Agreement shall take effect as of the date hereof and shall remain in full force and effect for three years from the date that TANC and the Participating Members execute the Agreement. At least 120 days in advance of the initial three-year term of this Agreement, the Participating Members may extend the term for an additional one to three years by a unanimous vote. In accordance with Section 15.6 of PA3, the provisions of Section 15 of PA3 shall be incorporated by reference.

In the event that one or more Participating Members choose to terminate its participation in this Agreement, by providing written notice 100 days prior to the end of the initial three-year term or pursuant to the provisions of Section 15 of PA3, the remaining Participating Members may elect to adjust the cost allocation percentages shown in Appendix 1 and continue this Agreement. If by the end of the initial three-year term of this Agreement the remaining Participating Members have not agreed to adjust the allocation percentages shown in Appendix 1, TANC shall terminate this Agreement.

Upon termination of this Agreement, or termination of any individual Participating Member's participation in this Agreement pursuant to this Section 6, any costs and liabilities associated with the Scope of Activity approved in accordance with this Agreement shall remain the obligation of the Participating Members until such Scope of Activity is completed.

Prior to the termination of this Agreement, the TANC Commission shall review TANC's role with respect to the Scope of Activity and take action regarding TANC's continued work and related cost allocation.

7. AMENDMENTS

This Agreement may be amended only by the written agreement of all the parties hereto.

8. DEFAULT

Upon the failure of any Participating Member to meet its obligations hereunder, TANC shall give written notice of the failure to such Participating Member and, if such failure has not been cured within forty-five (45) days after the date of such notice, it shall constitute a default at the expiration of such forty-five (45) day period. Upon such default, TANC may terminate this Agreement as to the defaulting Participating Member, and protect and enforce its rights hereunder by suit or suits in equity or at law, whether for the specific performance of any covenant herein or for damages or in aid of the execution of any power granted herein or any other remedy available under any provision of applicable law. The cost allocation percentages may be adjusted amongst the remaining Participating Members.

9. INDEMNIFICATION

Each Party and its officers, agents, employees, commissioners and board members, undertake no legal liability to the other Parties to this Agreement ("Indemnitees") and each Party releases, holds harmless, and covenants not to sue any Indemnitees for any cause, claim, injury, damage, or death arising from a negligent act or omission of any other Party in connection with this Agreement.

10. SEVERABILITY

If any provision of this Agreement is finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect as though the invalid provision had not been included herein.

11. MEMBERS' OBLIGATIONS SEVERAL

The obligation of each Participating Member to make payments under this Agreement is a several obligation and not a joint obligation with those of the other Participating Members.

12. WAIVER OF DEFAULT

Any waiver at any time by any party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

13. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute a single Agreement.

15. SIGNATURES

In witness whereof, the parties have caused this Agreement to be executed as of the date first above written. The signatories to this Agreement represent that they have been appropriately authorized to enter into this Agreement on behalf of the party for whom they sign.

PARTICIPATING MEMBERS

CITY OF ALAMEDA

By: _____

Name: _____

Title: _____

Date: _____

CITY OF HEALDSBURG

By: _____

Name: _____

Title: _____

Date: _____

CITY OF LODI

By: _____

Name: _____

Title: _____

Date: _____

CITY OF LOMPOC

By: _____

Name: _____

Title: _____

Date: _____

MODESTO IRRIGATION DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CITY OF PALO ALTO

By: _____

Name: _____

Title: _____

Date: _____

PLUMAS-SIERRA RURAL ELECTRIC COOPERATIVE

By: _____

Name: _____

Title: _____

Date: _____

CITY OF REDDING

By: _____

Name: _____

Title: _____

Date: _____

CITY OF ROSEVILLE

By: _____

Name: _____

Title: _____

Date: _____

SACRAMENTO MUNICIPAL UTILITY DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CITY OF SANTA CLARA

By: _____

Name: _____

Title: _____

Date: _____

TURLOCK IRRIGATION DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CITY OF UKIAH

By: _____

Name: _____

Title: _____

Date: _____

TRANSMISSION AGENCY OF NORTHERN
CALIFORNIA

By: _____

Name: _____

Title: _____

Date: _____

Appendix 1

Participating Percentages and Voting Rights

TANC Member	Percentage (%)
MID	23.0000
Redding	8.0000
SMUD	11.0000
SVP	26.0000
TID	8.0000
Alameda	4.0000
Healdsburg	1.0000
Lodi	4.0000
Lompoc	1.0000
Palo Alto	9.0000
Plumas	1.0000
Roseville	3.0000
Ukiah	1.0000
Total	100.0000



COUNCIL COMMUNICATION

CC #: 0287

File #: 0900-04-03

Title: Junction Boulevard and Park Regency Drive Signalization Project – Notice of Completion

Contact: Daniel Lierly 916-746-1376 delierly@roseville.ca.us

Meeting Date: 9/18/2019

Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council accept this project as complete and adopt a resolution authorizing the Public Works Director to execute the Notice of Completion.

BACKGROUND

The Junction Boulevard and Park Regency Drive Signalization Project was proposed to provide right-of-way controls for the orderly movement of traffic and improve pedestrian and bicycle safety at this intersection by creating a connection across Junction Boulevard for the multi-use path that runs from Baseline Road to the Green Belt area near Mahany Park. Exhibit A is attached showing the location of the installed signal and crosswalk at the intersection of Junction Boulevard and Park Regency Drive.

The Engineering Division has made the final inspection of the project and has found the work to be completed in accordance with the project's plans and specifications, and it is now ready for acceptance. In accordance with the specifications and the Faithful Performance Bond, the contractor shall guarantee the installation of the improvements for a period of twelve months from the date of the notice of completion.

FISCAL IMPACT

The project was awarded at the August 1, 2018 Council meeting for \$333,500.00 and the final construction cost was \$336,666.86. The final contract cost is greater than the project award cost by 1% which fits within the projects 10% contingency. The increase in construction cost can be primarily attributed to field adjustments to the signal placement locations.

The project was fully funded with Transportation Development Act funds. No General Fund resources were used on the project.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a Notice of Completion meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Daniel Lierly, Assistant Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-407

Notice of Completion

Exhibit A - Location Map

RESOLUTION NO. 19-407

ACCEPTING THE PUBLIC WORK KNOWN AS JUNCTION BOULEVARD AND PARK
REGENCY DRIVE SIGNALIZATION 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 Junction Boulevard and Park Regency Drive Signalization 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
_____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the Junction Boulevard and Park Regency Drive Signalization Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was St. Francis Electric, LLC.

The surety on said project The Guarantee Company of North America USA.

Jason Shykowski
Public Works Director
City of Roseville
Owner

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

I, Jason Shykowski, being first duly sworn, depose and say: I am the Public Works Director 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.

Jason Shykowski
Public Works Director
City of Roseville

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

State of California)
County of Placer)

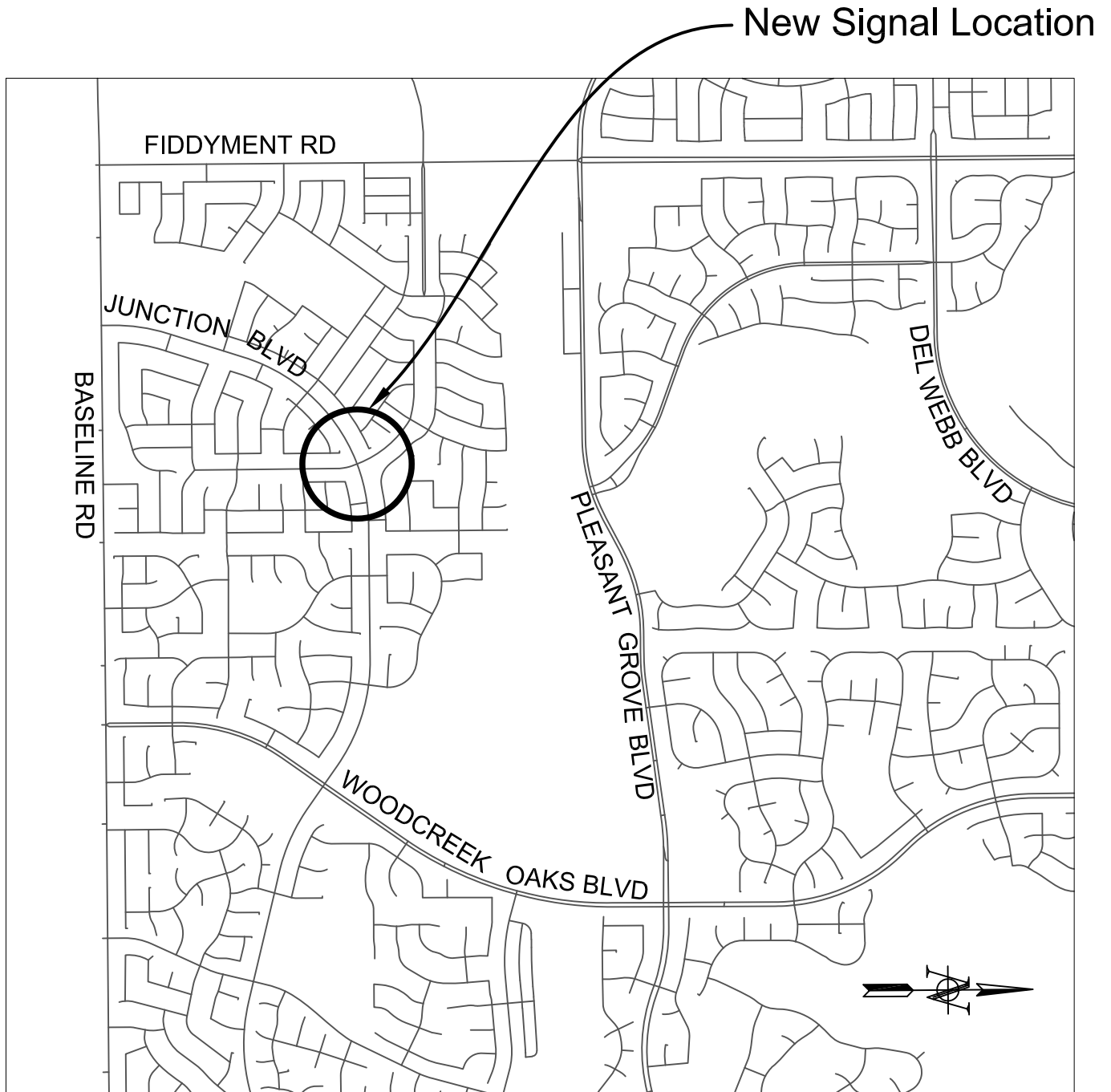
Subscribed and sworn to (or affirmed) before
me on this ____ day of _____,
20____, Jason Shykowski
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A

Junction Boulevard and Park Regency Drive Signalization Project





COUNCIL COMMUNICATION

CC #: 0303

File #: 1002 & 1002-06

Title: Oak Ridge Drive Bridge Replacement Over Linda Creek Project - Property Acquisition and Temporary Construction Easements

Contact: Paul Anderson 916-746-1300 pranderson@roseville.ca.us

Meeting Date: 9/18/2019

Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution approving an agreement for the sale of real property, approving seven temporary construction easements and authorizing the City Manager to execute the purchase agreement, the temporary construction easements, and all related documents on behalf of the City for the construction of the Oak Ridge Drive Bridge Replacement Project.

BACKGROUND

The existing Oak Ridge Drive Bridge is functionally obsolete as well as hydraulically inadequate and was modified in 2001 with water tight railing and adjoining floodwalls on the north side of the channel to control flooding events. The existing bridge northerly abutment was originally constructed on a fill prism placed in the floodway contiguously to the north creek bank. This fill prism and low-lying bridge act as a hydraulic constriction to the floodwaters within Linda Creek. The roadway profile leading to and over the bridge is on a relatively steep grade of approximately 7 percent.

The Oak Ridge Drive Bridge Project will do the following:

- Remove a portion of the constricting earthen fill prism from the floodway
- Remove the functionally obsolete narrow two-lane bridge
- Construct a longer, standard two-lane bridge with shoulders and sidewalks on both sides
- Close the gap in sidewalk along the western side of the roadway
- Raise the roadway and bridge profile
- Reconnect the floodwalls with transitions to new bridge
- Relocate one sewer line, one water line, and one gas line with the new bridge.

Construction is anticipated to begin in the spring of 2020 and be completed in the fall of 2020, and is funded entirely by federal Highway Bridge Program (HBP) and Toll Credit funds.

As part of the project, roadway, bike trail, and property access approaches will be reconstructed to accommodate the necessary profile adjustment. The reconstructed roadway approaches will extend approximately 265 feet to the south and 220 feet to the north of the bridge to accommodate the elevated bridge deck and better assist with ADA and pedestrian access.

The improvements require acquisition of approximately 103 square feet of right of way (fee acquisition) and approximately 7,602 square feet of temporary construction easements (TCE's) from various property owners.

The one fee acquisition required to construct this project is:

- 1401 Rampart Drive (APN 470-100-042)

The seven TCE's required to construct this project are:

- 930 Oak Ridge Drive (APN 470-070-057) - \$3,850.00
- 1086 Oak Ridge Drive (APN 470-070-053) - \$1,900.00
- 1090 Oak Ridge Drive (APN 470-070-054) - \$650.00
- 1100 Oak Ridge Drive (APN 470-084-028) - \$2,400.00
- 1102 Oak Ridge Drive (APN 470-084-029) - \$1,500.00
- 1401 Rampart Drive (APN 470-100-042) - \$10,000.00 (fee acquisition and TCE)
- 1415 Vinmar Court (APN 470-050-016) - \$6,100.00

The total purchase price for the single acquisition and seven TCE's is \$26,400.00, which is consistent with the appraised amount. All owners have signed memorandums agreeing to the above amounts.

FISCAL IMPACT

The total purchase price for the one acquisition and seven TCE's is \$26,400.00. The project is fully funded by the federally Highway Bridge Program (HBP) and Toll Credit funds. No General Fund resources will be used on this project.

ENVIRONMENTAL REVIEW

Adoption of the attached resolution to approve purchase and sale of real property for temporary construction easements for the Oak Ridge Drive Bridge Replacement Project is an action that is subject to CEQA. Project level CEQA compliance for the Oak Ridge Drive Bridge Replacement Project was accomplished with preparation of the *Oak Ridge Drive Bridge Replacement Project Initial Study/Mitigated Negative Declaration* (Adopted: October 21, 2015) (SCH No. 2015072040). Because the project is consistent with the project evaluated in the *Oak Ridge Drive Bridge Replacement Project Initial Study/Mitigated Negative Declaration*, no new effects would be expected to occur and all applicable mitigation measures from the *Oak Ridge Drive Bridge Replacement Project Initial Study/Mitigated Negative Declaration* will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Paul Anderson, Assistant Engineer

Jason Shykowski, Public Works Director

ATTACHMENTS:

Description

- Resolution No. 19-416
- 1401 Rampart Drive
- 1102 Oak Ridge Drive
- 1100 Oak Ridge Drive
- 1090 Oak Ridge Drive
- 1086 Oak Ridge Drive
- 930 Oak Ridge Drive
- 1415 Vinmar Court

RESOLUTION NO. 19-416

APPROVING AN AGREEMENT FOR SALE OF REAL PROPERTY AND SEVEN
TEMPORARY CONSTRUCTION EASEMENTS FOR
THE OAK RIDGE DRIVE BRIDGE REPLACEMENT PROJECT

WHEREAS, the existing Oak Ridge Drive Bridge is functionally obsolete and in need of replacement; and

WHEREAS, construction is anticipated to begin in the Spring of 2020 and is funded entirely by federal Highway Bridge Program (NBP) and Toll Credit funds; and

WHEREAS, as part of the project, roadway, bike trail, and property access approaches will be reconstructed to accommodate the necessary profile adjustment; and

WHEREAS, the improvements require acquisition of approximately 103 square feet of right of way (fee acquisition) and approximately 7,602 square feet of temporary construction easements (TCE's) from various property owners; and

WHEREAS, an agreement for sale of real property for the property located at 1401 Rampart Drive has been reviewed by City Council; and

WHEREAS, City Council has also reviewed the temporary construction easements for properties located at:

- 930 Oak Ridge Drive
- 1086 Oak Ridge Drive
- 1090 Oak Ridge Drive
- 1100 Oak Ridge Drive
- 1102 Oak Ridge Drive
- 1401 Rampart Drive
- 1415 Vinmar Court

THEREFORE BE IT RESOLVED by the City Council of the City of Roseville that the agreement for sale of real property and temporary construction easements required for the Oak Ridge Drive Bridge Replacement project are hereby approved and the City Manager is authorized to execute said agreement, temporary construction easements, and all related documents on behalf of the City.

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 SALE OF REAL PROPERTY

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between the **CITY OF ROSEVILLE, a municipal corporation of the State of California**, as grantee ("CITY") and **Lola M. Bower, an unmarried woman**, as grantor ("GRANTOR"),

W I T N E S S E T H:

WHEREAS, GRANTOR is the owner of certain real property identified as Assessor's Parcel Number 470-100-042 located in the City of Roseville, County of Placer; and

WHEREAS, CITY desires to acquire in fee a portion of said real property described in the attached legal description marked Exhibit "A" and depicted on the attached plat map marked Exhibit "B" which are attached hereto and incorporated by reference (the "Subject Property") for the purpose of constructing the Oak Ridge Drive Bridge Replacement Project ("the Project"); and

WHEREAS, GRANTOR agrees to sell and CITY agrees to buy the Subject Property, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Purchase Price. GRANTOR agrees to sell, and CITY agrees to buy, the Subject Property for the sum of Seven Thousand Three Hundred Dollars (\$7,300.00) ("Purchase Price"), which the parties agree includes compensation for any and all improvements located within the Subject Property and any severance damages, loss of goodwill damages, relocation assistance payments, costs, or attorney fees, except as provided herein.

2. Conveyance. GRANTOR has executed or will execute prior to the Close of Escrow, as defined herein, the conveyance Deed in the format satisfactory to the City Attorney of CITY (collectively "Deed"), conveying the Subject Property to CITY.

3. Escrow. CITY has opened an escrow for this transaction with Fidelity National Title Company, 1375 Exposition Blvd., Suite 240, Sacramento, CA 95815, and Attention: Paul Avila ("the Title Company") under Escrow #13-5015029 as described in the Escrow Instructions attached hereto as Exhibit "C" (the "Escrow Instructions"). Prior to the Close of Escrow, GRANTOR shall deliver the Deed to the Title Company. Prior to the Close of Escrow, CITY shall deposit with the Title Company the Purchase Price for the account of GRANTOR, conditioned upon the Subject Property vesting in CITY free and clear of all liens, leases, encumbrances, assessments, easements, bonds, judgments and debts secured by Deeds of Trust or mortgages except as indicated in the Escrow Instructions. If for any reason escrow fails to close as set forth herein, including termination of this Agreement, the Title Company shall return all funds and documents to the party that submitted such funds or documents.

4. Title Approval. CITY's disapproval of any exception shown in the title report is set forth in Exhibit "C", the Escrow Instructions. GRANTOR shall notify CITY within fifteen (15)

working days of the Effective Date of this Agreement if it elects not to remove or is unable to remove any disapproved exception. CITY shall have five (5) working days after notification of such action either (i) to terminate this Agreement or (ii) to waive its disapproval of such exception and agree to purchase the Property subject to the disapproved exception. If CITY fails to notify GRANTOR, in writing, within five (5) working days of its election pursuant to this paragraph, CITY shall be deemed to have elected to terminate this Agreement. In the event of termination of this Agreement, the parties shall have no obligations hereunder. Any exception which CITY has approved hereunder, either by CITY's approval, CITY's failure to disapprove such exception, or by CITY's waiver of disapproval, shall be deemed a "Permitted Exception".

5. Discharge of Obligations. The Title Company may expend any and all money payable to GRANTOR under this Agreement to discharge any obligations (except those identified in the Escrow Instructions as being taken subject to) which are liens upon the Subject Property, including but not limited to, those arising from judgments, assessments, delinquent taxes (other than for the fiscal year referred to in the Escrow Instructions), or debts secured by deeds of trust or mortgages or to defray any other incidental costs other than those specified in the escrow instructions to be borne by CITY. Any money made payable pursuant to a deed of trust shall be made payable to the beneficiary entitled to the money pursuant to the deed of trust; provided, however, that the beneficiary shall first furnish GRANTOR and the Title Company with a good and sufficient receipt showing the money to be credited against the indebtedness secured by the deed of trust.

6. Allocation of Taxes and Assessments. Taxes for the fiscal year in which the escrow closes shall be cleared and paid for in the manner required by Section 5086 of the Revenue and Taxation Code. As a deduction from the amount shown in Section 1, above, CITY shall be authorized to pay any delinquent taxes due in any fiscal year, except the fiscal year in which this escrow closes, together with penalties and interest thereon. If GRANTOR has prepaid any taxes which are cancelled pursuant to Section 5086 as to the Subject Property, GRANTOR may seek any refunds to which it is entitled from such taxing agencies. If the Subject Property is subject to any assessments which are not subject to cancellation under Revenue and Taxation Code section 5086, such assessments shall be prorated as of the date of apportionment. GRANTOR shall pay all taxes and assessments outstanding up to the date of apportionment, if any, as to the Subject Property.

7. Escrow Costs. CITY shall pay all escrow fees, recording fees and title insurance charges incurred in this transaction.

8. Date of Possession. The right of possession and use of the Subject Property by the CITY, including the right to remove and dispose of improvements, shall commence upon the Effective Date of this Agreement, or the Close of Escrow, whichever occurs first, and the amount shown in Paragraph 1 of this Agreement includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

9. Title and Escrow Closing. Title to the Subject Property shall pass immediately upon Close of Escrow. Escrow shall close no later than sixty (60) days after the Effective Date of this Agreement (the "Close of Escrow").

10. Escrow Instructions. A copy of this Agreement shall be delivered to the Title Company by CITY and shall have Escrow Instructions attached. The issuance of any additional escrow instructions shall be the sole responsibility of CITY, but must be signed by GRANTOR to be valid and enforceable and approved by the City Attorney.

11. Time. Time is of the essence of this Agreement.

12. No Existing Tenancy. GRANTOR shall deliver possession of the Subject Property to CITY on the Closing Date free of all tenants and shall indemnify and hold CITY harmless from the claims of any tenants claiming a right to possession arising before the Closing Date. If a tenant remains in possession on the Closing Date, CITY may terminate this Agreement without liability on CITY's part.

13. Project. GRANTOR understands that the acquisition of the Subject Property is in connection with the construction, operation and maintenance by CITY of the Project, and that the payment of the money provided by this Agreement constitutes the entire consideration for the sale. GRANTOR hereby waives and releases CITY from any obligation, claim or damage on account of the grant of the Subject Property to CITY or on account of the location or construction of the Project.

14. Hazardous Substances. Neither GRANTOR, nor to the best of GRANTOR's knowledge, any third party, has engaged in the generation, use, manufacture, storage, treatment, transportation, or disposal of any "hazardous substance" on the Subject Property. In addition, neither GRANTOR, nor to the best of GRANTOR's knowledge, any third party has received any form of notice of violation of any "applicable environmental law" with respect to the Subject Property, including any groundwater.

For purposes of this Agreement, the term "hazardous substance" means either any petroleum product or any substance, chemical, or waste that is listed as hazardous, toxic or dangerous under any applicable environmental law.

For purposes of this Agreement, the term "applicable environmental law" means the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 USC §9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 USC 6901 et seq.; the federal Water Pollution Control Act, 33 USC §1251 et seq.; the Clean Air Act, 42 USC §7401 et seq.; the Hazardous Materials Transportation Act, 49 USC §1471 et seq.; the Toxic Substances Control Act, 15 USC §§2601-2629; and the Safe Drinking Water Act, 42 USC §300f-300j; as each has been amended from time to time; or any similar state and local laws or ordinances or regulations implementing such statutes.

15. Flood Control Act. GRANTOR discloses that the Subject Property is not located in a "flood zone," as set forth on F.E.M.A. or H.U.D. "Special Flood Zone Area Maps."

16. Special Studies Zone Act. GRANTOR discloses that the Subject Property is not situated in a Special Study Zone as designated under the Alquist-Priolo Special Studies Zone Act, Sections 2621-2630, inclusive, of the California Public Resources Code, or otherwise in an area of the high geologic hazard ("Geologic Zone").

17. Testing. If applicable, CITY may at all reasonable times enter upon the Subject Property and conduct tests, take soil or water samples or soil borings to determine if hazardous substances exist. If, such testing detects the existence of a hazardous substance, CITY may, at its sole option, rescind and terminate this Agreement and cancel the escrow. Provided, however, that CITY shall exercise said option not later than sixty (60) days after the Effective Date of this Agreement or the Close of Escrow whichever occurs first.

18. Construction Work by CITY. CITY shall perform, at no expense to GRANTOR, the construction work identified on the plans titled "Oak Ridge Drive Bridge Replacement Project". A copy of the plans can be viewed at the CITY'S Permit Center located at 311 Vernon Street, Roseville, CA 95678. CITY and its authorized agents or contractors are hereby granted permission to enter onto GRANTOR'S remainder property to perform such construction work.

19. GRANTOR's Warranties.

GRANTOR hereby represents and warrants to CITY:

A. Contracts:

That there are no service contracts or other contractual obligations (except which GRANTOR has disclosed to CITY) upon which GRANTOR is obligated pertaining to the Subject Property, except those which can be terminated upon not more than thirty (30) days' notice.

B. Documents Delivered:

That all documents delivered to GRANTOR by CITY pursuant to the terms of this Agreement are complete.

C. Special Assessments or Condemnation:

That there are not presently pending any special assessments or condemnation actions against the Subject Property, or any part thereof, nor has GRANTOR received any notice of any special assessments or condemnation actions being contemplated except as otherwise listed on the Escrow Instructions.

D. Leasing Commissions:

That there are no outstanding leasing commissions payable for any lease as to the Subject Property and there are no obligations to pay any leasing commission(s) for any renewal of the tenancy of any of the tenants or for any new lease negotiated prior to Close of Escrow.

E. Title:

1) Encumbrances:

Except for those specifically listed in the Preliminary Title Report dated February 14, 2017 and stated as Permitted Exceptions in the Escrow Instructions, to GRANTOR's best knowledge, the Subject Property is free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, covenants, conditions, and restrictions of any kind.

2) Encroachments:

To GRANTOR's best knowledge, there are no encroachments on the Subject Property from adjoining property, and the Subject Property does not encroach on any adjoining property, easements, or streets.

F. Litigation:

That GRANTOR is not involved in or aware of any pending or threatened litigation which does or will affect the Subject Property. There are no actions or proceedings pending or threatened against GRANTOR before any court or administrative agency in any way connected with or relating to the Subject Property, or affecting GRANTOR's ability to fulfill all of its obligations under this Agreement.

G. Indemnification:

That GRANTOR shall indemnify and hold CITY harmless from any liability, loss or claim for damages, including reasonable costs and attorneys' fees, arising from any lease as to the Subject Property accruing prior to the Close of Escrow; arising out of any theft, damage, or injury to any tenants on the Subject Property or their personal property, and occurring prior to Close of Escrow; or arising out of the breach by GRANTOR of the covenants or any warranties or the falsity of any of the representations set forth in this Agreement.

H. Survival:

That GRANTOR's representations, warranties and covenants contained in this paragraph shall survive Close of Escrow and the recordation of the Deed.

I. Authority:

That GRANTOR has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement.

J. Lease Back Rights:

That GRANTOR waives any notice or right of first refusal pursuant to Code of Civil Procedure section 1245.245 and any lease-back rights under Code of Civil Procedure section 1263.615.

K. Brokers:

That no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. If any broker or finder makes any claim for a commission or finder's fee, GRANTOR shall indemnify, defend and hold CITY harmless from all liabilities, expenses, losses, damages or claims (including reasonable attorneys' fees) arising out of such broker's or finder's claims.

L. Advice of Professionals:

GRANTOR has had the opportunity to be advised by their own legal counsel and professionals in connection with this Agreement, and has obtained, and relies upon, such advice as GRANTOR deems appropriate.

20. Integrated Agreement. This is an integrated Agreement, and it contains all of the terms, considerations, understandings and promises of the parties. It shall be read as a whole. This Agreement may be amended, modified, changed or rescinded only by an instrument in writing, executed by the parties, except as provided herein.

21. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force

without being impaired so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

22. Attorney's Fees. In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees.

23. Venue/Governing Law. 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.

24. Binding Agreement. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the parties.

25. Joint Effort. This Agreement is the result of the joint efforts and negotiations of parties hereto, and no single party is the author or drafter of it. The parties agree that this Agreement shall be interpreted as though each of the parties participated equally in the composition of this Agreement and each and every part of it.

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

GRANTEE

City of Roseville
Public Works Director
311 Vernon Street
Roseville, CA 95678

GRANTOR

Lola M. Bower
1401 Rampart Drive
Roseville, CA 95661-4711

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

27. Special Provisions. The Special Provisions attached hereto as Exhibit "D," if any, are hereby incorporated, and made a part of this Agreement by this reference. In the event of any conflict or inconsistency between this Agreement and the Special Provisions, the terms of the Special Provisions shall prevail.

28. Further Assurances. Each party to this Agreement agrees to execute, acknowledge and deliver such further instruments as may be necessary or desirable to accomplish the intent and purpose of this Agreement.

29. Effective Date. This Agreement shall be effective upon full execution by all parties (the "Effective Date").

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has caused this Agreement to be executed 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 GRANTOR has caused this Agreement to be duly executed.

GRANTEE:
CITY OF ROSEVILLE, a
municipal corporation of the
State of California

GRANTOR:
LOLA M. BOWER,
an unmarried woman

BY: _____
DOMINICK CASEY
City Manager

BY: Lola M. Bower
LOLA M. BOWER

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

BY: _____
ROBERT R. SCHMITT
City Attorney

[Signature]
JEREMY NIED
Right-of-Way Agent

APPROVED AS TO SUBSTANCE:

BY: [Signature]
~~RHON HERNDON, P.E.~~ Jason Shykowski
Public Works Director

Exhibits

- A: Legal Description of Subject Property
- B: Plat of Subject Property
- C: Escrow Instructions
- D: Special Provisions

EXHIBIT "A"
Legal Description

EXHIBIT "A"
LEGAL DESCRIPTION

APN: 470-100-042
Right of Way

All that real property situate in Section 12, Township 10 North, Range 6 East, M.D.M., County of Placer, State of California, being a portion of Lot 66 as shown in Book G of Maps, Page No. 12 recorded September 22, 1960, Official Records of Placer County, more particularly described as follows:

Commencing at a 2-1/2" Iron Pipe in a well at the intersection of the centerline of Vinmar Court, with the east Right of Way line of Oak Ridge Drive, as shown in Book F of Maps, Page No. 70, recorded March 10, 1960, Official Records of Placer County; thence along said east Right of Way line of Oak Ridge Drive, South 00°55'47" East 271.36 feet; thence continuing along said east Right of Way South 00°59'35" East 48.69 feet to the Northwest corner of Lot 66 and the **Point of Beginning**; thence leaving said Northwesterly corner of Lot 66, North 83°44'19" East 2.86 feet along the north line of said Lot 66; thence leaving said north line South 01°12'07" East 12.00 feet; thence South 00°35'10" East 55.54 feet to said east Right of Way line; thence along said east Right of Way line North 03°07'04" West 67.32 to the **Point of Beginning**.

Containing 0.00 acres or 100 square feet.

Bearings and distances used in the above description are based upon the California Coordinate System of 1983, EPOCH 2010.00, Zone (2). Distances are in US Survey Feet, multiply the distances shown above by 1.00007 to obtain ground level distances.

This real property description has been prepared at Mark Thomas, by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Brandon Benton, LS 8679



July 12, 2017
Date

EXHIBIT "B" **Plat Map**

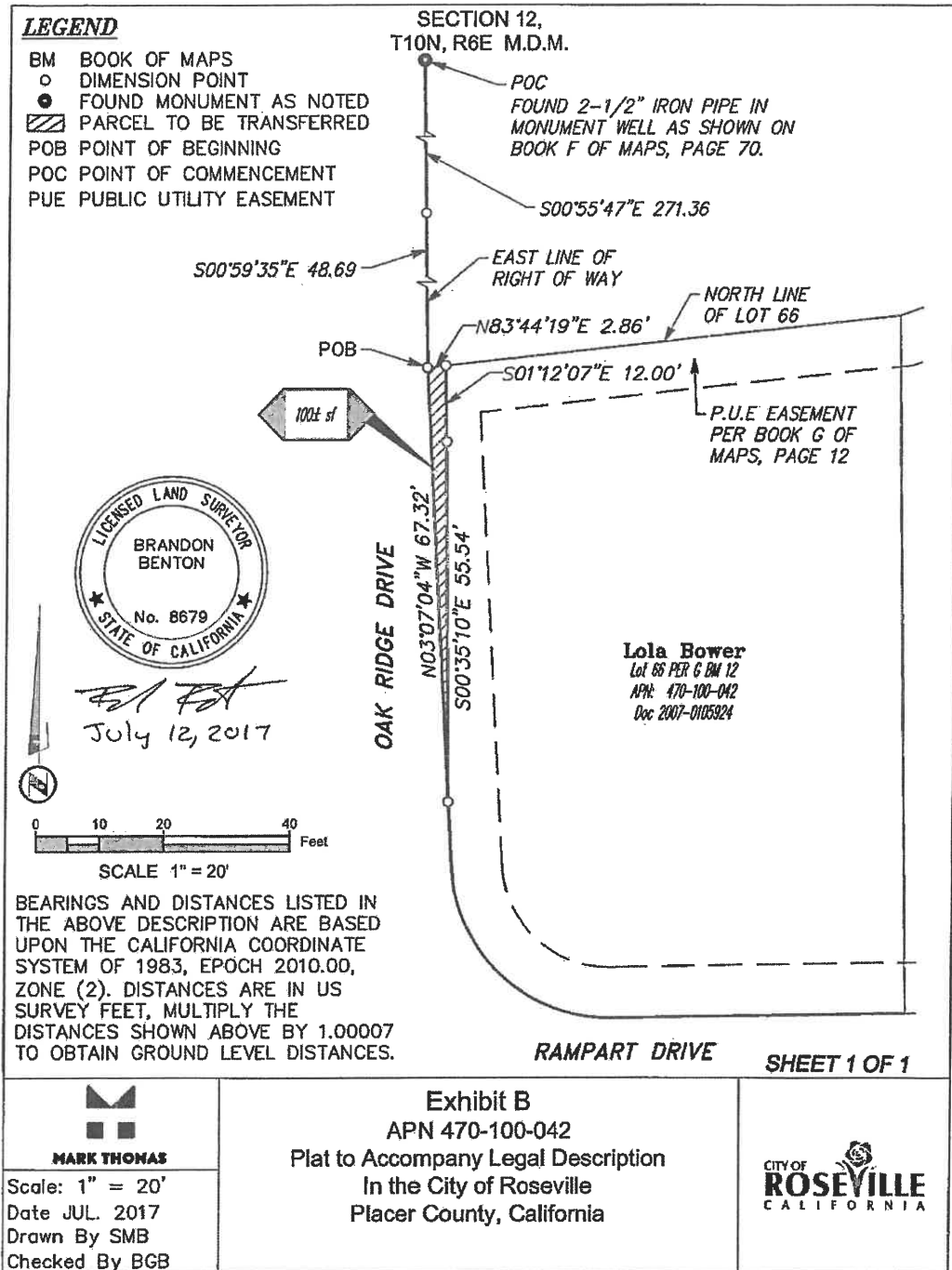


EXHIBIT "C"
Escrow Instructions

Insert Date: November 8, 2018

Fidelity National Title Company

Project: City of Roseville – Oak Ridge Drive
Bridge Replacement Project

Parcel No.: 470-100-042

Owner: Lola M. Bower, an unmarried woman

Escrow No.: 13-5015029

This escrow will be closed in connection with the City of Roseville, Oak Ridge Drive Bridge Replacement Project. The following items have been checked to indicate the method in which this escrow identified by the above parcel number and escrow number is to be closed.

The sale price of this transaction is \$7,300.00.

_____ Enclosed is a warrant in the sum of \$7,300.00.

_____ Enclosed is the Grant Deed with attached certificate.

_____ Taxes will be prorated and canceled as of close of escrow and any taxes due shall be paid to the County Tax collector from this escrow.

_____ No tax cancellation or proration will be necessary.

Proceeds from this transaction are to be sent to Grantor as follows:

Lola M. Bower
1401 Rampart Drive
Roseville, CA 95661-4711

You are authorized to record any documents, disburse any funds, and close this escrow when you are able to issue a title policy naming the City of Roseville as Grantee, free and clear of all liens, and encumbrances except the following as shown in your preliminary title report number 13-5015029, dated February 14, 2017.

As to Easement Interests

<i>Exceptions Taken Subject To:</i> 1, 2, 3, 4, 5, 6, 7, 9	<i>Exceptions To Be Cleared:</i> 8
---	---------------------------------------

EXHIBIT "C"

Page 2 of 2

Project: Oak Ridge Drive Bridge Replacement Project

Parcel No.: 470-100-042

Owner: Lola M. Bower, an unmarried woman

Escrow No.: 13-5015029

Purchaser will pay for all costs of escrow and title insurance policy. The original policy together with two copies of the title insurance, all recorded documents, and your billing, should be sent to the following person at the close of escrow:

Paul Anderson
Public Works –Engineering
City of Roseville
311 Vernon Street
Roseville, CA 95678

INSTRUCTIONS FROM SELLERS: In addition to the foregoing, you are hereby authorized to record and/or deliver the attached document to the City of Roseville upon receipt of a warrant in the amount of \$7,300.00, less any demands for liens, judgments, delinquent taxes and/or utilities, delinquent child support and/or alimony, or encumbrances. You are also authorized to obtain any required reconveyance (if a fee interest is being acquired) or subordination (if an easement is being acquired) from the following Mortgagee:

Lender: _____

Loan No.: _____

Address: _____

Telephone: _____

GRANTOR:

City of Roseville:

By (*Sign*)

By (*Sign*)

Print Name

Print Name

Date: _____

Date: _____

EXHIBIT "D"
Special Provisions

It is mutually agreed and understood that the purchase price recited in Paragraph 1 of this Agreement includes \$2,500 in compensation to the GRANTOR for the removal of existing landscape improvements within the Subject Property, including the following site improvements:

- a. Affected Landscaping

APN: 470-100-042

**CITY OF ROSEVILLE
TEMPORARY CONSTRUCTION EASEMENT**

Lola M. Bower, an unmarried woman (“Grantors”) grant to the City of Roseville (“Grantee”) and the City’s contractors, subcontractors, agents and employees a TEMPORARY CONSTRUCTION EASEMENT for purposes of the Oak Ridge Drive Bridge Replacement Project (“Project”).

This TEMPORARY CONSTRUCTION EASEMENT shall include, but is not limited to, Grantee’s use of Grantors’ property for ingress and egress, excavation, construction purposes, staging areas, and all other activities whatsoever in nature incidental to the Project over, upon and across all that real property located at 1401 Rampart Drive in the City of Roseville, County of Placer, State of California, depicted in Exhibit “A,” attached hereto and made a part hereof.

This Temporary Construction Easement shall become effective on May 1, 2019 (“Effective Date”) and shall terminate on May 1, 2021 (“Termination Date”), unless otherwise extended in writing by Grantors.

Grantee shall indemnify, defend, protect and hold Grantors harmless from and against all liability, claims, demands, damages or costs of any kind whatsoever arising from or connected with Grantee’s construction activities on Grantors’ property during the term of the TEMPORARY CONSTRUCTION EASEMENT granted herein. Grantee shall return Grantors’ property to the like condition as at the commencement of the term of the TEMPORARY CONSTRUCTION EASEMENT as modified by the construction.

It is understood and agreed that upon said termination date and the physical restoration of the TEMPORARY CONSTRUCTION EASEMENT area, Grantee shall have no further obligation or liability in connection with said parcel.

[SIGNATURES ON FOLLOWING PAGE]

GRANTEE:

GRANTORS:

BY: _____

Dominick Casey
City Manager
City of Roseville

BY: Lola M. Bower

PRINT NAME: Lola M. Bower

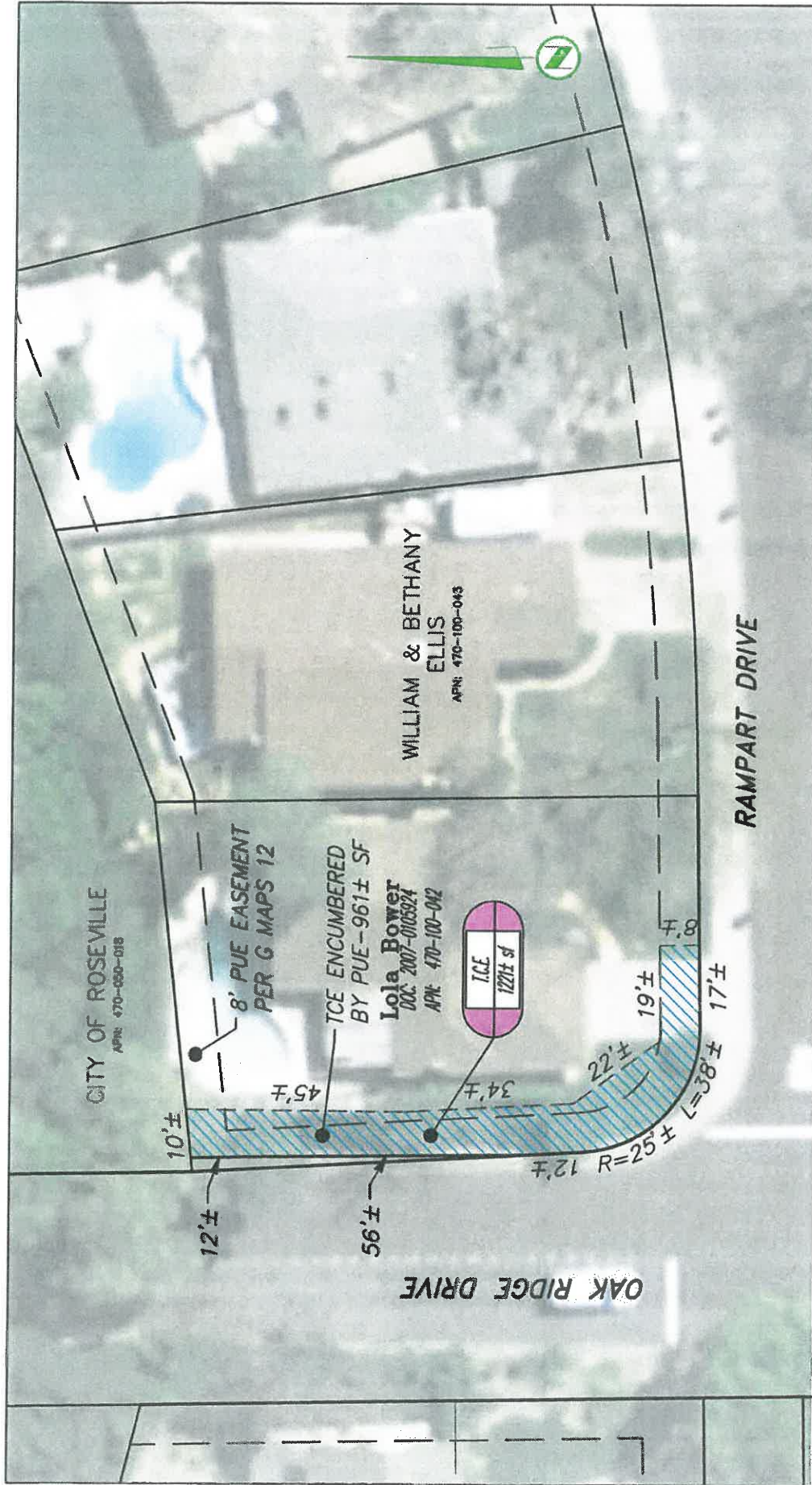
DATE: 2/14/19

and

BY: _____

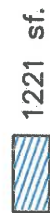
PRINT NAME: _____

DATE: _____



SCALE 1" = 30'

Temporary Construction Easement:



1221 sf.

Scale: 1" = 30'
Date Jul. 2017
Drawn By SMB
Checked By CMD

Temporary Construction Easement
APN 470-100-042
In the City of Roseville
Placer County, California

MARK THOMAS
7300 Folsom Blvd, Suite 203
Sacramento, CA 95826



EXHIBIT A

**CITY OF ROSEVILLE
TEMPORARY CONSTRUCTION EASEMENT**

Jeremy B. Cox, a Single Man ("Grantors") grant to the City of Roseville ("Grantee") and the City's contractors, subcontractors, agents and employees a TEMPORARY CONSTRUCTION EASEMENT for purposes of the Oak Ridge Drive Bridge Replacement Project ("Project").

This TEMPORARY CONSTRUCTION EASEMENT shall include, but is not limited to, Grantee's use of Grantors' property for ingress and egress, excavation, construction purposes, staging areas, and all other activities whatsoever in nature incidental to the Project over, upon and across all that real property located at 1102 Oak Ridge Drive in the City of Roseville, County of Placer, State of California, depicted in Exhibit "A," attached hereto and made a part hereof.

This Temporary Construction Easement shall become effective on May 1, 2019 ("Effective Date") and shall terminate on May 1, 2021 ("Termination Date"), unless otherwise extended in writing by Grantors.

Grantee shall indemnify, defend, protect and hold Grantors harmless from and against all liability, claims, demands, damages or costs of any kind whatsoever arising from or connected with Grantee's construction activities on Grantors' property during the term of the TEMPORARY CONSTRUCTION EASEMENT granted herein. Grantee shall return Grantors' property to the like condition as at the commencement of the term of the TEMPORARY CONSTRUCTION EASEMENT as modified by the construction.

It is understood and agreed that upon said termination date and the physical restoration of the TEMPORARY CONSTRUCTION EASEMENT area, Grantee shall have no further obligation or liability in connection with said parcel.

[SIGNATURES ON FOLLOWING PAGE]

GRANTEE:

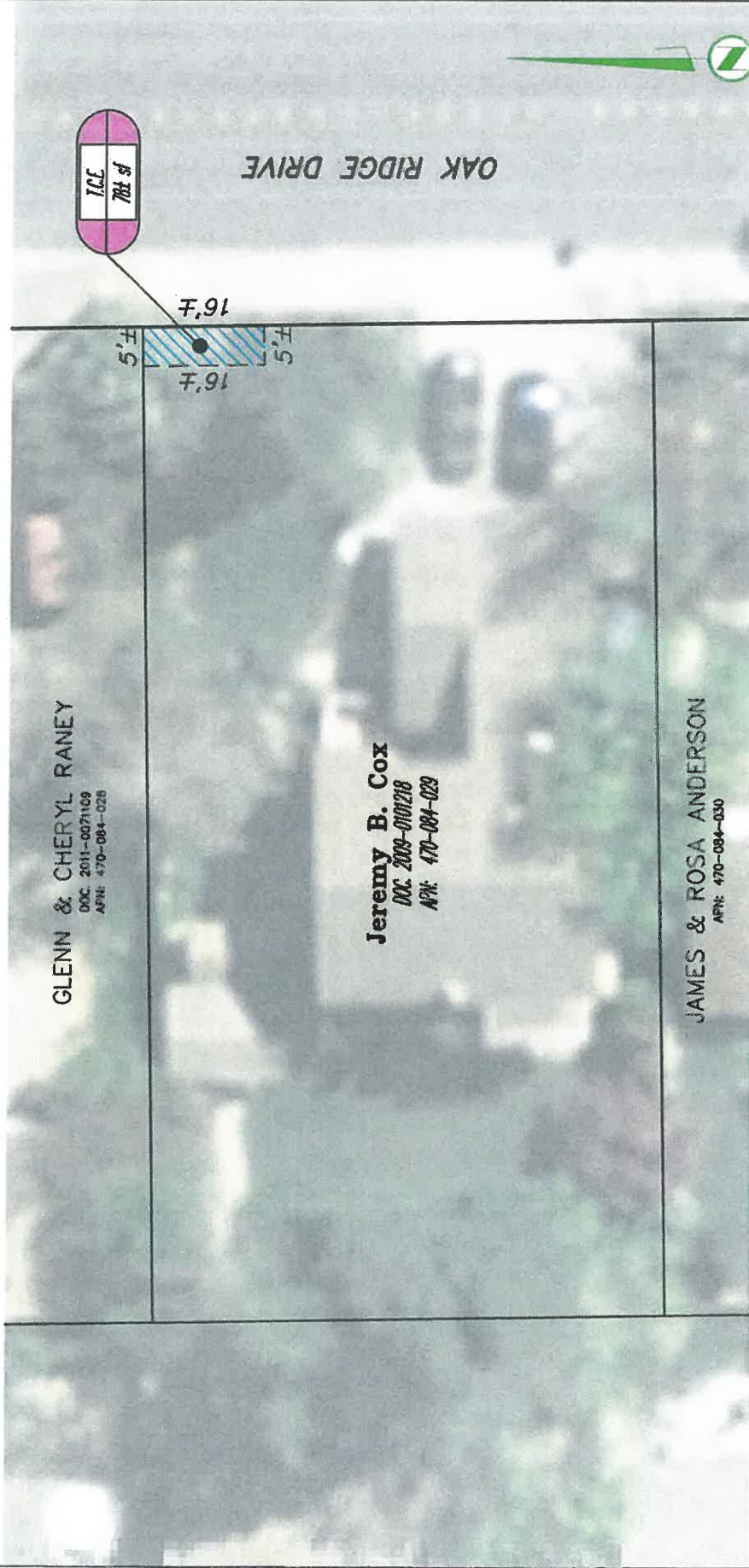
GRANTORS:

BY: _____
Dominick Casey
City Manager
City of Roseville

BY: _____
PRINT NAME: Jeremy Cox
DATE: 5/17-19

and

BY: _____
PRINT NAME: _____
DATE: _____



SCALE 1" = 20'

EXHIBIT A

Temporary Construction Easement:



78± sf.

Scale: 1" = 20'

Date Jul. 2017

Drawn By SMB

Checked By CMD

Temporary Construction Easement
APN 470-084-029

In the City of Roseville
Placer County, California

MARK THOMAS
7300 Folsom Blvd, Suite 203
Sacramento, CA 95826

CITY OF
ROSEVILLE
CALIFORNIA

APN: 470-084-028

**CITY OF ROSEVILLE
TEMPORARY CONSTRUCTION EASEMENT**

Glenn U. Raney and Cheryl K. Raney as trustees of the G & C Raney Family Trust ("Grantors") grant to the City of Roseville ("Grantee") and the City's contractors, subcontractors, agents and employees a TEMPORARY CONSTRUCTION EASEMENT for purposes of the Oak Ridge Drive Bridge Replacement Project ("Project").

This TEMPORARY CONSTRUCTION EASEMENT shall include, but is not limited to, except as indicated in Paragraph 4 below, Grantee's use of Grantors' property for ingress and egress, excavation, construction purposes, staging areas, and all other activities whatsoever in nature incidental to the Project over, upon and across all that real property located at 1100 Oak Ridge Drive in the City of Roseville, County of Placer, State of California, depicted in Exhibit "A," attached hereto and made a part hereof.

This Temporary Construction Easement shall become effective on May 1, 2019 ("Effective Date") and shall terminate on May 1, 2021 ("Termination Date"), unless otherwise extended in writing by Grantors.

Grantee shall indemnify, defend, protect and hold Grantors harmless from and against all liability, claims, demands, damages or costs of any kind whatsoever arising from or connected with Grantee's construction activities on Grantors' property during the term of the TEMPORARY CONSTRUCTION EASEMENT granted herein. Grantee shall return Grantors' property to the like condition as at the commencement of the term of the TEMPORARY CONSTRUCTION EASEMENT as modified by the construction.

Grantee agrees to allow Grantor unrestricted access to, and ingress/egress from, property's driveway along Oak Ridge Drive during construction. Should access be impaired temporarily due to necessary construction activities, Grantee agrees to arrange for access at Grantor's request as immediately as is safe and reasonable. Grantee further agrees that no construction equipment or materials shall be stored or staged on Grantors' property.

It is understood and agreed that upon said termination date and the physical restoration of the TEMPORARY CONSTRUCTION EASEMENT area, Grantee shall have no further obligation or liability in connection with said parcel.

[SIGNATURES ON FOLLOWING PAGE]

GRANTEE:

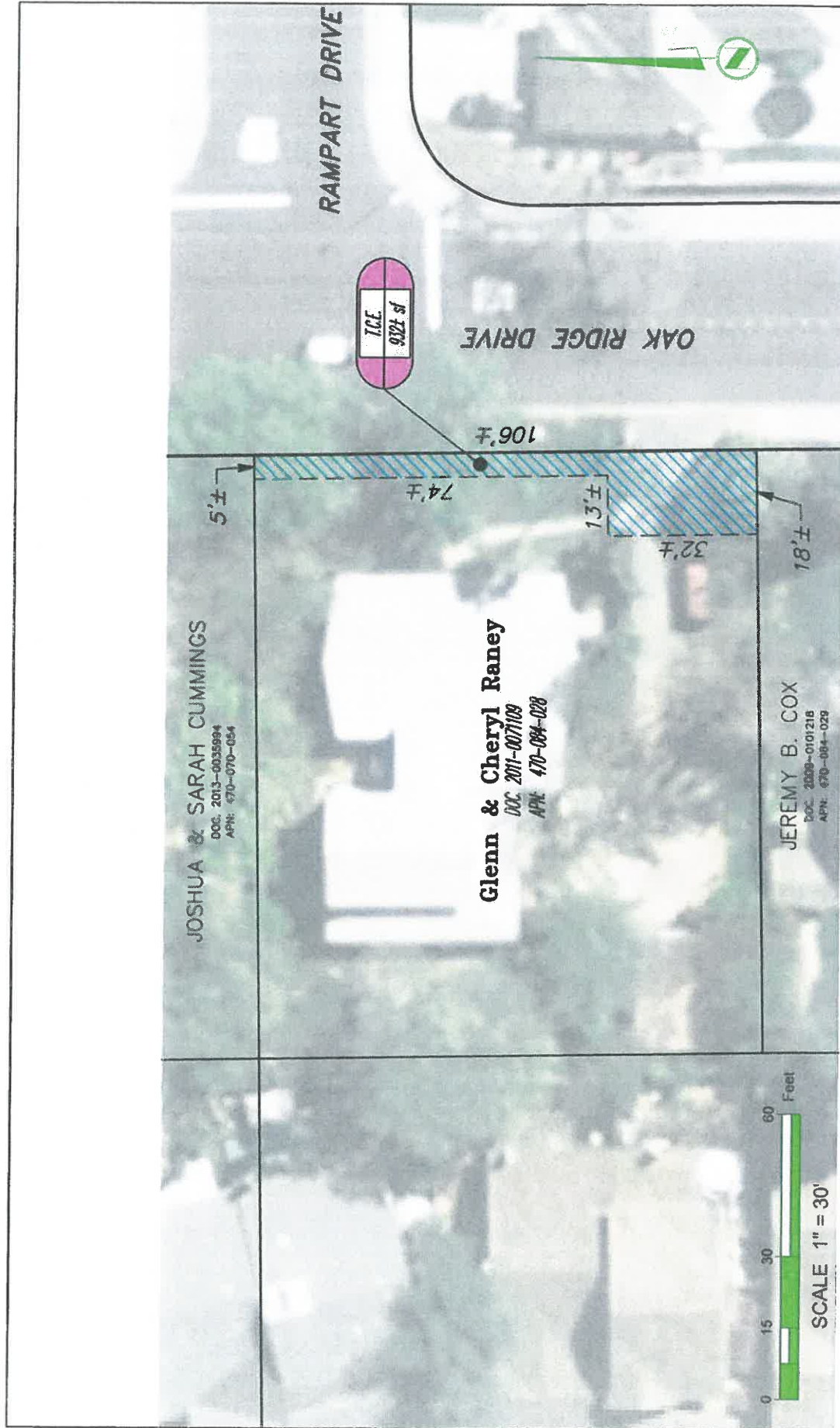
BY: _____
Dominick Casey
City Manager
City of Roseville

GRANTORS:

BY: Glenn H. Raney
PRINT NAME: GLENN H. RANEY
DATE: 4-16-19

and

BY: _____
PRINT NAME: _____
DATE: _____



Temporary Construction Easement:

932± sf.

Scale: 1" = 30'

Date Jul. 2017

Drawn By SMB

Checked By CMD

Temporary Construction Easement

APN 470-084-028

In the City of Roseville

Placer County, California

MARK THOMAS
7300 Folsom Blvd, Suite 203
Sacramento, CA 95826

CITY OF ROSEVILLE
CALIFORNIA

APN: 470-070-054

**CITY OF ROSEVILLE
TEMPORARY CONSTRUCTION EASEMENT**

Joshua M. Cummings and Sarah A Cummings, husband and wife ("Grantors") grant to the City of Roseville ("Grantee") and the City's contractors, subcontractors, agents and employees a TEMPORARY CONSTRUCTION EASEMENT for purposes of the Oak Ridge Drive Bridge Replacement Project ("Project").

This TEMPORARY CONSTRUCTION EASEMENT shall include, but is not limited to, Grantee's use of Grantors' property for ingress and egress, excavation, construction purposes, staging areas, and all other activities whatsoever in nature incidental to the Project over, upon and across all that real property located at 1090 Oak Ridge Drive in the City of Roseville, County of Placer, State of California, depicted in Exhibit "A," attached hereto and made a part hereof.

This Temporary Construction Easement shall become effective on May 1, 2019 ("Effective Date") and shall terminate on May 1, 2021 ("Termination Date"), unless otherwise extended in writing by Grantors.

Grantee shall indemnify, defend, protect and hold Grantors harmless from and against all liability, claims, demands, damages or costs of any kind whatsoever arising from or connected with Grantee's construction activities on Grantors' property during the term of the TEMPORARY CONSTRUCTION EASEMENT granted herein. Grantee shall return Grantors' property to the like condition as at the commencement of the term of the TEMPORARY CONSTRUCTION EASEMENT as modified by the construction.

It is understood and agreed that upon said termination date and the physical restoration of the TEMPORARY CONSTRUCTION EASEMENT area, Grantee shall have no further obligation or liability in connection with said parcel.

[SIGNATURES ON FOLLOWING PAGE]

GRANTEE:

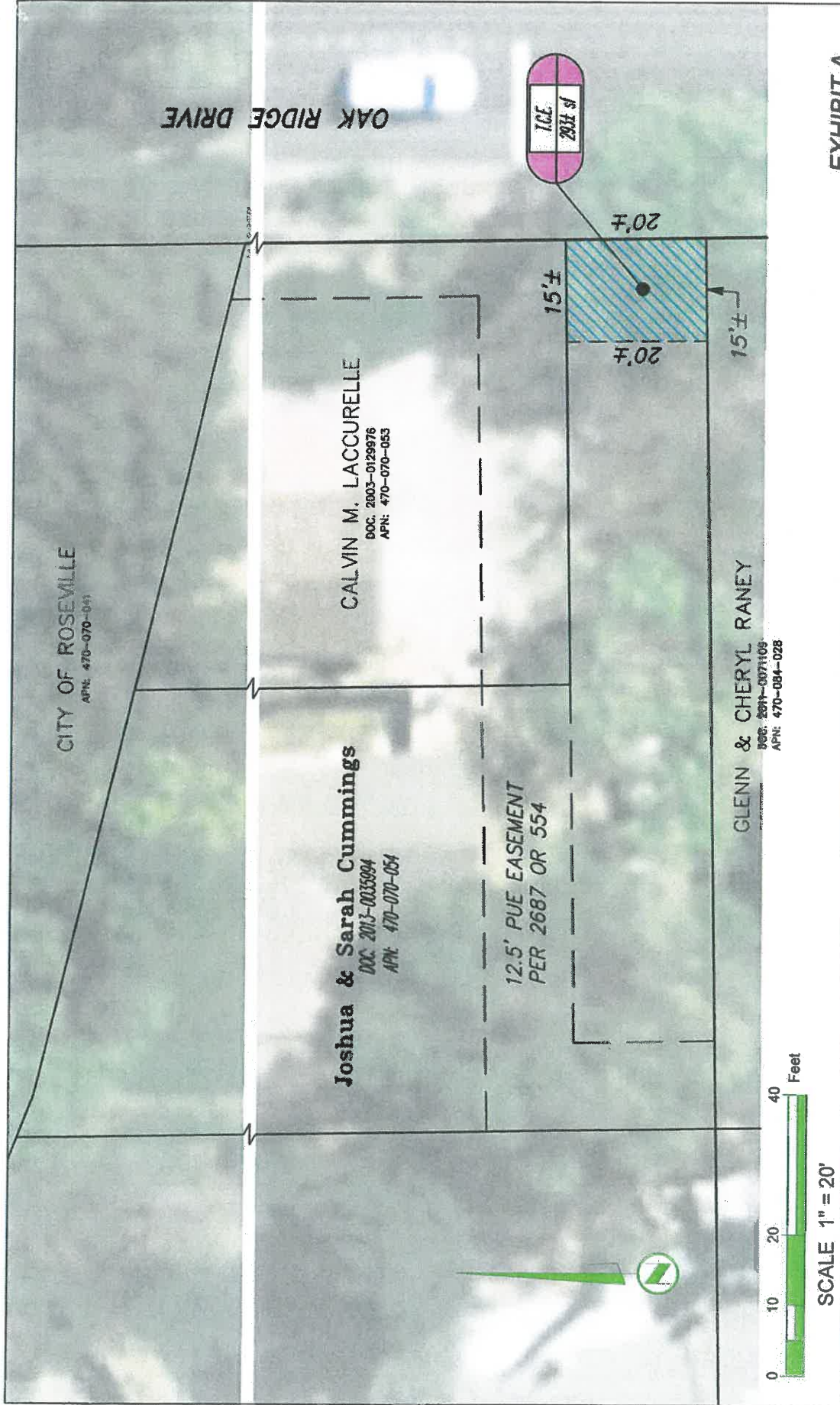
BY: _____
Dominick Casey
City Manager
City of Roseville

GRANTORS:

BY: Josh N. Cummings
PRINT NAME: Joshua N. Cummings
DATE: 3-17-19

and

BY: Sarah Cummings
PRINT NAME: Sarah Cummings
DATE: 3/17/19



SCALE 1" = 20'

Temporary Construction Easement:

293± sf.

Scale: 1" = 20'
Date Jul. 2017
Drawn By SMB
Checked By CMD

Temporary Construction Easement
APN 470-070-054
In the City of Roseville
Placer County, California

MARK THOMAS
7300 Folsom Blvd, Suite 203
Sacramento, CA 95826



EXHIBIT A

APN: 470-070-053

**CITY OF ROSEVILLE
TEMPORARY CONSTRUCTION EASEMENT**

Sara Trott, an unmarried woman ("Grantors") grant to the City of Roseville ("Grantee") and the City's contractors, subcontractors, agents and employees a TEMPORARY CONSTRUCTION EASEMENT for purposes of the Oak Ridge Drive Bridge Replacement Project ("Project").

This TEMPORARY CONSTRUCTION EASEMENT shall include, but is not limited to, Grantee's use of Grantors' property for ingress and egress, excavation, construction purposes, staging areas, and all other activities whatsoever in nature incidental to the Project over, upon and across all that real property located at 1086 Oak Ridge Drive in the City of Roseville, County of Placer, State of California, depicted in Exhibit "A," attached hereto and made a part hereof.

This Temporary Construction Easement shall become effective on May 1, 2019 ("Effective Date") and shall terminate on May 1, 2021 ("Termination Date"), unless otherwise extended in writing by Grantors.

Grantee shall indemnify, defend, protect and hold Grantors harmless from and against all liability, claims, demands, damages or costs of any kind whatsoever arising from or connected with Grantee's construction activities on Grantors' property during the term of the TEMPORARY CONSTRUCTION EASEMENT granted herein. Grantee shall return Grantors' property to the like condition as at the commencement of the term of the TEMPORARY CONSTRUCTION EASEMENT as modified by the construction.

It is understood and agreed that upon said termination date and the physical restoration of the TEMPORARY CONSTRUCTION EASEMENT area, Grantee shall have no further obligation or liability in connection with said parcel.

[SIGNATURES ON FOLLOWING PAGE]

GRANTEE:

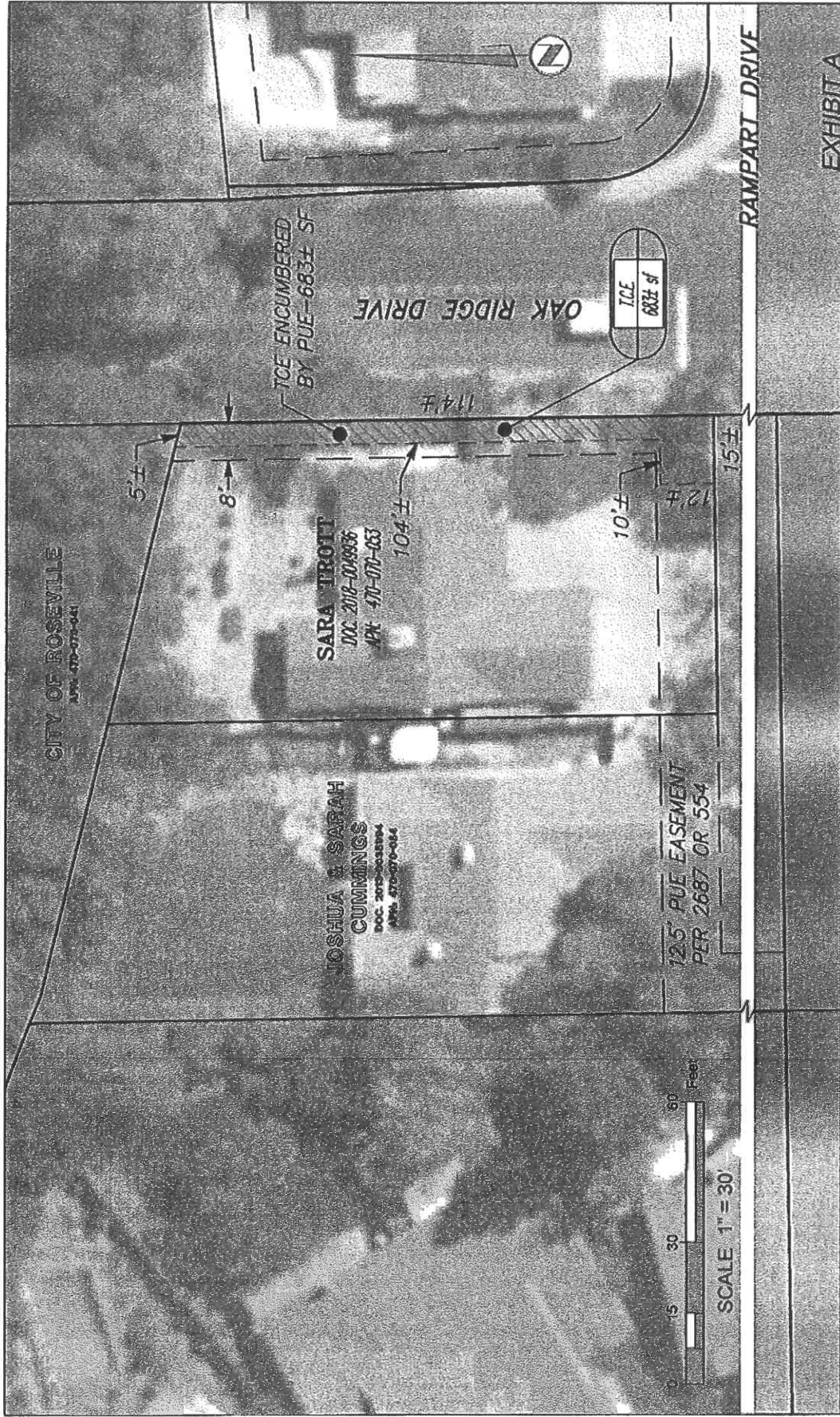
GRANTORS:

BY: _____
Dominick Casey
City Manager
City of Roseville

BY:  _____
PRINT NAME: Sara Tralt
DATE: 6/13/19

and

BY: _____
PRINT NAME: _____
DATE: _____



Temporary Construction Easement:
 683± sf.

Scale: 1" = 30'
 Date Mar. 2019
 Drawn By SMB
 Checked By CMD

Temporary Construction Easement
 APN 470-070-053
 In the City of Roseville
 Placer County, California

MARK THOMAS
 7300 Folsom Blvd, Suite 203
 Sacramento, CA 95826

CITY OF ROSEVILLE
 CALIFORNIA

EXHIBIT "B"

Construction Specifications

The project will require removal of the existing chain link fencing along the Oak Ridge Drive side of the parcel boundary. As part of the project construction contract, a temporary 6' tall wood slat fence will be installed along the proposed TCE boundary to maintain privacy for the backyard. A temporary 4' tall chain link fence will be installed along the TCE boundary in the front yard, to restrict access to the construction work area. Following completion of the project construction, a new 4' tall black vinyl clad chain link fence will be installed along the parcel boundary in the front yard. A new 6' tall wood slat fence will be installed along the parcel boundary in the back yard.

APN: 470-070-057

**CITY OF ROSEVILLE
TEMPORARY CONSTRUCTION EASEMENT**

This Temporary Construction Easement Agreement (this "Agreement") is made and entered into by ROSEVILLE SH, LLC, a Delaware limited liability company ("Grantor") and the City of Roseville, a California municipal corporation ("City" or "Grantee").

WHEREAS, Grantor owns that certain real property located at 930 Oak Ridge Drive in the City of Roseville, County of Placer, State of California, improved with a residential senior living community, and described in Exhibit "A" attached hereto and made a part hereof ("Grantor's Property");

WHEREAS, Grantee desires to obtain a temporary construction easement on the Grantor's Property for the purposes of constructing a new bridge and related improvements, commonly known as the Oak Ridge Replacement Project ("Project");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Temporary Construction Easement. Grantor grants to Grantee and its contractors, subcontractors, agents and employees a TEMPORARY CONSTRUCTION EASEMENT on, over and across a portion of Grantor's Property at the located depicted in Exhibit "B" attached hereto (the "Construction Easement Area"), solely for the purposes of performing services or providing materials for and relating to the scope of work of Grantee's Project.

This TEMPORARY CONSTRUCTION EASEMENT shall include, but is not limited to, Grantee's use of the Temporary Construction Easement Area for ingress and egress, excavation, construction purposes, staging areas, and all other activities whatsoever in nature incidental to the Project.

2. Term. This Agreement shall become effective on May 1, 2019 (the "Effective Date") and shall terminate on May 1, 2021 (the "Termination Date"), unless otherwise extended in writing by Grantor.

3. No Interference and Coordination. In constructing and completing the Project, Grantee shall have the work performed in such a manner as not to unreasonably interfere with or obstruct (a) any other portions of Grantor's Property other than the Temporary Construction Easement Area, and (b) any activities being conducted by the Grantor or its tenants or permittees on Grantor's Property. The Grantee shall not permit any equipment, vehicles or materials to be brought onto or located on any portion of the Grantor's Property other than the Temporary Construction Easement Area for any period longer than is reasonably necessary to carry out the purposes of this Agreement.

Grantee shall provide to Grantor its proposed construction schedule and a notice of intent to proceed with construction at least one calendar week prior to commencing work. Grantor's approval of the construction schedule shall not be unreasonably withheld, conditioned or delayed.

In the event of an emergency that involves imminent threat to life or property related to the Project and related facilities that requires the access and use of the Temporary Construction Easement Area, Grantee may access and use the Temporary Construction Easement Area without prior coordination with Grantor, but shall notify Grantor as soon as possible.

Grantee shall not prevent or obstruct vehicular access by Grantor, its agents, employees, guests, or visitors, to Grantor's Property on and over the Easement Area by way of the existing driveway located on Grantor's Property during the hours of 8:00 am and 6:00 pm on every Tuesday and every Thursday for the Term of this Agreement, and shall provide adequate traffic control measures at all times.

Grantee acknowledges that, except in the case of emergencies, each closure of, or interference with Grantor's, its agents', employees', guests' or visitors' access and use of, the existing driveway located on Grantor's Property by Grantee or Grantee's contractors or agents shall be coordinated in advance with Grantor and shall occur only during time(s) approved by the Grantor, such approval not to be unreasonably withheld, conditioned or delayed and in a manner that does not unreasonably interfere with Grantor's access to, activities at, or with respect to, the Grantor's or its tenants' or permittees' use of Grantor's Property.

4. Removal of Equipment Upon Completion. Upon completion of construction of the Project, Grantee shall at Grantee's sole expense remove all construction equipment, vehicles, materials and debris from the Grantor's Property, and shall leave the Grantor's Property in a clean and orderly condition.

5. Notices. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested to the addresses contained below. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery.

If to Grantor:

ROSEVILLE SH, LLC

If to Grantee:

City of Roseville
Public Works Director
311 Vernon Street
Roseville, CA 95678

6. Indemnification. Grantee shall indemnify, defend, protect and hold Grantors harmless from and against all liability, claims, demands, damages or costs of any kind

whatsoever arising from or connected with Grantee's construction activities on Grantors' property during the term of the TEMPORARY CONSTRUCTION EASEMENT granted herein. Grantee shall return Grantors' property to the like condition as at the commencement of the term of the TEMPORARY CONSTRUCTION EASEMENT as modified by the construction.

It is understood and agreed that upon said termination date and the physical restoration of the TEMPORARY CONSTRUCTION EASEMENT area, Grantee shall have no further obligation or liability in connection with said parcel.

[SIGNATURES ON FOLLOWING PAGE]

GRANTEE:

GRANTOR:

BY: _____
Dominick Casey
City Manager
City of Roseville

BY: 
PRINT NAME: Chuck Bond
DATE: _____

and
BY: _____
PRINT NAME: _____
DATE: _____

EXHIBIT A

Legal Description of Grantor's Property

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

Beginning at the Northwest corner of the Southeast quarter of Section 12, Township 10 North, Range 6 East, MDM; thence East along the East/West quarter Section line, 1306 feet to the East line of the Highway running South; thence South along said East line, 1261.40 feet to the true point of beginning; thence continuing South, along said East line, 458.60 feet to the South bank of Strap Ravine; thence North 65° 13' West 715.90 feet to a stake; thence North along the East line of Waterman Tract, 165 feet, more or less, to a point which bears due West from the true point of beginning; thence due East 646 feet to the true point of beginning.

Excepting therefrom that portion thereof, described as follows:

A portion of the Southeast quarter of Section 12, Township 10 North, Range 6 East, MDM, described as follows:

Beginning at a point from which the Northwest corner of the East 1/2 of the Southeast 1/4 of said Section 12 bears East 40 feet; thence from said point of beginning South 440.14 feet; thence North 65° 13' West 16.52 feet; thence North 433.22 feet; thence East 15.00 feet to the point of beginning, as conveyed to the City of Roseville, by deed recorded in June 3, 1970 in Book 1297, Page 242, Official Records.

Also excepting that portion thereof, described as follows:

All that portion of the land described in that certain deed recorded in Book 1509, Page 55, Official Records of Placer County, lying Southerly of the following described line:

Beginning at a point in the East line of the West one-half of the Southeast one quarter of Section 12, Township 10 North, Range 6 East, MDM, from which the Northeast corner bears North 00° 28' 20" West 1643.37 feet; thence from said point of beginning South 84° 19' 35" West 80.27 feet; thence North 66° 04' 28" West 121.67 feet; thence North 67° 33' 50" West 229.82 feet; thence North 52° 45' 02" West 201.05 feet; thence North 36° 27' 08" West, 185 feet; Excepting therefrom that portion lying within the limits of Oakridge Drive, as conveyed to the City of Roseville by deed recorded July 15, 1975 in Book 1654, Page 31 Official Records.

Also excepting that portion thereof, described as follows:

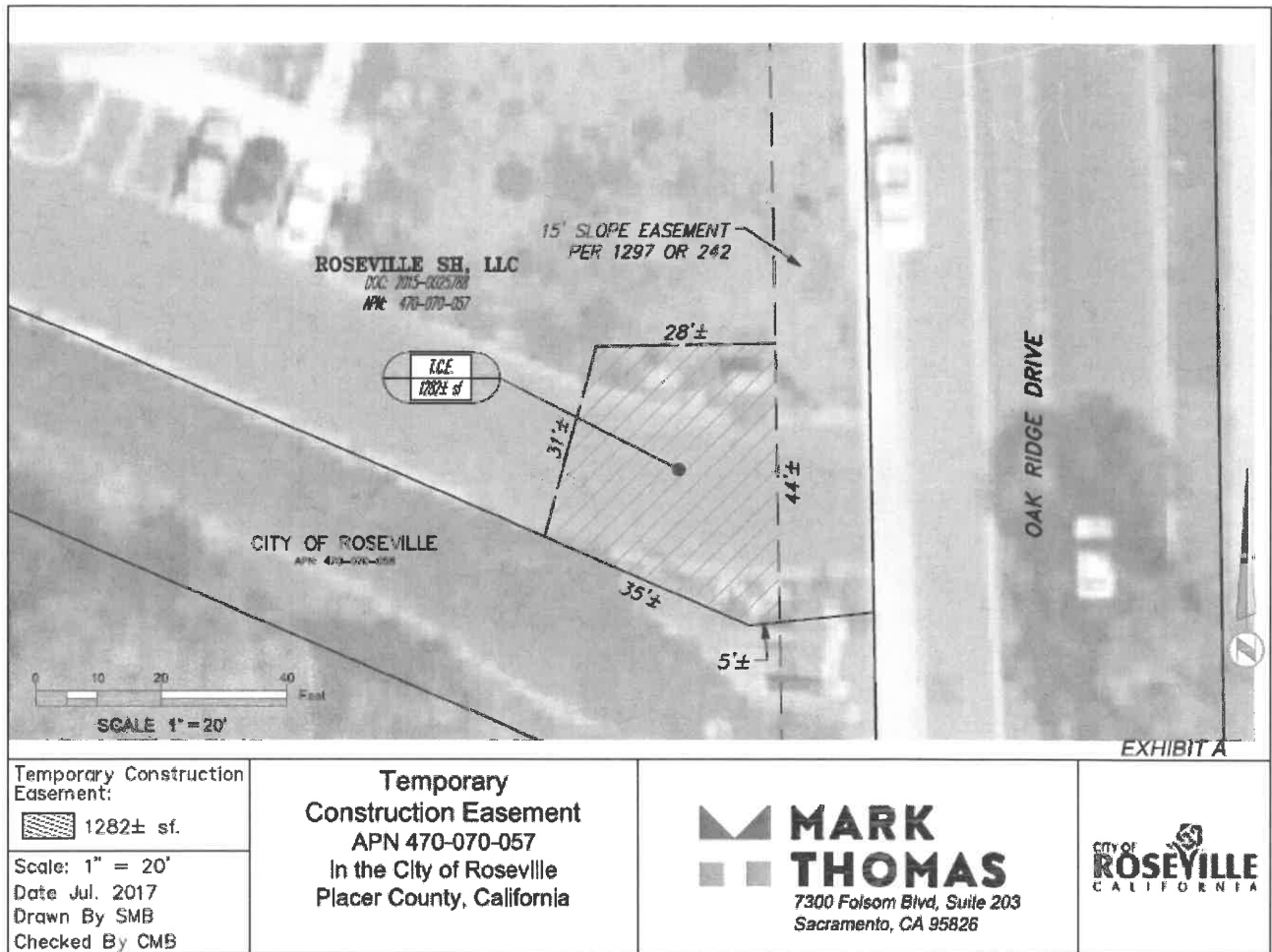
All that portion of the property shown on that certain Record of Survey recorded in the Office of the Recorder of Placer County in Book 6 of Surveys, Page 8, described as follows:

Beginning at the Northwest corner of said Record of Survey, said point also being a point on the Southerly line of Oakridge Estates, the Official Plat of which is recorded in the Office of said Recorder in Book L of Maps, Page 100; thence from said point of beginning along the Northerly line of said Record of Survey and the Southerly line of said Oakridge Estates South 89° 58' 11" East 37.31 feet to a point located thirty (30.00) feet Easterly of the Westerly line of said Record of Survey; thence along a line located thirty (30.00) Easterly and Northerly from the Westerly and Southerly lines of said Record of Survey the following five (5) courses: (1) South 36° 26' 23" East 136.62 feet (2) South 52° 44' 17" East 192.85 feet, (3) South 67° 33' 05" East 226.32 feet, (4) South 66° 03' 42" East 114.13 feet and (5) North 84° 20' 20" East 19.84 feet to a point on the Westerly right of way line of said Oakridge Drive; thence along said right of way line South 00° 27' 35" East 30.12 feet to the Southeasterly corner of said Record of Survey; thence along the Southerly and Westerly lines of said Record of Survey the following five (5) courses: (1) South 84° 20' 20" West 25.04 feet, (2) North 66° 03' 42" West 121.67 feet, (3) North 67° 33' 05" West 229.82 feet, (4) North 52° 44' 17" West 201.05 feet and (5) North 36° 26' 23" West 163.09 feet to the point of beginning by deed recorded December 29, 1998, Instrument No. 98-0110628, Official Records.

APN: 470-070-057

EXHIBIT B

Temporary Construction Easement Area



Y:\ROSEVILLE-8A-13167-INDUSTRIAL AND OAK RIDGE BRIDGE REPLACEMENT\CADD\SURVEY\LAND NETWORK-EXHIBITS.DWG 2017-07-13 980WBR

**CITY OF ROSEVILLE
TEMPORARY CONSTRUCTION EASEMENT**

Dow Boonliang Shykowski, an unmarried woman ("Grantors") grant to the City of Roseville ("Grantee") and the City's contractors, subcontractors, agents and employees a TEMPORARY CONSTRUCTION EASEMENT for purposes of the Oak Ridge Drive Bridge Replacement Project ("Project").

This TEMPORARY CONSTRUCTION EASEMENT shall include, but is not limited to, Grantee's use of Grantors' property for ingress and egress, excavation, construction purposes, staging areas, and all other activities whatsoever in nature incidental to the Project over, upon and across all that real property located at 1415 Vinmar Court in the City of Roseville, County of Placer, State of California, depicted in Exhibit "A," attached hereto and made a part hereof.

This Temporary Construction Easement shall become effective on May 1, 2019 ("Effective Date") and shall terminate on May 1, 2021 ("Termination Date"), unless otherwise extended in writing by Grantors.

Grantee shall indemnify, defend, protect and hold Grantors harmless from and against all liability, claims, demands, damages or costs of any kind whatsoever arising from or connected with Grantee's construction activities on Grantors' property during the term of the TEMPORARY CONSTRUCTION EASEMENT granted herein. Grantee shall return Grantors' property to the like condition as at the commencement of the term of the TEMPORARY CONSTRUCTION EASEMENT as modified by the construction.

Grantee agrees to allow Grantor unrestricted access to, and ingress/egress from, property's side gate along Oak Ridge Drive during construction. Should access be impaired temporarily due to necessary construction activities, Grantee agrees to arrange for access at Grantor's request as immediately as is safe and reasonable.

It is understood and agreed that upon said termination date and the physical restoration of the TEMPORARY CONSTRUCTION EASEMENT area, Grantee shall have no further obligation or liability in connection with said parcel.

[SIGNATURES ON FOLLOWING PAGE]

GRANTEE:

BY: _____
Dominick Casey
City Manager
City of Roseville

GRANTORS:

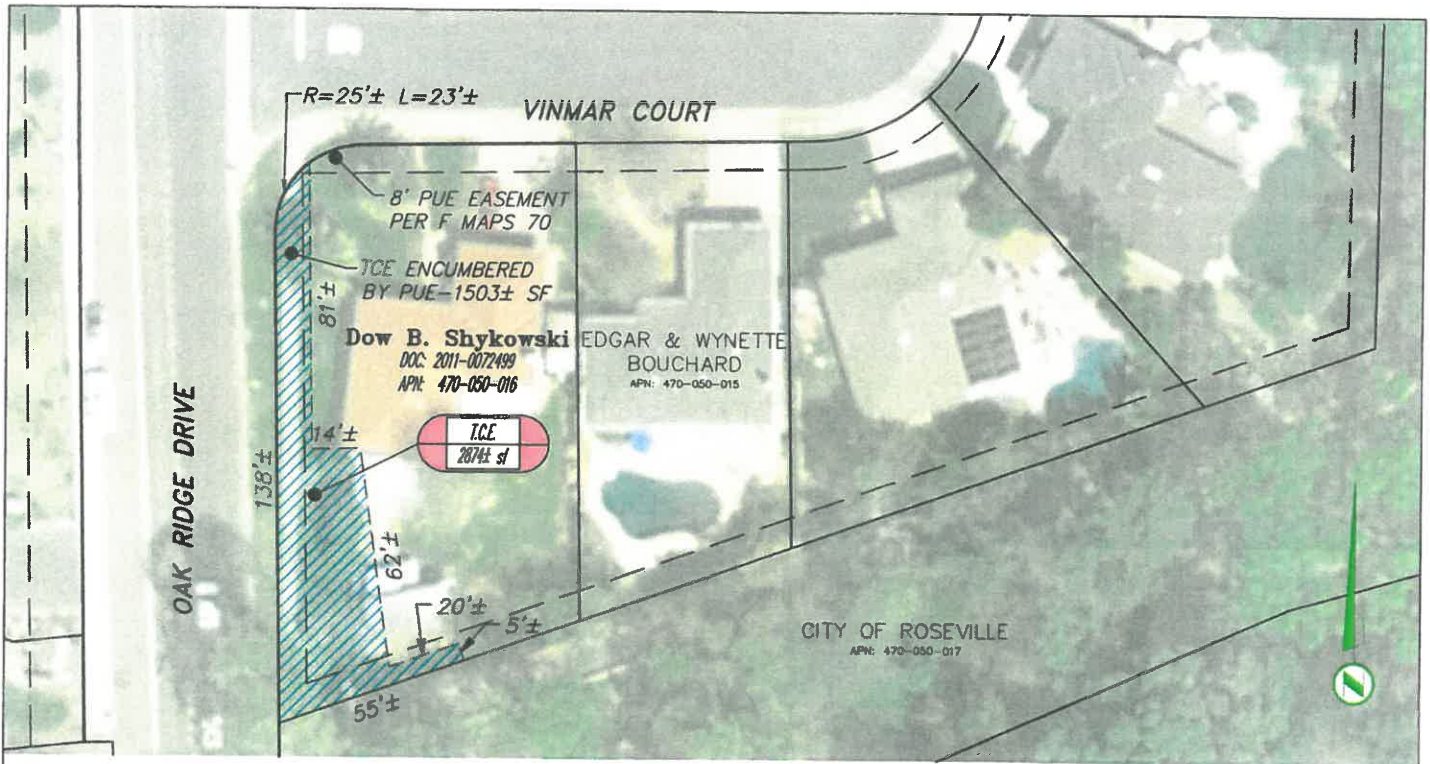
BY: Dan Shykowski
PRINT NAME: Dan Shykowski
DATE: 5/30/19

and

BY: _____

PRINT NAME: _____

DATE: _____



Temporary Construction Easement:

 2874± sf.

Scale: 1" = 40'

Date Jul. 2017

Drawn By SMB

Checked By CMD

**Temporary
 Construction Easement**
 APN 470-050-016
 In the City of Roseville
 Placer County, California

 **MARK
 THOMAS**
 7300 Folsom Blvd, Suite 203
 Sacramento, CA 95826

EXHIBIT A

 **CITY OF
 ROSEVILLE**
 CALIFORNIA



COUNCIL COMMUNICATION

CC #: 0294
File #: 0800-06

Title: Street Name Change - Federico Drive to Earl Rush Drive
Contact: Scott Miller 916-774-5491 smiller@roseville.ca.us

Meeting Date: 9/18/2019
Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a street name change in the Sierra Vista Specific Plan from "Federico Drive" to "Earl Rush Drive."

BACKGROUND

Landowners (Westpark Communities and JMC Homes/Mourier Land Investment Company) in the Sierra Vista Specific Plan area have made a request to rename Federico Drive to Earl Rush Drive. Federico Drive is an east-west collector roadway connecting Market Street and Santucci Boulevard. Earl Rush served on the Roseville Planning Commission from 1988 to 1998 before being elected to the City Council in 1998. Mr. Rush was highly active in the community, playing a key role in the development of the Roseville Police Activities League, Roseville Crime Stoppers, as well as shaping numerous development projects throughout the city. Mr. Rush's efforts greatly contributed to the quality of life for the residents of Roseville, and Westpark Communities and JMC Homes would like to recognize his contribution by renaming this shared roadway through their respective neighborhoods.

A portion of this roadway is already under development; however, there are no homes or businesses located on this roadway that would further complicate a street name change. Additionally, this roadway contains a paseo feature linking neighborhoods to parks and open space, which are features that Mr. Rush worked tirelessly to ensure were provided for enjoyment by residents. This name change recognizes his commitment to the community.

FISCAL IMPACT

There is no impact to the City's General Fund as part of this action. All costs will be recovered from the project developer.

ENVIRONMENTAL REVIEW

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

a direct or reasonably foreseeable indirect physical changes in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. A resolution to change a street name meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Scott Miller, GIS Analyst

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-411

Street Name Change Exhibit

RESOLUTION NO. 19-411

APPROVING THE RENAMING OF FEDERICO DRIVE TO EARL RUSH DRIVE

WHEREAS, landowners (Westpark Communities and JMC Homes/Mourier Land Investment Company) in the Sierra Vista Specific Plan area have made a request to rename Federico Drive to Earl Rush Drive; and

WHEREAS, Mr. Rush was highly active in the community, served on the Roseville Planning Commission before being elected to City Council, as well as playing a key role in the development of the Roseville Police Activities League, Roseville Crime Stoppers, as well as shaping numerous development projects throughout the city; and

WHEREAS, Mr. Rush's efforts greatly contributed to the quality of life for the residents of Roseville, and Westpark Communities and JMC Homes would like to recognize his contribution by renaming this shared roadway through their respective neighborhoods; and

WHEREAS, staff requests to rename Federico Drive to Earl Rush Drive; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that it formally recognizes and approves the request to rename Federico Drive to Earl Rush Drive as shown in Exhibit "A."

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

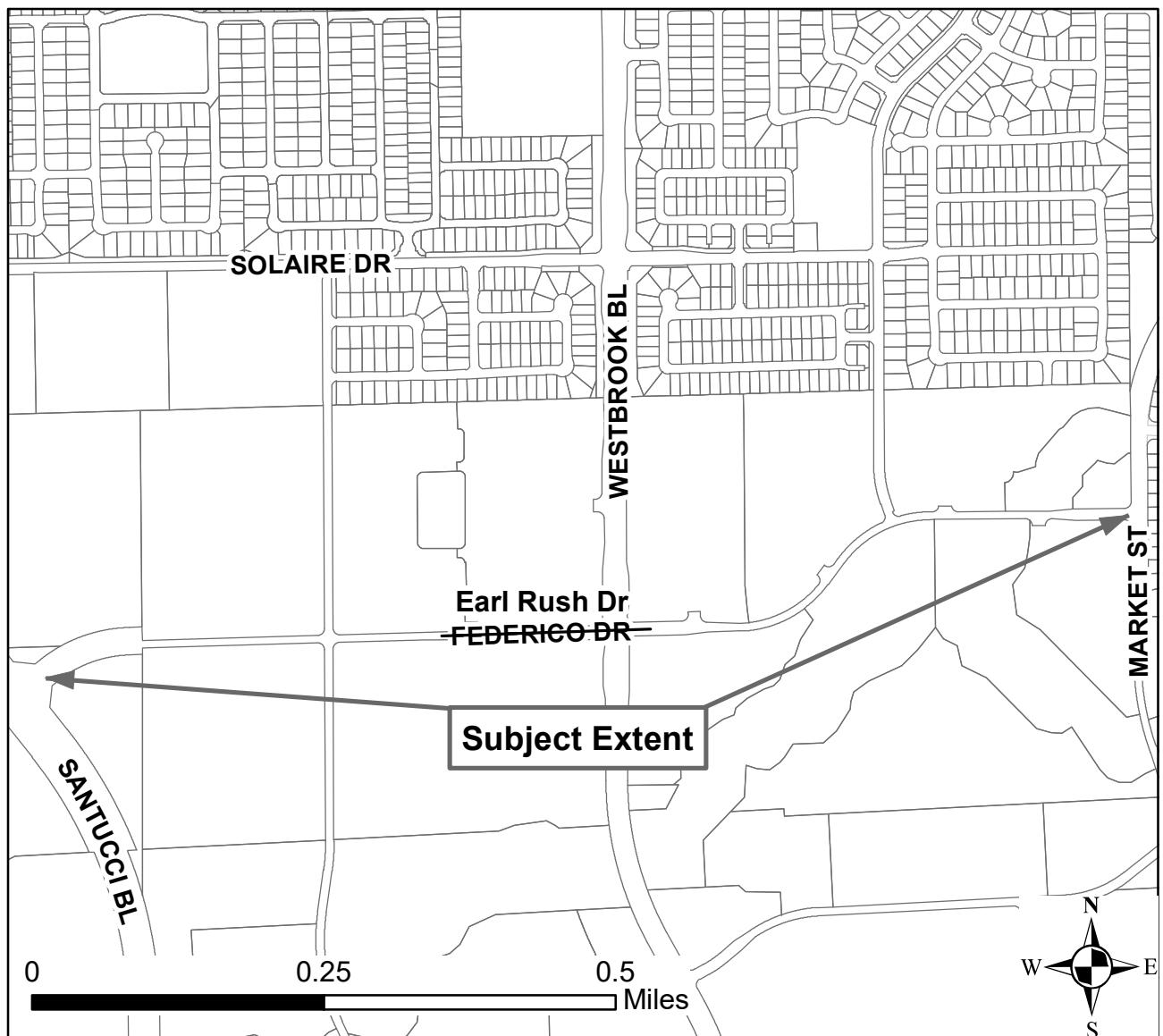
MAYOR

ATTEST:

City Clerk

EXHIBIT A

City of Roseville Street Name Reassignment Federico Drive to Earl Rush Drive





COUNCIL COMMUNICATION

CC #: 0288

File #: 0400-04-03-1

Title: Northwest Roseville Specific Plan Parcel 11, Breton Village - Notice of Completion
Contact: Masoud Fayege 916-774-5347 mfayege@roseville.ca.us

Meeting Date: 9/18/2019

Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Northwest Roseville Specific Plan (NWRSP) Parcel 11, Breton Village, as complete, and authorize the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested have no impact to the City's General Fund. Construction costs were paid by the developer.

ECONOMIC DEVELOPMENT / JOBS CREATED

Accepting the projects as complete will not directly create jobs but rather maintain current employee levels of the developer until such a time the project is fully built out.

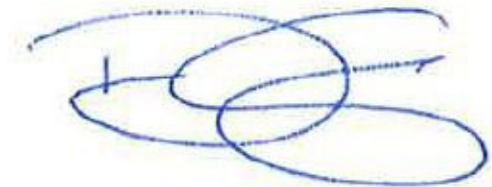
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The NWRSP Parcel 11, Breton Village, meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Masoud Fayege, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 19-408

NOC - NWRSP Parcel 11, Breton Village

Exhibit A _ NWRSP Parcel 11, Breton Village

Final Map _ NWRSP Parcel 11, Breton Village

Memorandum _ NWRSP Parcel 11, Breton Village

RESOLUTION NO. 19-408

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS NWRSP PARCEL 11, BRETON VILLAGE PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Certificate of Completion" on file in the City Clerk's Department relative to that public work known as the NWRSP Parcel 11, Breton Village is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book EE of Maps, Page 52 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the NWRSP Parcel 11, Breton Village Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was Marques Pipeline Inc..

The surety on said project was no warranty, therefore there is no surety.

For more information, please see attached memorandum .

Marc Stout
City Engineer
City of Roseville, Owner

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

I, Marc Stout, being first duly sworn, depose and say: I am the City Engineer of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

Marc Stout
City Engineer
City of Roseville

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

State of California)
County of Placer)

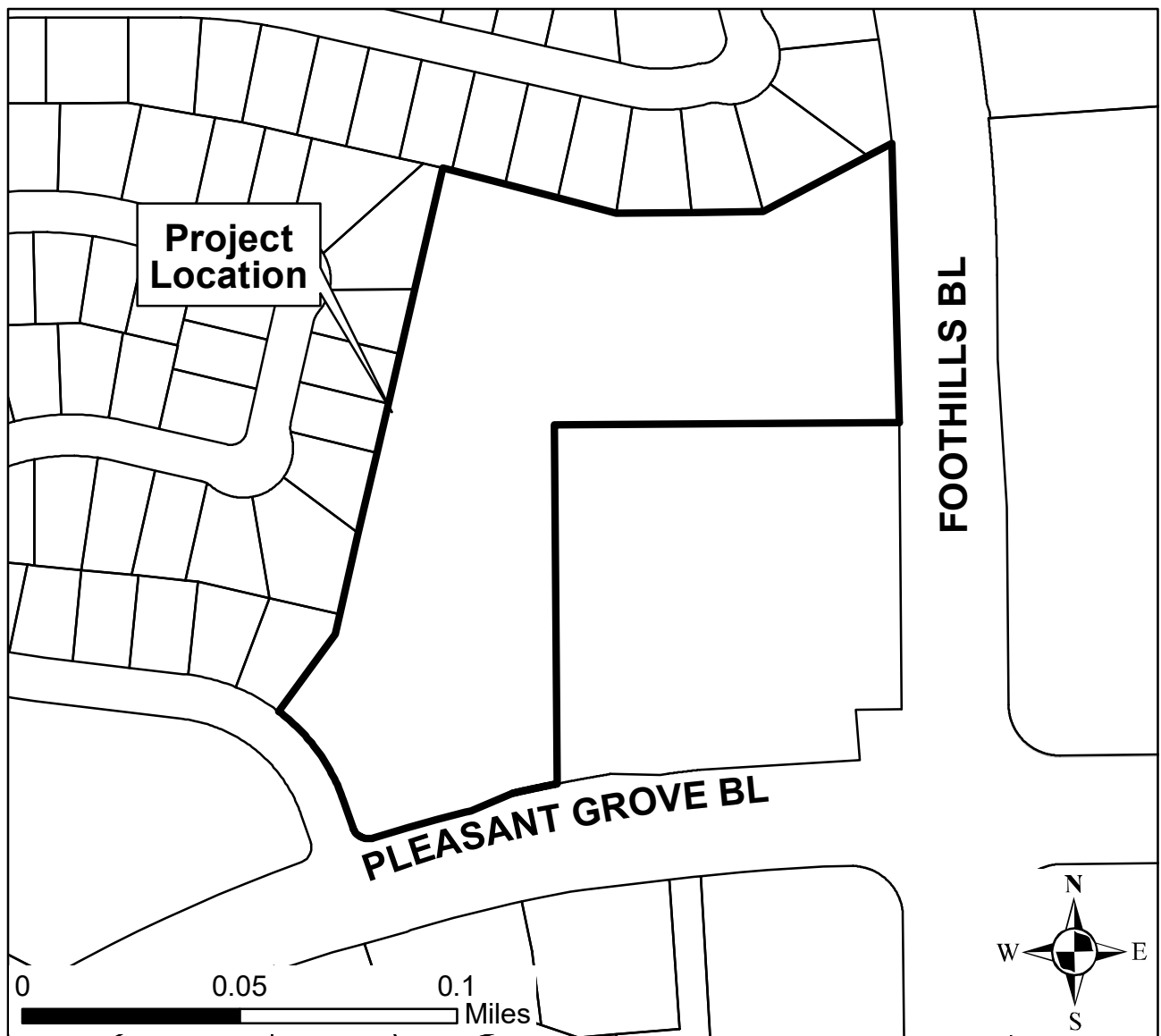
Subscribed and sworn to (or affirmed) before
me on this _____ day of _____,
20____, Marc Stout proved to me
on the basis of satisfactory evidence to be the
person(s) who appeared before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville Breton Village Residential



**FINAL MAP OF
BRETON VILLAGE RESIDENTIAL**
SUBDIVISION NO. PL16-0170
PARCEL B OF PARCEL MAP, 32 P.M. 151
BEING A PORTION OF SECTION 28, T. 11 N., R. 6 E., M.D.M.,
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
APRIL, 2019
MORTON & PITALO, INC.

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED HEREON AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF BRETON VILLAGE RESIDENTIAL, AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

(A) PUBLIC EASEMENTS FOR BIKE PATHS TOGETHER WITH ANY ALL APPURTENANCES PERTAINING THERETO, ON, OVER AND ACROSS LOTS A, B AND C SHOWN HEREON AND DESIGNATED "B.P.E." (BIKE PATH EASEMENT).

(B) PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, GAS, SANITARY SEWER, AND WATER PIPES AND FOR POLES, OVERHEAD AND UNDERGROUND WIRES, AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ACROSS, ON, OVER AND UNDER LOT 1 SHOWN HEREON AND THOSE STRIPS OF LAND 4.0 FEET IN WIDTH LYING CONTIGUOUS TO THE PRIVATE LANES AS SHOWN HEREON AND DESIGNATED AS "4' P.U.E." (4' PUBLIC UTILITY EASEMENT), AND THE "5.50' P.U.E." (5.50' PUBLIC UTILITY EASEMENT) ON LOT 27, AND THE "4' X 4' P.U.E." (4' X 4' PUBLIC UTILITY EASEMENT) ON LOT 28, AND THE "12.37' P.U.E." (12.37' PUBLIC UTILITY EASEMENT) ON LOT 33.

(C) PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF GAS AND WATER PIPES, AND FOR POLES, OVERHEAD AND UNDERGROUND WIRES, AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ACROSS, ON, OVER AND UNDER LOTS D, E, F, G, H AND J, EXCEPT WHERE BUILDINGS ARE LOCATED.

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

BY: Jay Pawlek
JAY PAWLEK, VICE PRESIDENT

March 27, 2019
DATE

NOTARY'S STATEMENT

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

STATE OF CALIFORNIA
COUNTY OF Sacramento

ON March 27, 2019 BEFORE ME, L. Hall, A NOTARY PUBLIC, PERSONALLY APPEARED Jay Pawlek 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 L. Hall

MY COMMISSOIN NO. 2249285 NOTARY PUBLIC, STATE OF CALIFORNIA AND EXPIRES ON: August 5, 2022

MY PRINCIPLE PLACE OF BUSINESS IS Sacramento COUNTY

L. Hall L. Hall
SIGNATURE PRINT NAME

SURVEYOR'S STATEMENT

THIS FINAL MAP OF BRETON VILLAGE RESIDENTIAL WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BRETON VILLAGE, LLC IN NOVEMBER 2018. I HEREBY STATE THAT THIS FINAL MAP OF BRETON VILLAGE RESIDENTIAL SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2019; AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED March 26, 2019



Christopher J. Gorges
CHRISTOPHER J. GORGES
P. L. S. 7350
EXPIRES: 12-31-19

CITY ENGINEER'S STATEMENT

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

DATED 4/10/19

Marc Stout
MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R. C. E. NO. 69879, EXPIRATION DATE: 9/30/2020

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "BRETON VILLAGE RESIDENTIAL" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATED 4/4/19



Timothy G. Blair
TIMOTHY G. BLAIR, P. L. S. 8278
EXPIRATION DATE: 12/31/2019

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "BRETON VILLAGE RESIDENTIAL" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL PUBLIC EASEMENTS HEREON OFFERED FOR DEDICATION.

Sonia Ornela
CITY CLERK, CITY OF ROSEVILLE

DATED 5/2/19

ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 10 DAY OF May, 2019, AT 1:01 PM IN BOOK EE OF MAPS, AT PAGE 52 AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

DOCUMENT NO. 2019-0030538

RYAN RONCO
PLACER COUNTY RECORDER

FEE: \$104

BY: D. M. Ronco
DEPUTY

FINAL MAP OF BRETON VILLAGE RESIDENTIAL

SUBDIVISION NO. PL16-0170

PARCEL B OF PARCEL MAP, 32 P.M. 151

BEING A PORTION OF SECTION 28, T. 11 N., R. 6 E., M.D.M.,

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA

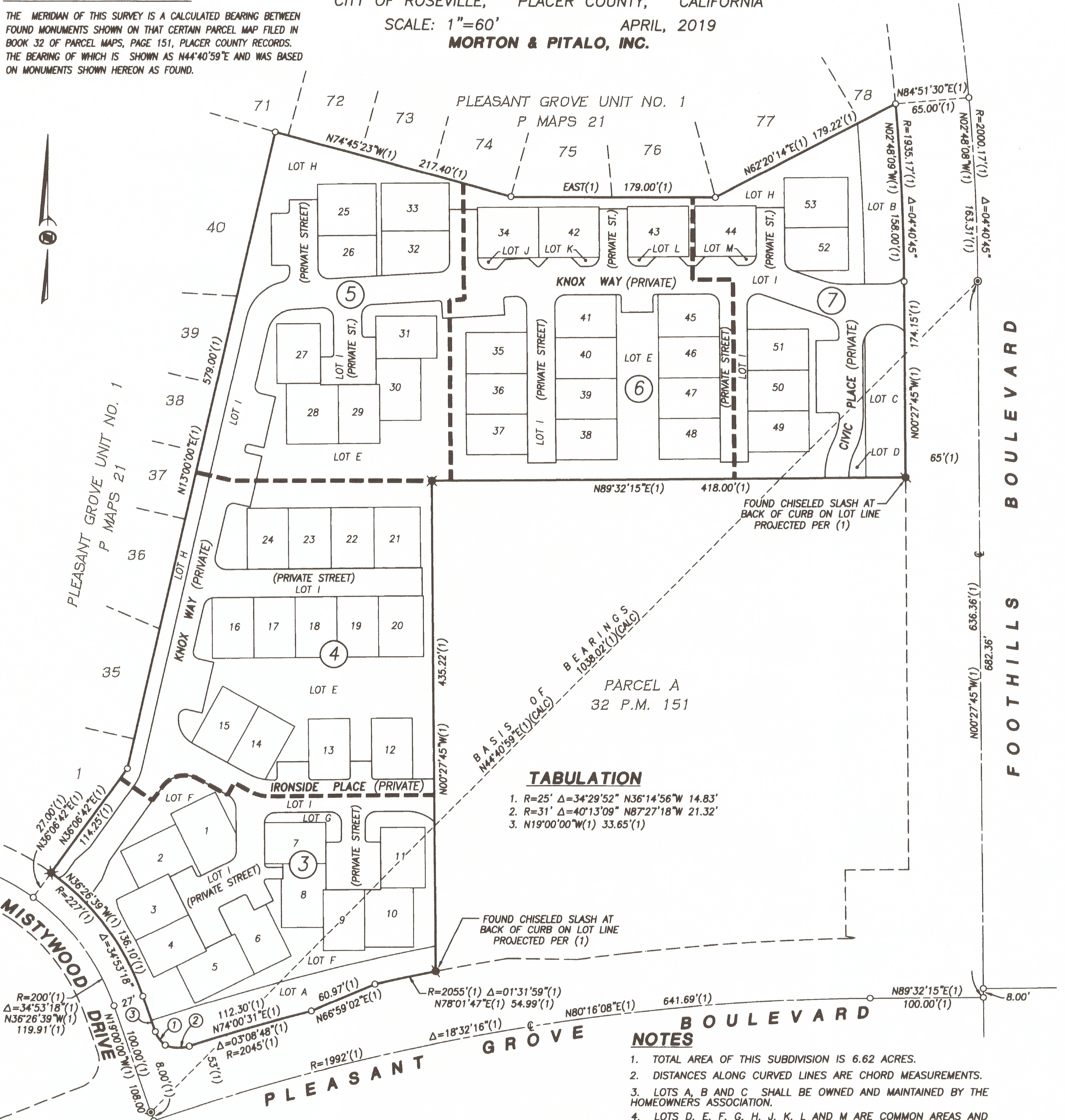
SCALE: 1"=60'

APRIL, 2019

MORTON & PITALO, INC.

BASIS OF BEARINGS

THE MERIDIAN OF THIS SURVEY IS A CALCULATED BEARING BETWEEN FOUND MONUMENTS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN BOOK 32 OF PARCEL MAPS, PAGE 151, PLACER COUNTY RECORDS. THE BEARING OF WHICH IS SHOWN AS N44°40'59"E AND WAS BASED ON MONUMENTS SHOWN HEREON AS FOUND.



TABULATION

1. R=25' Δ=34°29'52" N36°14'56"W 14.83'
2. R=31' Δ=40°13'09" N87°27'18"W 21.32'
3. N19°00'00"W(1) 33.65'(1)

FOUND CHISELED SLASH AT
BACK OF CURB ON LOT LINE
PROJECTED PER (1)

LEGEND

-DIMENSION POINT - NOTHING FOUND OR SET
- ⊕DIMENSION POINT - NOTHING FOUND OR SET
- ⊙FOUND CENTER PUNCHED COPPERWELD SURVEY MONUMENT IN MONUMENT WELL
- ⊙SET CENTER PUNCHED COPPERWELD SURVEY MONUMENT IN MONUMENT WELL STAMPED L.S. 7350
- ⊙SET 1" IRON PIPE WITH PLASTIC PLUG STAMPED L.S. 7350
- ⊙SET 1-1/4" COPPER DISC STAMPED L.S. 7350
- ⊙FOUND MONUMENT AS NOTED
- ⊙FOUND 1" IRON PIPE WITH PLASTIC PLUG STAMPED L.S. 7350 PER (1)
- B.P.E.BIKE PATH EASEMENT
- P.E.PEDESTRIAN EASEMENT
- P.U.E.PUBLIC UTILITY EASEMENT
- I.O.D.IRREVOCABLE OFFER OF DEDICATION
- (1).....RECORD PER 32 P.M. 151

NOTES

1. TOTAL AREA OF THIS SUBDIVISION IS 6.62 ACRES.
2. DISTANCES ALONG CURVED LINES ARE CHORD MEASUREMENTS.
3. LOTS A, B AND C SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
4. LOTS D, E, F, G, H, J, K, L AND M ARE COMMON AREAS AND SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION FOR THE BENEFIT AND GENERAL USE OF THE RESIDENTS OF THE HOMEOWNERS ASSOCIATION.
5. OWNERSHIP AND MAINTENANCE OF LOT I, INCLUDING STREET LIGHTS AND STREET DRAINAGE, IS PRIVATE AND IS THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION FOR THE MUTUAL BENEFIT OF LOTS 1 THRU 53.
6. A DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR THIS SUBDIVISION HAS BEEN RECORDED AS DOCUMENT NO. **2019-0030539**, O.R.P.C.
7. A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE-KUHL ASSOCIATES, FILE 5824.01 DATED FEBRUARY 13, 2004. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - LAND DEVELOPMENT - ENGINEERING FILE NO. 308-668.
8. LOT CORNERS THAT FALL ON THE RIGHT OF WAY LINE OF A PRIVATE STREET WILL BE REFERENCED WITH A 1-1/4" COPPER DISC STAMPED L.S. 7350 1' FROM THE LOT CORNER ON THE LOT LINE PROJECTED.
9. THIS PROPERTY MAY BE SUBJECT TO A PRIVATE EASEMENT FOR THE PURPOSE OF CONSTRUCTING THE ENTRY MONUMENT AND INSTALLING AND MAINTAINING LANDSCAPING THEREON, PURSUANT TO THAT CERTAIN DOCUMENT ENTITLED, "GRANT DEED" RECORDED IN BOOK 3854, PAGE 177, PLACER COUNTY OFFICIAL RECORDS. THE EXACT LOCATION OF SAID EASEMENT IS NOT DISCLOSED BY SAID DOCUMENT AND SAID EASEMENT IS NOT PLOTTED HEREON.

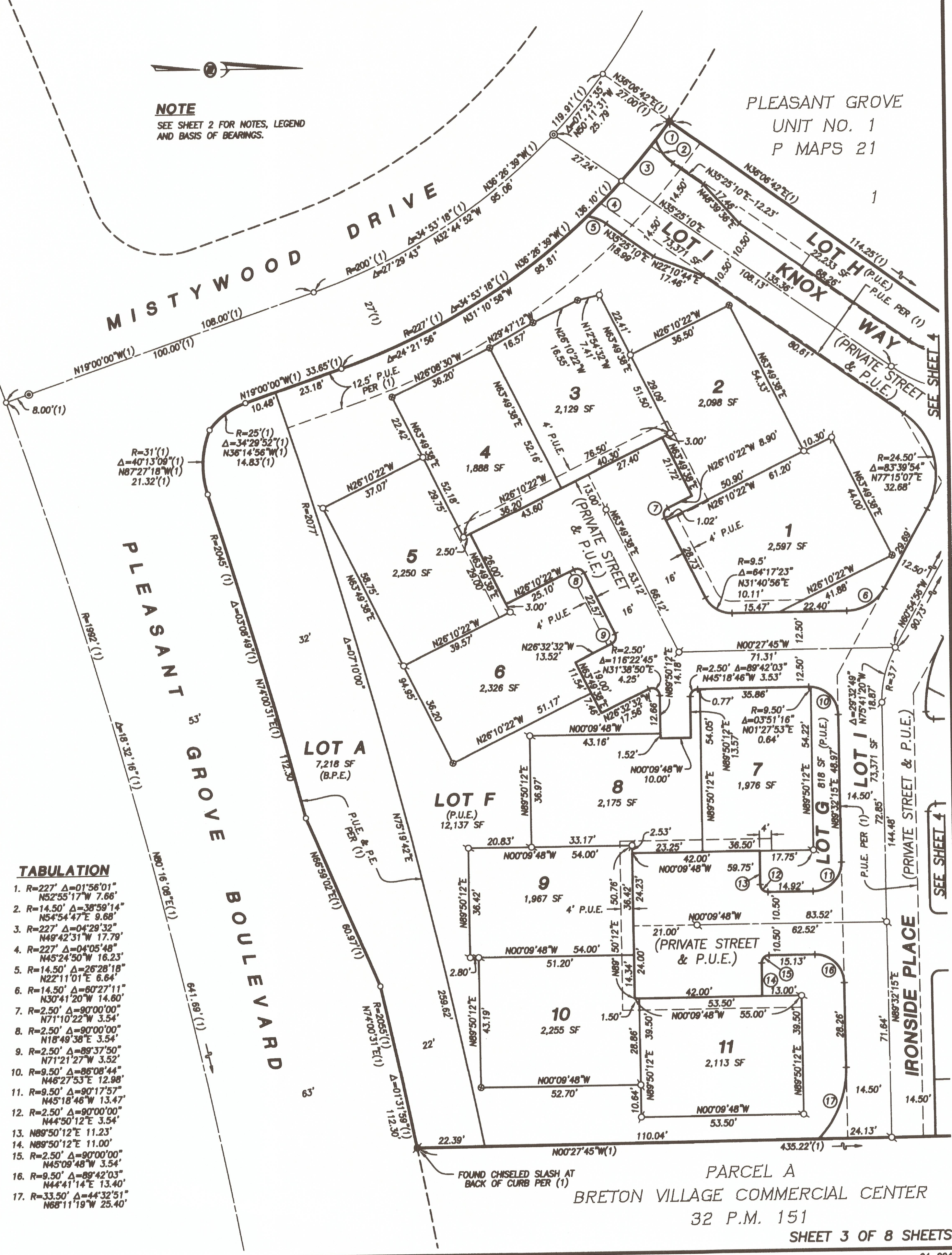
SHEET 2 OF 8 SHEETS

FINAL MAP OF
BRETON VILLAGE RESIDENTIAL

SUBDIVISION NO. PL16-0170
PARCEL B OF PARCEL MAP, 32 P.M. 151
BEING A PORTION OF SECTION 28, T. 11 N., R. 6 E., M.D.M.,
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
SCALE: 1"=20' APRIL, 2019
MORTON & PITALO, INC.

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

PLEASANT GROVE
UNIT NO. 1
P MAPS 21



TABULATION

1. R=227' Δ=01°56'01" N52°55'17"W 7.66'
2. R=14.50' Δ=38°59'14" N54°54'47"E 9.68'
3. R=227' Δ=04°29'32" N48°42'31"W 17.79'
4. R=227' Δ=04°05'48" N45°24'50"W 16.23'
5. R=14.50' Δ=26°28'18" N22°11'01"E 6.64'
6. R=14.50' Δ=60°27'11" N30°41'20"W 14.60'
7. R=2.50' Δ=90°00'00" N71°10'22"W 3.54'
8. R=2.50' Δ=90°00'00" N18°49'38"E 3.54'
9. R=2.50' Δ=89°37'50" N71°21'27"W 3.52'
10. R=9.50' Δ=86°08'44" N46°27'53"E 12.98'
11. R=9.50' Δ=90°17'57" N45°18'46"W 13.47'
12. R=2.50' Δ=90°00'00" N44°50'12"E 3.54'
13. N89°50'12"E 11.23'
14. N89°50'12"E 11.00'
15. R=2.50' Δ=90°00'00" N45°09'48"W 3.54'
16. R=9.50' Δ=89°42'03" N44°41'14"E 13.40'
17. R=33.50' Δ=44°32'51" N68°11'19"W 25.40'

PARCEL A
BRETON VILLAGE COMMERCIAL CENTER
32 P.M. 151

SHEET 3 OF 8 SHEETS

FINAL MAP OF
BRETON VILLAGE RESIDENTIAL

SUBDIVISION NO. PL16-0170
PARCEL B OF PARCEL MAP, 32 P.M. 151
BEING A PORTION OF SECTION 28, T. 11 N., R. 6 E., M.D.M.,
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
SCALE: 1"=20' APRIL, 2019
MORTON & PITALO, INC.



NOTE

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

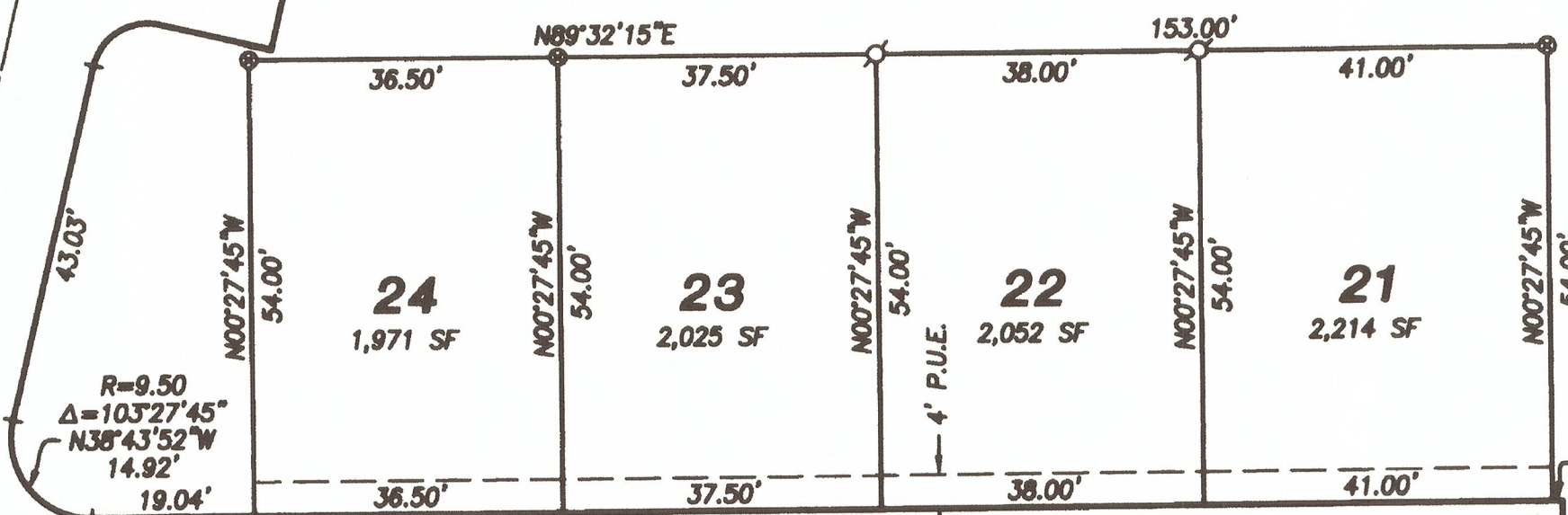
TABULATION

1. N36°06'42"E(1) 114.25'(1)
2. R=39.50' Δ=22°25'10" N24°12'35"E 15.36'
3. R=9.50' Δ=65°06'22" N45°33'11"E 10.22'

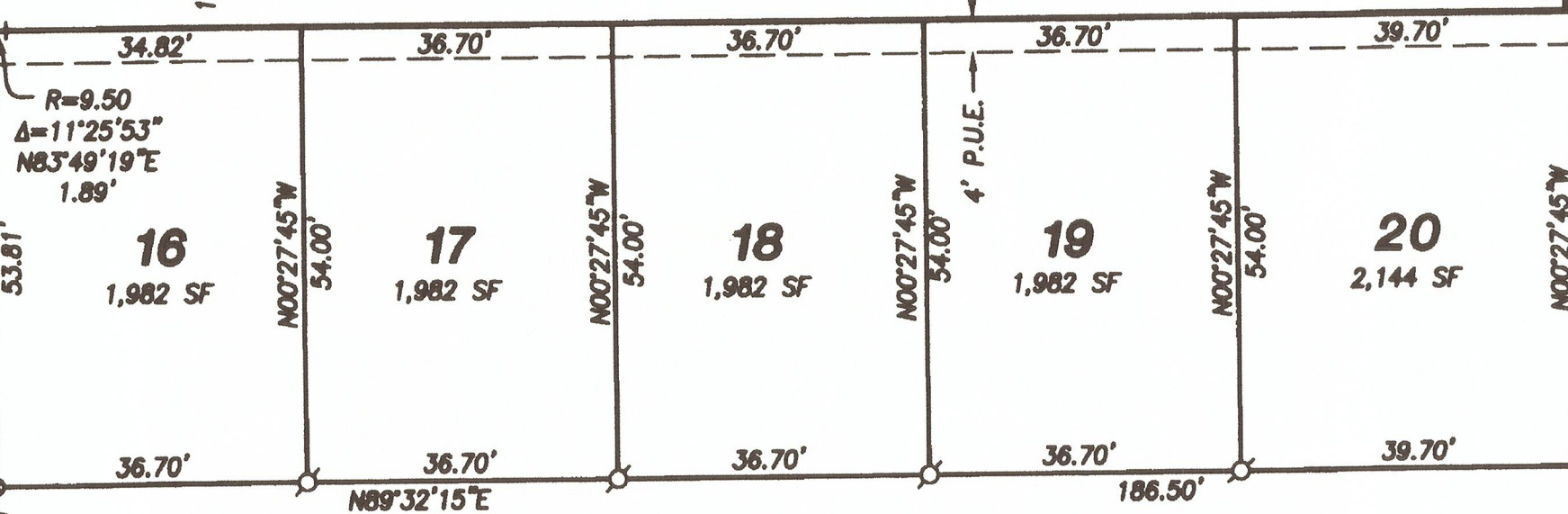
SEE SHEET 5

LOT E

1.142 ACRES
(P.U.E.)

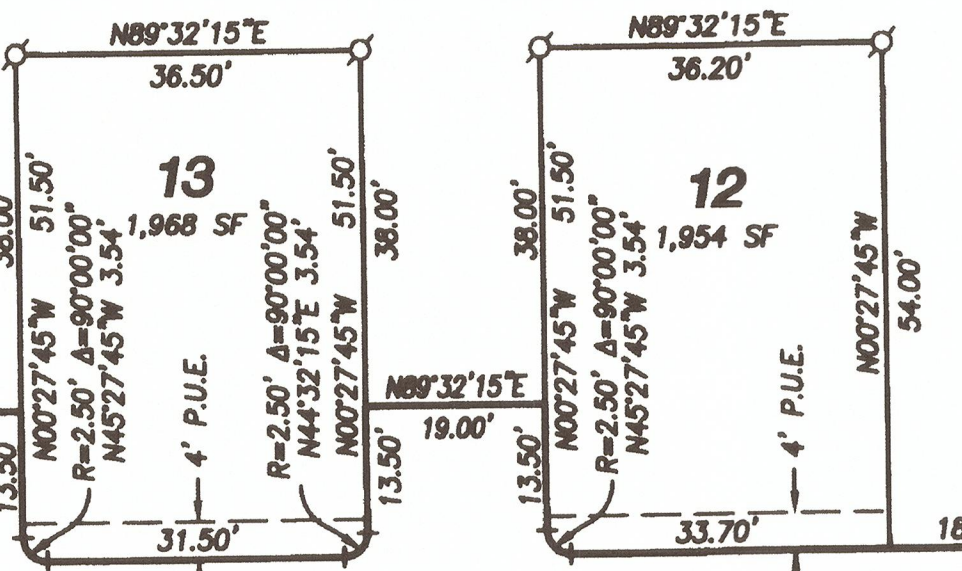


LOT I (PRIVATE STREET & P.U.E.)



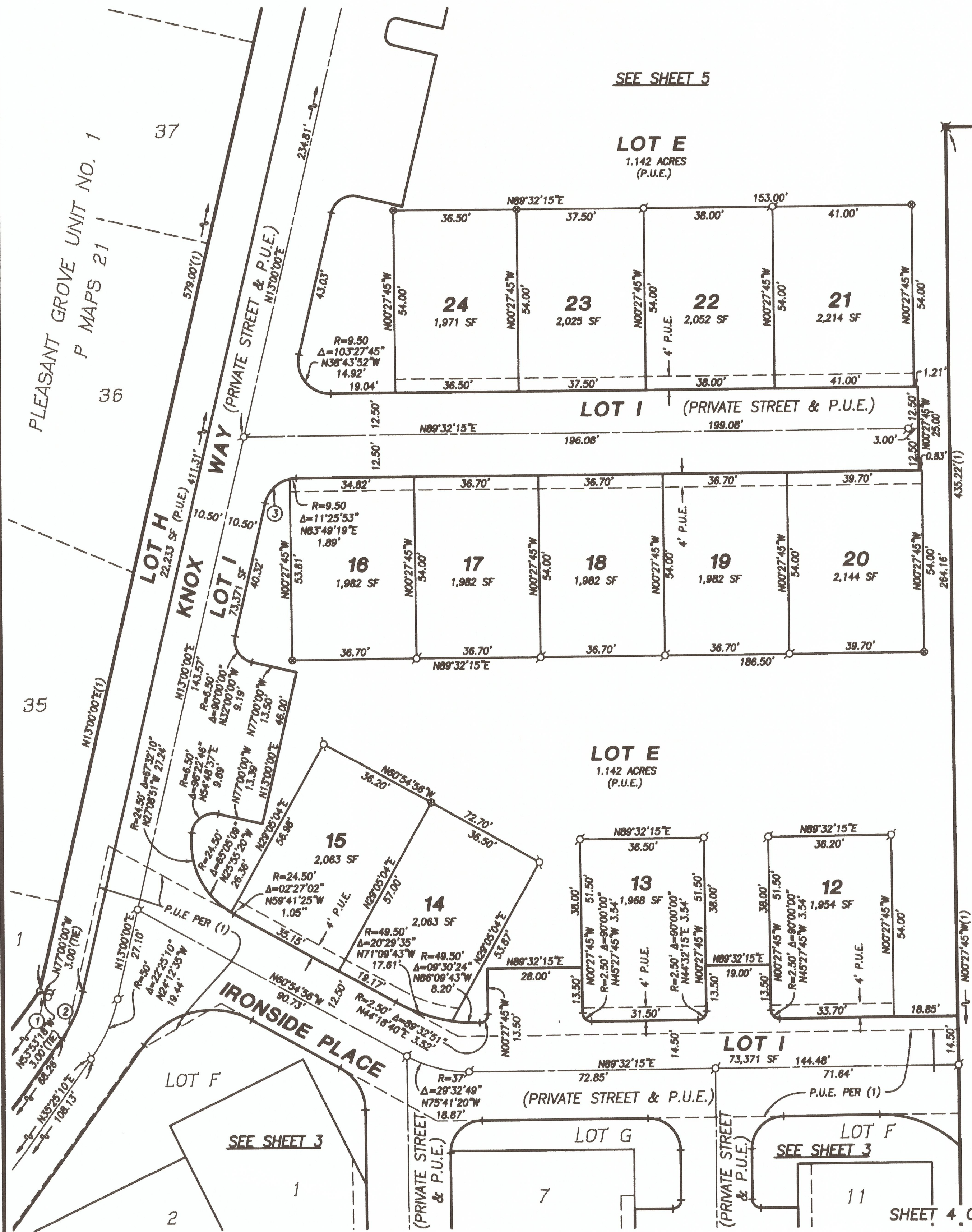
LOT E

1.142 ACRES
(P.U.E.)



LOT I

(PRIVATE STREET & P.U.E.)



PARCEL A
BRETON VILLAGE COMMERCIAL CENTER
32 P.M. 151

FINAL MAP OF
BRETON VILLAGE RESIDENTIAL
SUBDIVISION NO. PL16-0170
PARCEL B OF PARCEL MAP, 32 P.M 151
BEING A PORTION OF SECTION 28, T. 11 N., R. 6 E., M.D.M.,
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
SCALE: 1"=20' APRIL, 2019
MORTON & PITALO, INC.

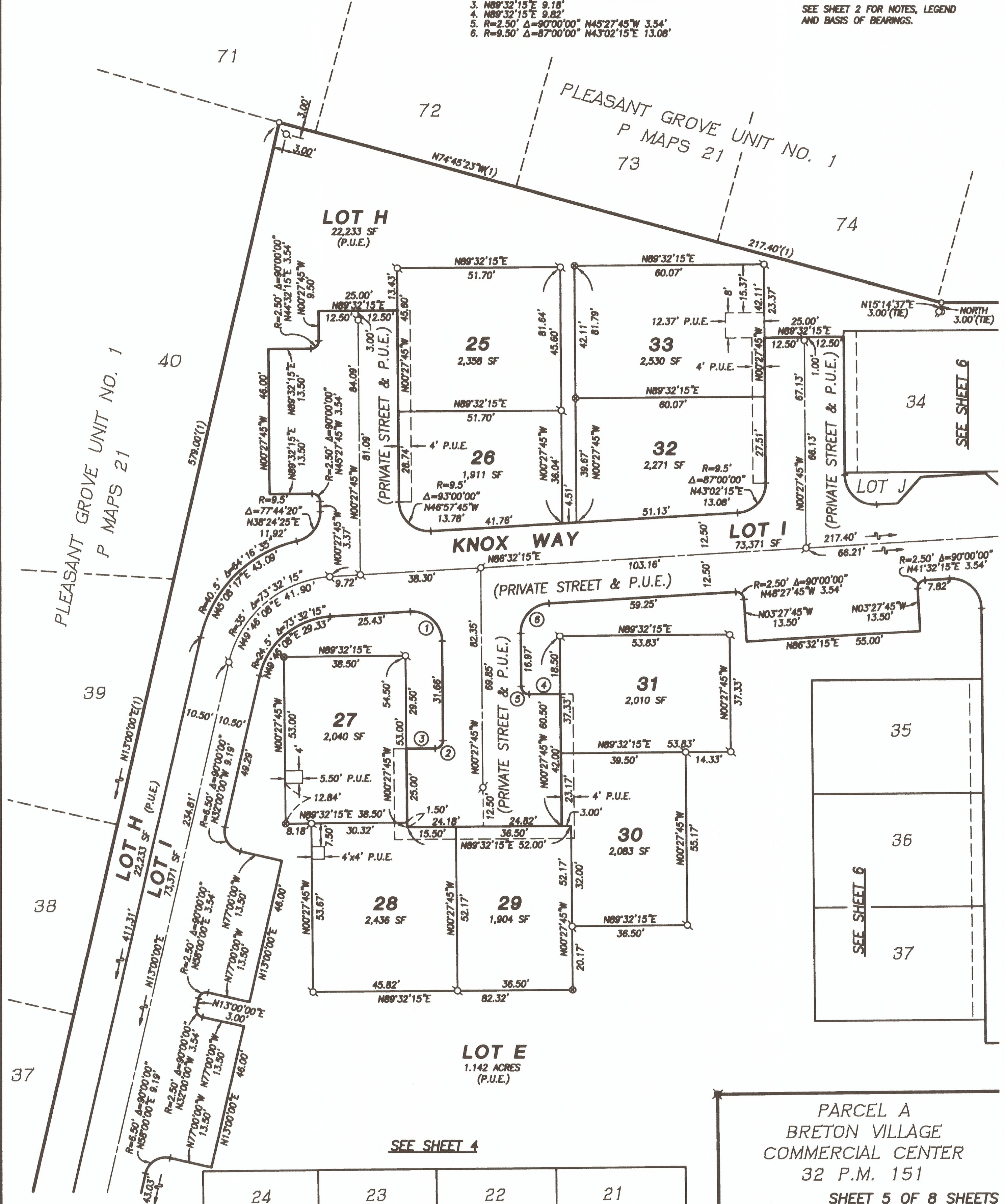


TABULATION

1. R=9.50' Δ=93°00'00" N46°57'45"W 13.78'
2. R=2.50' Δ=90°00'00" N44°32'15"E 3.54'
3. N89°32'15"E 9.18'
4. N89°32'15"E 9.82'
5. R=2.50' Δ=90°00'00" N45°27'45"W 3.54'
6. R=9.50' Δ=87°00'00" N43°02'15"E 13.08'

NOTE

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



FINAL MAP OF
BRETON VILLAGE RESIDENTIAL

SUBDIVISION NO. PL16-0170
PARCEL B OF PARCEL MAP, 32 P.M. 151
BEING A PORTION OF SECTION 28, T. 11 N., R. 6 E., M.D.M.,
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
SCALE: 1"=20' APRIL, 2019
MORTON & PITALO, INC.

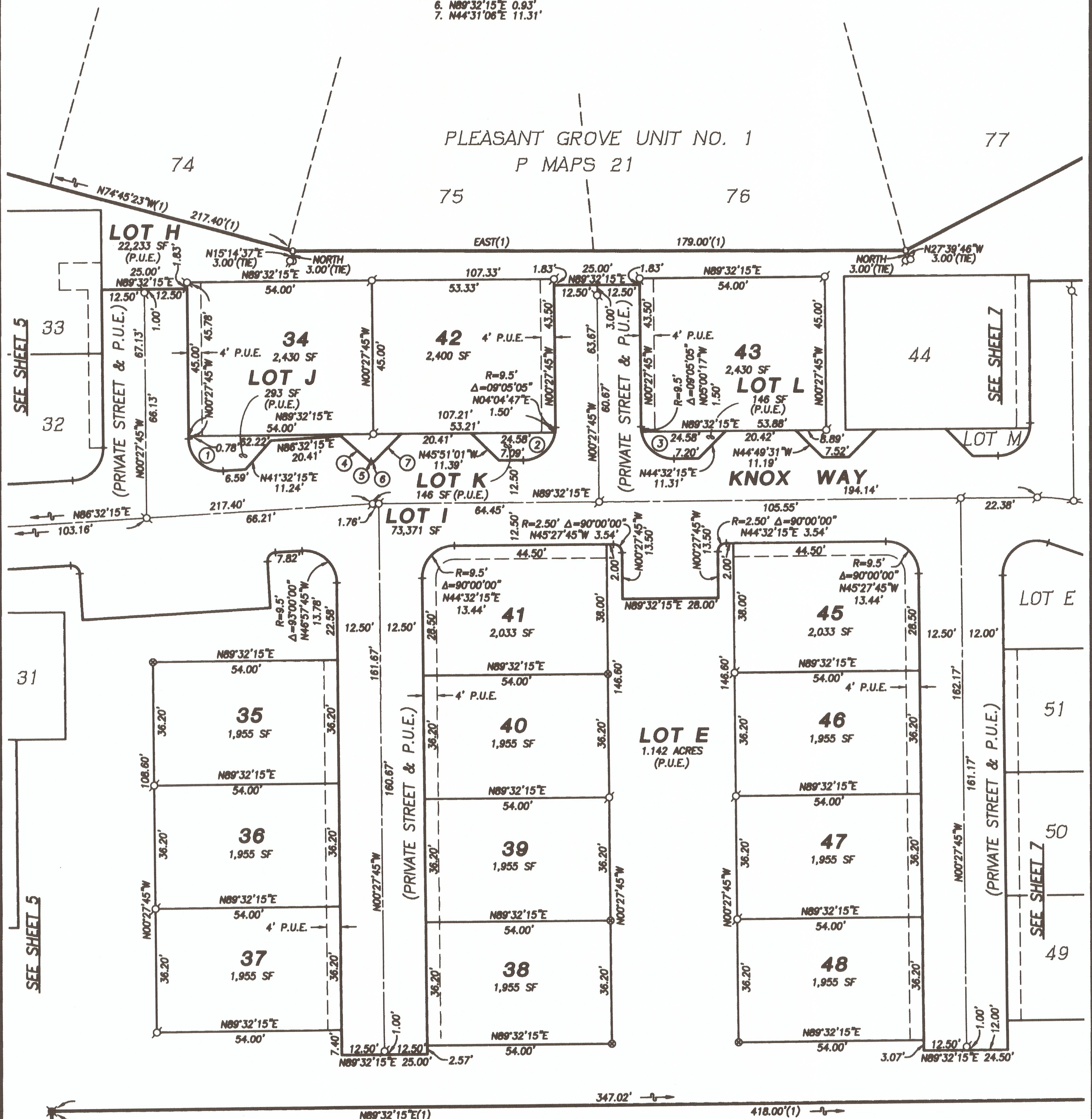


TABULATION

1. R=9.50' Δ=93°00'00" N46°57'45"W 13.78'
2. R=9.50' Δ=80°54'55" N49°04'47"E 12.33'
3. R=9.50' Δ=80°54'55" N50°00'17"W 12.33'
4. N48°27'45"W 11.24'
5. N86°32'15"E 0.46'
6. N89°32'15"E 0.93'
7. N44°31'06"E 11.31'

NOTE

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



PARCEL A
BRETON VILLAGE COMMERCIAL CENTER
32 P.M. 151

SHEET 6 OF 8 SHEETS

BOOK EE OF MAPS, PAGE 52

FINAL MAP OF BRETON VILLAGE RESIDENTIAL

SUBDIVISION NO. PL16-0170
PARCEL B OF PARCEL MAP, 32 P.M. 151
BEING A PORTION OF SECTION 28, T. 11 N., R. 6 E., M.D.M.,
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
SCALE: 1"=20' APRIL 2019
MORTON & PITALO, INC.

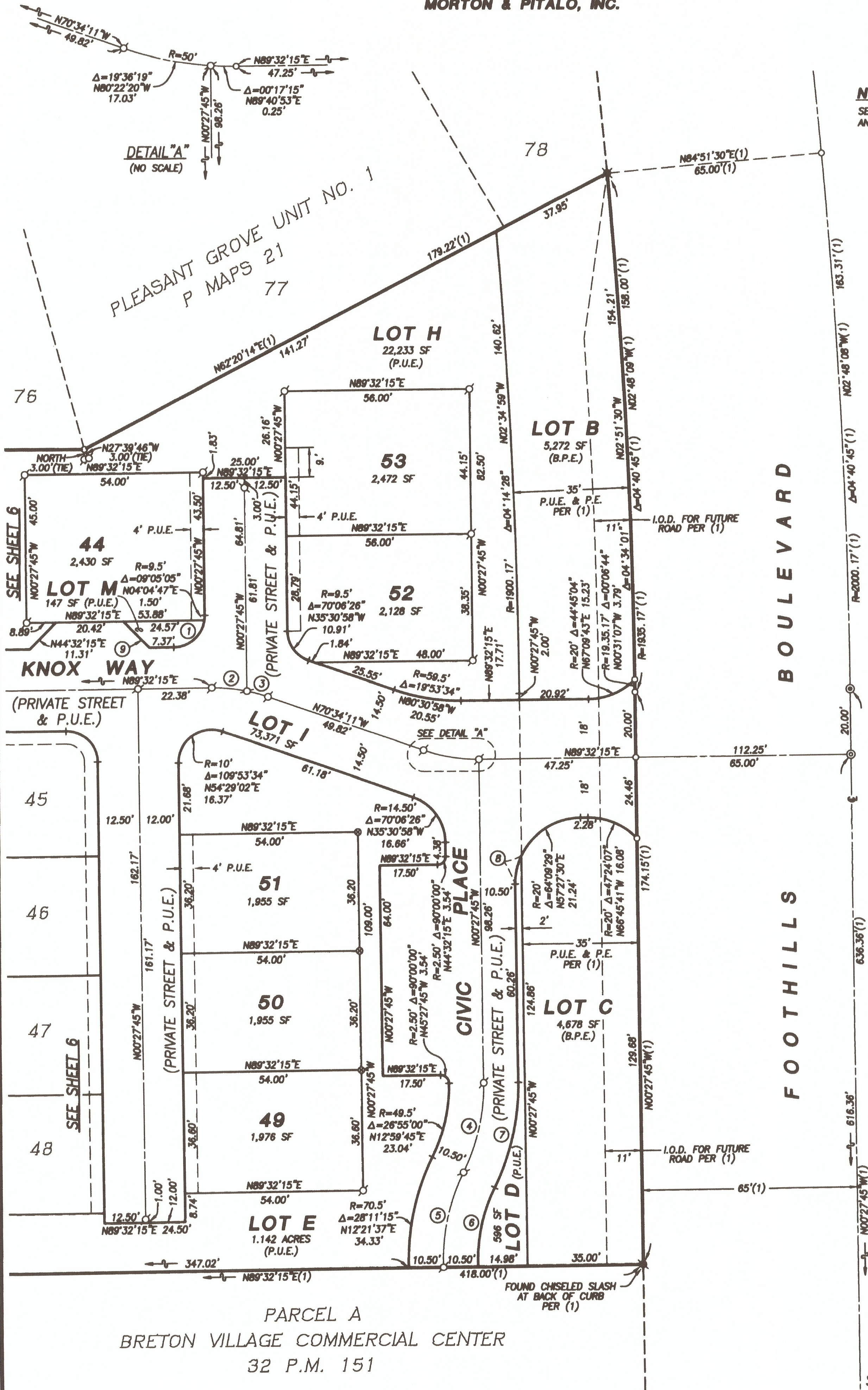


NOTE

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

TABULATION

1. R=9.50' Δ=80°54'55"
N49°04'47"E 12.33'
2. R=50' Δ=12°17'12"
N84°19'09"W 10.70'
3. R=50' Δ=07°36'22"
N74°22'22"W 6.63'
4. R=60' Δ=26°55'00"
N12°59'45"E 27.93'
5. R=60' Δ=28°24'36"
N12°14'57"E 29.45'
6. R=49.50' Δ=28°43'36"
N12°05'27"E 24.56'
7. R=70.50' Δ=26°55'00"
N12°59'45"E 32.82'
8. R=20' Δ=25°50'31"
N12°27'30"E 8.94'
9. N44°49'31"W 11.19'



BRETON VILLAGE RESIDENTIAL

SCALE: 1"=60'

APRIL, 2019

MORTON & PITALO, INC.



LOCAL AGENCY ADDITIONAL INFORMATION SHEET

THE ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AS REQUIRED BY SECTION 66434.2 OF THE SUBDIVISION MAP ACT, AS AMENDED, AND LOCAL ORDINANCES.

THE INFORMATION SHOWN HEREON DESCRIBES CONDITIONS AS OF THE DATE OF FILING. IT IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST. THE INFORMATION IS DERIVED FROM PUBLIC RECORDS OR REPORTS AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS BY THE PREPARER OF THIS ADDITIONAL INFORMATION SHEET.

(A) EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING, OR ITS CONTENTS, DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

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



MEMORANDUM

Development Services Department

TO: City Clerk

FROM: Jeff Hendrix

DATE: August 14, 2019

SUBJECT: CWJ#180022, EN17-0482 – Breton Village Improvement Plans

This memorandum is being added to the project NOC packet to provide City Clerk and Council notification regarding the warranty bonding status for the NWRSP Parcel 11 - Breton Village Improvement Plan project.

The project site is addressed as 7500 Foothills Blvd. and is located on the northwest corner of Foothills Boulevard and Pleasant Grove Boulevard. The vacant site is approximately 10 acres in size and is identified as Parcel 11 of the Northwest Roseville Specific Plan (NWRSP).

On February 26, 2009, the Planning Commission approved a development project (2007PL-072) that included two Design Review Permits (DRP-000284 & DRP-000285) and a Tentative Subdivision Map (SUB-000132). With that application, DRP-000284 allowed the construction of two commercial buildings totaling 30,140 square feet with associated landscaping, lighting, and parking on Parcel 11 A (totaling 4.04 acres). In addition, DRP-000285 established development standards for the construction of a 53- unit single-family cluster development and the Tentative Subdivision Map (SUB-000132) created 53 residential lots and one common area parcel on Parcel 11 B (totaling 6.63 acres).

Soon after the project began construction, private funding issues were encountered causing site development to cease, where the project sat idle for several years, mostly constructed (90%), yet still incomplete. In July 2017, the residential portion of the project was initiated once again, undergoing additional administrative review, field testing and inspection to complete any outstanding improvements and to verify or repair those previously constructed.

Due to the nature of this project and timing of the original construction, it was determined that a warranty bond would not be required, as the existing improvements have been operational for several years.

In closing; under the direction of the City Engineer, it has been determined that a warranty bond will not be required by the project developer, or retained by the City as part of the NOC package throughout the project warranty period.

Please feel free to contact me with any questions or concerns.

Sincerely,
Jeff Hendrix
Associate Engineer
X5463



COUNCIL COMMUNICATION

CC #: 0279

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

Title: Fiddymment Ranch Phase 2 Village 11-A1 Final Map and Subdivision Agreement

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

Meeting Date: 9/18/2019

Item #: 7.15.

RECOMMENDATION TO COUNCIL

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

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

BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 47 residential lots and 2 landscape lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ECONOMIC DEVELOPMENT / JOBS CREATED

Acceptance of this map will result in the creation of jobs associated with the construction and sale of new homes.

ENVIRONMENTAL REVIEW

Approval of the Fiddymment Ranch Phase 2 Village 11-A1 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Fiddymment Ranch Phase 2 Village 11-A1 final map was accomplished with the preparation of the West Roseville Specific Plan EIR (SCH#2002082057) that was certified by the City of Roseville on February 4, 2004. Because the Fiddymment Ranch Phase 2 Village 11-A1 final map is consistent with project evaluated in the West Roseville Specific Plan EIR, no new effects would be expected to occur and all applicable mitigation measures from the West Roseville Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-402

Subdivision Agreement

Final Map

RESOLUTION NO. 19-402

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

WHEREAS, a subdivision agreement between the City of Roseville, Olympia Investments, Inc., and ATC Realty One, LLC, for the Fiddymont Ranch Phase 2 – Village 11-A1 Subdivision, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

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

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

Exempt from recording fees pursuant to Govt. Code §27383

SUBDIVISION AGREEMENT

**Fiddymment Ranch Phase 2 -
~~Village 11-A1~~ SUBDIVISION**

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

WITNESSETH:

WHEREAS, OWNER is possessed of a tract of land lying in the City of Roseville,
Fiddymment Ranch Phase 2 -
County of Placer, known as "Village 11-A1 Subdivision" (Subdivision no.
PL14-0438, the Subdivision"); and

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

2. Improvements - Time Limit. DEVELOPER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Ruggeri-Jensen-Azar, dated August, 2018 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before September 15, 2020, such survey monuments as may be required by the City Engineer ("the Work"). DEVELOPER agrees to pay for any materials, provisions or other supplies used in,

[E:\agreement\form agreements\subdivision agmt three party dev.docx: 7/30/19]

upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

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

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

If at any time prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to DEVELOPER to eliminate the safety hazard. If DEVELOPER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such

work from DEVELOPER, DEVELOPER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

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

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

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

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

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

5. Securities.

a. DEVELOPER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$745,340.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance"

security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

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

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

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

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

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

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

10. Warranty.

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

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

its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

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

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

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

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

COVERAGE

General Liability

LIMITS OF LIABILITY

\$2,000,000 per occurrence
\$4,000,000 aggregate
Personal Injury:

Automobile Liability	\$2,000,000 per occurrence \$4,000,000 aggregate \$1,000,000 combined single limit
Workers' Compensation	Statutory

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

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

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

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

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

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

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

13. **Irrevocability of Security.** The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year

guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further

action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

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

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

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

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

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

DEVELOPER: John Amaral
Olympia Investment Company, Inc.
4670 Willow Road, Suite 200
Pleasanton, CA 94588

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

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

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

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

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

CITY OF ROSEVILLE, a
municipal corporation,

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

DEVELOPER:

Olympia Investments, Inc., a
California corporation

BY: _____
James C. Ghielmetti
its: President

and

BY: _____
John Amaral
its: Chief Executive Officer
Financial

OWNER:

ATC Realty One, LLC, a
Delaware limited liability company

BY: _____
David Ash
its: Senior Vice President

and

BY: _____
its: _____

(NOTARIZATION REQUIRED)

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By: _____

Name: David Ash

Title: Senior Vice President

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.

ACKNOWLEDGMENT

State of CALIFORNIA

County of San Francisco

On August 8, 2019, before me, Irene Rubio, Notary Public
(Insert Name and Title of the Officer)

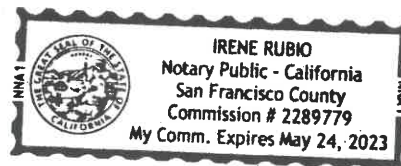
personally appeared David Ash, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature _____

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF California)SS
COUNTY OF Alameda)

On August 12, 2019 before me, Susan M. Brady, Notary Public, personally appeared
James C. Ghielmetti

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

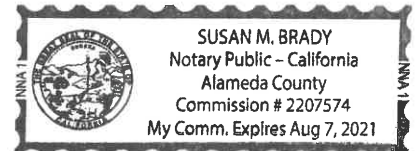
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Susan M Brady

Affix appropriate seal above



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF California)SS
COUNTY OF Alameda)

On August 12, 2019 before me, Susan M. Brady, Notary Public, personally appeared
John Amaral

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

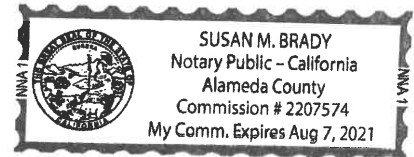
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Susan M Brady

Affix appropriate seal above



OWNER’S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED HEREON, HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF, "FIDDYMMENT RANCH PHASE 2 VILLAGE 11–A1" AND DO HEREBY OFFER FOR DEDICATION FOR SPECIFIC PURPOSES THE FOLLOWING.

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

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

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

- A. AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON), LOTS A & B AND THE STREETS SHOWN HERE AS KATAMA PLACE, DRIFTWAY LOOP, PROVINCE TOWN WAY, MYSTIC WAY, MERRIMACK STREET, WALPOLE COURT, AND CENTERVILLE STREET.

ATC REALITY ONE, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
DAVID L. ASH
ITS: SENIOR VICE PRESIDENT

OWNER’S ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____, 2019, BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED _____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED
TO ME THAT HE/ SHE/ THEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED
CAPACITY(IES), AND THAT BY HIS /HER /THEIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY ON 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: _____
PRINT NAME: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
PRINCIPAL COUNTY OF BUSINESS: _____

SURVEYOR’S STATEMENT

THIS "FINAL MAP OF FIDDYMMENT RANCH PHASE 2, VILLAGE 11–A1" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ATC REALITY ONE, LLC., ON JANUARY 1, 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2020, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS ____ DAY OF _____, 2019.

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441



CITY ENGINEER’S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMMENT RANCH PHASE 2 VILLAGE 11–A1 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF, AND THAT IT COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES.

MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMMENT RANCH PHASE 2 VILLAGE 11–A1 IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR
PLS. #8278 EXPIRATION DATE: DECEMBER 31, 2019



CITY CLERK’S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF FIDDYMMENT RANCH PHASE 2 VILLAGE 11–A1 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, LOTS A & B AND ALL THE RIGHTS–OF–WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION. THE CITY COUNCIL HAS ALSO APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION OF RIGHTS OF WAY AND EASEMENTS LISTED WITHIN NOTE #4 ON SHEET 2.

DATED

CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

COUNTY RECORDER’S STATEMENT

FILED FOR RECORD THIS ____ DAY OF _____, 2019, AT _____M.,
IN BOOK _____ OF MAPS AT PAGES _____ AT THE REQUEST OF OLD REPUBLIC
TITLE COMPANY.

SERIES NO. _____

RYAN RONCO
COUNTY RECORDER IN AND FOR
PLACER COUNTY, CALIFORNIA

FEE: \$ _____

BY: _____
DEPUTY

FINAL MAP OF
FIDDYMMENT RANCH PHASE 2
VILLAGE 11–A1
SUBDIVISION NO. PL14–0438

BEING A SUBDIVISION OF LOT 7 AS SHOWN ON THE FINAL MAP
OF SUBDIVISION NO. PL–0364, ENTITLED "FIDDYMMENT RANCH
PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF
MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS
13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
JULY 2019

RJA JOB NO. 175021

SHEET 1 OF 5 SHEETS

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	17.00'	90°00'00"	26.70'	N22°03'56"E	24.04'
C2	95.00'	78°27'47"	130.10'	N62°09'58"W	120.17'
C3	26.00'	90°00'00"	40.84'	N67°56'04"W	36.77'
C4	17.00'	90°00'00"	26.70'	N22°03'56"E	24.04'
C5	1826.00'	00°11'25"	6.06'	N58°52'13"E	6.06'
C6	274.00'	02°06'51"	10.11'	N60°01'21"E	10.11'
C7	274.00'	03°35'48"	17.20'	N24°43'58"W	17.20'
C8	17.00'	91°11'23"	27.06'	N72°07'34"W	24.29'
C9	2088.00'	00°10'43"	6.51'	N62°11'24"E	6.51'
C10	2250.00'	04°57'54"	194.98'	N64°34'59"E	194.91'
C11	2250.00'	14°43'30"	578.25'	N54°44'17"E	576.67'
C12	775.00'	42°24'26"	573.61'	N21°25'15"W	560.61'
C13	2941.50'	01°46'54"	91.47'	N88°53'31"E	91.46'
C14	17.00'	90°50'33"	26.95'	N42°34'48"E	24.22'
C15	17.00'	90°50'33"	26.95'	N48°15'45"W	24.22'
C16	2941.50'	01°46'52"	91.44'	N85°25'32"E	91.44'

BASIS OF BEARINGS

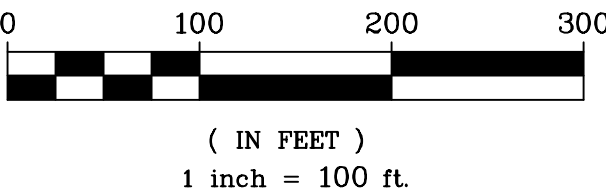
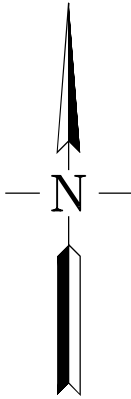
THE LINE BETWEEN FOUND MONUMENTS IN NORTH HAYDEN PARKWAY TAKEN AS N67°03'56"E, AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. 03-11, "FIDDYMENT RANCH PHASE 2", ON FILE IN THE OFFICE OF THE PLACER COUNTY RECORDER IN BOOK "BB" OF MAPS AT PAGE 24, IS THE BASIS OF BEARINGS FOR THIS MAP.

REFERENCES:

- (1) BB MAPS 24, FIDDYMENT RANCH PHASE 2 - LARGE LOTS
(2) DD MAPS 9, FIDDYMENT RANCH PHASE 2 - F9 & F19
(3) DD MAPS 88, FIDDYMENT RANCH PHASE 2 - LARGE LOTS

BOUNDARY MAP

- ////// NO INGRESS/EGRESS RIGHTS LINE
■■■■ SHEET COVERAGE
⑤ SHEET NUMBER



LEGEND

- SUBDIVISION BOUNDARY
———— LOT LINE
- - - - - EXISTING EASEMENT AS NOTED
- - - - - NEW EASEMENT AS NOTED
- - - - - CENTER LINE / MONUMENT LINE
- - - - - MONUMENT TIE LINE
- - - - - EXISTING LOT LINE
- FOUND BRASS DISK IN STANDARD CITY OF ROSEVILLE MONUMENT BOX, STAMPED LS 6046, PER REFERENCE (1)
● FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED PER REFERENCE AS NOTED
○ DIMENSION POINT
⊙ SET BRASS DISK STAMPED LS 6441 IN STANDARD CITY OF ROSEVILLE MONUMENT BOX
⊘ SET 5/8" REBAR WITH PLASTIC CAP STAMPED LS 6441
PUE PUBLIC UTILITY EASEMENT
IOD IRREVOCABLE OFFER OF DEDICATION
RW RIGHT OF WAY
EX. EXISTING
(M-M) MONUMENT TO MONUMENT
(R) RADIAL BEARING
(T) TOTAL
(DATA)(1) RECORD DATA & REFERENCE
SQ.FT. SQUARE FEET

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 11-A1
SUBDIVISION NO. PL14-0438

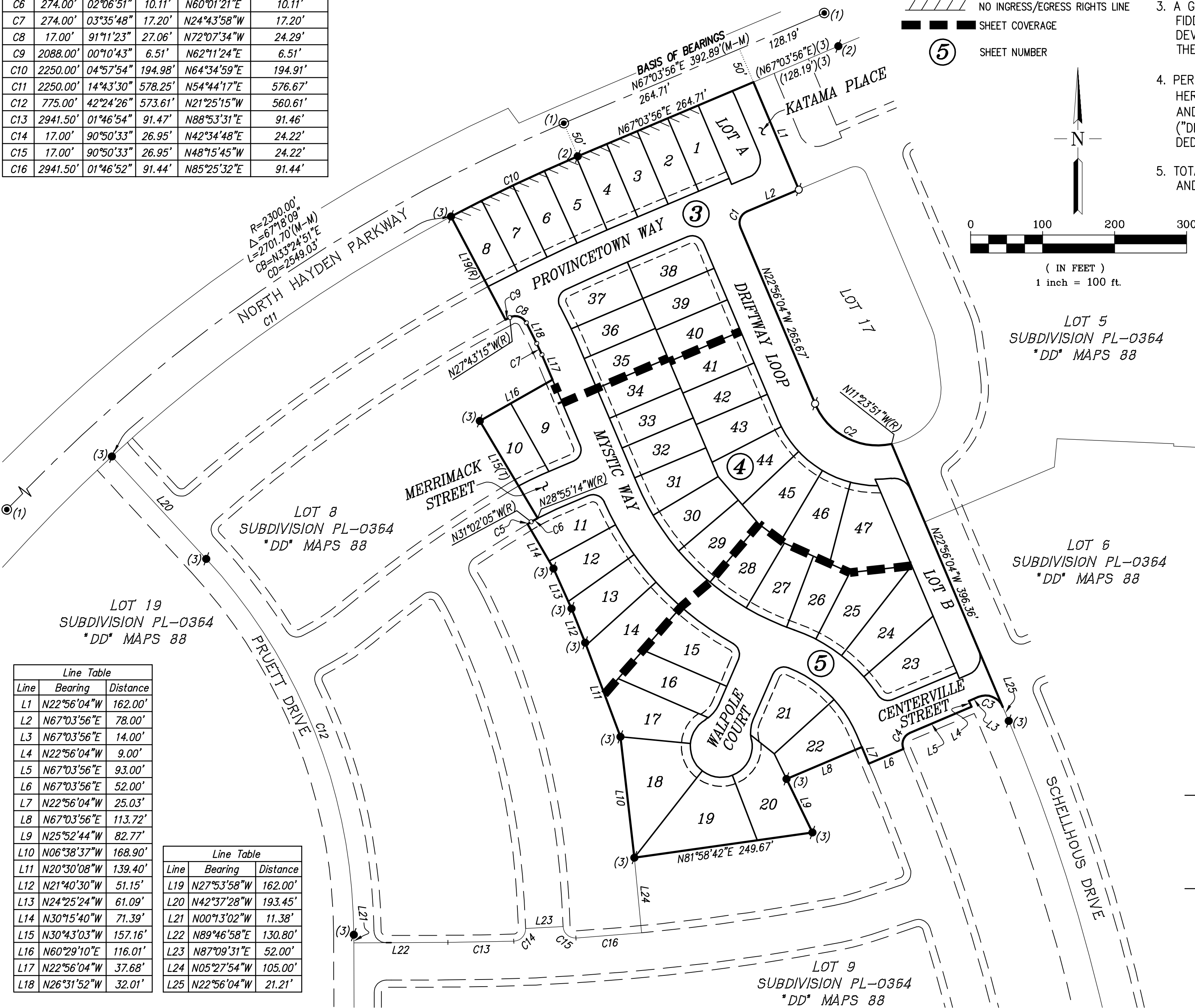
BEING A SUBDIVISION OF LOT 7 AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

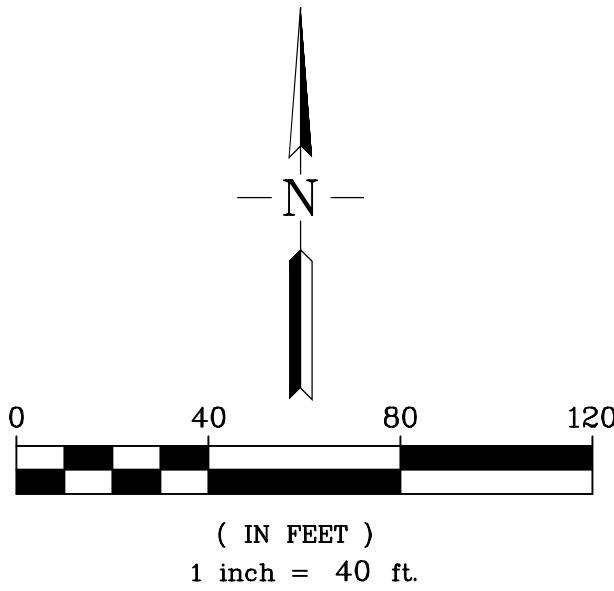
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
JULY 2019

Line Table		
Line	Bearing	Distance
L1	N22°56'04"W	162.00'
L2	N67°03'56"E	78.00'
L3	N67°03'56"E	14.00'
L4	N22°56'04"W	9.00'
L5	N67°03'56"E	93.00'
L6	N67°03'56"E	52.00'
L7	N22°56'04"W	25.03'
L8	N67°03'56"E	113.72'
L9	N25°52'44"W	82.77'
L10	N06°38'37"W	168.90'
L11	N20°30'08"W	139.40'
L12	N21°40'30"W	51.15'
L13	N24°25'24"W	61.09'
L14	N30°15'40"W	71.39'
L15	N30°43'03"W	157.16'
L16	N60°29'10"E	116.01'
L17	N22°56'04"W	37.68'
L18	N26°31'52"W	32.01'

Line Table		
Line	Bearing	Distance
L19	N27°53'58"W	162.00'
L20	N42°37'28"W	193.45'
L21	N00°13'02"W	11.38'
L22	N89°46'58"E	130.80'
L23	N87°09'31"E	52.00'
L24	N05°27'54"W	105.00'
L25	N22°56'04"W	21.21'



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



Line Table		
Line	Bearing	Distance
L1	N67°03'56"E	26.00'
L2	N26°31'52"W	32.01'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	2300.00'	67°18'09"	2701.70'	N33°24'51"E	2549.03'
C2	2250.00'	67°18'09"	2642.96'	N33°24'51"E	2493.61'
C3	2250.00'	04°57'54"	194.98'	N64°34'59"E	194.91'
C4	2250.00'	14°43'31"	578.26'	N54°44'17"E	576.67'
C5	2250.00'	01°13'33"	48.14'	N62°42'49"E	48.14'
C6	2250.00'	01°13'34"	48.15'	N63°56'22"E	48.14'
C7	2250.00'	01°13'33"	48.14'	N65°09'55"E	44.14'
C8	2250.00'	01°13'33"	48.14'	N66°23'28"E	48.14'
C9	2250.00'	00°03'41"	2.41'	N67°02'05"E	2.41'
C10	31.00'	11°09'36"	6.04'	N28°30'52"W	6.03'
C11	26.00'	90°00'00"	40.84'	N22°03'56"E	36.77'
C12	2140.00'	04°57'54"	185.44'	N64°34'59"E	185.38'
C13	2140.00'	00°03'41"	2.29'	N67°02'05"E	2.29'
C14	2140.00'	01°13'33"	45.78'	N66°23'28"E	45.78'
C15	2140.00'	01°13'33"	45.78'	N65°09'55"E	45.78'
C16	2140.00'	01°13'34"	45.80'	N63°56'22"E	45.79'
C17	2140.00'	01°13'33"	45.78'	N62°42'49"E	45.78'
C18	2114.00'	01°22'06"	50.49'	N62°47'05"E	50.48'
C19	2114.00'	03°35'48"	132.70'	N65°16'02"E	132.68'
C20	2088.00'	00°10'43"	6.51'	N62°11'24"E	6.51'
C21	17.00'	91°11'23"	27.06'	N72°07'34"W	24.29'
C22	274.00'	03°35'48"	17.20'	N24°43'58"W	17.20'
C23	300.00'	03°35'48"	18.83'	N24°43'58"W	18.83'
C24	326.00'	03°35'48"	20.46'	N24°43'58"W	20.46'
C25	326.00'	03°02'27"	17.30'	N24°27'17"W	17.30'
C26	326.00'	00°33'21"	3.16'	N26°15'11"W	3.16'
C27	17.00'	91°11'23"	27.06'	N19°03'49"E	24.29'
C28	2088.00'	02°24'25"	87.72'	N65°51'43"E	87.71'
C29	17.00'	90°00'00"	26.70'	N67°56'04"W	24.04'
C30	17.00'	90°00'00"	26.70'	N22°03'56"E	24.04'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 11-A1
SUBDIVISION NO. PL14-0438

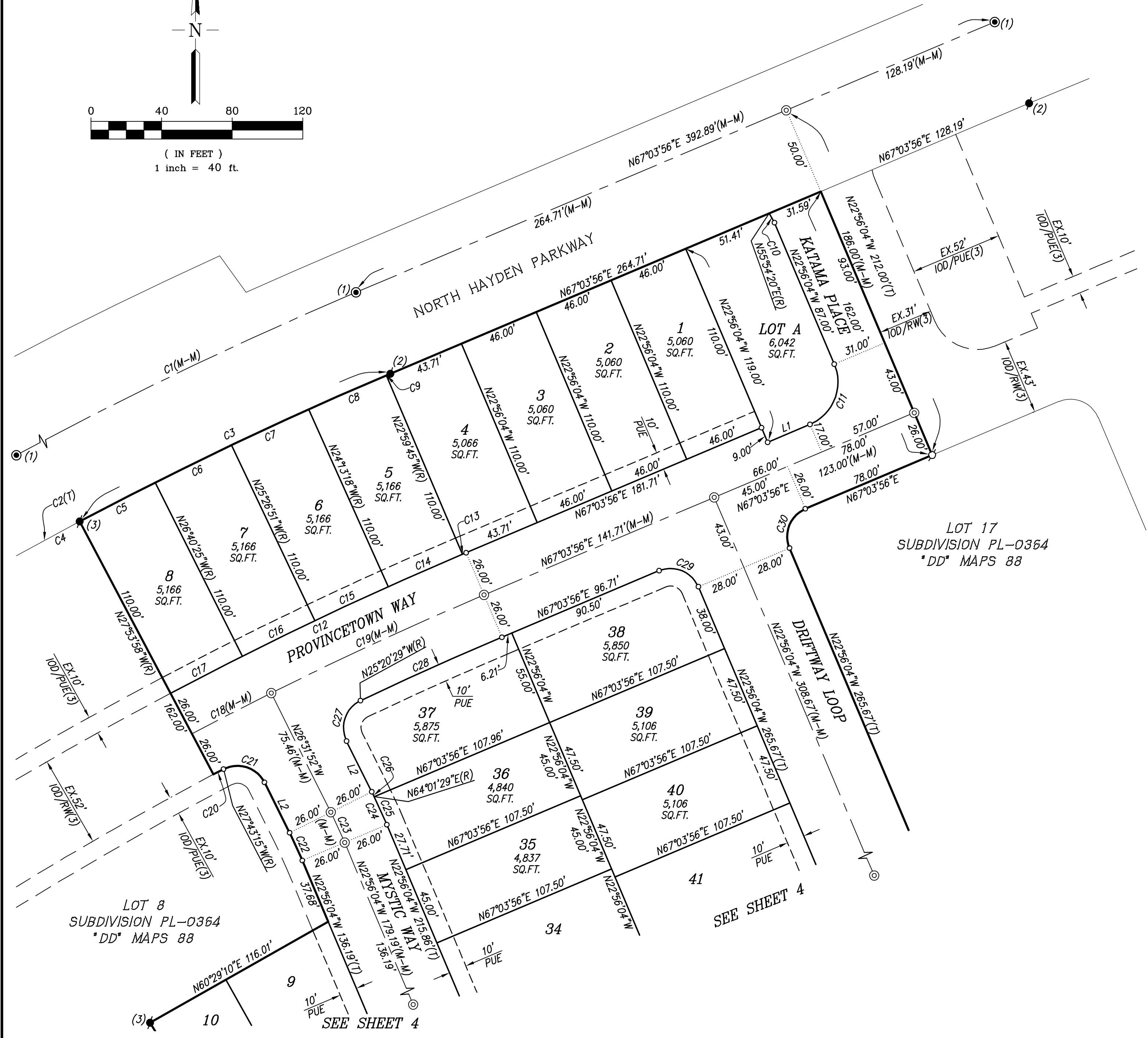
BEING A SUBDIVISION OF LOT 7 AS SHOWN ON THE FINAL MAP
OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH
PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF
MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS
13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

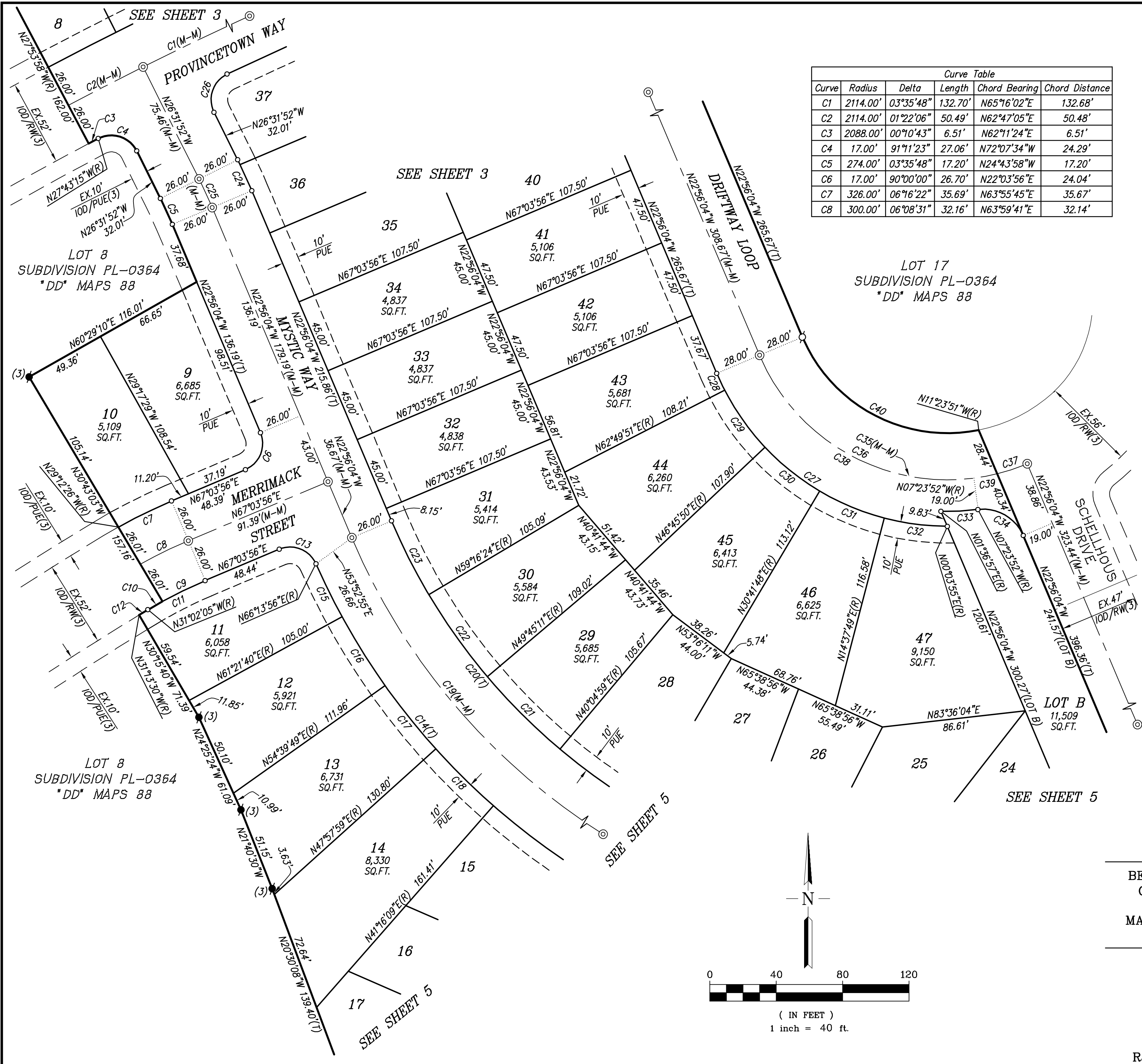
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
JULY 2019

RJA JOB NO. 175021

SHEET 3 OF 5 SHEETS



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



Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	2114.00'	03°35'48"	132.70'	N65°16'02"E	132.68'
C2	2114.00'	01°22'06"	50.49'	N62°47'05"E	50.48'
C3	2088.00'	00°10'43"	6.51'	N62°11'24"E	6.51'
C4	17.00'	91°11'23"	27.06'	N72°07'34"W	24.29'
C5	274.00'	03°35'48"	17.20'	N24°43'58"W	17.20'
C6	17.00'	90°00'00"	26.70'	N22°03'56"E	24.04'
C7	326.00'	06°16'22"	35.69'	N63°55'45"E	35.67'
C8	300.00'	06°08'31"	32.16'	N63°59'41"E	32.14'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C9	274.00'	05°59'10"	28.63'	N64°04'21"E	28.61'
C10	274.00'	02°06'51"	10.11'	N60°01'21"E	10.11'
C11	274.00'	08°06'01"	38.74'	N63°00'56"E	38.70'
C12	1826.00'	00°11'25"	6.06'	N58°52'13"E	6.06'
C13	17.00'	89°10'00"	26.46'	N68°21'04"W	23.87'
C14	418.00'	37°08'27"	270.96'	N42°20'18"W	266.24'
C15	418.00'	04°52'16"	35.54'	N26°12'12"W	35.53'
C16	418.00'	06°41'51"	48.86'	N31°59'15"W	48.83'
C17	418.00'	06°41'50"	48.86'	N38°41'06"W	48.83'
C18	418.00'	06°41'50"	48.86'	N45°22'56"W	48.83'
C19	392.00'	43°38'49"	298.62'	N44°45'29"W	291.45'
C20	366.00'	48°08'47"	307.55'	N47°00'28"W	298.59'
C21	366.00'	09°40'12"	61.77'	N45°04'55"W	61.70'
C22	366.00'	09°31'13"	60.81'	N35°29'13"W	60.74'
C23	366.00'	07°47'32"	49.78'	N26°49'50"W	49.74'
C24	326.00'	03°35'48"	20.46'	N24°43'58"W	20.46'
C25	300.00'	03°35'48"	18.83'	N24°43'58"W	18.83'
C26	17.00'	91°11'23"	27.06'	N19°03'49"E	24.29'
C27	151.00'	67°00'01"	176.58'	N56°26'04"W	166.69'
C28	151.00'	04°14'05"	11.16'	N25°03'07"W	11.16'
C29	151.00'	16°04'01"	42.34'	N35°12'10"W	42.20'
C30	151.00'	16°04'02"	42.34'	N51°16'11"W	42.21'
C31	151.00'	16°03'59"	42.34'	N67°20'11"W	42.20'
C32	151.00'	14°33'54"	38.39'	N82°39'08"W	38.28'
C33	142.00'	09°00'49"	22.34'	N87°06'33"E	22.32'
C34	26.00'	74°27'48"	33.79'	N60°09'58"W	31.46'
C35	123.00'	90°00'00"	193.21'	N67°56'04"W	173.95'
C36	123.00'	81°06'50"	174.13'	N63°29'29"W	159.95'
C37	123.00'	08°53'10"	19.08'	N71°30'31"E	19.06'
C38	123.00'	74°27'48"	159.85'	N60°09'58"W	148.84'
C39	123.00'	06°39'02"	14.28'	N79°16'37"E	14.27'
C40	95.00'	78°27'47"	130.10'	N62°09'58"W	120.17'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 11-A1
SUBDIVISION NO. PL14-0438

BEING A SUBDIVISION OF LOT 7 AS SHOWN ON THE FINAL MAP
OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH
PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF
MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS
13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
JULY 2019

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

Line Table		
Line	Bearing	Distance
L1	N67°03'56"E	14.00'
L2	N22°56'04"W	43.00'
L3	N22°56'04"W	9.00'

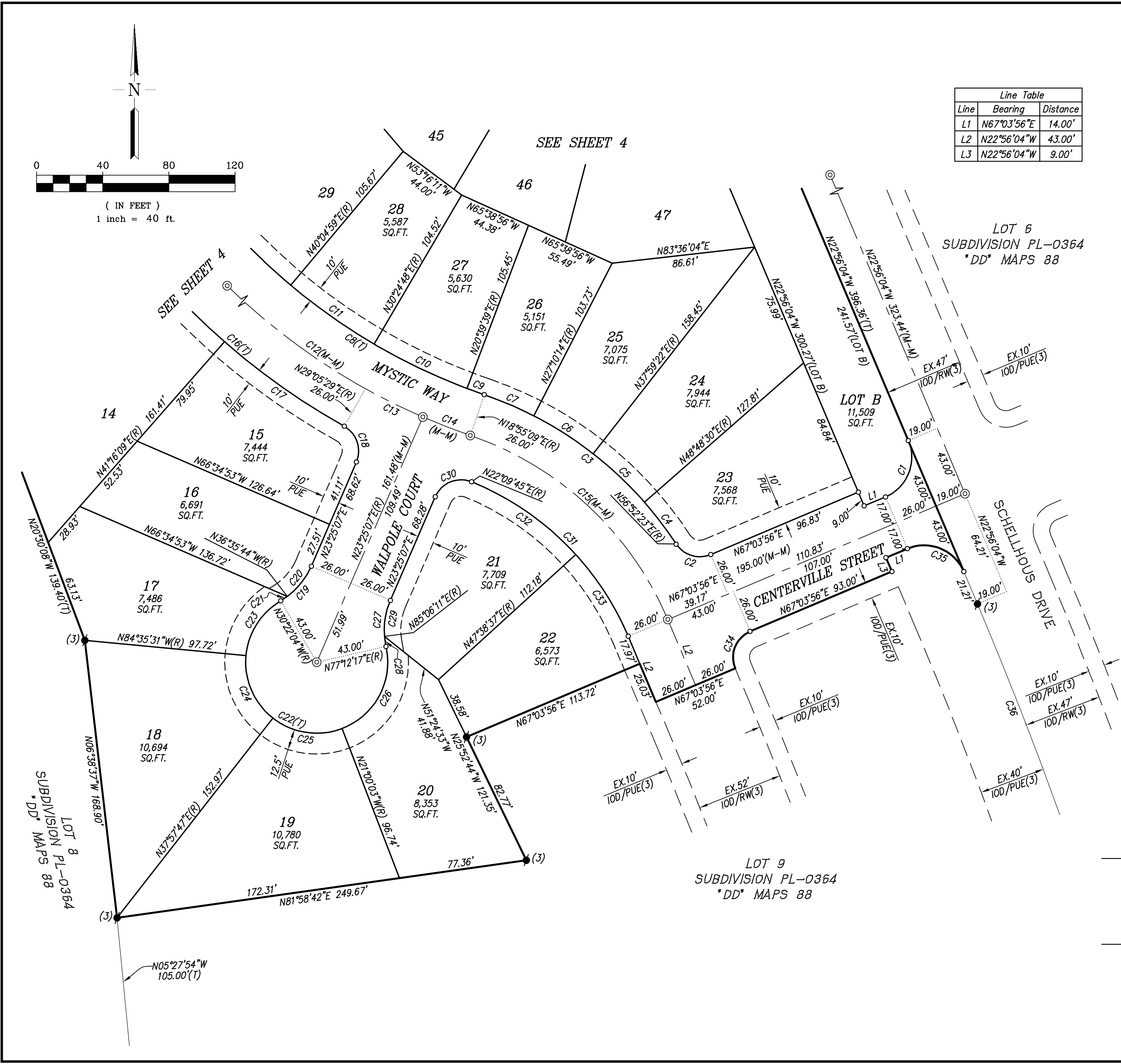
Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	26.00'	90°00'00"	40.84'	N22°03'56"E	36.77'
C2	17.00'	79°48'27"	23.68'	N73°01'50"W	21.81'
C3	226.00'	37°57'14"	149.71'	N52°06'14"W	146.99'
C4	226.00'	08°03'53"	31.81'	N37°09'33"W	31.78'
C5	226.00'	10°49'08"	42.67'	N46°36'04"W	42.61'
C6	226.00'	10°49'08"	42.67'	N57°25'12"W	42.61'
C7	226.00'	08°15'05"	32.55'	N66°57'19"W	32.52'
C8	366.00'	48°08'47"	307.55'	N47°00'28"W	298.59'
C9	366.00'	01°44'30"	11.13'	N70°12'36"W	11.13'
C10	366.00'	09°45'09"	62.30'	N64°27'47"W	62.22'
C11	366.00'	09°40'11"	61.77'	N54°45'06"W	61.70'
C12	392.00'	43°38'49"	298.62'	N44°45'29"W	291.45'
C13	392.00'	05°40'22"	38.81'	N63°44'42"W	38.80'
C14	392.00'	04°29'58"	30.78'	N68°49'52"W	30.78'
C15	200.00'	48°08'47"	168.06'	N47°00'28"W	163.16'
C16	418.00'	37°08'27"	270.96'	N42°20'18"W	266.24'
C17	418.00'	12°10'40"	88.84'	N54°49'11"W	88.68'
C18	17.00'	84°19'38"	25.02'	N18°44'42"W	22.82'
C19	45.00'	36°12'49"	28.44'	N41°31'31"E	27.97'
C20	45.00'	29°59'09"	23.55'	N38°24'42"E	23.28'
C21	45.00'	06°13'40"	4.89'	N56°31'06"E	4.89'
C22	43.00'	252°25'39"	189.44'	N66°34'53"W	69.39'
C23	43.00'	54°13'27"	40.69'	N32°31'13"E	39.19'
C24	43.00'	57°26'42"	43.11'	N23°18'52"W	41.33'
C25	43.00'	58°57'50"	44.25'	N81°31'08"W	42.32'
C26	43.00'	81°47'40"	61.39'	N28°06'07"E	56.30'
C27	45.00'	36°12'50"	28.44'	N05°18'42"E	27.97'
C28	45.00'	07°53'54"	6.20'	N08°50'46"W	6.20'
C29	45.00'	28°18'56"	22.24'	N09°15'39"E	22.01'
C30	17.00'	88°44'38"	26.33'	N67°47'26"E	23.78'
C31	174.00'	44°54'11"	136.36'	N45°23'10"W	132.90'
C32	174.00'	25°28'52"	77.38'	N55°05'49"W	76.75'
C33	174.00'	19°25'19"	58.98'	N32°38'44"W	58.70'
C34	17.00'	90°00'00"	26.70'	N22°03'56"E	24.04'
C35	26.00'	90°00'00"	40.84'	N67°56'04"W	36.77'
C36	2481.00'	11°55'49"	516.60'	N16°58'10"W	515.67'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 11-A1
SUBDIVISION NO. PL14-0438

BEING A SUBDIVISION OF LOT 7 AS SHOWN ON THE FINAL MAP
OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH
PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF
MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS
13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
JULY 2019





COUNCIL COMMUNICATION

CC #: 0280

File #: 0400-04-09-01 & 0400-07

Title: Fiddymment Ranch Phase 2 Village 11-A2 Final Map and Subdivision Agreement

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

Meeting Date: 9/18/2019

Item #: 7.16.

RECOMMENDATION TO COUNCIL

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

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

BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 57 residential lots and 1 landscape lot.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ECONOMIC DEVELOPMENT / JOBS CREATED

Acceptance of this map will result in the creation of jobs associated with the construction and sale of new homes.

ENVIRONMENTAL REVIEW

Approval of the Fiddymment Ranch Phase 2 Village 11-A1 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Fiddymment Ranch Phase 2 Village 11-A2 final map was accomplished with the preparation of the West Roseville Specific Plan EIR (SCH#2002082057) that was certified by the City of Roseville on February 4, 2004. Because the Fiddymment Ranch Phase 2 Village 11-A2 final map is consistent with project evaluated in the West Roseville Specific Plan EIR, no new effects would be expected to occur and all applicable mitigation measures from the West Roseville Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrew, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-403

Subdivision Agreement

Final Map

RESOLUTION NO. 19-403

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

WHEREAS, a subdivision agreement between the City of Roseville, Olympia Investments, Inc., and ATC Realty One, LLC, for the Fiddymont Ranch Phase 2 – Village 11-A2 Subdivision, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

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

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

Exempt from recording fees pursuant to Govt. Code §27383

SUBDIVISION AGREEMENT

**Fiddymment Ranch Phase 2 -
Village 11-A2 SUBDIVISION**

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

WITNESSETH:

WHEREAS, OWNER is possessed of a tract of land lying in the City of Roseville,
Fiddymment Ranch Phase 2 -
County of Placer, known as "Village 11-A2 Subdivision" (Subdivision no.
PL14-0438 ; "the Subdivision"); and

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

2. Improvements - Time Limit. DEVELOPER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Ruggeri-Jensen-Azar, dated August, 2018 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before September 15, 2020, such survey monuments as may be required by the City Engineer ("the Work"). DEVELOPER agrees to pay for any materials, provisions or other supplies used in,

upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

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

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

If at any time prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to DEVELOPER to eliminate the safety hazard. If DEVELOPER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such

work from DEVELOPER, DEVELOPER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

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

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

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

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

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

5. Securities.

a. DEVELOPER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 654,330.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance")

security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

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

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

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

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

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

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

10. Warranty.

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

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

its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

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

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

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

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

COVERAGE

General Liability

LIMITS OF LIABILITY

\$2,000,000 per occurrence
\$4,000,000 aggregate
Personal Injury:

Automobile Liability	\$2,000,000 per occurrence \$4,000,000 aggregate \$1,000,000 combined single limit
Workers' Compensation	Statutory

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

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

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

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

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

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

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year

guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further

action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

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

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

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

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

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

DEVELOPER: John Amaral
Olympia Investment Company, Inc.
4670 Willow Road, Suite 200
Pleasanton, CA 94588

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

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

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

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

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

CITY OF ROSEVILLE, a
municipal corporation,

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

DEVELOPER:

Olympia Investments, Inc., a
California corporation

BY: _____
James C. Ghielmetti
its: President

and

BY: _____
John Amaral
its: Chief Executive Officer
FINANCIAL

OWNER:

ATC Realty One, LLC, a
Delaware limited liability company

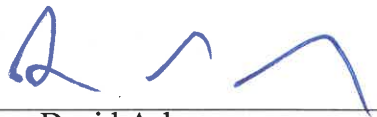
BY: _____
David Ash
its: Senior Vice President

and

BY: _____
its: _____

(NOTARIZATION REQUIRED)

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association**

By: 
Name: David Ash
Title: Senior Vice President

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.

ACKNOWLEDGMENT

State of CALIFORNIA

County of San Francisco

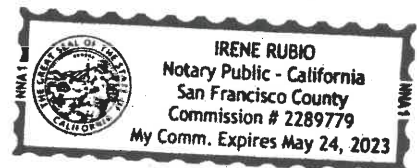
On 8/8 2019, before me, Irene Rubio, Notary Public
(Insert Name and Title of the Officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF California)SS
COUNTY OF Alameda)

On August 12, 2019 before me, Susan M. Brady, Notary Public, personally appeared
John Amaral

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

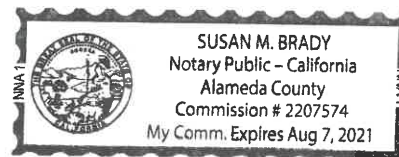
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Susan M. Brady

Affix appropriate seal above



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF California)SS
COUNTY OF Alameda)

On August 12, 2019 before me, Susan M. Brady, Notary Public, personally appeared
James C. Ghielmetti

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

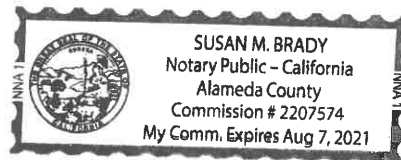
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Susan M. Brady

Affix appropriate seal above



OWNER’S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED HEREON, HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF, "FIDDYMENT RANCH PHASE 2 VILLAGE 11–A2" AND DO HEREBY OFFER FOR DEDICATION FOR SPECIFIC PURPOSES THE FOLLOWING".

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

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

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

- A. AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON), LOT A, AND THE STREETS SHOWN HERE AS PROVINCETOWN WAY, PRUETT DRIVE, MERRIMACK STREET, AND NEWMARKET STREET.

ATC REALITY ONE, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
DAVID L. ASH
ITS: SENIOR VICE PRESIDENT

OWNER’S ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____, 2019, BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED _____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED
TO ME THAT HE/ SHE/ THEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED
CAPACITY(IES), AND THAT BY HIS /HER /THEIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY ON 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: _____
PRINT NAME: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
PRINCIPAL COUNTY OF BUSINESS: _____

SURVEYOR’S STATEMENT

THIS "FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 11–A2" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ATC REALITY ONE, LLC., ON JANUARY 1, 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2020, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS ____ DAY OF _____, 2019.

SCOTT A. SHORTLDGE, P.L.S. NO. 6441



CITY ENGINEER’S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 11–A2 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF, AND THAT IT COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES.

MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 11–A2 IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR
PLS. #8278 EXPIRATION DATE: DECEMBER 31, 2019



CITY CLERK’S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 11–A2 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, LOT A AND ALL THE RIGHTS–OF–WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION. THE CITY COUNCIL HAS ALSO APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION OF RIGHTS OF WAY AND EASEMENTS LISTED WITHIN NOTE #4 ON SHEET 2.

DATED

CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

COUNTY RECORDER’S STATEMENT

FILED FOR RECORD THIS ____ DAY OF _____, 2019, AT _____M.,
IN BOOK _____ OF MAPS AT PAGES _____ AT THE REQUEST OF OLD REPUBLIC
TITLE COMPANY.

SERIES NO. _____

RYAN RONCO
COUNTY RECORDER IN AND FOR
PLACER COUNTY, CALIFORNIA

FEE: \$ _____

BY: _____
DEPUTY

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 11– A2
SUBDIVISION NO. PL14–0438

BEING A SUBDIVISION OF LOT 8 AS SHOWN ON THE FINAL MAP
OF SUBDIVISION NO. PL–0364, ENTITLED "FIDDYMENT RANCH
PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF
MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS
13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
JULY 2019

RJA JOB NO. 175021

SHEET 1 OF 5 SHEETS

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	2250.00'	14°43'30"	578.25'	N54°44'17"E	576.67'
C2	2088.00'	00°10'43"	6.51'	N62°11'24"E	6.51'
C3	17.00'	91°11'23"	27.06'	N72°07'34"W	24.29'
C4	274.00'	03°35'48"	17.20'	N24°43'58"W	17.20'
C5	274.00'	02°06'51"	10.11'	N60°01'21"E	10.11'
C6	1826.00'	00°11'25"	6.06'	N58°52'13"E	6.06'
C7	2941.50'	01°46'52"	91.44'	N85°25'32"E	91.44'
C8	17.00'	90°50'33"	26.95'	N48°15'45"W	24.22'
C9	17.00'	90°50'33"	26.95'	N42°34'48"E	24.22'
C10	2941.50'	01°46'54"	91.47'	N88°53'31"E	91.47'
C11	775.00'	42°24'26"	573.61'	N21°25'15"W	560.61'
C12	2300.00'	04°57'54"	199.31'	N64°34'59"E	199.24'
C13	2300.00'	14°43'30"	591.10'	N54°44'17"E	589.48'
C14	2300.00'	47°36'45"	1911.29'	N23°34'09"E	1856.77'

BASIS OF BEARINGS

THE LINE BETWEEN FOUND MONUMENTS IN NORTH HAYDEN PARKWAY TAKEN AS N67°03'56"E, AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. 03-11, "FIDDYMENT RANCH PHASE 2", ON FILE IN THE OFFICE OF THE PLACER COUNTY RECORDER IN BOOK "BB" OF MAPS AT PAGE 24, IS THE BASIS OF BEARINGS FOR THIS MAP.

REFERENCES:

- (1) BB MAPS 24, FIDDYMENT RANCH PHASE 2 – LARGE LOTS
(2) DD MAPS 9, FIDDYMENT RANCH PHASE 2 – F9 & F19
(3) DD MAPS 88, FIDDYMENT RANCH PHASE 2 – LARGE LOTS
(4) ___ MAPS ___, FIDDYMENT RANCH PHASE 2 – VILLAGE 11A1

NOTES:

1. ALL MONUMENT TIE LINES ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.
2. REAR LOT CORNERS SHALL BE MARKED WITH 1/2" REBAR AND CAPPED WITH LS 6441. FRONT AND SIDE LOT LINES SHALL BE 1' PROJECTED AND MARKED ON BACK OF SIDEWALK WITH 1" BRASS DISK STAMPED LS 6441.
3. A GEOTECHNICAL ENGINEERING REPORT (WKA NO 5877.09) DATED 10/06/05 FOR THE FIDDYMENT RANCH II AND III INFRASTRUCTURE IMPROVEMENTS AND RESIDENTIAL DEVELOPMENT, WAS DONE BY WALLACE KUHL & ASSOCIATES, INC. AND IS ON FILE AT THE CITY OF ROSEVILLE DEVELOPMENT SERVICES-ENGINEERING FILE NUMBER 308-660.
4. PER SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP DOES HEREBY ABANDON THE PORTION OF THE IRREVOCABLE OFFER OF DEDICATION "IOD/ROW" AND THE PUBLIC UTILITY EASEMENTS "PUE" AS SHOWN ON SUBDIVISION NO. PL-0364 ("DD" M 88) LYING WITHIN THE BOUNDARY OF THIS MAP. SAID IRREVOCABLE OFFER OF DEDICATION AND PUBLIC UTILITY EASEMENTS ARE THEREFORE NOT SHOWN HEREON.
5. TOTAL AREA OF THIS SUBDIVISION IS 9.26±ACRES, CONSISTING OF 57 RESIDENTIAL LOTS AND 1 LANDSCAPE LOT.

BOUNDARY MAP

- ////// NO INGRESS/EGRESS RIGHTS LINE
- SHEET COVERAGE
- ⑤ SHEET NUMBER

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- EXISTING EASEMENT AS NOTED
- NEW EASEMENT AS NOTED
- CENTER LINE / MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING LOT LINE
- FOUND BRASS DISK IN STANDARD CITY OF ROSEVILLE MONUMENT BOX, STAMPED PER REFERENCE AS NOTED
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED PER REFERENCE AS NOTED
- DIMENSION POINT
- ◎ SET BRASS DISK STAMPED LS 6441 IN STANDARD CITY OF ROSEVILLE MONUMENT BOX
- PUE PUBLIC UTILITY EASEMENT
- IOD IRREVOCABLE OFFER OF DEDICATION
- RW RIGHT OF WAY
- EX. EXISTING
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL BEARING
- (T) TOTAL
- (DATA)(1) RECORD DATA & REFERENCE
- SQ.FT. SQUARE FEET

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 11-A2
SUBDIVISION NO. PL14-0438

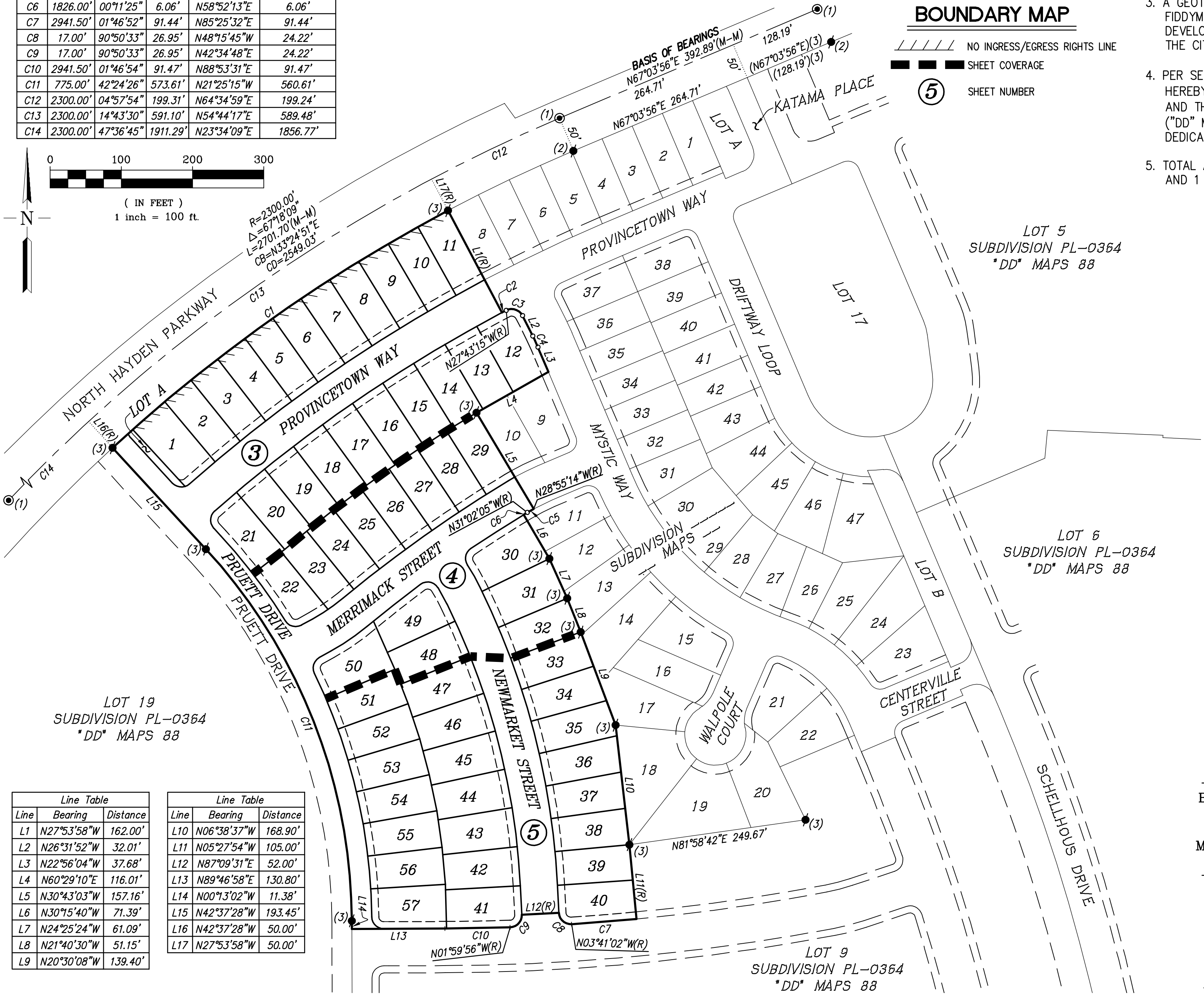
BEING A SUBDIVISION OF LOT 8 AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
JULY 2019

Line Table		
Line	Bearing	Distance
L1	N27°53'58"W	162.00'
L2	N26°31'52"W	32.01'
L3	N22°56'04"W	37.68'
L4	N60°29'10"E	116.01'
L5	N30°43'03"W	157.16'
L6	N30°15'40"W	71.39'
L7	N24°25'24"W	61.09'
L8	N21°40'30"W	51.15'
L9	N20°30'08"W	139.40'

Line Table		
Line	Bearing	Distance
L10	N06°38'37"W	168.90'
L11	N05°27'54"W	105.00'
L12	N87°09'31"E	52.00'
L13	N89°46'58"E	130.80'
L14	N00°13'02"W	11.38'
L15	N42°37'28"W	193.45'
L16	N42°37'28"W	50.00'
L17	N27°53'58"W	50.00'



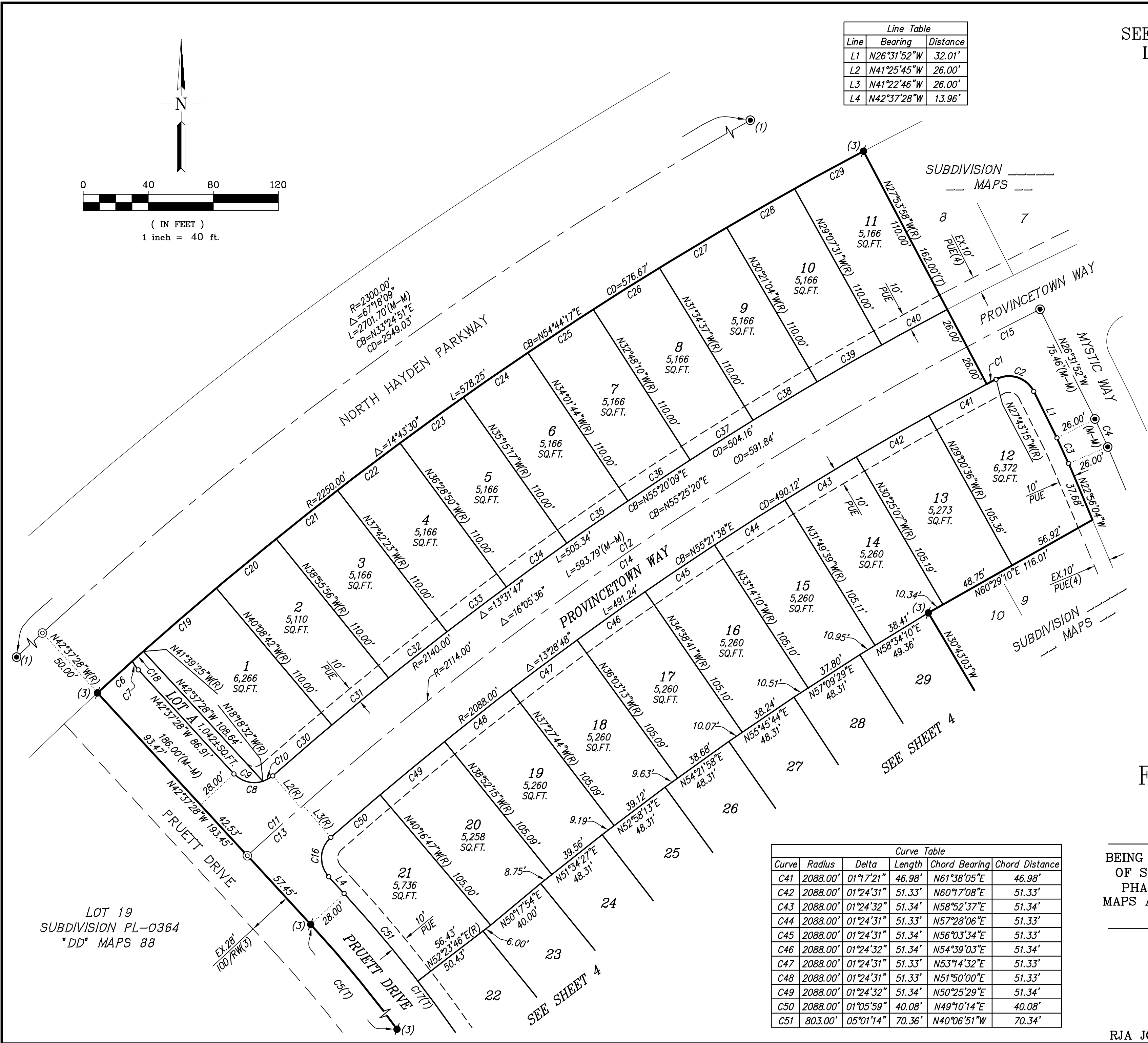
SEE SHEET 2 FOR BASIS OF BEARINGS,
LEGEND, NOTES, AND REFERENCES.

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	2088.00'	00°10'43"	6.51'	N62°11'24"E	6.51'
C2	17.00'	91°11'23"	27.06'	N72°07'34"W	24.29'
C3	274.00'	03°35'48"	17.20'	N24°43'58"W	17.20'
C4	300.00'	03°35'48"	18.83'	N24°43'58"W	18.83'
C5	775.00'	42°24'26"	573.61'	N21°25'15"W	560.61'
C6	2250.00'	00°44'13"	28.94'	N47°44'38"E	28.94'
C7	22.00'	16°50'00"	6.46'	N34°12'28"W	6.44'
C8	17.00'	88°48'17"	26.35'	N87°01'37"W	23.79'
C9	17.00'	65°41'04"	19.49'	N75°28'00"W	18.44'
C10	17.00'	23°07'13"	6.86'	N60°07'52"E	6.81'
C11	2114.00'	01°11'43"	44.10'	N47°58'24"E	44.10'
C12	2114.00'	13°31'47"	499.20'	N55°20'09"E	498.04'
C13	2114.00'	01°14'42"	45.94'	N47°59'53"E	45.93'
C14	2114.00'	13°28'48"	497.36'	N55°21'38"E	496.22'
C15	2114.00'	01°22'06"	50.49'	N62°47'05"E	50.49'
C16	17.00'	91°14'42"	27.07'	N02°59'53"E	24.30'
C17	803.00'	10°44'07"	150.45'	N37°15'25"W	150.23'
C18	2250.00'	00°13'50"	9.05'	N48°13'40"E	9.05'
C19	2250.00'	01°30'43"	59.37'	N49°05'57"E	59.37'
C20	2250.00'	01°12'46"	47.63'	N50°27'41"E	47.62'
C21	2250.00'	01°13'33"	48.14'	N51°40'50"E	48.14'
C22	2250.00'	01°13'33"	48.14'	N52°54'23"E	48.14'
C23	2250.00'	01°13'33"	48.14'	N54°07'57"E	48.14'
C24	2250.00'	01°13'33"	48.14'	N55°21'30"E	48.14'
C25	2250.00'	01°13'34"	48.14'	N56°35'03"E	48.14'
C26	2250.00'	01°13'33"	48.14'	N57°48'36"E	48.14'
C27	2250.00'	01°13'33"	48.14'	N59°02'09"E	48.14'
C28	2250.00'	01°13'33"	48.14'	N60°15'43"E	48.14'
C29	2250.00'	01°13'33"	48.14'	N61°29'16"E	48.14'
C30	2140.00'	01°17'03"	47.96'	N49°12'47"E	47.96'
C31	2140.00'	01°12'46"	45.30'	N50°27'41"E	45.29'
C32	2140.00'	01°13'33"	45.79'	N51°40'50"E	45.78'
C33	2140.00'	01°13'33"	45.78'	N52°54'23"E	45.78'
C34	2140.00'	01°13'33"	45.79'	N54°07'57"E	45.78'
C35	2140.00'	01°13'33"	45.78'	N55°21'30"E	45.78'
C36	2140.00'	01°13'34"	45.80'	N56°35'03"E	45.79'
C37	2140.00'	01°13'33"	45.78'	N57°48'36"E	45.78'
C38	2140.00'	01°13'33"	45.79'	N59°02'09"E	45.78'
C39	2140.00'	01°13'33"	45.78'	N60°15'43"E	45.78'
C40	2140.00'	01°13'33"	45.79'	N61°29'16"E	45.78'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 11-A2
SUBDIVISION NO. PL14-0438

BEING A SUBDIVISION OF LOT 8 AS SHOWN ON THE FINAL MAP
OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH
PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF
MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS
13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
JULY 2019



Line Table		
Line	Bearing	Distance
L1	N26°31'52"W	32.01'
L2	N41°25'45"W	26.00'
L3	N41°22'46"W	26.00'
L4	N42°37'28"W	13.96'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C41	2088.00'	01°17'21"	46.98'	N61°38'05"E	46.98'
C42	2088.00'	01°17'21"	46.98'	N60°17'08"E	51.33'
C43	2088.00'	01°24'31"	51.33'	N58°52'37"E	51.34'
C44	2088.00'	01°24'31"	51.33'	N57°28'06"E	51.33'
C45	2088.00'	01°24'31"	51.34'	N56°03'34"E	51.33'
C46	2088.00'	01°24'32"	51.34'	N54°39'03"E	51.34'
C47	2088.00'	01°24'31"	51.33'	N53°14'32"E	51.33'
C48	2088.00'	01°24'31"	51.33'	N51°50'00"E	51.33'
C49	2088.00'	01°24'32"	51.34'	N50°25'29"E	51.34'
C50	2088.00'	01°05'59"	40.08'	N49°10'14"E	40.08'
C51	803.00'	05°01'14"	70.36'	N40°06'51"W	70.34'

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

Line Table		
Line	Bearing	Distance
L1	N42°37'28"W	13.96'
L2	N58°06'39"E	28.00'
L3	N61°07'00"E	17.73'
L4	N39°43'24"W	26.00'
L5	N36°42'48"W	26.00'
L6	N33°59'07"W	26.00'
L7	N35°20'07"W	27.47'
L8	N63°46'48"E	26.00'
L9	N64°07'21"E	28.00'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	300.00'	03°35'48"	18.83'	N24°43'58"W	18.83'
C2	300.00'	08°06'01"	42.41'	N63°00'56"E	42.38'
C3	300.00'	01°57'30"	10.25'	N59°56'40"E	10.25'
C4	300.00'	06°08'31"	32.16'	N63°59'40"E	32.14'
C5	274.00'	02°06'51"	10.11'	N60°01'21"E	10.11'
C6	1826.00'	00°11'25"	6.06'	N58°52'13"E	6.06'
C7	300.00'	10°50'24"	56.76'	N55°41'48"E	56.67'
C8	1852.00'	04°23'17"	141.84'	N52°28'14"E	141.80'
C9	1852.00'	03°00'36"	97.29'	N51°46'54"E	97.28'
C10	1852.00'	01°22'41"	44.54'	N53°58'32"E	44.54'
C11	1852.00'	04°18'02"	139.01'	N56°48'54"E	138.98'
C12	1852.00'	01°21'00"	43.64'	N55°20'23"E	43.64'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C13	1852.00'	02°57'02"	95.37'	N57°29'24"E	95.36'
C14	300.00'	09°06'55"	47.73'	N30°46'39"W	47.68'
C15	1039.00'	23°22'43"	423.95'	N14°31'50"W	421.01'
C16	803.00'	10°44'07"	150.45'	N37°15'25"W	150.23'
C17	803.00'	05°01'14"	70.36'	N40°06'51"W	70.34'
C18	803.00'	05°42'53"	80.09'	N34°44'48"W	80.06'
C19	17.00'	86°59'39"	25.81'	N75°23'11"W	23.40'
C20	274.00'	10°50'24"	51.84'	N55°41'48"E	51.76'
C21	274.00'	05°19'24"	25.46'	N58°27'18"E	25.45'
C22	274.00'	05°31'00"	26.38'	N53°02'06"E	26.37'
C23	1878.00'	00°35'58"	19.65'	N50°34'35"E	19.65'
C24	1878.00'	01°23'46"	45.76'	N51°34'27"E	45.76'
C25	1878.00'	01°23'45"	45.75'	N52°58'13"E	45.75'
C26	1878.00'	01°23'46"	45.76'	N54°21'58"E	45.76'
C27	1878.00'	01°23'46"	45.76'	N55°45'44"E	45.76'
C28	1878.00'	01°23'45"	45.75'	N57°09'29"E	45.75'
C29	1878.00'	01°06'33"	36.36'	N58°24'39"E	36.36'
C30	326.00'	01°49'39"	10.40'	N59°52'45"E	10.40'
C31	1826.00'	02°57'02"	94.03'	N57°29'24"E	94.02'
C32	1826.00'	02°45'37"	87.97'	N57°23'42"E	87.96'
C33	17.00'	88°40'18"	26.31'	N11°40'44"E	23.76'
C34	326.00'	06°26'13"	36.62'	N29°26'18"W	36.61'
C35	1065.00'	23°22'43"	434.56'	N14°31'50"W	431.55'
C36	1065.00'	00°18'02"	5.59'	N26°04'11"W	5.59'
C37	1065.00'	02°59'31"	55.61'	N24°25'24"W	55.60'
C38	1065.00'	02°30'19"	46.57'	N21°40'30"W	46.56'
C39	1013.00'	23°22'43"	413.34'	N14°31'50"W	410.48'
C40	1013.00'	03°02'59"	53.92'	N23°11'45"W	53.92'
C41	1013.00'	01°29'58"	26.51'	N25°28'13"W	26.51'
C42	274.00'	05°32'06"	26.47'	N28°59'15"W	26.46'
C43	17.00'	94°57'30"	28.17'	N79°14'03"W	25.06'
C44	1826.00'	03°00'36"	95.93'	N51°46'54"E	95.92'
C45	1826.00'	02°37'52"	83.85'	N51°58'16"E	83.85'
C46	1826.00'	00°22'44"	12.08'	N50°27'58"E	12.07'
C47	326.00'	10°50'24"	61.68'	N55°41'48"E	61.58'
C48	17.00'	86°59'39"	25.81'	N77°37'11"E	23.40'
C49	803.00'	25°16'04"	354.13'	N13°14'37"W	351.26'
C50	803.00'	02°47'11"	39.05'	N24°29'03"W	39.05'
C51	775.00'	03°00'21"	40.66'	N27°22'49"W	40.65'
C52	775.00'	03°00'21"	40.66'	N30°23'11"W	40.65'
C53	775.00'	10°44'07"	145.21'	N37°15'25"W	145.00'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 11-A2
SUBDIVISION NO. PL14-0438

BEING A SUBDIVISION OF LOT 8 AS SHOWN ON THE FINAL MAP
OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH
PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF
MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS
13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
JULY 2019

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

Line Table		
Line	Bearing	Distance
L1	N63°46'48"E	26.00'
L2	N02°50'29"W	38.61'
L3	N89°23'25"E	28.00'
L4	N64°07'21"E	28.00'

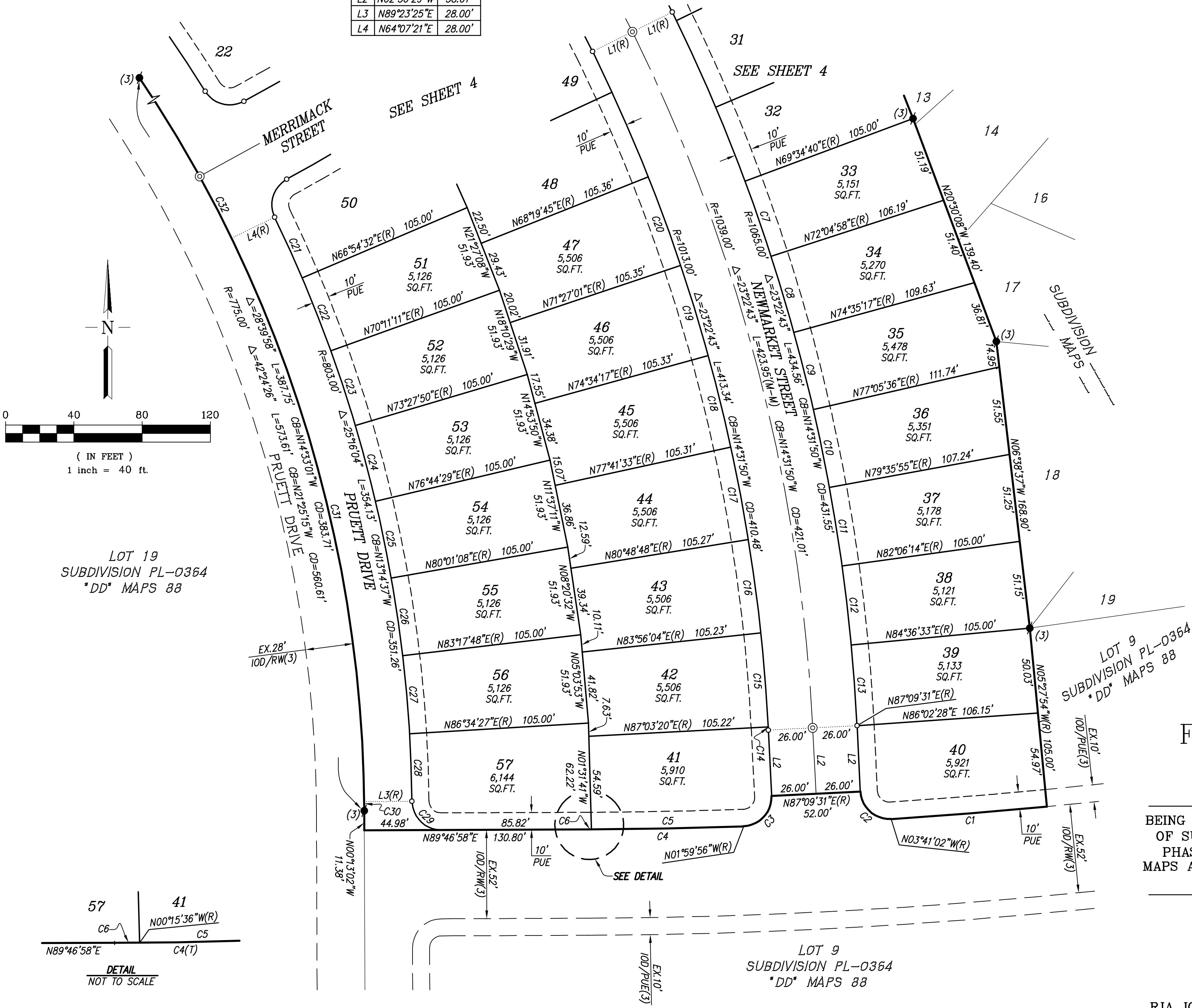
Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	2941.50'	01°46'52"	91.44'	N85°25'32"E	91.44'
C2	17.00'	90°50'33"	26.95'	N48°15'45"W	24.22'
C3	17.00'	90°50'33"	26.95'	N42°34'48"E	24.22'
C4	2941.50'	01°46'54"	91.47'	N88°53'31"E	91.46'
C5	2941.50'	01°44'20"	89.27'	N88°52'14"E	89.26'
C6	2941.50'	00°02'34"	2.20'	N89°45'41"E	2.20'
C7	1065.00'	02°30'18"	46.56'	N19°10'11"W	46.56'
C8	1065.00'	02°30'19"	46.57'	N16°39'52"W	46.56'
C9	1065.00'	02°30'19"	46.57'	N14°09'33"W	46.56'
C10	1065.00'	02°30'19"	46.56'	N11°39'15"W	46.56'
C11	1065.00'	02°30'19"	46.57'	N09°08'56"W	46.56'
C12	1065.00'	02°30'19"	46.57'	N06°38'37"W	46.56'
C13	1065.00'	02°32'58"	47.39'	N04°06'58"W	47.39'
C14	1013.00'	00°06'11"	1.82'	N02°53'34"W	1.82'
C15	1013.00'	03°07'16"	55.18'	N04°30'18"W	55.17'
C16	1013.00'	03°07'16"	55.18'	N07°37'34"W	55.17'
C17	1013.00'	03°07'15"	55.18'	N10°44'49"W	55.17'
C18	1013.00'	03°07'16"	55.19'	N13°52'05"W	55.17'
C19	1013.00'	03°07'16"	55.18'	N16°59'21"W	55.17'
C20	1013.00'	03°07'16"	55.18'	N20°06'37"W	55.17'
C21	803.00'	02°47'11"	39.05'	N24°29'03"W	39.05'
C22	803.00'	03°16'39"	45.94'	N21°27'08"W	45.93'
C23	803.00'	03°16'39"	45.93'	N18°10'29"W	45.93'
C24	803.00'	03°16'39"	45.94'	N14°53'50"W	45.93'
C25	803.00'	03°16'39"	45.93'	N11°37'11"W	45.93'
C26	803.00'	03°16'40"	45.94'	N08°20'32"W	45.93'
C27	803.00'	03°16'39"	45.93'	N05°03'53"W	45.93'
C28	803.00'	02°48'58"	39.47'	N02°01'04"W	39.47'
C29	17.00'	89°36'27"	26.59'	N45°24'49"W	23.96'
C30	775.00'	00°23'33"	5.31'	N00°24'49"W	5.31'
C31	775.00'	25°16'04"	341.78'	N13°14'37"W	339.02'
C32	775.00'	03°00'21"	40.66'	N27°22'49"W	40.65'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 11-A2
SUBDIVISION NO. PL14-0438

BEING A SUBDIVISION OF LOT 8 AS SHOWN ON THE FINAL MAP
OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH
PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF
MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS
13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
JULY 2019





COUNCIL COMMUNICATION

CC #: 0281

File #: 0400-04-09-01 & 0400-07

Title: Fiddymment Ranch Phase 2 Village 11-A3 Final Map and Subdivision Agreement

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

Meeting Date: 9/18/2019

Item #: 7.17.

RECOMMENDATION TO COUNCIL

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

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

BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 71 residential lots and 2 landscape lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ECONOMIC DEVELOPMENT / JOBS CREATED

Acceptance of this map will result in the creation of jobs associated with the construction and sale of new homes.

ENVIRONMENTAL REVIEW

Approval of the Fiddymment Ranch Phase 2 Village 11-A3 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Fiddymment Ranch Phase 2 Village 11-A3 final map was accomplished with the preparation of the West Roseville Specific Plan EIR (SCH#2002082057) that was certified by the City of Roseville on February 4, 2004. Because the Fiddymment Ranch Phase 2 Village 11-A3 final map is consistent with project evaluated in the West Roseville Specific Plan EIR, no new effects would be expected to occur and all applicable mitigation measures from the West Roseville Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-404

Subdivision Agreement

Final Map

RESOLUTION NO. 19-404

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

WHEREAS, a subdivision agreement between the City of Roseville, Olympia Investments, Inc., and ATC Realty One, LLC, for the Fiddymont Ranch Phase 2 – Village 11-A3 Subdivision, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

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

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

Exempt from recording fees pursuant to Govt. Code §27383

**SUBDIVISION AGREEMENT
Fiddymment Ranch Phase 2 -
Village 11-A3 SUBDIVISION**

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

WITNESSETH:

WHEREAS, OWNER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Fiddymment Ranch Phase 2 -
Village 11-A3 Subdivision" (Subdivision no.
PL14-0438; "the Subdivision"); and

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

2. Improvements - Time Limit. DEVELOPER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Ruggeri-Jensen-Azar, dated August, 2018 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before September 15, 2020, such survey monuments as may be required by the City Engineer ("the Work"). DEVELOPER agrees to pay for any materials, provisions or other supplies used in,

upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

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

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

If at any time prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to DEVELOPER to eliminate the safety hazard. If DEVELOPER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such

work from DEVELOPER, DEVELOPER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

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

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

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

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

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

5. Securities.

a. DEVELOPER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 920,930.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance")

security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

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

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

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

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

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

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

10. Warranty.

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

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

its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

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

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

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

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

COVERAGE

General Liability

LIMITS OF LIABILITY

\$2,000,000 per occurrence
\$4,000,000 aggregate
Personal Injury:

	\$2,000,000 per occurrence
	\$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Workers' Compensation	Statutory

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

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

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

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

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

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

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year

guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further

action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

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

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

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

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

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

DEVELOPER: John Amaral
Olympia Investment Company, Inc.
4670 Willow Road, Suite 200
Pleasanton, CA 94588

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

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

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

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

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

CITY OF ROSEVILLE, a
municipal corporation,

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

DEVELOPER:

Olympia Investments, Inc., a
California corporation

BY: _____
James C. Ghielmetti
its: President

and

BY: _____
John Amaral
its: Chief Executive Officer
FINANCIAL

OWNER:

ATC Realty One, LLC, a
Delaware limited liability company

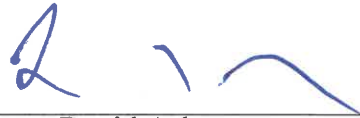
BY: _____
David Ash
its: Senior Vice President

and

BY: _____
its: _____

(NOTARIZATION REQUIRED)

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association**

By: 

Name: David Ash

Title: Senior Vice President

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.

ACKNOWLEDGMENT

State of CALIFORNIA

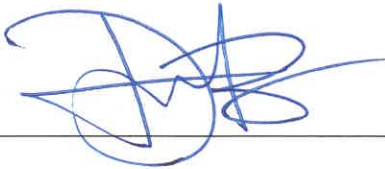
County of San Francisco

On 8/8 2019, before me, Irene Rubio, Notary Public
(Insert Name and Title of the Officer)

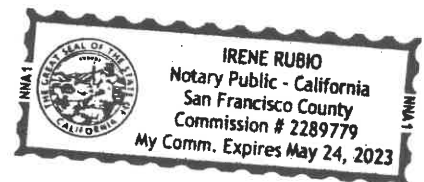
personally appeared David Ash, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature 

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF California)SS
COUNTY OF Alameda)

On August 12, 2019 before me, Susan M. Brady, Notary Public, personally appeared
John Amaral

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

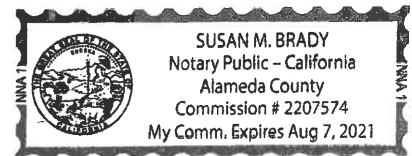
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Susan M. Brady

Affix appropriate seal above



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

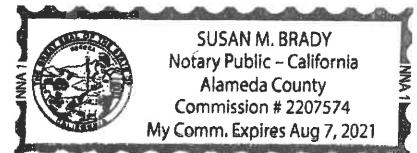
STATE OF California)SS
COUNTY OF Alameda)

On August 12, 2019 before me, Susan M. Brady, Notary Public, personally appeared
James C. Ghielmetti

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

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

WITNESS my hand and official seal.



Signature Susan M Brady Affix appropriate seal above

OWNER’S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED HEREON, HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF, "FIDDYMENT RANCH PHASE 2 VILLAGE 11–A3" AND DO HEREBY OFFER FOR DEDICATION FOR SPECIFIC PURPOSES THE FOLLOWING".

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

- A. AS PUBLIC EASEMENTS, THE AREAS SHOWN HEREON AS "PUE" (PUBLIC UTILITY EASEMENT) ARE FOR INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER, AND ACROSS LOTS A AND B AND THOSE STRIPS OF LAND TEN (10) AND TWELVE AND ONE–HALF (12.5) FEET AND SEVENTEEN AND ONE–HALF (17.5) FEET IN WIDTH AND CONTIGUOUS TO THE STREET, DRIVE, PARKWAY, AND WAY SHOWN HEREON.

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

- A. AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON), LOTS A & B AND THE STREETS SHOWN HERE AS PRUETT DRIVE, LIMINGTON STREET, MYSTIC WAY, SHUTESBURY STREET AND HOLT PARKWAY.

ATC REALITY ONE, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
DAVID L. ASH
ITS: SENIOR VICE PRESIDENT

OWNER’S ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____, 2019, BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED
TO ME THAT HE/ SHE/ THEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED
CAPACITY(IES), AND THAT BY HIS /HER /THEIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY ON 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: _____
PRINT NAME: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
PRINCIPAL COUNTY OF BUSINESS: _____

SURVEYOR’S STATEMENT

THIS "FINAL MAP OF FIDDYMENT RANCH PHASE 2, VILLAGE 11–A3" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ATC REALITY ONE, LLC., ON JANUARY 1, 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2020, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS ____ DAY OF _____, 2019.

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441



CITY ENGINEER’S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 11–A3 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF, AND THAT IT COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES.

MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 11–A3 IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR
PLS. #8278 EXPIRATION DATE: DECEMBER 31, 2019



CITY CLERK’S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 11–A3 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, LOTS A & B AND ALL THE RIGHTS–OF–WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION. THE CITY COUNCIL HAS ALSO APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION OF RIGHTS OF WAY AND EASEMENTS LISTED WITHIN NOTE #4 ON SHEET 2.

DATED

CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

COUNTY RECORDER’S STATEMENT

FILED FOR RECORD THIS ____ DAY OF _____, 2019, AT _____M.,
IN BOOK _____ OF MAPS AT PAGES _____ AT THE REQUEST OF OLD REPUBLIC
TITLE COMPANY.

SERIES NO. _____

RYAN RONCO
COUNTY RECORDER IN AND FOR
PLACER COUNTY, CALIFORNIA

FEE: \$ _____

BY: _____
DEPUTY

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 11– A3
SUBDIVISION NO. PL14–0438

BEING A SUBDIVISION OF LOT 9 AS SHOWN ON THE FINAL MAP
OF SUBDIVISION NO. PL–0364, ENTITLED "FIDDYMENT RANCH
PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF
MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS
13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
JULY 2019

RJA JOB NO. 175021

SHEET 1 OF 6 SHEETS

REFERENCES (FIDDYMENT RANCH PHASE 2):

- (1) BB MAPS 24, LARGE LOTS
- (2) DD MAPS 9, F9 & F19
- (3) DD MAPS 88, LARGE LOTS
- (4) ____ MAPS ____, F11A1
- (5) ____ MAPS ____, F11A2
- (6) ____ MAPS ____, F12

BASIS OF BEARINGS

THE LINE BETWEEN FOUND REBAR IN PRUETT DRIVE TAKEN AS N00°13'02"W, AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL-0364, "FIDDYMENT RANCH PHASE 2A", ON FILE IN THE OFFICE OF THE PLACER COUNTY RECORDER IN BOOK "DD" OF MAPS AT PAGE 88, IS THE BASIS OF BEARINGS FOR THIS MAP.

NOTES:

- 1. ALL MONUMENT TIE LINES ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.
- 2. REAR LOT CORNERS SHALL BE MARKED WITH 1/2" REBAR AND CAPPED WITH LS 6441. FRONT AND SIDE LOT LINES SHALL BE 1' PROJECTED AND MARKED ON BACK OF SIDEWALK WITH 1" BRASS DISK STAMPED LS 6441.
- 3. A GEOTECHNICAL ENGINEERING REPORT (WKA NO 5877.09) DATED 10/06/05 FOR THE FIDDYMENT RANCH II AND III INFRASTRUCTURE IMPROVEMENTS AND RESIDENTIAL DEVELOPMENT, WAS DONE BY WALLACE KUHL & ASSOCIATES, INC. AND IS ON FILE AT THE CITY OF ROSEVILLE DEVELOPMENT SERVICES-ENGINEERING FILE NUMBER 308-660.
- 4. PER SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP DOES HEREBY ABANDON THE PORTION OF THE IRREVOCABLE OFFER OF DEDICATION "IOD/ROW" AND THE PUBLIC UTILITY EASEMENTS "PUE" AS SHOWN ON SUBDIVISION NO. PL-0364 ("DD" M 88) AS LYING WITHIN THE BOUNDARY OF THIS MAP. SAID IRREVOCABLE OFFER OF DEDICATION AND PUBLIC UTILITY EASEMENTS ARE THEREFORE NOT SHOWN HEREON.
- 5. TOTAL AREA OF THIS SUBDIVISION IS 13.95±ACRES, CONSISTING OF 71 RESIDENTIAL LOTS AND 2 LANDSCAPE LOTS.

BOUNDARY MAP

5 SHEET COVERAGE
5 SHEET NUMBER

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- EXISTING EASEMENT AS NOTED
- NEW EASEMENT AS NOTED
- CENTER LINE / MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING LOT LINE
- BRASS DISK IN STANDARD CITY OF ROSEVILLE MONUMENT BOX, STAMPED PER REFERENCE AS NOTED
- 5/8" REBAR WITH PLASTIC CAP STAMPED PER REFERENCE AS NOTED
- DIMENSION POINT
- SET BRASS DISK STAMPED LS 6441 IN STANDARD CITY OF ROSEVILLE MONUMENT BOX
- PUE PUBLIC UTILITY EASEMENT
- IOD IRREVOCABLE OFFER OF DEDICATION
- RW RIGHT OF WAY
- EX. EXISTING
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL BEARING
- (T) TOTAL
- (DATA)(1) RECORD DATA & REFERENCE
- SQ.FT. SQUARE FEET

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 11-A3
SUBDIVISION NO. PL14-0438

BEING A SUBDIVISION OF LOT 9 AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
JULY 2019

Line Table		
Line	Bearing	Distance
L1	N22°56'04"W	21.21'
L2	N16°03'16"W	50.77'
L3	N15°58'41"W	62.69'
L4	N68°58'53"E	59.51'
L5	N89°46'58"E	130.80'
L6	N87°09'31"E	52.00'
L7	N05°27'54"W	105.00'
L8	N81°58'42"E	249.67'
L9	N25°52'44"W	82.77'
L10	N67°03'56"E	113.72'
L11	N22°56'04"W	25.03'
L12	N67°03'56"E	52.00'
L13	N67°03'56"E	93.00'
L14	N22°56'04"W	9.00'
L15	N67°03'56"E	14.00'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	65.00'	67°31'09"	76.60'	N17°42'18"E	72.24'
C2	300.00'	00°42'12"	3.68'	N51°48'59"E	3.68'
C3	25.00'	29°41'23"	12.95'	N63°05'59"W	12.81'
C4	65.00'	34°02'13"	38.61'	N85°02'13"E	38.05'
C5	2941.50'	01°46'54"	91.47'	N88°53'31"E	91.47'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C6	17.00'	90°50'33"	26.95'	N42°34'48"E	24.22'
C7	17.00'	90°50'33"	26.95'	N48°15'45"W	24.22'
C8	2941.50'	01°46'52"	91.44'	N85°25'32"E	91.44'
C9	17.00'	90°00'00"	26.70'	N22°03'56"E	24.04'
C10	26.00'	90°00'00"	40.84'	N67°56'04"W	36.77'

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

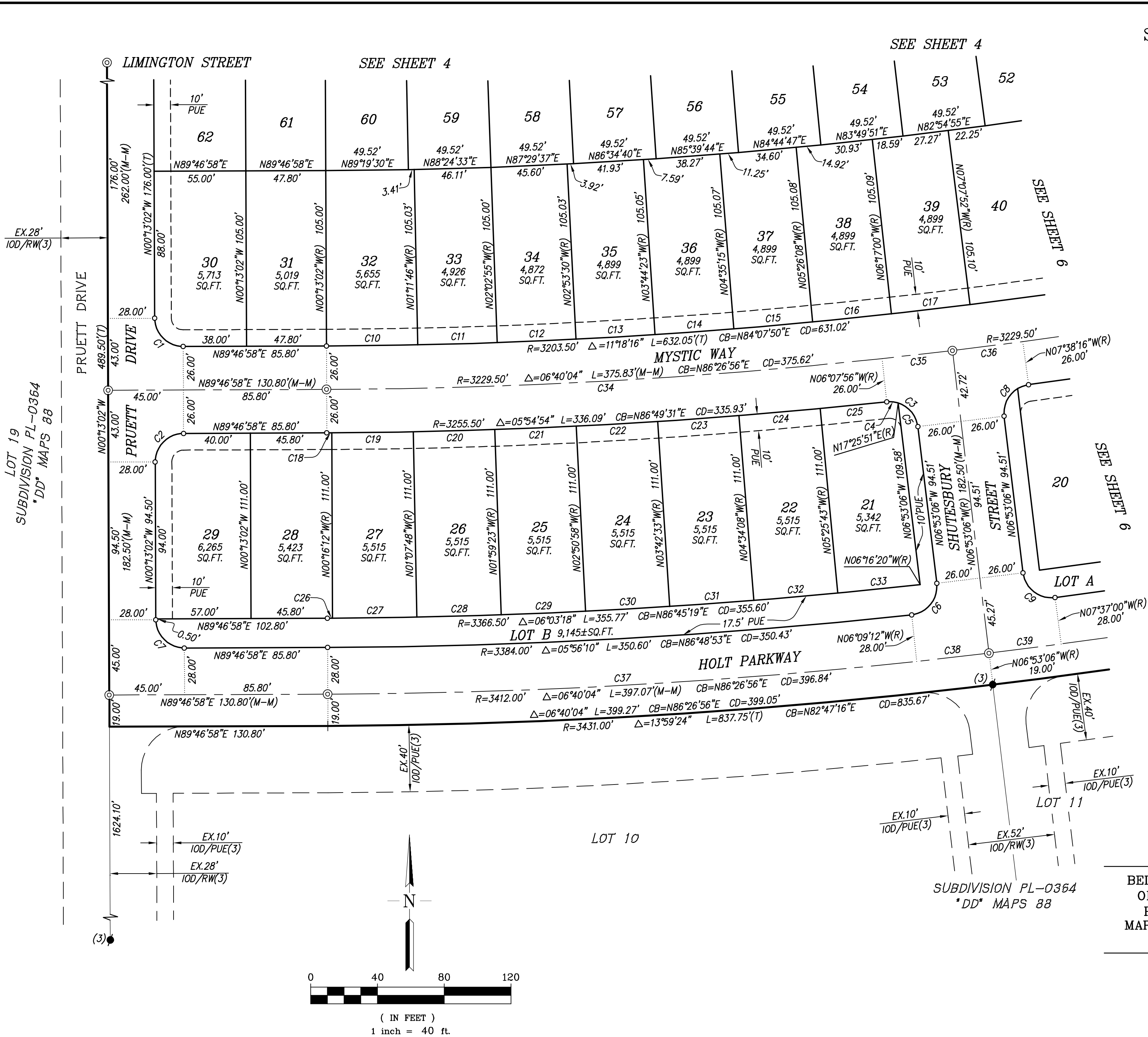
Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C2	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C3	17.00'	89°14'50"	26.48'	N51°30'31"W	23.88'
C4	17.00'	23°33'47"	6.99'	N84°21'02"W	6.94'
C5	17.00'	65°41'03"	19.49'	N39°43'38"W	18.44'
C6	17.00'	90°43'54"	26.92'	N38°28'51"E	24.19'
C7	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C8	17.00'	89°14'50"	26.48'	N37°44'19"E	23.88'
C9	17.00'	90°43'54"	26.92'	N52°15'03"W	24.19'
C10	3203.50'	00°58'44"	54.73'	N89°17'36"E	54.72'
C11	3203.50'	00°51'09"	47.66'	N88°22'40"E	47.66'
C12	3203.50'	00°50'35"	47.14'	N87°31'47"E	47.14'
C13	3203.50'	00°50'53"	47.42'	N86°41'03"E	47.41'
C14	3203.50'	00°50'52"	47.40'	N85°50'11"E	47.40'
C15	3203.50'	00°50'53"	47.42'	N84°59'19"E	47.41'
C16	3203.50'	00°50'52"	47.40'	N84°08'26"E	47.40'
C17	3203.50'	00°50'52"	47.40'	N83°17'34"E	47.40'
C18	3255.50'	00°03'10"	3.00'	N89°45'23"E	3.00'
C19	3255.50'	00°51'36"	48.86'	N89°18'00"E	48.85'
C20	3255.50'	00°51'35"	48.85'	N88°26'25"E	48.85'
C21	3255.50'	00°51'35"	48.85'	N87°34'50"E	48.85'
C22	3255.50'	00°51'35"	48.85'	N86°43'15"E	48.85'
C23	3255.50'	00°51'35"	48.85'	N85°51'40"E	48.85'
C24	3255.50'	00°51'35"	48.85'	N85°00'04"E	48.85'
C25	3255.50'	00°42'13"	39.98'	N84°13'11"E	39.97'
C26	3366.50'	00°03'10"	3.10'	N89°45'23"E	3.10'
C27	3366.50'	00°51'36"	50.53'	N89°18'00"E	50.52'
C28	3366.50'	00°51'35"	50.51'	N88°26'25"E	50.51'
C29	3366.50'	00°51'35"	50.51'	N87°34'50"E	50.51'
C30	3366.50'	00°51'35"	50.51'	N86°43'15"E	50.51'
C31	3366.50'	00°51'35"	50.51'	N85°51'40"E	50.51'
C32	3366.50'	00°51'35"	50.51'	N85°00'04"E	50.51'
C33	3366.50'	00°50'37"	49.57'	N84°08'58"E	49.57'
C34	3229.50'	05°54'54"	333.40'	N86°49'31"E	333.24'
C35	3229.50'	00°45'10"	42.43'	N83°29'29"E	42.43'
C36	3229.50'	00°45'10"	42.43'	N82°44'19"E	42.43'
C37	3412.00'	05°56'10"	353.50'	N86°48'53"E	353.33'
C38	3412.00'	00°43'54"	43.57'	N83°28'51"E	43.57'
C39	3412.00'	00°43'54"	43.57'	N82°44'57"E	43.57'

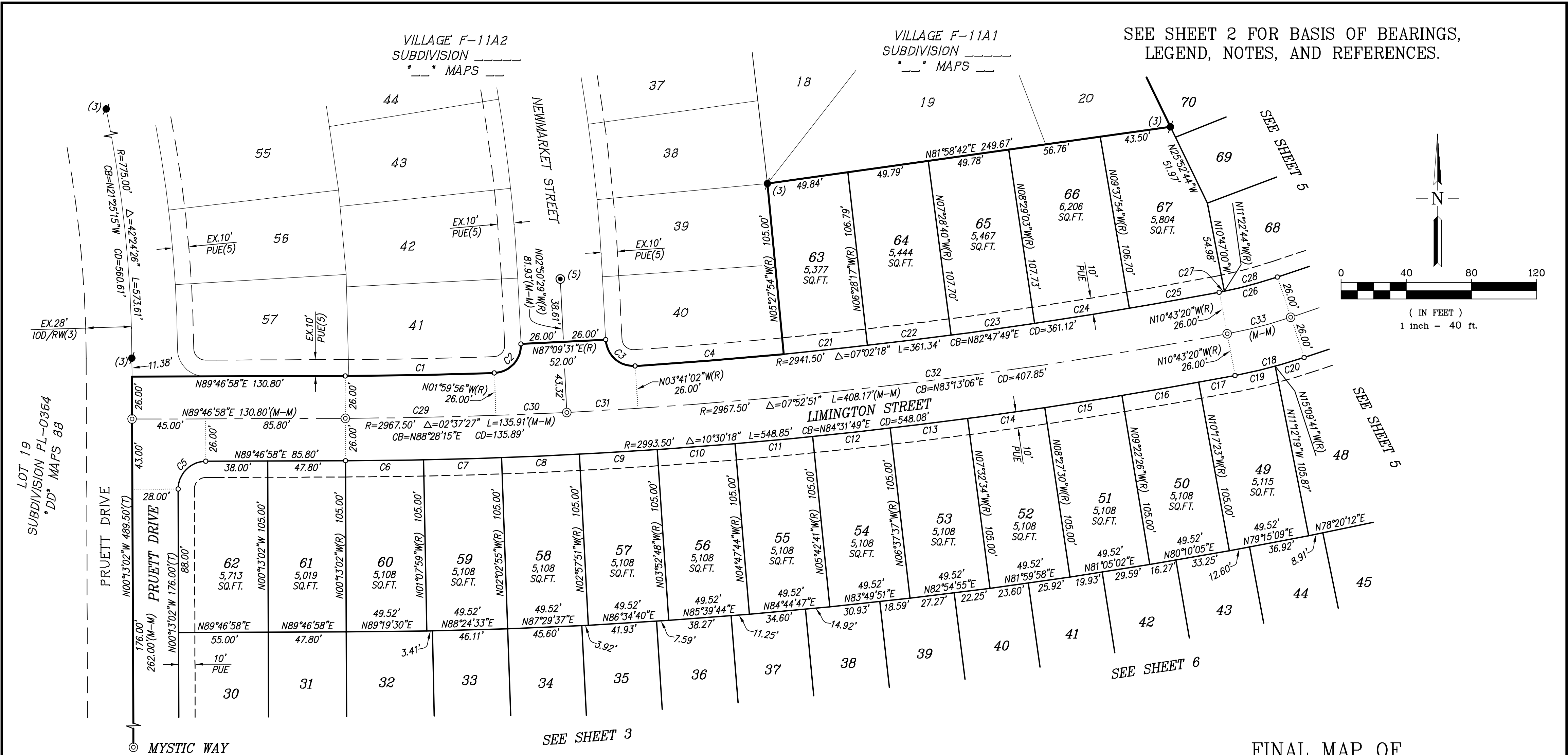
FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 11-A3
SUBDIVISION NO. PL14-0438

BEING A SUBDIVISION OF LOT 9 AS SHOWN ON THE FINAL MAP
OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH
PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF
MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS
13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
JULY 2019





FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 11-A3
SUBDIVISION NO. PL14-0438

BEING A SUBDIVISION OF LOT 9 AS SHOWN ON THE FINAL MAP
OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH
PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF
MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS
13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

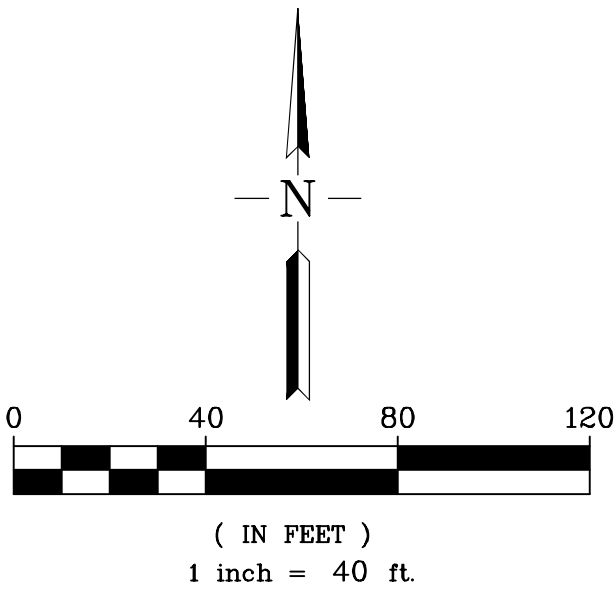
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
JULY 2019

Curve Table				
Curve	Radius	Delta	Length	Chord Bearing
C1	2941.50'	01°46'54"	91.47'	N88°53'31"E
C2	17.00'	90°50'33"	26.95'	N42°34'48"E
C3	17.00'	90°50'33"	26.95'	N48°15'45"W
C4	2941.50'	01°46'52"	91.44'	N85°25'32"E
C5	17.00'	90°00'00"	26.70'	N44°46'58"E
C6	2993.50'	00°54'57"	47.85'	N89°19'30"E
C7	2993.50'	00°54'56"	47.83'	N88°24'33"E
C8	2993.50'	00°54'56"	47.83'	N87°29'37"E
C9	2993.50'	00°54'57"	47.85'	N86°34'40"E
C10	2993.50'	00°54'56"	47.83'	N85°39'44"E
C11	2993.50'	00°54'57"	47.85'	N84°44'47"E

Curve Table				
Curve	Radius	Delta	Length	Chord Bearing
C12	2993.50'	00°54'56"	47.83'	N83°49'51"E
C13	2993.50'	00°54'57"	47.85'	N82°54'55"E
C14	2993.50'	00°54'56"	47.83'	N81°59'58"E
C15	2993.50'	00°54'56"	47.83'	N81°05'02"E
C16	2993.50'	00°54'57"	47.85'	N80°10'05"E
C17	2993.50'	00°25'57"	22.60'	N79°29'38"E
C18	326.00'	07°42'25"	43.85'	N75°25'27"E
C19	326.00'	04°26'21"	25.26'	N77°03'30"E
C20	326.00'	03°16'04"	18.59'	N73°12'17"E
C21	2941.50'	01°00'23"	51.67'	N84°01'55"E
C22	2941.50'	01°00'23"	51.67'	N83°01'31"E

Curve Table				
Curve	Radius	Delta	Length	Chord Bearing
C23	2941.50'	01°00'23"	51.67'	N82°01'08"E
C24	2941.50'	01°08'51"	58.91'	N80°56'31"E
C25	2941.50'	01°05'26"	55.99'	N79°49'23"E
C26	274.00'	07°42'25"	36.86'	N75°25'27"E
C27	274.00'	00°39'24"	3.14'	N78°56'58"E
C28	274.00'	07°03'01"	33.72'	N75°05'45"E
C29	2967.50'	01°46'54"	92.28'	N88°53'31"E
C30	2967.50'	00°50'33"	43.64'	N87°34'48"E
C31	2967.50'	00°50'33"	43.64'	N86°44'15"E
C32	2967.50'	07°02'18"	364.53'	N82°47'49"E
C33	300.00'	07°42'25"	40.35'	N75°25'27"E

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



Line Table		
Line	Bearing	Distance
L1	N22°56'04"W	25.03'
L2	N67°03'56"E	52.00'
L3	N67°03'56"E	26.00'
L4	N67°03'56"E	14.00'
L5	N22°56'04"W	64.21'
L6	N22°56'04"W	43.00'
L8	N22°56'04"W	17.97'

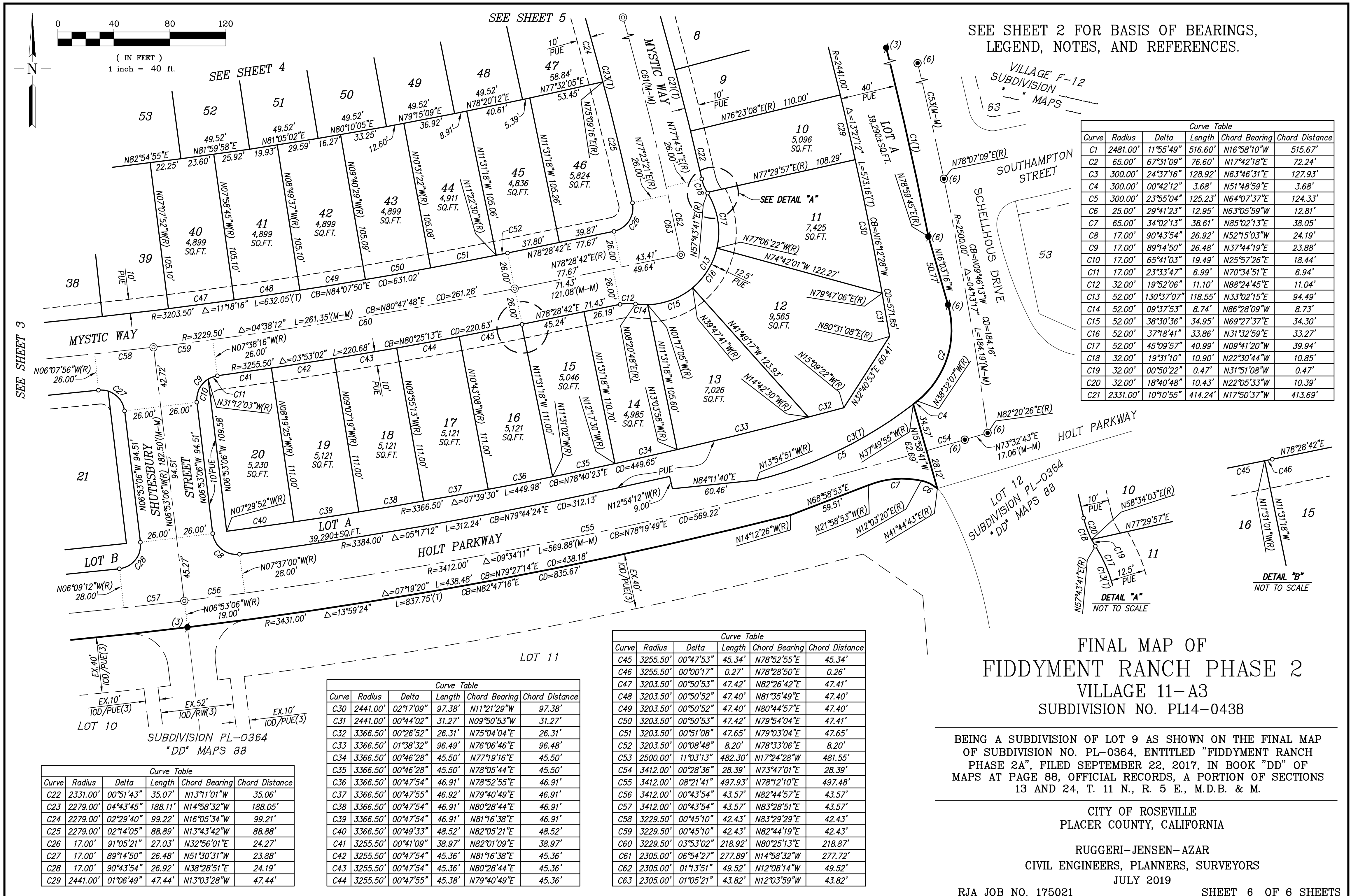
Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	17.00'	90°00'00"	26.70'	N22°03'56"E	24.04'
C2	26.00'	90°00'00"	40.84'	N67°56'04"W	36.77'
C3	2279.00'	03°24'58"	135.88'	N21°13'35"W	135.86'
C4	2279.00'	01°08'53"	45.67'	N22°21'37"W	45.67'
C5	2279.00'	01°10'50"	46.96'	N21°11'46"W	46.96'
C6	2279.00'	01°05'15"	43.26'	N20°03'44"W	43.25'
C7	17.00'	91°05'21"	27.03'	N26°01'34"E	24.27'
C8	274.00'	07°42'25"	36.86'	N75°25'27"E	36.83'
C9	274.00'	00°39'24"	3.14'	N78°56'58"E	3.14'
C10	274.00'	07°03'01"	33.72'	N75°05'45"E	33.69'
C11	300.00'	07°42'25"	40.35'	N75°25'27"E	40.32'
C12	326.00'	07°42'25"	43.85'	N75°25'27"E	43.82'
C13	326.00'	04°26'21"	25.26'	N77°03'30"E	25.25'
C14	326.00'	03°16'04"	18.59'	N73°12'17"E	18.59'
C15	17.00'	91°05'21"	27.03'	N62°53'04"W	24.27'
C16	2279.00'	04°43'45"	188.11'	N14°58'32"W	188.05'
C17	2279.00'	02°29'40"	99.22'	N16°05'34"W	99.21'
C18	2279.00'	02°14'05"	88.89'	N13°43'42"W	88.88'
C19	2331.00'	00°24'40"	16.73'	N22°43'44"W	16.72'
C20	2331.00'	01°06'49"	45.31'	N21°58'00"W	45.31'
C21	2331.00'	01°06'49"	45.31'	N20°51'11"W	45.31'
C22	2331.00'	01°06'49"	45.31'	N19°44'22"W	45.31'
C23	2331.00'	01°06'49"	45.31'	N18°37'33"W	45.31'
C24	2331.00'	01°06'49"	45.31'	N17°30'44"W	45.31'
C25	2331.00'	01°06'49"	45.31'	N16°23'55"W	45.31'
C26	2331.00'	01°06'49"	45.31'	N15°17'06"W	45.31'
C27	2331.00'	01°06'49"	45.31'	N14°10'17"W	45.31'
C28	2441.00'	00°24'40"	17.51'	N22°43'44"W	17.51'
C29	2441.00'	01°06'49"	47.44'	N21°58'00"W	47.44'
C30	2441.00'	01°06'49"	47.44'	N20°51'11"W	47.44'
C31	2441.00'	01°06'49"	47.44'	N19°44'22"W	47.44'
C32	2441.00'	01°06'49"	47.44'	N18°37'33"W	47.44'
C33	2441.00'	01°06'49"	47.44'	N17°30'44"W	47.44'
C34	2441.00'	01°06'49"	47.44'	N16°23'55"W	47.44'
C35	2441.00'	01°06'49"	47.44'	N15°17'06"W	47.44'
C36	2441.00'	01°06'49"	47.44'	N14°10'17"W	47.44'
C37	2305.00'	03°24'58"	137.43'	N21°13'35"W	137.41'
C38	2305.00'	01°05'21"	43.82'	N18°58'26"W	43.82'
C39	2305.00'	01°05'21"	43.82'	N17°53'04"W	43.82'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 11-A3
SUBDIVISION NO. PL14-0438

BEING A SUBDIVISION OF LOT 9 AS SHOWN ON THE FINAL MAP
OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH
PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF
MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS
13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
JULY 2019





COUNCIL COMMUNICATION

CC #: 0282

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

Title: Fiddymment Ranch Phase 2 Village 12 Final Map and Subdivision Agreement

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

Meeting Date: 9/18/2019

Item #: 7.18.

RECOMMENDATION TO COUNCIL

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

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

BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 97 residential lots and 2 landscape lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ECONOMIC DEVELOPMENT / JOBS CREATED

Acceptance of this map will result in the creation of jobs associated with the construction and sale of new homes.

ENVIRONMENTAL REVIEW

Approval of the Fiddymment Ranch Phase 2 Village 12 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Fiddymment Ranch Phase 2 Village 12 final map was accomplished with the preparation of the West Roseville Specific Plan EIR (SCH#2002082057) that was certified by the City of Roseville on February 4, 2004. Because the Fiddymment Ranch Phase 2 Village 12 final map is consistent with project evaluated in the West Roseville Specific Plan EIR, no new effects would be expected to occur and all applicable mitigation measures from the West Roseville Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-405

Subdivision Agreement

Final Map

RESOLUTION NO. 19-405

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

WHEREAS, a subdivision agreement between the City of Roseville, Olympia Investments, Inc., and ATC Realty One, LLC, for the Fiddymont Ranch Phase 2 – Village 12 Subdivision, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

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

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

Exempt from recording fees pursuant to Govt. Code §27383

SUBDIVISION AGREEMENT
Fiddymment Ranch Phase 2 -
Village 12 SUBDIVISION

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

WITNESSETH:

WHEREAS, OWNER is possessed of a tract of land lying in the City of Roseville,
Fiddymment Ranch Phase 2 -
County of Placer, known as "Village 12 Subdivision" (Subdivision no.
PL14-0438 ; "the Subdivision"); and

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

2. Improvements - Time Limit. DEVELOPER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Ruggeri-Jensen-Azar, dated August, 2018 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before September 15, 2020, such survey monuments as may be required by the City Engineer ("the Work"). DEVELOPER agrees to pay for any materials, provisions or other supplies used in,

upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

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

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

If at any time prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to DEVELOPER to eliminate the safety hazard. If DEVELOPER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such

work from DEVELOPER, DEVELOPER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

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

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

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

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

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

5. Securities.

a. DEVELOPER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 1,350,340.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance"

security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

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

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

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

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

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

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

10. Warranty.

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

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

its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

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

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

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

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

COVERAGE

General Liability

LIMITS OF LIABILITY

\$2,000,000 per occurrence
\$4,000,000 aggregate
Personal Injury:

Automobile Liability	\$2,000,000 per occurrence \$4,000,000 aggregate \$1,000,000 combined single limit
Workers' Compensation	Statutory

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

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

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

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

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

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

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

13. **Irrevocability of Security.** The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year

guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further

action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

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

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

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

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

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

DEVELOPER: John Amaral
Olympia Investment Company, Inc.
4670 Willow Road, Suite 200
Pleasanton, CA 94588

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

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

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

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

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

CITY OF ROSEVILLE, a
municipal corporation,

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

DEVELOPER:

Olympia Investments, Inc., a
California corporation

BY: _____
James C. Ghielmetti
its: President

and

BY: _____
John Amaral
its: Chief Executive Officer
Financial

OWNER:

ATC Realty One, LLC, a
Delaware limited liability company

BY: _____
David Ash
its: Senior Vice President

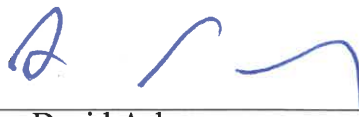
and

BY: _____

its: _____

(NOTARIZATION REQUIRED)

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association**

By: 

Name: David Ash

Title: Senior Vice President

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.

ACKNOWLEDGMENT

State of CALIFORNIA

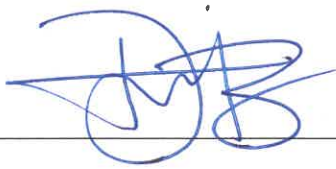
County of San Francisco

On 8/8 2019, before me, Irene Rubio, Notary Public
(Insert Name and Title of the Officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF California)SS
COUNTY OF Alameda)

On August 12, 2019 before me, Susan M. Brady, Notary Public, personally appeared
John Amaral

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

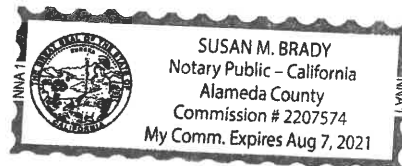
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Susan M. Brady

Affix appropriate seal above



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF California)SS
COUNTY OF Alameda)

On August 12, 2019 before me, Susan M. Brady, Notary Public, personally appeared
James C. Ghielmetti

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

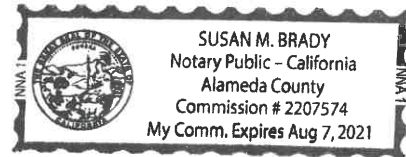
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Susan M. Brady

Affix appropriate seal above



OWNER’S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED HEREON, HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF, "FIDDYMENT RANCH PHASE 2 VILLAGE 12" AND DO HEREBY OFFER FOR DEDICATION FOR SPECIFIC PURPOSES THE FOLLOWING".

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

- A. AS PUBLIC EASEMENTS, THE AREAS SHOWN HEREON AS "PUE" (PUBLIC UTILITY EASEMENT) ARE FOR INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER, AND ACROSS LOTS A AND B AND THOSE STRIPS OF LAND TEN (10) AND TWELVE AND ONE–HALF (12.5) FEET AND SEVENTEEN AND ONE–HALF (17.5) FEET IN WIDTH AND CONTIGUOUS TO THE STREET, DRIVE, PARKWAY, PLACE, LOOP, AND WAY SHOWN HEREON.

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

- A. AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON), LOTS A & B AND THE STREETS SHOWN HERE AS KATAMA PLACE, DRIFTWAY LOOP, SCHELLHOUS DRIVE, HOLT PARKWAY, PROVINCETOWN WAY, OSTERVILLE DRIVE, STONINGTON DRIVE, CENTERVILLE STREET, AND SOUTHAMPTON STREET.

ATC REALITY ONE, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
DAVID L. ASH
ITS: SENIOR VICE PRESIDENT

OWNER’S ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____, 2019, BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED _____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ SHE/ THEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS /HER /THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY ON 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: _____
PRINT NAME: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
PRINCIPAL COUNTY OF BUSINESS: _____

SURVEYOR’S STATEMENT

THIS "FINAL MAP OF FIDDYMENT RANCH PHASE 2, VILLAGE 12" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ATC REALITY ONE, LLC., ON JANUARY 1, 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2020, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS ____ DAY OF _____, 2019.

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441



CITY ENGINEER’S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 12 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF, AND THAT IT COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES.

MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 12 IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR
PLS. #8278 EXPIRATION DATE: DECEMBER 31, 2019



CITY CLERK’S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE 12 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, LOTS A & B AND ALL THE RIGHTS–OF–WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION. THE CITY COUNCIL HAS ALSO APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION OF RIGHTS OF WAY AND EASEMENTS LISTED WITHIN NOTE #4 ON SHEET 2.

DATED _____

CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

COUNTY RECORDER’S STATEMENT

FILED FOR RECORD THIS ____ DAY OF _____, 2019, AT _____M.,
IN BOOK _____ OF MAPS AT PAGES _____ AT THE REQUEST OF OLD REPUBLIC
TITLE COMPANY.

SERIES NO. _____

RYAN RONCO
COUNTY RECORDER IN AND FOR
PLACER COUNTY, CALIFORNIA

FEE: \$ _____

BY: _____
DEPUTY

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 12
SUBDIVISION NO. PL14–0438

BEING A SUBDIVISION OF LOTS 5 AND 6 AS SHOWN ON THE
FINAL MAP OF SUBDIVISION NO. PL–0364, ENTITLED "FIDDYMENT
RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD"
OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF
SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
JULY 2019

RJA JOB NO. 175021

SHEET 1 OF 7 SHEETS

REFERENCES (FIDDYMENT RANCH PHASE 2):

- (1) BB MAPS 24, LARGE LOTS
- (2) DD MAPS 9, F9 & F19
- (3) DD MAPS 88, LARGE LOTS
- (4) DD MAPS 73, F13B1
- (5) DD MAPS 71, F19B1
- (6) DD MAPS 32, F19B2
- (7) — MAPS —, F11A1

NOTES:

- 1. ALL MONUMENT TIE LINES ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.
- 2. REAR LOT CORNERS SHALL BE MARKED WITH 1/2" REBAR AND CAPPED WITH LS 6441. FRONT AND SIDE LOT LINES SHALL BE 1" PROJECTED AND MARKED ON BACK OF SIDEWALK WITH 1" BRASS DISK STAMPED LS 6441.
- 3. A GEOTECHNICAL ENGINEERING REPORT (WKA NO 5877.09) DATED 10/06/05 FOR THE FIDDYMENT RANCH II AND III INFRASTRUCTURE IMPROVEMENTS AND RESIDENTIAL DEVELOPMENT, WAS DONE BY WALLACE KUHLE & ASSOCIATES, INC. AND IS ON FILE AT THE CITY OF ROSEVILLE DEVELOPMENT SERVICES-ENGINEERINGFILE NUMBER 308-660.
- 4. PER SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP DOES HEREBY ABANDON THE PORTION OF THE IRREVOCABLE OFFER OF DEDICATION "IOD/ROW" AND THE PUBLIC UTILITY EASEMENTS "PUE" AS SHOWN ON SUBDIVISION NO. PL-0364 ("DD" M 88) AS LYING WITHIN THE BOUNDARY OF THIS MAP. SAID IRREVOCABLE OFFER OF DEDICATION AND PUBLIC UTILITY EASEMENTS ARE THEREFORE NOT SHOWN HEREON.
- 5. TOTAL AREA OF THIS SUBDIVISION IS 19.85±ACRES, CONSISTING OF 97 RESIDENTIAL LOTS AND 2 LANDSCAPE LOTS.

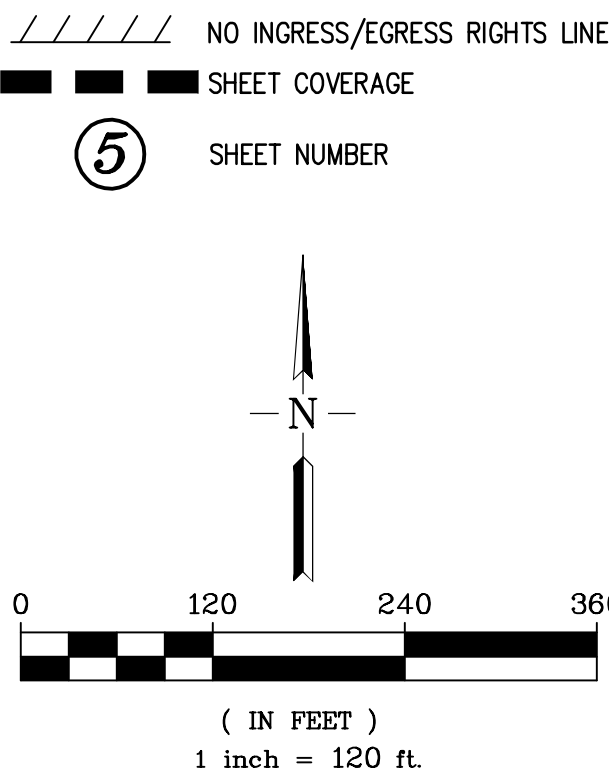
BASIS OF BEARINGS

THE LINE BETWEEN FOUND MONUMENTS IN NORTH HAYDEN PARKWAY TAKEN AS N67°03'56"E, AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. 03-11, "FIDDYMENT RANCH PHASE 2", ON FILE IN THE OFFICE OF THE PLACER COUNTY RECORDER IN BOOK "BB" OF MAPS AT PAGE 24, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- EXISTING EASEMENT AS NOTED
- NEW EASEMENT AS NOTED
- CENTER LINE / MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING LOT LINE
- BRASS DISK IN STANDARD CITY OF ROSEVILLE MONUMENT BOX, STAMPED PER REFERENCE AS NOTED
- 5/8" REBAR WITH PLASTIC CAP STAMPED PER REFERENCE AS NOTED
- DIMENSION POINT
- SET BRASS DISK STAMPED LS 6441 IN STANDARD CITY OF ROSEVILLE MONUMENT BOX
- SET 5/8" REBAR WITH PLASTIC CAP (UNLESS OTHERWISE NOTED) STAMPED LS 6441
- PUE PUBLIC UTILITY EASEMENT
- IOD IRREVOCABLE OFFER OF DEDICATION
- RW RIGHT OF WAY
- EX. EXISTING
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL BEARING
- (T) TOTAL
- (DATA)(1) RECORD DATA & REFERENCE SQ.FT. SQUARE FEET

BOUNDARY MAP



FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 12
SUBDIVISION NO. PL14-0438

BEING A SUBDIVISION OF LOTS 5 AND 6 AS SHOWN ON THE FINAL MAP OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD" OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

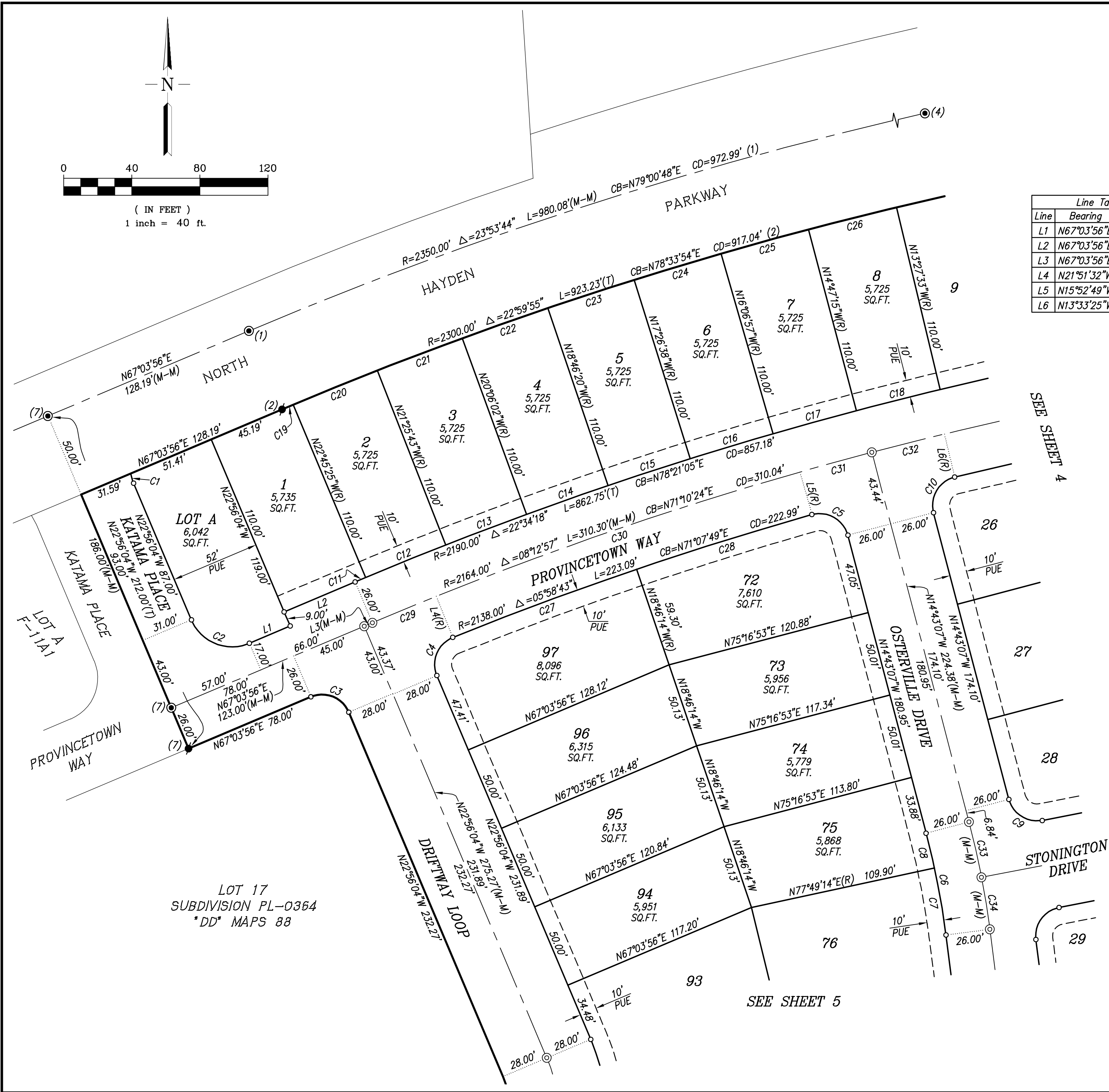
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
JULY 2019

Line Table		
Line	Bearing	Distance
L1	N67°03'56"E	128.19'
L2	N00°57'40"E	106.68'
L3	N00°21'46"W	52.00'
L4	N00°57'40"E	82.62'
L5	N14°43'07"W	105.23'
L6	N10°49'21"W	52.00'
L7	N07°21'01"W	346.96'
L8	N16°27'17"W	180.29'
L9	N73°32'43"E	25.00'
L10	N16°27'17"W	230.50'
L11	N15°58'41"W	62.69'
L12	N16°03'16"W	50.77'
L13	N07°21'01"W	54.70'
L14	N22°56'04"W	232.27'
L15	N67°03'56"E	78.00'
L16	N22°56'04"W	162.00'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	22.00'	31°48'44"	12.22'	N73°48'41"E	12.06'
C2	2190.00'	00°04'50"	3.07'	N89°40'39"E	3.07'
C3	2138.00'	00°01'26"	0.90'	N89°38'57"E	0.90'
C4	22.00'	91°17'58"	35.06'	N44°41'19"W	31.46'
C5	2033.00'	11°15'09"	399.26'	N84°36'07"E	398.63'
C6	790.00'	14°41'34"	202.59'	N14°41'48"W	202.03'
C7	2900.00'	05°35'18"	282.85'	N19°14'56"W	282.73'
C8	300.00'	00°42'12"	3.68'	N51°48'59"E	3.68'
C9	65.00'	67°31'09"	76.60'	N17°42'18"E	72.24'
C10	2481.00'	11°55'49"	516.60'	N16°58'10"W	515.67'
C11	95.00'	26°55'04"	44.63'	N65°08'37"E	44.22'
C12	75.00'	59°02'06"	77.28'	N22°10'02"E	73.90'
C13	75.00'	15°35'03"	20.40'	N15°08'32"W	20.34'
C14	17.00'	90°00'00"	26.70'	N67°56'04"W	24.04'
C15	2300.00'	00°53'49"	36.00'	N89°29'15"W	36.00'

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



Line Table		
Line	Bearing	Distance
L1	N67°03'56"E	26.00'
L2	N67°03'56"E	45.19'
L3	N67°03'56"E	5.19'
L4	N21°51'32"W	26.00'
L5	N15°52'49"W	26.00'
L6	N13°33'25"W	26.00'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	31.00'	11°09'36"	6.04'	N17°21'16"W	6.03'
C2	26.00'	90°00'00"	40.84'	N67°56'04"W	36.77'
C3	17.00'	90°00'00"	26.70'	N67°56'04"W	24.04'
C4	17.00'	91°04'32"	27.02'	N22°36'12"E	24.27'
C5	17.00'	91°09'42"	27.05'	N60°17'58"W	24.28'
C6	474.00'	07°22'06"	60.96'	N11°02'04"W	60.92'
C7	474.00'	04°49'45"	39.95'	N09°45'53"W	39.94'
C8	474.00'	02°32'21"	21.01'	N13°26'57"W	21.00'
C9	17.00'	86°10'49"	25.57'	N57°48'32"W	23.23'
C10	17.00'	91°09'42"	27.05'	N30°51'44"E	24.28'
C11	2190.00'	00°10'39"	6.78'	N67°09'15"E	6.78'
C12	2190.00'	01°19'42"	50.77'	N67°54'26"E	50.77'
C13	2190.00'	01°19'41"	50.76'	N69°14'07"E	50.76'
C14	2190.00'	01°19'42"	50.77'	N70°33'49"E	50.77'
C15	2190.00'	01°19'42"	50.77'	N71°53'31"E	50.77'
C16	2190.00'	01°19'41"	50.76'	N73°13'12"E	50.76'
C17	2190.00'	01°19'42"	50.77'	N74°32'54"E	50.77'
C18	2190.00'	01°19'42"	50.77'	N75°52'36"E	50.77'
C19	2300.00'	00°10'39"	7.13'	N67°09'15"E	7.12'
C20	2300.00'	01°19'42"	53.32'	N67°54'26"E	53.32'
C21	2300.00'	01°19'41"	53.31'	N69°14'07"E	53.31'
C22	2300.00'	01°19'42"	53.32'	N70°33'49"E	53.32'
C23	2300.00'	01°19'42"	53.32'	N71°53'31"E	53.32'
C24	2300.00'	01°19'41"	53.31'	N73°13'12"E	53.31'
C25	2300.00'	01°19'42"	53.32'	N74°32'54"E	53.32'
C26	2300.00'	01°19'42"	53.32'	N75°52'36"E	53.32'
C27	2138.00'	03°05'18"	115.24'	N69°41'07"E	115.22'
C28	2138.00'	02°53'25"	107.85'	N72°40'28"E	107.84'
C29	2164.00'	01°04'32"	40.62'	N67°36'12"E	40.62'
C30	2164.00'	05°58'43"	225.81'	N71°07'49"E	225.70'
C31	2164.00'	01°09'42"	43.87'	N74°42'02"E	43.87'
C32	2164.00'	01°09'42"	43.87'	N75°51'44"E	43.87'
C33	500.00'	03°49'11"	33.33'	N12°48'32"W	33.33'
C34	500.00'	03°32'55"	30.97'	N09°07'28"W	30.96'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 12
SUBDIVISION NO. PL14-0438

BEING A SUBDIVISION OF LOTS 5 AND 6 AS SHOWN ON THE
FINAL MAP OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT
RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD"
OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF
SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
JULY 2019

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



Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	22.00'	31°48'44"	12.22'	N73°48'41"E	12.06'
C2	2190.00'	00°04'49"	3.07'	N89°40'39"E	3.07'
C3	2138.00'	00°01'26"	0.89'	N89°38'57"E	0.89'
C4	22.00'	91°17'58"	35.06'	N44°41'19"W	31.46'
C5	2190.00'	01°19'41"	50.76'	N77°12'18"E	50.76'
C6	2190.00'	01°19'42"	50.77'	N78°31'59"E	50.77'
C7	2190.00'	01°19'42"	50.77'	N79°51'41"E	50.77'
C8	2190.00'	01°19'42"	50.77'	N81°11'23"E	50.77'
C9	2190.00'	01°19'41"	50.76'	N82°31'04"E	50.76'
C10	2190.00'	01°19'42"	50.77'	N83°50'46"E	50.77'
C11	2190.00'	01°19'42"	50.77'	N85°10'28"E	50.77'
C12	2190.00'	01°19'41"	50.76'	N86°30'09"E	50.76'
C13	2190.00'	01°19'42"	50.77'	N87°49'51"E	50.77'
C14	2190.00'	01°13'21"	46.73'	N89°06'23"E	46.73'
C15	2300.00'	01°19'41"	53.31'	N77°12'18"E	53.31'
C16	2300.00'	01°19'42"	53.32'	N78°31'59"E	53.32'
C17	2300.00'	01°19'42"	53.32'	N79°51'41"E	53.32'
C18	2300.00'	01°19'42"	53.32'	N81°11'23"E	53.32'
C19	2300.00'	01°19'41"	53.31'	N82°31'04"E	53.31'
C20	2300.00'	01°19'42"	53.32'	N83°50'46"E	53.32'
C21	2300.00'	01°19'42"	53.32'	N85°10'28"E	53.32'
C22	2300.00'	01°19'41"	53.31'	N86°30'09"E	53.31'
C23	2300.00'	01°19'42"	53.32'	N87°49'51"E	53.32'
C24	2300.00'	01°34'09"	62.99'	N89°16'47"E	62.99'
C25	2300.00'	00°53'49"	36.01'	N89°29'15"W	36.01'
C26	1876.00'	00°04'35"	2.50'	N79°08'21"E	2.50'
C27	1928.00'	00°04'35"	2.57'	N79°08'21"E	2.57'
C28	17.00'	86°10'49"	25.57'	N57°48'32"W	23.23'
C29	17.00'	91°09'42"	27.05'	N30°51'44"E	24.28'
C30	2138.00'	02°21'04"	87.73'	N77°37'07"E	87.73'
C31	2138.00'	01°49'42"	68.22'	N79°42'30"E	68.22'
C32	2138.00'	01°35'05"	59.13'	N81°24'53"E	59.13'
C33	2138.00'	01°35'04"	59.12'	N82°59'58"E	59.12'
C34	2138.00'	01°35'05"	59.13'	N84°35'03"E	59.13'
C35	2138.00'	01°35'04"	59.12'	N86°10'07"E	59.12'
C36	2138.00'	01°35'05"	59.13'	N87°45'12"E	59.13'
C37	2138.00'	01°06'56"	41.63'	N89°06'12"E	41.63'
C38	2033.00'	01°38'48"	58.43'	N79°47'57"E	58.43'
C39	2033.00'	01°35'05"	56.23'	N81°24'53"E	56.22'
C40	2033.00'	01°35'04"	56.22'	N82°59'58"E	56.22'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 12
SUBDIVISION NO. PL14-0438

BEING A SUBDIVISION OF LOTS 5 AND 6 AS SHOWN ON THE
FINAL MAP OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT
RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD"
OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF
SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
JULY 2019

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C41	2033.00'	01°35'05"	56.23'	N84°35'03"E	56.22'
C42	2033.00'	01°35'04"	56.22'	N86°10'07"E	56.22'
C43	2033.00'	01°35'05"	56.23'	N87°45'12"E	56.22'
C44	2033.00'	01°40'58"	59.71'	N89°23'13"E	59.71'
C45	2164.00'	01°09'42"	43.87'	N75°51'44"E	43.87'
C46	2164.00'	13°11'39"	498.33'	N83°02'24"E	497.23'
C47	2164.00'	01°19'26"	50.00'	N89°42'03"W	50.00'
C48	500.00'	03°49'11"	33.33'	N12°48'32"W	33.33'
C49	1902.00'	04°04'19"	135.17'	N81°08'14"E	135.15'
C50	1902.00'	00°04'35"	2.54'	N79°08'21"E	2.53'
C51	1902.00'	03°59'44"	132.64'	N81°10'31"E	132.62'

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

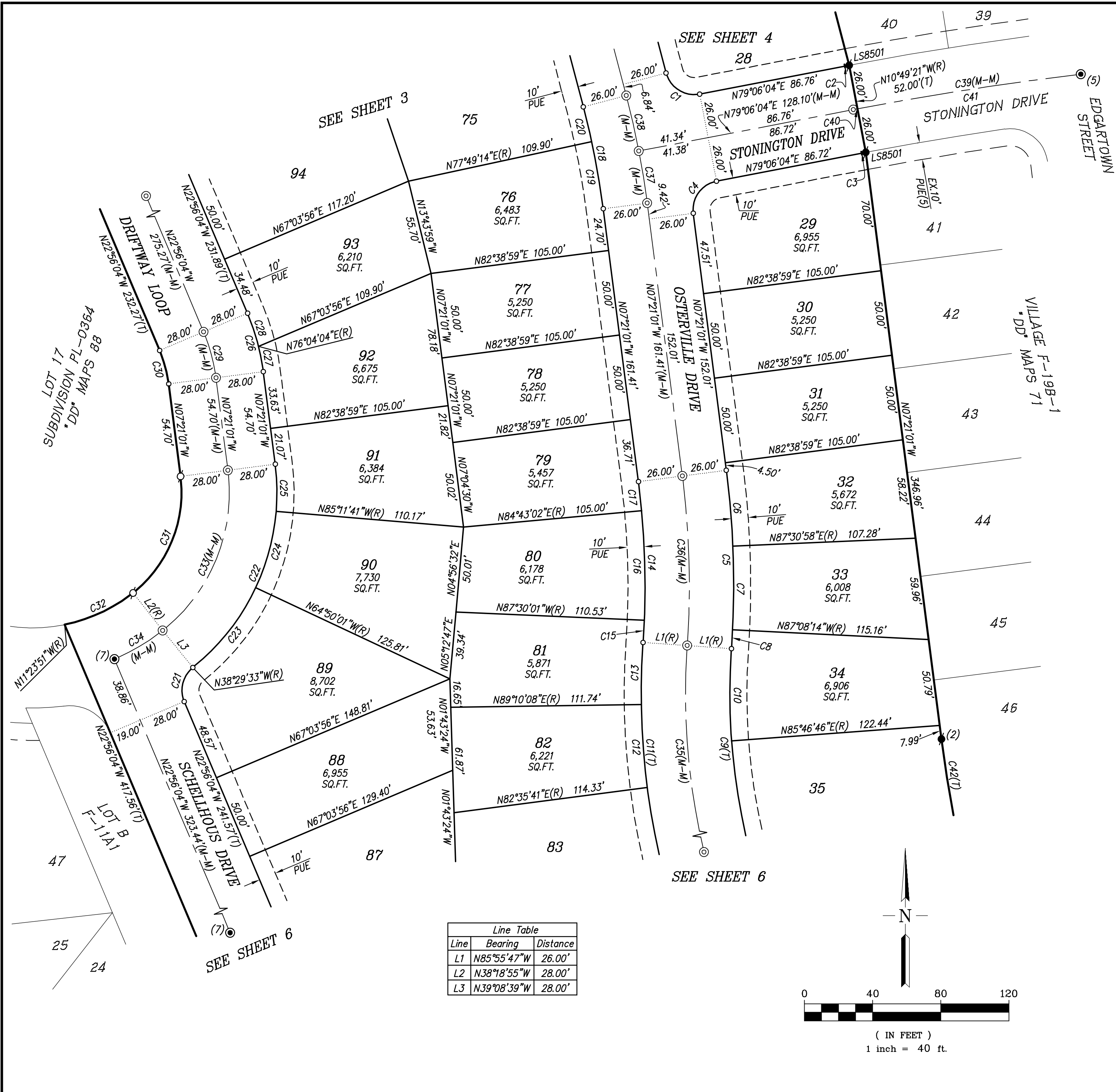
Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	17.00'	86°10'49"	25.57'	N57°48'32"W	23.23'
C2	1928.00'	00°04'35"	2.57'	N79°08'21"E	2.57'
C3	1876.00'	00°04'35"	2.50'	N79°08'21"E	2.50'
C4	17.00'	86°27'05"	25.65'	N35°52'32"E	23.29'
C5	526.00'	11°25'14"	104.85'	N01°38'24"W	104.67'
C6	526.00'	04°51'59"	44.68'	N04°55'01"W	44.66'
C7	526.00'	05°20'48"	49.08'	N00°11'22"E	49.07'
C8	526.00'	01°12'27"	11.09'	N03°27'59"E	11.09'
C9	374.00'	27°00'17"	176.27'	N09°25'56"W	174.65'
C10	374.00'	08°17'27"	54.12'	N00°04'31"W	54.07'
C11	426.00'	23°47'13"	176.86'	N07°49'24"W	175.59'
C12	426.00'	06°34'27"	48.88'	N04°07'06"W	48.85'
C13	426.00'	04°54'05"	36.44'	N01°37'10"E	36.43'
C14	474.00'	11°25'14"	94.48'	N01°38'24"W	94.32'
C15	474.00'	01°34'14"	12.99'	N03°17'06"E	12.99'
C16	474.00'	07°46'57"	64.38'	N01°23'29"W	64.33'
C17	474.00'	02°04'03"	17.10'	N06°18'59"W	17.10'
C18	474.00'	07°22'06"	60.96'	N11°02'04"W	60.92'
C19	474.00'	04°49'45"	39.95'	N09°45'53"W	39.94'
C20	474.00'	02°32'21"	21.01'	N13°26'57"W	21.00'
C21	17.00'	74°26'31"	22.09'	N14°17'12"E	20.57'
C22	131.00'	58°51'28"	134.57'	N22°04'43"E	128.73'
C23	131.00'	26°20'28"	60.23'	N38°20'13"E	59.70'
C24	131.00'	20°21'40"	46.55'	N14°59'09"E	46.31'
C25	131.00'	12°09'20"	27.79'	N01°16'21"W	27.74'
C26	131.00'	15°35'03"	35.63'	N15°08'32"W	35.52'
C27	131.00'	06°34'55"	15.05'	N10°38'29"W	15.04'
C28	131.00'	09°00'08"	20.58'	N18°26'00"W	20.56'
C29	103.00'	15°35'03"	28.02'	N15°08'32"W	27.93'
C30	75.00'	15°35'03"	20.40'	N15°08'32"W	20.34'
C31	75.00'	59°02'06"	77.28'	N22°10'02"E	73.90'
C32	95.00'	26°55'04"	44.63'	N65°08'37"E	44.22'
C33	103.00'	59°02'06"	106.13'	N22°10'02"E	101.49'
C34	123.00'	15°22'51"	33.02'	N59°22'31"E	32.92'
C35	400.00'	27°00'17"	188.53'	N09°25'56"W	186.79'
C36	500.00'	11°25'14"	99.66'	N01°38'24"W	99.50'
C37	500.00'	03°32'55"	30.97'	N09°07'28"W	30.96'
C38	500.00'	03°49'11"	33.33'	N12°48'32"W	33.33'
C39	1902.00'	04°04'19"	135.17'	N81°08'14"E	135.15'
C40	1902.00'	00°04'35"	2.54'	N79°08'21"E	2.53'
C41	1902.00'	03°59'44"	132.64'	N81°10'31"E	132.62'
C42	790.00'	14°41'34"	202.59'	N14°41'48"W	202.03'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 12
SUBDIVISION NO. PL14-0438

BEING A SUBDIVISION OF LOTS 5 AND 6 AS SHOWN ON THE
FINAL MAP OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT
RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD"
OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF
SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
JULY 2019



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

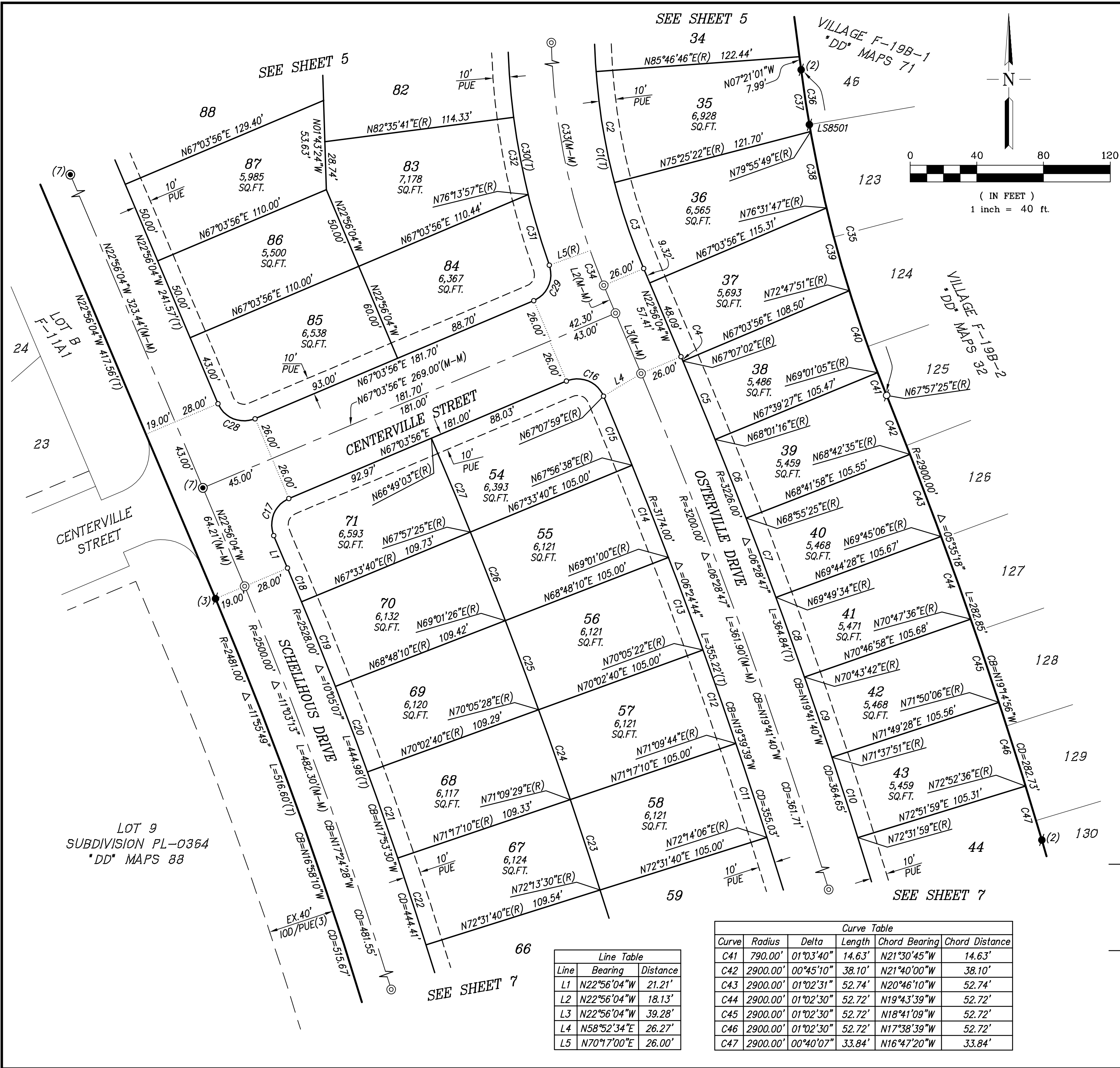
Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	374.00'	27°00'17"	176.27'	N09°25'56"W	174.65'
C2	374.00'	10°21'24"	67.60'	N09°23'56"W	67.51'
C3	374.00'	08°21'26"	54.55'	N18°45'21"W	54.50'
C4	3226.00'	00°03'06"	2.91'	N22°54'31"W	2.91'
C5	3226.00'	00°54'14"	50.89'	N22°25'51"W	50.89'
C6	3226.00'	00°54'09"	50.81'	N21°31'39"W	50.81'
C7	3226.00'	00°54'09"	50.81'	N20°37'31"W	50.81'
C8	3226.00'	00°54'08"	50.80'	N19°43'22"W	50.80'
C9	3226.00'	00°54'09"	50.81'	N18°49'14"W	50.81'
C10	3226.00'	00°54'08"	50.80'	N17°55'05"W	50.80'
C11	3174.00'	01°04'22"	59.43'	N18°18'05"W	59.43'
C12	3174.00'	01°04'22"	59.43'	N19°22'27"W	59.43'
C13	3174.00'	01°04'22"	59.43'	N20°26'49"W	59.43'
C14	3174.00'	01°04'22"	59.43'	N21°31'11"W	59.43'
C15	3174.00'	00°48'39"	44.92'	N22°27'42"W	44.91'
C16	17.00'	90°04'03"	26.72'	N67°54'03"W	24.06'
C17	17.00'	90°00'00"	26.70'	N22°03'56"E	24.04'
C18	2528.00'	00°29'44"	21.86'	N22°41'12"W	21.86'
C19	2528.00'	01°14'30"	54.78'	N21°49'05"W	54.78'
C20	2528.00'	01°14'30"	54.78'	N20°34'35"W	54.78'
C21	2528.00'	01°14'30"	54.78'	N19°20'05"W	54.78'
C22	2528.00'	01°14'30"	54.78'	N18°05'35"W	54.78'
C23	3069.00'	01°04'01"	57.15'	N18°18'31"W	57.15'
C24	3069.00'	01°04'01"	57.15'	N19°22'32"W	57.15'
C25	3069.00'	01°04'02"	57.16'	N20°26'33"W	57.15'
C26	3069.00'	01°04'01"	57.15'	N21°30'34"W	57.15'
C27	3069.00'	01°08'22"	61.03'	N22°36'46"W	61.02'
C28	17.00'	90°00'00"	26.70'	N67°56'04"W	24.04'
C29	17.00'	86°46'56"	25.75'	N23°40'28"E	23.36'
C30	426.00'	23°47'13"	176.86'	N07°49'24"W	175.59'
C31	426.00'	05°56'57"	44.23'	N16°44'32"W	44.21'
C32	426.00'	06°21'44"	47.30'	N10°35'11"W	47.28'
C33	400.00'	27°00'17"	188.53'	N09°25'56"W	186.79'
C34	400.00'	03°13'04"	22.46'	N21°19'32"W	22.46'
C35	790.00'	14°41'34"	202.59'	N14°41'48"W	202.03'
C36	790.00'	02°25'02"	33.33'	N08°33'32"W	33.33'
C37	790.00'	02°43'10"	37.50'	N08°42'36"W	37.49'
C38	790.00'	03°24'02"	46.89'	N11°46'12"W	46.88'
C39	790.00'	03°43'56"	51.46'	N15°20'11"W	51.45'
C40	790.00'	03°46'46"	52.11'	N19°05'32"W	52.10'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 12
SUBDIVISION NO. PL14-0438

BEING A SUBDIVISION OF LOTS 5 AND 6 AS SHOWN ON THE
FINAL MAP OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT
RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD"
OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF
SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
JULY 2019



Line Table		
Line	Bearing	Distance
L1	N22°56'04"W	21.21'
L2	N22°56'04"W	18.13'
L3	N22°56'04"W	39.28'
L4	N58°52'34"E	26.27'
L5	N70°17'00"E	26.00'

Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C41	790.00'	01°03'40"	14.63'	N21°30'45"W	14.63'
C42	2900.00'	00°45'10"	38.10'	N21°40'00"W	38.10'
C43	2900.00'	01°02'31"	52.74'	N20°46'10"W	52.74'
C44	2900.00'	01°02'30"	52.72'	N19°43'39"W	52.72'
C45	2900.00'	01°02'30"	52.72'	N18°41'09"W	52.72'
C46	2900.00'	01°02'30"	52.72'	N17°38'39"W	52.72'
C47	2900.00'	00°40'07"	33.84'	N16°47'20"W	33.84'

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

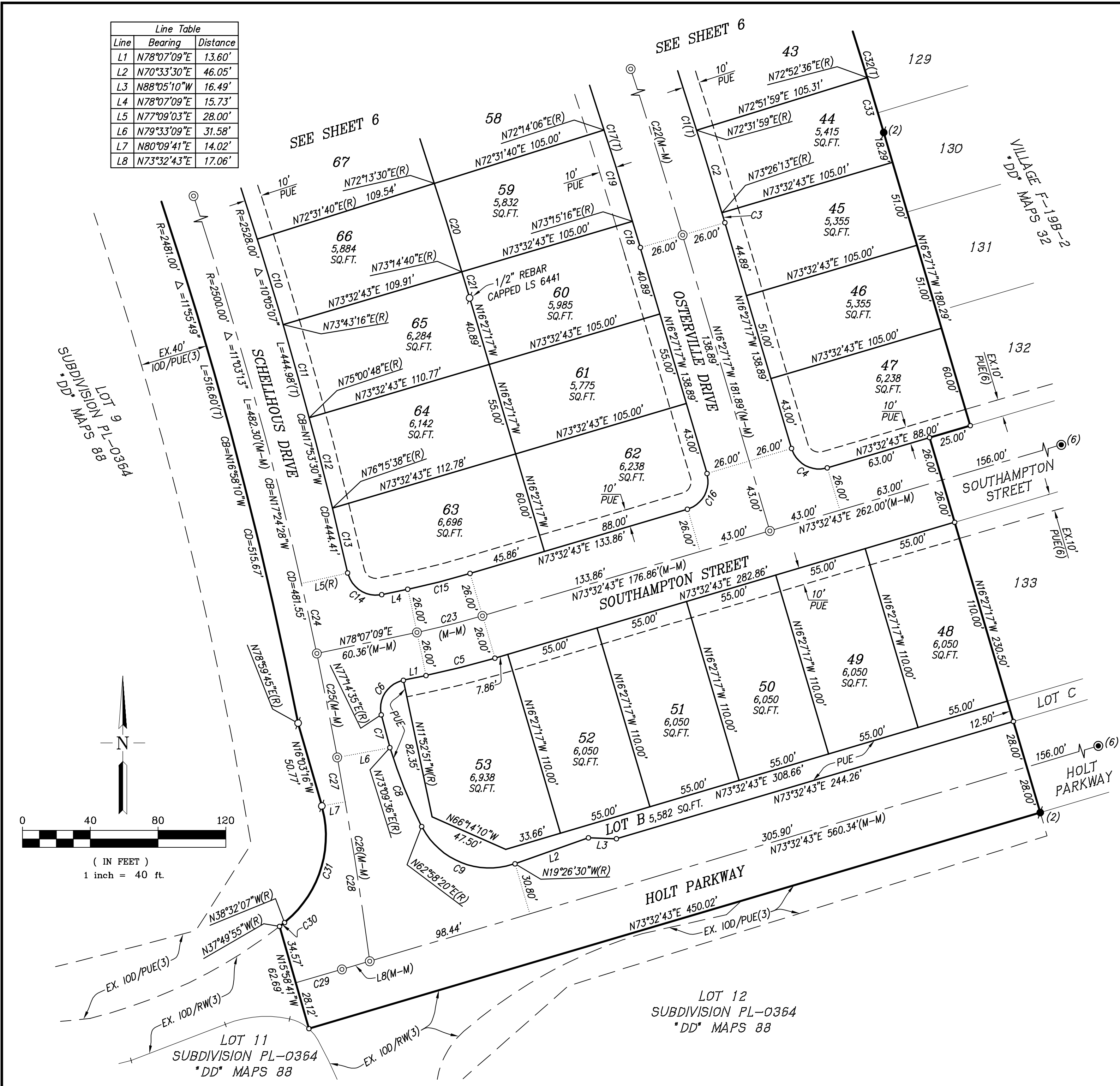
Curve Table					
Curve	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	3226.00'	06°28'47"	364.84'	N19°41'40"W	364.65'
C2	3226.00'	00°54'14"	50.89'	N17°00'54"W	50.88'
C3	3226.00'	00°06'30"	6.10'	N16°30'32"W	6.10'
C4	17.00'	90°00'00"	26.70'	N61°27'17"W	24.04'
C5	526.00'	04°34'26"	41.99'	N75°49'56"E	41.98'
C6	17.00'	90°52'34"	26.96'	N32°40'52"E	24.22'
C7	282.00'	04°04'59"	20.10'	N14°47'55"W	20.09'
C8	282.00'	10°11'16"	50.14'	N21°56'02"W	50.08'
C9	45.00'	82°24'50"	64.73'	N68°14'05"W	59.29'
C10	2528.00'	01°11'36"	52.65'	N16°52'32"W	52.65'
C11	2528.00'	01°17'32"	57.02'	N15°37'58"W	57.01'
C12	2528.00'	01°14'50"	55.03'	N14°21'47"W	55.03'
C13	2528.00'	00°53'25"	39.28'	N13°17'39"W	39.28'
C14	17.00'	89°01'54"	26.42'	N57°21'54"W	23.84'
C15	474.00'	04°34'26"	37.84'	N75°49'56"E	37.83'
C16	17.00'	90°00'00"	26.70'	N28°32'43"E	24.04'
C17	3174.00'	06°24'44"	355.22'	N19°39'39"W	355.03'
C18	3174.00'	00°17'27"	16.11'	N16°36'00"W	16.11'
C19	3174.00'	01°01'10"	56.47'	N17°15'19"W	56.47'
C20	3069.00'	01°01'10"	54.61'	N17°15'55"W	54.61'
C21	3069.00'	00°18'03"	16.11'	N16°36'18"W	16.11'
C22	3200.00'	06°28'47"	361.90'	N19°41'40"W	361.71'
C23	500.00'	04°34'26"	39.91'	N75°49'56"E	39.90'
C24	2500.00'	00°58'06"	42.25'	N12°21'54"W	42.25'
C25	2500.00'	01°26'00"	62.54'	N11°09'51"W	62.54'
C26	2500.00'	02°47'17"	121.65'	N09°03'13"W	121.65'
C27	2500.00'	00°36'32"	26.57'	N10°08'35"W	26.57'
C28	2500.00'	02°10'45"	95.08'	N08°44'56"W	95.08'
C29	3412.00'	00°28'36"	28.39'	N73°47'01"E	28.39'
C30	300.00'	00°42'12"	3.68'	N51°48'59"E	3.68'
C31	65.00'	67°31'09"	76.60'	N17°42'18"E	72.24'
C32	2900.00'	05°35'18"	282.85'	N19°14'56"W	282.74'
C33	2900.00'	00°40'07"	33.84'	N16°47'20"W	33.84'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE 12
SUBDIVISION NO. PL14-0438

BEING A SUBDIVISION OF LOTS 5 AND 6 AS SHOWN ON THE
FINAL MAP OF SUBDIVISION NO. PL-0364, ENTITLED "FIDDYMENT
RANCH PHASE 2A", FILED SEPTEMBER 22, 2017, IN BOOK "DD"
OF MAPS AT PAGE 88, OFFICIAL RECORDS, A PORTION OF
SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.B. & M.

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
JULY 2019





COUNCIL COMMUNICATION

CC #: 0272
File #: 0316-04

Title: 2019 Speed Limit Ordinance
Contact: Jana Cervantes 916-774-5498 jcervantes@roseville.ca.us

Meeting Date: 9/18/2019
Item #: 7.19.

RECOMMENDATION TO COUNCIL

Two options are available for Council's consideration:

1. Approve the attached speed limit ordinance, or
2. Modify the attached speed limit ordinance as desired and adopt a modified speed limit ordinance. Roadway segments with lower speed limits than those recommended may not be radar enforceable.

Staff recommends option 1.

BACKGROUND

State law establishes the process for setting speed limits for roadways in California. The California Vehicle Code (CVC) and the California Manual on Uniform Traffic Control Devices (CaMUTCD) contain the guidelines and processes that must be followed in order to make speed limits radar enforceable. Certain roadways are assigned speed limits by default (called "prima facie" speed limits), such as 25 mph for residential streets and business districts, 15 mph in alleys, and 65 mph on all other roadways. Those do not require any kind of study as they are established by law. To justify a posted speed limit other than 65 mph that is radar enforceable, local jurisdictions are required to conduct and approve an Engineering and Traffic Survey (ETS). An ETS is based on two factors; the measured 85th percentile speed (that speed at which 85% of the traffic is traveling at or below) and whether or not "conditions not readily apparent to motorists" are present.

The California Department of Transportation (Caltrans) has an established set of standards and procedures for conducting an ETS. These standards require that for a speed limit to be radar enforceable, the posted speed limit should be set at the 5 mph increment nearest the 85th percentile speed. The recommended speed limit can be lowered an additional 5 mph if "conditions not readily apparent to motorists" are present. Conditions not readily apparent can be a variety of things such as an accident history, numerous driveways along the roadway, adjacent land uses, bike lanes, etc. The CVC requires that speed surveys must be conducted every five to

ten years, or when there is a major change to a roadway.

Staff has recently completed 33 ETS's (See Table 1). There is one proposed decrease, one new roadway surveyed, and 31 surveys with no change recommended.

A summary of the speed surveys is shown in Table 1 and a copy of the complete set of speed surveys is available at the City Clerk's Office for Council's review. The CVC requires that posted speed limits be consistent with the results of the ETS to be radar enforceable. Public Works, Police, and our City Attorney are all in agreement that in order for the City to be in compliance with State law, posted speed limits need to be set using the State guidelines.

The new roadway segment added this year is Old Washington Blvd. between Atlantic St. and Republican Al. This is a one-way street that was recently narrowed to provide wide sidewalks leading from the new parking garage to Vernon St. Section 22358.3 of the CVC allows local authorities, upon the basis of an ETS, to lower the speed limit to 15 mph when determined that 25 mph is unsafe for a roadway less than 25 feet in width. Due to the roadway width, one-way traffic, and the close proximity to pedestrians, staff recommends lowering the speed limit to 15 mph.

One interesting note regarding the overall data collected is that the speeds over the seven year period have remained relatively the same. While there is a small fluctuation of a few mph on some streets, the average overall speeds on the roadways surveyed have dropped by 0.7 mph.

FISCAL IMPACT

The cost of changing the speed limit signs is included in existing operating budgets.

ECONOMIC DEVELOPMENT / JOBS CREATED

No jobs will be created by the Council adoption of speed limits.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA environment (CEQA Guidelines §15061(b)(3)).

Respectfully Submitted,

Jana Cervantes, Senior Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Speed Limit Ordinance (redline)

Table 1 - Engineering & Traffic Surveys

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION
11.28.010 OF CHAPTER 11.28 OF TITLE 11 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING SPEED LIMITS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 11.28.010 of Chapter 11.28 of Title 11 of the Roseville Municipal Code is hereby amended to read as follows:

11.28.010 Change in speed limits set by state law.

Pursuant to authority contained in Sections 22357 and 22358 of the Vehicle Code, the city council determines upon the basis of an engineering and traffic survey that the prima facie speed limits set forth in this section would facilitate the orderly movement of vehicular traffic and would be reasonable and safe, except when passing school grounds, and it is determined that a speed limit greater than those hereinafter set forth would be more than is reasonable or safe. It is declared that the prima facie speed limits hereinafter set forth are established according to law:

1. Alexandra Drive:
 - a. Between East Roseville Parkway and Secret Ravine Parkway, 35 mph;
2. All-America City Boulevard:
 - a. Between Los Vegas Avenue and Washington Boulevard, 25 mph;
3. Angus Road:
 - a. Between Fiddymment Road and Casa Sedona Drive, 35 mph;

4. Antelope Creek Drive:
 - a. Between Galleria Boulevard and Creekside Ridge Drive, 30 mph,
 - b. Between Creekside Ridge Drive and end, 30 mph;
5. Atkinson Street:
 - a. Between Foothills Boulevard and Church Street, 40 mph,
 - b. Between Foothills Boulevard and PFE, 45 mph;
6. Atlantic Street:
 - a. Between Yosemite Street and Interstate 80, 40 mph;
7. Auburn Boulevard:
 - a. Between Riverside and city limits, 35 mph;
8. Automall Drive: 30 mph;
9. Baseline Road:
 - a. Between Foothills Boulevard and Fiddymment Road, 45 mph;
10. Berry Street:
 - a. Between 156 Berry Street and Galleria Boulevard, 35 mph;
11. Blue Oaks Boulevard:
 - a. Between Fiddymment Road and eastern city limits, 45 mph,
 - b. Between Fiddymment Road and Hayden Parkway, 50 mph;
12. Bob Doyle Drive:
 - a. Between Kennerleigh Parkway and Hayden Parkway, 35 mph;
13. Brady Lane:
 - a. Between Vineyard Road and Baseline Road, 40 mph;
14. Brookstone Drive:
 - a. Between Westbrook Boulevard (N) and Westbrook Boulevard (S), 30 mph;
15. Casa Sedona Drive:
 - a. Between Angus Road and Crocker Ranch Road, 30 mph;
16. Central Park Drive:

- a. Between Fairway Drive and Highland Park Drive, 25 mph;
- 17. Chase Drive:
 - a. Between Roseville Parkway and Heritage Drive, 30 mph;
- 18. Church Street:
 - a. Between Atkinson Street and Washington Boulevard, 35 mph;
- 19. Cirby Hills Drive:
 - a. Between Cirby Way and end, 30 mph;
- 20. Cirby Way:
 - a. Between Foothills Boulevard and Old Auburn Boulevard, 40 mph;
- 21. Commerce Drive:
 - a. Vernon Street and Roseville Road, 35 mph;
- 22. Country Club Drive:
 - a. Between Baseline Road and Pleasant Grove Boulevard, 35 mph;
- 23. Creekside Ridge Drive:
 - a. Between Roseville Parkway and end, 25 mph;
- 24. Crocker Ranch Road:
 - a. Between Blue Oaks Boulevard and Opal Drive, 35 mph;
- 25. Del Webb Boulevard:
 - a. Between Fiddymont Road and Blue Oaks Boulevard, 35 mph;
- 26. Diamond Creek Boulevard:
 - a. Between Blue Oaks Boulevard and Parkside Way, 35 mph;
- 27. Douglas Boulevard:
 - a. Between Vernon Street and I-80, 30 mph,
 - b. Between I-80 and Rocky Ridge, 35 mph,
 - c. Between Rocky Ridge Drive and Sierra College Boulevard, 45 mph;
- 28. Eastridge Drive:
 - a. Between Old Auburn Road and Weston Way, 30 mph;

29. East Roseville Parkway:
 - a. Between Taylor Road and Sierra College Boulevard, 45 mph,
 - b. Between Sierra College Boulevard and eastern City limits, 40 mph;
30. Estates Drive:
 - a. Between Folsom Road and Harding Boulevard, 25 mph;
31. Eureka Road:
 - a. Between Interstate 80 and Sierra College Boulevard, 40 mph;
32. Fairway Drive:
 - a. Between northern city limits and Stanford Ranch Road, 40 mph;
33. Fiddymment Road:
 - a. Between Pleasant Grove Boulevard and northern city limits, 45 mph,
 - b. Between Pleasant Grove Boulevard and Baseline Road, 50 mph;
34. Fidelity Way:
 - a. Between Blue Oaks Boulevard and Freedom Way, 30 mph;
35. Folsom Road:
 - a. Between Vernon Street and Douglas Boulevard, 25 mph;
36. Foothills Boulevard:
 - a. Between Cirby Way and Blue Oaks Boulevard, 45 mph,
 - b. Between Blue Oaks Boulevard and northern city limits, 40 mph;
37. Freedom Way:
 - a. Between Industrial Avenue and Washington Boulevard, 40 mph;
38. Galilee Road:
 - a. Between Pleasant Grove Boulevard and Industrial Avenue, 35 mph;
39. Galleria Boulevard:
 - a. Between Harding Boulevard and Roseville Parkway, 45 mph,
 - b. Between Roseville Parkway and SR-65, 40 mph;
40. Gibson Drive:

- a. Between Roseville Parkway (E) and Roseville Parkway (W), 40 mph;
- 41. Hallissy Drive:
 - a. Between Washington Boulevard and Pleasant Grove Boulevard, 30 mph;
- 42. Harding Boulevard:
 - a. Between Douglas Boulevard and Estates Drive, 30 mph,
 - b. Between Estates Drive and Lead Hill Boulevard, 35 mph,
 - c. Between Lead Hill Boulevard and Wills Road, 40 mph;
- 43. Hayden Parkway:
 - a. Between Fiddymment Road and Blue Oaks Boulevard, 35 mph;
- 44. Highland Park Drive:
 - a. Between Fairway Drive and Pleasant Grove Boulevard, 30 mph,
 - b. Between Pleasant Grove Boulevard and Stanford Ranch, 35 mph;
- 45. Hillsborough Drive:
 - a. Between East Roseville Parkway and Eureka Road, 35 mph;
- 46. Industrial Avenue:
 - a. Between Northern city limits and Washington Boulevard, 45 mph;
- 47. Junction Boulevard:
 - a. Between Baseline Road and Foothills Boulevard, 45 mph,
 - b. Between Foothills Boulevard and Washington Boulevard, 40 mph;
- 48. Kennerleigh Parkway:
 - a. Between Pleasant Grove Boulevard and Bob Doyle Drive, 35 mph;
- 49. Kenroy Lane:
 - a. Between Riverside Avenue and end, 25 mph;
- 50. Lead Hill Boulevard:
 - a. Between Harding Boulevard and North Sunrise Avenue, 35 mph,
 - b. Between North Sunrise Avenue and East Roseville Parkway, 40 mph;
- 51. Main Street:

- a. Between Foothills Boulevard and Porter Drive, 35 mph;
- 52. Market Street:
 - a. Between Pleasant Grove Boulevard and westerly end, 35 mph;
- 53. McAnally Drive:
 - a. Between Foothills Boulevard and Woodcreek Oaks Boulevard, 35 mph;
- 54. Melody Lane:
 - a. Between Cirby Way and West Whyte Avenue, 35 mph;
- 55. Miners Ravine Drive:
 - a. Between Sierra College Boulevard and Copperleaf Street, 30 mph;
- 56. Monument Drive:
 - a. Between Pleasant Grove Boulevard and Bob Doyle Drive, 30 mph;
- 57. New Meadow Drive:
 - a. Between Blue Oaks Boulevard and Parkside Way, 35 mph;
- 58. Niblick Drive:
 - a. Between Blue Oak Boulevard and end, 35 mph;
- 59. North Cirby Way:
 - a. Between Thistle Down Drive and East Roseville Parkway, 35 mph;
- 60. Northpark Drive:
 - a. Between Woodcreek Oaks Boulevard and Parkside Drive, ~~35~~ 30 mph;
- 61. North Sunrise Avenue:
 - a. Between Douglas Boulevard and Lead Hill Boulevard, 35 mph,
 - b. Between Lead Hill Boulevard and East Roseville Parkway, 40 mph;
- 62. Oak Crest Drive:
 - a. Between Alexandra Drive and Frensham Drive, 25 mph;
- 63. Old Auburn Road:
 - a. Between South Cirby and the easterly city limit line, 45 mph,
 - b. Between Sierra College Boulevard and East Roseville Parkway, 35 mph,

- c. Between South Cirby and the southern city limit line, 35 mph;

64. Old Washington Blvd:

- a. Between Atlantic Street and Republican Alley, 15 mph;

~~64~~65. Olympus Drive:

- a. Between Professional Drive and East Roseville Parkway, 30 mph,
- b. Between East Roseville Parkway and Sierra College Boulevard, 40 mph;

~~65~~66. Opal Drive:

- a. Between Crocker Ranch Road and Parkside Way, 35 mph;

~~66~~67. Opportunity Drive:

- a. Vineyard Road and end, 30 mph;

~~67~~68. Orchard View Road:

- a. Between Blue Oaks Boulevard and Harcourt Way, 30 mph;

~~68~~69. Orlando Avenue:

- a. Between Cirby Way and Riverside Avenue/Auburn Boulevard, 40 mph;

~~69~~70. Painted Desert Drive:

- a. Between Prairie Woods and Woodcreek Oaks, 30 mph;

~~70~~71. Parkhill Drive:

- a. Between McLaren Drive and East Roseville Parkway, 35 mph;

~~71~~72. Parkside Drive:

- a. Between Opal Drive and Diamond Creek Boulevard, 35 mph,
- b. Between Diamond Creek and McCloud Way, 25 mph,
- c. Between McCloud Way and New Meadow Drive; 35 mph;

~~72~~73. Park Regency Drive:

- a. Between Hiawatha Drive and Junction Boulevard, 30 mph,
- b. Between Junction Boulevard and Casterbridge Drive, 35 mph;

~~73~~74. P.F.E. Road:

- a. Between Atkinson Street and the western city limits, 45 mph;

~~74~~75. Phillip Road:

- a. Between Westpark Drive and end, 40 mph;

~~75~~76. Pioneer Road:

- a. Between Pleasant Grove Boulevard and Trehowell Drive, 30 mph;

~~76~~77. Pleasant Grove Boulevard:

- a. Between western city limits and Rocklin city limits, 45 mph;

~~77~~78. Prairie Woods Way:

- a. Between Blue Oaks and Painted Desert, 30 mph;

~~78~~79. Professional Drive:

- a. Between Rocky Ridge Drive and Olympus Drive, 30 mph;

~~79~~80. Reserve Drive:

- a. Between Diamond Oaks Road and Roseville Parkway, 25 mph,
- b. Between Diamond Oaks Road and Berry Street, 35 mph;

~~80~~81. Riverside Avenue:

- a. Between I-80 and Darling Way, 35 mph,
- b. Between Darling Way and Douglas Boulevard, 25 mph;

~~81~~82. Rocky Ridge Drive:

- a. Between East Roseville Parkway and Cirby Way, 40 mph;

~~82~~83. Roseville Parkway:

- a. Between Washington Boulevard and Taylor Road, 45 mph;

~~83~~84. Roseville Road:

- a. Between Cirby Way and the southern city limits, 45 mph;

~~84~~85. Santa Clara Drive:

- a. Between Douglas Boulevard and Sierra Gardens Drive, 30 mph;

~~85~~86. Scarborough Drive:

- a. Between Secret Ravine Parkway and northern city limits, 40 mph;

~~86~~87. Secret Ravine Parkway:

- a. Between East Roseville Parkway and Sierra College Boulevard, 45 mph;
- ~~87~~88. Sierra Boulevard:
 - a. Between Roseville Street and Alta Vista, 30 mph;
- ~~88~~89. Sierra College Boulevard:
 - a. Between Olympus Drive and Old Auburn Road, 45 mph,
 - b. Between Olympus and city limits, 50 mph;
- ~~89~~90. Sierra Gardens Drive:
 - a. Between Douglas Boulevard and North Sunrise Avenue, 30 mph;
- ~~90~~91. South Cirby Way:
 - a. Between Rocky Ridge Drive and Old Auburn Road, 40 mph;
- ~~91~~92. Stanford Ranch Road:
 - a. Between Highway 65 and northern city limits, 40 mph;
- ~~92~~93. Stone Point Drive:
 - a. Between North Sunrise and Rocky Ridge Drive, 35 mph;
- ~~93~~94. Sun City Boulevard:
 - a. Between Pleasant Grove Boulevard and Del Webb Boulevard, 35 mph;
- ~~94~~95. Sunrise Avenue:
 - a. Between Douglas Boulevard and Cirby Way, 35 mph,
 - b. Between Cirby Way and city limits, 40 mph;
- ~~95~~96. Taylor Road:
 - a. Between Eureka Road and northern city limits, 45 mph;
- ~~96~~97. Trehowell Drive:
 - a. Between Chase Drive and Pioneer Road, 30 mph;
- ~~97~~98. Trestle Road:
 - a. Between Roseville Parkway and Hallissy Drive, 25 mph;
- ~~98~~99. Vernon Street:
 - a. Between Folsom Road and Riverside Avenue, 25 mph,

- b. Between Riverside Avenue and 6th Street, 35 mph,
- c. Between 6th Street and Cirby Way, 40 mph;

~~99~~100. Village Green Drive:

- a. Between Fiddymment Road and Bob Doyle Drive, 35 mph;

~~100~~101. Vineyard Road:

- a. Between Atkinson Street and Brady Lane, 40 mph;

~~101~~102. Washington Boulevard:

- a. Between Oak Street and Elefa Street, 35 mph,
- b. Between Elefa Street and Blue Oaks Boulevard, 45 mph;

~~102~~103. Westbrook Boulevard:

- a. Between Pleasant Grove Boulevard and Payson Avenue, 40 mph;

~~103~~104. Westhills Drive:

- a. Between Fiddymment Road and Morningstar Drive, 35 mph;

~~104~~105. Westpark Drive:

- a. Between Phillip Road and Bickleigh Loop, 45 mph,
- b. Between Bickleigh Loop and Bob Doyle Drive, 35 mph;

~~105~~106. Woodcreek Oaks Boulevard:

- a. Between Baseline Road and Horncastle Avenue, 40 mph,
- b. Between Horncastle Avenue and Blue Oaks Boulevard, 45 mph;
- c. Between Blue Oaks Boulevard and northern city limits, 40 mph;

~~106~~107. Yosemite Street:

- a. Between Atlantic Street and Shasta Street, 25 mph.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS

MAYOR

ATTEST:

City Clerk

TABLE 1

Street	From	To	Existing Speed Limit	Current 85th	Previous 85th	Proposed Speed Limit
Proposed Decreases						
Northpark Dr.	Woodcreek Oaks Blvd.	Parkside Wy.	35	36.0	38.0	30
New Survey						
Old Washington Blvd.	Atlantic St.	Republican Al.	25	17.5	N/A	15
No Change						
Atkinson St.	Foothills Blvd.	Church St.	40	45.6	46.2	40
Auburn Blvd.	Riverside Ave.	City Limits	35	40.7	40.4	35
Automall Dr.	N .Sunrise Ave.	N. Sunrise Ave.	30	34.4	34.5	30
Casa Sedona Dr.	Fiddymment Rd.	Crocker Ranch Rd.	30	34.0	34.0	30
Chase Dr.	E. Roseville Pkwy.	Heritage Dr.	30	32.5	34.0	30
Crocker Ranch Rd.	Blue Oaks Blvd.	Opal Dr.	35	37.5	39.0	35
Diamond Creek Blvd.	Blue Oaks Blvd.	Parkside Wy.	35	34.5	35.5	35
Fairway Dr.	Pleasant Grove Blvd.	Stanford Ranch Rd.	40	42.3	42.8	40
Fiddymment Rd.	Blue Oaks Blvd.	Northern City Limits	45	51.1	52.3	45
Gibson Dr.	Roseville Pkwy (E)	Roseville Pkwy. (W)	40	45.3	44.3	40
Highland Park Dr.	Pleasant Grove Blvd.	Fairway Dr.	30	32.0	32.0	30
Hillsborough Dr.	Eureka Rd.	E. Roseville Pkwy.	35	31.5	39.5	35
Junction Blvd.	Baseline Rd.	Woodcreek Oaks Blvd.	45	51.4	51.3	45
Main St.	Foothills Blvd.	Porter Dr.	35	42.2	42.3	35
Market St.	Pleasant Grove Blvd.	End (south)	35	39.5	40.5	35
N. Sunrise Ave.	Eureka Rd.	E. Roseville Pkwy.	40	45.6	46.5	40
Old Auburn	S Cirby Wy.	Eastern City Limits	45	49.8	44.4	45
Olympus Dr.	Professional Dr.	Roseville Pkwy. (W)	30	30.5	36.4	30
Opal Dr.	Crocker Ranch Rd.	Parkside Wy.	35	35.6	37.9	35
Orchard View Rd.	Blue Oaks Blvd.	Harcourt Wy.	30	39.0	36.0	30
Painted Desert Dr.	Woodcreek Oaks Blvd.	End (west)	30	34.5	33.5	30
Park Regency Dr.	Hiawatha Dr.	Junction Blvd.	30	34.0	35.5	30
Park Regency Dr.	Junction Blvd.	Casterbridge Dr.	35	42.5	42.0	35
Parkside Way	McCloud Wy.	New Meadow Dr.	35	40.0	41.5	35
Parkside Way	Diamond Creek Blvd.	McCloud Wy	25	29.0	28.5	25
Pioneer Rd.	Pleasant Grove Blvd.	Trehowell Dr.	30	31.0	35.5	30
Pleasant Grove Blvd.	Roseville Pkwy.	Eastern City Limits	45	45.4	49.0	45
Professional Dr.	Douglas Blvd.	Olympus Dr.	30	31.0	31.3	30
Professional Dr.	Rocky Ridge Dr.	Eureka Rd.	30	37.0	35.3	30
Sun City Blvd.	Pleasant Grove Blvd.	Del Webb Blvd.	35	40.6	38.2	35
Trehowell Dr.	Chase Dr.	Pioneer Rd.	30	34.0	33.0	30
Washington Blvd.	Blue Oaks Blvd.	Pleasant Grove Blvd.	45	51.8	52.1	45
Woodcreek Oaks Blvd.	Horncastle Ave.	Blue Oaks Blvd.	45	48.9	49.1	45



COUNCIL COMMUNICATION

CC #: 0285

File #: 0201-01 & 0113-02

Title: Fiscal Year 2019-20 Community Development Block Grant - Budget Adjustment

Contact: Melissa Hagan 916-774-5476 mhagan@roseville.ca.us

Meeting Date: 9/18/2019

Item #: 7.20.

RECOMMENDATION TO COUNCIL

Staff requests that the City Council adopt an ordinance approving a budget adjustment in the amount of \$151,522.00 to:

- Realign the approved Fiscal Year (FY) 2019-20 Community Development Block Grant (CDBG) budget with the federal entitlement award and City Council funding approvals from its April 17, 2019 meeting; and
- Approve an increase in CDBG available funding, unspent from the prior year, bringing the total budget to \$812,758.00.

BACKGROUND

The City became a CDBG entitlement jurisdiction in 1986. These annual grants fund affordable housing, public facilities and improvements, planning, program administration, and public service activities. The annual grant funding is allocated through the federal Department of Housing and Urban Development (HUD) and is subject to the federal budgeting process.

In May 2019, HUD awarded the City of Roseville \$651,910.00 as our entitlement grant for FY2019-20. Due to the timing of the official award notice from HUD coming after the deadline for budget development, the actual grant award and project spending plan with specific line items were unable to be included for budgeting purposes. With limited information, and consistent with prior years, the City Council approved a budget totaling \$661,236.00 based on the prior year grant award that would be adjusted when the award became final.

Additionally, as in previous years, there is entitlement funding available to be drawn down from HUD that was not spent in the previous year. Staff completed an analysis at year-end and determined that \$160,848.00 of council-approved expenditures for FY2018-19 have not been completed and can be re-budgeted for FY2019-20. This funding availability from prior program years will be used on City improvement projects that benefit low income neighborhoods and populations, including owner-occupied rehabilitation loans, labor compliance monitoring, the Advocates for Mentally Ill Housing (AMIH) Solar Project on Main Street and related project costs, as previously approved by Council. These funds cannot be used for public services or

administrative costs since those funding categories have 15% and 20% caps, respectively.

The total funding available for FY2019-20 is the entitlement grant of \$651,910.00 (\$9,326.00 lower than the budget estimate) plus unspent funding availability of \$160,848.00 for a total of \$812,758.00.

Table 1 summarizes the original adopted budget and Table 2 indicates the changes that increase the budget. The budget adjustment item detail is included as Attachment A.

Table 1

Budget Item Detail Description	PUBLIC SERVICE GRANTS (15%)	ADMIN (20%)	PUBLIC IMPROVE	REHAB	REVENUE
CDBG REVENUE - PROGRAM					528,989
CDBG REVENUE - ADMIN					132,247
DEFERRED LOANS - REHAB				422,544	
PUBLIC SERVICE GRANTS	99,185				
CONSULTANT & PARTNERSHIPS		6,500			
ZOOMGRANTS - SOFTWARE		3,250			
OFFICE, ADVERTISING, POSTAGE, TRAINING		6,360			
SALARY & BENEFITS		123,397			
TOTAL ADOPTED BUDGET	99,185	139,507	-	422,544	661,236

Table 2

CDBG REVENUE					160,848
CDBG REVENUE					(7,461)
CDBG REVENUE					(1,865)
OTHER INTERNAL CHARGES		(9,125)			
DEFERRED LOANS GRANTED			40,000		
PUBLIC SERVICE GRANTS	(1,685)				
DEFERRED LOANS GRANTED				(319,556)	
PUBLIC IMPROVEMENTS-AMIH SOLAR PROJECT			85,500		
PUBLIC IMPROVEMENTS-GATHERING INN BATHROOM			330,888		
PUBLIC IMPROVEMENTS-LAZARUS PROJECT			25,500		
TOTAL ADJUSTMENTS	(1,685)	(9,125)	481,888	(319,556)	151,522
TOTAL ADJUSTED BUDGET	97,500	130,382	481,888	102,988	812,758

FISCAL IMPACT

This item requests that the City Council approve a budget adjustment in the net amount of \$151,522.00 for the CDBG federal grant program. The budget adjustment includes \$160,848.00 resulting from unspent availability from the prior year, net of a \$9,326.00 reduction due to overestimating the original budget amount, bringing the total budget to \$812,758.00 for FY2019-20. The source of funds for the CDBG program expenditures is from federal grant funds. This budget adjustment has no impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

The Council of Economic Advisers (CEA), a three-member council that analyzes and interprets economic developments and advises the White House on national economic policy, purports that total employment not only includes direct and indirect jobs, but also induced jobs. CEA estimates that total employment is increased by one job-year (one job for one year) for every \$92,000 in direct government spending. Since this budget adjustment is for carryover funding and re-alignment of the adopted budget, the job-years were already calculated for the CDBG funding when this item originally went to Council.

ENVIRONMENTAL REVIEW

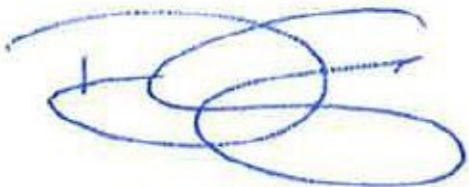
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The FY2019-20 CDBG budget adjustment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Melissa Hagan, Administrative Analyst

Laura Matteoli, Economic Development Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6141

FY2019-20 BUDGET ADJUSTMENT

FY2019-20 CDBG BUDGET ITEM DETAIL

ORDINANCE NO. 6141

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2019-20, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for unspent FY2018-19 CDBG funds, per request of the Economic Development Department, as listed on the attached Request for Budget Adjustment totaling \$151,522.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**CDBG BUDGET ITEM DETAIL
FY2019-20**

Expenditures:

Amount	Fund	Account	Center	Account Description	Description	ADOPTED BUDGET	ADJUSTED BUDGET
(9,125.00)	2201	5080	54011	OTHER INTERNAL CHARGES	REDUCE SECONDARY LABOR BUDGET DUE TO DECREASE IN FINAL AWARD	139,507.00	130,382.00
40,000.00	2201	5570	54011	GRANTS	INCREASE FUNDING FOR PROJECT LABOR COMPLIANCE	-	40,000.00
(1,685.00)	2201	5571	54011	PUBLIC SERVICE GRANTS	REDUCE PUBLIC SERVICES BUDGET DUE TO DECREASE IN FINAL AWARD	99,185.00	97,500.00
85,500.00	2201	5570	54011	GRANTS	AMIH SOLAR PROJECT IMPROVEMENT		85,500.00
330,888.00	2201	5570	54011	GRANTS	GATHERING INN BATHROOM IMPROVEMENTS	-	330,888.00
25,500.00	2201	5570	54011	GRANTS	LAZARUS PROJECT		25,500.00
(319,556.00)	2201	5579	54011	REHAB	RE-ALLOCATE BUDGET IN REHAB LINE ITEM TO VARIOUS OTHER LINE ITEMS	422,544.00	102,988.00
151,522.00	TOTAL BUDGET ADJUSTMENT-EXPENDITURES					661,236.00	812,758.00

Revenues:

Amount	Fund	Account	Center	Account Description	Description	ADOPTED BUDGET	ADJUSTED BUDGET
151,522.00	2201	4401	54011	CDBG REVENUE	INCREASE AVAILABLE FUNDING REVENUE FROM UNSPENT AVAILABILTY FROM PRIOR YEAR	661,236.00	812,758.00

ATTACHMENT A



COUNCIL COMMUNICATION

CC #: 0309

File #: 0323 & 0201-01

Title: Placer County Health and Human Services - Contract Amendment and Budget Adjustment

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

Meeting Date: 9/18/2019

Item #: 7.21.

RECOMMENDATION TO COUNCIL

It is recommended that the Council adopt a resolution authorizing the City Manager to sign the Contract Amendment with Placer County Department of Health and Human Services (HHS) for Commercially Sexually Exploited Children (CSEC) Intervention, and adopt an ordinance approving a budget adjustment amending the Police Department's Fiscal Year 2019-20 budget in the amount of \$74,298.00.

BACKGROUND

The Police Department has been awarded state funding, via Placer County HHS, for an amended amount not to exceed \$134,500.00. The purpose of these funds is to offset the cost incurred in the pursuit of human trafficking operations. The budget adjustment will add \$74,298.00 to the Police Department's FY2019-20 budget to cover overtime personnel expenses, costs for training, travel, transportation, lodging, meals, supplies and equipment. After each operation is completed, the City will be reimbursed by Placer County HHS.

Placer County, through its HHS department, wishes to pursue human trafficking operations in an effort to identify and respond to the specific needs of commercially-exploited youth, and to hold their traffickers accountable with the assistance of the Police Department's Crime Suppression Unit (CSU). Roseville's CSU team is experienced with conducting operations to identify and intervene in the commercial sexual exploitation of children, and has agreed to provide their services with this endeavor. The agreement was made operative as of the 1st day of January 2018, and will remain operative through June 30, 2020.

The proposed budget adjustment is in the amount of \$74,298.00, consisting of the recent award amendment of \$61,000.00 and \$13,298.00 of unspent funds from the FY2018-19 award amount. The City was awarded \$73,500.00 in FY2018-19, and will be awarded \$61,000.00 in FY2019-20, taking the total not-to-exceed award to \$134,500.00.

FISCAL IMPACT

The budget adjustment will add \$74,298.00 to the Police Department's FY2019-20 budget for the payment of approved grant-funded salaries or other expenses. The City will later be reimbursed for incurred expenses by state funds through HHS. There will be no net fiscal impact to the City's General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA environment (CEQA Guidelines §15061(B)(3)).

Respectfully Submitted,

Shelly Bracco, Administrative Analyst

James Maccoun, Police Chief

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-418

HHS CSEC Amended Contract FY20

Ordinance No. 6144

HHS CSEC Budget Adjustment

RESOLUTION NO. 19-418

APPROVING A CONTRACT AMENDMENT WITH PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES REGARDING THE COMMERCIALLY SEXUALLY EXPLOITED CHILDREN (CSEC) INTERVENTION PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract amendment with Placer County Department of Health & Human Services, regarding the Commercially Sexually Exploited Children (CSEC) Intervention program, 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; 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

**CONTRACT AMENDMENT
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION:	Commercially Sexually Exploited Children (CSEC) Intervention
CONTRACT NO.	CN005974B
BEGINS:	01/01/2018 January 1, 2018
ENDS:	06/30/2019 June 30, 2020
ADMINISTERING AGENCY:	Health and Human Services, Children's System of Care

Description: Second amendment to this contract with **the City of Roseville**, a municipal corporation, hereinafter referred to as "CITY", to extend the term of the contract and to allocate additional funds to those listed in Section 3 and Exhibit B-1, Funding Provisions.

WHEREAS, COUNTY wishes to pursue human trafficking operations in an effort to identify and respond to the specific needs of commercially sexually-exploited youth, and to hold their traffickers accountable, and

WHEREAS, CITY's crime suppression unit (CSU) is experienced with conducting operations to identify and intervene in the commercial sexual exploitation of children, and has agreed to provide services to assist in this venture as outlined below, and

WHEREAS, COUNTY wishes to extend the term of the agreement through June 30, 2020, and

WHEREAS, COUNTY wishes to allocate additional funds to support the services listed Exhibit A-1, Scope of Services, through the additional term, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

NOW, THEREFORE, IT IS AGREED BY BOTH PARTIES THAT, EFFECTIVE June 1, 2019, the following amendment is made to the original contract, additions are shown in bold italics, deletions are shown in strike-through:

1. **SERVICES:** CITY agrees to provide COUNTY with human tracking prevention operations, as set forth in **Exhibit A-1 titled Scope of Services**, attached hereto and incorporated herein by this reference.
3. **FUNDING:** COUNTY will issue funding to CITY for all services rendered pursuant to this Agreement in the amount set forth in **Exhibit B-2, titled Funding Provisions**. The funding specified in Exhibit B-2 shall be the only funding made to CITY for services rendered pursuant to this Agreement. The total amount of this contract and funding made under this Agreement shall not exceed ~~Seventy-Three Thousand Five Hundred Dollars (\$73,500)~~ **One Hundred Thirty-Four Thousand Five Hundred Dollars (\$134,500)**. This rate shall be inclusive of all CITY costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CITY shall charge for travel according to the Federal General Services Administration (GSA) guidelines.
6. **EXHIBITS:** All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A-1, Exhibit B-1-2, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of CITY identified in more than one location

will be construed such that the provisions mandating the greater obligations shall control.

7. **CONTRACT TERM:** This Agreement shall remain in full force and effect from January 1, 2018 through ~~June 30, 2019~~ **June 30, 2020**. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

Exhibit A ("Scope of Services") is hereby amended and replaced in its entirety with Exhibit A-1, as attached hereto and incorporated herein.

Exhibit B-1 ("Funding Provisions") is hereby amended and replaced in its entirety with Exhibit B-2, as attached hereto and incorporated herein.

Exhibit D ("Assurance of Compliance Agreement") is hereby amended and replaced in its entirety with Exhibit D-1, as attached hereto and incorporated herein.

Exhibit E-1 ("GRANTS – Special Terms and Conditions") is hereby amended and replaced in its entirety with Exhibit E-2, as attached hereto and incorporated herein.

All other terms and conditions of the original contract shall remain unchanged, and in full force and effect.

// Signatures on the following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Contract Amendment as of the day first above stated:

CITY OF ROSEVILLE ("CITY")*

Dominick Casey, City Manager,
City of Roseville

Date: _____

COUNTY OF PLACER ("COUNTY")

Jeffrey S. Brown, Director,
Department of Health & Human Services

Date: _____

Approved as to Form
City Attorney

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____

With the exception of Exhibits A-1, B-2, D-1, and E-2, exhibits are not attached. Please reference the original contract, or previous amendment, for these exhibits.

EXHIBITS:

Exhibit A-1 – Scope of Services
Exhibit B-1-2 – Funding Provisions
Exhibit C – Insurance and Indemnification Requirements
Exhibit D-1 – Assurance of Compliance Agreement
Exhibit E-1-2 – GRANTS - Special Terms and Conditions

*Amendment must have two signatures, one in each of the two categories of corporate offices indicated above. Check the box indicating the corporate office of the signing party. The same person may sign the contract twice if that person holds an office in each of the two categories. (California Corporations Code § 313) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. A copy of the most recent resolution must be sent with the signed contract, even if it is the same as the previous year.

SCOPE OF SERVICES

The City of Roseville, through its Police Department, Crime Suppression Unit ("CSU"), pursues human trafficking operations to identify victims, arrest exploiters ("Pimps"), and educate and/or arrest customers ("Johns").

CSU will coordinate with ~~Stand Up Placer, Inc.~~ **KidsFirst Child Abuse Prevention Council**, the Placer County Probation Department the Placer County District Attorney's Office, Placer County Sheriff's Office, and the Placer County Children's System of Care (CSOC), **the City of Rocklin Police Department, the City of Auburn Police Department and the City of Lincoln Police Department** and provide confidential operations wherein minor victims of human trafficking (hereafter known as Commercial Sexual Exploitation of Children, or CSEC), will be discovered, identified, and referred to CSOC for appropriate housing and treatment. The parties expect to execute a separate MOU entitled "County of Placer Memorandum of Understanding Commercially Sexually Exploited Children and Those at Risk for Exploitation Interagency Protocol", which will govern the parties' coordination and sharing of confidential information in greater detail.

In addition to providing services, CSU will also identify and refer for prosecution to the Placer County District Attorney's Office those Pimps who are exploiting minors through these operations.

FUNDING PROVISIONS

COUNTY will fund CITY in the amount of ~~Sixty-One Thousand Dollars (\$61,000)~~ **One Hundred Twenty-Two Dollars (\$122,000)** for staff, transportation, hotel costs, and all training expenses related to and associated with Human Trafficking Training, to fulfill the grant requirements set forth in the Scope of Work, Exhibit A-1. COUNTY will fund a one-time amount of Twelve Thousand Five Hundred Dollars (\$12,500) for equipment costs for video and audio equipment related to the services outlined in the Scope of Work, Exhibit A-1 and which will directly be used for the purposes of the grant. The total contractual obligation shall not exceed ~~Seventy-Three Thousand Five Hundred Dollars (\$73,500)~~ **One Hundred Thirty-Four Thousand Five Hundred Dollars (\$134,500)** for the contract term.

**ASSURANCE OF COMPLIANCE AGREEMENT
NONDISCRIMINATION IN STATE AND FEDERALLY-ASSISTED PROGRAMS**
(Per CDSS All County Information Notice No. I-44-00)

In accordance with the California Department of Social Services (CDSS), all contractors providing services funded through CDSS are required to comply with the requirements of CDSS Manual of Policies and Procedures, Division 21. **CONTRACTORCITY** shall, concurrent with this Agreement, execute and comply with all requirements contained herein. **CONTRACTORCITY** and CONTRACT ADMINISTRATOR shall, with oversight from the COUNTY Civil Rights Coordinator, develop and implement a plan to allow COUNTY to monitor **CONTRACTORCITY'S** non-discrimination and civil rights policies and procedures, as required by CDSS. Monitoring shall include, but is not limited to: accommodation of individuals with hearing impairments, visual impairments and other disabilities; appropriate language services, including bilingual interpreters available to provide services and how written information is effectively communicated to non-English-speaking and limited-English-proficient individuals; adequate **CONTRACTORCITY** staff training in the civil rights and cultural awareness requirements of Division 21; and procedures on informing participants of their civil rights.

CONTRACTORCITY hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code, Section 11135-11139.5, as amended; California Government Code, Section 12940(c), (h)(1), (i), and (j); California Government Code, Section 4450; 2 CCR §11140 – 11200; the Dymally-Alatorre Bilingual Services Act; Section 1808 of the Removal of Barriers to Inter Ethnic Adoption Act of 1996, and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of age, sex, color, disability, national origin, race, marital status, religion or political affiliation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby gives assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the **CONTRACTORCITY** hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting this assurance, the **CONTRACTORCITY** agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the **CONTRACTORCITY** directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

GRANTS - Special Terms and Conditions

This Agreement is a Grant Agreement in which COUNTY is the grantor or the sub-grantor. The project description is contained in the introductory paragraphs of the base Agreement and in Exhibit A-1, Scope of Services. This grant serves the following public purpose:

- Benefits the public by preventing and reducing the exploitation of children in the community, as well as discouraging future traffickers from entering the Roseville City limits to conduct illicit business of prostitution and trafficking.

1. Sole Use. ~~CONTRACTOR~~**CITY** agrees to use the County funds solely for the purposes of the project as identified in the Agreement.

2. Open to Public. The grant project will be open to the members of the public the grant was designed to serve.

3. Right of Control. The Placer County Board of Supervisors reserves the right of control over all discretionary decisions related to expenditure of County funds. In approving this grant Agreement the Placer County Board of Supervisors, either directly or through a delegation of its authority, makes the finding that this grant serves a public purpose by promoting the general welfare of the County and its inhabitants, thus benefitting the County.

4. Equipment: COUNTY discourages the use of grant funds for the purchase or maintenance of equipment, materials, supplies or property of any kind. However, where the grant identifies a service project that will be carried out with the grant funds, and identifies that a portion of the grant funds will be used to purchase equipment that will be directly used to carry out the service project, ~~CONTRACTOR~~**CITY** may use grant funds to purchase the equipment. These grant funds may not be used toward the purchase of real property. These grant funds may not be used toward the purchase or maintenance of equipment, materials, or supplies, as defined in OMB 2 CFR Part 200 unless those are specifically identified in Exhibit B-1-2, Funding Provisions. Any such identification would include details of purchase price and portion of grant funds to be used toward the purchase. ~~CONTRACTOR~~**CITY** agrees that such equipment, materials, supplies or property will be directly used to carry out the service project(s) that this grant funds. Capital equipment purchased with grant funds shall be the property of the State or COUNTY, as appropriate.

5. Written accounting. The ~~contractor~~**CITY** will provide a written accounting of County funds expended on a quarterly basis, or more frequently if requested in a writing by the CONTRACT ADMINISTRATOR. ~~Contractor~~**CITY** will provide a final accounting upon expenditure of all County funds or upon completion of the project to support a finding that that expenditures have been made in accordance with the grant agreement.

ORDINANCE NO. 6144

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2019-20, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for Commercially Sexually Exploited Children (CSEC) grant funds via Placer County Health and Human Services Department, per the request of the Police Department, as listed on the attached Request for Budget Adjustment in the amount of \$74,298.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

REQUEST FOR BUDGET ADJUSTMENT



COUNCIL COMMUNICATION

CC #: 0308

File #: 0323 & 0201-01

Title: Family Mobile Crisis Team - Contract Amendment and Budget Adjustment

Contact: Brian Lewis 916-746-1051 blewis@roseville.ca.us

Meeting Date: 9/18/2019

Item #: 7.22.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution approving a contract amendment to the Co-Location and Liaison for Family Mobile Crisis Team (FMCT) program to correct the reimbursement amount, and adopt an ordinance to approve a budget adjustment amending the Fiscal Year 2019-20 budget by \$19,460.00 based on the contract reimbursement.

BACKGROUND

The Roseville Police Department and Placer County Health and Human Services have a long-standing working relationship to coordinate child abuse and neglect investigations, child trafficking intervention, domestic violence reporting, and safety of families. With the creation and implementation of the Placer County Mobile Crisis Teams, the department and the City have both seen a positive impact, and reduced first responder service needs with adult individuals who are connected to and receive services from Mobile Crisis Teams.

The current Mobile Crisis Team model does not support children under the age of 16. Under this contract, the County is able to provide family mobile crisis services, and desires to provide funds to the City by assisting the County in identifying and responding to family crises to de-escalate and connect them with services before inpatient or other highly stigmatizing and traumatic interventions are necessary. The Roseville Police Department is an experienced community resource called out to respond and intervene in dangerous and crisis situations. With the collaboration of officers and Family Mobile Crisis Team members, the program will reduce calls for service and improve the quality of life for children and families who are supported by this model. Such responses will involve calls requesting assistance for a child and youth's mental health crisis but may also involve calls for assistance with a youth who is out of parental control, alcohol and/or drug use, substance abuse, family crisis, family interventions, and other family conflicts. A more immediate response in the field will accelerate the capacity to address the youth and family issues, reduce trauma, and begin short-term follow-up and case management services immediately to begin the healing process.

The contract was initiated in April 2019 and ends June 30, 2021. Funding for the contract is a not-to-exceed amount of \$33,195.00, however, Exhibit B of the contract listed the total amount

payable to City as \$35,503.00. This amendment will correct the discrepancy, and the budget adjustment will appropriate funds to the Police Department's FY2019-20 budget with offsetting revenue. The Police Department will request the remaining \$13,734.00 in the FY2020-21 budget.

The Police Department is including a budget adjustment with this amendment because it was not done with the original contract.

FISCAL IMPACT

The budget adjustment will add \$19,460.00 to the Police Department's FY2019-20 budget for the reimbursement of co-location to, as well as services and support by, the Roseville Police Department.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable to this Contract for Services.

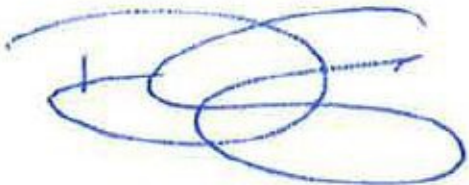
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA environment (CEQA Guidelines §15061(B)(3)).

Respectfully Submitted,

Shelly Bracco, Administrative Analyst

James Maccoun, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 19-417

HHS MFCT Amended Contract FY20

Ordinance No. 6143

Budget Adjustment

RESOLUTION NO. 19-417

APPROVING A CONTRACT AMENDMENT WITH PLACER COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES REGARDING THE CO-LOCATION AND LIAISON FOR FAMILY MOBILE CRISIS TEAM (FMCT) PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract amendment with Placer County Department of Health and Human Services, regarding the Co-Location and Liaison for Family Mobile Crisis Team (FMCT) program, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**CONTRACT AMENDMENT
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION: Co-Location and Liaison for Family Mobile Crisis Team (FMCT) Services
CONTRACT NO. **CN001200A**
BEGINS: February 1, 2019
ENDS: June 30, 2021
ADMINISTERING AGENCY: Health and Human Services, Children's System of Care

Description: First amendment to this contract with **the City of Roseville**, a municipal corporation, hereinafter referred to as "CONTRACTOR", to make a correction to language in Exhibit B, Payment Provisions.

WHEREAS, COUNTY and CITY have a long standing working relationship to coordinate child abuse and neglect investigations, child trafficking intervention, domestic violence reporting, and safety of families, and

WHEREAS, COUNTY is able to provide family mobile crisis services, and

WHEREAS, COUNTY desires to provide funds to CITY to assist COUNTY to identify and respond to family crises to de-escalate and connect with services before inpatient or other highly stigmatizing and traumatic interventions are necessary, and

WHEREAS, CITY is an experienced community resource called out to respond and intervene in dangerous and crisis situations, and has agreed to provide services to assist in this venture as outlined below, and

WHEREAS, COUNTY has determined that it is necessary to modify the agreement in order to make corrections to Exhibit B, in order for it to reflect with accuracy the not to exceed amount as listed in Section 3, Payment, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

NOW, THEREFORE, IT IS AGREED BY BOTH PARTIES THAT, EFFECTIVE February 1, 2019, the following amendment is made to the original contract, additions are shown in bold italics, deletions are shown in strike-through:

3. **PAYMENT:** COUNTY will pay to CITY as full payment for all services rendered pursuant to this Agreement in the amount set forth in ***Exhibit B-1, titled Payment Provisions***. The payment specified in Exhibit B-1 shall be the only payment made to CITY for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed ***Thirty-Three Thousand One Hundred Ninety-Five Dollars (\$33,195)***. This rate shall be inclusive of all CITY costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CITY shall charge for travel according to the Federal General Services Administration (GSA) guidelines.
6. **EXHIBITS:** All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B-1, base agreement, then followed by any remaining exhibits. Responsibilities and

obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of CITY identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.

Exhibit B ("Payment Provisions") is hereby amended and replaced in its entirety with Exhibit B-1, as attached hereto and incorporated herein.

All other terms and conditions of the original contract shall remain unchanged, and in full force and effect.

// Signatures on the following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Contract Amendment as of the day first above stated:

CITY OF ROSEVILLE ("CITY")

Dominick Casey, City Manager,
City of Roseville

Date: _____

COUNTY OF PLACER ("COUNTY")

Jeffrey S. Brown, Director,
Department of Health & Human Services

Date: _____

Approved as to Form
City Attorney

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____

With the exception of Exhibit B-1, exhibits are not attached. Please reference the original contract for these exhibits.

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B-**1** – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements
- Exhibit D – HIPAA Business Associate Agreement-Addendum

PAYMENT PROVISIONS

COUNTY will pay CITY in the amount of \$5,726.25 for the period of February 1, 2019 to June 30, 2019, as full payment for co-location at the Roseville PD location (1051 Junction Blvd, Roseville CA 95679) and for all services and support by the Roseville Police Department Administrator/Liaison (0.1 FTE) as set forth in Exhibit A, Scope of Services. Thereafter, COUNTY will pay CITY in the amount of \$13,734 annually from July 1, 2019 to June 30, 2021 as full payment for co-location at the Roseville PD location (1051 Junction Blvd, Roseville CA 95679) and for all services and support by the Roseville Police Department Administrator/Liaison (0.1 FTE) as set forth in Exhibit A, Scope of Services. The total amount payable by COUNTY to CITY shall not exceed ~~Thirty-Five Thousand Five Hundred and Three Dollars (\$35,503)~~ **Thirty-Three Thousand One Hundred Ninety-Five Dollars (\$33,195)** for the term of this agreement.

ORDINANCE NO. 6143

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2019-20, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for Family Mobile Crisis Team grant funds via Placer County Health and Human Services Department, per the request of the Police Department, as listed on the attached Request for Budget Adjustment in the amount of \$19,460.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Shelly Bracco/ Administrative Analyst FISCAL YEAR: 2020
 PREPARER NAME & TITLE: Shelly Bracco/ Administrative Analyst COUNCIL DATE (if applicable): 9.18.19
 DEPARTMENT/DIVISION: Police/ Administration ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	5395	84001	700012	19,460	Soc Services - Equipment (Family Mobile Crisis Team)
TOTAL				19,460	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4410	84001	700012	19,460	State Grant Reimb for Family Mobile Crisis Team
TOTAL				19,460	

NET ADJUSTMENT	-
----------------	---

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

Justification for Budget Adjustment:

The grant agreement with Placer County Health and Human Services Family Mobile Crisis Team (FMCT) allows for reimbursement through Fiscal Year 2020-21. In FY 2019-20, the Police Department will invoice the County for \$19,460 for co-locating facilities and services and support by the Police Department, including but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses. The Police Department must design and install workspaces for the FMCT and will use the reimbursement to cover the costs. This grant was not included in the Police Department's FY2019-20 budget request. The original Resolution for the FMCT grant agreement is 19-98, but a budget adjustment and grant project were not requested at the time.

REQUIRED APPROVALS:			
 REQUESTING DEPARTMENT HEAD / DESIGNEE	9/4/19 DATE	 BUDGET MANAGER / DESIGNEE	9/4/19 DATE
 CHIEF FINANCIAL OFFICER / DESIGNEE	9/4/19 DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY		DATE	

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 0286

File #: 0709-02-01

Title: Housing Authority Status Report - Housing Choice Voucher Program Activity

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

Meeting Date: 9/18/2019

Item #: 7.23.

RECOMMENDATION TO COUNCIL

The City Council, acting as the Roseville Housing Authority Board, is not required to take any action on this item. This quarterly report is for informational purposes only.

BACKGROUND

Pursuant to the bylaws of the Roseville Housing Authority (RHA), the City Council, acting as the Board of Directors for the Housing 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 rental units that meet program housing standards, are owned by a willing landlord, and are within Rocklin or Roseville city limits. This rental assistance ensures that the household is able to afford rent and live in safe, decent housing. There are 114 RHA vouchers leased-up in the City of Rocklin, 497 leased-up in Roseville, and 9 leased-up in other jurisdictions as port outs (transfers elsewhere).

The RHA is authorized to provide up to 686 households with HCV rental assistance, but actual lease up can be limited based on the program budget and cost per voucher. The 686 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), 35 Veterans Affairs Supportive Housing (VASH) vouchers used with veteran households that come by referral from the Veterans Affairs (VA) Department, and 14 Mainstream vouchers that assist households who have a non-elderly adult person with a disability and are transitioning out of institutional and other segregated settings, or are currently homeless or at risk of becoming homeless. As of July 1, 2019, 77 of the NED vouchers were leased, 32 of the VASH vouchers were leased, and 2 of the Mainstream were leased up. HUD authorized use of the RHA Mainstream vouchers November 1, 2018, the RHA Board approved the limited preference set aside December 5, 2018, and the RHA began accepting pre-applications by direct referral on December 24, 2018.

HUD invited Public Housing Authorities (PHAs) to request VASH vouchers and in July 2019, RHA requested additional VASH vouchers from HUD. In addition, HUD provided a Notice of

Funding Availability (NOFA) for Mainstream vouchers and RHA will submit an application for additional Mainstream vouchers as well. These vouchers will provide additional resources to reduce and prevent homelessness.

Table 1 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), and the Housing Authority is required to be at-least 95% leased up for its voucher allocation or utilizing at last 95% of its annual budget authority. Agencies leasing up at least 98% or more of its allocated vouchers can reach high-performing status. As of July 1, 2019, the lease-up rate for the regular vouchers was 91%; the rate for NED vouchers was 100%, the rate for VASH vouchers was 88%, and the rate for Mainstream vouchers was 7%. The RHA continues to meet the HUD program requirement for high-performing status through 100% expenditure of its annual budget allocation for the program.

The RHA 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 RHA currently has 27 families enrolled in this program, which is within its goal of 25-30 families. Table 1 provides a monthly summary of the RHA’s voucher programs for calendar year 2019 to date:

TABLE 1

	Actual Lease-up of Regular	HUD Regular (562)	Actual Lease-up of Non-Elderly Disabled	HUD Non-Elderly Disabled (75)	Actual Lease-up of VASH	HUD VASH (35)	Actual Lease-up of Main stream	HUD Main stream (14)
January 2019	511	562	75	75	29	35	0	14
February 2019	512	562	74	75	29	35	0	14
March 2019	510	562	72	75	31	35	0	14
April 2019	510	562	75	75	31	35	1	14
May 2019	510	562	76	75	32	35	2	14
June 2019	511	562	76	75	32	35	2	14
July 2019	512	562	77	75	32	35	2	14
YTD Total	3576	3934	525	525	216	245	7	98
YTD % Leased	91%		100%		88%		7%	

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.

The RHA was awarded 14 Mainstream Vouchers in September 2018 and officially provided the vouchers in November 2018. Under the Mainstream Voucher Program, the RHA is required to get 80% of these 14 vouchers leased up by November 2019. As of August 14, 2019, six of the 14 vouchers are leased and six vouchers have been issued to individuals/families who looking for housing. Another six vouchers are scheduled to be issued before the end of September 2019.

There is still a need for owners and managers of housing in Roseville and Rocklin to accept the housing choice voucher so that families can continue to find housing options. The RHA is grateful for its existing partners in the community and continues outreach and appreciation efforts to maintain and build additional housing inventory relationships. In June and August, the RHA co-hosted two Landlord Tenant Fair Housing Trainings as a means for increasing the rental of extra units throughout Placer County and as a means for increasing new landlord participation. These efforts proved fruitful with approximately 100 people in attendance at the trainings and an increase in our landlords working with the RHA and other countywide programs.

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. Through monthly rental assistance payments, the HCV Program invests \$4.3 million into the local rental economy annually.

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.

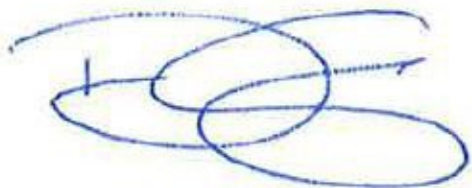
ENVIRONMENTAL REVIEW

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060 (c)(3) and §15378. The Housing Choice Voucher (HCV) Program Quarterly Status Report meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Suzanne Acrell, Housing Analyst

Laura Matteoli, Economic Development 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



COUNCIL COMMUNICATION

CC #: 0289
File #: 0600-02

Title: Out-of-State Travel Request - Environmental Utilities Department
Contact: Bryan Buchanan 916-746-1812 bbuchanan@roseville.ca.us

Meeting Date: 9/18/2019
Item #: 7.24.

RECOMMENDATION TO COUNCIL

Approve out-of-state travel for three Environmental Utilities Department staff members to attend the LOGI Training Conference in Washington, D.C. on October 22 and 23, 2019.

BACKGROUND

The Historical Data Repository Replacement Project (Project) is nearly complete. The Project replaced the existing historical data repository used by the Environmental Utilities Department. The Project also replaced the user interface software, used by users to access data, with a software package called LOGI. Three key staff members were identified to attend training at the LOGI Training Conference in Washington, DC. These staff members will then be leveraged to train the remaining City staff that utilizes the LOGI interface to access data in the new historical data repository.

FISCAL IMPACT

Funding for travel and lodging costs is estimated to be \$7,950.00 and is included in the Historical Data Repository Replacement Project budget.

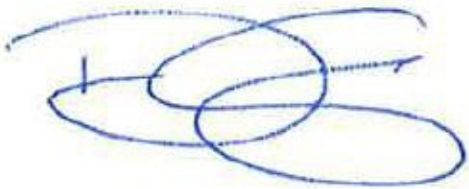
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval for out-of-state travel meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Bryan Buchanan, Principal Engineer

Richard Plecker, Environmental Utilities Director

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

Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 0290
File #: 0600-02

Title: Out-of-State Travel Request - Police Department
Contact: Traci Drake 916-746-1081 tdrake@roseville.ca.us

Meeting Date: 9/18/2019
Item #: 7.25.

RECOMMENDATION TO COUNCIL

Staff requests that Council approve a police officer to travel to Socorro, New Mexico, for a Department of Homeland Security sponsored course for responding to terrorist bombings.

BACKGROUND

The Roseville Police Department shares a regional FBI-certified Explosive Ordnance Disposal Unit with the Rocklin Police Department. They are more commonly known as a bomb squad and they are staffed by police officers who have received specialized training and certification in the handling and disposal of explosive devices. The bomb technicians respond to any call involving suspicious packages, potentially dangerous illegal fireworks and improvised explosive devices.

The Department of Homeland Security has approved for one of our police officers to attend a course involving response to terrorist bombings from October 21, 2019 to October 24, 2019, in Socorro, New Mexico. The training will provide the officer with information regarding current threats to the United States and communities by domestic and international terrorist groups. The officer will learn how to identify Improvised Explosive Devices, identify tactics and techniques used by terrorists, as well as planning for a safe response to a pre-blast and post-blast incident.

FISCAL IMPACT

The Department of Homeland Security pays vendors directly for airfare, lodging and transportation. The student is reimbursed by the Department of Homeland Security for per-diem. There is no cost to the City or impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable to this request for out-of-state travel.

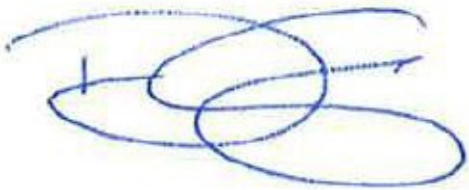
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of out-of-state travel meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Traci Drake, Public Safety Program Coordinator

James Maccoun, Police Chief

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

Dominick Casey, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 0283
File #: 0400-07

Title: Fiddymment Ranch Phase 3 Large Lot Subdivision Final Map
Contact: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 9/18/2019
Item #: 7.26.

RECOMMENDATION TO COUNCIL

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

1. Approve the final map on file with the City Clerk and accept on behalf of the public, the sanitary sewer easement offered thereon, but reject at this time, on behalf of the public, all irrevocable offers of dedication, and approve the abandonment of the irrevocable offers of dedication of the rights of way and easements listed thereon.

BACKGROUND

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

This map will be creating 6 large lots for future development, 1 lot for a public park, 1 lot for a school site, and 2 public open space lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ECONOMIC DEVELOPMENT / JOBS CREATED

Acceptance of the map allows for development of the large lot parcels, resulting in construction jobs.

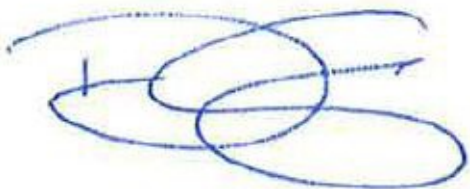
ENVIRONMENTAL REVIEW

Approval of the Fiddymment Ranch Phase 3 Large Lot Subdivision final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Fiddymment Ranch Phase 3 Large Lot Subdivision final map was accomplished with the preparation of the West Roseville Specific Plan EIR (SCH#2002082057) that was certified by the City of Roseville on February 4, 2004 and the Fiddymment Ranch Specific Plan Amendment 3 Subsequent EIR (SCH#201008075) that was certified by the City of Roseville on April 16, 2014. Because the Fiddymment Ranch Phase 3 Large Lot Subdivision final map is consistent with the project evaluated in the West Roseville Specific Plan EIR and the Fiddymment Ranch Specific Plan Amendment 3 Subsequent EIR, no new effects would be expected to occur and all applicable mitigation measures from the West Roseville Specific Plan EIR and the Fiddymment Ranch Specific Plan Amendment 3 Subsequent EIR will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Final Map

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THIS SUBDIVISION MAP, "FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION" AS SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

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

- A. LOT 9 AS A PUBLIC PARK.
- B. AS PUBLIC RIGHT-OF-WAY, THE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "IOD/RW" (IRREVOCABLE OFFER OF DEDICATION OF RIGHT OF WAY).
- C. LOTS 1 AND 5 AS PUBLIC OPEN SPACE.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED AS AN EASEMENT FOR PUBLIC PURPOSES:

- A. PUBLIC EASEMENTS FOR THE INSTALLATION, CONSTRUCTION AND MAINTENANCE OF, BUT NOT LIMITED TO, WATER, SANITARY SEWER, GAS AND DRAINAGE PIPES; ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, AND FOR ELECTRIC, TELEVISION, AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THE STRIPS OF LAND SHOWN HEREON AND DESIGNATED AS "IOD/PUE" (IRREVOCABLE OFFER OF DEDICATION/PUBLIC UTILITY EASEMENT) AND "IOD/RW" (IRREVOCABLE OFFER OF DEDICATION/RIGHT OF WAY).
- B. PUBLIC EASEMENT FOR ACCESS, CONSTRUCTION, AND MAINTENANCE OF TRAIL FACILITIES ON, OVER, AND ACROSS THAT 50 FOOT STRIP OF LAND SHOWN HEREON AND DESIGNATED "TRAIL ESMT" (PUBLIC TRAIL EASEMENT).
- C. PUBLIC EASEMENT FOR INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "BUS SHELTER EASEMENT".
- D. PUBLIC EASEMENT FOR PEDESTRIAN ACCESS ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PE" (PEDESTRIAN EASEMENT).

THE REAL PROPERTY BELOW IS BEING DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSE:

- A. PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF SANITARY SEWER PIPES AND ALL APPURTENANCES THERETO ON, OVER, UNDER, AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED AS "SSE" (SANITARY SEWER EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS RESERVED FOR PUBLIC PURPOSES:

- A. LOT 8 IS HEREBY RESERVED TO BE DEDICATED IN FEE IN THE FUTURE AS A PUBLIC SCHOOL SITE.

ATC REALTY ONE, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
DAVID L. ASH
ITS: SENIOR VICE PRESIDENT

FINAL MAP OF
FIDDYMENT RANCH PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M. CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



SEPTEMBER 2019

Sheet 1 of 10
1027.152

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

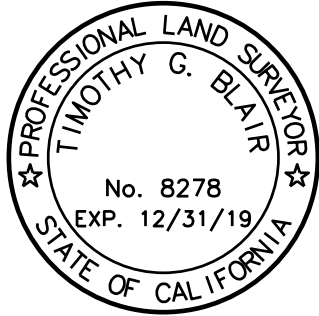
MARC STOUT _____ DATE _____
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2020

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2019

DATE _____



NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____ DAY OF _____, 2019 BEFORE ME, _____, A NOTARY PUBLIC PERSONALLY APPEARED _____

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

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

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE SANITARY SEWER EASEMENT OFFERED HEREON, BUT HAS REJECTED AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC, ALL IRREVOCABLE OFFERS OF LANDS, RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON, IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND HAS APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION FOR THE RIGHTS-OF-WAY AND PUBLIC UTILITY EASEMENTS LISTED WITHIN NOTE 5 ON SHEET 2.

DATE _____

CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2019, AT _____ M., IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC.

FEE: \$ _____

DOCUMENT NO.: _____

BY: _____
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER

BY: _____
DEPUTY RECORDER

SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ATC REALTY ONE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN MAY 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET BY SEPTEMBER 31, 2021 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.



DENNIS L. BARBER
P.L.S. 8067 EXP. 12/31/2019

DATE _____

REFERENCES:

- (1)

BB MAPS 24

FINAL MAP OF FIDDYMENT RANCH PHASE 2 – LARGE LOT SUBDIVISION
- (2)

DD MAPS 9

FINAL MAP OF FIDDYMENT RANCH PHASE 2 – VILLAGES F–9 &F–19
- (3)

DD MAPS 73

FINAL MAP OF FIDDYMENT RANCH PHASE 2 – VILLAGE F–13B1
- (4)

2015–0081570

GRANT DEED TO CITY OF ROSEVILLE
- (5)

DD MAPS 88

FINAL MAP OF FIDDYMENT RANCH PHASE 2A – LARGE LOT SUBDIVISION

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF SECTION 13, T.11N., R.5E., M.D.M. SAID BEARING IS TAKEN AS NORTH 89°26'37" EAST PER THE FINAL MAP OF FIDDYMENT RANCH PHASE 2 – LARGE LOT SUBDIVISION, FILED IN BOOK BB OF MAPS, AT PAGE 24, O.R.P.C.

LEGEND

- FOUND 5/8" REBAR WITH CAP STAMPED "LS 6815" PER DD MAPS 9
- ⊗

FOUND 5/8" REBAR WITH CAP STAMPED "LS 8067" PER DD MAPS 73
- ⊗

FOUND MONUMENT AS DESCRIBED
- ⬠

FOUND SECTION CORNER AS DESCRIBED
- ⬠

FOUND QUARTER CORNER AS DESCRIBED
- ⊗

FOUND 5/8" REBAR WITH CAP STAMPED "LS 8067" PER DD MAPS 88
- ⊙

BRASS DISK STAMPED "LS 6046" IN MONUMENT WELL TO BE SET PER BB MAPS 24
- ⊙

FOUND BRASS DISK STAMPED "LS 6046" IN MONUMENT WELL PER AA MAPS 10
- ⊙

FOUND BRASS DISK STAMPED "LS 8067" IN MONUMENT WELL PER DD MAPS 73
- FOUND BRASS DISK STAMPED "LS 8067" IN MONUMENT WELL
- ⊗

SET 5/8" REBAR WITH CAP STAMPED "LS 8067"
- (CL)

CENTERLINE DIMENSION
- IOD

IRREVOCABLE OFFER OF DEDICATION
- N.A.P.O.T.S.

NOT A PART OF THIS SUBDIVISION
- (OA)

OVERALL DIMENSION
- O.R.P.C.

OFFICIAL RECORDS OF PLACER COUNTY
- PE

PEDESTRIAN EASEMENT
- PUE

PUBLIC UTILITY EASEMENT
- (R)

RADIAL BEARING
- REF

INDICATES REFERENCE NUMBER
- RW

RIGHT–OF–WAY
- SSE

SANITARY SEWER EASEMENT

NOTES

1.

ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING, AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR.
2.

ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3.

DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4.

TOTAL AREA FOR THIS "FINAL MAP OF FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION" SUBDIVISION IS 377.88± ACRES, CONSISTING OF 6 DEVELOPMENT LOTS, 1 PUBLIC PARK LOT, 1 SCHOOL SITE LOT, AND 2 OPEN SPACE LOTS.
5.

PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFERS OF DEDICATION/RIGHTS OF WAY (IOD/RW) AND PUBLIC UTILITY EASEMENTS ARE HEREBY ABANDONED:

A.

THOSE PORTIONS OF THE IOD/RW FOR PRUETT DRIVE AS DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 2A – LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP THAT ARE NOT SHOWN HEREON.

B.

THOSE PORTIONS OF THE RIGHT–OF–WAY FOR HAYDEN PARKWAY AND THE PUBLIC UTILITY EASEMENT ADJACENT THERETO AS DEPICTED ON THE MAP ENTITLED "FIDDYMENT PHASE 2 – LARGE LOT MAP SUBDIVISION". FILED IN BOOK BB OF MAPS, AT PAGE 24, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP THAT ARE NOT SHOWN HEREON.
6.

THE FOLLOWING TABLE IS TO RELATE THE LOT NUMBERS SHOWN HEREON TO THAT OF THE APPROVED TENTATIVE MAP AND THE WEST ROSEVILLE SPECIFIC PLAN:

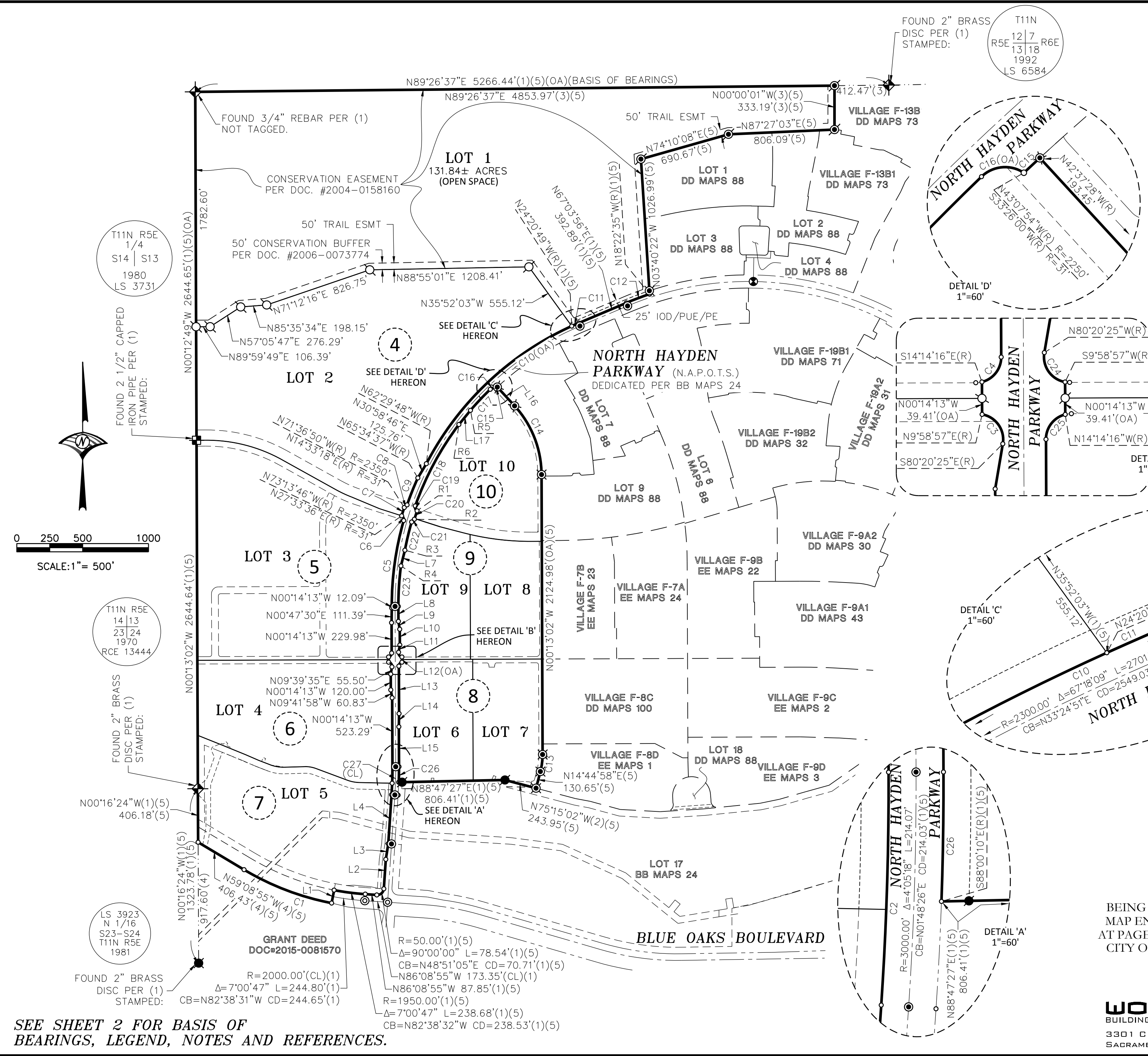
LOT NUMBERING		
FINAL MAP	TENTATIVE MAP	WEST ROSEVILLE SPECIFIC PLAN
1	F–80	F–80
2	F–10A–1/F–10A–2/F–10B–1/F–10B–2/F–10C–1/F–10C–2/F–94	F–10A/F–10B/F–10C/F–94
3	F–6A– /F–6A–2/F–6B/F–6D	F–6A– /F–6B/F–6D
4	F–6C–1/F–6C–2	F–6C
5	F–85	F–85
6	F–8A	F–8A
7	F–8B	F–8B
8	F–71	F–71
9	F–51	F–51
10	F–11B	F–11B

FINAL MAP OF
FIDDYMENT RANCH PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M. CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



SEPTEMBER 2019



Curve Table — This Sheet Only						
No.	Radius	Delta	Length	Chord Bearing	Chord Dist	Ref
C1	2050.00'	19°59'13"	715.12'	N69°08'32"W	711.50'	(4)(5)
C2	2975.00'	4°05'18"	212.29'	N1°48'26"E	212.24'	
C3	31.00'	89°40'39"	48.52'	N35°10'44"W	43.72'	
C4	31.00'	75°59'57"	41.12'	N37°45'45"E	38.17'	
C5	2325.00'	16°16'01"	660.09'	N7°53'47"E	657.88'	
C6	31.00'	88°13'28"	47.73'	N28°04'56"W	43.16'	
C7	2350.00'	1°36'56"	66.27'	N17°34'42"E	66.26'	
C8	31.00'	56°25'45"	30.53'	N47°13'50"E	29.31'	
C9	2336.00'	5°24'26"	220.45'	N21°43'10"E	220.37'	
C10	2325.00'	39°33'44"	1605.39'	N47°17'04"E	1573.69'	
C11	2325.00'	1°24'45"	57.31'	N66°21'34"E	57.31'	(1)(5)
C12	2375.00'	4°33'29"	188.94'	N69°20'40"E	188.89'	(1)(5)
C13	500.00'	14°58'00"	130.61'	N7°15'58"E	130.24'	(5)
C14	775.00'	42°24'26"	573.61'	N21°25'15"W	560.61'	(5)
C15	2250.00'	0°30'26"	19.91'	N47°07'19"E	19.91'	
C16	31.00'	77°20'06"	41.84'	N84°45'57"E	38.74'	
C17	2274.00'	5°32'04"	219.65'	N43°19'51"E	219.57'	
C18	2275.00'	17°43'49"	704.00'	N28°12'10"E	701.20'	
C19	31.00'	79°13'41"	42.87'	N20°16'35"W	39.53'	
C20	2250.00'	1°42'39"	67.18'	N17°42'24"E	67.18'	
C21	31.00'	57°04'32"	30.88'	N44°43'35"E	29.62'	
C22	2264.00'	5°34'12"	220.09'	N13°24'14"E	220.01'	
C23	2275.00'	7°46'02"	308.41'	N3°38'48"E	308.17'	
C24	31.00'	89°40'39"	48.52'	N35°10'44"W	43.72'	
C25	31.00'	75°59'57"	41.12'	N37°45'45"E	38.17'	
C26	3025.00'	2°14'03"	117.96'	N0°52'48"E	117.95'	
C27	3000.00'	4°05'18"	214.07'	N1°48'26"E	214.03'	(1)(5)

Line Table — This Sheet Only			
No.	Bearing	Length	Ref
L1	N10°51'52"E(R)	100.00'	(1)(5)
L2	N3°51'05"E	223.64'	(1)(5)
L3	N8°51'08"E	120.46'	(1)(5)
L4	N3°51'05"E	372.96'	(1)(5)
L5	N0°14'13"W	486.02'	(1)(5)
L6	N1°22'58"W	25.00'	(1)(5)
L7	N14°12'40"E	122.82'	
L8	N0°14'13"W	113.48'	
L9	N9°41'58"W	60.83'	
L10	N0°14'13"W	120.00'	
L11	N9°39'35"E	55.50'	
L12	N0°14'13"W	39.41'	
L13	N0°14'13"W	359.97'	
L14	N0°54'32"E	100.02'	
L15	N0°14'13"W	303.28'	
L16	N42°37'28"W(R)	193.45'	(5)
L17	N39°13'43"E	138.76'	
R1	N71°26'16"W	R=2250'	
	N30°06'34"E	R=31'	
R2	N16°44'09"W	R=31'	
	S73°08'55"E	R=2250'	
R3	N79°22'52"W		
R4	N82°28'11"W		
R5	N49°26'10"W		
R6	N52°55'56"W		

FINAL MAP OF
FIDDYMENT RANCH PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS, AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R5E., M.D.M. CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

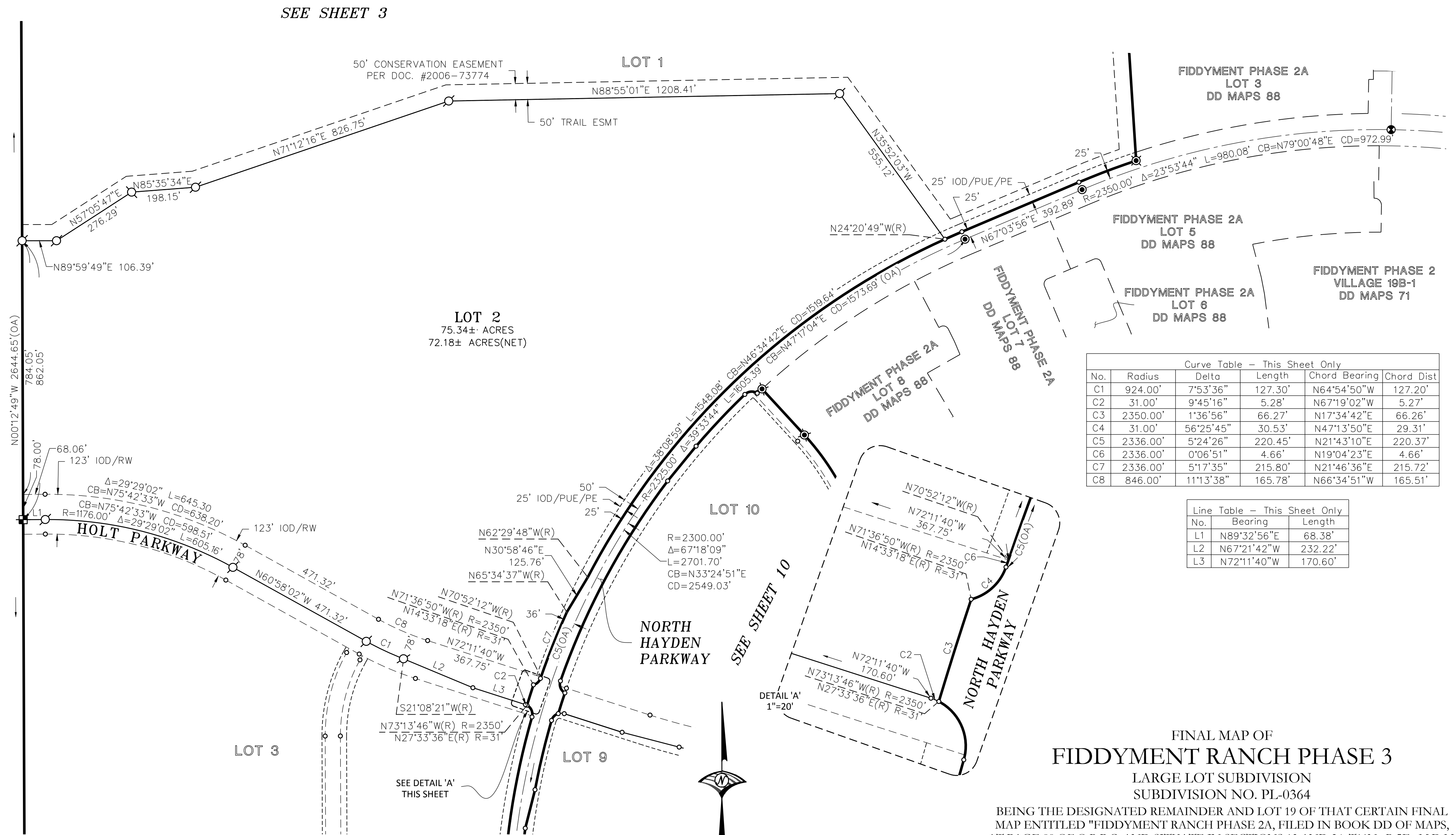


WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

SEPTEMBER 2019

Sheet 3 of 10
1027.152

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

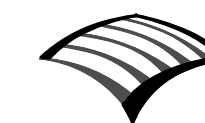


Curve Table — This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	924.00'	7°53'36"	127.30'	N64°54'50"W	127.20'
C2	31.00'	9°45'16"	5.28'	N67°19'02"W	5.27'
C3	2350.00'	1°36'56"	66.27'	N17°34'42"E	66.26'
C4	31.00'	56°25'45"	30.53'	N47°13'50"E	29.31'
C5	2336.00'	5°24'26"	220.45'	N21°43'10"E	220.37'
C6	2336.00'	0°06'51"	4.66'	N19°04'23"E	4.66'
C7	2336.00'	5°17'35"	215.80'	N21°46'36"E	215.72'
C8	846.00'	11°13'38"	165.78'	N66°34'51"W	165.51'

Line Table – This Sheet Only		
No.	Bearing	Length
L1	N89°32'56"E	68.38'
L2	N67°21'42"W	232.22'
L3	N72°11'40"W	170.60'

FINAL MAP OF
FIDDYMENT RANCH PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL
MAP ENTITLED "HIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS,
AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



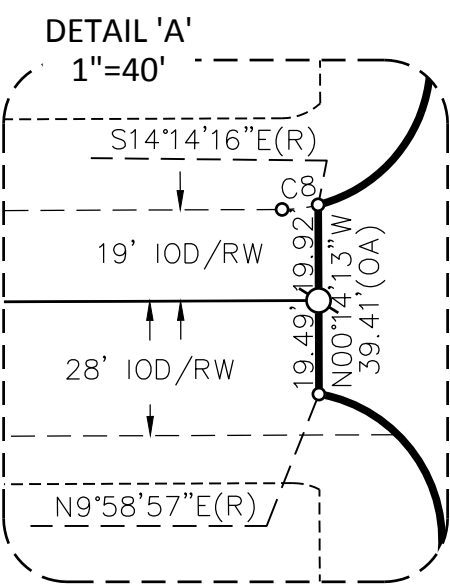
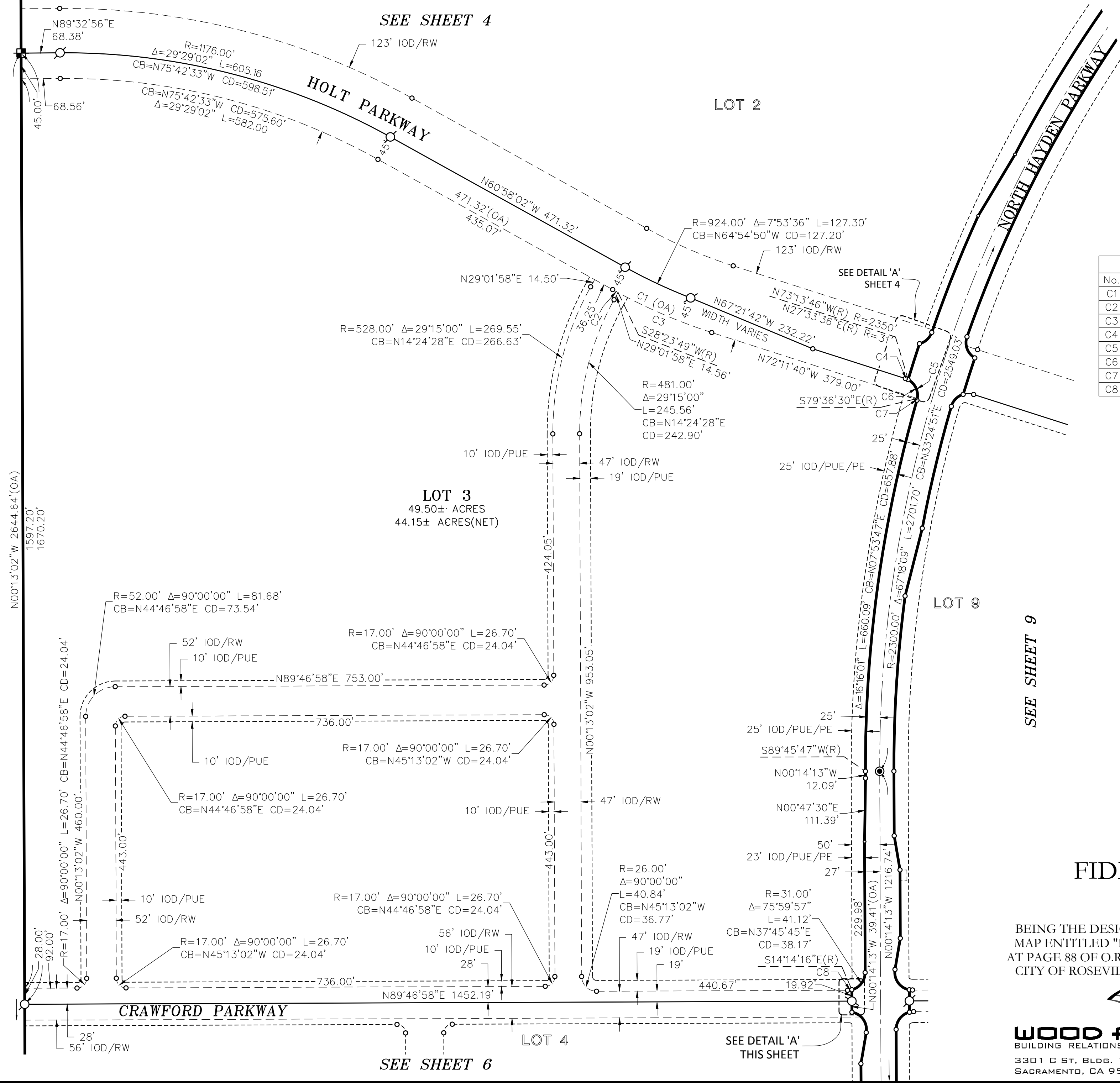
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

3301 C ST, BLDG. 100-8 TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

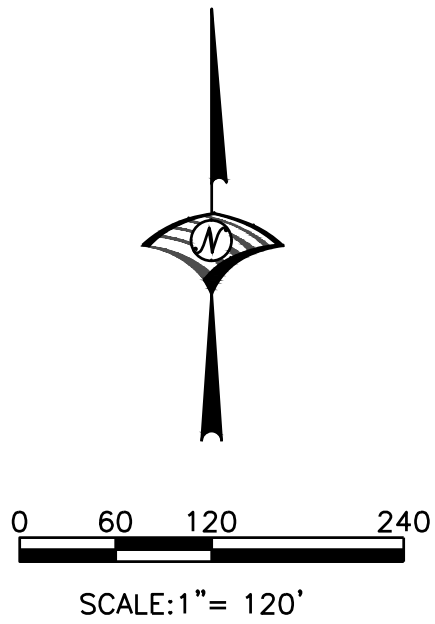
SEPTEMBER 2019

Sheet 4 of 10
1027.152

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



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	969.00'	11°13'38"	189.88'	N66°34'51"W	189.58'
C2	969.00'	0°38'09"	10.75'	N61°17'06"W	10.75'
C3	969.00'	10°35'30"	179.13'	N66°53'55"W	178.87'
C4	31.00'	9°45'13"	5.28'	N67°19'01"W	5.27'
C5	31.00'	78°28'12"	42.46'	N23°12'18"W	39.22'
C6	31.00'	72°49'55"	39.41'	N26°01'27"W	36.81'
C7	31.00'	5°38'17"	3.05'	N13°12'39"E	3.05'
C8	31.00'	14°01'14"	7.59'	N82°46'21"E	7.57'



SEE SHEET 9

FINAL MAP OF
FIDDYMENT RANCH PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL
MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS,
AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



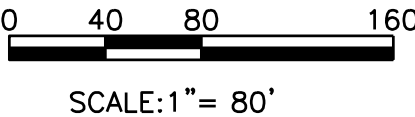
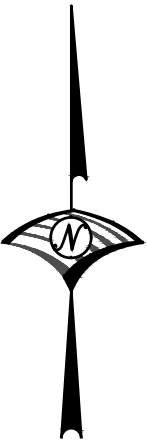
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

SEPTEMBER 2019

SEE SHEET 5

Curve Table — This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	276.00'	22°43'36"	109.48'	N80°11'44"W	108.76'
C2	276.00'	21°16'07"	102.45'	N79°27'59"W	101.87'
C3	276.00'	1°27'29"	7.02'	N89°10'13"E	7.02'
C4	224.00'	21°57'01"	85.82'	N80°35'01"W	85.29'
C5	276.00'	19°11'52"	92.48'	N79°12'27"W	92.05'
C6	3000.00'	4°05'18"	214.07'	N1°48'26"E	214.03'
C7	31.00'	89°40'39"	48.52'	N35°10'44"W	43.72'
C8	31.00'	34°35'30"	18.72'	N62°43'18"W	18.43'
C9	31.00'	55°05'09"	29.80'	N17°52'59"W	28.67'
C10	2975.00'	2°24'28"	125.02'	N0°58'01"E	125.01'

Line Table — This Sheet Only		
No.	Bearing	Length
L1	N67°13'35"E	14.94'
L2	N67°12'28"W	15.12'
L3	N49°13'48"E	28.23'
L4	N40°46'12"W	20.00'
L5	N49°13'48"E	18.29'
L6	N67°12'28"W	31.78'
L7	N37°52'25"W	19.37'
L8	N68°49'56"W	22.57'
L9	N22°17'31"E	32.20'
L10	N67°42'29"W	20.00'
L11	N22°17'31"E	31.81'
L12	N68°52'41"W	54.06'
L13	N81°14'31"W	109.32'



FINAL MAP OF
FIDDYMENT RANCH PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL
MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS,
AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

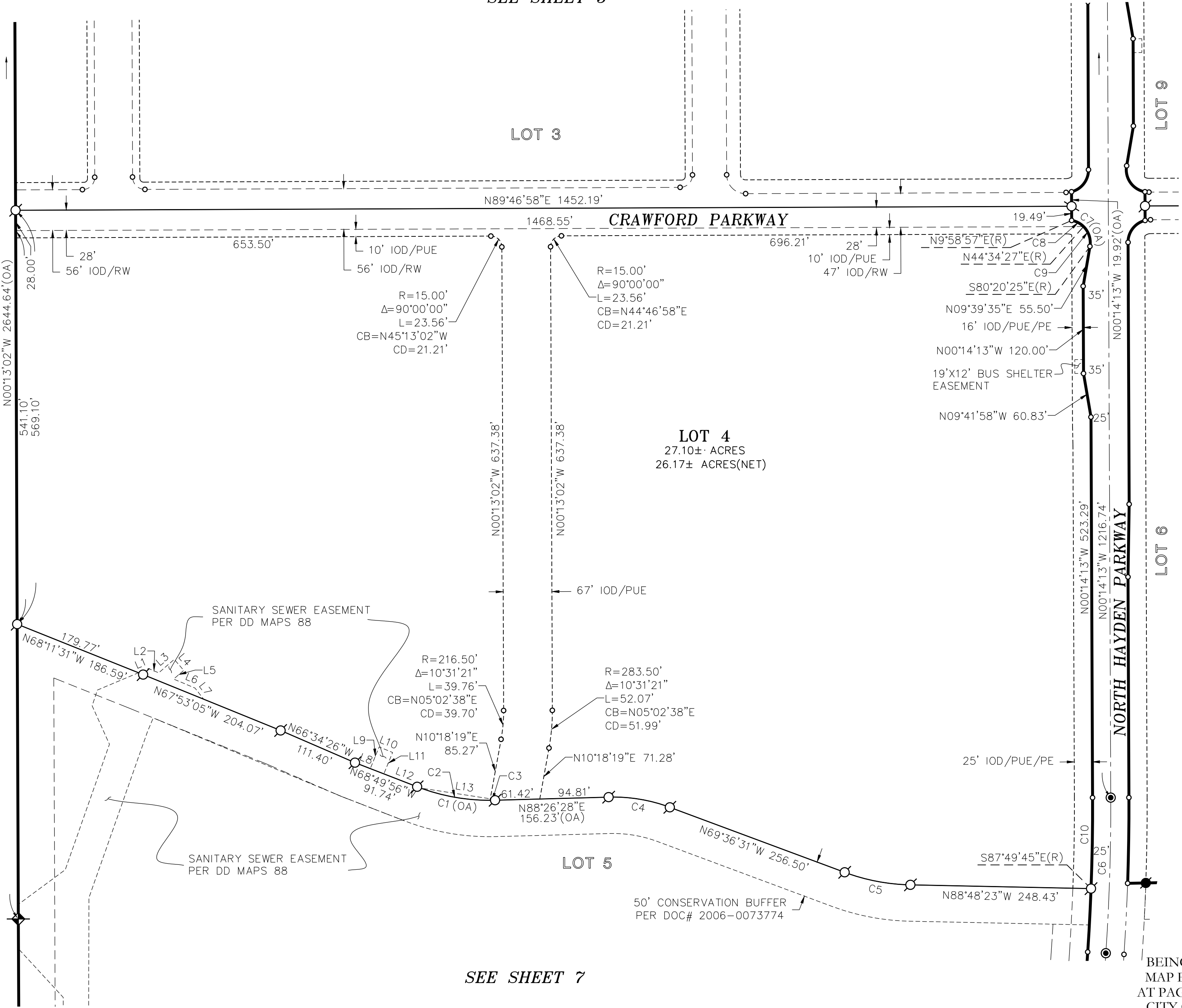
SEPTEMBER 2019

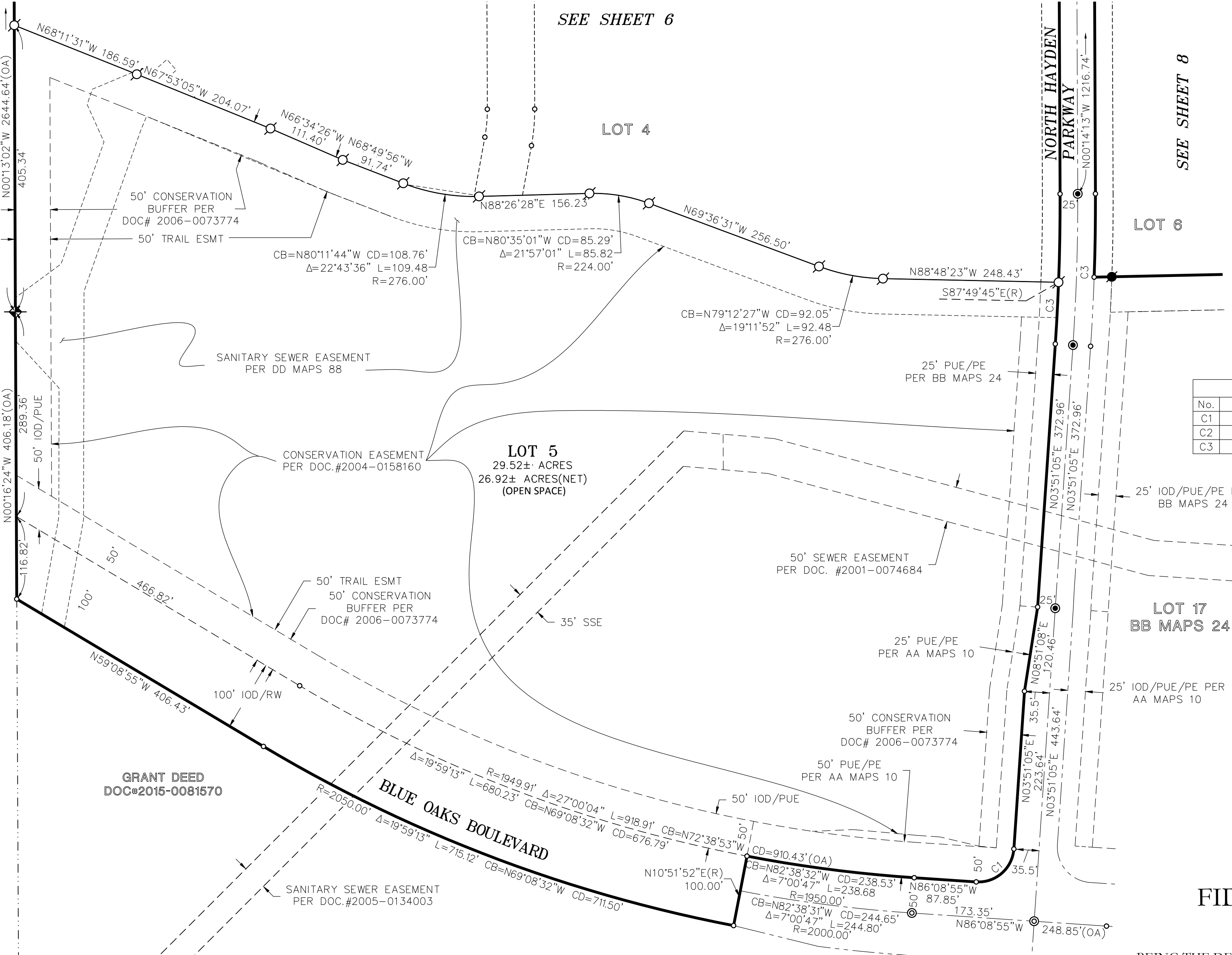
Sheet 6 of 10
1027.152

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

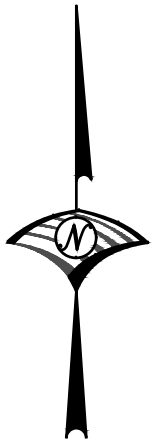
SEE SHEET 7

SEE SHEET 8





Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	50.00'	90°00'00"	78.54'	N48°51'05"E	70.71'
C2	2975.00'	1°40'50"	87.27'	N3°00'40"E	87.26'
C3	3000.00'	4°05'18"	214.07'	N1°48'26"E	214.03'



0 40 80 160
SCALE:1"= 80'

FINAL MAP OF
FIDDYMENT RANCH PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL
MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS,
AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

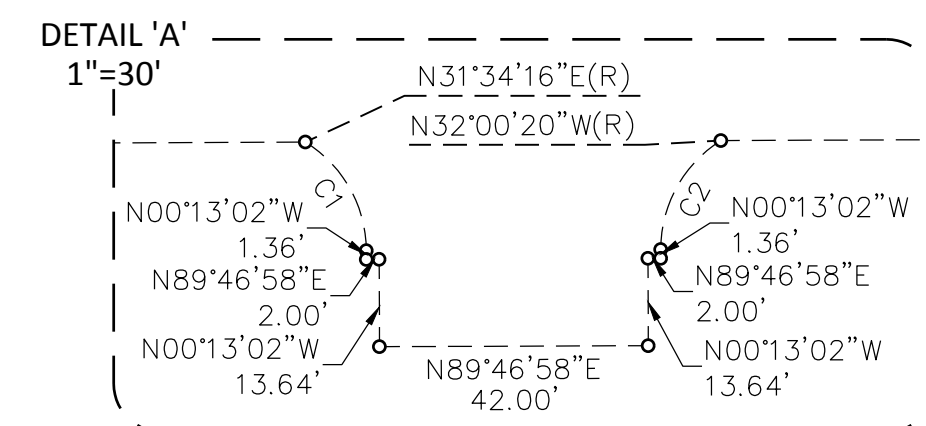
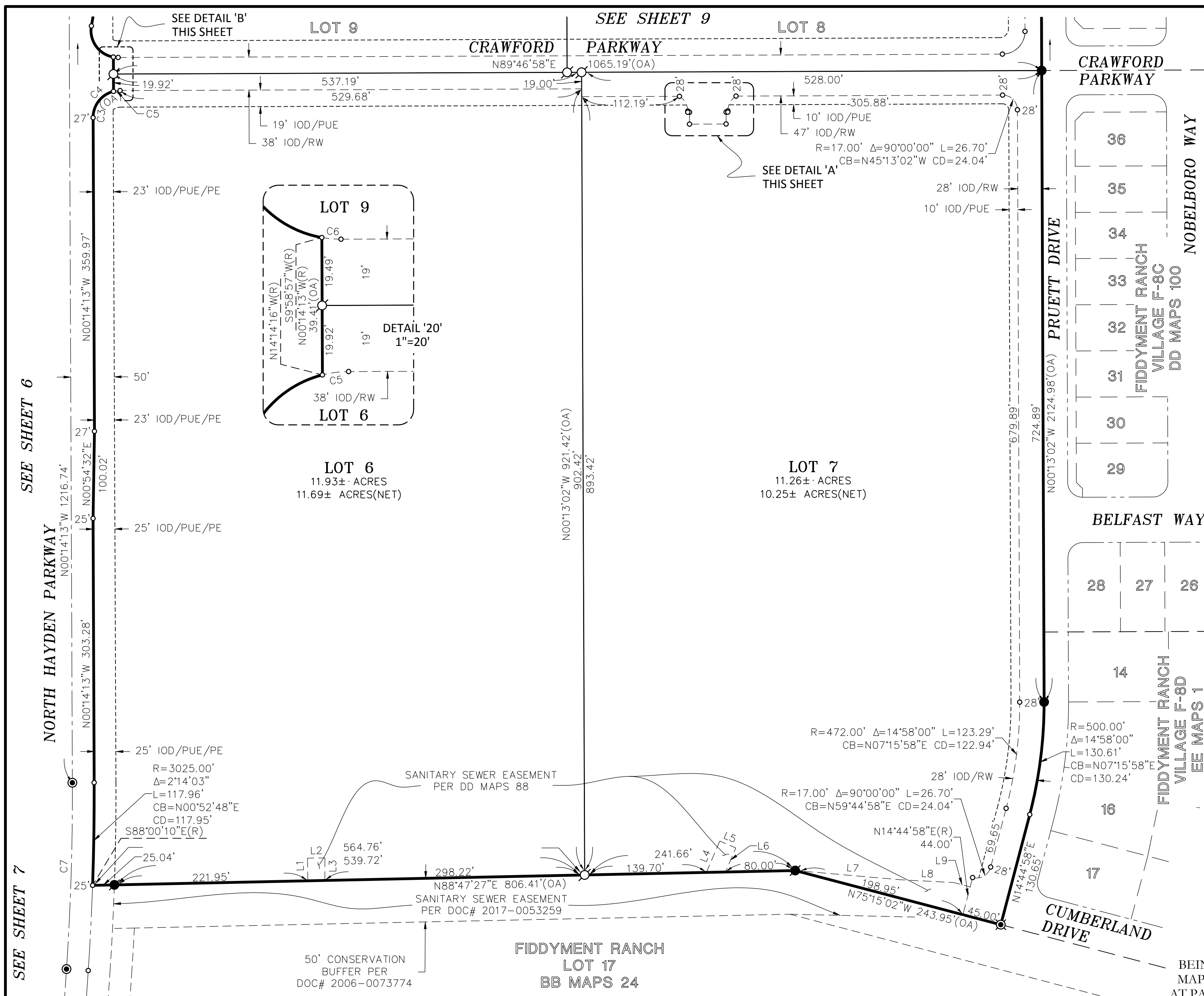


WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

SEPTEMBER 2019

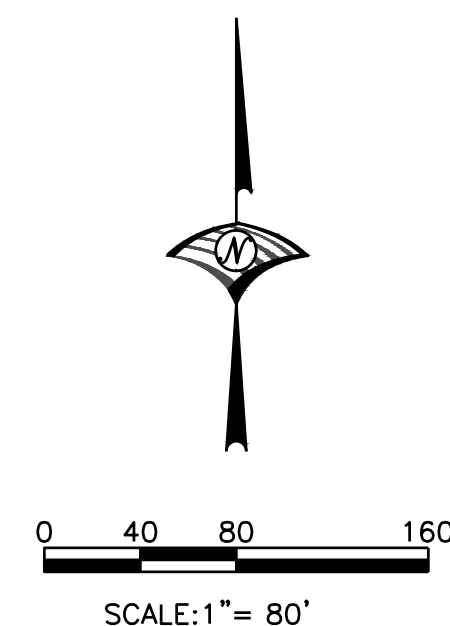
Sheet 7 of 10
1027.152

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



Curve Table – This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	20.00'	58°12'42"	20.32'	N29°19'23"W	19.46'
C2	20.00'	58°12'42"	20.32'	N28°53'19"E	19.46'
C3	31.00'	90°01'11"	48.71'	N44°46'22"E	43.85'
C4	31.00'	75°59'57"	41.12'	N37°45'45"E	38.17'
C5	31.00'	14°01'14"	7.59'	N82°46'21"E	7.57'
C6	31.00'	10°11'59"	5.52'	N85°07'03"W	5.51'
C7	3000.00'	4°05'18"	214.07'	N1°48'26"E	214.03'

Line Table — This Sheet Only		
No.	Bearing	Length
L1	N0°42'01"W	26.03'
L2	N89°17'59"E	20.00'
L3	N0°19'06"E	25.86'
L4	N23°07'50"E	39.14'
L5	N66°52'10"W	20.00'
L6	N23°07'50"E	30.09'
L7	N84°59'38"W	120.94'
L8	N84°11'02"W	80.73'
L9	N75°15'00"W	19.46'



FINAL MAP OF
FIDDYMONT RANCH PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL
MAP ENTITLED "FIDDYMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS,
AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



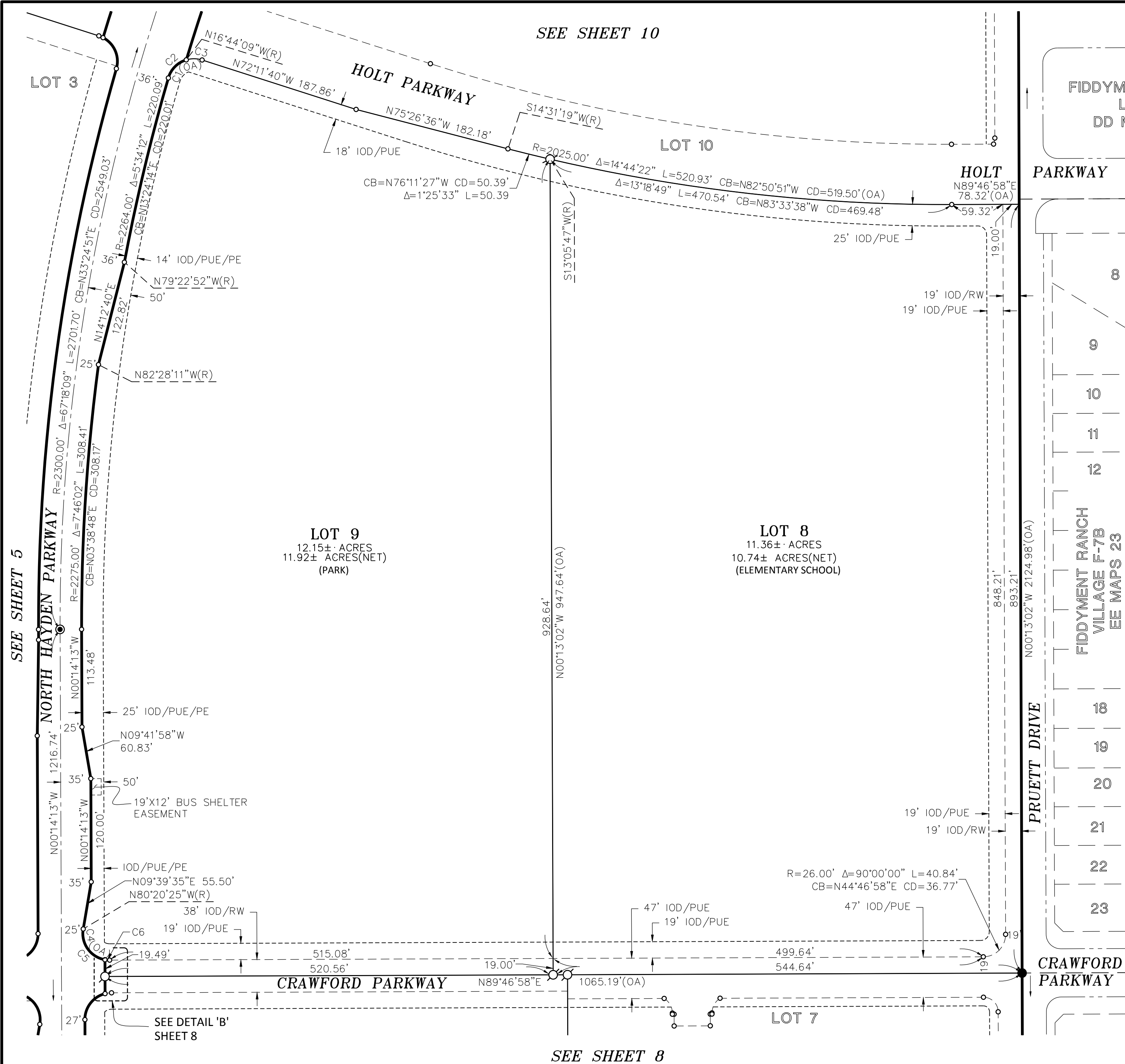
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

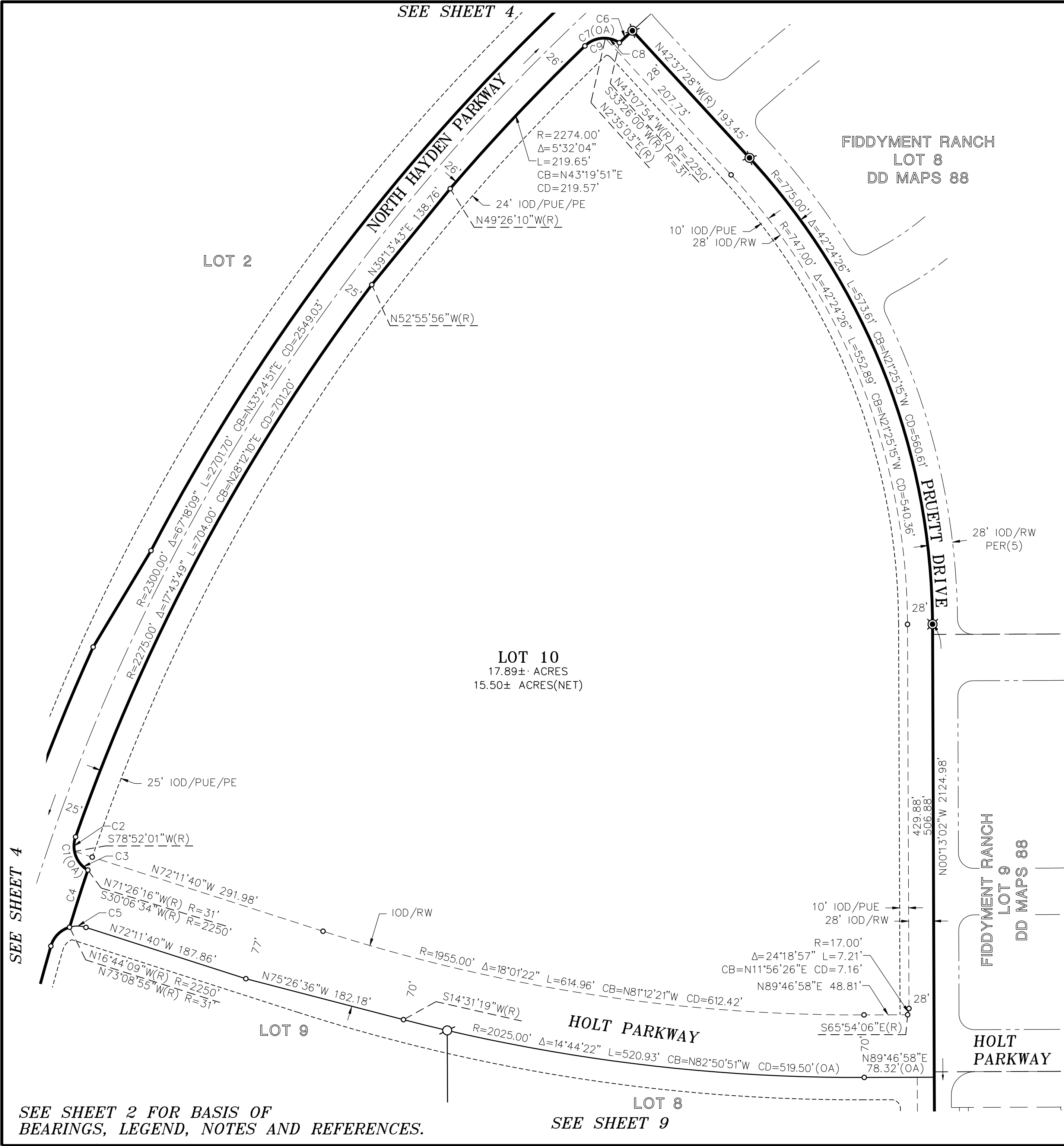
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

SEPTEMBER 2019

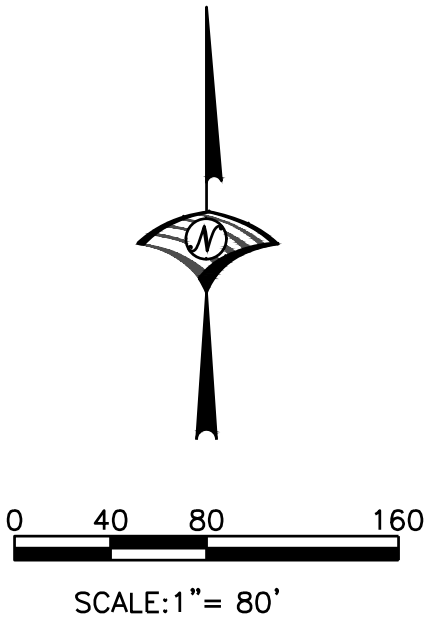
Sheet 8 of 10
1027.152

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





Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	31.00'	79°13'41"	42.87'	N20°16'35"W	39.53'
C2	31.00'	30°28'14"	16.49'	N4°06'08"E	16.29'
C3	31.00'	48°45'27"	26.38'	N35°30'42"W	25.59'
C4	2250.00'	1°42'39"	67.18'	N17°42'24"E	67.18'
C5	31.00'	34°32'28"	18.69'	N89°27'54"W	18.41'
C6	2250.00'	0°30'26"	19.91'	N47°07'19"E	19.91'
C7	31.00'	77°20'06"	41.84'	N84°45'57"E	38.74'
C8	31.00'	30°50'57"	16.69'	N71°59'29"W	16.49'
C9	31.00'	46°29'10"	25.15'	N69°20'28"E	24.47'



FINAL MAP OF
FIDDYMMENT RANCH PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER AND LOT 19 OF THAT CERTAIN FINAL
MAP ENTITLED "FIDDYMMENT RANCH PHASE 2A, FILED IN BOOK DD OF MAPS,
AT PAGE 88 OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA


WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

SEPTEMBER 2019

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

SEE SHEET 9



COUNCIL COMMUNICATION

CC #: 0306
File #: 0102-06

Title: Proclamation - Childhood Cancer Awareness Month - September 2019
Contact: M. Bettencourt 916-774-5266 mbettencourt@roseville.ca.us

Meeting Date: 9/18/2019
Item #: 7.27.

RECOMMENDATION TO COUNCIL

Proclaim September 2019 as Childhood Cancer Awareness Month and encourage Roseville residents to learn more about childhood cancers and consider what we all can do to support children with cancer and their families.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

M. Bettencourt, Deputy City Clerk

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Childhood Cancer Awareness Month

CITY OF ROSEVILLE



CHILDHOOD CANCER AWARENESS MONTH

SEPTEMBER 2019

WHEREAS, each year more than 300,000 children and youth under the age of 19 are diagnosed with cancer worldwide; and

WHEREAS, childhood cancer is the number one disease-related cause of death for children in the United States and many other countries; and

WHEREAS, two-thirds of those who survive childhood cancer endure chronic health conditions from the toxic effects of cancer treatment, including secondary cancers and other life threatening illnesses; and

WHEREAS, the causes of childhood cancer are largely unknown and more study is needed to understand which treatments work best for children; and

WHEREAS, cancer treatment for children differs from adult treatments to take into account children's developmental needs and other factors; and

WHEREAS, Roseville is a caring community that supports children and families; and

NOW, THEREFORE, I, JOHN B. ALLARD II, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim September 2019 as CHILDHOOD CANCER AWARENESS MONTH and encourage Roseville residents to learn more about childhood cancers and consider what we all can do to support children with cancer and their families.

SIGNED this 18th day of September, 2019.

JOHN B. ALLARD II, MAYOR

ATTEST:

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





COUNCIL COMMUNICATION

CC #: 0300
File #: 0102-06

Title: Proclamation - Suicide Prevention Awareness Month - September 2019
Contact: M. Bettencourt 916-774-5266 mbettencourt@roseville.ca.us

Meeting Date: 9/18/2019
Item #: 7.28.

RECOMMENDATION TO COUNCIL

Proclaim September 2019 as Suicide Prevention Month and September 10, 2019 as worldwide suicide prevention day and encourage the community support dedicated to suicide prevention.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

M. Bettencourt, Deputy City Clerk

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

suicide prevention awareness month

CITY OF ROSEVILLE



Suicide Prevention Awareness Month September 2019

WHEREAS, Crime Victims United designates the month of September 2019 as "Suicide Prevention Awareness Month" to promote suicide prevention and raise greater awareness regarding the problem of suicide; and

WHEREAS, Crime Victims United promotes positive mental health, provides resources for life altering decisions, and teaches coping skills to address post-traumatic stress; and

WHEREAS, statistics and education are important in addressing the nations suicide epidemic and Crime Victims United has identified populations of concern and is proactively reaching out to the target market who statistically are more at risk of dying by suicide; and

WHEREAS, for the past 3 years the Crime Victims United of California has selected September to highlight family, fun, food, festivities, and music to benefit non-profits that promote positive mental health and invite the community to the 3rd annual all American Rib Cook-off held on Saturday September 28th at ARD, located at 123 Recreation Drive in Auburn; and

WHEREAS, the City of Roseville appreciates Crime Victims United and all groups that recognize and aid in support to suicide prevention.

NOW, THEREFORE, I, JOHN B. ALLARD II, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim **SEPTEMBER 2019** as **SUICIDE PREVENTION MONTH** and September 10, 2019 as worldwide suicide prevention day and encourage the community support dedicated to suicide prevention.

SIGNED this 18th day of September, 2019.

JOHN B. ALLARD II, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 0297
File #: 0102-10

Title: Resolution - Charles G. Stetter Commendation
Contact: M. Bettencourt 916-774-5266 mbettencourt@roseville.ca.us

Meeting Date: 9/18/2019
Item #: 7.29.

RECOMMENDATION TO COUNCIL

Commend Charles G Stetter for his 50+ years of outstanding service and dedication to the United States Army and extend condolences to his loved ones.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

M. Bettencourt, Deputy City Clerk

Sonia Orozco, City Clerk

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Charles G. Stetter

CITY OF ROSEVILLE



OF

COMMENDATION

WHEREAS, Charles G. Stetter began his career with the United States Army in 1968, serving as a weapons sergeant with 5th Special Forces Group in Vietnam from 1969 - 1970; and

WHEREAS, Charles served in the Army Reserve and the California State Military Reserve and he contributed to the professional development and operational effectiveness of the military forces of the United States of America; and

WHEREAS, Charles deservingly received three bronze star medals, two with the "V" device, the Army Commendation Medal, the Vietnamese Cross of Gallantry with the Bronze Star Device, and he wore the Special Forces Tab, Combat Infantryman's Badge, American and Vietnamese Parachute Badges, and the Special Operations Diver Badge; and

WHEREAS, Charles duty to the Country was only surpassed by his dedication and love for his family, his desire to ensure the safety and security of his family is what drove his 50+ year commitment to Federal and State Military Service; and

NOW, THEREFORE, I, JOHN B. ALLARD II, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby commend **CHARLES G. STETTER** for his 50+ years of outstanding service and dedication to the United States Army and extend condolences to his loved ones.

SIGNED this 18TH day of September, 2019.

JOHN B. ALLARD II, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 0273

File #: 0709-07

Title: 920 Parry Street - Foreclosure Proceedings for City Housing Loan

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

Meeting Date: 9/18/2019

Item #: 8.1.

RECOMMENDATION TO COUNCIL

The Roseville Housing Division recommends that the City Council adopt the attached resolution:

1. Directing City staff to initiate foreclosure proceedings on property addressed at 920 Parry Street, Roseville, California 95678 due to default on the City loan; and
2. Authorizing the City Manager, his successor or designee, to execute any documents, approved as to form by the City Attorney, which will be required to initiate and complete the foreclosure proceedings.

BACKGROUND

The subject site is located at 920 Parry Street, Roseville, California. In 2006, after receiving a complaint of substandard living conditions, the City's Code Enforcement Division reached out to the homeowners. The homeowners agreed to a home inspection which determined that the home could not be rehabilitated and consequently the home was recommended to be demolished and rebuilt. Preliminary cost estimates for the reconstruction of the home exceeded \$100,000.00.

In May 2007, the City Council approved the demolition, reconstruction and City's financial assistance (in excess of \$100,000) through Roseville Owner Occupied Rehabilitation (OOR) Program. In July 2007, the homeowners received a 0%, deferred loan in the amount of \$134,113.00, which was funded by both the Home Investment Partnerships Program (HOME) and Community Development Block Grant (CDBG) programs. Specifically, the OOR loan was funded with \$49,660.00 in HOME funds and \$84,453.00 in CDBG funds. These federal funds have strict program requirements that the homeowner/borrower occupy the property as his/her main residence, obtain and maintain homeowner's insurance and pay property taxes annually.

The Housing Division staff monitors all affordable housing loans annually to ensure that the homeowners/borrowers are complying with these federal guidelines. In July of 2018, during the annual monitoring, staff became aware that the 2017/2018 property taxes were past due on this property. A letter was mailed to the property at 920 Parry Street to alert the homeowners of the delinquent property taxes and to request that they pay the back taxes and provide proof of payment, see Attachment 1. A second letter was sent in October 2018, see Attachment 2. In November 2018, the son of one of the homeowners/borrowers on the loan called to explain that he was living in the home and that he had a payment plan with Placer County to pay the back taxes by the end of

the home and that he had a payment plan with Placer County to pay the back taxes by the end of 2018.

In early 2019, the City Attorney's Office verified that there are and continue to be two defaults against the City loan on the property:

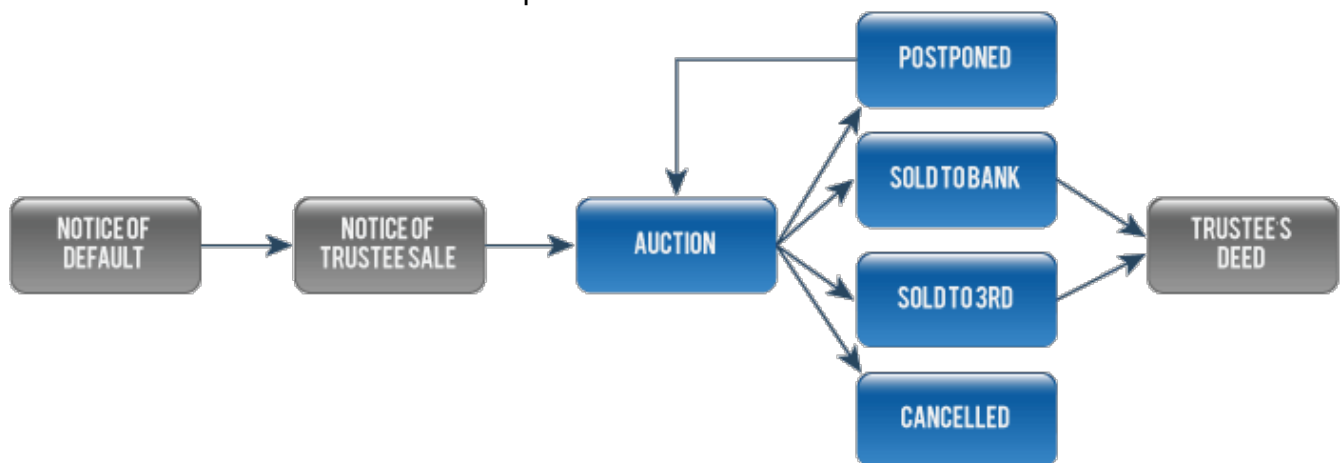
- 1) the homeowners listed on title for the property, who are also the borrowers on the City housing loan that are required to reside in the property, are both deceased, thereby triggering repayment of the loan; and
- 2) the 2017/2018 property taxes were still outstanding and due to Placer County.

The City sent a subsequent letter in February 2019 communicating that the housing loan is due and payable based on the defaults noted above, see Attachment 3. Another letter was sent subsequent to the February letter in June from the City Attorney's Office, demanding repayment of the loan, see Attachment 4. To date, no response has been received.

Staff believes that the City of Roseville housing loan (OOR Loan) is the only outstanding loan on the property. In addition, there is \$1,828.20 in delinquent Placer County property taxes that will be paid prior to the City debt and foreclosure expenses. The estimated foreclosure expenses are 1% of debt owed + fees, estimated at approximately \$4,000, plus about five hundred dollars in attorney costs. According to Zillow (August 2019) the estimated home value is \$471,000. There is adequate equity in the property for full repayment of the City's OOR loan, delinquent Placer County property taxes, and the associated costs for carrying out the foreclosure process.

Due to the fact that the home is not being occupied by the owner/borrower on the loan, the property taxes remain unpaid, and there has been no resolution with the current occupant of the home, staff recommends that the City initiate foreclosure proceedings.

Here is an overview of the foreclosure process:



In the process above, the City is the "bank." Through the foreclosure sale, the City either becomes owner and then resales the property, or a bidder (shown as "3rd" above) bids higher than the outstanding liens and costs on the property (detailed above) and becomes the owner. The City has been contacted by interested parties on this property that include neighbors, investors, and other organizations, so it is likely that a third party would purchase it, repaying county property taxes, the City loan, and costs of foreclosure.

The City of Roseville has processed one other foreclosure on a property with an OOR loan in 2009. The foreclosure was processed for a very similar default situation where the homeowner had passed away, thereby no longer fulfilling the program owner occupancy requirements, and the

property taxes were in default. The foreclosure action was successful in achieving full repayment of the City's loan plus the full cost of hiring the foreclosure trustee to complete the transaction.

With the use of federal funding for these programs, the City has an obligation to protect the program requirements and the secured interest in the property. Based on the ongoing defaults at this property, including that the current residents have never been income-qualified and approved for the program, the City must foreclose under federal regulations. If audited on this unit and without action, the federal programs could require repayment of these funds by the City if program requirements are not upheld. Staff recommends proceeding to foreclosure to protect the City and federal funding investment.

FISCAL IMPACT

The loan used to assist this property was funded with federal housing grant funds and included: \$49,660.00 in HOME funds and \$84,453.00 in CDBG funds, for a total loan of \$134,113.00. Foreclosure proceedings will not have an impact on the General Fund. Although there is a cost associated with hiring a foreclosure attorney, the City will be reimbursed for the cost of the foreclosure services during foreclosure proceedings as part of the property sale.

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). 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. Therefore, this project has the potential to generate 1.5 jobs with the future expenditure of the reimbursed funds on the subsequent future rehabilitation(s) of low-income owner's property.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Foreclosure proceedings for 920 Parry Street meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Trisha Isom, Housing Analyst

Laura Matteoli, Economic Development Director

A handwritten signature in blue ink, appearing to read "Laura Matteoli", is located at the bottom left of the page.



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-395

Delinquent Property Tax Letter July 2018

2nd Notice of Delinquent Property Taxes October 2018

Change in Ownership Demand February 2019

City Attorney Default Letter June 2019

RESOLUTION NO. 19-395

APPROVING INITIATION OF FORECLOSURE PROCEEDINGS ON CERTAIN
PROPERTY AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY REQUIRED
DOCUMENTS TO INITIATE AND COMPLETE THE FORECLOSURE PROCEEDINGS

WHEREAS, in July 2007 the homeowners received a 0%, deferred loan in the amount of \$134,113.00, for the property located at 920 Parry Street in Roseville, California, 95678, which was funded by both the Home Investment Partnerships Program (HOME) and Community Development Block Grant (CDBG) programs; and

WHEREAS, these federal funds have strict program requirements that the homeowner/borrower occupy the property as his/her main residence, obtain and maintain homeowner's insurance and pay property taxes annually; and

WHEREAS, in July of 2018, staff became aware that the 2017/2018 property taxes were past due during the annual monitoring and two letters were sent regarding the past due taxes; and

WHEREAS, in early 2019, the City Attorney's Office verified that there were two loan defaults on the property; and

WHEREAS, the City sent a subsequent letter in February 2019 communicating that the housing loan was due and payable, to which no response was received; and

WHEREAS, due to the fact that the home is not being occupied by the owner/borrower on the loan, the property taxes remain unpaid, and there has been no resolution with the current occupant of the home, staff recommends that the City initiate foreclosure proceedings.

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

1. Staff is hereby authorized to initiate foreclosure proceedings on the property located at 920 Parry Street, Roseville, California, 95678, due to default of two city-held loans; and

2. The City Manager, his successor or designee, is hereby authorized to execute any documents, approved as to form by the City Attorney, which will be required to initiate and complete the foreclosure proceedings.

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



Housing Division
316 Vernon Street, Suite 150
Roseville, California 95678

7/26/18

Carol Wallace & Janice Fechner
920 Parry Street
Roseville, CA 95678

SUBJECT: DELINQUENT PROPERTY TAXES
920 Parry Street, 95678

Dear Property Owner:

You are receiving this letter due to your failure to pay **the first and second installment of property taxes for the 2017/2018 tax year at the above-mentioned address (see enclosed).**

According to the Placer County Tax Collector's Office the **total amount overdue is \$1,924.30.**

Late charges are assessed for every month the taxes are not paid. If these taxes are not paid, your home may be foreclosed upon by the County. For payment status or history information regarding your property taxes, you can contact the Tax Collector's Office at (530) 889-4120.

One of the requirements under the city's Owner Occupied Rehabilitation Program is to maintain your property taxes for the life of the loan. It is crucial that you pay the total amount due or make payment arrangements to avoid additional late charges and avoiding the City demanding payment of our loan. ***Please pay the past due amount or make payment arrangements no later than August 26, 2018 and provide proof of such to our office.***

Failure to pay the amount due or secure a payment plan by August 26, 2018 will result in the full amount of the loan becoming due and payable. Should you have any questions and/or need additional information, please call me at 774-5270 or e-mail me at rmcintosh@roseville.ca.us.

Respectfully,

Becca McIntosh
Office Assistant



Housing Division
316 Vernon Street, Suite 150
Roseville, California 95678

Second Notice

October 23, 2018

Carol Wallace & Janice Fechner
920 Parry Street
Roseville, CA 95678

SUBJECT: DELINQUENT PROPERTY TAXES
920 Parry Street, 95678

Dear Property Owner:

You are receiving this letter due to your failure to pay your property taxes for the 2017/2018 tax year at the above-mentioned address (see enclosed). One of the requirements under the City of Roseville's Owner Occupied Rehabilitation Program is to maintain your property taxes for the life of the loan. It is crucial that you pay the total amount due or make payment arrangements to avoid additional late charges and avoiding the City demanding repayment of your loan.

According to the Placer County Tax Collector's Office the total amount overdue is \$1,924.30. Late charges are assessed for every month the taxes are not paid. If these taxes are not paid, your home may be foreclosed upon by Placer County. For payment status or history information regarding your property taxes, you can contact the Tax Collector's Office at (530) 889-4120.

Please contact me to discuss your plan to begin making payments on the back taxes. You can call me at 746-1239. Failure to pay the back taxes to Placer County or secure a payment plan by November 2, 2018 could result in the City of Roseville loan becoming due and payable.

Sincerely,

Trisha Isom
Housing Analyst



Housing Division
316 Vernon Street #150
Roseville, California 95678

February 12, 2019

“CERTIFIED”

Carol Wallace and Janice Fechner
920 Parry Street
Roseville, CA 95648

SUBJECT: DEMAND FOR LOAN PAYOFF – CHANGE IN OCCUPANCY
PROPERTY: 920 Parry Street, Roseville, CA 95678

Dear Resident:

The Roseville Housing Division monitors all Owner Occupied Rehabilitation Program (OOR) loans on an annual basis. As a requirement of the assistance received through the OOR Program the owner of record is required to live in the home. It has been brought to our attention that neither Carol Wallace nor Janice Fechner reside at 920 Parry Street any longer.

The terms of the Note, signed on July 16, 2007, state “For Value Received, the undersigned promise to pay the City of Roseville... the principal sum, without interest of ONE HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED SIXTY AND NO/100 DOLLARS at the earlier of the time:

1. title to all or any part of the property described in the Deed of Trust, of even date, is transferred by any means, including but not limited to, operation of law; or
2. the undersigned vacates and no longer resides at the property; or
3. thirty (30) years from date of this note, whichever occurs first.

It has come to our attention that neither the 2017 nor the 2018 property taxes have been paid. The terms of the Deed of Trust, dated July 16, 2007, state that property taxes must be paid annually. Therefore, the total loan amount of \$134,660.00 is now due and payable. This sum must be paid in full to the City of Roseville no later than March 31, 2019. Please make the cashiers check payable to the City of Roseville and send it to:

City of Roseville
Housing Division,
316 Vernon Street #150
Roseville, CA 95678

Should you have any questions and/or need additional information, please feel free to call me at (916) 746-1239 between 8:00 a.m. and 5 p.m., Monday through Friday.

June 24, 2019

VIA REGULAR MAIL

Current Resident
920 Parry Street
Roseville, CA 95678

SUBJECT: DEMAND FOR LOAN PAYOFF
PROPERTY: 920 Parry Street, Roseville, CA 95678

Dear Resident:

The Roseville Housing Division monitors all Owner Occupied Rehabilitation (OOR) Program loans on an annual basis. As a requirement of the assistance received through the OOR Program, the owner of record at the time of loan disbursement is required to live in the home as his or her primary residence. Carol Wallace and Janice Fechner borrowed \$134,660 through the OOR Program in 2007 to rehabilitate the property at 920 Parry Street ("the Property"). The Note Secured by Deed of Trust, dated July 16, 2007 and executed by Carol Wallace and Janice Fechner (the "Note"), provides that the principal sum of \$134,660 is due and payable when, among other things, "the undersigned vacates and no longer resides at the property." A copy of the Note is enclosed for reference. The Housing Division has been made aware that neither Carol Wallace nor Janice Fechner currently reside at the Property.

The Housing Division has also learned that the neither the 2017 nor the 2018 property taxes assessed against the Property have been paid. Tax liens from prior years have also been recorded against the Property. Section 4 of the Deed of Trust and Assignment of Rents, dated July 16, 2007 and executed by Carol Wallace and Janice Fechner (the "Deed of Trust"), provides that the City of Roseville as Beneficiary may force the sale of the Property in the event property taxes are not paid.

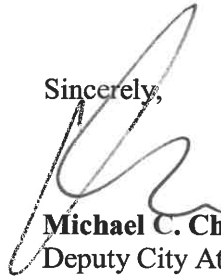
This letter is preceded by multiple attempts by the City of Roseville to inform the current residents of the defaults under the Note and Deed of Trust. The Housing Division first sent a default notice to the Property due to unpaid property taxes on July 26, 2018. That letter was followed by a letter from the City Attorney's Office dated September 4, 2018, and a second default notice from the Housing Division on October 23, 2018. In early November 2018, representatives from the Housing Division were contacted by a Wesley Wallace, who indicated that Carol Wallace and Janice Fechner no longer resided at the Property, and that he intended to pay the past due property taxes. Another letter from the City Attorney's Office was by certified mail on May 15, 2019 and returned. To date, the property taxes are still delinquent.

Because the Property is no longer occupied by the original borrowers, and because property taxes are delinquent, the total principal loan amount of \$134,660.00 is now due and payable to the City of Roseville. This sum must be paid in full no later than July 31, 2019. Please make a cashier's check payable to the City of Roseville and send to:

City of Roseville
Housing Division
316 Vernon Street #150
Roseville, CA 95678

Should you have any questions and/or need additional information, please feel free to call Trisha Isom at (916) 746-1239 between 8:00 a.m. and 5 p.m., Monday through Friday.

Sincerely,



Michael C. Christensen
Deputy City Attorney



COUNCIL COMMUNICATION

CC #: 0292

File #: 0600

Title: Retired Annuitant 180-Day Wait Period Exception
Contact: Hedy Dehghan 916-774-5205 hdehghan@roseville.ca.us

Meeting Date: 9/18/2019

Item #: 8.2.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council adopt a resolution approving an exception to the 180-day wait period for public agencies to hire a retired annuitant as allowed by the California Public Employees' Retirement System (CalPERS) and the California Public Employees' Pension Reform Act of 2013 (PEPRA) and in compliance with California Government Code Section 7522.56 and 21224. The resolution, if approved, would allow retired Wastewater Treatment Plant Chief Operator, Alfred Robert Lawrence (Bob), to be rehired as an annuitant, without waiting the 180 days after retirement waiting period. Bob would be brought back part-time based on his specialized skills and knowledge to provide consulting support for completion of the Dry Creek Nitrate Reduction Project.

BACKGROUND

The California Public Employees Reform Act of 2013 ("PEPRA") requires a 180-day wait period before a retiree can return to work for a public agency; however, the 180-day wait period can be waived so long as City Council certifies the need to fill the critically needed position before 180 days have passed by resolution in a public meeting, and so long as the retiree did not retire with a retirement incentive such as the CalPERS Golden Handshake (i.e., 2 years additional service credit). In addition to the requirements of PEPRA, the appointment of a retiree to a position that is utilized for a limited timeframe and special project work must comply with Section 21224 of the Public Employees' Retirement Law ("PERL").

Bob Lawrence, Department of Environmental Utilities, has been an employee of the City for 32 years with the last 9 ½ years as Chief Operator of the Dry Creek Wastewater Treatment Plant (Plant). He retired from City service on July 6, 2019. Over the last 2 years, the City undertook the Dry Creek Nitrate Reduction Project (Project). The goal of the Project was to construct a series of process improvements that would allow the Plant to comply with a new regulatory limit on the concentration of nitrate in the Plant effluent. The various process improvements, once completed, require a significant amount of tuning to meet the new discharge limit. The City has until December 31, 2019, to meet regulatory requirements of reducing the concentration of nitrate in the Plant effluent to 10mg/l.

The Plant is staffed with a minimal number of operators to maintain a 24/7 operation. Due to the staffing level, Bob took the lead throughout the Project on strategizing how to operate the various process changes. Without his continued in-depth knowledge and experience with the new processes at the Plant, it will be difficult to reliably and efficiently meet the new nitrate limit. Therefore, the Department of Environmental Utilities recommends the City Council approve a request to bring Bob Lawrence back as a part-time retired annuitant, without waiting 180 days, to meet the new discharge requirement for nitrate. An internal recruitment has been completed and a selection has been made to handle the Chief Operator duties. However, this replacement will be the Chief Operator over both of the City's wastewater treatment plants and does not have the same level of technical knowledge and expertise with the Project. Staff is requesting that Bob come back on a part-time basis not to exceed 960 hours in this fiscal year to provide extra-help support to the new Chief Operator and ensure compliance with the new discharge requirement for nitrate. Staff confirms that Bob will be paid at step G of the Wastewater Treatment Plant Chief Operator salary schedule A and will not receive any retirement incentive nor will he receive any additional benefits as a retired annuitant.

FISCAL IMPACT

Based on the 960-hour limit that a retired annuitant may work, the maximum fiscal impact is estimated to be \$60,352.61. This can be absorbed in the Environmental Utilities Department's Wastewater FY2019-20 operating budget due to salary savings from vacancies. The recommended action will not result in an increase to the City's pension liability.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The retired annuitant exception request meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Hedy Dehghan, Assistant Human Resources Director

Stacey Peterson, Human Resources Director



Dominick Casey, City Manager

ATTACHMENTS:**Description**

Resolution No. 19-409

Appointment Document

RESOLUTION NO. 19-409

RESOLUTION FOR EXCEPTION TO THE 180-DAY WAIT PERIOD
GOVERNMENT CODE SECTIONS 7522.56 AND 21224

WHEREAS, in compliance with Government Code section 7522.56 the City of Roseville City Council must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and

WHEREAS, Alfred Robert Lawrence, CalPERS ID 1803620981 retired from City of Roseville in the position of Wastewater Treatment Plant Chief Operator effective July 6, 2019; and

WHEREAS, section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is January 6, 2020 without this certification resolution; and

WHEREAS, section 7522.56 provides that this exception to the 180 day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City of Roseville City Council, City of Roseville, and Alfred Robert Lawrence certify that Alfred Robert Lawrence has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City of Roseville City Council hereby appoints Alfred Robert Lawrence as an extra help retired annuitant to perform the duties of the Wastewater Treatment Plant Chief Operator for the City of Roseville under Government Code section 21224, effective September 28, 2019; and

WHEREAS, the entire employment agreement, contract or appointment document between Alfred Robert Lawrence and the City of Roseville has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position on Salary Schedule Management – A is \$10,897.00 and the hourly equivalent is \$62.8673, and the minimum monthly base salary for this position is \$8,131.53 and the hourly equivalent is \$46.9127; and

WHEREAS, the hourly rate paid to Alfred Robert Lawrence will be \$62.8673; and

WHEREAS, Alfred Robert Lawrence has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the City of Roseville City Council hereby certifies the nature of the appointment of Alfred Robert Lawrence as described herein and detailed in the attached employment agreement/contract/appointment document and that this appointment is necessary to fill the critically needed position of Wastewater Treatment Plant Chief Operator for the City of Roseville by September 28, 2019 because he has specialized skills to provide consulting support for completion of the Dry Creek Nitrate Reduction Project to meet regulatory requirements of reducing the concentration of nitrate in the effluent of the Dry Creek Wastewater Treatment Plant.

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

- ☐ New Hire
☐ Promotion
☐ Transfer
☐ Reclassification
☐ Change in Schedule/Status
☐ 2nd Position:
☒ Other: Re-Hire-Retired Annuitant



Personnel Transaction
Temporary Employees
 Human Resources

Effective Date: September 28, 2019

Status: Temporary Employee

Legal Name: Alfred "Bob" Lawrence

Employee ID: E 9838

New Employee:

SSN: _____

Address: _____

Birth Date: _____

City: _____, CA

Phone #: _____

Alt # (opt): _____

From:

Position: _____ Job Class #: _____ Step: ☐ A ☐ B ☐ C ☐ D ☐ E ☐ F ☒ G ☐ H

Department: _____ Division #: _____ Hourly Salary: _____

To/ New Hire:

Position: Wstwr Trtmnt Plt Chief Operator Job Class #: 9040A Step: ☐ A ☐ B ☐ C ☐ D ☐ E ☐ F ☒ G ☐ H

Department: 84-Environmental Utilities Division #: 74320/Wastewater Hourly Salary: \$62.8673

Acct # to Charge Wages: _____ JL Acct #: _____ Activity Code: _____

Evaluations Completed by: Bryan Buchanan ☐ Payroll contacted for temps in Timekeeping

Additional Jobs:

Division # - Name	Job Class	Position	Step	Hourly Salary
_____	_____	_____	-	_____
_____	_____	_____	-	_____
_____	_____	_____	-	_____

Schedule: ☐ 1000 Hour (25 hours/week) ☐ Seasonal (5 months) ☐ 1500 Hour

HR Use Only

1000 hours	1500 hours	Other
☐ PERS	☐ PERS ☐ No ICMA	☐ DMV
☐ ICMA	☐ CA ☐ CA ID	☐ Physical
☐ RoseU	☐ Forms ☐ PY	_____
☐ E0	☐ RoseU ☐ E0	_____
☐ PY		_____
Entered: _____ Other: _____		

Richard D. Plecker 8.26.19
 Department Head Signature Date:
Richard D. Plecker
 Print Name
[Signature] 8/27/19
 Human Resources Date:
[Signature] 8/27/19
 City Manager Date:



COUNCIL COMMUNICATION

CC #: 0301

File #: 0102

Title: Request for Council Discretionary Funds - Placer Breast Cancer Foundation

Contact: Heather Blanco 916-746-1171 hblanco@roseville.ca.us

Meeting Date: 9/18/2019

Item #: 9.1.

RECOMMENDATION TO COUNCIL

Recommend City Council consider a request for \$2,000.00 from Council Discretionary Funds for The Placer Breast Cancer Foundation for its annual Hot Pink Fun Run.

The balance remaining in the Council's Discretionary Funds for FY2019-20 is \$29,909.00.

BACKGROUND

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. The City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to \$15,000 of the annual earnings for the purpose of improving the quality of life in Roseville.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund. Annually, the Chief Financial Officer allocates \$15,000 of the investment earnings on the Citizens' Benefit Fund per section 4.06.04 of the Municipal Code to the Council Discretionary funds in the annual budget, as part of the Citizens' Benefit Fund investment earnings available for appropriation each year. These earnings are restricted for the purpose of improving the quality of life for the residents in Roseville and are appropriated by the City Council.

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 award of funds does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Heather Blanco, Management Assistant

Sonia Orozco, City Clerk

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

Placer Breast Cancer Foundation request for Council Discretionary Funds



August 5, 2019

John Allard, Mayor
City of Roseville
311 Vernon Street
Roseville, CA 95678

Dear Mayor Allard and City Council:

The Placer Breast Cancer Foundation requests a \$2,000 sponsorship of its annual Hot Pink Fun Run – Bubbles & Brew. This will be the 12th Annual Hot Pink Fun Run and will take place on September 29th at Vernon Street Downtown Square. This annual event serves the community in three important ways:

- 1) The Fun Run provides Roseville families and visitors with an opportunity to enjoy time outdoors together in a safe and healthy activity. We also provide an opportunity for those in our community to learn more about breast cancer prevention and education.
- 2) The Fun Run brings participants to Downtown Roseville, working with local vendors, non-profits, and community organizations to provide our attendees with an amazing opportunity to visit our local Downtown businesses and City resources that they may not ordinarily be exposed to.
- 3) Funds raised through runners' fees and sponsorships are used:
 - a. To donate funds to the UC Davis Comprehensive Cancer Center study that is working to determine how best to treat Triple-Negative breast cancer sufferers.
 - b. To present our Annual Placer Women's Retreat and help women in our area improve their health by focusing on beneficial practices including health care, exercise and mental well-being.
 - c. To present our Annual Hot Pink Fun Run which is a family friendly local event with a focus on cancer survivors as well as breast cancer outreach held at the Vernon Street Town Square.
 - d. To complete development and implementation of an education initiative to create educational materials, online resources, and outreach opportunities designed to help high school students and adult residents identify the signs and risk factors of breast cancer and aid in the prevention of the disease.

We would greatly appreciate the Council's granting this sponsorship request this year. If you do, we pledge to apply the monies as we have in the past to doing all we can to continue our education, outreach, and research funding.

Respectfully,

Carol Garcia, Board Chair



COUNCIL COMMUNICATION

CC#: 0271

File #: 0215-07

Title: 1513 Eureka Road Medical Office Building - Fee Deferral

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

Meeting Date: 9/18/2019

Item #: 10.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving a fee deferral for the 1513 Eureka Road Medical Office project consisting of 77,106 sq. ft. in the amount of \$1,864,622.25 until final of building permit/building occupancy.

BACKGROUND

The City of Roseville offers a fee deferral program through the Economic Development Department as an incentive to encourage development. The impact fees that are able to be deferred apply to City-controlled fees only.

On August 12, 2019, Pappas Gateway, L.P. requested a fee deferral of certain City-controlled development impact fees in the amount of \$1,864,622.25 for the construction of a 77,106 sq. ft. medical office building, see Attachment 1. The medical office building is located at 1513 Eureka Road near the northeast corner of Eureka and Lead Hill Boulevard. The project includes the construction of the medical office building, 452 parking spaces and site landscaping and lighting. The project is expected to employ up to 150 full time workers. One building elevation is shown below; however, please refer to Attachment 2 for a copy of the site plan and all building elevations.



The fee deferral types and amounts are identified below:

TABLE 1	
1513 EUREKARD MEDICAL OFFICE FEE DEFERRAL	
City Deferred Fees	Amount
Public Facilities Fee	\$63,167.06
Local Sewer Fee	\$19,054.56
Regional Sewer Fee	\$412,780.32
Water Connection Fee Domestic	\$112,834.80
Water Connection Fee Irrigation	\$16,394.80
Water Pressure Zone Fee	\$34,732.04
Traffic Mitigation Fee	\$1,083,436.56
Solid Waste Fee	\$26,191.22
Electric Backbone Fee 3-Phase	\$96,030.88
TOTAL	\$1,864,622.25

According to the Roseville Municipal Code (RMC) all non-residential fee deferrals greater than \$100,000 dollars are required to be approved by the City Council. Construction is expected to commence in the Spring of 2020. The typical construction and inspection timeframe for office/medical office buildings is 12-18 months. In an effort to cover lost interest resulting from the City fee deferral, there is an interest charge of 2.5% that will be paid upon issuance of building permit occupancy/final. The RMC additionally identifies an administrative processing fee of \$783.00 to be charged on the building permit to cover staff's time of processing requests.

FISCAL IMPACT

The requested deferral itself will not result in a loss of impact fees nor earned interest income. The development impact fees are required to be paid prior to issuance of building permit occupancy/final. To ensure that the City will not have loss of interest income, the Roseville Municipal Code requires an interest rate be charged on monies deferred. Specifically, the City's Finance Department identified that the City's ten-year average pooled interest rate is approximately 2.5%. Therefore, an interest rate of 2.5% will be charged on the monies deferred to cover the City's cost of loss of interest income on the fee deferral. Additionally, the Roseville Municipal Code identifies an administrative processing fee of \$783.00 to be charged to each building permit(s).

The City's fee deferral program is an important economic development tool that facilitates new development that may not otherwise be financially feasible without this program. As a result, this program has the potential to increase impact fees and investment that directly increase property values that may not otherwise occur if this program was not available. The proposed medical office building is anticipated to bring \$50 million in capital investment to the City of Roseville and 150 full time employees. In addition, the project is roughly estimated to generate \$75,000 annually in property taxes for the benefit of the City.

ECONOMIC DEVELOPMENT / JOBS CREATED

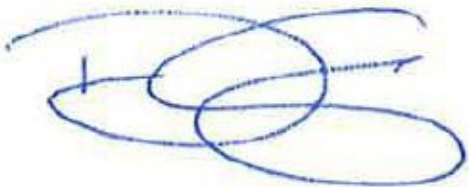
The Eureka Road Medical Office Building project consists of the construction of a 77,106 sq. ft. building, 452 parking spaces and site landscaping and lighting. The medical office project is expected to generate approximately 150 new full time jobs, \$50 million in capital investment, and temporary construction jobs.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15061(c)(3) and §15378. This fee deferral meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Laura Matteoli, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-394

Medical Office Fee Deferral Request

1513 Eureka Road MOB Site Plan & Elevation

RESOLUTION NO. 19-394

APPROVING FEE DEFERRALS FOR THE
1513 EUREKA ROAD MEDICAL OFFICE BUILDING

WHEREAS, the City of Roseville has offered a fee deferral program through the Economic Development department since the mid 1990's to encourage development; and

WHEREAS, the Economic Development department received a request from Pappas Gateway, LP, requesting a fee deferral of certain City controlled impact fees; and

WHEREAS, the fee deferral requires City Council approval and that the deferred fees be paid for or bonded for prior to the issuance of a building permit occupancy/final permit; and

WHEREAS, staff recommends City Council approve the City fee deferral to building permit/occupancy final in the amount of \$1,864,622.25 for the 1513 Eureka Road Medical Office Building (with the City's ten year pooled interest rate of 2.5%); and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the City fee deferral to building permit/occupancy final in the amount of \$1,864,622.25 for the 1513 Eureka Road Medical Office Building (with the City's ten year pooled interest rate of 2.5%) is hereby approved.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Pappas Gateway, L.P.

2020 L Street, 5th Floor
Sacramento, CA 95811

Phone: 916-447-7100

Fax: 916-447-7112

August 12, 2019

Laura Matteoli
City of Roseville
Economic Development Director
311 Vernon Street
Roseville, CA 95678

RE: 1513 Eureka Road / Medical Office Building/ APN 048-013-013 & 014

Dear Ms. Matteoli:

We are requesting that the pertinent building permit and impact fees for this project are deferred until occupancy.

We anticipate starting construction activities in spring 2020. Our goal is to pull the building permit in 2019 and be ready to move forward as soon as weather allows. Once complete the building is anticipated to accommodate over 150 employees, not including the temporary construction jobs needed to build the project. Pursuant to our Design Review approvals, the project will provide 452 parking spaces.

Pappas Gateway will be making a significant investment in Roseville, as the project costs are anticipated to be near \$50 million dollars. The fee deferral will allow us to apply our initial capital towards other costs and kickstart the project.

I have attached the approved site plan and elevation. Please let me know if you have any questions or concerns.

Thank you for your consideration.

Sincerely,



Travis Batts

Exhibit A



PLANT SCHEDULE

TREES	BOTANICAL NAME	CONT	QTY	WATER USE
	Acer rubrum 'Autumn Glory' Autumn Glory Maple	24" box	8	M
	Arbutus unedo Strawberry Tree	15 gal	31	L
	Cercis canadensis 'Forest Pansy' TM Forest Pansy Redbud	15 gal	7	M
	Cercis canadensis 'Oklahoma' Oklahoma Redbud	15 gal	44	M
	Pistacia chinensis 'Keith Davey' Keith Davey Chinese Pistache	15 gal	12	L
	Prunus cerasifera 'Purple Pansy' Dwarf Flowering Plum	15 gal	51	M
	Zelkova serrata 'Green Vase' Sawleaf Zelkova	15 gal	34	M

SHRUB LEGEND

BOTANICAL NAME	COMMON NAME	PLANT SIZE	SIZE (HxW)	WATER USE
DIETES IRIDIODES	FORTNIGHT LILY	5 GAL	2'x2'	L
DIANELLA TASMANICA	FLAX LILY	1 GAL	2'x2'	M
EUCONYMIUS FORTUNEI	WINTERCREEPER	1 GAL	2'x3'	M
'EMERALD 'N GOLD'				
FESTUCA 'ELIJAH BLUE'	BLUE FESCUE	1 GAL	1'x1'	L
GAURA LINDHEIMERI	BUTTERFLY GAURA	1 GAL	2'x2'	M
JUNIPERUS 'SAY HOCKEY'	SPYGLASS JUNIPER	5 GAL	12'x2'	L
LOMANDRA LONGIFOLIA	DWARF MAT RUSH	1 GAL	2'x2'	L
LOROPETALUM 'PURPLE PIXIE'	CHINESE FRINGE	5 GAL	2'x6'	M
NANDINA DOMESTICA	HEAVENLY BAMBOO	5 GAL	7'x2'	M
PHORMIUM HYB	NEW ZEALAND FLAX	15 GAL	3'x3'	L
PITTOSPORIUM 'CREAM DE MINT'	NCN	1 GAL	2'x3'	M
RHAPHIOLEPIS 'BALLERINA'	INDIAN HAWTHORNE	1 GAL	2'x4'	L

GROUND COVER LEGEND

BOTANICAL NAME	COMMON NAME	PLANT SIZE	SPACING	WATER USE
AGAPANTHUS 'STORM CLOUD'	LILY OF THE WILE	1 GAL	@ 2' O C	M
ARCTOSTAPHYLOS D.	MANZANITA	1 GAL	@ 4' O C	L
'EMERALD CARPET'				
BACCHARIS PILULARIS	DWARF COYOTE BUSH	1 GAL	@ 4' O C	L
'TWIN PEAKS II'				
COTONEASTER LOWFAST	COTONEASTER	1 GAL	@ 6' O C	L
HEMEROCALLIS HYB	DAYLILY	1 GAL	@ 2' O C	M
GAZANIA	NCN	1 GAL	@ 1' O C	L
JUNIPERUS HORIZONTALIS	JUNIPER	1 GAL	@ 3' O C	L
MYOPORUM PARVIFOLIUM	NCN	1 GAL	@ 4' O C	L
ROSA	CARPET ROSE	1 GAL	@ 3' O C	L
ZAUSCHNERIA CALIFORNICA	CALIFORNIA FUCHSIA	1 GAL	@ 3' O C	L

STORM WATER PLANTER

BOTANICAL NAME	COMMON NAME	PLANT SIZE	SPACING	WATER USE
NATIVE PRESERVATION BLEND		SOD		L

VINE LEGEND

BOTANICAL NAME	COMMON NAME	PLANT SIZE	SPACING	WATER USE
PARTHENOCISSUS TRICUSPIDATA	BOSTON IVY	5 GAL	@ 4' O C	M

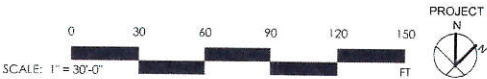
PARKING LOT SHADE TREE

Quercus virginiana	35'	Full	4	962	3,848
Zelkova s. 'Green Vase'		Three-Qtrs	3	722	2,166
		Half	24	481	11,544
		Quarter	0	241	0
		Total			17,558
Pistacia c. 'Keith Davey'	30'	Full	8	706	5,648
		Three-Qtrs	2	530	1,060
		Half	1	354	354
		Quarter	0	177	0
		Total			7,062
Cercis c. 'Oklahoma'	15'	Full	40	353	14,120
Lagerstroemia x 'Tonto'		Three-Qtrs	4	265	1,060
Magnolia g. 'Little Gem'		Half	90	177	15,930
Prunus c. 'Purple Pansy'		Quarter	0	82	0
		Total			31,110

Total Tree Shaded Area Provided:	55,730
Percent of Parking Shaded	34.8%
Total Parking Area	160,026

LANDSCAPE NOTES

- IRRIGATION SYSTEM TO BE WATER EFFICIENT AND PER CITY STANDARDS
- SLOPE ALL PLANTING AREAS A MINIMUM OF 2% TO PROVIDE POSITIVE DRAINAGE
- IMPORTED TOPSOIL SHALL BE TESTED BY AN APPROVED SOIL TESTING SERVICE, AND TOPSOIL SHALL BE AMENDED PER THE RECOMMENDATIONS CONTAINED IN THAT SOILS REPORT
- TOP DRESS ALL SHRUB AND GROUND COVER AREAS (NOT LAWN) WITH A 3" LAYER OF 2" SHREDDED FIR GARK MULCH. SUBMIT SAMPLE TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION
- TREE LOCATIONS MAY BE ADJUSTED IN THE FIELD BY THE LANDSCAPE ARCHITECT TO SUIT SITE REQUIREMENTS
- SOIL CONDITIONS CAUSING THE RETENTION OF WATER IN PLANTING PITS FOR MORE THAN 2 HOURS SHALL BE CORRECTED PRIOR TO PLANTING TO PROVIDE POSITIVE DRAINAGE. AT NO ADDITIONAL COST TO THE OWNER
- ALL PLANT MATERIALS SHALL COMPLY WITH SPECIFICATIONS OF ANSI Z60.1 "STANDARD FOR NURSERY STOCK"
- ALL TREES TO BE MINIMUM 15' FROM PARKING LOT AND STREET LIGHT
- LANDSCAPE PLANS ARE CONSISTENT WITH STATE WATER EFFICIENT REQUIREMENTS (CALIFORNIA CODE OF REGULATIONS TITLE 23, CH. 2.7, DIV. 2)



MEDICAL OFFICE BUILDING

ROSEVILLE, CA

COLOR LANDSCAPE PLAN

DATE: 05.22.2017
PROJECT NO: 1111-0009
SCALE:
SHEET:



NOTES:

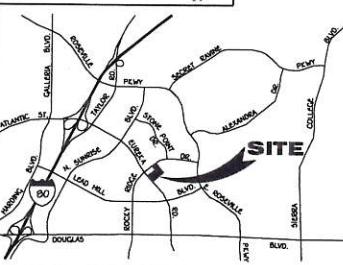
1. THIS PRELIMINARY GRADING PLAN IS SCHEMATIC ONLY, AND IS INTENDED TO DEPICT THE PROPOSED GENERAL DRAINAGE CONCEPTS AND THE MAGNITUDE OF CUTS AND FILLS. THE FINISHED DESIGN MAY INCORPORATE MINOR REVISIONS DUE TO FINAL DESIGN CONSIDERATIONS.
2. ALL GRADES SHOWN HEREON ARE FINISHED SURFACE GRADES.
3. A RECIPROCAL PARKING AND ACCESS AGREEMENT WILL BE PROVIDED BETWEEN THE PARCELS.
4. ALL IMPROVEMENTS ARE TO CONFORM TO THE CITY OF ROSEVILLE STANDARDS AND NO DEVIATIONS FROM THOSE STANDARDS ARE PROPOSED.
5. EXISTING UTILITIES TO BE REMOVED AS NECESSARY TO ACCOMMODATE LOCATIONS OF PROPOSED BUILDINGS.

PRELIMINARY GRADING AND UTILITY PLAN FOR: 1513 EUREKA ROAD CITY OF ROSEVILLE PAPPAS GATEWAY, LP CALIFORNIA

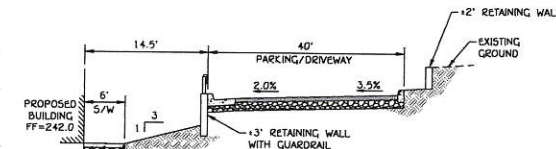
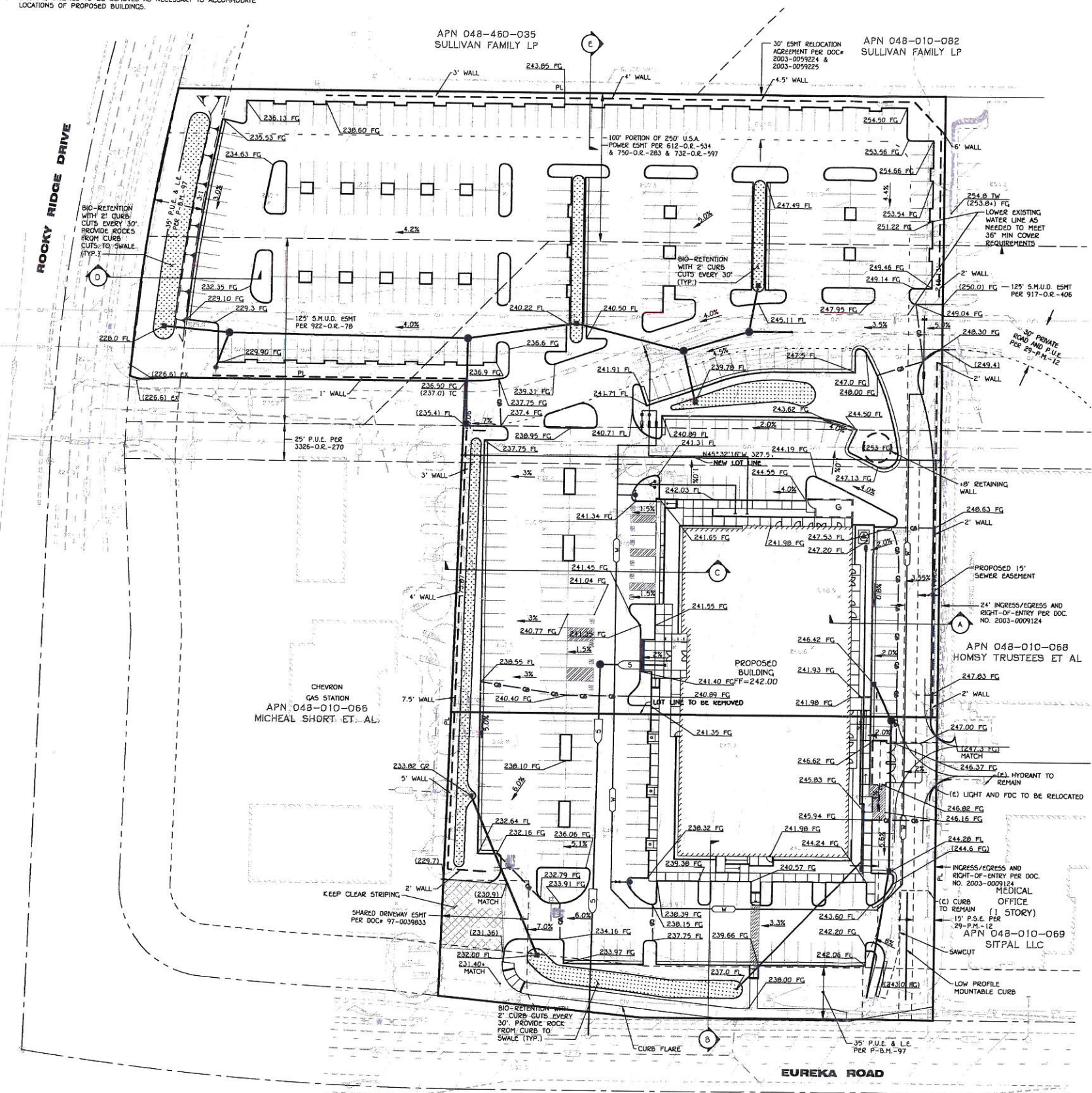
Exhibit B

VICINITY MAP

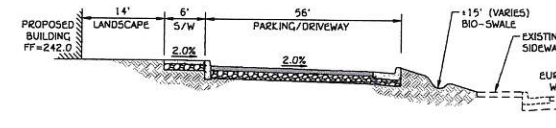
NOT TO SCALE



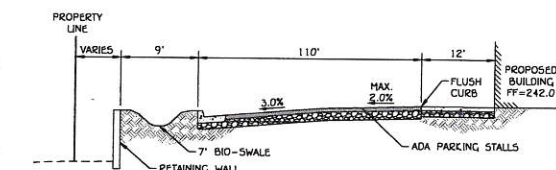
SCALE: 1"=30'



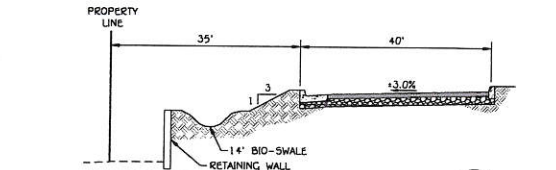
CROSS SECTION A



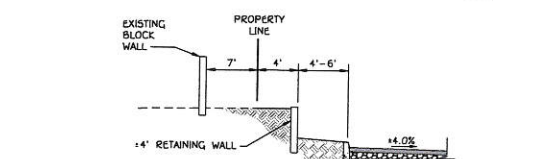
CROSS SECTION B



CROSS SECTION C



CROSS SECTION D



CROSS SECTION E

LEGEND

DESCRIPTIONS	(P) PROPOSED	(E) EXISTING
STORM DRAIN	12" D	
SANITARY SEWER	6" S	
WATER MAIN	8" W	
FIRE SERVICE	6" FS	
CENTERLINE		
RIGHT OF WAY LINE		
BOUNDARY LINE		
ELECTRICAL LINE		
GAS LINE		
TELEPHONE LINE		
JOINT TRENCH		
FENCE		
WOOD FENCE		
WROUGHT IRON FENCE		
WALL		
SIDEWALK WITH CURB AND GUTTER		
VARIABLE CURB FACE		
BARRICADE		
DRIVEWAY		
MANHOLE		
DRAIN INLET		
SEWER CLEANOUT		
WATER SERVICE		
METERED WATER SERVICE		
POST INDICATOR VALVE		
FIRE HYDRANT		
FIRE DEPT. CONNECTION		
BLOWOFF VALVE		
GATE VALVE		
BUTTERFLY VALVE		
REDUCED PRESSURE		
BACKFLOW PREVENTOR		
DOUBLE DETECTOR		
CHECK VALVE		
TYPE 'A' STREET LIGHT		
TYPE 'B' STREET LIGHT		
TRAFFIC LIGHT		
TRANSFORMER		
PULLBOX		
PEDESTAL & SERVICE CAN		
UTILITY SERVICE PEDESTAL		
UTILITY POLE		
GUY WIRE		
4 SIDED STREET SIGN		
SIGN		
RIDGE LINE		
DIRECTION OF FLOW		
FLOWLINE		
SWALE		
PAD ELEVATION	000.0	000.0
ELEVATION	123.45	123.45
2:1 SLOPE UNLESS NOTED OTHERWISE		
TREE TO BE REMOVED		
TREE TO REMAIN, CONSTRUCT TEMPORARY FENCE		

PRELIMINARY GRADING AND UTILITY PLAN FOR:
1513 EUREKA ROAD
PAPPAS GATEWAY, LP
MAY 18, 2017

B BURRELL CONSULTING GROUP, INC.

1001 Enterprise Way, Suite 100 Roseville, CA 95678 (916) 783-8898

Exhibit C



Medical Office Building EUREKA ROAD @ ROCKY RIDGE

Roseville, CA

BUILDING ELEVATIONS

DATE: 5-22-2017
PROJECT NO: 1111-0009
SCALE: 1/8" = 1'-0"
SHEET: A3.01

PAPPAS INVESTMENTS





COUNCIL COMMUNICATION

CC #: 0278

File #: 0206-03-01 & 0400-09-01

Title: Community Facilities District No. 3 (Municipal Services)-Annexation No. 22 (Lots A, & 4-7, Diamond Creek 30 & 33)

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

Meeting Date: 9/18/2019

Item #: 10.2.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council conduct a public hearing and adopt the following resolutions:

- A Resolution of Annexation of Territory to Community Facilities District No. 3 (Municipal Services) Authorizing the Levy of a Special Tax Lien and Submitting Levy of Tax to Qualified Electors
- A Resolution Declaring Results of Special Annexation Election for Community Facilities District No. 3 (Municipal Services) Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien.

BACKGROUND

As part of the conditions of approval for a rezone from nonresidential to residential parcels, the landowner is obligated to annex into Community Facilities District No. 3 (Municipal Services) (CFD No. 3). The property is being annexed into CFD No. 3 in order to offset the property's impact on the City's General Fund resources available to pay for municipal services citywide, including the annexation area. The intent to annex was approved by Council on August 7, 2019, and a Public Hearing was set for September 18, 2019.

FISCAL IMPACT

The annexation into CFD No. 3 helps offset the property's impact on the City's General Fund resources available to pay for municipal services and therefore will not negatively impact the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

n/a

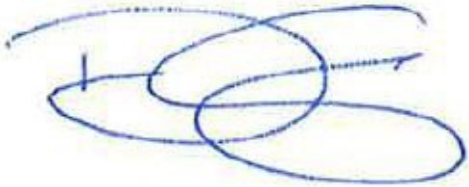
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Adoption of the resolutions meet the above criteria and are not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Dennis Kauffman, Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Notice of Public Hearing

Resolution No. 19-400

Resolution No. 19-401

Amended Notice of Special Tax Lien

Boundary Map

NOTICE OF PUBLIC HEARING

CITY OF ROSEVILLE Community Facilities District No. 3 (Municipal Services)

Annexation No. 22 (Lots A, & 4-7, Diamond Creek 30 & 33)

Notice is hereby given by the City of Roseville (the "City") with respect to its Community Facilities District No. No. 3 (Municipal Services) (the "CFD") that on August 7, 2019, the City Council of the City, as the legislative body for the CFD, adopted its Resolution No. 19-352, "A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein" (the "Resolution of Intention"). Reference is hereby made to the Resolution of Intention, on file with the City Clerk of the City for further particulars. The following is a summary of the provisions of the Resolution of Intention.

Pursuant to the Resolution of Intention, the Council determined that the public convenience and necessity require that certain territory, as more particularly described in the Resolution of Intention, be annexed to the existing CFD, all as provided in the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 et seq., California Government Code (the "Act')). The Resolution of Intention provides that the special taxes heretofore caused to be levied in the CFD for financing the services provided through the CFD shall be levied in the territory proposed to be annexed, subject to public hearing and landowner election proceedings as specified in the Act.

Notice is further given that Wednesday, September 18, 2019 at 6:00 p.m. or as soon as possible thereafter, at the City of Roseville Civic Center Council Chambers located at 311 Vernon Street, Roseville, California 95678, are the time and place when and where the Council of the City as the legislative body for the CFD, will conduct a public hearing on the annexation of the territory described in the Resolution of Intention to the CFD and finally consider and determine whether the public convenience and necessity require the annexation of said territory to the CFD and the levy of special taxes therein.

Notice is further given that at the hearing, the testimony of all interested persons for and against the annexation of said territory to the CFD or the levying of special taxes within the territory proposed to be annexed will be heard.

Dated: _____, 2019

/s/ Sonia Orozco
Sonia Orozco, City Clerk
City of Roseville

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 19-400

A RESOLUTION OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS

**CITY OF ROSEVILLE
Community Facilities District No. 3
(Municipal Services)**

Annexation No. 22 (Lots A, & 4-7, Diamond Creek 30 & 33)

WHEREAS, the City Council (the "Council") of the City of Roseville (the "City") on August 7, 2019, adopted Resolution No. 19-352, entitled "A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein" (the "Resolution of Intention"), stating its intention to annex territory to the City's Community Facilities District No. 3 (Municipal Services) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act");

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the CFD and stating the services to be provided and the rate and method of apportionment of the special tax to be levied within the territory to be annexed to the CFD, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein;

WHEREAS, said annexation boundary map, labeled Annexation Map No. 22 of Community Facilities District No. 3 (Municipal Services) (Lots A, & 4-7, Diamond Creek 30 & 33), has been recorded with the County Recorder of the County of Placer on August 15, 2019, at Book 3 of Maps of Assessment and Community Facilities Districts at Page 41-17, which map shows the territory to be annexed to the CFD;

WHEREAS, on the date hereof, this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the CFD;

WHEREAS, at said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

WHEREAS, prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to the CFD by (i) 50% of more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to the CFD, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to the CFD.

NOW, THEREFORE, be it resolved by the City Council of the City of Roseville:

1. All prior proceedings taken by this Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.

2. The description and map of the boundaries of the territory to be annexed to CFD, as described in the aforementioned Annexation Map No. 22 on file with the Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

3. The provisions of the Resolution of Intention as heretofore adopted by this Council are by this reference incorporated herein, as if fully set forth herein.

4. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the CFD shall be submitted to the voters of the area to be annexed to the CFD at an election called therefor as hereinafter provided.

5. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the CFD for some period during the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within the territory proposed to be annexed to the CFD and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in the territory proposed to be annexed to the CFD.

6. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under Section 4000 of the California Elections Code. This Council hereby determines that paragraphs (a), (b), and (c)(1) of said Section 4000 and Section 4108 of the California Elections Code are applicable to this election, provided however, the City has received written waivers from the owner of all the territory to be annexed and the election may be expedited.

7. The Council hereby calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election shall be held on September 18, 2019 at the City of Roseville Civic Center Council Chambers located at 311 Vernon Street, Roseville, California 95678.

8. The City Clerk is hereby appointed as the election official to conduct the election and cause to be provided to each landowner(s) in the territory to be annexed to the CFD, a ballot in the form of Exhibit A hereto, which form is hereby approved.

9. The City Clerk shall accept the ballots of the qualified electors received prior to 6:00 p.m. on September 18, 2019, whether received by mail or by personal delivery.

10. This Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

11. Under Section 50075.1 of the Government Code, the following accountability provisions shall apply to the special taxes: (a) the provision and/or acquisition of the services

and the incidental costs thereof, all as defined in the Resolution of Intention, shall constitute the specific single purpose; (b) the proceeds shall be applied only to the specific purposes identified in (a) above; (c) there shall be created special account(s) or funds(s) into which the proceeds shall be deposited; and (d) there shall be caused to be prepared an annual audit and report of the CFD.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the ____ day of _____, 2019, by the following vote of the City Council:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

Mayor

ATTEST:

City Clerk of the City of Roseville

EXHIBIT A

**CITY OF ROSEVILLE
Community Facilities District No. 3
(Municipal Services)**

Annexation No. 22 (Lots A, & 4-7, Diamond Creek 30 & 33)

**OFFICIAL BALLOT
SPECIAL TAX ELECTION**

This ballot is for the special landowner election to annex property into City of Roseville Community Facilities District No. 3 (Municipal Service). You must return this ballot to the office of the City Clerk of the City of Roseville **no later than the hour of 6:00 p.m. on September 18, 2019, either by mail or in person**. The Clerk's office is located at 311 Vernon Street, Roseville, CA 95678.

To vote, mark a cross (X) on the voting line after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the City Clerk and obtain another.

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT, OR THE VOTER MAY WRITE NUMBERS IN THE SPACES PROVIDED.

The amount of money to be raised annually by the special tax levied in the territory to be annexed is \$_____ for Fiscal Year 2019-20 (and subject to escalation annually), the duration of the special tax is perpetual, and the rate of the special tax shall be determined in accordance with the rate, method of apportionment, and manner of collection of special tax for the CFD.

BALLOT MEASURE: Shall the City of Roseville (the "City"), by and for its Community Facilities District No. 3 (Municipal Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in "A Resolution of Annexation of Territory to Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors," adopted by the City Council of the City on September 18, 2019?	YES: _____ NO: _____
--	---

By execution in the space provided below, you also indicate your waiver of (i) the time limit pertaining to the conduct of the election, (ii) any requirement for analysis and arguments with respect to the ballot measure, and (iii) any irregularity in the proceedings that may be claimed as a result of the this vote or the application of such waivers.

Number of Acres: _____

Property Owner:

Number of Votes: _____

BBC Diamond Creek LLC, a California
limited liability company

By

: _____

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 19-401

**A RESOLUTION DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION,
DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF
AMENDED NOTICE OF SPECIAL TAX LIEN**

**CITY OF ROSEVILLE
Community Facilities District No. 3
(Municipal Services)**

Annexation No. 22 (Lots A, & 4-7, Diamond Creek 30 & 33)

WHEREAS, in proceedings heretofore conducted by the City Council (the "Council") of the City of Roseville (the "City") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 3 (Municipal Services) (the "CFD");

WHEREAS, pursuant to the terms of the resolution which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election, a copy of which is attached hereto as Exhibit A; and

WHEREAS, this Council has reviewed the Canvass and hereby approves it;

NOW, THEREFORE, be it resolved by the City Council of the City of Roseville:

1. The issue presented at the special election was the levy of a special tax within the territory annexed to the CFD, to be levied in accordance with the formula heretofore approved by this Council on September 18, 2019, entitled, "A Resolution of Annexation of Territory to Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors."

2. Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowners of the territory annexed to the CFD by more than two-thirds of the landowners voting at the special election.

3. Pursuant to the voter approval, said annexed territory to the CFD is hereby declared to be fully annexed to and part of the CFD and this Council may levy special taxes therein as heretofore provided in these proceedings.

4. It is hereby found that all prior proceedings and actions taken by this Council pursuant to the CFD and the territory annexed thereto were valid and in conformity with the Act.

5. Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Placer, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the _____ day of _____, 2019, by the following vote of the City Council:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

Mayor

ATTEST:

City Clerk of the City of Roseville

EXHIBIT A

CANVASS AND STATEMENT OF RESULT OF ELECTION

**CITY OF ROSEVILLE
Community Facilities District No. 3
(Municipal Services)**

Annexation No. 22 (Lots A, & 4-7, Diamond Creek 30 & 33)

I hereby certify that on this date, I canvassed the returns of the election held on September 18, 2019, in the territory annexed to City of Roseville Community Facilities District No. 3 (Municipal Services), which election is designated as the Special Tax Annexation Election, and the total number of ballots cast in the territory to be annexed and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner <u>Votes</u>	Votes <u>Cast</u>	<u>YES</u>	<u>NO</u>
City of Roseville Community Facilities District No. 3 (Municipal Services) Annexation No. 22 (Lots A, & 4-7, Diamond Creek 30 & 33) Special Tax Annexation Election, September 18, 2019.	_____	_____	_____	_____

BALLOT MEASURE: Shall the City of Roseville (the "City"), by and for its Community Facilities District No. 3 (Municipal Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in "A Resolution of Annexation of Territory to Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors," adopted by the City Council of the City on September 18, 2019?
--

YES:_____

NO:_____

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND on _____, 2019.

By: _____
City Clerk
City of Roseville

**RECORDING REQUESTED BY AND
AFTER RECORDATION PLEASE RETURN TO:**

City Clerk Department
City of Roseville
311 Vernon Street
Roseville, CA 95678
Telephone: (916) 774-5263

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

CITY OF ROSEVILLE
COMMUNITY FACILITIES DISTRICT NO. 3 (MUNICIPAL SERVICES)
COUNTY OF PLACER, STATE OF CALIFORNIA

Annexation No. 22 (Lots A, & 4-7, Diamond Creek 30 & 33)

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, section 53311, et. seq., of the California Government Code (the "Act"), the undersigned City Clerk of the City of Roseville (the "City"), County of Placer, State of California, hereby gives notice that a lien to secure payment of a special tax which the City is authorized to levy for Community Facilities District No. 3 (Municipal Services) (the "CFD"), County of Placer, State of California, is hereby imposed on the property described herein. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of public services in and according to the rate and method of apportionment set forth in that certain Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder of the County of Placer, State of California on October 22, 2004, as Document No. 2004-0140669, to which recorded Notice of Special Tax Lien and amendment thereto reference is hereby made and the provisions of which are hereby incorporated by this reference.

This Amended Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory of Community Facilities District No. 3 (Municipal Services) of the City Roseville the lands set forth in that certain "Annexation Map No. 22" to Community Facilities District No. 3 (Municipal Services), County of Placer, State of California," heretofore recorded on August 15, 2019 at Book 3 Maps of Assessment and Community Facilities Districts at Page 41-17 in the office of the County Recorder of the County of Placer, State of California.

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53324 of the Government Code, the undersigned, City Clerk of the City of Roseville, hereby gives notice that a lien to secure payment of a special tax which the City Council of the City of Roseville, County of Placer, State of California is authorized to levy is hereby imposed. The special tax secured by this lien is authorized to be levied for the purpose of paying for public services as described in **Exhibit A** attached hereto, and the incidental expenses related thereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which have been annexed to Community Facilities District No. 3 (Municipal Services), as shown in the Annexation Map referred to above, are thus included in this Amended Notice of Special Tax Lien, together with the name(s) of the

owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the City are as set forth in **Exhibit C** attached hereto and hereby made a part hereof.

The special tax is authorized to be levied against the parcel(s) described in **Exhibit C** attached hereto, which parcel(s) has been annexed into Community Facilities District No. 3 (Municipal Services), City of Roseville, County of Placer, State of California, which has been officially formed and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect unless the special tax obligation is canceled in accordance with law or the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The amended rate, method of apportionment and the manner of collection of the authorized special tax is shown on **Exhibit B** attached hereto. The rate, method of apportionment, and the manner of collection of the authorized special tax does not contain conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied.

Notice is further given that upon the recording of this notice in the office of the county recorder, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the Community Facilities District No. 3 (Municipal Services), City of Roseville, in accordance with Section 3115.5 of the Streets and Highways Code.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the City Administrator of the City of Roseville, 311 Vernon Street, Roseville, CA 95678, telephone number (916) 774-5319.

Dated: As of _____, 2019

By: _____
City Clerk
City of Roseville

EXHIBIT A – List of Authorized Services
EXHIBIT B – Amended Rate and Method of Apportionment
EXHIBIT C – Property Owner(s) and Parcel Number(s)

EXHIBIT A

CITY OF ROSEVILLE COMMUNITY FACILITIES DISTRICT No. 3 (MUNICIPAL SERVICES)

LIST OF AUTHORIZED SERVICES

The Community Facilities District No. 3 (Municipal Services) (the “CFD”) shall include the City services authorized under Section 53313 of the Community Facilities Act of 1982, Chapter 2.5 of Division 2 of Title 5 of the California Government Code, commencing with Section 53311 (the “Act”), which include the following services, to the extent that such services are in addition to those provided in the territory of the CFD before the CFD was created (or, as to territory which may be annexed to the CFD, before such territory was annexed to the CFD.) In accordance with Section 53313 of the Act, the additional services may not supplant services already available within the territory when the district was created.

- (a) Police protection services, including, but not limited to, criminal justice services. However, criminal justice services are limited to providing services for jails, detention facilities, and juvenile halls.
- (b) Fire protection and suppression services, and ambulance and paramedic services.
- (c) Recreation program services, library services, maintenance services for elementary and secondary school sites and structures, and the operation and maintenance of museums and cultural facilities, subject to the limitations contained in Section 53313 of the Act.
- (d) Maintenance of parks, parkways, and open space.
- (e) Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, and sandstorm protection systems.
- (f) Services with respect to removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment, subject to the limitations contained in Section 53313 of the Act.

EXHIBIT B

CITY OF ROSEVILLE COMMUNITY FACILITIES DISTRICT NO. 3 (MUNICIPAL SERVICES)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 3 (Municipal Services) [herein "CFD No. 3"] shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 3, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 3, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" or **"Acre"** means the land area making up an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the County Recorder's Office.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer the CFD as determined by the Finance Director.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment of Special Tax.

"Affordable Housing Director" means, at any point in time, the person within the City who services as head of the department that is in charge of the City's affordable housing program.

"Affordable Unit" means a Unit built on a Parcel for which an Affordable Purchase Development Agreement or similar agreement has been recorded on title of the property designating the Unit as affordable (as determined by the City) and resulting in a deed of trust on the Parcel in favor of the City. The City's Affordable Housing Director shall determine which Units are designated as Affordable Units and maintain an Affordable Unit Listing which shall contain all designated buildable parcels by tract and lot number. The Affordable Unit Listing shall also be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market Rate Units. The Affordable Unit Listing, which shall contain all qualifying Affordable Units as of April 30,

shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Special Tax for Parcels pursuant to Section C.

“Affordable Unit Assignment” means a reduction in the Maximum Special Tax for a Parcel due to the assignment of an Affordable Unit(s) to the Parcel.

“Annual Tax Escalation Factor” means an annual increase in the Maximum Special Tax following the Base Year in an amount equal to the lesser of: (i) the combined percentage increase, if any, in the City of Roseville General Fund Operating Budget for police and fire services, or (ii) four percent (4%).

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel number.

“Authorized Services” means the public services authorized to be funded by CFD No. 3 as set forth in the documents adopted by the City Council when the CFD was formed.

“Base Year” means Fiscal Year 2009-10.

“City” means the City of Roseville.

“City Council” means the City Council of the City of Roseville, acting as the legislative body of CFD No. 3.

“County” means the County of Placer.

“Developed Property” means, in any Fiscal Year, both of the following:

- For Condominium Conversion Parcels, all individual Units for which an escrow has closed prior to June 30 of the preceding Fiscal Year; and
- All other Parcels of Taxable Property within the CFD for which a use permit or building permit for new construction of a residential or non-residential structure was issued prior to June 30 of the preceding Fiscal Year.

“Finance Director” means the Finance Director for the City of Roseville or his or her designee or successor.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Land Use Designation” means the land use designated to be built on a particular Parcel based on reference to an adopted community plan or specific plan or, to the extent that such a plan has not been approved for a Parcel, to the City’s general plan.

“Market Rate Unit” means a Unit that is not an Affordable Unit.

“Multi-Family Property” means, in any Fiscal Year, all Parcels in CFD No. 3 for which a building permit was issued or may be issued for construction of a residential structure with multiple units that share common walls, all of which are offered for rent to the general public.

“Maximum Special Tax” means the maximum Special Tax determined in accordance with Section C below that can be levied on Taxable Property in any Fiscal Year.

“Public Property” means any property within the boundaries of CFD No. 3 that is owned by the federal government, State of California, County, City, or other public agency.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels in CFD No. 3 for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls and are offered as for-sale Units, including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels in CFD No. 3 for which a building permit was issued for construction of a Unit that does not share a common wall with another Unit.

“Special Tax” means any tax levied to pay for Authorized Services.

“Taxable Property” means all Assessor’s Parcels within the boundaries of CFD No. 3 which are not exempt from the Special Tax pursuant to law or Section E below.

“Unit” means an individual single-family detached unit or an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, or apartment structure.

“Zoning Designation” means, for a particular Parcel, the designation of zoning for the Parcel based on the zoning map symbols set forth in the City’s zoning ordinance or, if the designation is inconsistent with the City’s zoning ordinance, as determined by the Administrator.

B. CATEGORIZING PARCELS FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel numbers for all Parcels of Developed Property within CFD No. 3. The Administrator shall then identify the Land Use Designation for each Parcel of Developed Property to determine the appropriate Maximum Special Tax pursuant to Section C below. If a Land Use Designation has not been assigned to a Parcel of Developed Property, the Administrator shall determine the Zoning Designation for the Parcel and reference Table 1 below to determine the Maximum Special Tax associated with that Zoning Designation. If the Zoning Designation for the Parcel applies to more than one Land Use Designation as reflected in Table 1, the Administrator shall determine the appropriate Maximum

Special Tax rate for the Parcel by identifying the Maximum Special Tax shown in Table 1 for the land use category that is most similar to the land use that will be built on the Parcel.

For Single Family Attached Property or multi-family property, the number of Units shall be determined by referencing the condominium plan, apartment plan, site plan or other development plan for the property. For Condominium Parcels, the Administrator shall also determine the date of which escrow closed for any Units that were sold to individual buyers in the prior Fiscal Year.

For Parcels with a Land Use Designation of Residential, Mixed Use; Village Center – Medium Density Residential; Village Center – High Density Residential; or Commercial, Mixed Use, the Administrator shall determine whether (i) residential units that have been or will be built on the Parcel will be offered for sale to individual home buyers and (ii) a separate Assessor's Parcel number will be assigned to the airspace parcel associated with each residential unit. Once separate Parcel numbers have been assigned to the residential airspace Parcels, the Administrator shall assign a Maximum Special Tax to the airspace Parcel for each residential unit. In addition, the Administrator shall tax the commercial land uses on the Parcel using the Maximum Special Tax for the appropriate commercial Land Use Designation in Table 1 below. The acreage to be used to calculate the Maximum Special Tax on the commercial uses shall be the full land area of the underlying Assessor's Parcel on which the residential and commercial land uses are located.

Upon recordation of each Final Map creating Single Family Detached Property and/or Single Family Attached Property, the ECS Director is to determine the number of Affordable Units included within the Final Map. When building permits are issued for the Affordable Units designated on each Parcel, the Administrator shall reduce the Maximum Special Tax for each Affordable Unit to fifty percent (50%) of the Maximum Special Tax that applies to the Market Rate Units with the same Zoning Designation. After May 1 of each Fiscal Year, the Administrator shall obtain the Affordable Unit Listing from the Affordable Housing Director to confirm which Parcels qualify for an Affordable Unit Adjustment in the following Fiscal Year.

C. MAXIMUM SPECIAL TAX

All Taxable Property within the CFD shall be subject to a Maximum Special Tax that will be levied each Fiscal Year to pay for Authorized Services. As discussed above, the Administrator shall rely first on the Land Use Designation for a Parcel to determine the appropriate Maximum Special Tax in Table 1 below but, in the absence of an assigned Land Use Designation, the Administrator shall refer to the Zoning Designation and land use to be built on the Parcel. The following Maximum Special Tax rates apply to all Parcels of Developed Property within CFD No. 3:

Table 1 Maximum Special Taxes		
LAND USE DESIGNATION	ZONING DESIGNATION	MAXIMUM SPECIAL TAX (Fiscal Year 2004-05)*
Low Density Residential [LDR]	R1	\$293 per Unit
Medium Density Residential [MDR]	RS, R2, R3	\$293 per Unit
High Density Residential [HDR] or [HDR (Senior)]	R3	\$196 per Unit
Residential, Mixed Use or Village Center – Medium Density Residential or Village Center – High Density Residential	R3, RMU	\$196 per Unit
Community Commercial	CC	\$1,604 per Acre
General Commercial	GC	\$1,604 per Acre
Highway Commercial	HC	\$1,604 per Acre
Regional Commercial	RC	\$1,604 per Acre
Central Business District	CBD	\$1,604 per Acre
Commercial Mixed Use	CMU	\$1,604 per Acre
General Industrial, Light Industrial, or Industrial Mixed Use	M1, M2, MMU	\$610 per Acre
Business Professional	BP, MP	\$1,370 per Acre

** Beginning July 1, 2005 and each July 1 thereafter, the Maximum Special Taxes shown above shall be adjusted by applying the Annual Tax Escalation Factor. The Maximum Special Tax for Affordable Units within a particular Zoning Designation shall be fifty percent (50%) of the amount shown above for that Zoning Designation.*

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Administrator shall levy the Maximum Special Tax on each Parcel of Developed Property in CFD No. 3. The Special Tax for CFD No. 3 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes provided, however, that CFD No. 3 may (under the authority of Government Code Section 53340) in any particular case bill the taxes directly to the property owner off the County tax roll, and the Special Tax will be equally subject to foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Public Property.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the rate and method of apportioning the Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's

discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

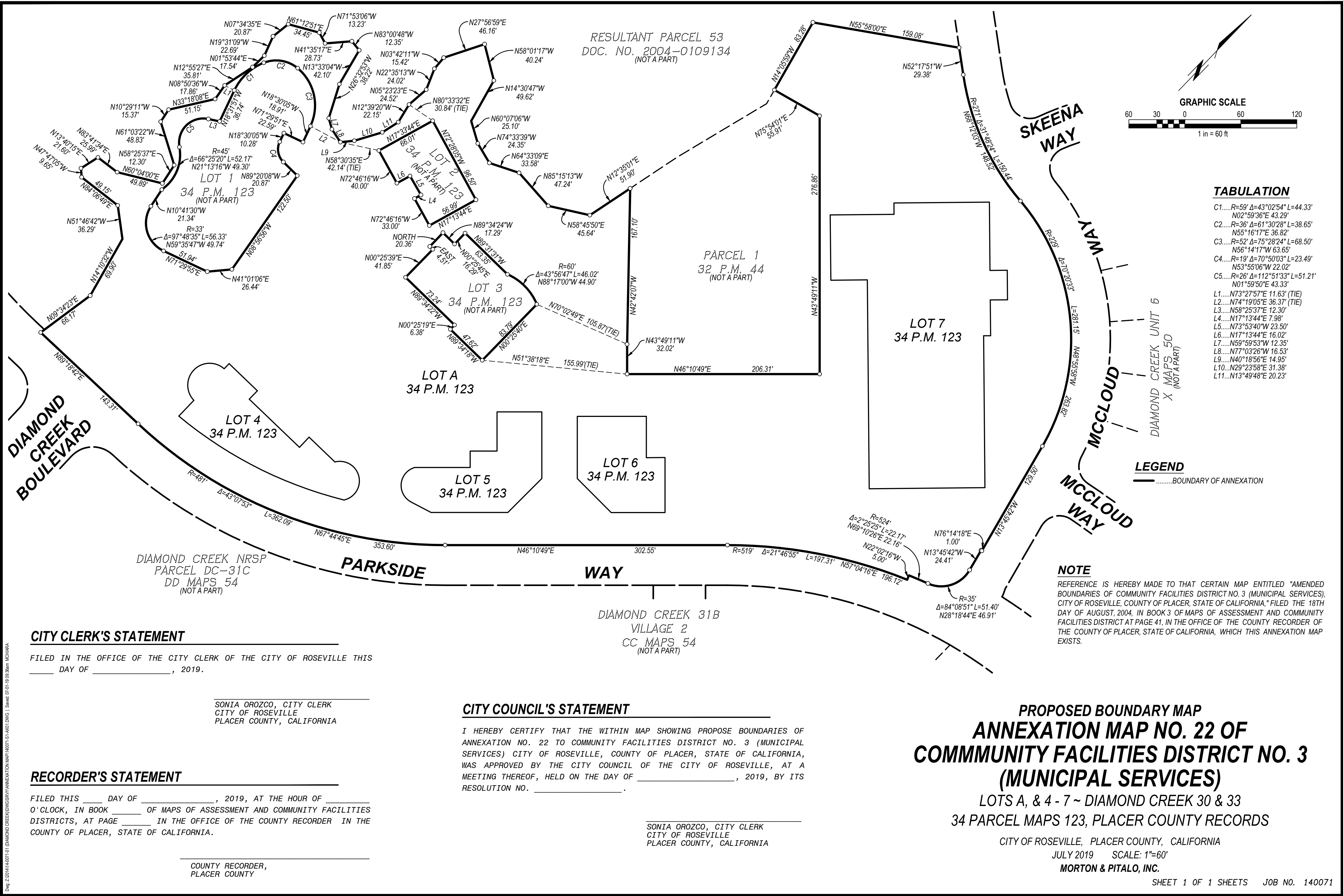
EXHIBIT C

**CITY OF ROSEVILLE
COMMUNITY FACILITIES DISTRICT No. 3
(MUNICIPAL SERVICES)**

Annexation No. 22 (Lots A, & 4-7, Diamond Creek 30 & 33)

Property Owner(s) and Assessor Parcel Number(s)

<u>Assessor's Parcel No.</u>	<u>Name of Property Owner</u>
482-420-004-000 482-420-005-000 482-420-006-000 482-420-007-000 482-420-008-000	BBC Diamond Creek LLC, a California Limited Liability Company





COUNCIL COMMUNICATION

CC #: 0276

File #: 0709-01 & 0113

Title:	Community Development Block Grant - 2018 Consolidated Annual Performance and Evaluation Report
Contact:	Danielle Foster 916-774-5446 dfoster@roseville.ca.us

Meeting Date: 9/18/2019

Item #: 10.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Hold a Public Hearing and receive public comment regarding the City's 2018 Consolidated Annual Performance and Evaluation Report (CAPER); and
2. Approve, by resolution, the City's 2018 Program Year CAPER and authorize it 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 has assisted 5,586 low income persons, and 6 low income households through the use of CDBG and other housing and community development funds. During fiscal year 2018-19, \$4,352,507.44 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 622 households with \$4.3 million in rental subsidies.

As part of the City's efforts to improve housing opportunities and access for all residents of our community, Sacramento Metropolitan Area cities, including Roseville, counties and housing authorities 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. This is a required piece of our upcoming Consolidated Plan/Five Year Plan that will be due to HUD in spring 2020 and it supports other City efforts with the Housing Element

of the General Plan and the Housing Authority Five Year Plan.

During this Program Year 2018, HUD-allocated CDBG funds have benefited 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, 2019. The table below lists the individual activities funded by CDBG exclusively, including the amount expended and number of households assisted during Program Year 2018, which is the same as the City's Fiscal Year 2018-19.

ACTIVITY	Fiscal Year Expenditures	Persons/ Households Assisted
Housing Rehabilitation Program	280,012.69	6
Lead-based Paint/Lead Hazards Testing/Abatement	500.00	2
Subtotal Housing	280,512.69	8
Johnson Pool ADA Improvements	101,210.50	2,605
Saint Vincent de Paul Society - Frozen food locker	11,214.00	3,991
Subtotal Public Facilities	112,424.50	6,596
AMIH - Housing Supportive Services	15,000.00	17
Kids First - Family Mental Wellness	15,000.00	19
Seniors First - Meals on Wheels	15,000.00	104
Saint Vincent de Paul Society - BAGS Program	15,000.00	320
Stand Up Placer, Inc. - Roseville Victims Services Programs	15,000.00	317
The Gathering Inn - Emergency Overnight Homeless Shelter	15,000.00	655
The Gathering Inn - Mental Health Clinician	15,000.00	163
Subtotal Public Services (15% cap)	105,000.00	1,595
134 Main Street - Demolition	111,222.95	0
134 Main Street - Acquisition	644,612.54	0
Subtotal Blight Removal	755,835.49	0
Program Administration	112,979.08	
<i>= 16.9% of annual award and program income</i>		
Subtotal Administration (20% cap)	112,979.08	
GRAND TOTAL	\$ 1,366,751.76	8,199
	-	-
Balance of Prior Year Awards	858,927.78	
2018-19 Annual Award	661,236.00	
2018-19 Program Income Received	7,436.00	

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 on Friday, August 30, 2019, and ends at the conclusion of this public hearing on September 18, 2019. A Public Notice was published in the Roseville Press Tribune on Friday, August 30, 2019, included in both English and Spanish.

Any public comments received will be included in the CAPER, with City responses, prior to its submittal to HUD for review. To date, no comments have been received.

FISCAL IMPACT

There are no General Fund resources used for the preparation and publication of the CAPER. Funding towards these community goals is being provided through federal CDBG funds from HUD and other grants leveraged for these purposes. These funds reduce costs to the General Fund for certain public facilities and right of way projects, while also fulfilling CDBG national objectives and goal accomplishments.

ENVIRONMENTAL REVIEW

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

Approval of the 2018 Program Year CAPER report does not include the potential for a significant environmental effect, and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Danielle Foster, Housing Manager

Laura Matteoli, Economic Development Director



ATTACHMENTS:

Description

Berlin No 19-298
Dominick Casey, City Manager

RESOLUTION NO. 19-398

APPROVING THE 2018 CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT (CAPER) AND AUTHORIZING THE
ECONOMIC DEVELOPMENT DIRECTOR TO SUBMIT THE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2018 CAPER TO THE
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD)

WHEREAS, the 2018 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 18, 2019 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 2018 Consolidated Annual Performance and Evaluation Report is hereby approved;

BE IT FURTHER RESOLVED that the Economic Development Director is authorized to submit the Community Development Block Grant 2018 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 _____ 2019, by the following vote on roll call:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK



COUNCIL COMMUNICATION

CC #: 0311

File #: 0502

Title: Public Input Regarding the Composition of the City's Voting Districts - Public Hearing 1

Contact: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us
M. Sheidenberger 916-774-5325 msheidenberger@roseville.ca.us

Meeting Date: 9/18/2019

Item #: 10.4.

RECOMMENDATION TO COUNCIL

Recommend the City Council conduct Public Hearing 1 - a hearing to receive and consider input concerning transitioning to by-district elections. The City Council is also requested to receive a presentation from National Demographics, Inc. who will provide information and criteria for the future creation of by-district maps.

BACKGROUND

On September 4, 2019, the City Council adopted a resolution of intention to transition from at-large to by-district elections. Pursuant to California Elections Code §10010, this is the first of two public hearings to inform the public about the districting process, present options available to the city, receive community input, and receive a presentation from National Demographics on the criteria for drawing the boundaries of the voting districts, prior to drafting district map boundary alternatives.

In order to conform with the California Voting Rights Act (CVRA), the city will begin the transition to by-district elections within the required timeframe in preparation for the 2020 General Election. Pursuant to Elections Code §10010, the city is required to hold at least two public hearings over a period of no more than 30 days before any map or maps of the boundaries for the proposed voting districts are drawn. At the public hearings, the community is invited to provide input regarding the composition of the districts. Following the public hearings, the City Council will then define the criteria used to create one or more proposed district maps, and present the draft map or maps for public comment and review in two subsequent public hearings.

The City Council will then provide further direction to finalize the map, which will be presented to the City Council for a final vote. The City Council is the final decision-making body on adopting district boundaries. To ensure a prospective plaintiff cannot challenge the city's compliance with §10010 of the Election Code (known as the "limited safe harbor" provision), adoption of the ordinance must occur by November 20, 2019.

Following this initial public hearing, the city has scheduled the next required public hearings as follows:

Date 2019	Meeting Type	Public Hearing	Item Topic At Meeting
October 2	Public Hearing	2	Further public input on baseline and census geography, race/ethnicity dot density, and zoning and general plan information
October 23	Public Hearing	3	Discussion of proposed district maps and sequence of elections including procedure to elect the Mayor/Vice-Mayor
November 6	Public Hearing	4	Public input and possible revisions to proposed district map
November 20	Public Hearing	5	Adoption of District Map, District Elections Ordinance introduced
December 4	Regular Meeting		Second reading of Ordinance (effective date January 4, 2020)

All hearings will be held in the Civic Center City Council Chambers, 311 Vernon Street. Meetings begin at 6:00 p.m.

To increase public awareness of the transition to district elections, the city will be using a variety of public communication channels to engage members of the community. Districting information will be featured on the city's website and social media channels (e.g. Facebook, Twitter). In the near future, the city's website will be populated with "public participation kits," and frequently asked district questions.

The next public hearing to receive and consider further input from the public concerning the composition of voting districts is scheduled for October 2. The public is encouraged to provide input via emails to cityclerk@roseville.ca.us. Input may also be dropped off at the City Clerk's Department at 311 Vernon Street or mailed to the City Clerk at the following address:

City of Roseville
Attn: City Clerk
311 Vernon Street
Roseville, CA 95678

FISCAL IMPACT

The fiscal impact is estimated to be between \$35,000.00 to \$50,000.00. This includes an increased and recurring cost from the Placer County Registrar of Voters for conducting by-district elections, as opposed to an at-large election. Costs also include the contract for a demographer which was approved at the September 4, 2019, City Council meeting with a cost not to exceed \$30,750.00. There will also be costs for time spent by the City Clerk's Department and the City Attorney's Office. Funds are available in the City Manager's Contingency budget to pay for these costs.

ENVIRONMENTAL REVIEW

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

considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Staff's request for public input and information on district-based elections meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Michelle Sheidenberger, Assistant City Attorney

Sonia Orozco, City Clerk

A handwritten signature in blue ink, consisting of several overlapping loops and a small vertical stroke on the left side.

Dominick Casey, City Manager