



AGENDA

August 21, 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. Resolution for 2019 Sylvia Besana Award

Commend Kimberly Steinman-Elmquist for being recipient of the City of Roseville 2019 Sylvia Besana Community Volunteer Award.

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

6. PUBLIC COMMENTS

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Minutes

7.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending the City Council approve Minutes for the July 10, 2019 City Council/Closed Session, and the July 17, 2019 City Council meeting.

CC #: 0241

File #: 0102-03

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

Bids / Purchases / Services

7.2. 2019 Residential Resurfacing Project - Award of Contract and Budget Adjustment

Memo from Assistant Engineer Paul Anderson and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-356 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND AMERICAN PAVEMENT SYSTEMS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6132 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The scope of this project consists of resurfacing various City streets within the Woodcreek Oaks, Woodcreek Oaks and Foothills Junction, Maidu, and South Cirby neighborhoods, and Automall Drive. The \$3 million project is funded with Gas Tax and Utility Impact Reimbursement funds and no General Fund resources will be used.

CC #: 0215

File #: 0900-04-01 & 0201-01

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

7.3. 645 Riverside Avenue Demolition - Service Agreement Amendment

Memo from Assistant Engineer Daniel Lierly and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-358 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND ANTHEM BUILDERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF

THE CITY OF ROSEVILLE (S1908238). During construction, Anthem Builders encountered unexpected fill material requiring disposal of the material and the import of new suitable fill material and has requested an increase of \$5,024.57 to their service agreement to complete the remaining work. There are sufficient funds in the project to cover the amendment amount. No General Fund resources will be used.

CC #: 0219

File #: 0501-03 & 0203-13

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

7.4. Security Control Systems - Service Agreement Renewal

Memo from Office Assistant Tisha Chin and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-367 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND JOHNSON CONTROLS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S2004006). Johnson Controls will provide maintenance, repair, installation of hardware, and software programming of Cardkey access and security control systems on an as-needed basis throughout the City. The total value of the one-year renewal is \$350,000.00. The funds will be encumbered one year at a time pending Council approval of budgets for each year. Staff requests authorization to continue using 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. This includes authorization for the City Manager to sign optional renewal agreements pending Council approval of budgets for that year.

CC #: 0230

File #: 0203-14

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

7.5. Data Storage Device Replacements - Service Agreements and Budget Adjustment

Memo from Information Technology Program Manager Matt Donaldson and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 19-359 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CDW GOVERNMENT LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1904328); and adopt RESOLUTION NO. 19-360 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND COMPUTACENTER FUSIONSTORM, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1904329); and adopt ORDINANCE NO. 6133 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends a service agreement with CDW Government to purchase and install new Nimble data storage devices for both the Citywide and Public Safety infrastructure. This

agreement will not exceed \$450,000.00. Staff also recommends a service agreement with Computacenter Fusionstorm to purchase and install/upgrade Dell data storage devices and software for the backup infrastructure. This agreement will not exceed \$250,000.00. Funding for Citywide and Public Safety infrastructure storage devices will come from the FY2019-20 Technology Capital Improvement Project. A budget adjustment of \$200,000.00 is required to re-appropriate funds from the FY2018-19 budget to the FY2019-20 budget.

CC #: 0220

File #: 0203-06 & 0201-01

CONTACT: Matt Donaldson 916-774-5405 mdonaldson@roseville.ca.us

Resolutions

7.6. Diamond Oaks Golf Course Roof Replacement Project - Notice of Completion

Memo from Project Coordinator Lori Hogan and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-361 ACCEPTING THE PUBLIC WORK KNOWN AS DIAMOND OAKS GOLF COURSE ROOF REPLACEMENT PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends the City Council accept the Diamond Oaks Golf Course Roof Replacement project as complete. The total cost of the project was \$62,163.00 with no contingency and was paid for out of the Diamond Oaks Golf Course Operations FY2018-19 approved budget.

CC #: 0221

File #: 0702-01

CONTACT: Lori Hogan 916-774-5707 lhogan@roseville.ca.us

7.7. Maidu Regional Park Dugout Expansion Project - Notice of Completion

Memo from Park Development Analyst Joel De Jong and Assistant City Manager Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-366 ACCEPTING THE PUBLIC WORK KNOWN AS MAIDU REGIONAL PARK DUGOUT EXPANSION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ASSISTANT CITY MANAGER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Parks, Recreation & Libraries Department has made a final inspection of the Maidu Regional Park Dugout Expansion project and has found that all contract work has been completed in accordance with the approved plans and specifications. The project is now ready for acceptance. The project scope of work included modifications to the existing chain link fence dugouts, new metal roofing, and accessibility upgrades to the adjacent parking lot. In accordance with City specifications, the contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of Completion.

CC #: 0226

File #: 0704-01

CONTACT: Joel De Jong 916-774-5924 jdejong@roseville.ca.us

7.8. Street Closure Agreement - 30th Annual Polish American Folk Festival - September 7, 2019

Memo from Recreation Superintendent Jeff Nereson and Assistant City Manager Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-368 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE POLISH AMERICAN CLUB OF SACRAMENTO, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests the closure of Berkeley Avenue between Main Street and North Grant Street between 6:00 a.m. – 10:00 p.m. on Saturday, September 7, 2019 for the 30th Annual Polish American Folk Festival event. All costs associated with this event for City services will be reimbursed by the Polish American Club.

CC #: 0231

File #: 0109-02

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

7.9. F-101 Pocket Park - Master Plan and Park Development Agreement

Memo from Park Planning & Development Superintendent Tara Gee and Assistant City Manager Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-365 APPROVING A PARK DEVELOPMENT AGREEMENT FOR F-101 POCKET PARK SITE AND PARK IMPROVEMENTS, BY AND BETWEEN THE CITY OF ROSEVILLE AND ATC REALTY ONE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Consistent with the approved 2003 Development Agreement for West Roseville/Fiddymment Ranch, pocket parks within the West Roseville Specific Plan are to be constructed by the developer concurrent with the construction of the adjacent villages. F-101 is the pocket park located within Fiddymment Ranch phase 2, Villages 11A1 and 12, on the north side of North Hayden Parkway at Hollis Way. The entitlements for these villages have been approved and construction of those villages are underway. Maintenance of this pocket park is included in the Fiddymment Ranch Community Facilities District No. 2 (Public Services). There is no General Fund impact with this request.

CC #: 0225

File #: 0704-01

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

7.10. Shadowbrook Lift Station and Force Main Phase 2 Project - Notice of Completion

Memo from Associate Engineer Jonathan Cummings and Environmental Utilities Director Rich Plecker recommending the City Council adopt RESOLUTION NO. 19-374 ACCEPTING THE PUBLIC WORK KNOWN AS SHADOWBROOK LIFT STATION AND FORCE MAIN PHASE 2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of the Notice of Completion for Phase 2 of the Shadowbrook Lift Station and Force Main Project. The total cost for the

construction contract was \$309,066.72. The project was funded by the Wastewater Rehabilitation Fund.

CC #: 0238

File #: 0900-02

CONTACT: Jonathan Cummings 916-774-5566 jcummings@roseville.ca.us

7.11. Environmental Utilities Customer Satisfaction and Awareness Survey - Professional Services Agreement

Memo from Department Public Information Officer Maurice Chaney and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 19-364 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND REICHMAN-KARTEN-SWORD, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of a professional services agreement with Reichman-Karten-Sword, Inc. for the development and execution of Environmental Utilities' customer satisfaction and awareness survey. The total cost for consultant services shall not exceed \$32,000.00. Funding is included in Environmental Utilities FY2019-20 budget.

CC #: 0224

File #: 0800-02

CONTACT: Maurice Chaney 916-774-5539 mchaney@roseville.ca.us

7.12. Property Tax Management and Information Services – Professional Services Agreement

Memo from Budget Manager Scott Pettingell and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-372 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HDL COREN & CONE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends City Council approve a one-year professional services agreement with HdL Coren & Cone to conduct property tax management and information services. The base fee in the agreement is not to exceed \$22,250.00. Additionally, the consultant is entitled to twenty-five percent (25%) of any new net property tax revenues recovered for the City. The FY2019-20 budget includes adequate funds for this agreement.

CC #: 0235

File #: 0210, 0200

CONTACT: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

7.13. California Greenhouse Gas Cap-and-Trade Program – 2020 Directly Allocated Allowances

Memo from Electric Resource Analyst David Siao and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 19-370 APPROVING THE ALLOCATION OF 458,208 OF CITY'S 2020 GREENHOUSE CAP-AND-TRADE PROGRAM ALLOWANCES. This item

requests City Council approval to direct all 458,208 of the City's 2020 directly allocated allowances under the state's Greenhouse Gas Cap-and-Trade Program to the City's compliance account for its direct compliance obligation. Under state law, the City is required to allocate its allowances annually. Allocating all allowances towards compliance rather than auction will result in an estimated revenue shortfall of approximately \$1.7 million. However, purchased power and power generation costs are estimated to be reduced by \$2.3 million, there is a projected \$600,000.00 net cost savings in fiscal year 2020.

CC #: 0233

File #: 0800-03

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

7.14. Dry Creek Greenway East Trail Project - Grant Application

Memo from Administrative Analyst Alison Winter and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-355 AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE CALIFORNIA NATURAL RESOURCES AGENCY, AND TO EXECUTE ALL RELATED FORMS AND AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE . Staff requests approval to submit a grant application for the Dry Creek Greenway East Phase 1 Trail project and to execute all related forms and agreements that will allow the City to receive up to \$4,000,000.00 from the State of California through the Trails and Greenways Grant Program, administrated by the California Natural Resources Agency.

CC #: 0240

File #: 0721-05 & 0214

CONTACT: Alison Winter 916-746-1316 awinter@roseville.ca.us

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

7.15. Fire Department Tactical Casualty Care Equipment - Grant Acceptance and Budget Adjustment

Memo from Fire Division Chief Jason Rizzi and Fire Chief Rick Bartee recommending the City Council adopt ORDINANCE NO. 6135 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is requesting a General Fund budget adjustment to approve the addition of \$7,198.13 in grant funds from the Placer County Ambulance Advisory Committee and S-SV EMS Agency to purchase tactical casualty care equipment for use on violent and active shooter emergency incidents. There is no net impact to the City's General Fund.

CC #: 0237

File #: 0324 & 0214 & 0201-01

CONTACT: Jason Rizzi 916-774-5802 jrizzi@roseville.ca.us

7.16. 100 Vernon Street - Acquisition of Real Property and Budget Adjustment

Memo from Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-369 APPROVING AN AGREEMENT FOR SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND CONSOLIDATED COMMUNICATIONS OF CALIFORNIA COMPANY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6136 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item concerns a request for a budget adjustment and Council approval to purchase approximately 0.35 acres of property at 100 Vernon Street, near the convergence of Vernon and Atlantic Streets. In March 2019, Consolidated Communications approached the City with an offer to sell its surface parking lot at 100 Vernon Street to the City. The property is in an area being studied for future traffic and pedestrian safety improvements, which may require additional right of way. Consolidated's offer to sell presents a timely opportunity to purchase property needed for future right-of-way, saving significant time and cost associated with the right-of-way acquisition process. Until such time as traffic and safety improvements are constructed, the lot would provide additional publicly-owned parking on the 100 block of Vernon Street. The proposed purchase price is \$250,000.00 (plus applicable escrow and title fees), which would be funded through Transportation Development Act funds. No General Fund resources would be used to complete the purchase.

CC #: 0232

File #: 1002 & 0201-01

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

7.17.Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements Project – Professional Design Services Agreement Amendment and Budget Adjustment

Memo from Senior Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 19-363 APPROVING A THIRD AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND BROWN AND CALDWELL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6134 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is requesting approval of the Third Amendment to the Professional Design Services Agreement to support completion of the project. The funds will be available from the requested budget adjustment of \$234,880.00 in the Wastewater Rehabilitation Fund.

CC #: 0223

File #: 0900-02-02-1 & 0201-01

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

Reports / Requests

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

Memo from Interpretive Services Supervisor Rachel Tooker and Environmental Utilities Director Richard Plecker recommending the City Council approve out-of-state travel for the Utility Exploration Center Marketing and Communications Analyst to attend the City-County Communications and Marketing Association Conference in Denver, Colorado in September 2019. The estimated total travel, lodging, and registration cost is \$2,434.00. The \$2,090.00 that had been allocated for the Adobe MAX Conference will be applied to this cost and the difference can be covered from the current budget.

CC #: 0228

File #: 0600-02

CONTACT: Rachel Tooker 916-746-1551 rtooker@roseville.ca.us

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

Memo from Interpretive Services Supervisor Rachel Tooker and Environmental Utilities Director Richard Plecker recommending the City Council approve out-of-state travel for two Utility Exploration Center staff members to attend the Water Environment Federation Conference in Chicago, Illinois in September 2019. The estimated total travel, lodging, and registration cost of \$5,779.04 will be covered in the Utility Exploration Center and Wastewater Utility budgets.

CC #: 0227

File #: 0600-02

CONTACT: Rachel Tooker 916-746-1551 rtooker@roseville.ca.us

END OF CONSENT CALENDAR

8. ORDINANCES

8.1. Pleasant Grove Wastewater Treatment Plant - Purchase and Sale Agreement and Budget Adjustment

Memo from Refuse & Stormwater Manager Devin Whittington and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 19-373 APPROVING A PURCHASE AND SALE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST ROSEVILLE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL ESCROW RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6137 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item will allow the City to enter into a purchase agreement with West Roseville, LLC to acquire 21.11 acres south of the Pleasant Grove Wastewater Treatment Plant for buffer space in the amount of \$4,828,000.00 funded by the Environmental Utilities

Land Acquisition Capital Improvement Project in the FY2019-20 budget. Staff also requests a budget adjustment in the amount of \$1,500,000.00 to increase the contribution from the Wastewater Operations Fund to the Environmental Utilities Land Acquisition Project to fully fund this purchase.

CC #: 0236

File #: 1002 & 1002-1 & 0201-01

CONTACT: Devin Whittington 916-774-5783 dwhittington@roseville.ca.us

9. RESOLUTIONS

9.1. Downtown Security Patrol - Professional Services Agreement

Memo from Police Captain Troy Bergstrom and Police Chief James Maccoun recommending the City Council adopt RESOLUTION NO. 19-362 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND FIRST ALARM SECURITY & PATROL, INC. DBA FIRST SECURITY SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Police Department is the lead for developing a contract security service to assist in the Downtown and Historic Old Town areas of the City. The contracted security company will provide 7 day a week, 12-hour per day security coverage in these areas, assist with security at City facilities in the area, assist with security at City Council meetings, and provide assistance to business owners within the area. Following a competitive bid process, First Alarm Security & Patrol Inc. dba First Security Services was selected as the contractor. The first year contract cost is \$155,010.80 and was included in the Police Department's FY2019-20 budget.

CC #: 0222

File #: 0203-12

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

10. SPECIAL REQUESTS/REPORTS/PRESENTATION

10.1. District-Based Elections

Memo from Assistant City Clerk Audrey Byrnes, City Clerk Sonia Orozco and Assistant City Attorney Michelle Sheidenberger with a request for Council direction on either implementing a district-based election system or maintaining the existing at-large election system.

CC #: 0218

File #: 0502

CONTACT: Audrey Byrnes 916-774-5268 abyrnes@roseville.ca.us

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

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

10.2. Demographer Services - Professional Services Agreement

Memo from Assistant City Attorney Michelle Sheidenberger and City Clerk Sonia Orozco recommending the City Council adopt RESOLUTION NO. 19-357 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND

BETWEEN THE CITY OF ROSEVILLE AND NATIONAL DEMOGRAPHICS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The consultant will provide district election project services including preparation of district election maps, district plan development, plan presentation and plan implementation. The total cost for consultant services shall not exceed \$30,750.00. Funding is included in City Manager's FY2019-20 General Fund contingency budget.

CC #: 0216

File #: 0502

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

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

11. 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.

11.1. Tax Equity and Fiscal Responsibility Act Hearing for St. Albans Country Day School

Memo from Administrative Analyst Jeannine Thrash and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-371 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE REISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY REVENUE BONDS (ST. ALBANS COUNTRY SCHOOL), SERIES 2013, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,260,000, TO REFINANCE CERTAIN EDUCATIONAL FACILITIES AND CERTAIN OTHER MATTERS RELATING THERETO. The issuance of reissued bonds must be approved by the City because the project is located within the territorial limits of the City. Additionally, for all or a portion of the reissued bonds to qualify as tax-exempt

bonds, the City must conduct a public hearing providing the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the project. There is no impact on the City's General Fund.

CC #: 0239

File #: 0200 & 0110

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

12. DEPARTMENT UPDATES

12.1. Department Update - Public Works

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

13. COUNCIL / STAFF / REPORTS/ COMMENTS

14. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 0242
File #: 0102-10

Title: Resolution for 2019 Sylvia Besana Award
Contact: M. Bettencourt 916-774-5266 mbettencourt@roseville.ca.us

Meeting Date: 8/21/2019
Item #: 5.1.

RECOMMENDATION TO COUNCIL

Recommend City Council commend Kimberly Steinman-Elmquist for being recipient of the City of Roseville 2019 Sylvia Besana Community Volunteer Award.

BACKGROUND

Not applicable

FISCAL IMPACT

Not applicable

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Mackenzie Bettencourt, Deputy Clerk

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

2019 Sylvia Besana Community Volunteer Resolution

CITY OF ROSEVILLE



OF

COMMENDATION

2019 SYLVIA BESANA COMMUNITY VOLUNTEER AWARD

WHEREAS, Sylvia Besana, a Roseville native who epitomized the word "volunteer" spent the greater part of her life giving to the community and making a difference through her commitment to serve, and the continuation of her legacy will enhance the Roseville community for years to come; and

WHEREAS, there is no greater asset to a community than the power of dedicated volunteers who give their time, and talents, to work tirelessly behind the scenes unconditionally; and

WHEREAS, the impact of one person can be inspirational in bringing together a focus that will benefit a community; and

WHEREAS, the Roseville community has benefited from the tireless and unselfish volunteerism of KIMBERLY STEINMAN-ELMQUIST, and it is fitting that she be recognized for her efforts; and

NOW, THEREFORE, I, JOHN B. ALLARD II, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby commend KIMBERLY STEINMAN-ELMQUIST for being the recipient of the City of Roseville 2019 SYLVIA BESANA COMMUNITY VOLUNTEER AWARD, and urge citizens to volunteer and "light the way" as Sylvia Besana exemplified.

SIGNED this 21st day of August, 2019.

JOHN B. ALLARD II, MAYOR

ATTEST:

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





COUNCIL COMMUNICATION

CC #: 0241
File #: 0102-03

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

Meeting Date: 8/21/2019
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Recommend the City Council approve Minutes of the following meetings:

- July 10, 2019 City Council and Closed Session
- July 17, 2019 City Council

BACKGROUND

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

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

July 10, 2019 City Council/Closed Session

July 17, 2019 City Council



MINUTES

July 10, 2019

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

1. CALL TO ORDER

Mayor John B. Allard II called the July 10, 2019 City Council meeting to order at 6:00 p.m.

2. ROLL CALL

Present: Bernasconi, Alvord, Roccucci, Allard, Houdesheldt

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Economic Development Director Laura Mateolli.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PRESENTATIONS

5.1. Roseville Employees Annual Charitable Hearts

Presentation by Office Assistant Suzanne Engelke and Development Technician Lea Estrada with a ceremonial check for \$69,112.00 to the City Council.

CONTACT: M. MacPherson 916-774-5455 mmacpherson@roseville.ca.us

Office Assistant Suzanne Engelke presented Mayor John Allard with a ceremonial check for \$69,112.00 collected from the REACH fund. Mayor John Allard responded and thanked the group and all city employees for their generous contributions.

6. PUBLIC COMMENTS

Luke Bryant - Requested bus route changes.

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Pauline Roccucci, seconded by Scott Alvord, to remove Item 7.9 and 7.24 from the Consent Calendar for presentation to be discussed separately, and approve the remaining items as recommended. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

Bids / Purchases / Services

7.1. 2018 Regional Surface Transportation Program Arterial Resurfacing Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Assistant Engineer Jesse Khatkar and Public Works Director Jason Shykowski recommending the City Council approve the plans and specifications for the 2018 Regional Surface Transportation Program (RSTP) Arterial Resurfacing Project and authorize staff to call for bids. This project will resurface various arterial and collector roadways throughout the City as recommended by the City's Pavement Management System. The engineer's estimate for this project is \$6 million and the project is funded with \$5 million in RSTP federal funds and \$1 million in Highway User Tax funds. No General Fund resources will be used for this project.

CC #: 0145

File #: 0900-04-01

CONTACT: Jesse Khatkar 916-774-5434 jskhatkar@roseville.ca.us

7.2. Hillcrest Drainage Improvement Project - Award of Contract and Budget Adjustment

Memo from Associate Engineer Noah Siviglia and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-313 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MCGUIRE AND HESTER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6121 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE

2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends Council award the Hillcrest Drainage Improvement project to the lowest responsive bidder, McGuire and Hester, in the amount of \$3,557,606.00 with authorization for staff to exceed the award amount by 10% as a construction contingency. A budget adjustment is necessary in the amount of \$500,000.00 from the Roadway Fund and \$2,500,000.00 from the Highway Users Tax Fund. No General Fund resources are being used for this project. The project includes improvements to storm drain systems in the Hillcrest and Crestmont neighborhoods, as well as ADA upgrades and curb and gutter repair in the Hillcrest neighborhood.

CC #: 0164

File #: 0900-04 & 0201-01

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

7.3. Ferric Chloride (BACC Bid No. 06-2019) - Service Agreement

Memo from Buyer Babette Owens and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-311 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THATCHER COMPANY OF CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S2003005). This item requests approval of a service agreement with Thatcher Company of California, Inc. as the lowest responsive bidder for Bay Area Chemical Consortium Bid No. 06-2019 for the supply and delivery of ferric chloride for the Environmental Utilities Department's Dry Creek Wastewater Treatment Plant. The estimated annual cost is \$54,500.00 and funding is included in the Environmental Utilities Department's FY2019-20 budget. Staff requests authorization to renew the service agreement without further City Council approval.

CC #: 0161

File #: 0203-03

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

7.4. Adult Sports Officiating Services - Service Agreements

Memo from Recreation Coordinator Chris Pelzman and Assistant City Manager Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-297 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND HAWKINS OFFICIATING SERVICE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S2004206); and adopt RESOLUTION NO. 19-298 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND HAWKINS OFFICIATING SERVICE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S2004207); and adopt RESOLUTION NO. 19-299 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SUNRISE OFFICIAL ASSOCIATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S2004208). Staff requests approval of a service

agreement with Sunrise Officials Association and two service agreements with Hawkins Officiating Services. These agreements provide officiating services for adult softball, basketball, volleyball and flag football. Staff also requests authorization for three additional one-year extensions 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. The funds for the service agreements will be requested in the Parks, Recreation & Libraries operating budget each year. There is no net impact to the General Fund. The total cost of the service agreement for Sunrise Officials Association shall not exceed \$110,000.00 over the initial two-year term. The total cost of the two service agreements for Hawkins Officiating Services shall not exceed \$170,000.00 over the initial two-year term. The average annual cost of the Sunrise Officials Association service agreement is approximately \$55,000.00 and the average annual cost of the Hawkins Officiating Services service agreements is approximately \$85,000.00. The total cost for the anticipated five-year term is \$275,000.00 for Sunrise Officials Association and \$425,000.00 for Hawkins Officiating Services. The funds for FY2019-20 fiscal year are included in the Parks, Recreation & Libraries annual budget. The funds for each subsequent year's service agreements will be requested in the Parks, Recreation & Libraries annual operating budgets. Fees collected from participating teams and players result in a net zero impact to the General Fund.

CC #: 0146

File #: 0704

CONTACT: Chris Pelzman 916-774-5977 cpelzman@roseville.ca.us

7.5. Faulted Circuit Indicators - (RFQ 10-3219) - Purchase Orders

Memo from Buyer Babette Owens and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-305 APPROVING A PURCHASE ORDER FOR FAULTED CIRCUIT INDICATORS. Staff recommends approval of purchase orders to General Pacific, Inc. for the purchase of faulted circuit indicators on an as-needed basis. The estimated annual cost is \$70,000.00. Funding is included in the Electric Department's FY2019-20 budget. Staff requests authorization to renew without further City Council approval, contingent upon budget approval each year.

CC #: 0153

File #: 0203-07

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

7.6. Vehicle Purchases and Out of State Travel Request

Memo from Fleet Manager Brian Craighead and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-316 APPROVING A PURCHASE ORDER, BY AND BETWEEN THE CITY OF ROSEVILLE AND BOISE MOBILE EQUIPMENT, INC. DBA BME, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE for three Type III Brush Engines utilizing State of California contract #1-17-23-21B; and approve out of state travel for Fleet Services and Fire Department personnel to attend one final factory inspection of the new

Type III Brush Engines being built by BME in Boise, Idaho. Total cost of the purchase is \$969,347.13 and funding for these vehicles is included in the approved FY2019-20 Auto Replacement budget. Costs related to travel including air fare, lodging, and meals are covered by BME as part of the original purchase price.

CC #: 0163

File #: 0203-01 & 0600-02

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

7.7. Environmental Utilities Department Organizational Services – Service Agreement Amendment

Memo from Acting Administrative Analyst Jen Sbaffi and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 19-320 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND MUNICIPAL RESOURCES GROUP, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1809360). This item requests approval for Amendment No. 1 to Service Agreement with the Municipal Resource Group, LLC for an additional \$60,000.00, increasing the total not-to-exceed amount to \$80,000.00. Services in this amendment include management structure review for succession planning and development purposes, organizational optimization and other management services support for the Environmental Utilities Director.

CC #: 0159

File #: 0800-02

CONTACT: Jennifer Sbaffi 916-746-1707 jsbaffi@roseville.ca.us

Resolutions

7.8. Fiddymment Ranch Phase 2, Village F-13B2 - Notice of Completion

Memo from Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-319 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS FIDDYMENT RANCH PHASE 2, VILLAGE F-13B2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 0170

File #: 0400-04-09-1

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

7.9. Response to Grand Jury Report – New P25 Radio System

Memo from Information Technology Analyst Karl Grover and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 19-310 AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE RESPONSE TO THE 2018-2019 GRAND JURY FINAL REPORT ON BEHALF OF THE CITY OF ROSEVILLE. On May 27, 2019, the Placer County Grand Jury issued a final report entitled "New P25 Radio System." The report reviewed the history of the system from development of a strategic plan, to funding, and implementation including issues that surfaced after the system went into service on August 15, 2018. The Grand Jury launched an investigation that resulted in multiple findings and two recommendations. The contents of both recommendations were already completed upon the release of the Grand Jury's final report.

CC #: 0171

File #: 0111-02

CONTACT: Hong Sae 916-774-5152 hsae@roseville.ca.us

Jim Maccoun 916-774-5011 jmacoun@roseville.ca.us

Removed from Consent Calendar by Councilmember Pauline Roccucci for presentation.

Police Chief Jim Maccoun made the presentation to Council.

Chief Information Officer Hong Sae continued the presentation to Council.

Project Manager Karl Grover continued the presentation to Council.

Police Chief Jim Maccoun concluded the presentation to Council.

No public comment received.

Motion by Pauline Roccucci, seconded by Krista Bernasconi, to adopt RESOLUTION NO. 19-310 AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE RESPONSE TO THE 2018-2019 GRAND JURY FINAL REPORT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

7.10. Roseville Joint Union High Schools and City Recreation Park Sites/Facilities-Joint Use Agreement

Memo from Parks, Recreation & Libraries Manager Kathy Barsotti and Assistant City Manager Dion Louthan recommending the City Council adopt RESOLUTION NO 19-315 APPROVING A MASTER AGREEMENT FOR JOINT USE OF HIGH SCHOOL/PARK SITES, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON

BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of the Joint Use Agreement with Roseville Joint Union High School District. The initial term of this agreement is set to expire on December 31, 2024. Staff also requests authorization for the City Manager to sign agreement extensions for up to three (3) additional five (5) year terms, as outlined in the agreement. This agreement outlines shared use or trading of facilities. However, the City and District may be required to pay per use fees, at a discounted rate, should a facility trade not be feasible. Additionally, costs may be incurred by either party for utilities or required custodial/staffing. These will be invoiced on a case by case basis. Finally, the agreement will include capital improvement costs, for each user, based on their percentage of use.

CC #: 0166

File #: 0705

CONTACT: Kathy M. Barsotti 916-774-5955 kbarsotti@roseville.ca.us

7.11. Woodcreek High School and Mahany Park – Joint Use Agreement Amendment

Memo from Parks, Recreation & Libraries Manager Kathy Barsotti and Assistant City Manager Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-318 APPROVING A THIRD AMENDMENT TO JOINT USE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The purpose of this amendment is to create a fair share of costs for both use/operations and capital improvements needed at the included facilities. This agreement is set to expire on December 31, 2024. Staff also requests authorization for the City Manager to sign agreement extensions for up to three (3) additional five (5) year terms, as outlined in the agreement. This agreement will better align the Roseville Joint Union High School District use of City facilities and help offset both operating and capital improvement costs.

CC #: 0169

File #: 0705

CONTACT: Kathy M. Barsotti 916-774-5955 kbarsotti@roseville.ca.us

7.12. Child Development - Services Agreement

Memo from Parks, Recreation, and Libraries Superintendent Rob Nakamura and Assistant City Manager Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-308 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND THE CALIFORNIA DEPARTMENT OF EDUCATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The City's Adventure Club program provides subsidized child care for qualifying families through a California Department of Education grant. This grant currently provides child care services for over 70 children enrolled at Cirby, Kaseberg and Woodbridge Adventure Clubs. In this agreement, the City is eligible to receive a maximum reimbursement of \$421,883.00 in FY2019-20 to offset direct program expenses. Reimbursement revenue is budgeted within the Youth Development Fund.

CC #: 0157

File #: 0704 & 0214

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

7.13. Water for a Warrior - Street Closure Agreement

Memo from Recreation Superintendent Jeff Nereson and Assistant City Manager Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-306 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND WATER FOR A WARRIOR, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval to close Vernon Street between East Washington Street and Taylor Street, and South Grant Street between Oak Street and Atlantic Street from 5:00 a.m. to 5:00 p.m. on Saturday, August 3, 2019 for the Water for a Warrior Rods-n-Ribs cook off event. All costs associated with this event for City services will be reimbursed by Water for a Warrior.

CC #: 0155

File #: 0109-02

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

7.14. Biological Monitoring Services - Contract Amendment

Memo from Open Space Superintendent Brian Castelluccio and Assistant City Manager Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-302 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND VOLLMAR NATURAL LANDS CONSULTING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends approval to amend the professional services agreement with Vollmar Natural Lands Consulting, Inc. to increase the total contract by \$117,600.00. The amendment ensures the City can meet the environmental monitoring and reporting requirements of the new Routine Maintenance Agreement with California Department of Fish and Wildlife and the dedication of additional preserve lands that fall under the City's Overarching Open Space Preserve Management Plan. The amendment will be funded with \$71,393.00 from the Open Space Maintenance Fund and \$46,207.00 from the Parks, Recreation & Libraries Department operating budget.

CC #: 0147

File #: 0704-02

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

7.15. California Assembly Bill 32 Annex to the International Swaps and Derivatives Association Master Agreement

Memo from Electric Risk and Compliance Supervisor Petra Wallace and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 19-303 APPROVING AN AMENDMENT TO THE INTERNATIONAL SWAP AND DERIVATIVES ASSOCIATION, INC.

MASTER AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MACQUARIE ENERGY, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. California Assembly Bill 32 (AB32) Annex to the International Swaps and Derivatives Association, Inc. Master Agreement with Macquarie Energy, LLC (Macquarie), will allow the City to purchase and sell AB32 compliance instruments (i.e. greenhouse gas allowances) to meet California's Greenhouse Gas Cap-and-Trade Program requirements. There is no fiscal impact associated with the execution of the AB32 Annex with Macquarie as it is only an enabling agreement.

CC #: 0150

File #: 0800-03

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

7.16.2018 Power Source Disclosure Report

Memo from Electric Resource Analyst David Siao and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 19-301 APPROVING SUBMISSION OF THE 2018 ANNUAL POWER SOURCE DISCLOSURE REPORT AND ATTESTATION OF THE VERACITY OF THE ANNUAL REPORT. The 2018 Power Source Disclosure Report is a state mandated report detailing Roseville Electric Utility's 2018 energy supply. There is no fiscal impact with the approval of the 2018 Power Source Disclosure Report.

CC #: 0144

File #: 0800-03

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

7.17.Dental Program - Memorandum of Understanding

Memo from Assistant Human Resources Director Hedy Dehghan and Human Resources Director Stacey Peterson recommending the City Council adopt RESOLUTION NO. 19-304 APPROVING AMENDMENTS TO A MEMORANDUM OF UNDERSTANDING, BY AND BETWEEN THE CITY OF ROSEVILLE AND CSAC EXCESS INSURANCE AUTHORITY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This updated Memorandum of Understanding with the California State Association of Counties Excess Insurance Authority adds a dental health maintenance organization (DHMO) plan for members of the Joint Powers Authority. The DHMO plan change incorporated in the amendment results in an estimated annual citywide benefit premium savings of \$855.00.

CC #: 0151

File #: 0600-04

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

7.18.Wastewater Interceptor Inspection and Condition Assessment Phase 2 Project - Professional Services Agreement

Memo from Assistant Engineer Jonathan Cummings and Environmental Utilities

Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 19-317 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND NATIONAL PLANT SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval and award of a Professional Services Agreement to National Plant Services, Inc. in the amount of \$150,950.00 for the Wastewater Interceptor Inspection and Condition Assessment Phase 2 Project. The project will continue the inspection of approximately four (4) miles of wastewater pipelines. Funding for the project is from the Wastewater Rehabilitation Fund.

CC #: 0168

File #: 0800-02

CONTACT: Jonathan Cummings 916-774-5566 jcummings@roseville.ca.us

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

7.19. Eureka Median Landscape Improvement Project - Budget Adjustment

Memo from Park Planning & Development Superintendent Tara Gee and Assistant City Manager Dion Louthan recommending the City Council adopt ORDINANCE NO. 6120 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FY2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This project proposes to enhance the three landscaped medians on Eureka Road between Sunrise Boulevard and Lead Hill Road. The project will replace plantings in the areas where none currently exist, fill in other areas where existing plantings remain and fine-tune the existing irrigation system. Funding for the project is comprised of two funding sources: \$63,836.00 from the Traffic Safety Fund and \$38,164.00 from the Automall Improvement Fund. The total project cost is \$102,000.00. The maintenance of these medians is included in the Olympus Lighting & Landscape District. There will be no General Fund impact.

CC #: 0160

File #: 0201-01 & 0900-04-01

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

7.20. Risk and Resilience Assessment Project - Professional Services Agreement and Budget Adjustment

Memo from Assistant Engineer Jonathan Cummings and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 19-314 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JACOBS ENGINEERING GROUP, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6124 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval and award of a

professional services agreement to Jacobs Engineering Group, Inc. in the amount of \$486,022.00 to conduct a Risk and Resilience Assessment of the City's water systems and develop a corresponding Emergency Response Plan. Staff is also requesting approval of a budget adjustment in the amount of \$650,000.00 from fund balance in the Water Operations Fund to cover the professional services, internal labor and other costs. There is no impact to the General Fund.

CC #: 0165

File #: 0800-02 & 0201-01

CONTACT: Jonathan Cummings 916-774-5566 [jcummings@roseville.ca.us](mailto:jcumming@roseville.ca.us)

7.21. Single Sign-on & Multi-factor Authentication Project - Professional Services Agreement and Budget Adjustment

Memo from Business Systems Analyst Morgan Flowers and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 19-312 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PEGRIGHT, INC. DBA PROOFID, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, and adopt ORDINANCE NO. 6125 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval of a professional services agreement for single sign-on and multi-factor authentication installation and configuration services. The total cost in FY2019-20 will not exceed \$32,810.00. Staff is requesting approval of a budget adjustment in the amount of \$32,810.00 from fund balance in the Information Technology Replacement Fund. There is no impact to the General Fund.

CC #: 0162

File #: 0800-05 & 0201-01

CONTACT: Morgan Flowers 916-774-5157 mflowers@roseville.ca.us

Ordinances (for second reading and adoption)

7.22. Second Reading of Ordinance - Electric Scooter Share Programs Prohibition

ORDINANCE NO. 6123 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING CHAPTER 11.13 OF TITLE 11 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SHARED ON-DEMAND PERSONAL MOBILITY DEVICES, for second reading and adoption.

CC #: 0173

File #: 0323 & 0800-06

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

James Maccoun 916-774-5011 jmaccoun@roseville.ca.us

7.23. Second Reading of Ordinance - North Central Roseville Specific Plan - Parcel 49 - Living Spaces

ORDINANCE NO. 6122 OF THE COUNCIL OF THE CITY OF ROSEVILLE
AMENDING THE TEXT OF ZONING ORDINANCE NO. 4643 OF THE CITY
OF ROSEVILLE, for second reading and adoption.

CC #: 0172

File #: 0400-02

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

Reports / Requests

7.24.Boards and Commissions - Meeting Time Changes

Memo from City Clerk Technician Helen Dreyer and City Clerk Sonia Orozco recommending the City Council approve meeting start time changes for the Law & Regulation Committee, Library Board, Parks & Recreation Commission, Public Utilities Commission, and Transportation Commission. There is no cost associated with this request.

CC #: 0148

File #: 0103-32-02 & 0103-04-02 & 0103-05-02 & 0103-09-02 & 0103-13-02

CONTACT: Helen Dreyer 916-774-5356 hdreyer@roseville.ca.us

Removed by Councilmember Bruce Houdesheldt who made a recommendation for the Planning Commission to reconsider changing meeting start time to 6:00 p.m.

No public comment received.

Motion by Bruce Houdesheldt, seconded by Scott Alvord, to approve meeting start time changes for the Law and Regulation Committee (4:30 p.m.), Library Board, Parks and Recreation Commission, Public Utilities Commission, and Transportation Commission (6:00 p.m.). The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

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 the Regional Special Weapons and Tactics Mission Leader to travel to College Station, Texas from August 19, 2019 to August 23, 2019 for Enhanced All-Hazards Incident Management/Unified Command training. The travel and training costs are fully funded by the Department of Homeland Security and Federal Emergency Management Agency. There will be no costs incurred by the City.

CC #: 0152

File #: 0600-02

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

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Diamond Creek Community Facilities District No. 1 Bond Refunding

Memo from Administrative Analyst Jeannine Thrash and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-309 AUTHORIZING THE ISSUANCE OF SPECIAL TAX REFUNDING BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE DIAMOND CREEK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, APPROVING AND DIRECTING THE EXECUTION OF A BOND PURCHASE AGREEMENT, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS. Diamond Creek Community Facilities District No. 1 was formed on April 4, 2007 with an original debt issuance par amount of \$7,075,000.00. The current outstanding bond amount is \$5,375,000 with an average interest rate of 4.94% and a final bond maturity of September 1, 2037. Staff is recommending refunding the original debt issue to achieve net present value savings of approximately \$593,000.00 or 11% of the refunded bonds. The new refunding principal amount shall not exceed \$6,500,000.00. The refunding will provide \$300,000.00 of new money for additional authorized improvements and will not increase the term of the outstanding bonds. There will be no fiscal impact to the General Fund as all bond issuance costs will be paid from bond proceeds.

CC #: 0158

File #: 0206-03-01

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

Chief Financial Officer Dennis Kauffman made the presentation to Council.

No public comment received.

Motion by Pauline Roccucci, seconded by Scott Alvord, to adopt RESOLUTION NO. 19-309 AUTHORIZING THE ISSUANCE OF SPECIAL TAX REFUNDING BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE DIAMOND CREEK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING A FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, APPROVING AND DIRECTING THE EXECUTION OF A BOND PURCHASE AGREEMENT, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

8.2. Harry Crabb Park Phase 2 Project - Award of Contract and Budget Adjustment

Memo from Park Development Analyst Joel De Jong and Assistant City Manager Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-307 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VALLEY CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6119 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Harry Crabb Park Phase 2 Project is an 18.8 acre park site located on Scarborough Drive and Secret Ravine Parkway in the Stoneridge Specific Plan. The project includes a recirculating spray ground (water play area), restroom, covered picnic area, expansion and paving of the parking lot, baseball fields, multi-use turf area, landscaping and irrigation, and includes additive alternates consisting of a full basketball court, two each - tennis and pickle ball courts, and a shade sail for the water play area. Staff recommends award of the base bid and all additive alternatives for a total contract award amount of \$5,522,508.00. Funding of \$2,200,000.00 for park construction was provided through the Citywide Park Fund and was allocated in the FY2014-15 budget. The recommended budget adjustment proposes an interfund loan of \$2,875,000.00 from the Automotive Replacement Fund. The budget adjustment also transfers \$1,200,000.00 to the project from savings recognized in FY2018-19 and FY2019-20 from the Roseville Finance Authority's 2017A bond refunding associated with the Stoneridge and Crocker Ranch community facilities districts. The total project budget of \$6,275,000.00, including the recommended budget adjustment, includes construction, permits, inspections, contingency and construction administration. Over the course of the next six years, repayment to the Automotive Replacement Fund will be funded by the annual savings from the Roseville Finance Authority's 2017A bond refunding.

CC #: 0156

File #: 0704-01 & 0201-01

CONTACT: Joel De Jong 916-774-5924 jdejong@roseville.ca.us

Park Planning & Development Superintendent Tara Gee made the presentation to Council.

No public comment received.

Motion by Bruce Houdesheldt, seconded by Krista Bernasconi, to adopt RESOLUTION NO. 19-307 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VALLEY CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6119 OF THE COUNCIL OF THE

CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

9. APPOINTMENTS

9.1. Boards and Commissions Bi-Annual Vacancies

Memo from City Clerk Technician Helen Dreyer and City Clerk Sonia Orozco recommending the City Council appoint Naaz Alikhan, Stephanie Dement, and Jeff Richardson to the Economic Development Advisory Committee; and appoint one (1) individual to the Design Committee from applications received from Taylor Elze, Kimberly Lahodny, Neil Pople, and Jared Poulson; and appoint one (1) individual to the Grants Advisory Commission from applications received from Kimberly Lahodny and Michelle Gibson; and appoint three (3) individuals to the Public Utilities Commission from the applications received from Blandon Granger, Neil Pople, John Raniseski, Debra Sedwick, and Elaine Webb.

CC #: 0149

File #: 0103 & 0103-08-03 & 0103-44-03 & 0103-34-03 & 0103-09-03

CONTACT: Helen Dreyer 916-774-5356 hdreyer@roseville.ca.us

City Clerk Sonia Orozco made the presentation to Council.

No public comment received.

Motion by Bruce Houdesheldt, seconded by Scott Alvord, to appoint Naaz Alikhan, Stephanie Dement, and Jeff Richardson to the Economic Development Advisory Committee. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

Motion by Bruce Houdesheldt, seconded by Pauline Roccucci, to appoint Jared Poulson to the Design Committee. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

Motion by Pauline Roccucci, seconded by Scott Alvord, to appoint Michelle Gibson to the Grants Advisory Commission. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

Motion by Bruce Houdesheldt, seconded by Pauline Roccucci, to appoint Blandon

Granger, Debra Sedwick and Elaine Webb to the Public Utilities Commission. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

10. COUNCIL / STAFF / REPORTS/ PUBLIC/ COMMENTS

4th of July Parade and Fireworks - Councilmember Pauline Roccucci reported on activities.

Placer County Coroner's Facility Groundbreaking Event - Councilmember Pauline Roccucci spoke on attendance.

Firefighter Swearing-In Ceremony - Councilmember Pauline Roccucci spoke on 10 firefighters who were sworn in.

City Employee Contributions - Councilmember Bruce Houdesheldt and Vice Mayor Krista Bernasconi thanked employees for financial donations and blood bank participation.

Grants Commission Awards Ceremony - Councilmember Scott Alvord spoke on issuing checks to non-profit grant recipients.

4th of July Parade Master of Ceremonies - Vice Mayor Krista Bernasconi thanked Police Chief Jim Maccoun.

New Board and Commission Appointees - Vice Mayor Krista Bernasconi and Mayor John Allard offered congratulations.

Roseville Police Activities League Camp - Vice Mayor Krista Bernasconi spoke on privilege of granting awards to female youth participants.

4th of July Parade Patriotism - Mayor John Allard thanked the community for participating in activities.

11. ADJOURNMENT

Motion by Pauline Roccucci, seconded by Bruce Houdesheldt, to adjourn the meeting at 6:56 p.m. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Bernasconi, Houdesheldt, Roccucci

CLOSED SESSION

Item 1

A. CALL TO ORDER The meeting was called to order by Mayor John B. Allard II.

B. SILENT ROLL CALL All Councilmembers Present

C. PUBLIC COMMENTS No public comment received.

D. CLOSED SESSION

Conference with Legal Counsel - Anticipated Litigation

Pursuant to Government Code Section 54956.9(d)(2):

Significant exposure to litigation - one case

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

Closed Session Disclosure: City Attorney Robert Schmitt announced no reportable action was taken.

E. ADJOURNMENT The meeting adjourned at 7:45 p.m.



MINUTES

July 17, 2019

CITY COUNCIL MEETING

6:00 p.m.

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

1. CALL TO ORDER

Mayor John B. Allard II called the July 17, 2019 City Council meeting to order at 6:00pm.

2. ROLL CALL

Present: Alvord, Roccucci, Allard, Houdesheldt
Absent: Bernasconi

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Police Captain Marc Glynn.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PRESENTATIONS

5.1. Kathryn McClary Award

Presentation of the Kathryn McClary Operator of the Year Award to Nathan Chambers, MV Transportation bus operator.

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

Mayor John Allard and MV Transportation General Manager Rich Frost made the presentation to MV Transportation bus operator, Nathan Chambers.

6. PUBLIC COMMENTS

Nick Bryant - Spoke to concerns regarding transportation services.

Kristine Dohner - Spoke to Roseville Grants Advisory grants process, award impacts, and process improvements.

Judy Gavia - Board Member of the Petal Connection - spoke on grants process and need for additional funding.

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Pauline Roccucci, seconded by Scott Alvord, to approve the Consent Calendar as recommended. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Houdesheldt, Roccucci

Absent: Bernasconi

Bids / Purchases / Services

7.1. Pistachio Regional Park - Award of Contract and Budget Adjustment

Memo from Park Development Analyst Rjahja Canlas and Assistant City Manager Dion Louthan recommending the City Council adopt ORDINANCE NO. 6127 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and adopt RESOLUTION NO. 19-333 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VALLEY CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Pistachio Regional Park (formerly parksite F-56) is a 44-acre joint-use citywide park site located in the West Roseville area, adjacent to the new West Park High School. The Phase 1 project includes a baseball field, softball field, parking lot, walkways, landscape and irrigation. Additive alternatives also included in the project are paving the parking lot, constructing a restroom building and constructing a second softball field. Staff requests Council authorize a budget adjustment of \$4,005,288.00 from the West Roseville Citywide Park Fund; and award the project to Sierra Valley Construction, Inc. in the amount of \$6,544,900.00, and requests authorization to approve change order requests in an amount not to exceed 10% of the contracted amount. Construction of the first phase of the park was advanced to coincide with the opening of the new West Park High School, where the proposed amenities are part of a joint use agreement. As such, the Roseville Joint Union High School District and Board have agreed to partner with the City by providing

funds to offset maintenance for the first five years. Long term costs for maintenance will need to be provided through the General Fund.

CC #: 0187

File #: 0704-01 & 0201-01

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

7.2. Maidu Park Bike Trail Reconstruction and Resurfacing Project Phase 1 - Award of Contract

Memo from Assistant Engineer Cathy Gosalvez and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-330 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA ASPHALT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends award of a contract to the lowest responsive bidder, Sierra Asphalt Inc., with a change order authority of 15% of the contract amount. The project will provide maintenance for the paved trail located along the perimeter of Maidu Regional Park and the various interior trails within the park. The cost for the project is \$178,000.00 and will be completely funded with local transportation funds. No General Fund resources will be used.

CC #: 0184

File #: 0721-05

CONTACT: Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

7.3. Defibrillator EKG Monitor Maintenance - Service Agreement

Memo from Fire Division Chief David Dolson and Fire Chief Rick Bartee recommending the City Council adopt RESOLUTION NO. 19-322 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND PHYSIO-CONTROL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$2008068). This service agreement will allow Physio-Control the ability to provide regular maintenance to the Roseville Fire Department's Physio-Control EKG/Defibrillator monitors and Automated External Defibrillators. The total estimated cost of the contract is \$83,664.00. Funding for the agreement is included in the Fire Department's annual budget and will be paid over four fiscal year budget cycles (FY2019-23).

CC #: 0176

File #: 0203-12

CONTACT: David Dolson 916-774-5807 ddolson@roseville.ca.us

7.4. Maidu Library Dry Rot Repair (RFQ 10-3222) - Service Agreement and Budget Adjustment

Memo from Buyer Tiffany Valdez and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-325 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND RBH CONSTRUCTION INC., AND AUTHORIZING THE CITY MANAGER TO

EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1908244); and adopt ORDINANCE NO. 6126 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends City Council authorize a service agreement with RBH Construction, Inc. for the materials and labor to complete dry rot repairs at the Maidu Library. The total cost of the agreement is \$41,804.00. Staff requests the Public Works Director or designee to approve change order requests for this project up to 10% (\$4,180.40) as a construction contingency, for a grand total of \$45,984.40; and approve a budget adjustment transferring funding from available resources in the Facility Rehabilitation Fund to the Maidu Library Dry Rot Repair Capital Improvement project.

CC #: 0180

File #: 0900-07 & 0201-01

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

7.5. Office Supplies - Open Purchase Order

Memo from Buyer Becky Phillip and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-332 APPROVING A PURCHASE ORDER FOR OFFICE SUPPLIES. Staff recommends Council approve an open purchase order with Office Depot, Inc. to provide office supplies on an as-needed basis. The estimated cost of the office supply purchases is not to exceed \$210,000.00 for FY2019-20. Funding is included in each department's FY2019-20 budget.

CC #: 0186

File #: 0203-04

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

Resolutions

7.6. Fiddymment Ranch Phase 2, 2H Backbone - Notice of Completion

Memo from Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-321 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Fiddymment Ranch Phase 2, 2H Backbone PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THOSE RESPECTIVE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE "Fiddymment Ranch Phase 2, 2H Backbone." The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 0175

File #: 0400-04-09-1

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

7.7. Fiddymment Ranch Phase 2, Village F-7A - Notice of Completion

Memo from Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-328 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS FIDDYMENT RANCH PHASE 2, VILLAGE F-7A PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 0181

File #: 0400-04-09-1

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

7.8. Fiddymment Ranch Phase 2, Village F-7B - Notice of Completion

Memo from Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-329 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS FIDDYMENT RANCH PHASE 2 VILLAGE F-7B PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 0182

File #: 0400-04-09-1

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

7.9. Fiddymment Ranch Phase 2, Village F-9B - Notice of Completion

Memo from Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 19-327 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS FIDDYMENT RANCH PHASE 2, VILLAGE F-9B PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE,

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

CC #: 0183

File #: 0400-04-09-1

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

7.10. Economic Development Agreement and Expenditure of Membership Funds For FY2019-20

Memo from Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 19-331 APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT, BETWEEN THE GREATER SACRAMENTO ECONOMIC COUNCIL AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and authorize the expenditure of membership funds for Greater Sacramento Economic Council in the amount of \$54,885.00 and for the Roseville Area Chamber of Commerce in the amount of \$40,000.00. Funding for these memberships was included in the Economic Development Department's FY2019-20 membership budget.

CC #: 0185

File #: 0110 & 0106 & 0106-01

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

7.11. Downtown Bridges and Trail Project - Professional Services Agreement Amendment

Memo from Senior Engineer Raul Cervantes and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-324 APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE HANNA GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Due to weather impacts and the contractor's change in construction sequence, staff from The Hanna Group and their materials testing subcontractor, RMA Group, had to spend more field time than initially budgeted. Accordingly, The Hanna Group has requested an increase of \$120,033.00 to the professional services agreement. This item also authorizes a construction change order authority of 12% of the construction contract price for change orders for the Downtown Bridges and Trail Project. There are sufficient funds in the project to cover the amendment amount and construction change order authority. No General Fund resources will be used.

CC #: 0179

File #: 0721-05

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

7.12.City of Roseville Title VI Program, Public Participation Plan, and Language Assistance Plan

Memo from Transportation Analyst Eileen Bruggeman and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-326 APPROVING THE CITY OF ROSEVILLE TITLE VI PROGRAM, PUBLIC PARTICIPATION PLAN AND THE LIMITED ENGLISH PROFICIENCY LANGUAGE PLAN. The Roseville Transportation Commission recommends the City Council approve the updated Roseville Title VI Program, Public Participation Plan, and Language Assistance Plan for 2019 through 2022. As a recipient of federal funds through the Federal Transit Administration (FTA), Roseville Transit is required to prepare a Title VI Program in accordance with the current FTA guidelines and Title VI of the Civil Rights Act of 1964. There is no fiscal impact associated with this request. Implementation of these plans is already being performed by staff in continued compliance with federal requirements.

CC #: 0174

File #: 0721

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

7.13.Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Projects - Gas Extension Agreement, Installation of Special Facilities Agreement, and Elevated Delivery Pressure Letter

Memo from Senior Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 19-335 APPROVING A GAS AND ELECTRIC EXTENSION AGREEMENT, AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES, AND A REGULATED PRESSURE LETTER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSVILLE. This item requests Council approval of the Pacific Gas & Electric (PG&E) Gas Extension and Special Facilities Installation Agreements, and Regulated Pressure Letter for the Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Projects and authorization for the City Manager to execute the two agreements and the letter on behalf of the City. The cost for the PG&E agreements is \$1,974,153.00. Funding for this PG&E work is provided under the capital improvement projects for the South Placer Wastewater Authority (SPWA). The SPWA approved project funding is sufficient to pay the anticipated total cost of the work.

CC #: 0189

File #: 0800-02

CONTACT: Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

7.14.Pleasant Grove Wastewater Treatment Plant Energy Recovery Project - Grant Agreement Approval

Memo from Senior Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 19-334 APPROVING THE CALIFORNIA ENERGY COMMISSION GRANT

AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE STATE OF CALIFORNIA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends that the City Council approve the California Energy Commission (CEC) Grant Agreement to allow the City to be eligible to receive \$3,000,000.00 in grant funds from the CEC's Alternative and Renewable Fuels and Vehicle Technology Program to help fund the Pleasant Grove Wastewater Treatment Plant Energy Recovery project.

CC #: 0188

File #: 0214 & 0800-02

CONTACT: Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

7.15.Saugstad Park - Light Pole Construction and Lease Agreement Amendment

Memo from Assistant Information Technology Director Michael Sinor recommending the City Council adopt RESOLUTION NO. 19-336 APPROVING A SECOND AMENDMENT TO LIGHT POLE CONSTRUCTION AND LEASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE T-MOBILE WEST TOWER LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The second amendment extends the lease beyond the original term and provides options for the tenant to extend the lease for six additional terms, expiring on November 18, 2052. The City will receive a one-time payment of \$20,000.00 for execution of the second amendment. The monthly rent is currently \$1,916.00 and will continue to increase 3% per year. There will also be a one-time increase of 15% on November 19, 2022.

CC #: 0191

File #: 0708

CONTACT: Michael Sinor 916-774-5183 msinor@roseville.ca.us

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

7.16.Workers' Compensation Fund Plan Assessment - Budget Adjustment

Memo from Risk Manager David Rawe and Human Resources Director Stacey Peterson recommending the City Council adopt ORDINANCE NO. 6128 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council authorize a budget adjustment to appropriate \$381,620.00 from fund balance in the Workers' Compensation Fund to allow for payment of a plan assessment for the City's excess workers' compensation coverage through the Local Agency Workers' Compensation Excess Joint Powers Authority.

CC #: 0194

File #: 0201-01 & 0600

CONTACT: David Rawe 916-774-5207 drawe@roseville.ca.us

Reports / Requests

7.17. Sierra Vista - KV Sierra Vista, LLC Final Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council approve the Sierra Vista - KV Sierra Vista, LLC 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 4 large lots for future development and 1 public open space lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 0192

File #: 0400-07

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

Ceremonial Documents

7.18. Resolution of Commendation to Dianne Mangino

Dianne Mangino be commended for 21 years of outstanding service and dedication to the City of Roseville and wished a long, healthy, and enjoyable retirement.

CC #: 0190

File #: 0102-10

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

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Johnson Pool Reroof Project - Notice of Completion

Memo from Park Development Analyst Rjahja Canlas and Assistant City Manager Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-323 ACCEPTING THE PUBLIC WORK KNOWN AS THE JOHNSON POOL REROOF PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ASSISTANT CITY MANAGER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Parks, Recreation & Libraries Department has made a final inspection of the Johnson Pool Reroofing project and has found that all contract work has been completed in accordance with the improvement plans and specifications. The project is now ready for acceptance. The project scope of work included repairs to the structural beams and roof of the lifeguard/restroom building at Johnson Pool. In accordance with City specifications, the contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of Completion. Funding for the project was approved in FY2017-18 using a grant from the Housing-Related Parks Program with the State of California's Department

of Housing and Community Development. Maintenance for this facility is through the Parks, Recreation & Libraries Department operating budget. There will be no new General Fund impact.

CC #: 0178

File #: 0707

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

Park Planning & Development Superintendent Tara Gee made the presentation to Council.

Park Development Analyst Rjahja Canlas continued the presentation to Council.

No public comment received.

Motion by Scott Alvord, seconded by Bruce Houdesheldt, to adopt RESOLUTION NO. 19-323 ACCEPTING THE PUBLIC WORK KNOWN AS THE JOHNSON POOL REROOF PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ASSISTANT CITY MANAGER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Houdesheldt, Roccucci

Absent: Bernasconi

8.2. West Roseville Specific Plan Parcels F-55 and W-60a - Purchase and Sale Agreement for Property Exchange

Memo from Senior Planner Lauren Hocker and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-337 APPROVING A PURCHASE AND SALE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST ROSEVILLE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL ESCROW RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 19-338 AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PARCEL F-55 GRANT DEED ON BEHALF OF THE CITY OF ROSEVILLE. This item will allow the City to enter into a Purchase Agreement to exchange 25.03 acres of City-owned property (Parcel F-55) for 25.20 acres of property owned by West Roseville, LLC (Parcel W-60a) in the West Roseville Specific Plan area of the City. The necessary entitlements and environmental review which would permit development of either property would be part of future City Council action. The Purchase Agreement does not commit the City to such action; the City retains its discretion as part of the normal public hearing process for entitlements. The City will both give and receive the same amount of money for the exchange (ten dollars), so there are no direct impacts to the General Fund as a result of this item.

CC #: 0193

File #: 0400-04-09-1 & 1002

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

Senior Planner Lauren Hocker made the presentation to Council.

John Tallman - West Park Communities - spoke in support of approval.

Motion by Pauline Roccucci, seconded by Bruce Houdesheldt, to adopt RESOLUTION NO. 19-337 APPROVING A PURCHASE AND SALE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST ROSEVILLE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL ESCROW RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 19-338 AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PARCEL F-55 GRANT DEED ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Houdesheldt, Roccucci

Absent: Bernasconi

9. DEPARTMENT UPDATES

9.1. Information Technology Vision and the FY2019-20 Information Technology Strategic Work Plan

Memo from Business Systems Analyst Morgan Flowers and Chief Information Officer Hong Sae with an informational item regarding the Information Technology 2020 Vision and the FY2019-20 Information Technology Strategic Work Plan. CC #: 0177

File #: 0800-05

CONTACT: Morgan Flowers 916-774-5157 mflowers@roseville.ca.us

Chief Information Officer Hong Sae made the presentation to Council.

Information Technology Program Manager Angela Bal continued the presentation to Council.

Senior Business Systems Analyst Morgan Flowers continued the presentation to Council.

Chief Information Officer Hong Sae concluded the presentation to Council.

No public comment received.

Item for information only. No action required.

10. COUNCIL REPORTS/ PUBLIC COMMENTS

City of Roseville Civic Engagement Video - City Manager Dominick Casey provided screening of the video.

City Parking Garage Electric Charging Stations - Councilmember Scott Alvord announced.

Regional Water Authority - Councilmember Pauline Roccucci and Councilmember Bruce Houdesheldt reported on meeting activities.

14U USA Softball Tournament - Councilmember Pauline Roccucci announced event to be held at Maidu Regional Park.

Leadership Roseville - Mayor John Allard announced opportunity to participate.

State of the City - Mayor John Allard announced address will be held on October 4 at Adventist Health.

11. ADJOURNMENT

Motion by Bruce Houdesheldt, seconded by Pauline Roccucci, to adjourn the meeting at 6:50 in memory of Police Officer Cameron Landon. The Motion Passed.

Roll call vote: Ayes: Allard II, Alvord, Houdesheldt, Roccucci

Absent: Bernasconi



COUNCIL COMMUNICATION

CC #: 0215

File #: 0900-04-01 & 0201-01

Title: 2019 Residential Resurfacing Project - Award of Contract and Budget Adjustment

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

Meeting Date: 8/21/2019

Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council:

- 1) Award the Base Bid for the 2019 Residential Resurfacing Project to the lowest responsive bidder, American Pavement Systems, Inc. in the amount of \$2,507,200.00;
- 2) Adopt a resolution authorizing the City Manager to execute the agreement with authorization for staff to approve change orders up to 5% (\$125,360.00) as a construction contingency; and
- 3) Adopt an ordinance for a budget adjustment in the amount of \$2,142,475.00.

BACKGROUND

The City has a proactive residential street maintenance program designed to seal, protect, and preserve existing pavement by constructing affordable asphalt resurfacing at 7 to 10 year intervals. This keeps the City residential streets in good condition and avoids pavement failure that would require more costly rehabilitation or reconstruction. Staff tracks which residential street segments have been resurfaced in prior years so that various segments are proactively resurfaced when needed.

The scope of the 2019 Residential Resurfacing Project consists of resurfacing approximately 2,538,000 square feet on various City streets within the Woodcreek Oaks, Woodcreek Oaks and Foothills Junction, Maidu, and South Cirby neighborhoods and Automall Drive. We anticipate construction to begin in early September of 2019 with completion by the end of November of 2019.

On April 3, 2019 the City Council approved the plans and specifications for the project and authorized staff to call for bids utilizing a base bid plus alternate bid system that allowed staff to identify less critical roadway improvements as alternate bid items to be included in the project as budget allows.

Four bids were received and opened on June 4, 2019. All bids, both base bid and base bid plus alternate bid items, came in over the engineer's estimate. As a result, there is sufficient budget to

award the base bid only. Awarding the base bid only will result in resurfacing the identified residential neighborhoods and Automall Drive. The bid results are as follows:

Bid Summary		
Bidder	Amount (Base Bid)	Amount (Base Bid plus Alternate A)
Engineer's Estimate	\$2,320,000.00	\$2,649,000.00
American Pavement Systems, Inc.	\$2,507,200.00	\$2,697,250.00
Intermountain Slurry Seal, Inc.	\$2,862,925.00	\$3,112,00.00
Pavement Coatings Company	\$2,964,225.00	\$3,318,825.00
VSS International, Inc.	\$3,089,115.50	\$3,395,313.00

The design of this project was originally budgeted with the establishment of a new CIP titled the 2017 Residential Resurfacing project during the FY2015-16 budget development process. Construction has been delayed due to budgetary constraints, staffing resources, and shifting priorities. The project title was changed for advertisement and award so that it matched the year of construction.

Public Outreach:

Staff recognizes that whenever we resurface neighborhood streets, we inconvenience the residents who live in that neighborhood. For example, there will be times when on-street parking is temporarily prohibited during the project. Some residents are unsure whether they will have access to their homes, or whether the refuse pick up will continue during the project. We as staff understand these concerns and we are very sensitive to the needs of the residents. We therefore place a high priority on public outreach for our annual resurfacing program. Here is what we do:

1. Approximately six weeks before the planned work, we send a letter to each resident in the project area explaining the planned work, the type of pavement treatment that will be used, and that they can visit Public Work's website or call Public Works for more information.
2. Approximately two weeks before the planned work, we send a letter to each resident in the project area reminding them of the upcoming work. We include information similar to what we share in the letter described in step 1 above. We also attach a color-coded map that shows which streets are planned for resurfacing on which dates.
3. Five working days before the work is to begin on any given street, the contractor hangs a notice on the door at each residence listing the street, date, and times of prohibited parking.
4. Two working days before the work is to begin on any given street, the contractor places temporary "no parking" signs mounted on barricades along the street. These signs contain the days and times when parking will be prohibited.

FISCAL IMPACT

This project is funded by \$100,000.00 in Roadway funds, \$900,000.00 from the Highway Uses Tax Fund, and \$2,000,000.00 in Road Maintenance and Rehabilitation Account funds (the new SB 1 gas tax). Appropriations totaling \$857,525 were budgeted in previous fiscal years. The requested budget adjustment in the total amount of \$2,142,475.00 will cover the remaining portion of the construction costs and construction contingency. No General Fund resources are allocated for this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000 in direct government spending. Based on that figure, this project will create approximately 27 jobs.

ENVIRONMENTAL REVIEW

The proposed project involves the repair and maintenance of existing facilities. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Paul Anderson, Assistant Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resurfacing Map

Resolution No. 19-356

Agreement

Ordinance No. 6132

Budget Adjustment



RESOLUTION NO. 19-356

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND AMERICAN PAVEMENT SYSTEMS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement for the 2019 Residential Resurfacing project, by and between the City of Roseville and American Pavement Systems, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed five percent (5%) of the contract price.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

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

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 3rd day of April _____, 2019, approved plans and specifications for the _____ 2019 Residential Resurfacing Project _____ and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 4th day of June _____, 2019; and

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

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

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a meeting of the City Council held on the 21st day of August _____, 2019, the Council found and

declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the _____

2019 Residential Resurfacing Project

in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR Two Million, Five Hundred and Seven Thousand, Two Hundred dollars (\$ 2,507,200.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

- a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);
- b. The accepted bid;
- c. Plans and specifications (including standard construction specifications, special provisions and construction details);
- d. Bonds and insurance required by the specifications; and

e. This contract.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 2,400.00 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 60 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE

City of Roseville
Dept Of Public Works Engineering
311 Vernon St
Roseville, Ca 95747

CONTRACTOR

American Pavement Systems Inc.
1012 11th Street Ste 1000
Modesto Ca 95354
209.522.2277

CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

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

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

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

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

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

CITY OF ROSEVILLE, a
municipal corporation

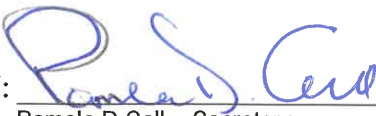
American Pavement Systems Inc. _____, a
Corporation - California

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: Gregory B Reed - President

and

ATTEST:

BY: 
its: Pamela D Call - Secretary

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
Print Name: Jason Shykowski

Title: Public Works Director

ORDINANCE NO. 6132

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 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 2019 Residential Resurfacing project, per request of the Public Works Department, as listed on the attached Request for Budget Adjustment in the amount of \$2,142,475.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: PAUL ANDERSON / ASSISTANT ENGINEER FISCAL YEAR: FY19-20
 PREPARER NAME & TITLE: PAUL ANDERSON / ASSISTANT ENGINEER COUNCIL DATE (if applicable): 8/21/19
 DEPARTMENT/DIVISION: PWD - ENGINEERING ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2305	5080	84001	400073	50,000	Secondary labor paid for by HUT Fund
2305	5301	84001	400073	273,996	Professional services paid for by HUT Fund
2305	5411	84001	400073	576,004	Repairs and maintenance paid for by HUT Fund
2307	5411	84001	400073	1,242,475	Repairs and maintenance paid for by RMRA Fund
TOTAL				2,142,475	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	2,142,475
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2305				(900,000)	Reduce available resources HUT Fund
2307				(1,242,475)	Reduce available resources RMRA Fund
TOTAL				(2,142,475)	

Justification for Budget Adjustment:

2019 Residential Resurfacing project (project originally budgeted under the title 2017 Residential Resurfacing project but construction has been delayed due to budgetary constraints, staffing constraints, and changing priorities; project title was changed so that it matches year of construction in order to avoid confusion with contractor and public) with a total budget of \$3,000,000 consisting of: \$100,000 from Roadway (3201) (original FY15-16 budget); \$2,000,000 from Road Maintenance and Rehabilitation Account (2307) (original FY17-18 budget of \$757,525 plus this budget adjustment of \$1,242,475 for a total of \$2,000,000); and, \$900,000 from Highway User Tax (2305).

REQUIRED APPROVALS:			
 REQUESTING DEPARTMENT HEAD / DESIGNEE	7/29/19 DATE	 BUDGET MANAGER / DESIGNEE	7/29/19 DATE
 CHIEF FINANCIAL OFFICER / DESIGNEE	7/29/19 DATE	 CITY MANAGER / DESIGNEE	
BUDGET DEPARTMENT USE ONLY:			
POSTED BY _____ DATE _____			

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 0219

File #: 0501-03 & 0203-13

Title: 645 Riverside Avenue Demolition - Service Agreement Amendment

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

Meeting Date: 8/21/2019

Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve Amendment No. 1 to Service Agreement with Anthem Builders, Inc. for \$5,024.57, and authorize the City Manager to execute it on behalf of the City.

BACKGROUND

At their January 17, 2018 meeting, City Council approved the property acquisition at 645 Riverside Avenue with the intention of removing the existing structure (which had incurred repeated flood damage from Dry Creek) and restore the property to its natural state. The property is located along the east side of Riverside Avenue, north of the confluence of Dry Creek and Cirby Creek and is identified in the City of Roseville Bicycle Master Plan as potentially accommodating a future Class 1 bike trail and trailhead parking area.

At their May 1, 2019 meeting, City Council approved a service agreement with Anthem Builders Inc. for the demolition and restoration of the 645 Riverside Avenue site for the amount of \$39,700.00. Demolition began in June of 2019. During the site restoration, buried scrap metal was encountered that staff determined needed to be removed before restoration could resume.

The removal of the encountered material created unanticipated work for Anthem Builders Inc. including additional grading, waste disposal and soil import costs not included in their service agreement. Accordingly, Anthem Builders has requested an increase of \$5,024.57 to their service agreement which will increase the total agreement value to of \$44,724.57.

FISCAL IMPACT

The project is funded by a 2017 Federal Emergency Management Agency (FEMA) grant and local transportation funds. The project has sufficient funds to cover the requested amendment, and no General Fund resources will be used.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines, there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this amendment will create 0.05 jobs.

ENVIRONMENTAL REVIEW

The proposed project involves the demolition and removal of an existing facility in an urbanized area, and restoration of a disturbed site to its natural state. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Daniel Lierly, Assistant Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

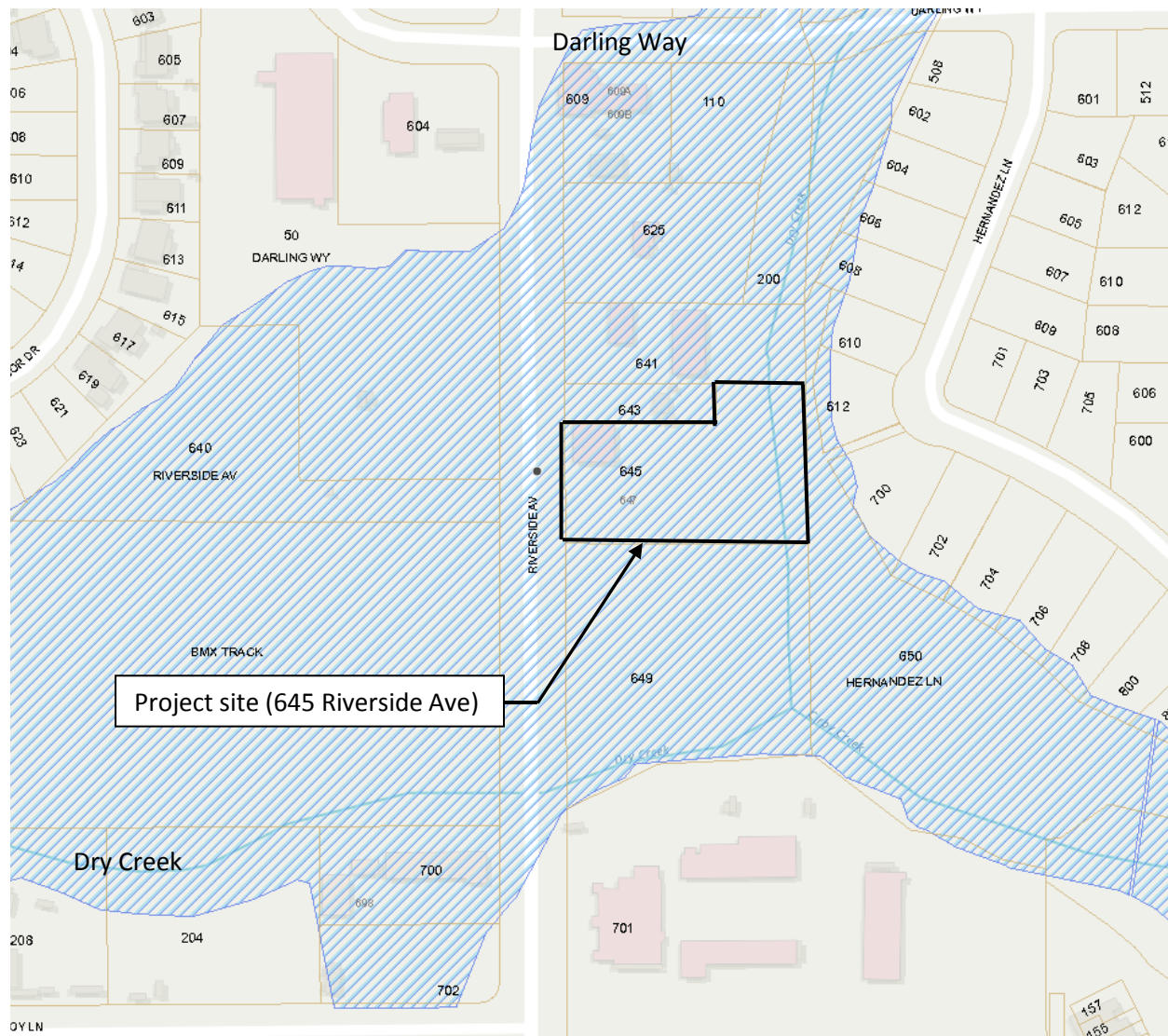
ATTACHMENTS:

Description

Project Location Map

Resolution No. 19-358

SA Amendment



Project Location Map

RESOLUTION NO. 19-358

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

WHEREAS, Amendment No. 1 to Service Agreement (S1908238), for additional work required for the 645 Riverside Avenue Demolition and Restoration project, between the City of Roseville and Anthem Builders, Inc., has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Amendment No. 1 to Service Agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

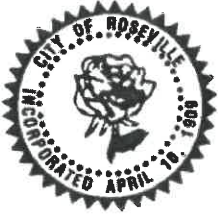
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

**SERVICE AGREEMENT
AMENDMENT**

SERVICE AGREEMENT No: S1908238
AMENDMENT No: 1

SERVICE LOCATION: 645 RIVERSIDE AVENUE
ROSEVILLE, CA 95747

Contractor No.: V39474

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

Contractor License No.: V39474
Business License No.: 00828583

Telephone No.: 916-303-2318 Fax:

Department: PUBLIC WORKS

Email address: JUSTIN@ANTHEMBUILDERS.COM
Contractor: ANTHEM BUILDERS, INC.
ATTN: JUSTIN BAKER
530 6TH STREET
ROSEVILLE, CA 95678

Acct. Code: 90004-6100/099004-38

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Service Agreement Number S1908238 ("Agreement"), which was executed on, 3/25/19, is hereby modified as follows:

Select all provisions that apply:

- ☐ The Contractor name is hereby changed from _____ to _____
- ☒ The term of the Agreement is increased by three months and the expiration date of the Agreement is changed from 9/30/19 to 12/31/19.
- ☒ The Total Cost of Service payable under this Agreement is modified from \$39,700.00 to \$44,724.57. The purpose of this modification is to provide for a change order due to an unforeseen removal and fill of materials to complete the 645 Riverside Avenue Demolition project in accordance with the attached Anthem Builders, Inc. change order request #1 dated 6/18/19.

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

CONTRACTOR:

By: _____

Title: CEO

By: _____

Title: _____

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: _____
Dominick Casey
City Manager

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



530 6th St.
Roseville CA 95678

Ph: 916-303-2318
Fax 916-303-2319
CA Lic. #960538
Class - A, B, C15, C21

CHANGE ORDER REQUEST # 1

(To Contract for Construction)

Project: 645 Riverside Ave demolition, restoration and hydroseed
City of Roseville
645 Riverside Ave

Contract Number: S1908238

Original Contract Date: March 25, 2019

Change Order Work Description:

Date of COR: June 18, 2019

Added import soil and compaction at bldg location

THIS CHANGE ORDER CONTRACT MODIFICATIONS HERE UNDER DESCRIBED, AND SAID MODIFICATIONS
ARE TO BE COMPLETED PER THE TERMS AND CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

Code	Activity	Cost
1.00 -1	Extra load haul off	\$ 4,473.44
1.00 -2	Import soil	\$ -
1.00 -3	Compaction	\$ -
1.00 -4		0 \$ -
1.00 -5	General Conditions	\$ -
1.00 -6		
1.00 -7		
1.00 -8		

Subtotal \$ 4,473.44
Overhead 8% \$ 357.88
Profit 4% \$ 193.25
Bond 0% \$ -

Total Change Order Request \$ 5,024.57

3 Day(s) will need to be added to the contract completion date to perform the work as described.

Submitted By:

Anthem Builders Inc.

Justin Baker, CEO

Signature:

Date: 6/18/2019

Authorized By:

City of Roseville

Owner:

Signature:

Date:



COUNCIL COMMUNICATION

CC #: 0230
File #: 0203-14

Title: Security Control Systems - Service Agreement Renewal
Contact: Tisha Chinn 916-774-5702 tchinn@roseville.ca.us

Meeting Date: 8/21/2019
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt a resolution authorizing the City Manager to sign a service agreement renewal with Johnson Controls, Inc. to provide maintenance, repair, installation of hardware and software, and programming of Cardkey access and security control systems on an as-needed basis throughout the City in the amount of \$350,000.00.

This agreement allows for two 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 agreement expires, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

On June 6, 2018, City Council authorized a one-year service agreement with Johnson Controls to provide maintenance, repair, installation of hardware, and for the software programming of Access and Security Control Systems. Staff requests Council authorize a one-year renewal with two optional renewal years. The total value of each agreement is \$350,000.00. Staff requests authorization to continue utilizing the contract without further Council approval until the contract expires in three years, or until City staff determines that continuing with the same vendor is not in the City's best interest. This request includes authorization for the City Manager to sign service agreement renewals for the two optional renewal agreements in FY2020-21 and FY2021-22 without further Council action, pending Council approval of budgets for those years.

FISCAL IMPACT

The value of this service agreement is \$350,000.00 for FY2019-20, not to exceed annual budgeted amounts. Funding for this year is included in the Building Maintenance and Facility Rehabilitation FY2019-20 budgets. The funds will be encumbered one year at a time pending Council approval of the budget for each year. Projected spending for the optional renewal years is as follows: FY2020-21, \$350,000.00. FY2021-22, \$350,000.00.

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, these contracts could create up to 3 jobs.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). A service agreement for the purchase of access and security control systems 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. 19-367

SA 2004006 Johnson Controls Inc

RESOLUTION NO. 19-367

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

WHEREAS, a service agreement (S2004006) for security control systems maintenance, repair, hardware installation and software programming of Cardkey access and security control systems, between the City of Roseville and Johnson Controls, Inc., has been reviewed by the Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his or her designee is authorized to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S2004006**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: RENEWAL DATE: 4/18/19

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

Contractor No.: V01090
Telephone No.: 916-294-881 Fax: 916-294-8889
Email address: michael.v.avakian@jci.com
Contractor: JOHNSON CONTROLS, INC
ATTN: MICHAEL AVAKIAN
103 WOODMERE ROAD, SUITE 110
FOLSOM, CA 95630

Department: BUILDING MAINTENANCE

Acct. Code: 03340-5100

Buyer: BECKY PHILIPP
Phone: 916-774-5724

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/1/19	NET 30	6/30/20	Approved by Risk Mgt.	TISHA CHINN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
THE VENDOR SHALL PROVIDE JOHNSON CONTROLS CARDKEY P2000 SECURITY ACCESS SYSTEM EQUIPMENT,
INSTALLATION, MAINTENANCE, REPAIRS OR PARTS ON AN AS NEEDED BASIS AT THE DIRECTION OF BUILDING
MAINTENANCE. ALL JOBS MUST BE QUOTED AND APPROVED BEFORE WORK CAN BEGIN.

PLEASE CONTACT TISHA CHINN AT 916-774-5702 FOR QUESTIONS REGARDING THIS AGREEMENT.

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

Total Cost of Service: \$ **350,000.00**

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.: 1000000593

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

By: _____

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

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days' written notice. City's termination shall be without further liability to City, however Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

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

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



COUNCIL COMMUNICATION

CC #: 0220

File #: 0203-06 & 0201-01

Title: Data Storage Device Replacements - Service Agreements and Budget Adjustment

Contact: Matt Donaldson 916-774-5405 mdonaldson@roseville.ca.us

Meeting Date: 8/21/2019

Item #: 7.5.

RECOMMENDATION TO COUNCIL

Recommend City Council:

A) Adopt two resolutions to approve a service agreement with CDW Government to purchase and install new Nimble data storage devices for both the Citywide and Public Safety infrastructure, and to approve a service agreement with Computacenter Fusionstorm, Inc. to purchase and install/upgrade Dell data storage devices and software for the backup infrastructure, and authorize the City Manager to execute both service agreements; and

B) Adopt an ordinance to approve a budget adjustment in the amount of \$200,000.00 for Citywide and Public Safety data storage and citywide database backup.

BACKGROUND

The City currently has three sets of data storage devices for three different environments: Citywide storage, Public Safety storage, and Backup storage. All of these storage devices are approaching the product end-of-life and need to be replaced or upgraded. Further, the City is experiencing rapid data growth and will soon consume all available storage space.

To this end, the City released a Request for Proposals (RFP) in March soliciting proposals for new storage devices. After extensive analysis of the received proposals, the City selected the proposal from CDW Government for both the Citywide and Public Safety data storage infrastructure, and the proposal from Computacenter Fusionstorm for the Backup infrastructure.

The Information Technology (IT) Department is requesting a budget adjustment to increase the spending authority of the existing Storage Replacement Project (#500039), which was established with \$500,000.00 in the FY2019-20 budget, to \$700,000.00. The FY2018-19 Storage Replacement project budgeted for \$200,000.00 was delayed due to staffing constraints. The total cost of \$700,000.00 will be funded through the IT Replacement Fund with no impact to the General Fund.

FISCAL IMPACT

The total cost for the Service Agreement with CDW Government for the Citywide and Public Safety data storage devices will not exceed \$450,000. Funding for the CDW Government Service Agreement will come from the FY2019-20 Technology Capital Improvement Project; and

The total cost for the Service Agreement with Computacenter Fusionstorm for data backup will not exceed \$250,000. Funding for the Backup infrastructure storage devices will come from the FY2019-20 Technology Capital Improvement Project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable. There are no jobs created by these agreements.

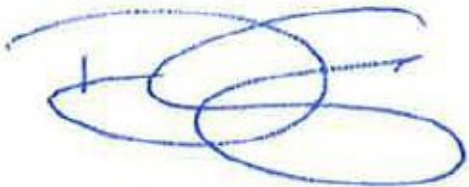
ENVIRONMENTAL REVIEW

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 the purchase and installation of data storage devices and software meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Matt Donaldson, IT Program Manager - Network Infrastructure

Hong Sae, Chief Information Officer

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-359

CDW-G Service Agreement

Resolution No. 19-360

Computacenter Service Agreement

Ordinance No. 6133

Budget Adjustment

RESOLUTION NO. 19-359

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

WHEREAS, a service agreement (S1904328) for data storage device replacements,
between the City of Roseville and CDW Government LLC, has been reviewed by the Council;

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1904328**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1903050 DATE: 5/29/19

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE

Finance Department

311 Vernon Street

Roseville, CA 95678

Contractor No.: V28247

Telephone No.: 847-371-5500 Fax:

Email address: jeffbut@cdwg.com

Contractor: CDW GOVERNMENT **LLC**

ATTN: JEFF BUTCHKO

230 N. MILWAUKEE AVENUE

VERNON HILLS, IL 60061

Department: INFORMATION TECHNOLOGY

Acct. Code: 91027-5500

Buyer: BECKY PHILIPP

Phone: 916-774-5724

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	UPON FINAL PAYMENT	Approved by Risk Mgt.	MATT DONALDSON

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

THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #12-008 DATA STORAGE AND DATABASE BACKUP SOLUTIONS AND CONTRACTOR'S PROPOSAL 1, OPTION 1 THERETO TITLED CITY OF ROSEVILLE DATA STORAGE AND DATABASE BACKUP SOLUTIONS RFP 12-008 DATED 4/5/19 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #12-008 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT MATT DONALDSON AT 916-774-5405 FOR QUESTIONS REGARDING THIS CONTRACT.

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

Total Cost of Service: \$ **400,000.00**

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

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

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



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

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

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

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

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

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

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.
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ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENTS OVER \$22,790 OR INVOLVING HIGH RISK
ACTIVITIES

General - Required Coverage/Documentation

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

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

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

Insurance Submission Process

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

How It Works

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

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

Appointment of Authorized Representative with Limited Signing Authority

In accordance with the authority delegated to the undersigned, Christina V. Rother, President, CDW Government LLC (“Company”), the undersigned hereby delegates to Dario Bertocchi (“Authorized Representative”) holding the title, Director, Program Sales (“Authorized Title”), of Company or its affiliate, the authority solely to review and execute certain Contract documents, subject to certain limitations, as set forth in the table below (“Restricted Authority”).

Contract Types: <i>select type of agreement (one or more may apply)</i>	☐	Agreements and purchase orders related to marketing.
	☐	Nondisclosure and other forms of confidentiality agreements and non-binding letters of intent in connection with potential M&A opportunities.
	☒	Non-disclosure and other forms of confidentiality agreements with customers and partners.
	☒	Agreements with customers to provide IT products and professional services (to the extent such services are authorized by the undersigned), and all such accompanying forms (attestations and disclosures) that are generally required to form a complete contract including memorandums of understanding, and subcontracts with partners on the Agreements described above, but excluding software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business.
	☒	Bids & Proposals to provide IT products and professional services, (to the extent such services are authorized by the undersigned), and all such accompanying forms (attestations and disclosures) that are generally required to form a complete offer for contract package, but excluding software beta test and early adoptee offers, and any offer out of the ordinary course of Company's business.
	☐	SOWs and Change Orders with customers to provide IT professional services (to the extent such services are authorized by the undersigned), but excluding software beta test and early adoptee contracts, and any contracts out of the ordinary course of Company's business.
	☐	Agreements with partners to purchase IT products and professional services (to the extent such services are authorized by the undersigned), but excluding software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business.
	☒	Agreements, including but not limited to, Participation Agreements and Teaming Agreements with Partners/Vendors to provide IT products and professional services to customers (to the extent such services are authorized by the undersigned), but excluding agreements for software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business.
	☐	SOWs with Partners/Vendors to provide IT professional services to Customers (to the extent such services are authorized by the undersigned), but excluding agreements for software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business.
Check other:	☐	[Click to fill in description]
Territorial Limit	U.S. Only	
Not to Exceed Dollar Value Limit	Up to \$\$\$25,000,000 (This is total value, not annual value, of a contract.)	
Not to Exceed Contract Duration for Services	Up to ten (10) year(s)	
Required Approvals and Other Conditions	• Compliance with Company Legal Department mandated contract review process. • Compliance with Company policies. • Capital expenditures approval, if applicable. • Chief Legal Officer review if Contract is with any principal stockholder, director or officer (or immediate family member) of a CDW company. • Treasurer review of any grant of a security interest or lien. • Legal approval of any contract with a foreign entity.	

[Signature Page Follows]

Authorized Representative shall use the following signature block, or one that indicates in a substantially similar manner that the Authorized Representative is authorized when executing Contracts on behalf of Company:

CDW Government LLC

By: Dario Bertocchi, its Authorized Representative

This appointment is effective on the date specified below and shall remain in effect until the earliest of: (a) the date, December 31, 2020, when this Restricted Authority expires; (b) the date when the Authorized Representative no longer holds the Authorized Title; or (c) the date when the Restricted Authority is terminated by the undersigned. Authorized Representative may not assign or delegate the Restricted Authority to any other person.

Effective Date January 1, 2018:

Christina V. Rother
Christina V. Rother (Dec 12, 2017)

Christina V. Rother
President
CDW Government LLC

Received and Approved by Corporate Paralegal:

JN
JN (Dec 12, 2017)

Janell Nelsen

Received and Approved by the Corporate Secretary's Office:

Mary Jo Georgen
Mary Jo Georgen (Dec 13, 2017)

Mary Jo Georgen

Appointment of Authorized Representative with Limited Signing Authority

In accordance with the authority delegated to the undersigned, Christina V. Rother, President, CDW Government LLC (“Company”), the undersigned hereby delegates to Tara Barbieri (“Authorized Representative”) holding the title, Director, Capture (“Authorized Title”), of Company or its affiliate, the authority solely to review and execute certain Contract documents, subject to certain limitations, as set forth in the table below (“Restricted Authority”).

Contract Types: <i>select type of agreement (one or more may apply)</i>	☐	Agreements and purchase orders related to marketing.
	☐	Nondisclosure and other forms of confidentiality agreements and non-binding letters of intent in connection with potential M&A opportunities.
	☒	Non-disclosure and other forms of confidentiality agreements with customers and partners.
	☒	Agreements with customers to provide IT products and professional services (to the extent such services are authorized by the undersigned), and all such accompanying forms (attestations and disclosures) that are generally required to form a complete contract including memorandums of understanding, and subcontracts with partners on the Agreements described above, but excluding software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business.
	☒	Bids & Proposals to provide IT products and professional services, (to the extent such services are authorized by the undersigned), and all such accompanying forms (attestations and disclosures) that are generally required to form a complete offer for contract package, but excluding software beta test and early adoptee offers, and any offer out of the ordinary course of Company's business.
	☐	SOWs and Change Orders with customers to provide IT professional services (to the extent such services are authorized by the undersigned), but excluding software beta test and early adoptee contracts, and any contracts out of the ordinary course of Company's business.
	☐	Agreements with partners to purchase IT products and professional services (to the extent such services are authorized by the undersigned), but excluding software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business.
	☒	Agreements, including but not limited to, Participation Agreements and Teaming Agreements with Partners/Vendors to provide IT products and professional services to customers (to the extent such services are authorized by the undersigned), but excluding agreements for software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business.
	☐	SOWs with Partners/Vendors to provide IT professional services to Customers (to the extent such services are authorized by the undersigned), but excluding agreements for software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business.
Check other:	☐	[Click to fill in description]
Territorial Limit	U.S. Only	
Not to Exceed Dollar Value Limit	Up to \$\$\$25,000,000 (This is total value, not annual value, of a contract.)	
Not to Exceed Contract Duration for Services	Up to ten (10) year(s)	
Required Approvals and Other Conditions	• Compliance with Company Legal Department mandated contract review process. • Compliance with Company policies. • Capital expenditures approval, if applicable. • Chief Legal Officer review if Contract is with any principal stockholder, director or officer (or immediate family member) of a CDW company. • Treasurer review of any grant of a security interest or lien. • Legal approval of any contract with a foreign entity.	

[Signature Page Follows]

Authorized Representative shall use the following signature block, or one that indicates in a substantially similar manner that the Authorized Representative is authorized when executing Contracts on behalf of Company:

CDW Government LLC

By: Tara Barbieri, its Authorized Representative

This appointment is effective on the date specified below and shall remain in effect until the earliest of: (a) the date, December 31, 2020, when this Restricted Authority expires; (b) the date when the Authorized Representative no longer holds the Authorized Title; or (c) the date when the Restricted Authority is terminated by the undersigned. Authorized Representative may not assign or delegate the Restricted Authority to any other person.

Effective Date January 1, 2018:

Christina V. Rother
Christina V. Rother (Dec 12, 2017)

Christina V. Rother
President
CDW Government LLC

JN
JN (Dec 12, 2017)

Received and Approved by Corporate Paralegal:

Janell Nelsen

Mary Jo Georgen
Mary Jo Georgen (Dec 13, 2017)

Received and Approved by the Corporate Secretary's Office:

Mary Jo Georgen

RESOLUTION NO. 19-360

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

WHEREAS, a service agreement (S1904329) for data storage device replacements,
between the City of Roseville and Computacenter Fusionstorm, Inc., has been reviewed by the
Council;

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1904329**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1903065 DATE: 5/29/19

SUBMIT ALL INVOICES TO:

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

Contractor No.:
Telephone No.: 916-792-2101 Fax:
Email address: dylan.bunfill@computacenter.com
Contractor: COMPUTACENTER FUSIONSTORM, INC.
ATTN: DYLAN BUNFILL
124 GROVE STREET, SUITE 311
FRANKLIN, MA 02038

Department: INFORMATION TECHNOLOGY

Acct. Code: VARIOUS

Buyer: BECKY PHILIPP
Phone: 916-774-5724

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	UPON FINAL PAYMENT	Approved by Risk Mgt.	ART VOGTLIN

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

THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #12-008 DATA STORAGE AND DATABASE BACKUP SOLUTIONS, PROPOSAL 2 AND CONTRACTOR'S THERETO TITLED BACKUP/DATABASE BACKUP SOLUTION PROPOSAL DATED 3/31/19 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #12-008 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE. COMPUTACENTER FUSIONSTORM, INC. FEES ARE INCORPORATED IN THE ATTACHED SALES PROPOSAL QUOTE Q-00176140 DATED 5/24/19.

PLEASE CONTACT ART VOGTLIN AT 916-774-5111 FOR QUESTIONS REGARDING THIS CONTRACT.

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

Total Cost of Service: \$ **239,643.84**

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. 6133

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 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 Data Storage Device Replacement, per request of the Information Technology Department, as listed on the attached Request for Budget Adjustment, in the amount of \$200,000.00.

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: Hong Sae / Chief Information Officer FISCAL YEAR: FY19-20
 PREPARER NAME & TITLE: Angela Bal / IT Program Manager *AB* COUNCIL DATE (if applicable): 8/21/19
 DEPARTMENT/DIVISION: Information Technology ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4105	5301	84001	500039	30,000	Professional Services - additional funding for existing storage replacement project
4105	5417	84001	500039	68,000	Repairs and Maintenance - additional funding for existing storage replacement project
4105	5530	84001	500039	102,000	Equipment Replacement- additional funding for existing storage replacement project
TOTAL				200,000	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	200,000
-----------------------	----------------

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4105				200,000	Decrease available resources - IT Replacement Fund
TOTAL				200,000	

Justification for Budget Adjustment:

The IT Department is requesting this budget adjustment to increase the spending authority of the Storage Replacement Project #500039 which was established for \$500,000 during the FY2019-20 budget development process. Initial project funding was budgeted in FY2018-19 and incorporated into the internal service fund rate model and spread to all departments proportionately, but the project was delayed due to staffing constraints and the funding was returned to fund balance. The total cost of \$700,000 will be budgeted in the IT Replacement fund with no impact to the General Fund.

REQUIRED APPROVALS:			
 REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE <u>8/1/19</u>	 BUDGET MANAGER / DESIGNEE <i>for S. Pettingel</i>	DATE <u>8/1/19</u>
 CHIEF FINANCIAL OFFICER / DESIGNEE	DATE <u>8/1/19</u>	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY _____ DATE _____			

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 0221
File #: 0702-01

Title: Diamond Oaks Golf Course Roof Replacement Project - Notice of Completion
Contact: Lori Hogan 916-774-5707 lhogan@roseville.ca.us

Meeting Date: 8/21/2019
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Recommend Council accept the Diamond Oaks Golf Course Roof Replacement Project as complete, and adopt a resolution authorizing the Public Works Director to execute the Notice of Completion on behalf of the City.

BACKGROUND

The Diamond Oaks Golf Course roof was in critical need of roof repairs in order to protect its structural and internal integrity. This replacement was scheduled as part of the Facility Division's 10-Year Rehabilitation Plan in order to protect and maintain our City facilities. City staff formally solicited bids from contractors and Madsen roofing and Waterproofing Inc. was the lowest bid.

The work has been completed to the satisfaction of the City and staff is requesting the Council authorize the Public Works Director to execute a Notice of Completion.

FISCAL IMPACT

The total cost of the project was \$62,163.00 with no contingency and was paid for out of the Diamond Oaks Golf Course Operations FY2018-19 approved budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000 in direct government spending. Based on that figure, this project created less than 1 job.

ENVIRONMENTAL REVIEW

The proposed project involves the roof replacement of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Lori Hogan, Project Coordinator

Jason Shykowski, Public Works Director

A handwritten signature in blue ink, appearing to read 'Dominick Casey', with a horizontal line extending from the end of the signature.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-361

NOC

Map

RESOLUTION NO. 19-361

ACCEPTING THE PUBLIC WORK KNOWN AS DIAMOND OAKS GOLF COURSE ROOF REPLACEMENT PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

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

1. The “Notice of Completion” on file in the City Clerk’s Department relative to that public work known as Diamond Oaks Golf Course Roof Replacement Project, has been approved and the public work accepted.
2. The Public Works Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 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

NOTICE OF COMPLETION

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

The direct/general contractor on said project was _____.

The surety on said project was _____.

City of Roseville
Owner

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

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

City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before
me on this ____ day of _____,
20____, _____

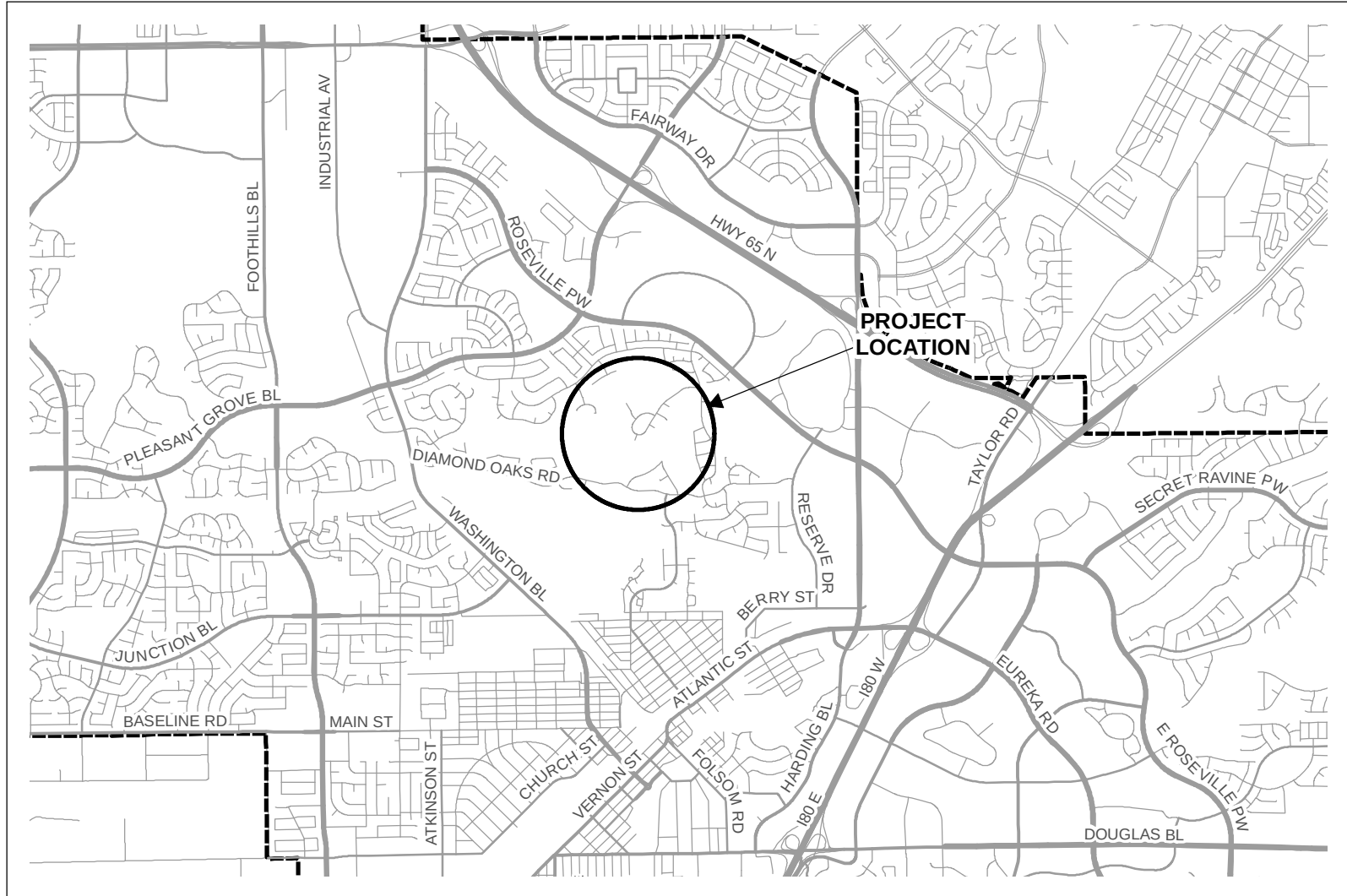
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A - DIAMOND OAKS GOLF COURSE ROOF REPLACEMENT PROJECT

349 DIAMOND OAKS RD





COUNCIL COMMUNICATION

CC #: 0226
File #: 0704-01

Title: Maidu Regional Park Dugout Expansion Project - Notice of Completion
Contact: Joel De Jong 916-774-5924 jdejong@roseville.ca.us

Meeting Date: 8/21/2019
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Recommend Council accept the Maidu Regional Park Dugout Expansion Project as complete and adopt a resolution authorizing the Assistant City Manager to execute the attached Notice of Completion.

BACKGROUND

The Parks, Recreation & Libraries Department has made a final inspection of the Maidu Regional Park Dugout Expansion Project and has found that all contract work has been completed in accordance with the approved plans and specifications. The project is now ready for acceptance.

The project scope of work included modifications to the existing chain link fence dugouts, new metal roofing, and accessibility upgrades to the adjacent parking lot. In accordance with our specifications, the Contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of Completion.

FISCAL IMPACT

Funding for the project was from a Placer Valley Tourism Grant and the City allocation of Youth Sports Coalition funds. There is no General Fund impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines, there is one job created for every \$92,000.00 in direct government spending. Based on that guideline, this project created 1 new 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

§15060(c)(3) and §15378. The approval of the Maidu Regional Park Dugout Expansion Project Notice of Completion meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Joel De Jong, Park Development Analyst

Dion Louthan, Assistant City Manager

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-366

NOC

Map

RESOLUTION NO. 19-366

ACCEPTING THE PUBLIC WORK KNOWN AS MAIDU REGIONAL PARK DUGOUT
EXPANSION PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND
AUTHORIZING THE ASSISTANT CITY MANAGER 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 Maidu Regional Park Dugout Expansion Project, has been approved and the public work accepted.
2. The Assistant City Manager 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

NOTICE OF COMPLETION

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

The direct/general contractor on said project was _____.

The surety on said project was _____.

City of Roseville
Owner

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

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

City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before
me on this ____ day of _____,
20____, _____

proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

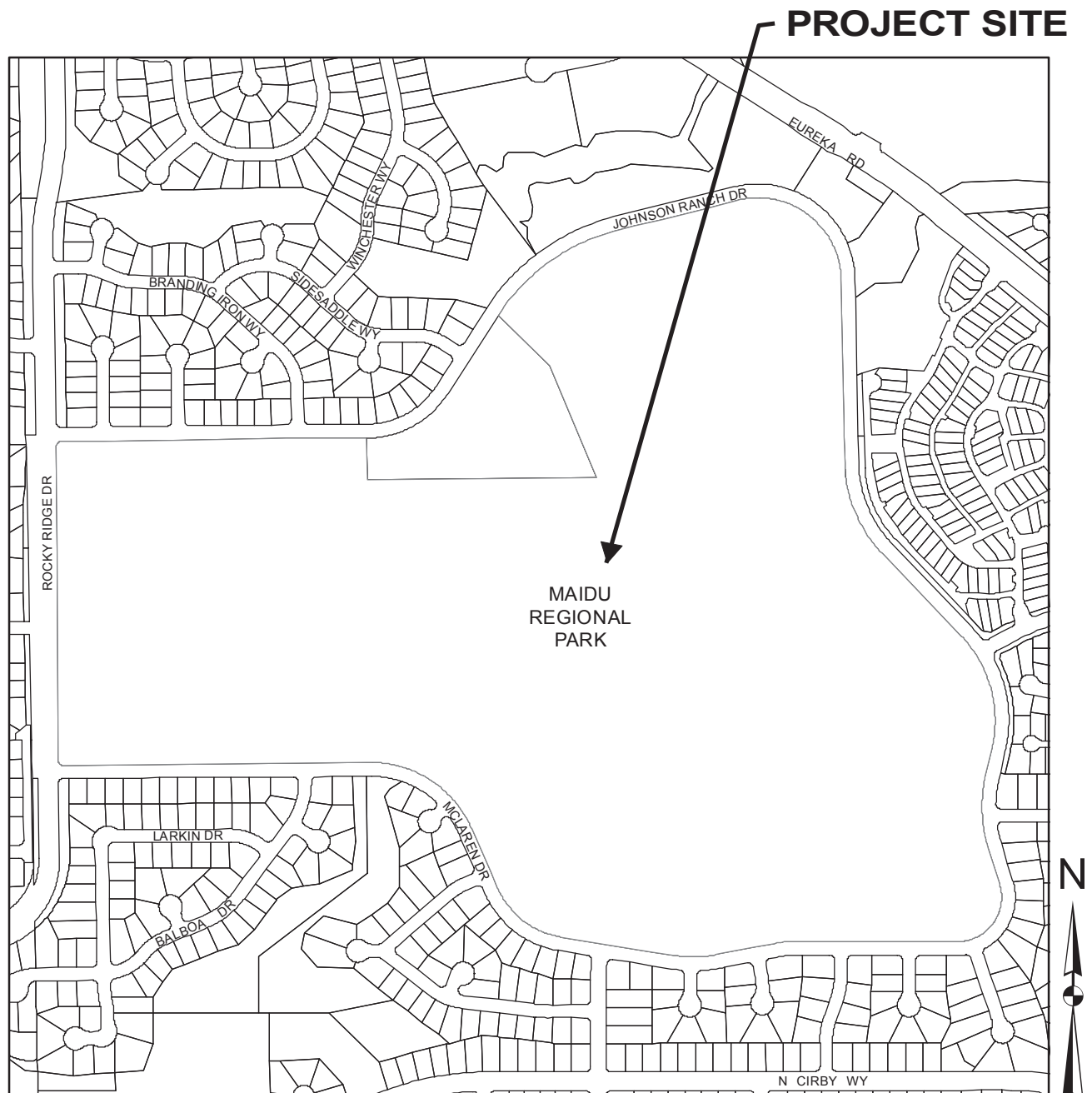
Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A

Maidu Regional Park Dugout Expansion Project

The project scope of work included modifications to the existing chain link fence dugouts, new metal roofing, and accessibility upgrades to the adjacent parking lot.





COUNCIL COMMUNICATION

CC #: 0231
File #: 0109-02

Title: Street Closure Agreement - 30th Annual Polish American Folk Festival - September 7, 2019
Contact: Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

Meeting Date: 8/21/2019
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution approving an Agreement for Special Event and Temporary Street Closure with Polish American Club of Sacramento on Saturday, September 7, 2019.

Berkeley Avenue between Main Street and N. Grant Street from 6:00 a.m. – 10:00 p.m.

BACKGROUND

The Polish American Club of Greater Sacramento is requesting to close streets to host their 30th Annual Polish American Festival on Saturday, September 7, 2019. The event will consist of cultural foods, drinks and dancing. A beer garden will be set up within the event area, managed by a licensed security company. Business and property owners impacted by the street closure are required to be notified by the applicant. 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 Polish American Club.

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(b)(3) and §15378. The Polish American Club event meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Jeff Nereson, Recreation Superintendent

Dion Louthan, Assistant City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-368

Street Closure Agreement Polish American Festival

RESOLUTION NO. 19-368

APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE
POLISH AMERICAN CLUB OF SACRAMENTO, INC., AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Special Event and Temporary Street Closure regarding
the Polish American Folk Festival event, between the City of Roseville and The Polish American
Club of Sacramento, Inc., has been reviewed by the City Council; and

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

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: Polish American Folk Festival

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and The Polish American Club of Sacramento, Inc., 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 Polish American Folk Festival ("Event") to be held on Saturday, September 07, 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 6:00 a.m. and 10:00 p.m. on Saturday, September 7th, 2019.
 - a. Berkeley Avenue, between Main and N. Grant Streets.
3. Adequate barriers and warning signs, as requested by the Public Works Director/City Engineer, shall be placed by City personnel at all street entrances and alleys leading into the closed area. No markings of any kind will be permitted on the street, street lights, or electrical poles.

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

THE POLISH AMERICAN CLUB OF
SACRAMENTO, INC., a
California non-profit corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY: _____
its: (FJ) _____
Shelley L. Allen

and

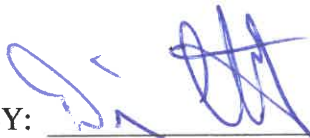
BY: _____
its: _____
Chairman of the Board

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
DION LOUTHAN
Assistant City Manager



COUNCIL COMMUNICATION

CC #: 0225
File #: 0704-01

Title: F-101 Pocket Park - Master Plan and Park Development Agreement
Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 8/21/2019
Item #: 7.9.

RECOMMENDATION TO COUNCIL

Approve the master plan and adopt a resolution to approve the Park Development Agreement between the City of Roseville and ATC Realty One, LLC for the construction of the F-101 pocket park, and authorize the City Manager to execute it on behalf of the City.

BACKGROUND

A master plan was presented and approved by the Parks & Recreation Commission at the March 4, 2019 meeting. The master plan proposes a design that offers a central open turf area as a focal point of the park. Located on the south side are two bocce ball courts and two covered seating areas. Also included in the design is a perimeter walking path.

Consistent with the approved 2004 Development Agreement for West Roseville/Fiddymont Ranch, pocket parks within the West Roseville Specific Plan are to be constructed by the Developer concurrent with the construction of the adjacent villages. F-101 is the pocket park located within Fiddymont Ranch phase 2, Villages 11A1 and 12. The entitlements for these villages have been approved and construction of those villages are underway. The Park Development Agreement outlines the design and construction process for the pocket park which, when complete, will be deeded over to the City for operations. It is anticipated that construction of the park will begin in the summer of 2020.

FISCAL IMPACT

The construction of the pocket parks within the West Roseville Specific Plan area is the sole responsibility of the Developer. No park fee credits are applied to the project. Maintenance of this pocket park is included in the Fiddymont Ranch Community Facilities District No. 2 (Public Services). There is no General Fund impact with this request.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not Applicable.

ENVIRONMENTAL REVIEW

Development of WRSP Pocket Park F-101 was originally evaluated in the West Roseville Specific Plan and EIR (January 2004) (SCH # 2002082057) and then later in the Fiddymment Ranch Specific Plan Amendment (SPA) Subsequent Environmental Impact Report (April 2014) (SCH#2010082075). Construction of Pocket Park F-101 is found to be within the scope of the project covered by the Fiddymment Ranch SPA Subsequent final EIR. This EIR provides project level analysis for the Fiddymment Ranch portion of the WRSP community infrastructure and facilities, including parks. Because the Pocket Park F-101 project is consistent with the Fiddymment Ranch SPA Subsequent final EIR, no new effects would be expected to occur and all applicable mitigation measures from the applicable prior EIR's will be implemented during the design and construction of the proposed project. As such, no additional environmental documentation is required.

Respectfully Submitted,

Tara L. Gee, Park Planning & Development Superintendent

Dion Louthan, Assistant City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-365

Park Development Agreement

Master Plan

Cost Proposal

RESOLUTION NO. 19-365

APPROVING A PARK DEVELOPMENT AGREEMENT FOR
F-101 POCKET PARK SITE AND PARK IMPROVEMENTS, BY AND BETWEEN THE
CITY OF ROSEVILLE AND ATC REALTY ONE, LLC, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Park Development Agreement for F-101 Pocket Park Site and Park Improvements, by and between the City of Roseville and ATC Realty One, LLC, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PARK DEVELOPMENT AGREEMENT FOR
F-101 POCKET PARK SITE AND
PARK IMPROVEMENTS

THIS AGREEMENT is made and entered into this _____ day of _____,
20__ by and between the City of Roseville, a municipal corporation ("CITY") and ATC
REALTY ONE, LLC, a Delaware limited liability company, ("LANDOWNER"), and

W I T N E S S E T H:

WHEREAS, LANDOWNER is the owner and developer of subdivision known as
Fiddymment Ranch Phase 2 Villages 11A1 and 12 ("Subdivision") located in the West Roseville
Specific Plan; and

WHEREAS, the Subdivision has been approved for single family residential development
pursuant to the Development Agreement by and between the CITY OF ROSEVILLE and
LANDOWNER's predecessor-in-interest, Roseville Fiddymment Land Venture, LLC, approved
and adopted pursuant to Ordinance No. 4048, as amended, ("Development Agreement"); and

WHEREAS, LANDOWNER desires to develop one hundred thirty-eight (138) lots as
single family residential units on the Subdivision; and

WHEREAS, the Development Agreement provides that the owner of the Subdivision
shall construct park improvements on Lot F-101 ("Park Improvements") on a "turn-key" basis;
and

WHEREAS, LANDOWNER and CITY desire to develop the Park Improvements on a
turn-key basis provided that the costs of the Park Improvements actually incurred are financed
solely by LANDOWNER; and

NOW, THEREFORE, CITY and LANDOWNER agree as follows:

1. Master Plan. LANDOWNER shall cause the preparation of a master plan upon execution of this Park Development Agreement. The master plan shall meet established criteria set forth by the Parks, Recreation & Libraries Department (“Department”) specific to pocket park development and as outlined in CITY’s Parks Construction Standards, Design Standards, and Construction Standards. The master plan shall be approved by the Parks & Recreation Commission and City Council, including environmental review, within three (3) months from the date of this Agreement. The approved master plan shall be utilized for all marketing and sales promotions as disclosure to potential home buyers.

2. Schedule. Upon approval of the master plan, LANDOWNER shall provide the Department with a schedule for completion of the Park Improvements within fifteen (15) days. The schedule shall include key milestones such as 75% of construction documents, 99% completion of construction documents, date when the project will be bid, start date for construction and completion date of construction. Construction is anticipated to start in Spring 2020 with completion in late Summer/Early Fall 2020. The completion date shall include the ninety (90) calendar day establishment period. The Park Improvements shall be complete prior to the issuance of the Certificate of Occupancy of the last home to be constructed in Phase 2.

3. Construction Documents. LANDOWNER shall cause the preparation of construction plans and specifications for the Park Improvements (collectively the “Construction Documents”). The Construction Documents shall be consistent with the master plan as approved by the City Council, and with City Park Construction Standards, latest edition. The Construction Documents shall be subject to review and approval by the Department and other applicable City departments prior to bidding the project and at LANDOWNER’s sole expense.

4. Bid Documents. LANDOWNER shall prepare the bid documents for the Park Improvements. The Department shall provide a list of pre-qualified contractors and bid documents prior to the issuance of a notice to bid by LANDOWNER. Bids shall be lump sum with an itemized unit summary to be used for additions and deletions only. The Department shall be notified of and approve LANDOWNER's selection of the contractor prior to the award of contract. In the event LANDOWNER concludes that the bids are unacceptably high and not to budget, LANDOWNER must notify Department of required modifications to the Park Improvements or the need to solicit additional bids. LANDOWNER shall provide the Department an opportunity to review and comment on any proposal by LANDOWNER to modify the Park Improvements and shall give such comments fair consideration.

5. Contractor Registration. Effective March 1, 2015, no contractor or subcontractor may be listed on a bid proposal for the Park Improvements unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Effective April 1, 2015, no contractor or subcontractor may work on the Park Improvements unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. LANDOWNER shall be responsible for ensuring that these contractor registration requirements are adhered to since this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

6. Prevailing Wages. LANDOWNER shall comply with all applicable prevailing wage laws for services performed under this Agreement. Additionally, LANDOWNER shall

require its subcontractors, if any, to comply with all applicable prevailing wage laws for services performed under this Agreement. In accordance with Section 1775 of the California Labor Code the LANDOWNER shall forfeit as a penalty to the CITY fifty dollars (\$50.00), and/or such other penalty amounts required by statute, for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for such work or craft in which such worker is employed for any work done under this Agreement by the LANDOWNER or by any subcontractor under the LANDOWNER in violation of the provisions of the California 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 LANDOWNER. Moreover, CITY shall the right to withhold payment in such amounts as directed by the Department of Industrial Relation or Labor Commissioner.

Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the follow website: <http://dir.ca.gov/DLSR/PWD/Northern.html>.

7. Commencement of Improvements. LANDOWNER shall commence construction of the Park Improvements in accordance with the approved Construction Documents within sixty (60) calendar days after CITY's approval of the Construction Documents unless this timeframe falls between October 15 and April 15, in which case construction shall commence on April 16, weather pending.

The Department as well as other applicable CITY departments shall routinely participate in on-site observation and inspection during construction. LANDOWNER shall diligently

proceed with such construction and use its best efforts to complete the construction within one hundred (100) days of the date of commencement of such Park Improvements.

In the event that LANDOWNER fails to complete construction of the Park Improvements prior to the issuance of the Certificate of Occupancy of the last home to be constructed in Phase 2, CITY shall withhold any further Certificates of Occupancy until the Park Improvements are complete. Notice of satisfaction of LANDOWNER's construction obligations shall be evidenced by a written acceptance of the Park Improvements by CITY.

8. Change Orders. LANDOWNER shall submit a written request for approval of any change orders to the CITY at least fifteen (15) days prior to proceeding with any change order. LANDOWNER shall not issue any change orders on such construction contract without first obtaining CITY's written consent. Any change in design in the Park Improvements must have CITY's pre-approval.

9. Other Costs. CITY and LANDOWNER acknowledge that various costs are incurred during park development beyond construction document preparation and improvement construction. Such costs include but are not limited to consultant construction assistance (environmental, inspection, engineering), storm water pollution prevention measures, utility bills (electric, water), CITY inspections, permits and fees, design/drafting fees, fencing, maintenance and miscellaneous costs such as photocopying and printing. LANDOWNER is solely responsible to pay for such other costs without reimbursement or credit from CITY.

10. Payments. LANDOWNER shall be responsible for all payments associated with the Park Improvements. This includes but is not limited to contractor's work, electric and water bills, storm water pollution prevention measures, consultant construction assistance, CITY inspections, permits, and fees.

11. Warranty. LANDOWNER shall provide CITY a warranty for the Park Improvements for a period of one year from the date of above acceptance by CITY. Any warranty repairs performed shall be the responsibility of LANDOWNER and shall not be subject to reimbursement.

12. Cost of Park Improvements. The cost of constructing the Park Improvements in accordance with the Construction Document is the sole responsibility of the LANDOWNER.

13. Obligations Arising from Agreement. Neither the General Fund, nor any other fund or monies of CITY, including the Neighborhood Park Fee Fund or similar park improvements funds or accounts, shall be utilized for payment of any obligations arising from this Agreement. Neither the Neighborhood Park Fund credit nor the taxing power of CITY is pledged for the payment of any obligations arising from this Agreement. LANDOWNER's obligations arising from this Agreement are not a debt of CITY, or a legal or equitable pledge, charge, lien or encumbrance upon any of its property, or upon any of its income, receipts or revenues.

14. Maintenance Obligations. Upon completion of the Park Improvements and written acceptance by CITY, LANDOWNER shall deed the Park Improvements to CITY. LANDOWNER shall pay CITY the cost to maintain the Park Improvements for a period of one year, if absorption is less than 75%. In no event shall CITY be responsible for the costs of maintaining the Park Improvements prior to completion of one (1) year starting on the date of project acceptance.

15. Attorney's Fees and Venue. In any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees. Any action

arising out of this Agreement shall be brought in Placer County, California regardless of where else venue may lie.

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

17. Severability. In case any one or more of the provisions contained in this Agreement is 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.

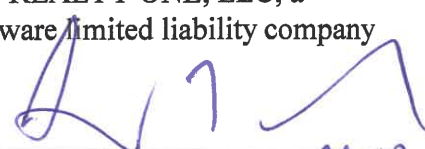
18. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the CITY OF ROSEVILLE, a municipal corporation, has 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 LANDOWNER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATC REALTY ONE, LLC, a
Delaware limited liability company

BY: 
its: SVP DAVID L. ASH

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

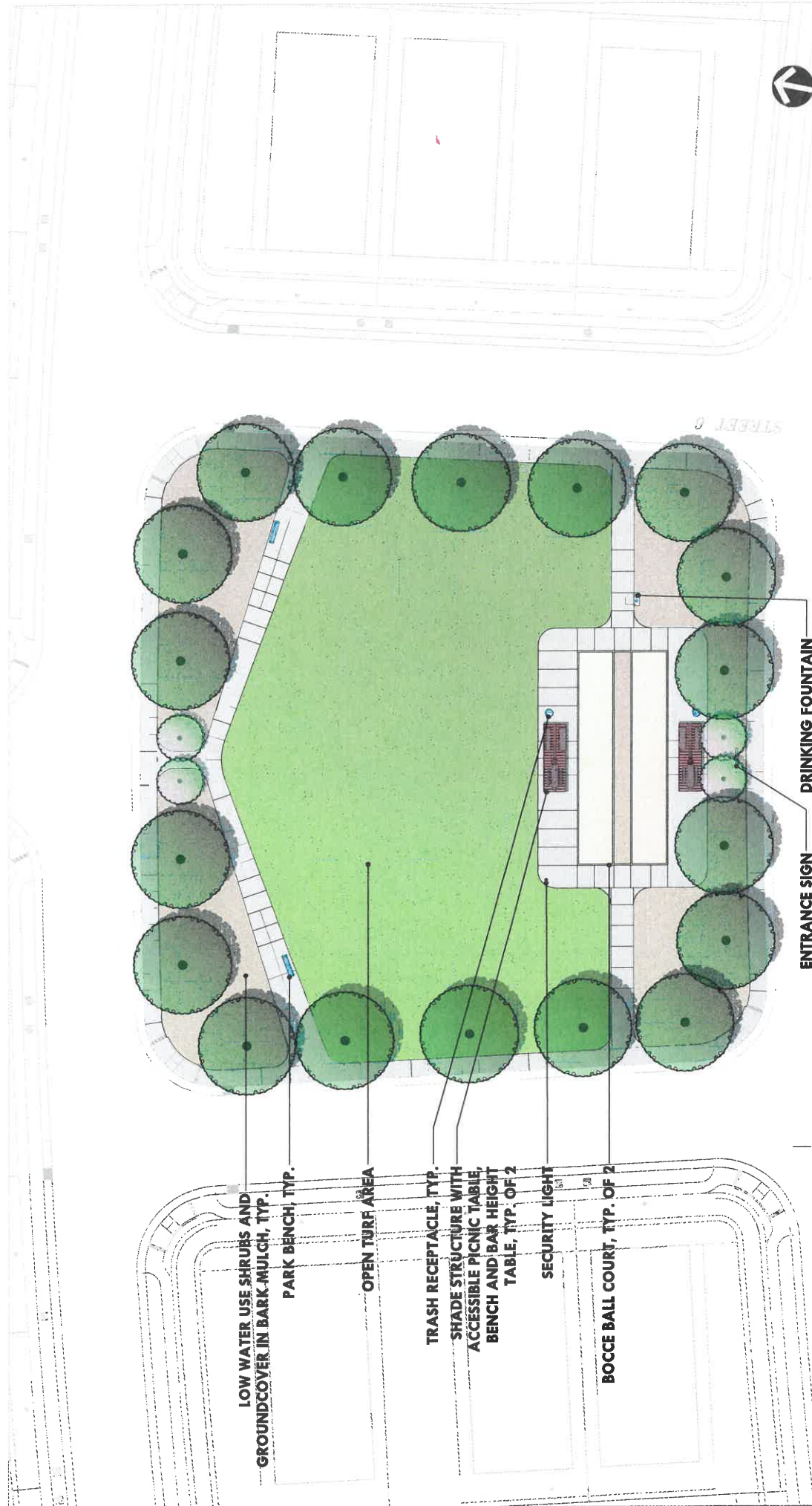
BY: _____
its _____

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
DION LOUTHAN
Assistant City Manager



FIDDYMENT PARK 101
MASTER PLAN
ROSEVILLE, CA

VERDE DESIGN

LANDSCAPE ARCHITECTURE
 CIVIL ENGINEERING
 SPORT PLANNING & DESIGN

2400 The Meadows
 Suite 100
 Roseville, CA 95678
 Tel: 408.885.7200 Fax: 408.885.7200
 www.verdedesignllc.com



Fiddymment F-101 Pocket Park
Preliminary Statement of Probable Construction Costs
Park Development Agreement
VERDE DESIGN PROJECT NO. 1818200

7/22/2019
Verde Design Inc.
Completed by JC
Reviewed by CS

Item	Quantity	Unit	Unit Cost	Base Estimate
Site Preparation and Demolition				\$20,657.00
Construction Fencing	850	lf	\$4.00	\$3,400.00
Survey Staking	1	ls	\$4,000.00	\$4,000.00
Stabilized Construction Entry	1	ls	\$1,500.00	\$1,500.00
Filter Roll Barrier	850	lf	\$4.50	\$3,825.00
Concrete Washout	1	ea.	\$1,000.00	\$1,000.00
Misc. Removal	48,637	sf	\$0.05	\$2,431.85
SWPPP Management / Maintenance	1	ls	\$4,500.00	\$4,500.00
Grading				\$53,501.00
Rough/Fine Grading	48,637	sf	\$1.10	\$53,500.70
Drainage and Utility Infrastructure				\$81,925.00
Storm Drainage Connection (Locate and tap to existing 12" stub)	1	ea.	\$10,000.00	\$10,000.00
Storm Drain Solid Wall Pipe - 6"	412	lf	\$45.00	\$18,540.00
Storm Drain Solid Wall Pipe - 4"	237	lf	\$35.00	\$8,295.00
Storm Drain Perforated Pipe and Aggregate - 3"	150	lf	\$55.00	\$8,250.00
Storm Drain Catch Basin/Junction Box	6	ea.	\$2,500.00	\$15,000.00
Storm Drain Cleanout	2	ea.	\$425.00	\$850.00
Domestic Water Connection (Locate and tap to existing 1" meter. Install gate valve and backflow)	1	ea.	\$8,000.00	\$8,000.00
Domestic Water Line - 3/4" PVC SCH 40	65	lf	\$20.00	\$1,300.00
Sanitary Sewer Connection to Existing Stub (Locate 6" Stub)	1	ea.	\$3,500.00	\$3,500.00
Sanitary Sewer Solid Wall Pipe - 4"	194	lf	\$35.00	\$6,790.00
Sanitary Sewer Cleanout	2	ea.	\$500.00	\$1,000.00
Pipe Sleeves	20	lf	\$20.00	\$400.00
Electrical				\$8,000.00
Security Light Pole and Connection to Irrigation Controller	1	ea.	\$8,000.00	\$8,000.00
Hardscape Paving				\$234,467.00
Concrete Paving - Pedestrian Pathways	11,779	sf	\$11.50	\$135,458.50
Bocce Ball Court Construction (8" Raised Curb, side rails, Class II base rock, decomposed granite and Pacific Pearl Infill)	1,976	sf	\$50.00	\$98,800.00
Decomposed Granite	26	sf	\$8.00	\$208.00
Furnishings				\$90,021.00
Trash and Recycling Receptacles	4	ea.	\$2,191.28	\$8,765.12
City Standard Bench	2	ea.	\$1,154.44	\$2,308.88
City Standard Accessible Picnic Tables	2	ea.	\$2,626.40	\$5,252.80
Bar Height Community Table	2	ea.	\$3,218.32	\$6,436.64
Drinking Fountain	1	ea.	\$8,762.88	\$8,762.88
City Standard Park Sign	1	ea.	\$7,749.43	\$7,749.43
City Standard Recycled Water Use Signage	6	ea.	\$750.00	\$4,500.00
Shade Structure	2	ea.	\$23,122.40	\$46,244.80

Irrigation	\$119,807.00
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Irrigation Water Connection (Locate existing 6" recycled water line/2" blow off valve, install 2" water meter per city standard requirements)			
	1 ls	\$15,000.00	\$16,500.00
Irrigation Controller	1 ea.	\$15,000.00	\$15,000.00
Flow Sensor	1 ea.	\$950.00	\$950.00
Master Valve	1 ea.	\$750.00	\$750.00
Remote Control Valve with Boxes	14 ea.	\$500.00	\$7,000.00
Quick Coupler Valve with Boxes	5 ea.	\$250.00	\$1,250.00
Gate Valve with Boxes	5 ea.	\$250.00	\$1,250.00
Irrigation Mainline	836 lf	\$12.00	\$10,032.00
Irrigation Lateral Line PVC Purple Pipe	4,405 lf	\$10.00	\$44,050.00
Irrigation Sleeves	170 lf	\$10.00	\$1,700.00
Rotor/MPR Assembly	167 ea.	\$75.00	\$12,525.00
Tree Bubblers (2 Per tree)	44 ea.	\$200.00	\$8,800.00

Planting	\$65,181.00
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Soil Preparation	34,448 sf	\$0.25	\$8,612.00
Hydroseeded Turf	22,353 sf	\$0.20	\$4,470.60
Trees, 24" Box	22 ea.	\$300.00	\$6,600.00
Shrubs and Groundcover	10,281 sf	\$3.50	\$35,982.63
Bark Mulch (3" Depth)	112 cy	\$50.00	\$5,599.54
90 Day Landscape Maintenance	32,634 sf	\$0.12	\$3,916.05

Subtotal for Site Improvements	\$673,559.00
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Mobilization, General Conditions - 8%	\$53,885.00
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Basis for Plancheck Fees	\$727,444.00
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Construction Contingency 10%	\$67,356.00
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Bidding Contingency 5%	\$33,678.00
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Total Estimated Project Construction Costs:	\$828,478.00
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Notes:

- 1) Design Contingency is for further development of design and compensates for unknown elements. We will eliminate as we move to Bid Documents.
- 2) Assumes project is bid competitively utilizing public bidding requirements and prevailing wage rates. Concrete prices reflect developer's quotes on streetscape concrete adjacent to site. May be higher at time of bid.
- 3) Construction Contingency is provided to cover for site conditions and additional work not anticipated for upgrades. Owner has covered this contingency out of another account and is not part of this budget.
- 4) In Providing opinions of probable construction cost, the Client understands that the Landscape Architect has no control over costs or the price of labor equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the Landscape Architect's qualifications and experience. The Landscape Architect makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
- 5) Construction costs are based on current market prices.
- 6) Current raw material costs are in fluctuation due to global trade variables and may affect unit price at time of bidding.



COUNCIL COMMUNICATION

CC #: 0238
File #: 0900-02

Title: Shadowbrook Lift Station and Force Main Phase 2 Project - Notice of Completion
Contact: Jonathan Cummings 916-774-5566 jcummings@roseville.ca.us

Meeting Date: 8/21/2019
Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends City Council accept Phase 2 of the Shadowbrook Lift Station and Force Main Project (#143501) as complete and authorize the Director of Environmental Utilities to execute the Notice of Completion.

BACKGROUND

On August 1, 2018, City Council awarded a construction contract to Swan Engineering, Inc. (contractor) for Phase 2 of the Shadowbrook Lift Station and Force Main Project. The limits of the project are shown in the Notice of Completion. The City's Environmental Utilities Department completed final inspection of the project in December 2018 and found the work to be completed in accordance with the improvement plans and specifications and is now ready for acceptance.

The Notice of Completion has been pending due to three stop payment notices, which were received from three separate subcontractors. Two of the stop payment notices were filed in timely manner; the third was filed after the required deadline for such notices, and therefore, it was not considered. Out of the two filed in a timely manner, one resulted in a civil matter filed with the superior court, and the other was resolved between the vendor and the contractor. All disputes, including the litigation, have been resolved and releases, where appropriate, have been filed.

In compliance with the specifications and Faithful Performance bond, the contractor shall guarantee the installation of all improvements for a period of twelve months from the date of Council acceptance.

FISCAL IMPACT

A construction contract for \$291,078.00 was awarded by City Council to Swan Engineering, Inc. for Phase 2 of the Shadowbrook Lift Station and Force Main Project. Council also approved an allowance to pay construction contract change orders of up to 10% (\$29,107.80) of the award price, for a not-to-exceed total cost of \$320,185.80. The total amount for completing the

construction of Phase 2 was \$309,066.72. This total amount includes \$17,988.72 in change orders resulting from soil conditions requiring additional labor for trench excavation. The project was funded by the Wastewater Rehabilitation Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

The funding for this project allowed the contractor to maintain the staffing levels required to complete the work.

ENVIRONMENTAL REVIEW

The Shadowbrook Lift Station and Force Main Phase 1 Project was previously evaluated in the Shadowbrook Lift Station and Force Main Project Initial Study/Mitigated Negative Declaration (IS/MND) (SCH# 201632076) (adopted by the City Council on June 1, 2016). The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)). The action of accepting the completed project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Jonathan Cummings, Associate Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-374

NOC

RESOLUTION NO. 19-374

ACCEPTING THE PUBLIC WORK KNOWN AS SHADOWBROOK LIFT STATION AND FORCE MAIN PHASE 2 PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE ENVIRONMENTAL UTILITIES 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 Shadowbrook Lift Station and Force Main Phase 2 Project, has been approved and the public work accepted.
2. The Environmental Utilities 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

NOTICE OF COMPLETION

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

The direct/general contractor on said project was _____.

The surety on said project was _____.

City of Roseville
Owner

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

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

City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before
me on this ____ day of _____,
20____, _____

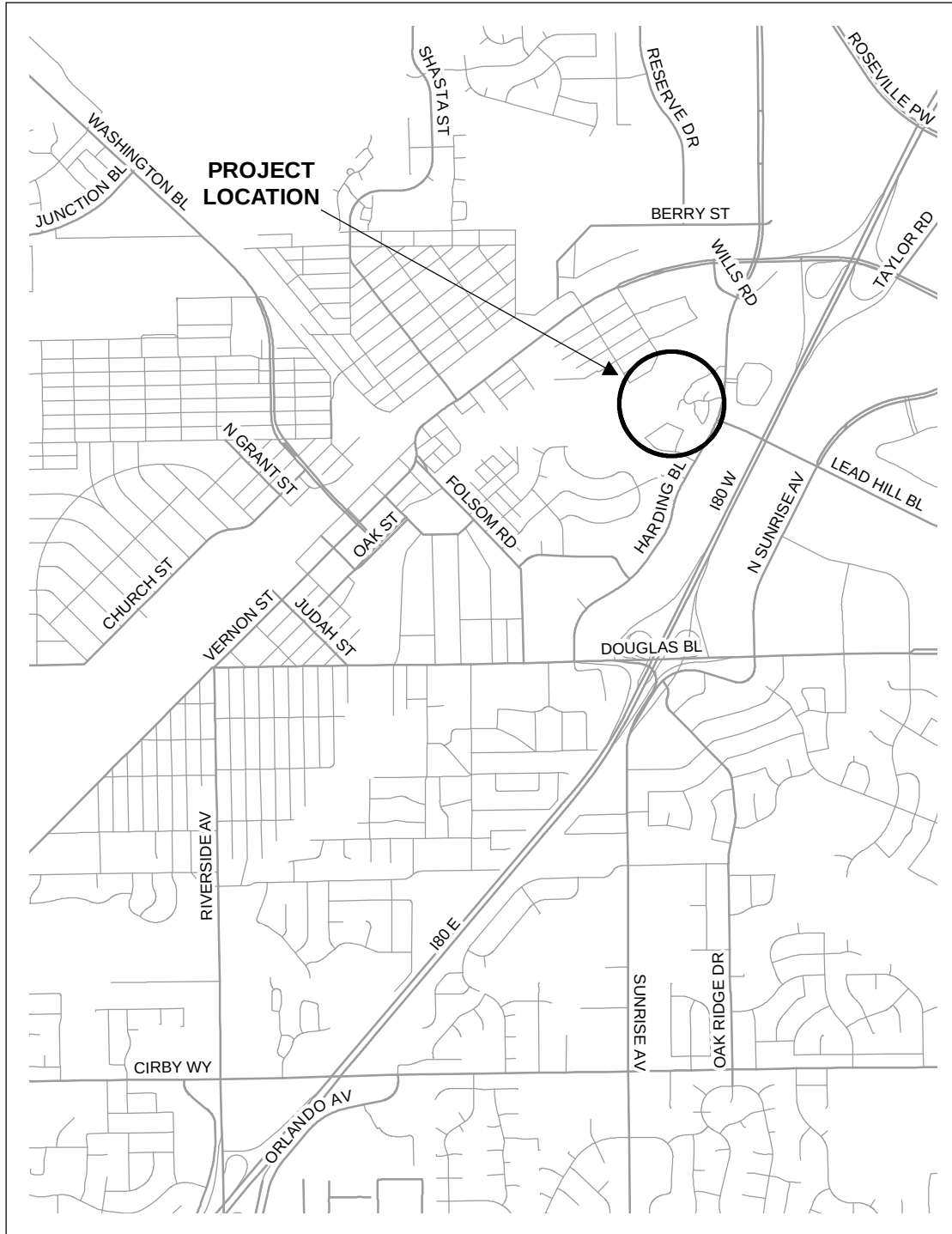
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT "A"

SHADOWBROOK LIFT STATION AND
FORCE MAIN PHASE 2 PROJECT





COUNCIL COMMUNICATION

CC #: 0224
File #: 0800-02

Title: Environmental Utilities Customer Satisfaction and Awareness Survey - Professional Services Agreement
Contact: Maurice Chaney 916-774-5539 mchaney@roseville.ca.us

Meeting Date: 8/21/2019
Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution authorizing the City Manager execute a professional services agreement with Reichman-Karten-Sword, Inc. on behalf of the City of Roseville.

BACKGROUND

Since 2008, the Environmental Utilities Department (EU) has conducted a statistically valid telephone survey for the purposes of gauging awareness, perception, and opinions of services and programs from City of Roseville residential utility customers. The survey informs EU's programmatic decisions for all utilities, helps optimize the overall effectiveness in service delivery, provides a basis for communication and outreach tactics, as well as offers EU with comparative data used to benchmark against previous survey results.

In April 2019, EU staff released a Request for Proposals (RFP 8-049) seeking proposals from qualified firms to assist with the development and execution of public opinion research. EU staff received six proposals. After careful consideration, staff recommends Reichman-Karten-Sword, Inc. given its directly relevant experience, thorough understanding of the project scope, and the cost effectiveness of their proposal.

FISCAL IMPACT

The total cost for consultant services shall not exceed \$32,000.00. Funding is included in the Environmental Utilities Department's FY 2019-20 budget.

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,

Maurice Chaney, Department Public Information Officer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-364

Draft Professional Services Agreement

RESOLUTION NO. 19-364

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND REICHMAN-KARTEN-SWORD, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for the 2019 Residential Customer Satisfaction Survey, by and between the City of Roseville and Reichman-Karten-Sword, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

2019 Residential Customer Satisfaction Survey

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

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of a 2019 residential customer
satisfaction survey for the Environmental Utilities department; and

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services.** CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this
reference.
2. **Compensation.** For its services provided hereunder, CONSULTANT shall be
compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed thirty-two thousand dollars (\$32,000.00).

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

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

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

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

COVERAGE

LIMITS OF LIABILITY

Workers' Compensation

Statutory

Commercial General Liability

\$1,000,000 each occurrence

\$2,000,000 aggregate

Personal Injury:

\$1,000,000 each occurrence

\$2,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

Professional Liability (errors and omissions)

\$1,000,000 per claim

\$2,000,000 aggregate

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

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

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

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

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

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

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

expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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

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

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

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

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

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

12. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or

making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

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

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

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

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

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

CITY OF ROSEVILLE

CONSULTANT

Richard D. Plecker
Environmental Utilities Director
2005 Hilltop Circle
Roseville, CA 95747

David J. Reichman
12 Main Street, Suite 279
Brewster, NY 10509

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

REICHMAN-KARTEN-SWORD, INC.,
a California corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: CEO

and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

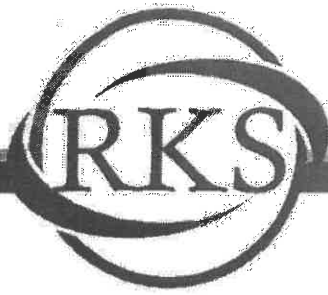
APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT “A”



**Scope of Work Describing
City of Roseville Environmental Utilities Department's 2019 Research**

2019 Residential Customer Satisfaction Survey

This statement of work is entered into on April 29, 2019 by and between City of Roseville Environmental Utilities Department, located at 311 Vernon Street, Roseville, CA 95678 and RKS Research & Consulting with office at 12 Main Street Suite 279, Brewster, NY 10509 ("RKS").

Project Objectives:

To gauge customer satisfaction levels, awareness of programs and services to help inform strategic initiatives for community engagement, outreach and customer service.

RKS Overall Approach:

Step 1: Springboard Meeting

RKS recommends a kickoff meeting via phone that involves key stakeholders from the City and RKS. It will cover a verbal briefing, sharing of existing knowledge, hypotheses and any gaps, as well as City and RKS agreed-upon approaches, desired outputs and schedules. The end result will find all participants in the research process "on the same page" at the start of the process.

Step 2: Survey development

RKS will utilize the previous survey and incorporate any new initiatives.

Step 3: Pretest Phase

RKS will conduct a pretest of interviews to ensure accuracy that questions are worded properly and that respondents understand what is being asked and are able to provide answers.

Step 4: Full Launch of Survey

Deep-dive research will be conducted among current Roseville residents seeking robust insights into their perceptions of satisfaction and perceived quality and value of Environmental Utilities' programs and services.

Step 5: Reporting Phase

RKS will create a draft report (modeled after the 2017 report) including historical data, methodology analysis, and an executive summary. Upon review and approval by Environmental Utilities, required changes will be made and a final report will be prepared and delivered.

Step 5: Workshop and Presentation

Similar to 2017, RKS recommends an in-person "Research Results Workshop" for City key stakeholders at the conclusion of the project. It will begin with a PowerPoint presentation of survey results and then evolve into a discussion to ensure thorough understanding of the research findings, implications and zero-in on what should be done to change and improve. A more traditional presentation will be delivered to the Public Utilities Commission separately.

Sample Design and Methodology:

- 134 phone surveys plus 266 online surveys – utilizing REU customer list
- Maximum 15 minutes in length (include various closed-ended question and three-open ended questions)
- Verbatim comments will be coded
- Assumed incidence for telephone is 50%
- City will launch online survey invites (maximizing completion rate)

Deliverables:

- Presentation of draft questionnaire
- Approved final questionnaire
- Pretest report
- Full summary report
- Data files/Verbatim comments file
- Presentation of survey results in PowerPoint format
 - Research Results Workshop for manager's meeting
 - Public Utilities Commission

EXHIBIT “B”

Project Schedule: Work will begin on June 3, 2019

Milestone/Task	Week
Project kickoff meeting	Week 1
Develop survey	Week 2
Survey review and Finalize	Week 3
Survey programming & Testing	Weeks 4-5
Pre-test and review/report	Week 6
Survey fielding	Weeks 7-8
Data Processing	Week 9
Report draft development	Week 10-11
Revise/refine report	Week 12
Presentation development	Week 13
In-person presentation	TBD

Payment Cost and Schedule of Payments

The total cost for this project stated above is \$32,200. This cost excludes any direct travel expenses incurred for meetings and presentations, which must be agreed upon in advance by Environmental Utilities.

RKS will invoice Roseville Environmental Utilities according to the following schedule and will pay such invoices on date of receiving invoice:

- First installment \$16,100 upon starting work
- Second installment \$16,100 upon delivery of presentation



COUNCIL COMMUNICATION

CC #: 0235

File #: 0210, 0200

Title: Property Tax Management and Information Services – Professional Services Agreement

Contact: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 8/21/2019

Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a professional services agreement with HdL Coren & Cone to provide property tax management and information services.

BACKGROUND

The FY2019-20 budget included funding to enter into an agreement with a consultant to provide property tax management and information services. These services include the preparation of reports detailing assessed property information and property tax revenue trends. This information will provide the City with another data set to consider when developing short and long term property tax forecasts for the City's second largest General Fund revenue source. This information is helpful for planning, economic development, and public information. Examples of the reports include one to five-year budget forecasts, top 25, 50, 100-property owner listings, multiple ownership properties, non-owner occupied parcels, identification of property ownership transfers and completed construction projects for tracking reassessments.

This consultant will also provide property tax audit services to ensure the City is receiving all property tax revenue due. The compensation for these audit services is twenty-five percent (25%) of any new net property tax revenues recovered for the City.

The Finance Department will reevaluate the value of these services upon the conclusion of the initial agreement term.

FISCAL IMPACT

The recommended professional services agreement contains an annual not-to-exceed base fee amount of \$22,250.00 through August 31, 2020. Also, the consultant is entitled to twenty-five percent (25%) of any new net tax revenues recovered for the City. The Finance Department's FY2019-20 approved budget includes adequate funding for the recommended agreement. No

additional General Fund resources are required. Funding for future years will be considered in the context of the City's annual budget process and is subject to City Council approval.

ECONOMIC DEVELOPMENT / JOBS CREATED

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

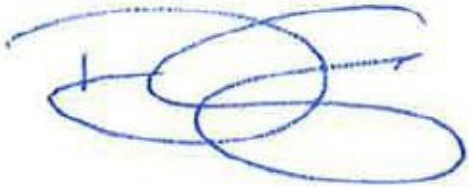
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical 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 professional services agreement for property tax management and information services meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Scott Pettingell, Budget Manager

Dennis Kauffman, Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-372

Agreement - HdL Coren & Cone

RESOLUTION NO. 19-372

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HDL COREN & CONE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for property tax management and information services, by and between the City of Roseville and HdL Coren & Cone, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Property Tax Management and Information Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Roseville, a municipal corporation ("CITY"), and HdL Coren & Cone, a California corporation ("CONSULTANT"); and

W I T N E S E T H:

WHEREAS, CITY desires professional services consisting of property tax management and information services; and

WHEREAS, CONSULTANT has prepared a proposal dated June 25, 2019, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on August 31, 2020.
2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated in accordance with the budget estimate as described in EXHIBIT "A". Total fixed fee compensation shall not exceed twenty-two thousand, two hundred fifty dollars (\$22,250.00). In addition, CONSULTANT shall be entitled to twenty-five percent (25%) of net tax revenues recovered for CITY in the audits performed over the period allowable by State statute.

CONSULTANT shall submit quarterly invoices for its services. Such invoices shall be for one fourth (1/4) the total fixed fee compensation amount. 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. Time is of the Essence. Time is of the essence of this Agreement.

8. 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.

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

10. 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.

11. 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.

12. 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.

13. 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.

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

15. 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.

16. Non-Disclosure of Proprietary Information. In performing its duties under this Agreement, CONTRACTOR will produce reports, technical information and other compilations of data to CITY. These reports, technical information and compilations of data are derived by CONTRACTOR using methodologies, formulae, programs, techniques and other processes designed and developed by CONTRACTOR at a substantial expense. CONTRACTOR's reports, technical information, compilations of data, methodologies, formulae, software, programs, techniques and other processes designed and developed by CONTRACTOR shall be referred to as "Proprietary Information". CONTRACTOR's Proprietary Information is not generally known by the entities with which CONTRACTOR competes.

CONTRACTOR desires to protect its Proprietary Information. Accordingly, CITY agrees that neither it nor any of its employees, agents, independent contractors or other persons or organizations over which it has control, will at any time during or after the term of this Agreement, directly or indirectly use any of CONTRACTOR's Proprietary Information for any purpose not associated with CONTRACTOR's activities. Further, CITY agrees that it nor any of its employees, agents, independent contractors or other persons or organizations over which it has control, will disseminate or disclose any of CONTRACTOR's Proprietary Information to any person or organization not connected with CONTRACTOR, without the express written consent of CONTRACTOR.

Any use of the Proprietary Information or any other reports, records, documents or other materials prepared by CONTRACTOR hereunder for other projects and/or use of uncompleted documents without specific written authorization by the CONTRACTOR will be at

the CITY's sole risk and without liability to CONTRACTOR, and the CITY shall indemnify the CONTRACTOR for all damages resulting therefrom.

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

18. 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.

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

20. 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.

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

CITY OF ROSEVILLE

Dennis Kauffman
Chief Financial Officer
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Paula Cone
President
120 S. State College Blvd., Ste. 200
Brea, CA 92821

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

22. 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

HDL COREN & CONE, a California
corporation

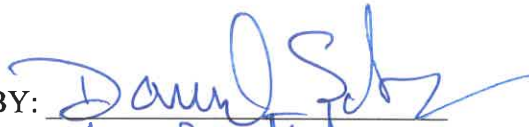
BY: _____
DOMINICK CASEY
City Manager

BY: 
its: Secretary

and

SIGNATURES CONTINUED ON FOLLOWING PAGE

ATTEST:

BY: 
its: Vice President

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

EXHIBIT “A”

**CITY OF ROSEVILLE
PROPERTY TAX MANAGEMENT
AND INFORMATION SERVICES**

June 25, 2019



HdL[®] Coren & Cone

June 25, 2019

Dennis Kauffman, Chief Financial Officer
City of Roseville
311 Vernon Street
Roseville, California 95678

Dear Mr. Kauffman

Re: Property Tax Management, Audit and Information Services

Thank you for your interest in our Property Tax Services. In response, enclosed is our firm's proposal to provide property tax management, audit and information services for the City of Roseville.

Founded in 1992, HdL Coren & Cone (HdLCC) developed the first computer software system in California for tracking property tax revenues for counties, cities, and special districts. The company was the first in the state to go beyond using parcel data for allocation audits by developing specialized reports and models to assist government agencies by using the data for parcel administration, focused economic development strategies and revenue projections. The corporation is owned by its employees and the major stockholders that manage the firm. The staff consists of 12 highly qualified analysts, auditors and information systems technology professionals.

HdLCC currently provides ongoing services to over 220 California agencies. The company maintains annual property tax records for Placer County back to 1997 HdLCC's experienced team has worked with a number of key county staff and is thoroughly familiar with county property tax procedures in California.

Specific advantages that HdLCC possesses to perform the services being sought by the City of Roseville include:

- HdLCC maintains property tax data for 45 California counties, including all agencies in those counties. The size of the database plus a sophisticated computer system uniquely qualifies HdLCC to provide the most comprehensive property tax analysis available in California.
- HdLCC's audit team has developed specialized databases and audit techniques and is thoroughly familiar with the County of Placer. This familiarity, and excellent working

relationships with County departments, will allow Roseville to recover all misallocated property tax revenue in a timely manner.

- HdLCC's service team is comprised of individuals with extensive experience in property tax assessment, administration, auditing, economic development and financial management. All the firms' key personnel have worked in or with public agencies and thoroughly understand their challenges and needs. This ensures prompt and knowledgeable response to inquiries and provides for relevant and timely information.
- HdLCC employs a staff of three full time information technology professionals with expertise in applications development, network design and maintenance, database management and technical support. These staff members continually work on developing and enhancing the firm's technological capabilities.
- All HdLCC staff works from our centrally located headquarters in Diamond Bar, California. The decision to operate out of a single location allows the company to minimize overhead costs and thereby lower service fees, maximize coordination of client services, protect the company's substantial databases and allows for immediate response to requests for information or assistance.
- HdLCC will provide Roseville staff with access to the firm's web-based property tax software which affords city staff a user-friendly tool for parcel look-up and will display parcel ownership, valuation, sales and building/land characteristic information and links with the County GIS maps.

We look forward to reviewing this proposal with you in greater detail and demonstrating how our services and software products can benefit the City of Roseville.

Sincerely,



Paula Cone, President
pcone@hdlccpropertytax.com



714.879.5000 | hdlcompanies.com | Suite 200

120 S. State College Blvd.

Brea, CA 92821

1. HISTORY AND DESCRIPTION OF COMPANY EXPERIENCE

HdL Coren and Cone (HdLCC) provides property tax management services to over 200 California public agencies. The company consists of a team of seasoned professionals with decades of experience in every aspect of local government including finance, management, auditing, economic development, redevelopment and legislative advocacy. This ensures prompt and knowledgeable response to inquiries and provides for relevant and timely information on issues impacting the City's property tax. HdLCC's specialized computer software, databases and highly trained staff have generated over \$95,000,000 in new revenues for client agencies, \$52.8 million since 2000.

HdLCC was founded in 1992 and developed California's first computerized property tax management program. In addition, the firm provides clients with parcel tax administration and successor agency consulting. HdLCC is a California "S" Corporation which has been serving cities and special districts for 26 years. All HdLCC staff work from our centrally located headquarters in Brea, California. The decision to operate out of a single location allows the company to minimize overhead costs and thereby lower service fees, maximize coordination of client services, protect the company's substantial databases and allows for immediate response to requests for information or assistance.

HdLCC maintains property tax data from 45 California counties, including all cities and successor agency project areas in those counties. Our data resources include 15-22 years of historical data in most counties and the company maintains more than twenty years of annual property tax records for Placer County. Our audit team has worked extensively with key County staff and is thoroughly familiar with county revenue processing processes in California.

2. SUMMARY OF PROFESSIONAL QUALIFICATIONS

Property taxes in California have evolved into an extremely complex system that requires experience and expertise to fully monitor. There are two broad categories of property (real and personal), three tax rolls (secured, unsecured and state assessed), and numerous peculiarities such as possessory interest and the distribution of tax revenue from private aircraft. The revenues generated by the property tax system need to be distributed to a myriad of taxing entities including cities, counties, schools, special districts and successor agencies. The company's extensive property tax information systems allow us to perform tax audits and provide information and analysis from a city's property tax data to city staff quickly and accurately.

HdL Coren & Cone is dedicated to helping cities, counties, successor agencies and special districts maximize revenues through allocation audits, financial and economic analysis and provision of related software products. Recognized as the industry leader, the firm has provided property tax audit and information services to several California's largest cities including; Los Angeles, San Diego, Long Beach, Oakland, Stockton and Fresno.

The firms' staff have performed thousands of secured and unsecured property tax audits for client agencies over the past twenty-five years and recovered millions of dollars in misallocated property tax revenue. Our management team and staff pride themselves on being highly responsive to client needs and cordial in our contacts with county staff. This philosophy has served our clients and the company well. This is evident by the fact that 83% of our property tax audit and information services clients have been using our services for more than 10 years and 50% of our clients have been under contract for more than 15 years.

Since 2000, HdLCC has recovered \$52.8 million of property tax revenue for California cities and their former redevelopment agencies. This total includes recoveries from both the secured and unsecured tax rolls.

KEY STAFF

Paula Cone

Paula Cone is a principal with HdL Coren and Cone, the property tax arm of the HdL Companies, and has over twenty years of municipal experience in finance and city management and 28 years of property tax analysis, local agency interface and audit review experience. She joined the firm in 1990 to oversee the development of the property tax analysis, audit and software elements in use today. She developed the first cost-effective and accurate computer program for identifying, monitoring, auditing and correcting property tax misallocations. Paula oversees the company's property tax management and auditing division which is also responsible for verifying and correcting jurisdictional and boundary errors. She and her team have identified errors which have resulted in a redistribution of net tax revenues of \$ 52.6 million to client agencies since 2000. The property tax database is also used to verify jurisdictional and boundary errors for sales tax audit purposes.

Ms. Cone earned her Bachelor's degree from California State University at Long Beach. She is former Parks and Recreation Director and Assistant City Manager for the City of Lawndale.

David Schey

David has 24 years of experience with HdLCC since joining the firm in 1994. His prior experience includes service as Planning Director, Community Development Director and Deputy Director of Redevelopment as well as having provided development and consulting services to municipal clients. As a principal with HdLCC, David has provided client services in connection with tax allocations bonds; property tax and tax increment issues; tax sharing calculation; and analysis of legislative actions. David has spoken at numerous conferences and seminars sponsored by the California Redevelopment Association and the League of California Cities.

In addition to his professional work in connection with local government, David served for over six years as a member and chairman of both the Planning Commission and Parks and Recreation Commission. Education: Bachelor of Arts, University of California; Los Angeles, California; Bachelor of Arts, California State University; Long Beach, California; Master of Public Administration, University of Southern California; Los Angeles, CA

Nichole Cone

Nichole has 18 years property tax analytical and processing experience, and specializes in understanding the data received from Assessor & Auditor, used for secured and unsecured parcel audits, and property tax analysis

Nichole Cone joined HdL CC in 1992. She oversees the acquisition and processing of county assessor and auditor controller data into HdL CC's database.

Preparation and production of property tax reports and client data sets are also under Ms. Cone's direction. She oversees the staff responsible for the HdLCC Comprehensive Annual Financial Report (CAFR) product and fields many of the general day to day client inquiries. Ms. Cone was instrumental in our system redesign which closely mirrors the systems used by counties. Education: Bachelor of Arts, Loyola Marymount University, Los Angeles, California.

Cheryl Murase

Cheryl Murase joined HdL Coren & Cone in 1997 after five years with O'Connor & Company Securities as a Vice President. Prior to that, Ms. Murase worked for a California municipal financial advising firm for five years in Senior Associate and Associate positions where she gained experience in structuring a wide variety of issues including tax allocation, certificates of participation, Marks-Roos and Mello-Roos issues. Her understanding of county assessments of property value and tax collections has aided in the projection of tax increment revenue. She has assisted clients with the various government reporting requirements, and has gathered information necessary for continued rating of debt.

Ms. Murase gained her municipal accounting background from working in a variety of capacities for the cities of Montebello and Commerce. She served as the Redevelopment Accountant for the City of Commerce.

Robert Scherer

Robert Scherer joined HdL Coren and Cone in 2004. He is responsible for the acquisition and preparation of County data, and is the lead designer of HdLCC's property tax analytical reports system. Mr. Scherer earned his Bachelor's degree in Business Administration, Computer Information Systems from California State Polytechnic University, Pomona, California.

3. EVIDENCE OF RESOURCES AND EXPERTISE REQUIRED

Using HdLCC's custom software, a data set of all parcels in the City will be established and be available via the internet through the HdLCC Web-Based Property Tax Program. This data is prepared from the Placer County Lien Date Rolls that is purchased annually in July. HdLCC updates the original County roll with any transfers in ownership, which have occurred between the lien date and the current month and updates the ownership information (name and mailing address), date of transfer, sale price, and document (deed) number monthly.

A. Reports and Analytical Services

HdLCC furnishes a variety of reports detailing property and revenue trends for the entire City and for custom defined geographic areas. These reports can be used for budgeting purposes, planning, economic development and public information. Among the reports provided are top 25, 50, 100-property owner/taxpayer listings, multiple ownership properties, non-owner occupied parcels, identification of property ownership transfers and completed construction projects for tracking of reassessments. We also provide the

City with quarterly reports of successful, pending and historical assessment appeals.

HdL Coren and Cone will reconcile the annual Auditor/Controller Assessed Valuations Report and will furnish a breakdown of assessed values within the City and RDA.

The identification of escaping revenue through the use of property tax data sets has been a targeted focus for HdLCC during the past 24 years. With the reduction of tax revenues through legislated Educational Revenue Augmentation Fund (ERAF), cities, counties, agencies and special districts have been focusing on ways to increase the limited resources already stretched thin. The unsecured roll contains property owners which, when matched with a business license data set can be used to identify escaping revenues. For instance, property leased to businesses in your jurisdiction is taxed to the lessor of the property. We find that frequently, the lessors are not properly registered with a city business license. When notified and properly licensed, these businesses will generate additional revenue for the city.

The use of the secured roll will assist in identifying owners of rented residential, commercial, or industrial properties that do not have a business license with the City should one be required.

The company will provide the following reports based on the current year lien date rolls and will provide the reports annually, quarterly or monthly as appropriate: Reports are also available from prior years if required.

- A five year history of the values within the City, and custom (city defined) geographic areas;

- A listing of the largest value changes, positive and negative between tax years;
- An annual parcel listing of properties with parcel number changes between tax years identifying parcel splits and combines;
- A listing of the major property owners for the City including the combined assessed values of their property and property use code designation;
- A listing of the major property tax payers, including an estimate of the property taxes to be allocated to the City/Agency;
- A listing of property transfers which occurred since the lien date ordered by month—sales listing;
- A listing of parcels that have not changed ownership since the enactment of Proposition 13;
- A comparison of property within the City by county use-code designation;
- A multiple year comparison of growth by use code designation over a 5 year period;
- A listing by parcel of new construction activity utilizing City building department data, including building permits with assessor parcel numbers and project completion dates, to identify non-residential parcels with new construction activity and to provide reports for use in the City's preparation of Proposition 4 and 111 State Appropriation Limit calculations;
- A listing of multiple owned parcels;
- A listing of absentee owner parcels;
- Calculate an estimate of property tax revenue anticipated to be received for the fiscal year by the City based upon the initial information provided by the County and subject to modification. This estimate shall not be used to secure the indebtedness of the City.

- Analyses based on geo areas designated by the City to include assessed valuations and square footage computations for use in economic analysis and community development planning.
- One and five-year budget projections for the city general fund and special districts. This report is interactive for tax modeling.

B. Identification and Correction of Errors

HdL Coren & Cone has the technology, methodology and trained staff to analyze all secured parcels within the City to identify costly errors resulting in the misallocation of property taxes.

The company has the ability to audit the secured and unsecured property tax rolls two ways, first reviewing the entire county to find parcels miscoded to other jurisdictions; and second, reviewing the parcels within the city, county or agency to ensure that each is coded to the appropriate taxing entity. Our advanced technology, accuracy and track record have placed us in a unique position to be hired by cities to find additional revenues after audits have been performed by prior consultants. In addition, by filing audit results with the County Assessor in a timely manner, we can assure that the repetitive errors from previous years will not re-occur.

Upon approval of the contract, the company will perform an analysis of the Assessor Rolls to identify all parcels on both the secured and unsecured tax rolls and verify that parcel assessed valuations and the resulting taxes are correctly allocated to the City. This analysis is accomplished through the use of specialized computer software, assessor maps, city GIS maps, city records, other pertinent documents, and field investigations. The review will include the lien date secured and unsecured data for the current tax year as well as historical data back for a total of four (4) tax years. By cross matching parcels with the City's building permit activity and project completion information, we are able to track parcels which should have been

reassessed due to new construction activity but have been missed by the assessor's appraisers (escaped assessments).

C. Information Provided Quarterly

A listing of property transfers that have occurred since the last report will be available through the software provided and updated on a quarterly basis. This data will include the new owner/seller of the property, new mailing address if not the situs address, the date of sale, the sale price when verified, document number, and transaction type.

D. Property Tax Application and Database

The City Of Roseville
53,121 Assessments

2018-19 Entire City Of Roseville Other Filters 0

List Details Map Sales

Roll	Assessment	Owner	Location	Category	Net AV
Sec	363-011-079-002	ROSEVILLE SHOPPINGTOWN LLC	1151 GALLERIA BLVD	Commercial	\$421,334,951
Sec	181-270-027-000	6900 FOOTHILLS LLC	8900 FOOTHILLS BLVD	Commercial	\$196,692,000
Sec	046-160-030-000	BRETT WAVE MF SC OWNERS LLC	1751 E ROSEVILLE PKWY	Residential	\$104,526,912
Uns	802031705000	CISCO SYSTEMS INC	8875 WASHINGTON BLV	Business Equip	\$73,252,380
Sec	363-011-085-000	ROSEVILLE FOUNTAINS TP	1151 ROSEVILLE PKWY	Commercial	\$69,130,531
Sec	017-123-085-000	CW FBI SACRAMENTO LLC	9001 WASHINGTON BLV	Industrial	\$67,854,330
Sec	493-010-002-000	CAKIMONT PROPERTIES - CRENSIDE LLC	1299 ANTELOPE CREEK	Residential	\$67,544,874
Sec	017-232-024-000	CITY OF ROSEVILLE	7501 FOOTHILLS BLVD	Industrial	\$61,350,957
Sec	015-166-053-000	CTI CREEKSIDE TOWN CENTER LLC	1232 GALLERIA BLVD	Commercial	\$50,640,316
Sec	455-010-016-000	FOREST COVE 388 LLC	2801 ALEXANDRA DR	Residential	\$46,462,757
Sec	363-011-001-000	TERRACES AT HIGHLAND PROPERTY OWNER	1700 GIESSEN DR	Residential	\$44,789,268
Sec	363-011-040-000	PINNACLE CRD LLC AND PINNACLE PCC LLC	1100 ROSEVILLE PKWY	Residential	\$43,144,679
Sec	015-166-009-000	GROVE COMMUNITIES LLC	1296 ANTELOPE CREEK	Residential	\$41,261,577
Sec	017-123-007-000	HOMAROSE LP	10000 ALANTOWN DR	Industrial	\$39,894,801
Sec	049-160-058-000	CPF RENAISSANCE CREEK LLC	8660 SIERRA COLLEGE F	Commercial	\$36,605,192
Sec	017-290-013-000	ALLEGRIA AT ROSEVILLE LP	5 MARCIA WAY	Residential	\$35,844,016
Sec	456-010-075-000	LTF GROUND LEASE COMPANY LLC ET AL		Institutional	\$31,165,520
Sec	369-011-082-000	MACYS WEST INC	1197 GALLERIA BLVD	Commercial	\$34,895,211
Sec	017-123-055-000	PL ROSEVILLE LP	5700 STANFORD RANCH	Commercial	\$34,617,260
Uns	863000251030	COMCAST OF SACRAMENTO LLC	501 GIUSEPPE CT	Pl Government	\$33,620,512

Amnt Num: 363-011-079-002
Use Code: 15
Use Description: Commercial
Owner Name: ROSEVILLE SHOPPINGTOWN LLC
Situs Address: 1151 GALLERIA BLVD
Taxable Value: \$421,334,951

Secured Details
Parcel: 363-011-079-002 Details Of
Owner: ROSEVILLE SHOPPINGTOWN LLC
Location: 1151 GALLERIA BLVD
Agency: Roseville General Fund
Code: 15
TRA: 005-001
Category: Commercial
Net AV: \$421,334,951
HOX: 50

Related Data
Sales
Date: 12-30-2016
Price Type: \$2,7300
Overlays
Appeals
Seller
Transaction
Route

Flagged: 0 Selected: 0

The city will be granted a "site license" for the application, providing no limit to the number of users. HdLCC will not charge an annual maintenance fee for the software program. Periodically, as the program changes and product enhancements are developed, upgrades or new releases of the software are issued at no additional cost to the client.

E. Successor Agency Support

Successor Agency Services including but not limited to:

- Tax increment projections
- Cash flows for the Successor Agency by Project Area
- Assistance with Redevelopment Obligation Payment Schedules (ROPS)
- Assistance in providing property tax information for the taxing agencies receiving property tax revenues from former Project Areas
- Estimates of property tax revenues to be received by the taxing entities from former Project Areas
- Provide property tax information to the Oversight Board at the direction of the Successor Agency
- Provide access to the Oversight Board to City and former redevelopment agency documents at the direction of the Successor Agency
- Monitor the County distribution of tax-sharing revenues to the taxing entities of the former redevelopment agency
- Coordinate with the Auditor-Controller the relationship between the tax-sharing, debt service and other obligations of former redevelopment agency
- Prepare as needed an assessment of resources available to the Successor Agency to meet the long term obligations of the former redevelopment agency.

HdLCC provides a web-based software application to clients as a user-friendly tool to access the City's property tax data. HdLCC provides updates to the data portion of the product on monthly basis to reflect changes in ownership, updated appeals filings, and deed recordings.

As modifications and enhancements are made to the program, clients receive the enhanced version of the software at no additional cost.

Training will be provided to city staff within the first two months after the execution of the agreement for property tax management and audit services and is available annually for new staff members or staff requiring a refresher course. If additional training sessions are required, the fees in the compensation section under hourly fees will be charged.

The help manual available within the program is easy to navigate and "user friendly." HdLCC staff is available Monday through Friday, 8 a.m. to 5 p.m. to answer questions and assist staff on the use of the software. Assistance is available either by phone or via email.

- Coordination and assistance with developing a long range property management plan
- Fiscal impact studies
- Legislative analysis

F. Consultation Services

- Advice and consultation on the City/Successor Agency's preparation of required reports, such as revenue projections; review of Recognized Obligation Payment Schedules (ROPS), submittals to the Oversight Board and/or County or State agencies, and new or revised legislative requirements;
- Analysis of legislative and judicial matters impacting Redevelopment Property Tax Trust Fund (RPTTF) revenues to the Successor Agency and to the City;
- Providing revenue generating products as requested by the City/Agency included by not limited to the unsecured roll.

Consultation services will also include services to the SA related to advice and participation on matters such as Fiscal Consultant Reports prepared for purposes of refunding bond financial transactions, County assessments, estimates of statutory pass through payments to the City and other agencies and other ad hoc projects.

HdL Coren & Cone will be available to participate in a maximum of six meetings with City/SA staff and may be required to attend additional meetings as needed.

Optional Services

Optional services are available for a fixed fee. These services include:

- Mello-Roos Special Tax studies

- Independent redevelopment and financial consultant reports such as escrow release reports and additional bond tests.
- Preparation of fiscal consulting reports for tax allocation bonds and other financings.

4. PROPOSED CONTRACT FEE FOR SERVICES

Based on the number of parcels within Roseville (49,562), our standard fee for property tax services is **\$5,562.50 per quarter**, (\$22,250 year) plus 25% of net tax revenues recovered for the City in the audits performed over the period allowable by State statute (current year and 3 prior lien date years). Net tax revenues mean the taxes received by the City through our audit efforts.

Work that is requested by the City and that is beyond the scope of services outlined in this proposal shall be charged on a time and material basis. No work shall be performed without prior written approval of the City. Fees for these services are as follows:

Partner	\$225 per hour
Principal	\$195 per hour
Programmer	\$175 per hour
Associate	\$150 per hour
Senior Analyst	\$100 per hour
Analyst	\$ 65 per hour
Administrative	\$ 45 per hour

Hourly rates are exclusive of expenses. Expenses, reasonable travel and lodging fees are billed at 1.15 times actual incurred costs.

5. PROPOSED WORK PLAN/STAFFING SCHEDULE

The methodology that the company follows in identifying, correcting and recovering property tax errors includes the following:

Task I Establishment of County Data Set

Task II Identify and Correct Errors

Task III Prepare Reports

Task IV Ongoing Analysis

HdL Coren & Cone has ample staff to devote to the tasks required in this request for qualifications. Our knowledgeable staff will be assigned to ensure that the deadlines for deliverables are met and that requests placed by City staff are handled expeditiously.

Timeline for Property Tax Analysis and Audit Services:

- County assessment rolls are purchased annually in July.
- The property data program will be available for access via the internet within 30 days of the execution of the agreement. Parcel data will be updated monthly to include the most current ownership information due to parcel transfers.
- The secured audits for the City will be completed and submitted to the County Assessor for corrective action within 90 days of receipt of county rolls. The City will receive file copies of submittals simultaneous with submissions to the County Assessor.
- Data collection from the county assessor's and auditor controller's offices for reports is performed in August and September each year and preliminary reports will be delivered to the City prior to the end of October annually.
- The final tax ratio percentages are available from the auditor controller's office annually in February/March. Final reports will be prepared and delivered prior to the end of April annually.

REFERENCES:

Robin Bertagna, Finance Director 530.822.4694
City of Yuba City
1201 Civic Center Blvd., Yuba City, CA 95993
Property Tax management and information services provided since 1998.

Chris Constantin, Asst. City Manager 530.879.7301
City of Chico
411 Main Street, Chico, CA 95927
Property tax management and information services provided since 1994.

Kimberly Trammel, Budget Officer 209.937.8460
City of Stockton
400 E. Main Street, Stockton, CA 95202
Property tax management and information services provided since 2008.

Rhonda Sherman, Economic Dev. Director 916.727.4702
City of Citrus Heights
6360 Fountain Square Drive, Citrus Heights, CA 95610
Property tax management and information services provided since 1997.

Sandy Ryan, Finance Manager 530.527.2605
City of Red Bluff
555 Washington Street, Red Bluff, CA 96080
Property tax management and information services provided since 2007.



COUNCIL COMMUNICATION

CC #: 0233
File #: 0800-03

Title: California Greenhouse Gas Cap-and-Trade Program – 2020 Directly Allocated Allowances
Contact: David Siao 916-746-1613 dsiao@roseville.ca.us

Meeting Date: 8/21/2019
Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution approving the request to direct all 458,208 of the City's 2020 directly allocated allowances under the state's Greenhouse Gas Cap-and-Trade Program to Roseville's compliance account for its direct compliance obligation. Under state law, the City is required to allocate its allowances annually.

BACKGROUND

In 2006, the State of California passed Assembly Bill 32 (AB 32), the "Global Warming Solutions Act of 2006." This law created the statewide Cap-and-Trade program designed to reduce greenhouse gas (GHG) emissions in California to 1990 levels by 2020. To address the City's legal and fiscal responsibilities under the California Greenhouse Gas Cap-and-Trade Program, Roseville Electric developed a Greenhouse Gas Cap-and-Trade Program that was approved by City Council in August 2012, and was revised in February 2013. This program defines how Roseville Electric will use the emission allowances it receives from the State each year.

Prior to the first business day of September, the City must allocate the succeeding calendar year's allowances between those used to meet its direct compliance obligation and those to be auctioned with Roseville receiving the proceeds. Roseville's direct compliance obligation is accrued from Roseville Energy Park (REP) generation and out-of-state imports of electricity.

Roseville will receive 458,208 allowances of 2020 vintage. Since 2018, Roseville has been importing considerably more energy from out of state, and should set aside a proportionate amount of allowances for the associated emissions. In addition, Roseville expects lower fuel related costs at the REP, which will increase its opportunity to run with a proportionate increase in emissions. These changes significantly reduce Roseville's power supply costs.

Accordingly, staff recommends all 458,208 vintage 2020 directly allocated allowances be directed to Roseville's compliance account, and 0 allowances be directed to Roseville's limited use holding account for consignment to auction. Allowances can be banked and do not expire, so any

unused allowances can be applied towards future compliance obligations.

FISCAL IMPACT

The adoption of the allocation of GHG auction proceeds has no direct fiscal impact. Upon implementation of the allocation plan in 2020, however, allocating all allowances towards compliance rather than auction will result in an estimated revenue shortfall of approximately \$1.7 million. However, because purchased power and power generation costs are estimated to be reduced by \$2.3 million, there is an projected \$600,000 net cost savings in fiscal year 2020.

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. The allocation of California Greenhouse Gas Cap-and-Trade allowances meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

David Siao, Electric Resources Analyst

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-370

RESOLUTION NO. 19-370

APPROVING THE ALLOCATION OF 458,208 OF CITY'S 2020 GREENHOUSE
CAP-AND-TRADE PROGRAM ALLOWANCES

WHEREAS, the City Council approved the Roseville Greenhouse Gas Cap-and-Trade Program in August 2012 and updated said program in February 2013; and

WHEREAS, this program defines how Roseville Electric will use the emission allowances it receives from the State each year; and

WHEREAS, each year the City must allocate the following calendar year's allowances between those used to meet its direct compliance obligation and those to be auctioned with Roseville receiving the proceeds;

WHEREAS, the City's 2020 allocation of Greenhouse Cap-and-Trade Program allowances is 458,208; and

WHEREAS, staff recommends all 458,208 vintage 2020 directly allocated allowances be directed to Roseville's compliance account and 0 allowances be directed to Roseville's limited use holding account for consignment to auction.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that it hereby approves all 458,208 vintage 2020 directly allocated allowances be directed to Roseville's compliance account and 0 allowances be directed to Roseville's limited use holding account for consignment to auction.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 0240

File #: 0721-05 & 0214

Title: Dry Creek Greenway East Trail Project - Grant Application

Contact: Alison Winter 916-746-1316 awinter@roseville.ca.us

Meeting Date: 8/21/2019

Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager or his designee to submit a Trails and Greenways Grant Program Application to the California Natural Resources Agency and to execute all related forms and agreements for Phase 1 of the Dry Creek Greenway East Trail Project.

BACKGROUND

Prop. 68 and California Trails and Greenway Investments

The California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 (Proposition 68) authorized \$4 billion in general obligation bonds to implement its provisions. This included the appropriation of \$27.7 million to the California Natural Resources Agency for competitive grants that provide non-motorized infrastructure developments and enhancements that promote new or alternate access to parks, waterways, outdoor recreational pursuits, and forested or other natural environments to encourage health-related active transportation and opportunities for Californians to reconnect with nature. The California Natural Resources Agency administers the Trails and Greenways Grant Program under this provision. The maximum award amount under this competitive grant program is \$4 million.

Dry Creek Greenway East Trail Project

The Dry Creek Greenway East Trail Project is a proposed paved multi-use trail along Dry, Cirby, and Linda Creeks from Darling Way/Riverside Avenue to the City limits at S. Cirby Way/Old Auburn Road. The project is identified as a proposed Class I bikeway in the City of Roseville General Plan and Bicycle Master Plan.

Phase 1 of the project will result in two (2) miles of Class I trail from the existing Saugstad Park Trail at Darling Way to the existing Maidu Park Trail at Rocky Ridge Drive, and includes the following improvements:

- Connection to existing Saugstad Park Trail at Darling Way
- Widening and undercrossing of Darling Way

- One bridge crossing of Dry Creek and 1 bridge crossing of Cirby Creek
- Undercrossing of I-80
- Connection to Eastwood Park
- Undercrossing of and connection to Sunrise Avenue
- 1 bridge crossing of Linda Creek (location dependent on selected alignment option)
- At-grade crossing of Oakridge Drive to connection with existing Sierra Gardens Trail
- At-grade connection to west side of Rocky Ridge Drive and on-street connection to Maidu Park
- Parking lot at the trailhead on Riverside Avenue

The project is aligned with the intent of the Trails and Greenways Grant Program to provide for non-motorized infrastructure and trails that lead to safer interconnectivity among parks, waterways and natural areas. Located along creek corridors and providing connections to parks, the Dry Creek Greenway East Trail Project improves interconnectivity among parks and offers opportunities for connections with nature. By closing the gap in the pedestrian and bicycle network and creating links to surrounding destinations, the project supports active transportation and reduces greenhouse gas emissions by providing an alternative to driving between destinations.

FISCAL IMPACT

The estimated construction cost for the project is \$14,650,000.00. The estimated cost of Plans, Specifications, and Estimates (PS&E) and right-of-way is \$2,000,000.00, which will be funded through local transportation funds. Staff has identified \$4,527,763.00 in funding for construction, including \$4,318,000.00 from the federal Active Transportation Program grant program and \$209,763.00 from the Congestion Mitigation and Air Quality Improvement Program. If the Trails and Greenways Grant is successful, it will provide up to \$4,000,000.00 that will be applied towards the \$10,122,237.00 balance of construction costs. General Fund resources, including Measure B funds, will not be used for this project. Staff will continue to identify grant funding opportunities for the project and present a final funding plan for the project to the City Council at a future meeting.

ECONOMIC DEVELOPMENT / JOBS CREATED

If successful, a grant in the amount of \$4,000,000.00 will create 43.5 jobs, based on federal guidelines that suggest one job is created for every \$92,000.00 in direct government spending.

ENVIRONMENTAL REVIEW

At the March 20, 2019 meeting, City Council voted to approve the Dry Creek Greenway East trail project. This approval included certification of the Final Environmental Impact Report, pursuant to the CEQA Guidelines.

Respectfully Submitted,

Alison Winter, Administrative Analyst

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-355

RESOLUTION NO. 19-355

AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE CALIFORNIA NATURAL RESOURCES AGENCY, AND TO EXECUTE ALL RELATED FORMS AND AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 (Proposition 68) authorized \$4 billion in general obligation bonds to implement its provisions; and

WHEREAS, the California Natural Resources Agency administers the Trails and Greenways Grant Program under this provision; and

WHEREAS, the Dry Creek Greenway East Trail Project is a proposed paved multi-use trail along Dry, Cirby, and Linda Creeks from Darling Way/Riverside Avenue to the City limits at S. Cirby Way/Old Auburn Road; and

WHEREAS, Phase 1 of the project will result in two (2) miles of Class I trail from the existing Saugstad Park Trail at Darling Way to the existing Maidu Park Trail at Rocky Ridge Drive; and

WHEREAS, the project is aligned with the intent of the Trails and Greenways Grant Program to provide for non-motorized infrastructure and trails that lead to safer interconnectivity among parks, waterways and natural areas; and

WHEREAS, by closing the gap in the pedestrian and bicycle network and creating links to surrounding destinations, the project supports active transportation and reduces greenhouse gas emissions by providing an alternative to driving between destinations; and

WHEREAS, grant applications are required for the receipt of Trails and Greenways Program funds; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City Manager or his designee is hereby authorized to submit a grant application to the California Natural Resources Agency for available funds through the Trails and Greenways Grant program, and to execute and submit all applications, forms, certifications and agreements reasonably necessary for implementation of the grant and for use of available funds.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 0237

File #: 0324 & 0214 & 0201-01

Title: Fire Department Tactical Casualty Care Equipment - Grant Acceptance and Budget Adjustment
Contact: Jason Rizzi 916-774-5802 jrizzi@roseville.ca.us

Meeting Date: 8/21/2019

Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff is requesting that the City Council adopt an ordinance for a budget adjustment to approve the addition of \$7,198.13 in grant funds from the Placer County Ambulance Advisory Committee and S-SV EMS Agency for the purchase of tactical casualty care equipment.

BACKGROUND

The Roseville Fire Department (RFD), working with its emergency medical partners, is seeking to improve and enhance the delivery of tactical medical care during violent and active shooter environments. With the instances of high risk incidents increasing, RFD has provided extensive training and policy guidance to our personnel to give them the skills and training necessary to respond safely and appropriately in high hazard environments.

Staff is requesting that the City Council adopt an ordinance approving a budget adjustment to:

- increase the Roseville Fire Department budget by \$7,198.13 to improve and enhance the Fire Department's delivery of safe and effective medical care in active shooter and violent event environments;
- approve the addition of \$7,198.13 in grant revenue from the Placer County Ambulance Advisory Committee and S-SV EMS Agency for the purchase of tactical casualty care equipment.

The tactical casualty care equipment will consist of personnel protective equipment providing ballistics protection that will meet the upcoming requirements outlined in the nationally recognized standard NFPA 3000 for active shooter/hostile event response. The requested protective equipment will equip all first responding RFD units as well as two Battalion Chief vehicles.

FISCAL IMPACT

The source of the funds for the tactical casualty care equipment is the Placer County Ambulance

Advisory Committee and the S-SV EMS Agency. There is no net impact to the City's General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical 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 tactical casualty care equipment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Jason Rizzi, Fire Division Chief

Rick Bartee, Fire Chief

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6135

Budget Adjustment

ORDINANCE NO. 6135

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 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 tactical casualty care equipment, per request of the Fire Department, as listed on the attached Request for Budget Adjustment in the amount of \$7,198.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Katrina Rostam, Administrative Analyst II FISCAL YEAR: 2019-2020
 PREPARER NAME & TITLE: Katrina Rostam, Administrative Analyst II COUNCIL DATE (if applicable): 8/21/19
 DEPARTMENT/DIVISION: Fire Department - Operations ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	5403	48010	000000	7,198	Personal Protective Equipment
TOTAL				7,198	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4780	48010	000000	7,198	Grant Reimbursement
TOTAL				7,198	

NET ADJUSTMENT	-
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FUND BALANCE

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

Justification for Budget Adjustment:

The Fire Department is requesting a budget adjustment for \$7198 to recognize the expense and revenue related to the purchase of ballistic vests as granted by Sierra - Sacramento Valley Emergency Medical Services Agency. There is no net affect to the General Fund..

REQUIRED APPROVALS:	
 REQUESTING DEPARTMENT HEAD / DESIGNEE	7-22-19 DATE
 CHIEF FINANCIAL OFFICER / DESIGNEE	7/26/19 DATE
 BUDGET MANAGER / DESIGNEE	7/26/19 DATE
for Dennis Kowalsman	for Scott Pettingel
BUDGET DEPARTMENT USE ONLY:	
POSTED BY	DATE

Revised: June 24, 2019

JIM HOLMES
JPA BOARD CHAIRPERSON



SIERRA - SACRAMENTO VALLEY
EMERGENCY MEDICAL SERVICES AGENCY

VICKIE PINETTE, MS
REGIONAL EXECUTIVE DIRECTOR

5995 PACIFIC STREET
ROCKLIN, CA 95677

TROY M. FALCK, MD, FACEP, FAAEM
MEDICAL DIRECTOR

WWW.SSVEMS.COM

PHONE: (916) 625-1702
FAX: (916) 625-1720

SERVING BUTTE, COLUSA, GLENN, NEVADA, PLACER, SHASTA, SISKIYOU, SUTTER, TEHAMA & YUBA COUNTIES

July 18, 2019

Trent Waechter, RN, CCRN, CFRN
EMS Coordinator, Roseville Fire Department
316 Vernon Street, #480
Roseville, CA 95678

Mr. Waechter,

The Placer County Ambulance Advisory Committee and S-SV EMS Agency have approved the attached Roseville Fire Department Rescue Task Force (RTF)/Tactical Casualty Care (TCC) funding request for an amount not to exceed \$7,198.13. Following your department's purchase of these approved items, please submit appropriate invoices directly to the S-SV EMS Agency for reimbursement.

Respectfully,

John Poland, Paramedic
Associate Director, QI/Investigator

cc: Rick Bartee, Fire Chief, Roseville Fire Department
Troy M. Falck, MD, FACEP, FAAEM, Medical Director, S-SV EMS Agency
Vickie Pinette, Regional Executive Director, S-SV EMS Agency



City of Roseville Fire Department • 316 Vernon St., #480 • Roseville, California 95678-2618
(916) 774-5800 • (916) 774-5810 FAX • (916) 774-5220 TDD • www.roseville.ca.us

June 4, 2019

John Poland
Associate Director, QI/Investigator
Sierra-Sacramento Valley EMS Agency
5995 Pacific St.
Rocklin, CA 95667
John.Poland@ssvems.com

Dear Mr. Poland,

Roseville Fire Department (RFD) is requesting funds for Rescue Task Force/Tactical Casualty Care equipment to improve and enhance RFD medical delivery and better serve the citizens of Roseville and the Region. RFD has had Apparatus respond first-in to several incidents involving active, violent individuals as well as develop and implement a Rescue Task Force to serve the constituents of the City of Roseville. As a result of the increasing high risk incidents RFD has provided extensive training and policy for our personnel in regards to active shooters to give them the skills and training to perform safely and appropriately in high hazard environments.

RFD staffs 8 full time Fire Stations with 8 Engines and 2 Trucks to serve the City of Roseville. We provide primary fire protection and EMS response for the City of Roseville with a population of 135,329 people. In 2018 RFD responded to a total of 16,930 incidents of which 10,247 were for Emergency Medical Services.

RFD is seeking equipment to allow our first responders to render safe effective care in active shooter and violent event environments. This request is for PPE Ballistics protection plate carrier with level III+ armor to meet the upcoming recommendations per NFPA 3000.

RFD has worked with other Fire Agency partners to obtain a quote for PPE that is cost effective while meeting the recommendation. The attached quote will equip all First Responding RFD units as well as 2 Battalion Chief Vehicles. This quote does not include tax, thus RFD is requesting an additional funding for \$517.73. This will equate to a total request for \$7198.13.

With the listed equipment, RFD will improve and enhance our response and safety in high hazard environments.

Thank you for your time and consideration of this request.

Respectfully submitted,

Trent Waechter RN, CCRN, CFRN
EMS Coordinator, Roseville Fire Department
o- 916-774-5844

Our Mission.. Protect and enhance the safety and well being of residents, businesses, customers and partners.
We will accomplish this by. Delivering exceptional service and compassionate solutions as a cohesive team with dedication, pride and vigilance.





Date: April 23, 2019

Vendor CATI ARMOR Brian Moore 435 Packard Hwy Charlotte, MI 48813 Office: 855-488-2284 Mobile: 269-788-4322 brian@catiarmor.com	Ship To Ryan Williams Roseville FD 316 Vernon St, STE 480 Roseville, CA 95678 rwilliams@roseville.ca.gov
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Shipping Method	Shipping Terms	Delivery Date
FREIGHT	Included	TBD

Qty	Item #	Description	Job	Unit Price	Line Total
40 SETS		CA500 10x12 SWIM/SAPI Level 3 Build-Up Coat SWIM EVO Front and Base Coat EVO SAPI Rear Armor Plates. Condor NAVY Sentry Plate Carrier		148.75	5950.00
40 pc		"FIRE" 2" x 6" Patch		9.13	365.20
40 pc		"MEDIC" 2" x 6" Patch		9.13	365.20

FREIGHT INCLUDED

Subtotal	
Sales Tax	
Total	6680.40



COUNCIL COMMUNICATION

CC #: 0232

File #: 1002 & 0201-01

Title: 100 Vernon Street - Acquisition of Real Property and Budget Adjustment

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

Meeting Date: 8/21/2019

Item #: 7.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

- 1) Adopt an ordinance authorizing a budget adjustment of \$255,000.00 from the Transportation Development Act Fund.
- 2) Adopt a resolution authorizing the City Manager to execute an Agreement for Sale of Real Property and Escrow Instructions, and authorizing the City Manager or his designee to execute all other related escrow documents.

BACKGROUND

In March 2019, Consolidated Communications approached staff with an offer to sell its surface parking lot at 100 Vernon Street ("Subject Property") to the City. The triangular ± 0.35 -acre Subject Property is located at the convergence of Vernon and Atlantic Streets, and is directly adjacent to a smaller (0.05-acre) parcel ("Parcel 2") the City acquired from the Roseville Community Development Corporation (RCDC) in September 2018 (see Attachment 1 – Location Map).

The RCDC leased Parcel 2 to Consolidated to expand its employee parking lot. In partial consideration of the lease, Consolidated granted the RCDC a right of first refusal to purchase the Subject Property prior to it being listed on the open market should Consolidated elect to sell. The City acquired both the existing lease and right of first refusal to purchase when it acquired Parcel 2 from the RCDC. Consistent with the terms of the right of first refusal, Consolidated has offered the property for sale to the City.

The Subject Property and Parcel 2 are in an area being studied for traffic and pedestrian safety improvements, which could potentially involve a roundabout. If approved by the Council in the future, construction of such improvements in this location would require acquisition of additional right-of-way – largely, the Subject Property and Parcel 2. Consolidated's offer to sell presents a timely opportunity to purchase property needed for future right-of-way, saving significant time and cost associated with the right-of-way acquisition process. Until such time as traffic and safety improvements are constructed, the lot would provide additional publicly-owned parking on the 100

block of Vernon Street.

The proposed purchase price is \$250,000.00 (plus an estimated \$5,000.00 in escrow fees), which would be funded through Transportation Development Act funds. No General Fund resources would be needed to complete the purchase.

FISCAL IMPACT

The proposed \$250,000.00 purchase price and related escrow fees would be paid using Transportation Development Act funds, resulting in no impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Acquisition of the 100 Vernon Street property is not expected to result in significant economic development benefits or direct 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 §15061(b)(3)).

Respectfully Submitted,

Mike Isom, Development Services Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment 1 - Location Map

Resolution No. 19-369

Agreement for Sale of Real Property and Escrow Instructions

Ordinance No. 6136
Budget Adjustment Form



RESOLUTION NO. 19-369

APPROVING AN AGREEMENT FOR SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND CONSOLIDATED COMMUNICATIONS OF CALIFORNIA COMPANY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement for sale of real property and escrow instructions for the purchase of approximately 0.35 acres of property at located at 100 Vernon Street in Roseville, CA, by and between the City of Roseville and Consolidated Communications of California Company, 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 or his designee is authorized to execute it and all related escrow documents on behalf of the City of Roseville; and

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS

THIS AGREEMENT, made and entered into this 25th day of June, 2019, by and between the City of Roseville, a municipal corporation, as grantee ("CITY") and Consolidated Communications of California Company, a California corporation, as grantor ("GRANTOR").

W I T N E S S E T H:

WHEREAS, GRANTOR is the owner of certain real property located at 100 Vernon Street in the City of Roseville, County of Placer, more particularly described in Exhibit "A", which is attached hereto and incorporated herein by this reference; and

WHEREAS, said real property, including a fee acquisition of approximately 15,172 sf or 0.35 acres +/- (APN: 013-070-004), is referred to in this Agreement as "the Subject Property"; and

WHEREAS, CITY desires to acquire the Subject Property for the purpose of constructing public parking and future construction of roadway improvements ("the Project") and GRANTOR is willing to sell the Subject Property to CITY upon the terms and conditions specified 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 TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000) ("Purchase Price").

2. Conveyance. GRANTOR has executed or will execute a Grant Deed in a form satisfactory to the City Attorney of CITY, conveying the Subject Property to CITY.

3. Escrow. CITY shall open an escrow for this transaction with Placer Title Company ("the Title Company"), 1508 Eureka Road, Suite 150, Roseville, CA 95661. GRANTOR shall deliver the Grant Deed to the Title Company.

4. Deposits into Escrow. The Purchase Price shall be paid to GRANTOR by CITY as follows:

A. Deposit. Within five (5) calendar days of execution of this Agreement, CITY shall deliver to the Title Company, by check or electronic funds transfer, a cash deposit in the amount of TEN THOUSAND DOLLARS (\$10,000.00) (the "Deposit") to be held in an escrow and delivered in accordance with this Agreement. The Title Company shall place the Deposit into an interest bearing account with interest accruing for the benefit of CITY.

B. Refundability; Applicability to Purchase Price. Except as otherwise provided below, the Deposit held by the Title Company shall be refundable to CITY, if CITY elects to terminate this Agreement prior to the end of the title approval and due diligence periods specified in Paragraph 6, in which case, the Title Company shall return the Deposit to CITY, and neither CITY nor GRANTOR shall have any further rights or obligations under this Agreement,

except as otherwise expressly provided herein. If CITY elects to proceed with the purchase after conducting due diligence and provides written approval of all contingencies, the Deposit shall be non-refundable consideration for GRANTOR keeping the Subject Property off the market, and shall be applicable to the Purchase Price. The Deposit shall remain in escrow until the termination of this Agreement or the close of escrow, in which event the Deposit shall be applied to the Purchase Price.

C. Form of Deposit. The Deposit shall be deposited in the escrow in the form of cash, certified check, bank cashier's check, wire transfer or other form of readily available funds.

D. Balance of Purchase Price. At least one (1) business day prior to the close of escrow, CITY shall deliver to the Title Company cash in an amount equal to the Purchase Price, together with CITY's share of closing costs due pursuant hereto, less the amount of the Deposit. Close of escrow is 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:

- 1) County taxes for the fiscal year in which this escrow closes, including possible personal property taxes, which have become a lien but are not yet due or payable, shall be prorated on the basis of the latest tax statement. The taxes for the fiscal year in which this escrow closes shall

be cleared and paid for from the money payable to GRANTOR, in the manner required by § 4986 of the Revenue and Taxation Code.

2) From the money payable to GRANTOR, the Title Company shall pay any delinquent taxes, together with penalties and interest due thereon.

5. Delivery of Documents. Within five (5) working days after the execution of this Agreement, GRANTOR shall provide to CITY: (1) copies of any reports, surveys, engineering studies, plans, soil reports, environmental impact reports, Phase I reports, maps, plans, or other material relating to the Subject Property which are within GRANTOR's actual possession or control and which have not already been provided to CITY; and (2) a current preliminary title report issued by the Title Company.

6. Conditions to CITY's Performance. All duties of CITY to purchase the Subject Property shall be expressly conditioned upon the satisfaction of each of the conditions set forth below on or before the date set forth with regard to each condition. CITY SHALL NOTIFY GRANTOR, IN WRITING, OF CITY'S REMOVAL OR WAIVER OF EACH CONDITION SET FORTH BELOW WITHIN THE SPECIFIED TIME PERIOD OR THIS CONTRACT SHALL BE TERMINATED AND ALL DEPOSITS, WITH INTEREST, IF ANY, SHALL BE RETURNED TO CITY WITHOUT PENALTY.

A. Title Approval: CITY shall have forty-five (45) calendar days from the execution of this Agreement within which to notify GRANTOR, in writing, of CITY's disapproval of any exception shown in the title report or the legal description. If CITY does not give written notice of such disapproval within such period, the title report shall be deemed approved. If CITY disapproves of any

exception in writing as described above, GRANTOR shall have ten (10) working days from the date of GRANTOR's receipt of written notice of the disapproval to give written notice to CITY that GRANTOR shall remove the disapproved exception(s) prior to Escrow Closing. GRANTOR's failure to deliver the notice shall mean GRANTOR will not remove the exception. If GRANTOR elects not to remove any disapproved exception, CITY shall have five (5) working days either (i) to terminate this Agreement or (ii) to waive its disapproval of such exception and agree to purchase the Subject Property subject to the disapproved exception. If CITY fails to so 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 a termination hereunder, the parties shall have no obligations hereunder and CITY's deposit shall be returned to CITY and CITY shall pay any fees incurred by Title Company in preparation of preliminary title report. 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 a disapproval, shall be deemed a "Permitted Exception."

B. Due Diligence: CITY shall have forty-five (45) calendar days from the execution of this Agreement to make any and all inspections, investigations, tests and surveys of the Subject Property as CITY deems necessary or desirable including, without limitation, financing, title review, studies relating to environmental and soil conditions of the Subject Property, whether the Subject

Property is suitable or entitled for CITY's intended use, and any other matters CITY determines relates to the Subject Property. CITY may prior to close of escrow and 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, in CITY's good faith estimate, the cost of remediating any such conditions which may be found is equal to or greater than CITY's acquisition budget, CITY may, at its sole option, rescind this Agreement and cancel the escrow.

7. Discharge of Obligations. The Title Company may expend any and all money payable to GRANTOR under this Agreement to discharge any obligations (except those shown in Paragraph 3) 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 Paragraph 3A), or debts secured by deeds of trust or mortgages, or to defray any other incidental costs other than those specified in this Paragraph 5 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.

8. Escrow and Title Costs. GRANTOR shall be responsible for paying the premium for title insurance (CLTA policy) and the documentary transfer tax. All other escrow and title costs associated with this transaction shall be equally split between the parties. Such costs shall include recording fees, escrow fees, and all costs associated with clearing title.

9. 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 execution 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.

10. Title and Escrow Closing. Escrow shall close not later than thirty (30) calendar days after the waiver or expiration of all contingencies. Title to the Subject Property shall pass immediately upon close of escrow.

11. Escrow Instructions. A copy of this Agreement shall be delivered to the Title Company by CITY and shall serve as escrow instructions. 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.

12. No Existing Tenancy. GRANTOR shall deliver possession of the Subject Property to CITY on the Closing Date free of all tenants and shall defend, indemnify, and save 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 and receive back its deposit.

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. Except as disclosed in Exhibit "B", which is attached hereto and is incorporated herein by this reference: (1) 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; and (2) 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 §5101 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 property is not located in a "flood zone," as set forth on H.U.D. "Special Flood Zone Area Maps." As a condition to

obtaining financing on most properties located in “flood zones,” some banks, savings and loan associations and insurance lenders require that H.U.D. flood insurance be carried where such properties are security for the loan. This requirement is mandated by the H.U.D. National Flood Insurance Program and became effective March 1, 1975. CITY acknowledges that CITY has not received or relied upon any representations from either GRANTOR or Broker(s) regarding the legal effect, interpretation or economic consequences of the National Flood Insurance Program and related legislation.

16. Special Studies Zone Act. GRANTOR discloses that the 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”). If the Subject Property is in a Geologic Zone, the construction or development on the Subject Property of any structure for human occupancy may be subject to the findings of a geologic report prepared by a geologist registered in the State of California.

17. GRANTOR’s Warranties. GRANTOR hereby represents and warrants to CITY:

A. Contracts: That there are no service contracts or other contractual obligations (except leases 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) calendar days’ notice.

B. Documents Delivered: That all documents delivered to GRANTOR by CITY pursuant to the terms of this Agreement are complete and as of their respective dates true and correct.

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.

D. Leasing Commissions: That there are no outstanding leasing commissions payable for any of the Leases and there are no obligations to pay any leasing commission 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: That to GRANTOR's best knowledge, the Subject Property is free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, covenants, conditions, assessments, bonds, judgments, debts secured by deeds of trust or mortgages, and restrictions of any kind, except for the Permitted Exceptions.

2) Encroachments: That 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.

3) Streets: That to GRANTOR's best knowledge, and aside from CITY's future plans, there is no existing, proposed, or contemplated plan to widen, modify, or realign any street or highway.

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. Payment of All Obligations: That as of close of escrow, there shall be no outstanding contracts made by GRANTOR for any improvements to the Subject Property, which have not been fully paid for, and GRANTOR shall cause to be discharged all mechanics' and materialmen's liens arising from any labor and material finished prior to close of escrow or shall cause a bond or be posted to secure payment of the mechanics' and materialmen's liens from a surety company and in an amount approved in advance, in writing, by CITY. In the event that there are undischarged mechanics' and/or materialmen's liens affecting the Subject Property as of close of escrow, and GRANTOR has not posted bonds securing payment of the liens pursuant to this subsection, CITY shall have the option to assume or take the Subject Property subject to the undischarged liens and deduct the amount claimed under such liens (including interest and attorneys' fees) from the cash payable to GRANTOR at close of escrow and to pay such liens in full.

H. Indemnification: That GRANTOR, to the fullest extent allowed by law, shall defend, indemnify, and save and hold CITY harmless from any liability, loss

or claim for damages, including reasonable costs and attorneys' fees, arising from the leases and accruing prior to escrow closing; arising out of any theft, damage, or injury to tenants or their personal property, and accruing 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 paragraph.

The parties intend that this provision shall be broadly construed.

I. Survival: That CITY's representations, warranties and covenants contained in this paragraph shall survive close of escrow and the recordation of the Grant Deed.

18. 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 modified, changed or rescinded only by an instrument in writing, executed by the parties.

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. 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.

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

22. 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.

23. No Brokers. Each of the parties hereto represents that it has dealt with no broker or finder in connection with this sale, and insofar as they know, no broker or other person is entitled to any commission or finder's fee in connection with this sale. CITY and GRANTOR each agree to indemnify and hold harmless one another against any loss, liability, damage, cost, claim or expense incurred by reason of any brokerage commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying party.

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

CITY OF ROSEVILLE

Mike Isom
Development Services Director
City of Roseville
311 Vernon Street
Roseville, CA 95678

GRANTOR

Consolidated Communications
Attn: Alicia Rakstad
Corporate Security and Real Estate Portfolio
Manager
211 Lincoln Street
Roseville, CA 95678

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

25. Waiver of Claims. GRANTOR acknowledges that the acquisition of the Subject Property by CITY is for a public purpose, and therefore, the Subject Property is otherwise subject to taking by the power of eminent domain. GRANTOR acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the Purchase Price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that GRANTOR may have against CITY by reason of the acquisition, improvement, possession, use and/or occupancy of the Subject Property, and GRANTOR hereby waives any and all claims, including, but not limited to, claims for attorney's fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

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

BY: _____
DOMINICK CASEY
City Manager

GRANTOR:
CONSOLIDATED COMMUNICATIONS
OF CALIFORNIA COMPANY, a California
corporation

BY: 
its: 

ATTEST:

and

BY:

its:



BY:

SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY:

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:



MIKE ISOM
Development Services Director

Exhibits:

- A: Description of Subject Property
- B: Hazardous Substances List

EXHIBIT "A"

DESCRIPTION OF SUBJECT PROPERTY

Exhibit "A"

Legal Description

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

All that certain real property situate in the Northeast $\frac{1}{4}$ of Section 2, Township 10 North, Range 6 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California, described as follows:

All that portion of that certain real property as described in the Resolution Accepting Deed and Agreement for Right to Construct and Maintain Highway between the Southern Pacific Company, a Corporation, the Central Pacific Railway Company, a Corporation, and the City of Roseville, recorded in the office of the Recorder of Placer County in Book 273 of Official Records at Page 412, together with that certain "0.013 AC $\pm$ " parcel of land as shown on the map filed in the office of the Recorder of Placer County in Book 11 of Surveys at Page 13, more particularly described as follows:

Beginning at a point marked by a $\frac{3}{4}$ inch diameter iron pin monument and copper sleeve stamped "LS 4751" set in the Northeasterly line of Jefferson Street, a public street 70 feet in width, said point being further described as a point marking the westerly corner of said "0.013 AC $\pm$ " parcel; thence from said point of beginning and along said Northeasterly line of Jefferson Street, North 44°05' West 46.42 feet to the South corner of that certain parcel of land as described in the Grant Deed to Ross G. Riolo, et ux, et al, recorded in the office of the Recorder of said Placer County in Book 3143 of Official Records at Page 240; thence along the Southeasterly and Northeasterly lines of said Ross G. Riolo, et ux, et al, parcel of land North 45°47'30" East 46.57 feet and North 40°27' West 50.00 feet to the North corner thereof, a point in the Southeasterly line of Atlantic Street, a public street 70 feet in width; thence along said Southeasterly line of Atlantic Street North 45°55' East 141.79 feet (cite: 144.60) to the point of intersection of said Southeasterly line of Atlantic Street with the Westerly line of Vernon Street; a public street 80 feet in width; thence in a Southerly direction along said Westerly line of Vernon Street the following 2 consecutive courses and distances: 1) from a tangent which bears South 06°09'36" East curving to the left on an arc of 300 foot radius, said arc being subtended by a chord which bears South 08°11'13" East 21.22 feet (cite: South 08°09'45" East 24.97 feet) to a point of reverse curvature, and 2) curving to the right on an arc of 300 foot radius, said arc being subtended by a chord which bears South 09°33'42" West (cite: South 09°17' West) 203 feet to a $\frac{3}{4}$ inch diameter iron pin monument and copper sleeve stamped "LS 4751" marking a "point of cusp" in the Northerly line of said "0.013 AC $\pm$ " parcel of land; thence along the Easterly, Southerly and Westerly lines of said "0.013 AC $\pm$ " parcel the following 3 consecutive courses and distances: (1) along the arc of a non-tangent curve to the right having a radius of 498.68 feet, and being subtended by a chord bearing South 61°35'27" East 13.08 feet; (2) South 45°55' West 19.53 feet; and (3) North 44°05' West 53.58 feet to the point of beginning.

Excepting therefrom that portion convey to the City of Roseville, a municipal Corporation, by deed recorded June 05, 1997, as Instrument No. 97-0032408-00, Official Records.

Also excepting therefrom all minerals and mineral rights, interests, and royalties, including without limiting the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals, in and under said property, without the right for any purpose whatsoever to enter upon, into or through the surface of said property, as reserved by Southern Pacific Transportation Company, a Corporation in deed recorded July 03, 1990, as Instrument No. 90-042792, Official Records.

APN: 013-070-004-000

EXHIBIT "B"

HAZARDOUS SUBSTANCES LIST

NONE KNOWN

ORDINANCE NO. 6136

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 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 purchase of real property located at 100 Vernon Street, per request of the Development Services Department, as listed on the attached Request for Budget Adjustment in the amount of \$255,000.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Mike Isom - Development Services Director FISCAL YEAR: 2019-20
 PREPARER NAME & TITLE: Brandy LeBeau - Administrative Analyst II COUNCIL DATE (if applicable): 8/21/19
 DEPARTMENT/DIVISION: Development Services/Public Works ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6520	6501	66001		255,000	Increase expenditure budget for purchase of 100 Vernon Street Parking Lot
TOTAL				255,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6520	4425	62440		255,000	Increase revenue budget to fund the purchase of 100 Vernon Street Parking Lot
TOTAL				255,000	

NET ADJUSTMENT	-
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FUND BALANCE

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

Justification for Budget Adjustment:

This budget adjustment will establish the necessary revenue and expenditure budgets in the Transportation Fund (6520) to purchase the 100 Vernon Street Parking Lot. The property acquisition is for the future right of way needed for traffic and pedestrian safety improvements at Vernon and Atlantic Streets. The funding for this purchase will come from additional SB-325 revenues.

REQUIRED APPROVALS:			
 REQUESTING DEPARTMENT HEAD / DESIGNEE	7/25/19 DATE	 BUDGET MANAGER / DESIGNEE	7/25/19 DATE
 CHIEF FINANCIAL OFFICER / DESIGNEE	7/25/19 DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY _____ DATE _____			

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 0223

File #: 0900-02-02-1 & 0201-01

Title: Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements Project – Professional Design Services Agreement Amendment and Budget Adjustment
Contact: Todd Jordan 916-746-1829 tjordan@roseville.ca.us

Meeting Date: 8/21/2019

Item #: 7.17.

RECOMMENDATION TO COUNCIL

Staff recommends that Council adopt:

1. An ordinance approving the attached budget adjustment to appropriate \$234,880.00 from the Wastewater Rehabilitation Fund to the Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements Project.
2. A resolution authorizing approval of the Third Amendment to the Professional Design Services Agreement with Brown and Caldwell for the Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements Project, and authorizing the City Manager to execute the amendment on behalf of the City.

BACKGROUND

Construction is currently underway for the Nitrate Reduction Improvements Project, with construction, startup and testing procedures to be completed by the end of 2019. The Nitrate Reduction Improvements Project includes a series of process controls and infrastructure improvements to meet the new permit limit for effluent concentrations of nitrate plus nitrite. The construction of the Nitrate Reduction Improvements Project is supported by a professional design services agreement with Brown and Caldwell (BC), which includes critical engineering services during construction, construction management, inspection, as well as programming support functions. Challenges stemming from adjusted construction duration, a high level of complexity of project improvements, an extended startup and testing period, additional Renewable Identification Numbers (RIN) task support, as well as operational needs have necessitated that additional support be provided by BC.

A summary of the drivers for the requested Amendments is outlined below:

- Phase 300 -Task 009 – Project management time for this project was originally funded to July 1, 2019. Task assumes project extension of six months from July 1, 2019 to December 31, 2019 and covers additional invoicing, status reporting and project coordination.

- Phase 500 – Influent Pipe Modifications Engineering Support Work to be performed under this phase includes:
 - Task 006 - Construction and Procurement Support – During the procurement and construction period, BC will assist the City by answering information requests and review of product information.
 - Task 007 - As-built documentation – BC will revise existing piping drawings showing changes made by the City. Drawings will be based on markups provided by City and assumes two drawings will be modified.
- Phase 700 – RIN Support Task includes oversight of the RIN program and overseeing the program as part of the City.

FISCAL IMPACT

The total cost of the Brown and Caldwell third amendment will not exceed \$234,880.00. Funds are available from the budget adjustment which will appropriate \$234,880.00 from the Wastewater Rehabilitation Fund (6230) to the Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements Project (#400083). The additional funds will provide continued design assist support for construction activities which is currently underway.

This project is a regional project and the City's portion is 64.3%. The City will be reimbursed 35.7% of the project's cost from the regional partners which include Placer County and South Placer Municipal Utility District. This project is fully funded with Wastewater Rehabilitation funds. The City's share of the additional requested amendment value is \$151,027.84.

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.

The Third Amendment to the Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements Project meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Todd Jordan, Senior Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-363

PDSA - BC Third Amendment

Ordinance No. 6134

Budget Adjustment

RESOLUTION NO. 19-363

APPROVING A THIRD AMENDMENT TO PROFESSIONAL DESIGN SERVICES
AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND BROWN AND CALDWELL,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF
OF THE CITY OF ROSEVILLE

WHEREAS, a third amendment to professional design services agreement for the Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements project, by and between the City of Roseville and Brown and Caldwell, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**THIRD AMENDMENT TO
PROFESSIONAL DESIGN SERVICES AGREEMENT**

Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements Project

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Brown and Caldwell, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Design Services Agreement dated February 1, 2017, amended October 17, 2018 and April 17, 2019 ("Agreement") regarding Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements Project ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated May 21, 2019, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit "A" of this Third Amendment to Agreement.

2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay two hundred thirty-four thousand, eight hundred eighty dollars (\$234,880.00), in consideration of the additional services as set forth in Exhibit “A” to the Third Amendment to Agreement. This brings the total not to exceed contract amount to two million, three hundred thirty-nine thousand, eight hundred fifty-nine dollars (\$2,339,859.00).”

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 Third 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 Third Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BROWN AND CALDWELL, a
California corporation

BY: _____
DOMINICK CASEY
City Manager

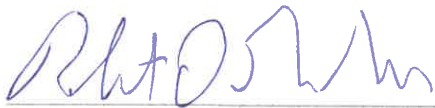
BY:  _____
its: Vice President
Rion Merlo

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and

BY:



BY:

SONIA OROZCO
City Clerk

its:

SVP, Secretary

APPROVED AS TO FORM:

BY:

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:



RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT “A”

Design and Construction-Period Services
for
Dry Creek Wastewater Treatment Plant
Nitrate Reduction Improvements Project

Amendment 3 - Scope of Services and Fee

Prepared for
City of Roseville
May 21, 2019

BACKGROUND

The City of Roseville will self-perform the construction modifications of the influent piping modifications that was conceptually designed by BC. This design was included as a task under the Nitrate Improvements Project. This amendment will provide engineering services and RIN program support to support the construction completed by City staff. City also wishes to extend the RIN program support provided by BC and include this in this amendment. Original RIN program support was included under Dry Creek COGEN Amendment and funded for six months ending on May 31, 2019. Extension of RIN support will be covered under this Amendment.

SCOPE OF SERVICES

The following scope of services has been prepared by Brown and Caldwell (BC) for additional services and effort for the final design and construction-period services for the Dry Creek Wastewater Treatment Plant (DCWWTP) Nitrate Reduction Project. The following sections describe the scope of work to be included in this amendment.

Phase 300 -Task 009 – Project management

Project Management time for this project was originally funded to July 1, 2019. Task assumes project extension of six months from July 1, 2019 to December 31, 2019 and covers additional invoicing, status reporting and project coordination. No additional meetings are assumed under this task.

Phase 500 – Influent Pipe Modifications Engineering Support

Work to be performed under this phase includes:

Task 006 - Construction and Procurement Support – During the procurement and construction period, BC will assist the City by answering information requests and review of product information. Work will be completed to limit of the budget.

Task 007 - As-built documentation – BC will revise existing piping drawings showing changes made by the City. Drawings will be based on markups provided by City and assumes 2 drawings will be modified.

Task 700 – RIN Program Support

Task includes oversight of the RIN program and overseeing the program as part of the City. Estimated hours include one full-time staff for up to six months.

Amendment Assumptions

1. Original terms of the Agreement dated Feb 1, 2017 will still be in effect for this amendment.
2. Field verification for as built drawings to be provided by City.
3. RIN program support will be conducted during normal business hours and based on a 40-hour work week and not during weekends or holidays.
4. Travel time more than normal commute is included in RIN program support.
5. Supervisory time not included in RIN program support and will not be billed to the City.

The additional effort anticipated for this amendment is \$234,880. This amendment will increase the total project budget from \$2,104,979 to \$2,339,859. BC will only invoice actual time spent working on the project.

Table 1: Budget Summary and Amendment 1					
Task	Original Budget	Amendment 1	Amendment 2	Amendment 3	Total
050 - Basis of Design Report	\$125,460	\$0.00			\$125,460
100 - 30% Design Submittal	\$205,407	\$0.00			\$205,407
200 - 60% Design Submittal	\$324,039	\$0.00			\$324,039
300 - ESDC	\$252,122	\$0.00	\$64,060	\$8,846	\$325,028
310 - Additional Pipe Support Design		\$25,107			\$25,107
320 - Resident Engineer/Inspection Support		\$207,742			\$207,742
330 - 12kV SWGR Drawing Consolidation		\$7,560			\$7,560
400 - Construction Management	\$505,084	\$0.00	\$140,985		\$646,069
500 - Influent Piping Modifications		\$40,265		\$16,387	\$56,652
520 - US/Barscreen Influent Pipe Repair		\$60,414			\$60,414
600 - Additional Programming		\$126,765	\$19,969		\$146,734
700 - RIN program support				\$209,647	\$209,647
Total	\$1,412,112	\$467,853	\$225,014	\$234,880	\$2,339,859

City of Roseville Nitrate Reduction Improvements, Amendment 3 Fee Estimate														

**Design and Construction-Period Services
for
Dry Creek Wastewater Treatment Plant
Nitrate Reduction Improvements Project**

Amendment 3 - Scope of Services and Fee

**Prepared for
City of Roseville
May 21, 2019**

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700 – RIN program support				\$209,647	\$209,647
Total	\$1,412,112	\$467,853	\$225,014	\$234,880	\$2,339,859

City of Roseville Nitrate Reduction Improvements Amendment 3 Fee Estimate

[illegible]

ORDINANCE NO. 6134

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 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 Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements project, per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$151,028.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Todd Jordan, Senior Engineer

FISCAL YEAR: 2020

PREPARER NAME & TITLE: Todd Jordan, Senior Engineer

COUNCIL DATE (if applicable): August 21, 2019

DEPARTMENT/DIVISION: Environmental Utilities/Wastewater

ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6230	6587	84001	400083	234,880	DCWWTP Nitrate Reduction project
			TOTAL	234,880	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6230	4293	84001	400083	83,852	SPWA Partner Reimbursement
					(35.7% partner share, remainder funded by City)
			TOTAL	83,852	

NET ADJUSTMENT	151,028	
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6230				151,028	Wastewater rehab fund balance reduction
TOTAL				151,028	

Justification for Budget Adjustment:

This regional project (DCWWTP Nitrate Reduction) requires \$234,880 more in funding. The City's portion is 64.3% and the remaining 35.7% will be reimbursed by the SPWA partners (South Placer Municipal Utilities District and Placer County). Challenges stemming from adjusted construction duration, a high level of complexity of project improvements, an extended startup and testing period, ongoing RIN support, as well as operational needs have necessitated that additional support be provided by Brown and Caldwell.

		REQUIRED APPROVALS: 	
REQUESTING DEPARTMENT HEAD / DESIGNEE		DATE 	BUDGET MANAGER / DESIGNEE 
		DATE 	DATE 
CHIEF FINANCIAL OFFICER / DESIGNEE 		CITY MANAGER / DESIGNEE 	
Dennis Kauffman.		DATE	
BUDGET DEPARTMENT USE ONLY:			
POSTED BY		DATE	

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 0228
File #: 0600-02

Title: Out-of-State Travel Request - Environmental Utilities Department
Contact: Rachel Tooker 916-746-1551 rtooker@roseville.ca.us

Meeting Date: 8/21/2019
Item #: 7.18.

RECOMMENDATION TO COUNCIL

The Environmental Utilities Department recommends City Council approve out-of-state travel for the Utility Exploration Center Marketing and Communications Analyst to attend the City-County Communications and Marketing Association (3CMA) Conference in Denver, Colorado in September 2019.

BACKGROUND

3CMA is the national organization that brings together local government communicators. The organization's conference provides training, peer networking, and information on best practices in sharing information with residents, businesses, and community stakeholders. Their Savvy awards reviews more than 750 entries each year and showcases work judged to be the best in the country.

The Roseville Utility Exploration Center (UEC) has been selected to receive a 2019 Savvy Award for excellence in "Go Green Communication Program Efforts." This national honor recognizes the UEC's Home for the Holidays exhibit and related educational outreach. The Marketing and Communications Analyst will attend the conference and represent the UEC at the awards ceremony.

The Market and Communications Analyst had budgeted funds to attend an Adobe MAX workshop and training in November in Los Angeles. Attendance at this workshop will be deferred to a future year to enable attendance at 3CMA.

FISCAL IMPACT

The estimated total travel, lodging, and registration cost is \$2,434.00. The \$2,090.00 that had been allocated for the Adobe MAX Conference will be applied to this cost and the difference can be covered from the current budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

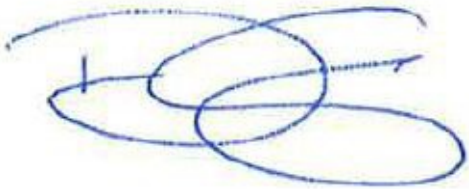
ENVIRONMENTAL REVIEW

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

Rachel Tooker, Interpretive Services Supervisor

Richard Plecker, Environmental Utilities Director

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

Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 0227
File #: 0600-02

Title: Out-of-State Travel Request - Environmental Utilities Department
Contact: Rachel Tooker 916-746-1551 rtooker@roseville.ca.us

Meeting Date: 8/21/2019
Item #: 7.19.

RECOMMENDATION TO COUNCIL

The Environmental Utilities Department recommends City Council approve out-of-state travel for two Utility Exploration Center (UEC) staff members to attend the Water Environment Federation (Federation) Conference in Chicago, Illinois in September 2019.

BACKGROUND

The Federation is a national organization devoted to assisting water quality professionals in the protection of public health and the environment. The Federation annually presents a national technical exhibition and conference, the largest of its kind in North America.

The UEC has been selected to receive a Public Communication and Outreach Programs award from the Federation for its wastewater educational programming. This national honor will be presented at the conference. It recognizes the UEC's educational outreach on wastewater-related topics, the Waste-a-Palooza family event, and the Big Trucks Summer.

Two Interpretive Services Specialist staff members will attend the Federation's conference to represent the UEC at the awards event. In addition, they will attend sessions and the exhibit hall to gain a national perspective on wastewater-related education and outreach strategies. While in Chicago, they will visit the Museum of Science and Industry and Field Museum for best practices in science-based education.

FISCAL IMPACT

The estimated total travel, lodging, and registration cost of \$5,779.04 will be covered in the UEC and Wastewater Utility budgets.

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. Approval of out-of-state travel meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Rachel Tooker, Interpretive Services Supervisor

Richard Plecker, Environmental Utilities Director

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

Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 0236

File #: 1002 & 1002-1 & 0201-01

Title: Pleasant Grove Wastewater Treatment Plant - Purchase and Sale Agreement and Budget Adjustment

Contact: Devin Whittington 916-774-5783 dwhittington@roseville.ca.us

Meeting Date: 8/21/2019

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council (1) adopt a resolution authorizing the City Manager to execute a Purchase and Sale Agreement with West Roseville, LLC and all assignments, and authorizing the City Manager or his designee to execute all escrow related documents for 21.11 acres in West Roseville for buffer space in the amount of \$4,828,000 and (2) approve a budget adjustment of \$1,500,000 to increase the contribution of the Wastewater Operations Fund to the EU Land Acquisition project to fully fund this purchase.

BACKGROUND

The City's Pleasant Grove Wastewater Treatment Plant is located in West Roseville, on West Park Drive. The facility is situated near residential development to the west, south and east, industrial to the north and the new West Park High School, currently under construction, to the east. The facility is planned for expansion, in the coming year, to increase capacity to meet current development plans. With development encroaching closer to the plant's boundaries, the City would like to secure additional property as buffer.

The property south of the Pleasant Grove Wastewater Treatment Plant is 21.11 acres and zoned light industrial and would provide additional buffer. Also, in the event the property is needed for operational uses, since the City would already own it, it would not need to be acquired through eminent domain. The property is currently owned by West Roseville, LLC.

The City had two appraisals performed to determine the value of the property and ensure the City was receiving the best price possible. The City and West Roseville, LLC settled on a mutually agreeable price of \$4,828,000.00 for 21.11 acres. The funding for this acquisition will come from the Environmental Utilities (EU) Land Acquisition Capital Improvement Project (CIP), in the FY2019-20 budget.

FISCAL IMPACT

This purchase requires a budget adjustment transferring \$1,500,000.00 from the Wastewater Operations Fund to the EU Land Acquisition project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not Applicable.

ENVIRONMENTAL REVIEW

This property is being acquired by the City to act as buffer to surrounding development. Accordingly, there are no development plans for the property. 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 purchase and sale agreement to acquire buffer property meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Devin Whittington, Refuse & Stormwater Manager

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

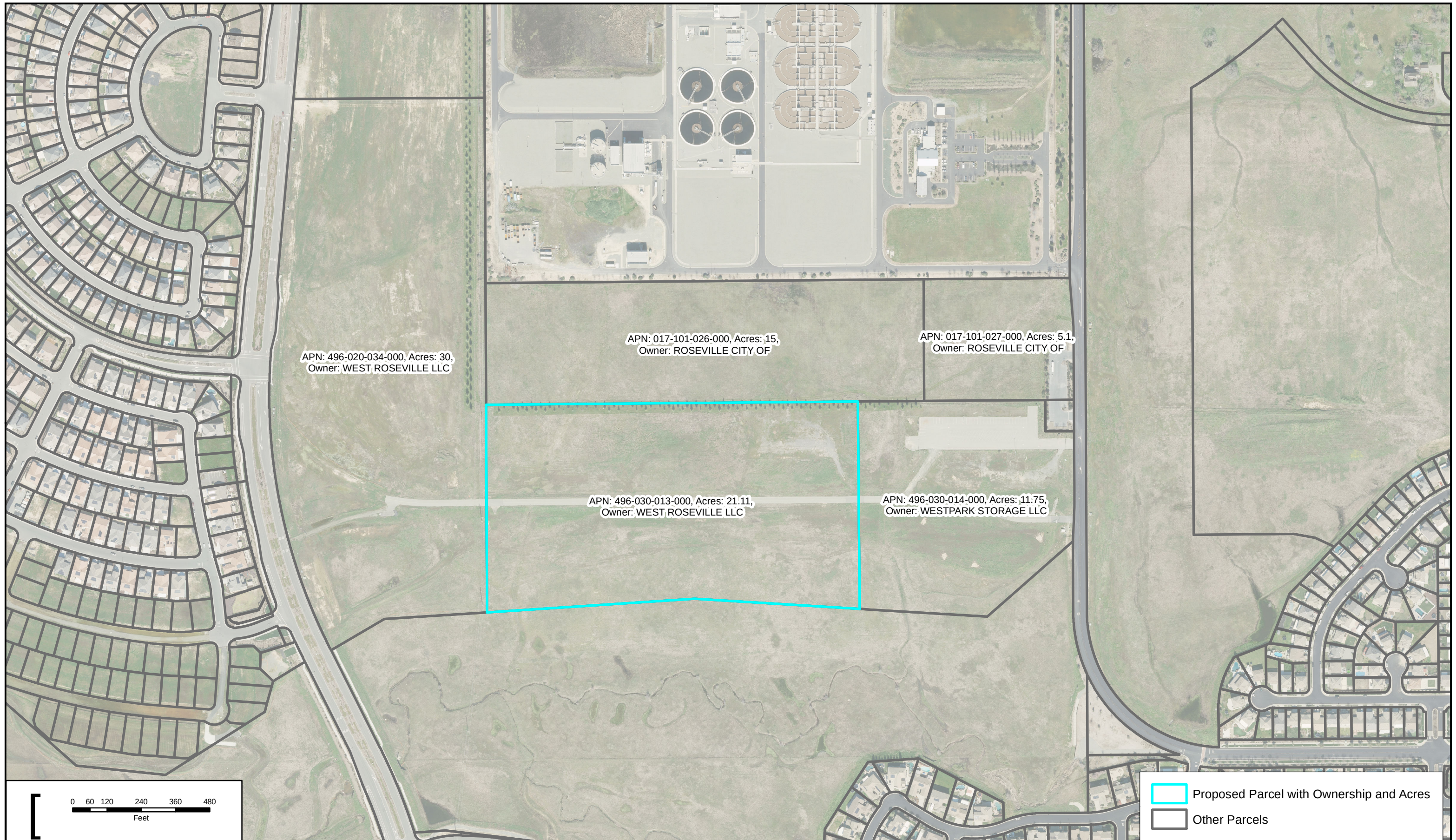
Property map

Resolution No. 19-373

Purchase of Sale Agreement

Ordinance No. 6137

Budget Adjustment



RESOLUTION NO. 19-373

APPROVING A PURCHASE AND SALE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST ROSEVILLE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL ESCROW RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the City's Pleasant Grove Wastewater Treatment Plant is located in West Roseville, on West Park Drive; and

WHEREAS, the facility is planned for expansion to increase capacity to meet current development plans; and

WHEREAS, the property south of the Pleasant Grove Wastewater Treatment Plant is 21.11 acres and zoned light industrial and would provide additional buffer; and

WHEREAS, the property, referred to as Resultant Lot 26, Phase 4, is currently owned by West Roseville, LLC; and

WHEREAS, the Purchase and Sale Agreement and Escrow Instructions of Resultant Lot 26, Phase 4, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Purchase and Sale Agreement and Escrow Instructions for the purchase of Resultant Lot 26, Phase 4 is hereby approved and the City Manager or his designee is authorized to execute it and all escrow related documents 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

**PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS
(Westpark: Resultant Lot 26, Phase 4)**

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this “**Agreement**”) is made effective as of _____, 2019 (the “**Effective Date**”), by and between the **CITY OF ROSEVILLE**, a municipal corporation (“**Buyer**”), and **WEST ROSEVILLE, LLC**, a California limited liability company (“**Seller**”).

RECITALS

A. Seller is the owner of certain real property located in the City of Roseville (the “**City**”), County of Placer (the “**County**”), State of California, which (1) is commonly referred to as Resultant Lot 26, (2) contains approximately 21.11 acres of land, and (3) is part of a mixed-use, master-planned community commonly referred to as “**Westpark**” (as further described in Section 1.1, the “**Property**”).

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Property.

C. City Council has reviewed this Agreement and, pursuant to Resolution No. _____, passed and adopted by a _____ affirmative vote of City Council on _____, 2019, City Council has authorized the execution of this Agreement by the City Manager.

D. Seller and Buyer, therefore, desire to enter into this Agreement to provide for the purchase and sale of the Property, pursuant to the terms set forth herein.

AGREEMENT

Now, therefore, the parties hereby agree as follows:

ARTICLE 1.

PROPERTY; PURCHASE AND SALE

1.1. Property Defined. As used herein, the term “**Property**” shall mean the Land, Improvements and Intangible Property, each as defined in this Section 1.1.

1.1.1. Land. The real property more particularly described on Schedule 1.1.1, together with all easements, appurtenances, development rights, mineral rights, water rights, air rights, and all other rights and privileges appertaining thereto (collectively, the “**Land**”).

1.1.2. Improvements. Any buildings, structures, fixtures and other improvements affixed to or located on the Land, expressly excluding any utility, right-of-way or landscaping improvements dedicated (or intended under the Existing Entitlements (as defined below) to be dedicated) to the City or a utility company (collectively, the “**Improvements**”). The Land and the Improvements are collectively referred to herein as the “**Real Property**.”

1.1.3. Intangible Property. Subject to the terms of Section 1.1.4 below, any and all of Seller's right, title and interest in and to (a) the work product, agreements, warranty rights, indemnities, guarantees, claims, actions, awards, defenses and similar rights related to the ownership, operation and development of the Real Property and (b) all permits, licenses, approvals, entitlements and authorizations issued by any governmental agency or authority to the extent applicable to the Real Property, together with an assumption of the obligations related to the Real Property thereunder arising from and after the Closing (as defined below) and expressly excluding any breach or default by Seller thereunder (collectively, the "**Intangible Property**").

1.1.4. Excluded Property. Buyer acknowledges and agrees that, notwithstanding anything to the contrary contained herein, the items described in Schedule 1.1.4 (collectively, the "**Excluded Property**") (a) are not included as part of the Property to be sold and conveyed to Buyer pursuant to this Agreement and (b) shall be retained and reserved by Seller at Closing.

1.2. Agreement of Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller.

1.3. Independent Consideration; Purchase Price.

1.3.1. Independent Consideration. Within twenty-one (21) days after the Effective Date, Buyer will pay One Hundred Dollars (\$100.00) (the "**Independent Consideration**") to Seller outside of Escrow (as defined below) as independent consideration for Buyer's right and option to terminate this Agreement based upon Buyer's disapproval of Buyer's due diligence inspection of the Property as provided in Section 3.3 below, which Independent Consideration is immediately (a) fully earned by Seller, (b) non-refundable under any circumstances, and (c) not applicable to the Purchase Price.

1.3.2. Purchase Price. The purchase price for the Property shall be Four Million Eight Hundred Twenty Eight Thousand and No/100ths Dollars (\$4,828,000.00) (the "**Purchase Price**"), which Buyer shall pay in Good Funds (as hereinafter defined) at Closing (as defined below) through Escrow (as defined below).

1.3.3. Good Funds. All payments and cash deposits required under this Agreement shall be made in good funds either by certified bank or cashier's check or by federal wire transfer of immediately available funds ("**Good Funds**").

1.4. Escrow.

1.4.1. Opening Escrow. Upon receipt of a fully executed copy of this Agreement, Placer Title Company (located at the address set forth in Section 11.4 below) ("**Escrow Holder**") shall open escrow pursuant hereto (the "**Escrow**") and deliver the Acknowledgement of Escrow Holder attached to this Agreement.

1.4.2. Escrow Instructions. This Agreement shall constitute the initial instructions for the Escrow; provided, however, that each party may provide closing or other instructions for the Escrow that do not conflict with this Agreement. The parties shall, on demand, execute those additional escrow instructions not inconsistent herewith and deposit with

the Escrow Holder all instruments and funds as may be necessary and appropriate to close the transaction in accordance with this Agreement. In case of any conflict between them, this Agreement will supersede the Escrow Holder's form of general instructions or general provisions for the Escrow to the extent of such conflict.

ARTICLE 2.

TITLE AND SURVEY

2.1. Review of Title Documents. Prior to the Effective Date, Seller caused to be delivered to Buyer a preliminary report for the Property issued by Escrow Holder (the "**Preliminary Report**"), together with legible copies of all documents evidencing exceptions to title referred to therein (collectively, the "**Title Documents**"). Buyer shall have until 5:00 p.m. (Pacific Time) on October 7, 2019 (the "**Title Approval Date**") to either approve the exceptions contained in the Preliminary Report, Title Documents and any exceptions arising from any ALTA/NSPS survey Buyer desires to obtain during the Contingency Period at Buyer's expense, or to notify Seller in writing (the "**Title Objection Notice**"), specifying any exceptions and/or survey matters to which Buyer objects (the "**Title Objections**"). If Buyer fails to deliver to Seller the Title Objection Notice by the Title Approval Date, Buyer shall be deemed to have accepted and approved all exceptions contained in the Title Documents and any exceptions arising from any ALTA/NSPS survey Buyer obtains. Seller shall have a period of five (5) business days after Seller's receipt of the Title Objection Notice (the "**Seller's Response Date**") (a) to agree to remove some or all of the Title Objections prior to the Closing and to inform Buyer in writing of the same or (b) to advise Buyer in writing that Seller will not agree to remove some or all of the Title Objections (the "**Title Response Notice**"). If Seller fails to timely deliver to Buyer the Title Response Notice, it shall be conclusively deemed that Seller has elected not to remove any of the Title Objections. If Seller advises Buyer in its Title Response Notice that it will not remove nor agree to remove some or all of the Title Objections (or Seller is deemed to have so advised Buyer), then Buyer shall have until 5:00 p.m. (Pacific Time) on the date that is five (5) business days after the Seller's Response Date to advise Seller, in writing, whether Buyer elects to waive such objections and proceed with the acquisition of the Property subject to the Title Objections or to terminate this Agreement. If Buyer fails to timely deliver such notice, Buyer shall conclusively be deemed to have elected to terminate this Agreement. Seller shall have until the Closing Date to remove those specified Title Objections, if any, which Seller has agreed to remove in the Title Response Notice. Notwithstanding the foregoing, by the Closing Date or in connection with the Closing, Seller shall remove or cause to be removed all monetary liens, all UCC-1 filings with respect to the Property, if any, and all monetary encumbrances affecting the Property (other than current taxes and assessments not yet due and payable).

2.2. Permitted Exceptions. The following matters are deemed approved by Buyer and hereinafter referred to as the "**Permitted Exceptions**":

2.2.1. those title exceptions and matters set forth in the Title Documents that are accepted and approved by Buyer pursuant to Section 2.1;

2.2.2. the lien of all ad valorem real estate taxes, special taxes and assessments not yet delinquent as of the date of Closing, subject to proration as herein provided;

2.2.3. to the extent coverage is excluded from the form of policy issued at Closing, local, state and federal laws, ordinances or governmental regulations, including, but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Real Property;

2.2.4. items shown on a survey or that would be shown based on a physical inspection of the Real Property;

2.2.5. subject to the provisions of this Agreement, the usual printed exceptions and exclusions contained in such title insurance policies;

2.2.6. matters required pursuant to the Existing Entitlements;

2.2.7. matters caused by or on behalf of or consented to in writing by Buyer; and

2.2.8. matters contemplated by this Agreement.

2.3. Title Insurance. At Closing, Seller shall convey the Real Property to Buyer by execution and delivery of the Deed (as defined below). As a condition to Closing, the Escrow Holder shall be prepared to issue an ALTA Standard Coverage Owner's Policy of Title Insurance with Western Regional Exceptions covering the Real Property, in the full amount of the Purchase Price, subject only to the Permitted Exceptions (the "**Title Policy**"). It is understood that Buyer may request a number of endorsements to the Title Policy (collectively, "**Buyer's Endorsements**") or elect to obtain an ALTA Extended Coverage Owner's Policy of Title Insurance ("**ALTA Extended Coverage Policy**"). If Buyer elects to obtain any Buyer's Endorsements or an ALTA Extended Coverage Policy, then (a) Buyer shall satisfy itself during the Contingency Period (as defined below) that Escrow Holder will be willing to issue such Buyer's Endorsements or issue the ALTA Extended Coverage Policy at the Closing, (b) the issuance of such Buyer's Endorsements or the ALTA Extended Coverage Policy shall not be a condition to Closing, (c) in no event shall Seller be obligated to provide any indemnity or other document in order to issue such Buyer's Endorsements or the ALTA Extended Coverage Policy, except that Seller shall provide an affidavit to remove any exceptions for parties in possession and an indemnity reasonably required by Escrow Holder in order to issue a 101.4 mechanic's lien endorsement (excluding coverage for any work performed by or on behalf of Buyer), (d) in no event shall the Closing Date be extended to permit Buyer to obtain such Buyer's Endorsements or the ALTA Extended Coverage Policy, and (e) Buyer shall timely deliver any survey and other documents required by the Escrow Holder as a condition to the issuance of such Buyer's Endorsements or the ALTA Extended Coverage Policy and pay any additional excess expense associated therewith.

2.4. Rights Upon Termination. If this Agreement is terminated pursuant to Article 2, Section 3.3, or Article 4 through no fault of either party, then (a) all instruments in Escrow shall be returned to the party depositing the same, (b) Buyer shall return to Seller all items previously delivered by Seller to Buyer (except for any electronic copies on Buyer's computer server) and deliver to Seller copies of any final reports received by Buyer relating to any inspection of the Property performed or obtained by Buyer pursuant to this Agreement in accordance with Section 3.1 or otherwise, (c) Buyer and Seller shall each pay one-half (1/2) of all Escrow charges, and (d)

neither party shall have any further rights, obligations or liabilities whatsoever to the other party concerning the Property by reason of this Agreement, except for any indemnity obligations of either party pursuant to the provisions of this Agreement or otherwise expressly stated in this Agreement to survive termination. If this Agreement is terminated pursuant to a breach or default by either party, the provisions of Article 7 shall apply.

ARTICLE 3. **REVIEW OF PROPERTY**

3.1. Right of Inspection. Buyer shall have the right until 5:00 p.m. (Pacific Time) on October 21, 2019 (the “**Contingency Period**”), to conduct, at Buyer’s sole cost and expense, any and all inspections, tests and studies related to the Property that Buyer deems appropriate in connection with Buyer’s proposed acquisition and development of the Property, including, but not limited to an inspection of the physical and environmental condition of the Property, all pursuant to the terms and conditions of this Agreement. Prior to the date hereof, Seller provided to Buyer all documents and materials that are material to the development of the Property and are in Seller’s possession set forth in Schedule 3.1 attached hereto (collectively, the “**Property Documents**”), and, by signing this Agreement, Buyer acknowledges receipt of the same. Notwithstanding the foregoing to the contrary, the Property Documents shall expressly exclude any appraisals, valuations, proformas or economic data related to the Property that has been prepared by or on behalf of Seller, Seller’s corporate documents and documents protected by the attorney-client privilege. Except as otherwise expressly provided in this Agreement, Seller makes no representation or warranty concerning the Property or the Property Documents of any nature whatsoever including, but not limited to, representations and warranties of correctness, accuracy, completeness or fitness for any purpose. Buyer acknowledges and agrees that Buyer is an experienced real estate investor and is well-qualified to independently evaluate, inspect and review the Property. Except as otherwise expressly provided in this Agreement, Buyer is assuming all risks arising out of the use of or reliance on Buyer’s examination of the Property and the Property Documents.

3.1.1. Notice; Insurance. Any on-site inspections of the Real Property may be made upon twenty-four (24)-hours’ prior notice to Seller (either by electronic mail or telephone). Buyer shall require its agents and consultants performing work on the Real Property to maintain the following insurance: (a) commercial general liability and property damage insurance with coverage limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage in any combination of primary and excess insurance which will cover the activities of Buyer on the Real Property and shall name the Seller as an additional insured thereunder; (b) workers’ compensation and employer’s liability insurance in accordance with the provisions of California law; and (c) automobile liability insurance, with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage.

3.1.2. Seller Representative; Invasive Testing; Copies of Reports. Seller may have a representative present during any such inspections. If Buyer desires to do any invasive testing on the Real Property, Buyer shall do so only after notifying Seller and obtaining Seller’s prior written consent thereto, which consent may be subject to any terms and conditions imposed by Seller in its sole discretion. Buyer shall keep the Property free and clear of any liens arising

out of Buyer's entry onto or inspection of the Property. Promptly following any entry upon the Real Property, Buyer shall restore the Real Property to substantially the condition which existed prior to such entry except as otherwise hereinafter provided. Buyer will promptly furnish to Seller copies of any final reports received by Buyer relating to any inspection of the Property, without representation or warranty of any kind (express, implied or otherwise) by Buyer as to the content, completeness, adequacy, truth, fitness for any purpose or accuracy thereof, at no charge to Seller, and without recourse or liability to Buyer. Buyer shall not be required to furnish Seller with copies of any market and economic studies, architectural plans, business plans or other confidential and proprietary information.

3.1.3 Pre-existing Conditions. Buyer shall not be responsible for repairing damage attributable to Buyer's non-negligent exacerbation of any pre-existing conditions on the Property or the acts or omissions of Seller, its agents, invitees, representatives, employees, contractors, subcontractors or consultants.

3.1.4 Survival. The obligations of Buyer set forth in this Section 3.1 shall survive the Closing or any termination of this Agreement and shall not merge with the Deed.

3.2. Indemnification. Buyer agrees to protect, indemnify, defend and hold Seller and its members, managers, shareholders, directors, officers, employees and agents (the "**Seller Indemnitees**") harmless from and against any claim for liabilities, losses, costs, expenses (including reasonable attorneys' fees incurred as a result of such claims or in enforcing this indemnity provision), damages or injuries to the extent arising out of or resulting from the inspection of the Property by Buyer or its agents or consultants; provided, however, that Buyer shall have no responsibility or liability for any of the following: (a) any pre-existing conditions with respect to the Property or the non-negligent exacerbation of any pre-existing conditions on the Property or (b) any damage caused by the acts or omissions of the Seller Indemnitees. Notwithstanding anything to the contrary in this Agreement, such obligation to protect, indemnify, defend and hold the Seller Indemnitees harmless shall survive the Closing or any termination of this Agreement and shall not merge with the Deed.

3.3. Buyer Approval Notice; Right of Termination. Buyer shall have the right to determine, in its sole discretion, whether the Property is suitable for Buyer's desired acquisition and development for any reason whatsoever or no specified reason. If Buyer elects to approve of such matters, Buyer shall provide Seller and Escrow Holder with written notice of such approval (the "**Buyer Approval Notice**") prior to the expiration of the Contingency Period. Buyer may provide notice of its disapproval of such matters and termination of this Agreement at any time prior to the expiration of the Contingency Period. If Buyer fails to deliver the Buyer Approval Notice in a timely manner, Buyer shall conclusively be deemed to have disapproved of the Property. If Buyer disapproves (or is deemed to have disapproved of) the Property, this Agreement shall terminate in accordance with the "no-default" provisions of Section 2.4 above.

3.4. Natural Hazard Disclosure Act. Each party acknowledges that Seller is required to disclose if the Property lies within the following natural hazard areas or zones: (a) a special flood hazard area (any type Zone "A" or "V") designated by the Federal Emergency Management Agency (Cal. Gov. Code § 8589.3); (b) an area of potential flooding shown on a dam failure inundation map designated pursuant to Cal. Gov. Code § 8589.5 (Cal. Gov. Code §

8589.4); (c) a very high fire hazard severity zone designated pursuant to Cal. Gov. Code § 51178 or 51179 (in which event the owner maintenance obligations of Cal. Gov. Code § 51182 would apply) (Cal. Gov. Code § 51183.5); (d) a wildland area that may contain substantial forest fire risks and hazards designated pursuant to Cal. Pub. Resources Code § 4125 (in which event [i] the property owner would be subject to the maintenance requirements of Cal. Pub. Resources Code § 4291 and [ii] it would not be the state's responsibility to provide fire protection services to any building or structure located within the wildland area except, if applicable, pursuant to Cal. Pub. Resources Code § 4129 or pursuant to a cooperative agreement with a local agency for those purposes pursuant to Cal. Pub. Resources Code § 4142) (Pub. Resources Code § 4136); (e) an earthquake fault zone (Pub. Resources Code § 2621.9); or (f) a seismic hazard zone (and, if applicable, whether a landslide zone or liquefaction zone) (Pub. Resources Code § 2694). The parties acknowledge that Seller has employed, or will employ, the services of Property ID, 1001 Wilshire Boulevard, Los Angeles, CA 90017, (800) 626-0106 (or such other company as designated by Seller) (which, in such capacity is herein called "**Natural Hazard Expert**") to examine the maps and other information specifically made available to the public by government agencies for the purpose of enabling the party owning the applicable property to fulfill its disclosure obligations with respect to the natural hazards referred to in California Civil Code Section 1103(c) and to report the result of its examination to the parties in writing. As contemplated in California Civil Code Section 1103.2(b), if an earthquake fault zone, seismic hazard zone, very high fire hazard severity zone or wildland fire area map or accompanying information is not of sufficient accuracy or scale for the Natural Hazard Expert to determine if the applicable property is within the respective natural hazard zone, then for purposes of the disclosure the applicable property shall be considered to lie within such natural hazard zone. The written report (the "**Natural Hazard Disclosure**") prepared by the Natural Hazard Expert regarding the results of its examination fully and completely discharges Seller from its disclosure obligations referred to herein, and, for the purpose of this Agreement, the provisions of Civil Code Section 1102.4 regarding the non-liability of Seller for errors or omissions not within its personal knowledge shall be deemed to apply and the Natural Hazard Expert shall be deemed to be an expert, dealing with matters within the scope of its expertise with respect to the examination and written report regarding the natural hazards referred to above. Without limitation, in no event shall Seller have any responsibility for matters not actually known to Seller. THESE HAZARDS MAY LIMIT BUYER'S ABILITY TO DEVELOP THE PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT THE PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. BUYER MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

3.5. Disclosures Regarding Community Facilities Districts. The Property is currently located within the boundaries of three (3) community facilities districts more specifically described as Westpark Community Facilities District No. 1 ("**CFD No. 1**"), Westpark Community Facilities District No. 2, and the City of Roseville Community Facilities District No. 3 (collectively, the "**CFDs**"). Buyer has investigated and evaluated those matters considered relevant and important concerning the CFDs as an aspect of Buyer's due diligence investigation made during the Contingency Period and, accordingly, will understand the potential financial,

title and other legal impacts of the creation the CFDs or any other “Mello-Roos” type financing. Buyer further accepts the disclosures and notices described on Schedule 3.5 attached hereto.

3.6. Disclosure Regarding Wastewater Treatment Plant and Related Development Rights Easement. The Property is adjacent to the Pleasant Grove Wastewater Treatment Plant (the “**Wastewater Treatment Plant**”). Odors may emanate from the Wastewater Treatment Plant from the normal, non-negligent operation of the Wastewater Treatment Plant. Further, as certain uses are or may become incompatible with the operation of the Wastewater Treatment Plant, the Property may not be used for residential land uses as more particularly set forth in that certain Grant Deed of Development Rights Easement by and between 1600 Placer Investors, LP and the City of Roseville, which was recorded in the Official Records of Placer County, California on November 12, 1998 as Document No. 98-0094050, as subsequently amended (the “**Development Rights Easement**”). Buyer has investigated and evaluated those matters considered relevant and important concerning the Wastewater Treatment Plant and the Development Right Easement as an aspect of Buyer’s prior due diligence investigation made during the Contingency Period and, accordingly, will understand the potential financial, title and other legal impacts of the Wastewater Treatment Plant and the Development Rights Easement. Buyer further acknowledges that this Section 3.6 constitutes written notice to Buyer, in its capacity as grantee under the Development Rights Easement, under Section 10 of the Development Rights Easement of the transfer of any interest in the Servient Property (as defined in the Development Rights Easement).

ARTICLE 4. CLOSING

4.1. Time and Place. Subject to the prior satisfaction of the conditions precedent set forth in Sections 4.7 and 4.8, the closing of the transaction contemplated hereby (the “**Closing**”) shall be held at the offices of Escrow Holder at the address described in Section 11.4 on November 19, 2019 (the “**Closing Date**”). At least one (1) business day prior to the Closing Date, the Purchase Price and all other required funds and documents shall be deposited with Escrow Holder, and Seller and Buyer shall perform the obligations set forth in, respectively, Sections 4.2 and 4.3 below, the performance of which obligations shall be concurrent conditions. If the Closing does not occur on or before the Closing Date, then this Agreement shall automatically terminate in accordance with the applicable provisions (“default” or “no-default”) of Section 2.4 above.

4.2. Seller’s Obligations at or Prior to Closing. At least one (1) business day prior to the Closing Date, Seller shall deliver to Escrow Holder:

4.2.1. a duly executed and notarized grant deed conveying the Real Property to Buyer in the form attached hereto and incorporated herein as Schedule 4.2.1 (the “**Deed**”);

4.2.2. two (2) duly executed original counterparts of the general assignment conveying any interest in the Intangible Property in the form attached hereto and incorporated herein as Schedule 4.2.2 (the “**General Assignment**”);

4.2.3. a duly executed and notarized original counterpart of the assignment and assumption (the “**Development Agreement Assignment**”) of the rights and obligations applicable to the Property under the Development Agreement by and between the City of Roseville and 1600 Placer Investors, LP, which was recorded in the Official Records of Placer County, California on May 28, 2004 as Document No. 2004-0069488, as subsequently amended (the “**Development Agreement**”), in the form attached hereto and incorporated herein as Schedule 4.2.3;

4.2.4. a duly executed and notarized original counterpart of the assignment and assumption (the “**E.S. Agreement Assignment**”) of the rights and obligations applicable to the Property under the School Mitigation Agreement by and between the Roseville City School District, Roseville Fiddymment Land Venture, LLC, and 1600 Placer Investors, LP, which was recorded in the Official Records of Placer County, California on October 14, 2003 as Document No. 2003-0176005, as subsequently amended (the “**E.S. Agreement**”) in the form attached hereto and incorporated herein as Schedule 4.2.4;

4.2.5. a duly executed and notarized original counterpart of the assignment and assumption (the “**H.S. Agreement Assignment**”) of the rights and obligations applicable to the Property under the Amended West Roseville Specific Plan/Mutual Benefit High School Mitigation Agreement by and between Roseville Joint Union High School District, Roseville Fiddymment Land Venture, LLC and 1600 Placer Investors, LP, which was recorded in the Official Records of Placer County, California on November 17, 2004 as Document No. 2004-0153916, as subsequently amended (the “**H.S. Agreement**”) in the form attached hereto and incorporated herein as Schedule 4.2.5;

4.2.6. a duly executed and notarized original counterpart of the assignment and assumption (the “**CBCF Agreement Assignment**”) of the rights and obligations applicable to the Property under the Notice of Conveyance Fee and First Amended and Restated Community Benefit Conveyance Fee Agreement by and between Placer Land Trust, 1600 Placer Investors, LP, and Roseville Fiddymment Land Venture, LLC, which was recorded in the Official Records of Placer County, California on July 14, 2005 as Document No. 2005-0091542, as subsequently amended (the “**CBCF Agreement**”) in the form attached hereto and incorporated herein as Schedule 4.2.6;

4.2.7. a FIRPTA certificate and a CA Real Estate Withholding Certificate (CA Form 593-C), each duly executed by Seller;

4.2.8. such evidence as the Escrow Holder may reasonably require as to the authority of the person or persons executing documents on behalf of Seller;

4.2.9. an executed closing statement reasonably acceptable to Seller; and

4.2.10. (a) if applicable, an affidavit to remove any title exception for parties in possession, (b) documents reasonably requested by Escrow Holder so that it may provide a 101.4 mechanic’s lien endorsement to the Title Policy, and (c) provided that Seller has received at least three (3) business days’ prior notice of the requirement, such affidavits as may be customarily and reasonably required by the Escrow Holder and consistent with this Agreement.

4.3. Buyer's Obligations at or Prior to Closing. At least one (1) business day prior to the Closing Date, Buyer shall deliver to Escrow Holder:

4.3.1. Good Funds in an amount equal to the aggregate of (a) the Purchase Price and (b) the funds required by Buyer pursuant to Sections 4.4 and 4.5 below (collectively, the "**Closing Funds**");

4.3.2. two (2) duly executed original counterparts of the General Assignment;

4.3.3. a duly executed and notarized original counterpart of the Development Agreement Assignment;

4.3.4. a duly executed and notarized original counterpart of the E.S. Agreement Assignment;

4.3.5. a duly executed and notarized original counterpart of the H.S. Agreement Assignment;

4.3.6. a duly executed and notarized original counterpart of the CBCF Agreement Assignment;

4.3.7. such evidence as the Escrow Holder may reasonably require as to the authority of the person or persons executing documents on behalf of Buyer;

4.3.8. an executed closing statement reasonably acceptable to Buyer; and

4.3.9. provided that Buyer has received at least three (3) business days' prior notice of the requirement, such affidavits as may be customarily and reasonably required by the Escrow Holder.

4.4. Credits and Prorations.

4.4.1. Items to be Prorated. All expenses, non-delinquent secured real property taxes, bonds and assessments affecting the Property shall be apportioned as of 12:01 a.m. (Pacific Time), on the day of Closing as if Buyer were vested with title to the Property during the entire day upon which Closing occurs.

4.4.2. Basis of Proration. Seller shall be charged at the Closing, an amount equal to that portion of such taxes and assessments which relates to the period up to the Closing Date and Buyer shall pay the taxes and assessments which relate to the period commencing on the Closing Date. Buyer shall pay all supplemental taxes resulting from the change in ownership and reassessment occurring as of the Closing Date.

4.4.3. Initial Use of Estimates; True Up Based on Final Amounts. Subject to the provisions of Section 4.4.2, any expense amount which cannot be ascertained with certainty as of the Closing Date shall be prorated on the basis of the parties' reasonable estimates of such amount. Once the previously estimated amounts have been finalized, the parties shall prorate these new amounts pursuant to this Agreement and each party shall pay any amount due to a

third party within ten (10) business days after receipt of the final amount. If either party has overpaid an amount based on the prior estimate, the other party shall reimburse the overpaying party within ten (10) business days after receipt of the final amount.

4.4.4. Survival. The provisions of this Section 4.4 shall survive Closing and shall not merge with the Deed.

4.5. Transaction Taxes and Closing Costs.

4.5.1. Seller Costs. Seller shall pay the fees of any counsel representing Seller in connection with this transaction. Seller shall also pay the following costs and expenses (the “**Seller Charges**”):

- (a) the premium for the Title Policy;
- (b) one-half (1/2) of the escrow fee, if any, which may be charged by the Escrow Holder; and
- (c) the fees for recording the Deed, if any, and one-half (1/2) of the recording fees for all documents recorded pursuant to this Agreement after the Deed; and
- (d) any documentary transfer tax or similar tax which becomes payable by reason of the transfer of the Property.

4.5.2. Buyer Costs. Buyer shall pay the fees of any counsel representing Buyer in connection with this transaction. Buyer shall also pay the following costs and expenses (the “**Buyer Charges**”):

- (a) one-half (1/2) of the escrow fee, if any, which may be charged by the Escrow Holder;
- (b) one-half (1/2) of the recording fees for all documents recorded pursuant to this Agreement after the Deed; and
- (c) the additional premium for any ALTA Extended Coverage Policy and any Buyer’s Endorsements.

4.5.3. Miscellaneous Costs. All costs and expenses incident to this transaction and the Closing hereof, and not specifically described above, shall be paid by the party incurring same; and

4.5.4. Survival. The provisions of this Section 4.5 shall survive the Closing and shall not merge with the Deed.

4.6. Closing Procedures. When all of the funds, documents and other items required by Sections 4.2 and 4.3 have been timely deposited into Escrow, Escrow Holder shall Close Escrow as follows:

4.6.1. Record the following documents in the Official Records of Placer County, California in the following order (collectively, the “**Recording Documents**”):

- (a) The Deed;
- (b) The Development Agreement Assignment;
- (c) The E.S. Agreement Assignment;
- (d) The H.S. Agreement Assignment; and
- (e) The CBCF Agreement Assignment;

4.6.2. Issue the Title Policy to Buyer;

4.6.3. Pro rate taxes, assessments and other charges pursuant to Section 4.4;

4.6.4. Pay the Buyer Charges from the Closing Funds;

4.6.5. Pay the Seller Charges from the Closing Funds;

4.6.6. Pay the Purchase Price to Seller from the Closing Funds;

4.6.7. Disburse any remaining Closing Funds to Buyer;

4.6.8. Deliver the following to Seller: conformed copies of the Recording Documents and an original of the General Assignment;

4.6.9. Deliver the following items to Buyer: conformed copies of the Recording Documents and an original of the General Assignment;

4.6.10. Deliver a conformed copy of the H.S. Agreement Assignment to the Roseville Joint Union High School District pursuant to Sections 9 and 11 of the H.S. Agreement; and

4.6.11. Deliver a conformed copy of the CBCF Agreement Assignment to Placer Land Trust pursuant to Section 8.06 of the CBCF Agreement.

If Escrow Holder is unable to simultaneously perform all of the instructions set forth above, Escrow Holder shall notify Buyer and Seller and retain all funds and documents pending receipt of further instructions jointly issued by Buyer and Seller in writing.

4.7. Conditions Precedent to Obligation of Buyer. The obligation of Buyer to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of all of the following conditions, any or all of which may be waived by Buyer in its sole discretion:

4.7.1. On the Closing Date, Buyer shall have received confirmation from the Escrow Holder that the Escrow Holder is irrevocably committed to issue the Title Policy to Buyer

in the form required by Section 2.3 upon the recordation of the Deed and payment of the applicable premium;

4.7.2. All of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the date of Closing; and

4.7.3. Seller shall have performed and observed in all material respects, all covenants and agreements of this Agreement to be performed and observed by Seller as of the date of Closing.

If one or more of the foregoing conditions precedent is not satisfied or waived in writing by the Buyer prior to the Closing Date, then this Agreement shall automatically terminate in accordance with the applicable provisions ("default" or "no-default") of Section 2.4 above.

4.8. Conditions Precedent to Obligation of Seller. The obligation of Seller to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of all of the following conditions, any or all of which may be waived by Seller in its sole discretion:

4.8.1. Buyer has timely delivered the Buyer Approval Notice.

4.8.2. All of the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects as of the date of Closing; and

4.8.3. Buyer shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Buyer as of the date of Closing.

If one or more of the foregoing conditions precedent is not satisfied or waived in writing by the Seller prior to the Closing Date, then this Agreement shall automatically terminate in accordance with the applicable provisions ("default" or "no-default") of Section 2.4 above.

ARTICLE 5.

REPRESENTATIONS AND WARRANTIES

5.1. Representations and Warranties of Seller. Seller acknowledges that the execution of this Agreement by Buyer is made in material reliance by Buyer on each and every one of the representations and warranties made by Seller in this Section 5.1, which shall be effective as of the Effective Date and as of the Closing Date. Seller hereby represents and warrants to Buyer that:

5.1.1. Organization and Authority. Seller is duly organized and validly existing and in good standing under the laws of the State of California. Seller has the necessary authority, power and capacity to own the Property and to enter into this Agreement and the documents and transactions contemplated herein and to carry out the obligations of this Agreement and the documents and transactions contemplated herein. Seller has good right, full power and absolute authority to sell, assign and transfer the Property to Buyer in the manner contemplated herein. Excepting the actions required by Seller during the term of this

Agreement, Seller has taken all necessary or desirable actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of, this Agreement and the sale and transfer of the Property by Seller to Buyer. This Agreement is a legal, valid and binding obligation of the Seller, enforceable against it in accordance with its terms subject to: (a) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally; and (b) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.

5.1.2. Condemnation; Other Legal Actions. Except to the extent disclosed in the Property Documents, to Seller's actual knowledge: (a) there are no eminent domain or other legal actions (including, without limitation, suit, arbitration, judicial reference, legal, administrative or other proceeding or governmental investigation) existing or threatened against the Property or against Seller which would invalidate this Agreement and (b) Seller has received no notice of any condemnation proceedings relating to the Land.

5.1.3. Environmental Conditions. To Seller's actual knowledge, (a) neither Seller nor Seller's predecessors in interest in the Property have released or discharged any Hazardous Substances on, over or under the Land and (b) except as otherwise set forth in the Property Documents, the Real Property is free of any unlawful "contamination" from any "**Hazardous Substances.**" As used herein "**Hazardous Substances**" shall mean any (a) chemical, compound, material, mixture or substance that is defined or listed in, or otherwise classified pursuant to any Environmental Law as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "infectious waste," "toxic waste," "toxic pollutant," or any other formulation intended to define, list or classify substances by reason of deleterious properties or affect, and (b) petroleum, petroleum by- products, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas in such synthetic gas), ash, municipal solid waste steam, drilling fluids, produced waters and other wastes associated with the exploration, development and production of crude oil, natural gas or geothermal resources regardless of quantity or duration, as such terms are defined by any federal, state, county or local law, ordinance, regulation or requirement applicable to any portion of the Real Property and including any regulations promulgated thereunder, as the same exist as of the Effective Date, but excluding any fuels in amounts ordinarily and customarily used or stored in support of the vehicles and equipment utilized on the performance of grading and completion of infrastructure improvements and otherwise in compliance with all Environmental Laws. As used herein "**Environmental Law**" shall mean any and all present and future federal, state or local laws (whether common law, statute, rule, regulation or otherwise), permits, orders and any other requirements of governmental authorities relating to the environment or any Hazardous Substances (as defined below) (including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), and the applicable provisions of the California Health and Safety Code and California Water Code). "**Contamination**" means the presence of Hazardous Substances at the Real Property that requires remediation or cleanup under any applicable law.

5.1.4. No Conflict. Except with respect to any monetary encumbrances to be satisfied by Seller at or prior to Closing, the execution and delivery of this Agreement by Seller, and the execution and delivery of every other document and instrument delivered pursuant hereto

by or on behalf of Seller, and the consummation of the transactions contemplated hereby do not and will not (a) constitute or result in the breach of or default under any written agreement to which Seller is a party or which is recorded of record against the Land; (b) constitute or result in a violation of any order, decree or injunction with respect to which Seller or the Property are bound; (c) cause or entitle any party to have a right to accelerate or declare a default under any written agreement to which Seller is a party or which is recorded of record against the Land; and/or (d) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller is subject. There are no other agreements or options which could create a binding obligation to another party with respect to the Property.

5.1.5. Delivery of Property Documents. Seller has delivered all documents that are in its possession or control that are material to development of the Property (excluding any appraisals, valuations, proformas or economic data related to the Property that has been prepared by or on behalf of Seller, Seller's corporate documents and documents protected by the attorney-client privilege), which documents are more particularly described in Schedule 3.1. To Seller's actual knowledge, the Property Documents are true, correct and complete copies of the documents in Seller's possession.

5.1.6. Districts. To Seller's actual knowledge, there are no other existing or planned special assessment districts applicable to the Land other than the CFD's and any other districts shown on the Preliminary Report or the tax bills for the Property.

5.1.7. Leases. There are no leases, licenses or other agreements to occupy which relate to the Property and there are no parties in possession of the Property as lessees, licensees, tenants at sufferance or trespassers.

5.1.8. Service Agreements. Seller has not entered into any service, maintenance or equipment contracts relating to the Property that will bind the Buyer after the Closing.

5.1.9. Violation of Laws. Seller has received no notices of violations of laws relating to the Property and, to Seller's actual knowledge, there are no known violations of law with respect to the Property.

5.1.10. Material Agreements. As used herein, the term "**Material Agreements**" shall mean the Development Agreement, the E.S. Agreement, the H.S. Agreement and the CBCF Agreement. Each of the Material Agreements is in full force and effect; is binding on the parties thereto; and has not been modified or amended except as indicated in the Property Documents. No party to the Material Agreements is in breach or default under the applicable agreement, and no fact or circumstance exists which, with the passage of time, giving of notice, or both, would constitute a breach or default by any party to one of the Material Agreements.

5.1.11. Non-Foreign Status. Seller is not a "foreign person," as defined in recent amendments to the Internal Revenue Code and, at or prior to each Closing contemplated under this Agreement, agrees to provide to Buyer an affidavit to that effect.

5.1.12. No Bankruptcy. Seller is not bankrupt or insolvent under any applicable Federal or state standard, nor is any proceeding pending whereby Seller has filed for protection or relief under any applicable bankruptcy or creditor protection statute nor has Seller been

threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. Seller is not entering into the transactions described in this Agreement with the intent to defraud any creditor or to prefer the rights of one creditor over any other. The parties have negotiated this Agreement at arms-length and the consideration to be paid represents fair value for the assets to be transferred.

5.1.13. Knowledge. The term “**to Seller’s actual knowledge**” as used in this Agreement means the present, actual knowledge, excluding constructive knowledge or duty of inquiry, of any one or more of the following persons: William Falik, John Murray and Jeff Jones. Notwithstanding any provision contained herein to the contrary, the individuals named in the preceding sentence shall incur no personal liability whatsoever in connection with the foregoing representations and warranties or any other obligation of Seller hereunder, and Buyer shall not name such individual personally in any action or complaint brought in connection with this Agreement or the Property.

5.2. Survival of Seller's Representations and Warranties; Limited Remedies. The representations and warranties of Seller set forth in Section 5.1 hereof shall survive Closing for a period of twelve (12) months. No claim for a breach of any representation or warranty of Seller shall be actionable or payable if the breach in question results from or is based on a condition, state of facts or other matter which was actually known to Buyer prior to the Closing.

5.2.1. Pre-Closing Discovery. If, prior to the Close of Escrow, Buyer becomes aware, from Seller or otherwise, of any inaccuracy or omission in the disclosures, information, or representations previously provided to Buyer by Seller or its consultants or agents, which will have a material, adverse impact on Buyer, the Property or the intended use of the Property, Buyer, as its sole option and remedy, may either (a) terminate this, thereby waiving any claims or actions that Buyer may have against Seller as a result of such inaccuracy or omission, or (b) proceed with the Closing hereunder, thereby waiving any rights that Buyer may have against Seller as a result of such inaccuracy or omission with respect to the Property. Buyer agrees that, under no circumstances, shall Buyer be entitled to purchase the Property hereunder and then bring any claim or action against Seller for damages as a result of such inaccuracy or omission if actually known to Buyer prior to Closing. If Buyer elects to terminate this Agreement pursuant to this Section 5.2.1, neither party shall have any further liability or obligations hereunder, except those that expressly survive termination.

5.2.2. Post-Closing Discovery. Notwithstanding any provision to the contrary contained in this Agreement or any documents executed by Seller pursuant to or in connection with this Agreement, if the Close of Escrow occurs, the maximum aggregate liability of Seller, and the maximum aggregate amount which may be awarded to and collected by Buyer, for a breach of any representation by Seller discovered after a Close of Escrow shall not exceed Two Hundred and Fifty Thousand Dollars (\$250,000) excluding any award of attorney’s fees pursuant to Section 11.16 herein.

5.3. Representations, Warranties and Covenants of Buyer. Buyer hereby acknowledges that the execution of this Agreement by Seller is made in material reliance by Seller on each and every one of the representations and warranties made by Buyer in this Section 5.3. Buyer hereby represents and warrants to Seller that:

5.3.1. Authority. From and after the Effective Date, Buyer has the full right and authority to enter into this Agreement and to consummate or cause to be consummated the transaction contemplated by this Agreement and this Agreement has been, and on a Closing Date, all documents to be executed by Buyer hereunder will have been, duly authorized, executed and delivered by Buyer. This Agreement is a legal, valid and binding obligation of Buyer, enforceable against it in accordance with its terms subject to: (a) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally; and (b) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.

5.3.2. No Conflict. The execution and delivery of this Agreement by Buyer, the execution and delivery of every other document and instrument delivered pursuant hereto by or on behalf of Buyer, and the consummation of the transactions contemplated hereby do not and will not (a) constitute or result in the breach of or default under any oral or written agreement to which Buyer is a party; (b) constitute or result in a violation of any order, decree, or injunction with respect to which Buyer is bound; (c) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Buyer is a party; and/or (d) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Buyer is subject.

5.3.3. Pending Transactions, Suits or Proceedings. Buyer has not been served with, and to Buyer's actual knowledge there is no, litigation or arbitration pending or threatened before any court or administrative agency against Buyer's performance hereunder and there are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor-relief laws pending or threatened against Buyer.

5.3.4. Experienced Developer. Buyer is an experienced purchaser and developer of land and is familiar with the kinds of land use and development issues that typically impact the developability of property. By the end of the Contingency Period, Buyer will have been afforded a period of time to perform such due diligence as Buyer believes is reasonably necessary to make the decision to consummate the transactions described in this Agreement.

ARTICLE 6.

OPERATION AND DEVELOPMENT OF THE PROPERTY

6.1. Operation of Property. From the Effective Date hereof until the Closing or earlier termination of this Agreement:

6.1.1 Maintenance. Seller shall use commercially reasonable efforts to maintain the Property in a manner generally consistent with the manner in which Seller has maintained the Property prior to the date hereof. Notwithstanding any provision contained herein to the contrary, Seller shall have no duty to (a) construct any additional improvements, whether public or private or whether on or off the Real Property; (b) satisfy any condition of approval of any nature with respect to the Property whether on or off the Real Property; (c) other than the payment of prorated taxes and other recurring expenses attributable to the Property, as of the Closing Date, pay any fee of any nature with respect to the Property; or (d) obtain any further

subdivision maps, consents, permits, entitlements, easements, rights of way, certificates, rights and agreements required from the City or County or any other governmental or quasi-governmental entities or private sources to develop, improve and market the Property.

6.1.2 Material Agreements. Seller shall provide copies of any and all notices of default and other notices under the Material Agreements to Buyer promptly upon receipt thereof. Seller has and will continue to comply with all material terms and provisions of the Material Agreements and will utilize commercially reasonable efforts to ensure (through an enforcement action or otherwise) that the parties to the Material Agreements comply with all of their material obligations under the applicable Material Agreement. Seller will not terminate, amend, extend or otherwise modify any of the Material Agreements (as they apply to the Property) without Buyer's prior written consent (which shall not be unreasonably withheld, conditioned or delayed).

6.2. Storm Water Matters.

6.2.1 Current Status of Real Property. Seller hereby discloses that the Real Property is not presently subject to a Notice of Intent ("NOI") or a Storm Water Pollution Prevention Plan ("SWPPP"); and that, if and when conditions warrant the same, Buyer shall file its own NOI and/or SWPPP in compliance with the federal general permit (as amended to comply with the California general permit). Without limiting the generality of the foregoing, Buyer acknowledges that if any construction activity is conducted on the Real Property by Buyer, or by any subsequent purchaser, the party commencing the construction activity shall be obligated to comply with all requirements of the federal Clean Water Act of 1972 with respect to the use of and construction on the Real Property, and all applicable laws, rules and requirements, relating thereto, including, but not limited to, obtaining a General Permit from the State Regional Water Resources Control Board as required by the National Pollutant Discharge Elimination System (collectively, the "**Clean Water Requirements**").

6.2.2 Seller's Obligations. Seller shall solely be responsible for complying with all Clean Water Requirements affecting or governing the Real Property prior to the Closing Date, at Seller's sole cost and expense. Seller shall protect, indemnify, defend and hold harmless Buyer, its partners, and their respective partners, members, officers, directors, shareholders, employees and authorized agents from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional, expert or consultants' fees and costs incurred as a result of such claims or in enforcing this indemnity provision) of every kind and nature whatsoever (collectively, "**Clean Water Claims**") which may arise from or in any manner relate (directly or indirectly) to Seller's breach of its obligations under this Section 6.2.2 which occur before the Closing.

6.2.3 Buyer's Obligations. As of the Closing, Buyer shall solely be responsible for complying with all Clean Water Requirements with respect to the Real Property which first arise from and after the Closing. Buyer shall protect, indemnify, defend and hold harmless Seller, its partners, and their respective partners, members, officers, directors, shareholders, employees and authorized agents from and against any and all Clean Water Claims which may

arise from or in any manner relate (directly or indirectly) to Buyer's breach of its obligations under this Section 6.2.3 which occur from and after the Closing.

6.3. Entitlements.

6.3.1 Existing Entitlements. The Property is currently subject to the following land use entitlements (collectively, the "**Existing Entitlements**");

(a) The City of Roseville General Plan 2020, as amended (the "**General Plan**");

(b) The West Roseville Specific Plan, as amended (the "**Specific Plan**");

(c) The Final Map of Westpark – Phase 4, Large Lot Subdivision, Subdivision No. 0000176, recorded in the Official Records of Placer County, California on August 16, 2013, in Book CC of Maps at Page 53, as amended by that certain Lot Line Adjustment, recorded in the Official Records of Placer County, California on January 22, 2018 as Document No. 2018-0003316-00;

(d) The Development Agreement;

(e) Zoning designations consistent with items (a) – (d); and

(f) Certain regulatory permits issued by the California Regional Water Quality Control Board, United States Army Corps of Engineers and the United States Fish and Wildlife Service (collectively, the "**Agency Permits**").

6.4. Other Fees. Buyer acknowledges and agrees that other fees have already been established, or may be imposed in the future by the City, Roseville City School District or Roseville Joint Union High School District, based upon current or proposed development of the Real Property (including, without limitation, development, connection and mitigation fees) and, as between Buyer and Seller, Buyer shall be responsible for the same. Seller agrees not to propose any new or additional fees that may affect the Property.

6.5. School Fees and Reimbursements.

6.5.1. Roseville City School District. Buyer shall pay the school fees for the Real Property if and when required by the E.S. Agreement.

6.5.2. Roseville Joint Union High School District. Buyer shall pay the school fees for the Real Property if and when required by the H.S. Agreement.

6.5.3. Assignment of Reimbursement Under the E.S. Agreement. Buyer hereby acknowledges that, to the extent a shortfall exists between (1) the total of available State funds and impact fees collected under the E.S. Agreement and (2) the cost to construct the school facilities required by the E.S. Agreement, Seller is required to advance a pro rata share of the funds required to construct necessary school facilities. Such advances shall be repaid to Seller

through Roseville City School District's acquisition of future State funds and impact fees. Further, Buyer acknowledges that, to the extent the total amount of State funds and impact fees collected by Roseville City School District for the acquisition of school sites and construction of school facilities within the Plan Area (as defined in the E.S. Agreement) exceeds the total cost to acquire such sites and construct such facilities, the surplus State funds and impact fees shall be paid to the master developers within the Plan Area (including, but not limited to, Seller). Effective as of the Close of Escrow, Buyer, for itself and all future successors and assigns under the E.S. Agreement, hereby assigns to Seller any right to payment/reimbursement of State funds and/or impact fees under the E.S. Agreement that Buyer may now have or that may accrue to Buyer in the future, by reason of Buyer's payment of school fees under Section 6.5.1.

6.6. Prevailing Wages. Seller and Buyer hereby acknowledge establishment of CFD No. 1 in relation to the completion and acquisition of public improvements in the course of the development of the Westpark community. Seller and Buyer hereby acknowledge and agree that, if and when applicable, construction, alteration, demolition, installation, or repair work, or any part thereof, performed in the course of the development of the portions of the Westpark community owned by the parties, including but not limited to works of public improvement required as a condition of regulatory approval, shall comply with Chapter 1 of Part 7 of Division 2 of the California Labor Code (the "Prevailing Wage Law"). Each party agrees that with respect to any sale of portions of the Westpark community owned by the parties to other than a third party homebuyer by such party, the selling party shall include in the disposition documents a corresponding covenant binding the transferee and its successors in interest to comply with the Prevailing Wage Law, if and when applicable, to the transferee's (or its successors') construction of improvements on such transferred property. For avoidance of doubt, the foregoing covenant shall not apply to any dedications of easements or fee interests to a public or quasi-public entity.

6.7. Project Labor Agreement. Buyer acknowledges that Westpark is the subject of Project Labor Agreement for West Roseville Specific Plan Area Project (Westpark), dated September 1, 2004 (the "PLA"). A copy of the PLA is included within the Property Documents.

6.8. Interstate Land Sales Full Disclosure Act. Seller has not registered any portion of Westpark, including the Property, with the Interstate Land Sales Registration Division of the Department of Housing and Urban Development ("OILSR") pursuant to the Interstate Land Sales Full Disclosure Act [15 U.S.C. 1701 through 1720 and its implementing regulations in 24 CFR 1700, et seq] ("Act"). The Property is exempt from registration under the Act in this transaction. Even though exempt from registration, the anti-fraud provisions of the Act may still apply. Buyer agrees that it will not engage in any course of conduct or publish any statement that would violate the anti-fraud provisions of the Act. In order to preserve Seller's exemption (and for Buyer's protection), Buyer shall either register the Property under OILSR before a sale to any third party or qualify under one or more exemptions provided in the Act.

6.9. Survival. The provisions of this Article 6 shall survive the Close of Escrow.

ARTICLE 7. DEFAULT

7.1. Default. If the sale of the Property as contemplated hereunder is not consummated due to a party's (the "**Defaulting Party**") default hereunder, then the non-defaulting party (the "**Non-Defaulting Party**") shall be entitled to elect between the following remedies, as the Non-Defaulting Party's sole and exclusive remedy: (a) to terminate this Agreement or (b) upon the satisfaction of the following conditions, pursue the remedy of specific performance: (i) no later than the closing date, the Non-Defaulting Party shall have deposited into escrow all documents and funds required of the Non-Defaulting Party under this Agreement in order to close escrow, (ii) Defaulting Party fails to close escrow within five (5) business days after the Closing Date, and (iii) Non-Defaulting Party commences and files an action for specific performance within sixty (60) calendar days following the Closing Date.

7.2. WAIVER OF RIGHT TO RECORD LIS PENDENS. THE NON-DEFAULTING PARTY EXPRESSLY WAIVES ANY RIGHT UNDER CALIFORNIA CODE OF CIVIL PROCEDURE, PART II, TITLE 4.5 (SECTIONS 405-405.61) OR AT COMMON LAW OR OTHERWISE TO RECORD OR FILE A LIS PENDENS OR A NOTICE OF PENDENCY OF ACTION OR SIMILAR NOTICE AGAINST ALL OR ANY PORTION OF THE PROPERTY IN CONNECTION WITH ANY ALLEGED DEFAULT BY DEFAULTING PARTY HEREUNDER. NOTWITHSTANDING THE FOREGOING TO THE CONTRARY, IF THE NON-DEFAULTING PARTY TIMELY SATISFIES THE REQUIREMENTS OF SECTION 7.1(b)(i), (ii) AND (iii), THE NON-DEFAULTING PARTY MAY FILE A LIS PENDENS AGAINST THE PROPERTY IN ORDER TO PROVIDE RECORD NOTICE OF THE SUBJECT ACTION FOR SPECIFIC PERFORMANCE.

7.3. WAIVER OF CONSEQUENTIAL DAMAGES. EACH PARTY HEREBY WAIVES ITS RIGHT TO SEEK LOST PROFITS OR CONSEQUENTIAL DAMAGES OR INDIRECT DAMAGES OR PUNITIVE DAMAGES OF ANY SUM AS A RESULT OF THE OTHER PARTY'S DEFAULT UNDER THIS AGREEMENT.

ARTICLE 8. BROKER

8.1. Buyer's Broker. Buyer hereby discloses that Julie Cline and Gina Wong of Interwest Consulting Group are California licensed real estate brokers and are acting exclusively as Buyer's broker in this transaction (collectively, the "**Buyer's Broker**"). Buyer shall be solely and exclusively responsible for paying any commission due and owing to Buyer's Broker.

8.2. No Seller's Broker. Seller is not represented by a broker in this transaction. However, Seller discloses that William Falik is a California licensed real estate broker serving exclusively as a principal of Seller in this transaction. Buyer acknowledges and agrees that neither Seller nor William Falik is representing Buyer in any way, or is acting as the agent of Buyer in any way, and that none of them owes any fiduciary or other special duty to Buyer.

8.3. Indemnity. With respect to the transaction contemplated by this Agreement, Buyer and Seller each represent that, except for Buyer's Broker, it has not had any contacts nor

dealings with a real estate broker or any other party entitled to a commission or finder's fee as a procuring cause of the sale contemplated herein. Each party hereto agrees that if any person or entity makes a claim for brokerage commissions or finder's fees related to the sale of the Property by Seller to Buyer, and such claim is made by, through or on account of any acts or alleged acts of said party or its representatives, said party will protect, indemnify, defend and hold the other party free and harmless from and against any and all loss, liability, cost, damage and expense (including reasonable attorneys' fees incurred as a result of such claims or in enforcing this indemnity provision) in connection therewith. The provisions of this paragraph shall survive Closing or any termination of this Agreement.

ARTICLE 9.

DISCLAIMERS AND WAIVERS

9.1. Indemnification by Buyer. From and after the Closing, Buyer hereby agrees to protect, indemnify, defend and hold harmless the Seller Indemnitees (excluding Seller's agents) of and from any and all third party claims, demands, actions, suits or proceedings (collectively, the "**Claims**") asserted against Seller or the other Seller Indemnitees and from all loss, liability, expense resulting from such Claims (including reasonable attorneys' fees, court costs, reasonable costs of investigation and expert witnesses incurred as a result of such claims or in enforcing this indemnity provision), or damages, (collectively, "**Damages**") if the basis of the Claims with respect to this Agreement or the Property, first accrue after the Close of Escrow, and only to the extent such Claims are caused by or arise from Buyer's entitlement, development, marketing, or sale of the Property. Buyer's indemnity, defense and hold harmless obligations under this Section 9.1 shall not extend to Claims arising from: (a) injuries to persons or property related to the Property that occurs entirely prior to the Closing, (b) any breach of Seller's representations, warranties, covenants, or obligations set forth in this Agreement, or a breach or default by Seller under any of the Existing Entitlements, (c) Seller's fraud, willful misconduct or sole negligence, (d) any actions or omissions of Seller after the Closing, and (e) any conditions existing prior to the Closing, including the existence of Hazardous Substances on, under, adjacent to or otherwise affecting the Property. The term Seller Indemnitees shall not include any third party agents, consultant, contractor or subcontractor (and for purposes of this Section 9.1 such parties shall not be deemed Seller Indemnitees), it being acknowledged and agreed that Buyer has no liability or indemnity obligation to such parties and Buyer shall have the right to pursue any and all rights and remedies against any third party consultant, contractor or subcontractor including without limitation pursuant to the guaranties, warranties and indemnities assigned to Buyer in connection with this Agreement, and such claims shall not be subject to the provisions of this Section 9.1.

9.2. No Reliance on Documents. Except as expressly stated in this Agreement: (a) Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller or its brokers or agents to Buyer in connection with the transaction contemplated hereby; (b) all materials, data and information delivered by Seller to Buyer in connection with the transaction contemplated hereby are provided to Buyer as a convenience only and any reliance on or use of such materials, data or information by Buyer shall be at the sole risk of Buyer; and (c) neither Seller, nor any affiliate of Seller, nor the person or entity which prepared any report or reports (other than the Intangible Property) delivered by Seller to Buyer shall have any liability to Buyer for any inaccuracy in or omission from any such reports.

9.3. AS IS SALE; DISCLAIMERS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT (INCLUDING SECTION 5.1), SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY “AS IS, WHERE IS, WITH ALL FAULTS”, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES AND COVENANTS OF SELLER CONTAINED IN THIS AGREEMENT, BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER, THE MANAGERS OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD “AS IS.”

BUYER REPRESENTS AND COVENANTS TO SELLER THAT BUYER IS AN EXPERIENCED REAL ESTATE INVESTOR AND HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER’S INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER’S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER’S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS,

CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, EXCEPT AS MAY OTHERWISE BE EXPRESSLY SET FORTH OTHERWISE IN THIS AGREEMENT.

IN CONNECTION THEREWITH, BUYER EXPRESSLY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES THAT:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

BUYER, BEING AWARE OF THIS CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

Buyer's Initials: mp

Seller's Initials: AA

9.4. Survival of Disclaimers. The provisions of this Article 9 shall survive Closing and shall not merge with the Deed.

ARTICLE 10. DISCLOSURES AND BUYER ASSUMED OBLIGATIONS

10.1. Disclosures. Seller hereby discloses the following information to Buyer, and Buyer acknowledges that, prior to the expiration of the Contingency Period, Buyer shall fully understand the effects that the disclosures have on the Property and on Buyer's acquisition of the Property.

10.1.1. Property Documents. The Property is subject to the terms, conditions, obligations, restrictions, agreements, covenants and provisions of all of the Property Documents. Buyer hereby confirms receipt of the Property Documents on or prior to the Effective Date of this Agreement. Buyer is encouraged to familiarize itself with all of the Property Documents. As of the Contingency Period, if Buyer approves the Property, Buyer shall be deemed to have satisfied itself regarding the terms, conditions, obligations, restrictions and provisions of all of the Property Documents and all other aspects of or related to the Property.

10.1.2. Reimbursements. As previously stated, the payment of various fees and costs may lead, or has led, to reimbursements under various agreements with governmental agencies or private parties, including, but not limited to, reimbursements or credits associated with or paid by or in connection with any specific plan(s), the City, CFD No. 1, owners within the Westpark community, the Roseville City School District, Roseville Schools, LLC, the Placer Land Trust or adjacent land owners or interested third party or any other source. Any such reimbursements are and shall remain the sole property of Seller.

ARTICLE 11. MISCELLANEOUS

11.1. Confidentiality. Prior to the Closing, Buyer and its representatives shall hold in confidence all data and information obtained with respect to Seller or its business or the

Property, whether obtained before or after the execution and delivery of this Agreement, and shall not disclose the same to others; provided, however, that Buyer may disclose (a) prior to the Closing, to the employees, lenders, consultants, accountants and attorneys of Buyer, any such data and information, if such persons agree to treat such data and information as confidential, (b) on and after the Closing, to the public, the fact that Buyer has acquired the Property, and (c) at any time, to governmental officials or third parties (including the public, respecting information contained in public reports), any such data and information as may be required to comply with Buyer's reporting requirements under law. If this Agreement is terminated or Buyer fails to perform hereunder, Buyer shall promptly return to Seller any statements, documents, schedules, exhibits or other written information obtained from Seller in connection with this Agreement or the transaction contemplated herein, and Buyer shall deliver to Seller copies of any reports received by Buyer relating to any inspection of the Property in accordance with Section 3.1. The provisions of this Section 11.1 shall survive Closing or any termination of this Agreement.

11.2. Public Disclosure. Prior to the Closing, any release to the public of information with respect to the sale as contemplated herein or any matters set forth in this Agreement (collectively, the "**Information**") will be made only in the form approved by Buyer and Seller. The foregoing shall be subject to Buyer's obligations under the California Public Records Act (California Government Code §§ 6250 et seq.) (the "**PRA**") to the extent the PRA is applicable to any Information to be released to the public. Buyer shall promptly notify Seller in writing upon the receipt of a public records request with respect to any Information to be released to the public. The provisions of this Section 11.2 shall survive any termination of this Agreement.

11.3. Assignment. Subject to the provisions of this Section 11.3, the terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto. Neither party may assign its rights under this Agreement without first obtaining the other party's written approval, which approval may not be unreasonably withheld.

11.4. Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Any notice so given shall be deemed to have been given upon receipt or refusal to accept delivery. Notwithstanding the foregoing, notice sent by facsimile or electronic mail is not a valid means of notice under this Section 11.4. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to the Buyer:	City of Roseville 2005 Hilltop Circle Roseville, California 95747 Attention: Devin Whittington, Refuse and Stormwater Utility Manager Telephone: (916) 774-5783 Electronic Mail: dwhittington@roseville.ca.us
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With a copy to: City of Roseville
311 Vernon Street
Roseville, California 95678
Attention: Michelle Sheidenberger, Assistant City Attorney
Telephone: (916) 774-5325
Electronic Mail: msheidenberger@roseville.ca.us

If to Seller: West Roseville, LLC
1420 Rocky Ridge Drive, Suite 265
Roseville, California 95661
Attention: John Murray/Jeff Jones/John Tallman
Telephone: (916) 774-3400
Electronic Mail: johnm@wpcommunities.com;
jeff@wpcommunities.com;
johnt@wpcommunities.com

With copy to: Bill Falik
100 Tunnel Road
Berkeley, California 94705
Telephone: (510) 540-5960
Electronic Mail: billfalik@gmail.com

With copy to: Marc Stice, Esq.
Stice & Block, LLP
2335 Broadway, Suite 201
Oakland, California 94612
Telephone: (510) 735-0032
Electronic Mail: mstice@sticeblock.com

If to Escrow Holder: Placer Title Company
1508 Eureka Road, Suite 150
Roseville, California 95661
Attention: Tracy Murphy
Telephone: (916) 782-3711
Electronic Mail: tmurphy@placertitle.com

11.5. Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

11.6. Entire Agreement. This Agreement, including the exhibits and schedules hereto, contains the entire agreement between the parties hereto pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

11.7. Further Assurances; Cooperation. Each party agrees that it will execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate the transaction contemplated by this Agreement. Specifically, Buyer and Seller recognize that a number of agreements affect the development of the Property and may require certain consents and/or amendments. Buyer and Seller mutually covenant and agree that they will cooperate with each other and utilize commercially reasonable efforts in order to obtain or enter into any such consents and/or amendments (a) that are required to transfer the Property and Property Documents to Buyer in accordance with this Agreement, or (b) as may otherwise be required or reasonably requested by Buyer in connection with its development of the Property or the entitlements for the Property, including, without limitation, any consents or amendments to the Property Documents; provided, however, that Seller shall not be obligated to provide an amendment or consent to a document which would result in a material or detrimental impact on Seller's development of any adjoining or nearby property. The provisions of this Section 11.7 shall survive Closing.

11.8. Counterparts. This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

11.9. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect; provided that the invalidity or unenforceability of such provision does not materially and adversely affect the benefits accruing to any party hereunder.

11.10. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State in California. Buyer and Seller agree that the provisions of this Section 11.10 shall survive the Closing or any termination of this Agreement.

11.11. No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party; and, accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

11.12. Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

11.13. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to take effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

11.14. Recordation. This Agreement may not be recorded by any party hereto without the prior written consent of the other party hereto. The provisions of this Section 11.14 shall survive the Closing or any termination of this Agreement.

11.15. Date of Performance. If the date on which any performance required hereunder is other than a business day, then such performance shall be required as of the next following business day.

11.16. Attorneys' Fees. If either party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

11.17. Nonmerger. Except as otherwise expressly set forth herein, the terms and provisions of this Agreement, including without limitation all obligations, releases and indemnities of the parties hereto, shall survive the Closing and shall not merge into the Deed.

11.18. Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform. The provisions of this Section 11.18 shall survive the Closing.

11.19. Exhibits. The following exhibits are attached to this Agreement and are incorporated herein by reference:

Schedule 1.1.1	Legal Description of Land
Schedule 1.1.4	Excluded Property
Schedule 3.1	Property Documents
Schedule 3.5	CFD Disclosures
Schedule 4.2.1	Deed
Schedule 4.2.2	General Assignment
Schedule 4.2.3	Development Agreement Assignment
Schedule 4.2.4	E.S. Agreement Assignment
Schedule 4.2.5	H.S. Agreement Assignment
Schedule 4.2.6	CBCF Agreement Assignment

[Remainder of page intentionally left blank]
[Signature page(s) follow]

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 City of Roseville on the ____ day of _____, 2019, and Seller has caused this Agreement to be executed, each as of the Effective Date.

BUYER:

CITY OF ROSEVILLE,
a municipal corporation

By: _____
DOMINICK CASEY
City Manager

SELLER:

WEST ROSEVILLE, LLC,
a California limited liability company

By: _____
Name: JEFF JONES
Title: Manager

ATTEST:

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

By: Richard D. Plecker
RICHARD D. PLECKER
Environmental Utilities Director

ACKNOWLEDGMENT

Escrow Holder executes this Acknowledgment below for the purpose of acknowledging that, as of the date set forth below, it has received a fully executed copy of the foregoing Purchase and Sale Agreement and Escrow Instructions made by and between Buyer and Seller, and agrees to be bound by the provisions of the including, without limitation, the instructions set forth in Section 1.4 thereof.

ESCROW HOLDER:

PLACER TITLE COMPANY

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE 1.1.1

LEGAL DESCRIPTION OF LAND

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

All that real property situated within the Southeast one-quarter of Section 23, Township 11 North, Range 5 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California and being a portion of Lot 26 as shown on that certain Final Map entitled " Westpark-Phase 4 Large Lot Subdivision, Subdivision No. 000176" recorded on August 16, 2013 in Book CC of Maps, at Page 53, Placer County Records and being more particularly described as follows:

Beginning at the Northwest corner of said Lot 26, marked by a 5/8" rebar stamped " LS 7944"; thence coincident with the North line of said Lot 26, North 89° 30' 25" East a distance of 1301.59 feet; thence leaving said North line of Lot 26, South 00° 29' 35" East a distance of 725.64 feet to the South line of said Lot 26; thence coincident with said South line of Lot 26 for the following two (2) courses and distances:

1. North 86° 28' 44" West a distance of 578.59 feet to a 5/8" rebar stamped " LS 4533"; and
2. South 86° 14' 46" West a distance of 728.29 feet to the Southwest corner of said Lot 26 marked by a 5/8" rebar stamped " LS 7944";

thence coincident with the West line of said Lot 26, North 00° 16' 50" West a distance of 726.57 feet to the point of beginning.

Pursuant to the Lot Line Adjustment recorded January 22, 2018, Instrument No. 2018-3316, Official Records.

APN: 496-030-013-000

SCHEDULE 1.1.4

EXCLUDED PROPERTY

Reimbursements for Planning and Entitlement costs provided for in Section 4.2.4 of the Development Agreement.

Reimbursements for Infrastructure benefiting third parties provided for in Section 4.2.2 of the Development Agreement.

Any reimbursement provided for in Section 3.12 of the Development Agreement.

Any other reimbursement provided for in Article 4 of the Development Agreement.

Remaining funds in the Construction Account for Westpark Community Facilities District No. 1.

Reimbursements provided for in the Funding Construction and Acquisition Agreement Westpark Community Facilities District No. 1 (City of Roseville) between City of Roseville and PL Roseville, LLC dated August 24, 2005.

Reimbursements provided for in the First Amendment to Funding Construction and Acquisition Agreement Westpark Community Facilities District No. 1 (City of Roseville) between City of Roseville and PL Roseville, LLC dated August 8, 2006.

Reimbursements provided for in the Second Amendment to Funding Construction and Acquisition Agreement Westpark Community Facilities District No. 1 (City of Roseville) between City of Roseville and West Roseville, LLC dated January 19, 2011.

Reimbursements provided for in the Third Amendment to Funding Construction and Acquisition Agreement Westpark Community Facilities District No. 1 (City of Roseville) between City of Roseville and West Roseville, LLC dated April 18, 2012.

Reimbursements provided for in the Fourth Amendment to Funding Construction and Acquisition Agreement Westpark Community Facilities District No. 1 (City of Roseville) between City of Roseville and West Roseville, LLC, dated June 5, 2013.

Pay-As-You-Go proceeds from special taxes collected by the City from Westpark Community Facilities District No. 1.

Reimbursement for Infrastructure benefiting third parties from special taxes collected by the City from Westpark Community Facilities District No. 1.

Reimbursement or credits as a result of the E.S. Agreement for school facilities construction, land acquisition or state schools facilities construction program.

Repayment under the terms of certain Promissory Notes for the sale of school sites to the Roseville City School District or Roseville Schools, LLC.

Repayment of advances for certain habitat studies and land purchases due under the Stipulated Settlement Agreement in the matter of Defenders of Wildlife, and Butte Environmental Council (Plaintiffs) and Gale Norton, US Fish and Wildlife Service and U.S. Army Corps of Engineers (Defendants) and 1600 Placer Investors, L. P, and Roseville Fiddymment Land Venture, LLC (Intervenors).

Any of the Existing Entitlements to the extent they apply to property other than the Property.

SCHEDULE 3.1

PROPERTY DOCUMENTS

Section A - Agency Permits:

- California Department of Fish and Game 1602 Permit (Notification No. 1600-2001-0161-R2), January 24, 2012
- City of Roseville WRSP Open Space Operation and Management Plan, October 1, 2004
- City of Roseville WRSP Open Space Operations and Management Plan Updated Figures, July 2009
- City of Roseville, Correspondence regarding status of Grassland Mitigation, March 25, 2010
- California Regional Water Quality Control Board (CRWQCB) 401 Certification, July 2, 2004
- CRWQCB Amended 401 Certification March 30, 2009
- United State Army Corps of Engineers (USACoE) 404 Permit (No. 200200666), October 27, 2004
- USACoE Amended 404 Permit, March 17, 2005
- USACoE 404 Permit Modification (Fiddymont Property), October 4, 2005
- USACoE 404 Permit Modification (Fiddymont Property), July 5, 2006
- USACoE 404 Permit Modification (Westpark Property), July 26, 2006
- USACoE 404 Permit Modification (Fiddymont Property), July 9, 2009
- USACoE 404 Permit 5 yr Extension, December 31, 2015
- USFWS Biological Opinion, March 10, 2005

Section B - Development Agreement:

- Development Agreement, recorded May 28, 2004
- First Amendment, recorded April 20, 2006
- Second Amendment, recorded May 5, 2009
- Third Amendment, recorded February 7, 2011 and re-recorded April 5, 2012
- Fourth Amendment, recorded August 20, 2013
- Fifth Amendment, recorded August 20, 2013
- Sixth Amendment, recorded December 22, 2014
- Seventh Amendment, recorded May 11, 2016
- Eighth Amendment, recorded October 20, 2017

Section C – Entitlements – Phase 4

- Approved LLFM-Phase 4
- Approved Tentative Map – Phase 4
- Conditions of Approval

Section D - School Agreements:

Roseville City School District

- School Mitigation Agreement, recorded October 14, 2003
- Addendum No. 1, recorded February 3, 2006
- Addendum No. 2, recorded April 29, 2014
- Addendum No. 3, recorded November 19, 2015
- Addendum No. 4, recorded June 30, 2016

Roseville Joint Union High School District

- Amended Mutual Benefit High School Mitigation Agreement, recorded November 17, 2004
- First Amendment, recorded July 18, 2006

Section E – CFD's:

- Westpark CFD No. 1 Amended Notice of Special Tax, Amendment No. 2, recorded October 23, 2017
- Westpark CFD No. 2 Amended Notice of Special Tax, Amendment No. 2, recorded October 23, 2017
- City of Roseville CFD No. 3 Notice of Special Tax, recorded October 22, 2004

Section F – Property Tax Bills:

- 2018-2019 Property Tax Bill

Section G - West Roseville Specific Plan

Section H - WRSP Final EIR Documents

Section I - CC&Rs:

- Master Declaration of Covenants, Conditions and Restrictions for Westpark, recorded December 8, 2004
- First Amendment, recorded March 9, 2006 and re-recorded April 21, 2006
- Certification of Assignment of Declarant's Rights, recorded December 31, 2009
- Second Amendment, recorded April 27, 2012

Section J - Phase 1 Environmental Site Assessments:

- Environmental Site Assessment Placer 1600 Property, prepare by Wallace Kuhl & Associates (WKA No. 4356.01), December 13, 1999
- Environmental Site Assessment Update Placer 1600 Acre Property, prepared by Wallace Kuhl & Associates (WKA No. 4356.02), September 16, 2004.

Section K - Geotechnical Reports:

- Geotechnical Engineering Report, Placer 1600 Westpark, prepared by Wallace Kuhl & Associates (WKA No. 5842.02), October 19, 2004.
- Geotechnical Engineering Report, Westpark Phase 1 Infrastructure West Roseville Specific Plan, prepared by Wallace Kuhl Associates (WKA No. 5824.01), February 13, 2004.
- Geotechnical Engineering Report, Westpark Detention Basin, prepared by Wallace Kuhl & Associates (WKA No. 9340.01), January 12, 2012.

Section L - WRSP CEQA Litigation Settlement Documents:

- Stipulated Settlement Agreement – Sierra Club, et. al.
- Project Labor Agreement, dated September 3, 2004

SCHEDULE 3.5

CFD DISCLOSURES

CFD NO. 1 DISCLOSURE

**NOTICE OF SPECIAL TAXES
(WESTPARK CFD No. 1)**

ROSEVILLE, CALIFORNIA

TO: THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY KNOWN AS:

All that real property situated within the Southeast one-quarter of Section 23, Township 11 North, Range 5 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California and being a portion of Lot 26 as shown on that certain Final Map entitled " Westpark- Phase 4 Large Lot Subdivision, Subdivision No. 000176" recorded on August 16, 2013 in Book CC of Maps, at Page 53, Placer County Records and being more particularly described in the contract to purchase the property.

THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR ENTERING INTO A CONTRACT TO PURCHASE THIS PROPERTY. THE SELLER IS REQUIRED TO GIVE YOU THIS NOTICE AND TO OBTAIN A COPY SIGNED BY YOU TO INDICATE THAT YOU HAVE RECEIVED AND READ A COPY OF THIS NOTICE.

(1) This property is subject to special taxes imposed by the districts or groups listed in this Notice of Special Taxes, which are in addition to the regular property taxes and any other charges, fees, special taxes, and benefit assessments on the parcel. These special taxes may not be imposed on all parcels within the City of Roseville. If you fail to pay any of these taxes when due each year, the property may be foreclosed upon and sold.

YOU SHOULD TAKE EACH OF THESE TAXES AND THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH EACH OF THEM PAYS INTO ACCOUNT IN DECIDING WHETHER TO BUY THIS PROPERTY.

(2) The special taxes described in this Paragraph 2 will be imposed on this property because it is part of new development within Westpark, and are not generally imposed upon property outside of Westpark. Different portions of Westpark and the West Roseville Specific Plan Area may be affected differently by this district. The special tax district, the maximum special tax which may be levied against this parcel during the 2004/2005 tax year, the amount by which it is anticipated to increase, the length of time that the special tax may be levied, and a brief description of the authorized facilities which are being paid for by the special taxes, and by the money received from the sale of bonds which are being repaid by the special taxes, are as follows:

District:	Westpark Community Facilities District No. 1
Maximum Tax for	
2004/2005 Base Year:	N/A

Increase: 2% per annum
Facilities: Infrastructure improvements and other purposes
Term: Ongoing

This District has been formed. Some of the facilities which will be the subject of this District have not been constructed or acquired and it is possible that some may never be constructed or acquired.

YOU MAY OBTAIN INFORMATION REGARDING THE WESTPARK COMMUNITY FACILITIES DISTRICT NO. 1, WHICH SPECIFIES MORE PRECISELY HOW THE SPECIAL TAX FOR THAT DISTRICT IS APPORTIONED AND HOW THE PROCEEDS OF THE TAX FOR THAT DISTRICT WILL BE USED, BY CALLING:

City of Roseville (800) 755-6864
(Regarding the Westpark Community Facilities District No. 1)

THERE MAY BE A CHARGE FOR THESE DOCUMENTS,
NOT TO EXCEED THE REASONABLE COST OF PROVIDING
THE DOCUMENTS.

THE BUYER ACKNOWLEDGES THAT BUYER IS A SOPHISTICATED REAL ESTATE INVESTOR WHO IS FAMILIAR WITH COMMUNITY FACILITIES DISTRICTS AND THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 53341.5, THAT BUYER HAS REVIEWED OR HAS HAD THE OPPORTUNITY TO REVIEW THE RESOLUTIONS OF FORMATION FOR THE DISTRICTS DESCRIBED ABOVE AND THE MANNER IN WHICH THE SPECIAL TAXES ARE APPORTIONED AND HOW THE PROCEEDS OF THE TAXES WILL BE USED, THAT BUYER HAS REVIEWED OR HAS HAD THE OPPORTUNITY TO REVIEW THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH THE SPECIAL TAXES WILL BE LEVIED IN DECIDING WHETHER TO PURCHASE THE PROPERTY, AND THAT BUYER SHALL ASSUME THE RESPONSIBILITY TO NOTIFY ANY AND ALL SUBSEQUENT PURCHASERS OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, INDIVIDUAL PURCHASERS OF COMPLETED RESIDENTIAL UNITS, IN ACCORDANCE WITH THE REQUIREMENTS OF SUCH GOVERNMENT CODE SECTION 53341.5.

THE BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS RECEIVED A COPY OF THIS NOTICE. BUYER UNDERSTANDS THAT BUYER MAY TERMINATE THE PURCHASE AGREEMENT AFTER RECEIVING THIS NOTICE WITHIN THREE DAYS AFTER THE EXECUTION OF THE PURCHASE AGREEMENT, OR BY THE END OF THE FEASIBILITY PERIOD, WHICHEVER IS LATER, BY GIVING WRITTEN NOTICE IN ACCORDANCE WITH SECTION 11.4 OF THE PURCHASE AGREEMENT.

CFD NO. 2 DISCLOSURE

**NOTICE OF SPECIAL TAXES
(WESTPARK CFD No. 2)**

ROSEVILLE, CALIFORNIA

TO: THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY KNOWN AS:

All that real property situated within the Southeast one-quarter of Section 23, Township 11 North, Range 5 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California and being a portion of Lot 26 as shown on that certain Final Map entitled " Westpark- Phase 4 Large Lot Subdivision, Subdivision No. 000176" recorded on August 16, 2013 in Book CC of Maps, at Page 53, Placer County Records and being more particularly described in the contract to purchase the property.

THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR ENTERING INTO A CONTRACT TO PURCHASE THIS PROPERTY. THE SELLER IS REQUIRED TO GIVE YOU THIS NOTICE AND TO OBTAIN A COPY SIGNED BY YOU TO INDICATE THAT YOU HAVE RECEIVED AND READ A COPY OF THIS NOTICE.

(1) This property is subject to special taxes imposed by the districts or groups listed in this Notice of Special Taxes, which are in addition to the regular property taxes and any other charges, fees, special taxes, and benefit assessments on the parcel. These special taxes may not be imposed on all parcels within the City of Roseville. If you fail to pay any of these taxes when due each year, the property may be foreclosed upon and sold.

YOU SHOULD TAKE EACH OF THESE TAXES AND THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH EACH OF THEM PAYS INTO ACCOUNT IN DECIDING WHETHER TO BUY THIS PROPERTY.

(2) The special taxes described in this Paragraph 2 will be imposed on this property because it is part of new development within Westpark, and are not generally imposed upon property outside of Westpark. Different portions of Westpark and the West Roseville Specific Plan Area may be affected differently by this district. The special tax district, the maximum special tax which may be levied against this parcel during the 2004/2005 tax year, the amount by which it is anticipated to increase, the length of time that the special tax may be levied, and a brief description of the authorized facilities which are being paid for by the special taxes, and by the money received from the sale of bonds which are being repaid by the special taxes, are as follows:

District:	Westpark Community Facilities District No. 2
Maximum Tax for	
2004/2005 Base Year:	N/A
Increase:	4% per annum

Facilities: Landscape corridor, parks, and open space maintenance
Term: Ongoing

This District has been formed. Some of the facilities which will be the subject of this District have not been constructed or acquired and it is possible that some may never be constructed or acquired.

YOU MAY OBTAIN INFORMATION REGARDING THE WESTPARK COMMUNITY FACILITIES DISTRICT NO. 2, WHICH SPECIFIES MORE PRECISELY HOW THE SPECIAL TAX FOR THAT DISTRICT IS APPORTIONED AND HOW THE PROCEEDS OF THE TAX FOR THAT DISTRICT WILL BE USED, BY CALLING:

City of Roseville (800) 755-6864
(Regarding the Westpark Community Facilities District No. 2)

THERE MAY BE A CHARGE FOR THESE DOCUMENTS,
NOT TO EXCEED THE REASONABLE COST OF PROVIDING
THE DOCUMENTS.

THE BUYER ACKNOWLEDGES THAT BUYER IS A SOPHISTICATED REAL ESTATE INVESTOR WHO IS FAMILIAR WITH COMMUNITY FACILITIES DISTRICTS AND THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 53341.5, THAT BUYER HAS REVIEWED OR HAS HAD THE OPPORTUNITY TO REVIEW THE RESOLUTIONS OF FORMATION FOR THE DISTRICTS DESCRIBED ABOVE AND THE MANNER IN WHICH THE SPECIAL TAXES ARE APPORTIONED AND HOW THE PROCEEDS OF THE TAXES WILL BE USED, THAT BUYER HAS REVIEWED OR HAS HAD THE OPPORTUNITY TO REVIEW THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH THE SPECIAL TAXES WILL BE LEVIED IN DECIDING WHETHER TO PURCHASE THE PROPERTY, AND THAT BUYER SHALL ASSUME THE RESPONSIBILITY TO NOTIFY ANY AND ALL SUBSEQUENT PURCHASERS OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, INDIVIDUAL PURCHASERS OF COMPLETED RESIDENTIAL UNITS, IN ACCORDANCE WITH THE REQUIREMENTS OF SUCH GOVERNMENT CODE SECTION 53341.5.

THE BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS RECEIVED A COPY OF THIS NOTICE. BUYER UNDERSTANDS THAT BUYER MAY TERMINATE THE PURCHASE AGREEMENT AFTER RECEIVING THIS NOTICE WITHIN THREE DAYS AFTER THE EXECUTION OF THE PURCHASE AGREEMENT, OR BY THE END OF THE FEASIBILITY PERIOD, WHICHEVER IS LATER, BY GIVING WRITTEN NOTICE IN ACCORDANCE WITH SECTION 11.4 OF THE PURCHASE AGREEMENT.

CFD NO. 3 DISCLOSURE

**NOTICE OF SPECIAL TAXES
(CITY OF ROSEVILLE CFD No. 3)**

ROSEVILLE, CALIFORNIA

TO: THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY KNOWN AS:

All that real property situated within the Southeast one-quarter of Section 23, Township 11 North, Range 5 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California and being a portion of Lot 26 as shown on that certain Final Map entitled " Westpark- Phase 4 Large Lot Subdivision, Subdivision No. 000176" recorded on August 16, 2013 in Book CC of Maps, at Page 53, Placer County Records and being more particularly described in the contract to purchase the property.

THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR ENTERING INTO A CONTRACT TO PURCHASE THIS PROPERTY. THE SELLER IS REQUIRED TO GIVE YOU THIS NOTICE AND TO OBTAIN A COPY SIGNED BY YOU TO INDICATE THAT YOU HAVE RECEIVED AND READ A COPY OF THIS NOTICE.

(1) This property is subject to special taxes imposed by the districts or groups listed in this Notice of Special Taxes, which are in addition to the regular property taxes and any other charges, fees, special taxes, and benefit assessments on the parcel. These special taxes may not be imposed on all parcels within the City of Roseville. If you fail to pay any of these taxes when due each year, the property may be foreclosed upon and sold.

YOU SHOULD TAKE EACH OF THESE TAXES AND THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH EACH OF THEM PAYS INTO ACCOUNT IN DECIDING WHETHER TO BUY THIS PROPERTY.

(2) The special taxes described in this Paragraph 2 will be imposed on this property because it is part of new development within Westpark, and are not generally imposed upon property outside of Westpark. Different portions of Westpark and the West Roseville Specific Plan Area may be affected differently by this district. The special tax district, the maximum special tax which may be levied against this parcel during the 2004/2005 tax year, the amount by which it is anticipated to increase, the length of time that the special tax may be levied, and a brief description of the authorized facilities which are being paid for by the special taxes, and by the money received from the sale of bonds which are being repaid by the special taxes, are as follows:

District:	City of Roseville Community Facilities District No. 3
Maximum Tax for 2004/2005 Base Year:	\$610 per acre
Increase:	The lessor of i) the combined percentage increase, if any, in the City of Roseville General Fund Operating Budget for police and fire services, or ii) 4 % per annum
Facilities:	Municipal services including police, fire, recreation

Term: programs, libraries and related maintenance
Ongoing

This District has been formed. Some of the facilities which will be the subject of this District have not been constructed or acquired and it is possible that some may never be constructed or acquired.

YOU MAY OBTAIN INFORMATION REGARDING THE CITY OF ROSEVILLE COMMUNITY FACILITIES DISTRICT NO. 3, WHICH SPECIFIES MORE PRECISELY HOW THE SPECIAL TAX FOR THAT DISTRICT IS APPORTIONED AND HOW THE PROCEEDS OF THE TAX FOR THAT DISTRICT WILL BE USED, BY CALLING:

City of Roseville (800) 755-6864
(Regarding the City of Roseville Community Facilities District No. 3)

THERE MAY BE A CHARGE FOR THESE DOCUMENTS,
NOT TO EXCEED THE REASONABLE COST OF PROVIDING
THE DOCUMENTS.

THE BUYER ACKNOWLEDGES THAT BUYER IS A SOPHISTICATED REAL ESTATE INVESTOR WHO IS FAMILIAR WITH COMMUNITY FACILITIES DISTRICTS AND THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 53341.5, THAT BUYER HAS REVIEWED OR HAS HAD THE OPPORTUNITY TO REVIEW THE RESOLUTIONS OF FORMATION FOR THE DISTRICTS DESCRIBED ABOVE AND THE MANNER IN WHICH THE SPECIAL TAXES ARE APPORTIONED AND HOW THE PROCEEDS OF THE TAXES WILL BE USED, THAT BUYER HAS REVIEWED OR HAS HAD THE OPPORTUNITY TO REVIEW THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH THE SPECIAL TAXES WILL BE LEVIED IN DECIDING WHETHER TO PURCHASE THE PROPERTY, AND THAT BUYER SHALL ASSUME THE RESPONSIBILITY TO NOTIFY ANY AND ALL SUBSEQUENT PURCHASERS OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, INDIVIDUAL PURCHASERS OF COMPLETED RESIDENTIAL UNITS, IN ACCORDANCE WITH THE REQUIREMENTS OF SUCH GOVERNMENT CODE SECTION 53341.5.

THE BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS RECEIVED A COPY OF THIS NOTICE. BUYER UNDERSTANDS THAT BUYER MAY TERMINATE THE PURCHASE AGREEMENT AFTER RECEIVING THIS NOTICE WITHIN THREE DAYS AFTER THE EXECUTION OF THE PURCHASE AGREEMENT, OR BY THE END OF THE FEASIBILITY PERIOD, WHICHEVER IS LATER, BY GIVING WRITTEN NOTICE IN ACCORDANCE WITH SECTION 11.4 OF THE PURCHASE AGREEMENT.

SCHEDULE 4.2.1

DEED

**Recording Requested by and
When Recorded Mail to:**

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

Mail Tax Statements to:

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

Placer County APNs: 496-030-013-000

NO RECORDING FEE OR TRANSFER TAX IS
REQUIRED PURSUANT TO GOVERNMENT
CODE §27383 AND REVENUE AND TAX
CODE §11922.

GRANT DEED

For valuable consideration, receipt and adequacy of which are hereby acknowledged, WEST ROSEVILLE, LLC, a California limited liability company ("Grantor"), hereby grants, sells, conveys and transfers to the CITY OF ROSEVILLE, a municipal corporation ("Grantee"), that certain improved real property located in the City of Roseville, Placer County, California, as legally described in Exhibit A attached hereto and incorporated herein (the "Real Property"), together with all improvements, structures and fixtures (other than trade fixtures) (collectively, the "Improvements") located thereon, and all easements, appurtenances, development rights, mineral rights, water rights, air rights, and other rights and privileges belonging or appertaining to the Real Property and Improvements, and all right, title and interest in, to and under adjoining streets, rights of way and access easements (collectively, the "Property").

The property transferred pursuant to this Grant Deed is subject to (a) the terms of that certain Grant Deed of Development Rights Easement, dated September 1, 1998, and recorded in the Official Records of Placer County, California on November 12, 1998 as Document No. 98-0094050, as amended by that certain First Amendment to Grant Deed of Development Rights Easement, dated July 17, 2013, and recorded in the Official Records of Placer County, California on August 29, 2013 as Document No. 2013-0085644-00, and (b) the mitigation payments required under that certain

Amended West Roseville Specific Plan/Mutual Benefit High School Agreement, dated September 20, 2004, and recorded in the Official Records of Placer County, California on November 17, 2004 as Document No. 2004-0153916.

IN WITNESS WHEREOF, Grantor has caused its duly authorized representative to execute this instrument as of the date hereinafter written.

Dated: _____, 20 ____

GRANTOR:

WEST ROSEVILLE, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

Exhibit A
Legal Description of the Property

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

All that real property situated within the Southeast one-quarter of Section 23, Township 11 North, Range 5 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California and being a portion of Lot 26 as shown on that certain Final Map entitled " Westpark-Phase 4 Large Lot Subdivision, Subdivision No. 000176" recorded on August 16, 2013 in Book CC of Maps, at Page 53, Placer County Records and being more particularly described as follows:

Beginning at the Northwest corner of said Lot 26, marked by a 5/8" rebar stamped " LS 7944"; thence coincident with the North line of said Lot 26, North 89° 30' 25" East a distance of 1301.59 feet; thence leaving said North line of Lot 26, South 00° 29' 35" East a distance of 725.64 feet to the South line of said Lot 26; thence coincident with said South line of Lot 26 for the following two (2) courses and distances:

1. North 86° 28' 44" West a distance of 578.59 feet to a 5/8" rebar stamped " LS 4533"; and
2. South 86° 14' 46" West a distance of 728.29 feet to the Southwest corner of said Lot 26 marked by a 5/8" rebar stamped " LS 7944";

thence coincident with the West line of said Lot 26, North 00° 16' 50" West a distance of 726.57 feet to the point of beginning.

Pursuant to the Lot Line Adjustment recorded January 22, 2018, Instrument No. 2018-3316, Official Records.

APN: 496-030-013-000

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 _____)

On this _____ day of _____, 20____, before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

SCHEDULE 4.2.2

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT ("Assignment") dated effective as of _____, 20____ (the "Effective Date"), is entered into by and between WEST ROSEVILLE, LLC, a California limited liability company ("Assignor"), and the CITY OF ROSEVILLE, a municipal corporation ("Assignee").

W I T N E S S E T H:

Assignor, as seller, and Assignee, as buyer, entered into that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 2019 (the "Purchase Agreement") concerning the exchange of certain real property located in the City of Roseville, County of Placer, State of California, as legally described in Exhibit A attached hereto and incorporated herein (the "Real Property"), together with all improvements, structures and fixtures (other than trade fixtures) (collectively, the "Improvements"). Capitalized terms not defined in this Agreement have the meanings given to those terms in the Purchase Agreement.

Under the Purchase Agreement, Assignor is obligated to assign to Assignee any and all of Assignor's right, title, interest and obligations in, to and under assignable intangible personal property owned by Seller relating to the Real Property and Improvements, including, without limitation, the matters set forth Exhibit B, attached hereto, each to the extent applicable to the Real Property, but expressly excluding the excluded property set forth on Exhibit B (collectively, the "Intangible Property").

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

1. Effective as of the Effective Date, Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's right, title, interest and obligations in, to and under the Intangible Property.

2. Effective as of the Effective Date, Assignee hereby accepts and assumes Assignor's right, title, interest and obligations in, to and under the Intangible Property arising from and after the Effective Date and expressly excluding any breach or default by Assignor thereunder.

3. Assignor does hereby covenant with Assignee, and represents and warrants to Assignee, that Assignor has not previously assigned, conveyed, or transferred to any other party, any of its rights to the Intangible Property. Assignor further represents and warrants that Assignor has received no written or any other form of notice that that is pending or currently threatened any litigation or any other disputes or claims pertaining to or affecting the Intangible Property.

4. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or

provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.

5. This Assignment shall be binding upon and inure to the benefit of the successors, permitted assignees, personal representatives, heirs and legatees of all the respective parties hereto.

6. This Assignment shall not merge with or limit any provision of the Purchase Agreement, and the provisions of the Purchase Agreement shall govern and control the rights and obligations of Assignor and Assignee with respect to all matters described therein.

7. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

8. Assignor hereby agrees to protect, indemnify, defend and hold Assignee, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all claims, demands, damages, actions, causes of action, losses, judgments, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) (collectively, "Claims") arising out of or related to any breach of or default under the Intangible Property first arising prior to the Effective Date. Assignee hereby agrees to protect, indemnify, defend and hold Assignor, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all Claims arising out of or related to any breach of or default under the Intangible Property first arising after the Effective Date.

9. This Assignment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart.

10. Assignor and Assignee each agree to perform such further acts and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the assignment contained herein in the manner contemplated hereby.

[Remainder of page intentionally left blank]
[Signature page(s) follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

WEST ROSEVILLE, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

CITY OF ROSEVILLE,
a municipal corporation

By: _____
DOMINICK CASEY
City Manager

ATTEST:

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
RICHARD D. PLECKER
Environmental Utilities Director

Exhibit A
Legal Description of the Real Property

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

All that real property situated within the Southeast one-quarter of Section 23, Township 11 North, Range 5 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California and being a portion of Lot 26 as shown on that certain Final Map entitled " Westpark-Phase 4 Large Lot Subdivision, Subdivision No. 000176" recorded on August 16, 2013 in Book CC of Maps, at Page 53, Placer County Records and being more particularly described as follows:

Beginning at the Northwest corner of said Lot 26, marked by a 5/8" rebar stamped " LS 7944"; thence coincident with the North line of said Lot 26, North 89° 30' 25" East a distance of 1301.59 feet; thence leaving said North line of Lot 26, South 00° 29' 35" East a distance of 725.64 feet to the South line of said Lot 26; thence coincident with said South line of Lot 26 for the following two (2) courses and distances:

3. North 86° 28' 44" West a distance of 578.59 feet to a 5/8" rebar stamped " LS 4533"; and
4. South 86° 14' 46" West a distance of 728.29 feet to the Southwest corner of said Lot 26 marked by a 5/8" rebar stamped " LS 7944";

thence coincident with the West line of said Lot 26, North 00° 16' 50" West a distance of 726.57 feet to the point of beginning.

Pursuant to the Lot Line Adjustment recorded January 22, 2018, Instrument No. 2018-3316, Official Records.

APN: 496-030-013-000

Exhibit B
Description of Intangible Property

[List Intangible Property]

But expressly excluding the following “Excluded Property”:

[List Excluded Property]

SCHEDULE 4.2.3

DEVELOPMENT AGREEMENT ASSIGNMENT

WHEN RECORDED,
RETURN TO:

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO
WEST ROSEVILLE SPECIFIC PLAN DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is entered into this ____ day of _____, 20__ (the “**Effective Date**”), by and between WEST ROSEVILLE, LLC, a California limited liability company (“**Assignor**”), and the CITY OF ROSEVILLE, a municipal corporation (“**Assignee**”).

RECITALS

A. On February 18, 2004, the City of Roseville and 1600 Placer Investors, LP (“**1600 Placer**”) entered into that certain agreement entitled “Development Agreement by and between the City of Roseville, 1600 Placer Investors, LP relative to the West Roseville Specific Plan”, as amended from time to time (hereinafter, the “**Development Agreement**”). Pursuant to the Development Agreement, 1600 Placer agreed to develop the property commonly referred to as “Westpark”, subject to certain conditions and obligation as set forth in the Development Agreement. The Development Agreement was recorded against the Westpark property on May 28, 2004, in the Official Records of Placer County, California as Document No. 2004-0069488.

B. On or about March 21, 2005, 1600 Placer conveyed the Westpark property to PL Roseville, LP (“**PL Roseville**”). On or about December 31, 2009, PL Roseville conveyed a portion of the Westpark property to Assignor. Upon each conveyance, the rights and obligations under the Development Agreement with respect to and as related to the property conveyed were transferred therewith.

C. Assignor has conveyed to Assignee a portion of its property more particularly identified and described in Exhibit A attached hereto (hereinafter the “**Assigned Property**”). The conveyance was pursuant to that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 2019 (the “**Purchase Agreement**”). Assignor desires to assign and Assignee desires to assume certain of Assignor’s right, title, interest, burdens and obligations under the Development Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns to Assignee all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement solely with respect to and as related to the Assigned Property, arising from and after the Effective Date and expressly excluding any prior breach or default by Assignor thereunder and any Excluded Property (as defined in the Purchase Agreement) (the “**Assigned Rights and Obligations**”). As between Assignor and Assignee, Assignor retains all the rights, title, interest, burdens and obligations under the Development Agreement not included within the Assigned Rights and Obligations.

2. Effective as of the Effective Date, Assignee hereby assumes all of the Assigned Rights and Obligations and agrees to observe and fully perform all the duties and obligations of Assignor under the Development Agreement included within the Assigned Rights and Obligations and to be subject to all the terms and conditions thereof with respect to the Assigned Property. The parties intend that, upon the execution of this Assignment and conveyance of the Assigned Property to Assignee, Assignee shall become substituted for Assignor as the “Developer” under the Development Agreement with respect to the Assigned Property.

3. Assignor hereby agrees to protect, indemnify, defend and hold Assignee, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all claims, demands, damages, actions, causes of action, losses, judgments, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) (collectively, “**Claims**”) arising out of or related to any breach of or default under the Development Agreement with respect to the Assigned Rights and Obligations first arising prior to the Effective Date. Assignee hereby agrees to protect, indemnify, defend and hold Assignor, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all Claims arising out of or related to any breach of or default under the Development Agreement with respect to the Assigned Rights and Obligations first arising on or after the Effective Date.

4. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

5. The notice address described in Article 10 of the Development Agreement for the “Developer” with respect to the Assigned Property shall be:

City of Roseville
2005 Hilltop Circle
Roseville, California 95747
Attention: Devin Whittington,
Refuse and Stormwater Utility Manager

With a copy to:

City of Roseville
311 Vernon Street
Roseville, California 95678
Attention: Michelle Sheidenberger, Assistant City Attorney

6. This Assignment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart.

7. Assignor and Assignee each agree to perform such further acts and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the assignment contained herein in the manner contemplated hereby.

[Remainder of page intentionally left blank]
[Signature page(s) follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

WEST ROSEVILLE, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

CITY OF ROSEVILLE,
a municipal corporation

By: _____
DOMINICK CASEY
City Manager

ATTEST:

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
RICHARD D. PLECKER
Environmental Utilities Director

[Insert Notary Blocks Prior to Execution]

Exhibit A

Legal Description of Assigned Property

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

All that real property situated within the Southeast one-quarter of Section 23, Township 11 North, Range 5 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California and being a portion of Lot 26 as shown on that certain Final Map entitled " Westpark-Phase 4 Large Lot Subdivision, Subdivision No. 000176" recorded on August 16, 2013 in Book CC of Maps, at Page 53, Placer County Records and being more particularly described as follows:

Beginning at the Northwest corner of said Lot 26, marked by a 5/8" rebar stamped " LS 7944"; thence coincident with the North line of said Lot 26, North 89° 30' 25" East a distance of 1301.59 feet; thence leaving said North line of Lot 26, South 00° 29' 35" East a distance of 725.64 feet to the South line of said Lot 26; thence coincident with said South line of Lot 26 for the following two (2) courses and distances:

1. North 86° 28' 44" West a distance of 578.59 feet to a 5/8" rebar stamped " LS 4533"; and
2. South 86° 14' 46" West a distance of 728.29 feet to the Southwest corner of said Lot 26 marked by a 5/8" rebar stamped " LS 7944";

thence coincident with the West line of said Lot 26, North 00° 16' 50" West a distance of 726.57 feet to the point of beginning.

Pursuant to the Lot Line Adjustment recorded January 22, 2018, Instrument No. 2018-3316, Official Records.

APN: 496-030-013-000

SCHEDULE 4.2.4

E.S. AGREEMENT ASSIGNMENT

WHEN RECORDED,
RETURN TO:

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO THE
SCHOOL MITIGATION AGREEMENT BY AND BETWEEN
ROSEVILLE CITY SCHOOL DISTRICT AND
ROSEVILLE FIDDYMENT LAND VENTURE LLC AND
1600 PLACER INVESTORS, LP,
RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN

This Assignment and Assumption Agreement (this “**Assignment**”) is entered into this ____ day of _____, 20__ (the “**Effective Date**”), by and between WEST ROSEVILLE, LLC, a California limited liability company (“**Assignor**”), and the CITY OF ROSEVILLE, a municipal corporation (“**Assignee**”).

RECITALS

A. On September 4, 2003, the Roseville City School District (“**District**”), Roseville Fiddymment Land Venture, LLC and 1600 Placer Investors, L.P. (“**1600 Placer**”) entered into that certain agreement entitled “School Mitigation Agreement by and between the Roseville City School District and Roseville Fiddymment Land Venture LLC and 1600 Placer Investors, LP, Relative to the West Roseville Specific Plan”, as amended from time to time (hereinafter, the “**E.S. Agreement**”). The E.S. Agreement was recorded on October 14, 2003 in the Official Records of Placer County, California as Document No. 2003-0176005, and affects property within the West Roseville Specific Plan Area.

B. On or about March 21, 2005, 1600 Placer conveyed the property commonly referred to as “Westpark” to PL Roseville, LP (“**PL Roseville**”). On or about December 31, 2009, PL Roseville conveyed a portion of the Westpark property to Assignor. Upon each conveyance, the rights and obligations under the E.S. Agreement with respect to and as related to the property conveyed were transferred therewith.

C. Assignor has conveyed to Assignee a portion of its property more particularly identified and described in Exhibit A attached hereto (hereinafter the “**Assigned Property**”). The conveyance was pursuant to that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 2019 (the “**Purchase Agreement**”). In connection with

that conveyance, Assignor desires to assign and Assignee desires to assume certain of Assignor's right, title, interest, burdens and obligations under the E.S. Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns to Assignee all of the rights, title, interest, of Assignor under the E.S. Agreement solely with respect to and as related to the Assigned Property, arising from and after the Effective Date and expressly excluding (a) any prior breach or default by Assignor thereunder, (b) the obligation to fund any shortfall payments under the E.S. Agreement and (c) any Excluded Property (as defined in the Purchase Agreement) (the "**Assigned Rights and Obligations**"). As between Assignor and Assignee, Assignor expressly retains all the rights, title, interest, burdens and obligations under the E.S. Agreement other than the Assigned Rights and Obligations.
2. Effective as of the Effective Date, Assignee hereby accepts and assumes all of the Assigned Rights and Obligations and agrees to observe and fully perform all the duties and obligations of Assignor under the E.S. Agreement included within the Assigned Rights and Obligations and to be subject to all the terms and conditions thereof with respect to the Assigned Property.
3. Assignor hereby agrees to protect, indemnify, defend and hold Assignee, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all claims, demands, damages, actions, causes of action, losses, judgments, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) (collectively, "**Claims**") arising out of or related to any breach of or default under the E.S. Agreement with respect to the Assigned Rights and Obligations first arising prior to the Effective Date. Assignee hereby agrees to protect, indemnify, defend and hold Assignor, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all Claims arising out of or related to any breach of or default under the E.S. Agreement with respect to the Assigned Rights and Obligations first arising on or after the Effective Date.
4. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
5. The notice address described in Section 6.12 of the E.S. Agreement for the "Landowner" with respect to the Assigned Property shall be:

City of Roseville
2005 Hilltop Circle
Roseville, California 95747
Attention: Devin Whittington,
Refuse and Stormwater Utility Manager

With a copy to:

City of Roseville
311 Vernon Street
Roseville, California 95678
Attention: Michelle Sheidenberger, Assistant City Attorney

6. This Assignment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart.

7. Assignor and Assignee each agree to perform such further acts and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the assignment contained herein in the manner contemplated hereby.

[Remainder of page intentionally left blank]
[Signature page(s) follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

WEST ROSEVILLE, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

CITY OF ROSEVILLE,
a municipal corporation

By: _____
DOMINICK CASEY
City Manager

ATTEST:

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
RICHARD D. PLECKER
Environmental Utilities Director

[Insert Notary Blocks Prior to Execution]

Exhibit A

Legal Description of Assigned Property

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

All that real property situated within the Southeast one-quarter of Section 23, Township 11 North, Range 5 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California and being a portion of Lot 26 as shown on that certain Final Map entitled " Westpark-Phase 4 Large Lot Subdivision, Subdivision No. 000176" recorded on August 16, 2013 in Book CC of Maps, at Page 53, Placer County Records and being more particularly described as follows:

Beginning at the Northwest corner of said Lot 26, marked by a 5/8" rebar stamped " LS 7944"; thence coincident with the North line of said Lot 26, North 89° 30' 25" East a distance of 1301.59 feet; thence leaving said North line of Lot 26, South 00° 29' 35" East a distance of 725.64 feet to the South line of said Lot 26; thence coincident with said South line of Lot 26 for the following two (2) courses and distances:

1. North 86° 28' 44" West a distance of 578.59 feet to a 5/8" rebar stamped " LS 4533"; and
2. South 86° 14' 46" West a distance of 728.29 feet to the Southwest corner of said Lot 26 marked by a 5/8" rebar stamped " LS 7944";

thence coincident with the West line of said Lot 26, North 00° 16' 50" West a distance of 726.57 feet to the point of beginning.

Pursuant to the Lot Line Adjustment recorded January 22, 2018, Instrument No. 2018-3316, Official Records.

APN: 496-030-013-000

SCHEDULE 4.2.5

H.S. AGREEMENT ASSIGNMENT

WHEN RECORDED,
RETURN TO:

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO THE
AMENDED WEST ROSEVILLE SPECIFIC PLAN/MUTUAL BENEFIT HIGH
SCHOOL MITIGATION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is entered into this ____ day of _____, 20____ (the “**Effective Date**”), by and between WEST ROSEVILLE, LLC, a California limited liability company (“**Assignor**”), and the CITY OF ROSEVILLE, a municipal corporation (“**Assignee**”).

RECITALS

A. The Roseville Joint Union High School District, Roseville/Fiddymont Land Venture, LLC and 1600 Placer Investors, L.P. (“**1600 Placer**”) entered into that certain agreement, dated September 20, 2004, entitled “Amended West Roseville Specific Plan/Mutual Benefit High School Mitigation Agreement”, as amended from time to time (hereinafter the “**H.S. Agreement**”). The H.S. Agreement was recorded on November 17, 2004 in the Official Records of Placer County, California as Document No. 2004-0153916, and affects property within the West Roseville Specific Plan Area.

B. On or about March 21, 2005, 1600 Placer conveyed the property commonly referred to as “Westpark” to PL Roseville, LP (“**PL Roseville**”). On or about December 31, 2009, PL Roseville conveyed a portion of the Westpark property to Assignor. Upon each conveyance, the rights and obligations under the H.S. Agreement with respect to and as related to the property conveyed were transferred therewith.

C. Assignor has conveyed to Assignee a portion of its property more particularly identified and described in Exhibit A attached hereto (the “**Assigned Property**”). The conveyance was pursuant to that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 2019 (the “**Purchase Agreement**”). In connection with that conveyance, Assignor desires to assign and Assignee desires to assume certain of Assignor’s right, title, interest, burdens and obligations under the H.S. Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns to Assignee all of the rights, title, interest, of Assignor under the H.S. Agreement solely with respect to and as related to the Assigned Property, arising from and after the Effective Date and expressly excluding any prior breach or default by Assignor thereunder and any Excluded Property (as defined in the Purchase Agreement) (the “**Assigned Rights and Obligations**”). As between Assignor and Assignee, Assignor retains all the rights, title, interest, burdens and obligations under the H.S. Agreement not included in the Assigned Rights and Obligations.
2. Effective as of the Effective Date, Assignee hereby assumes all of the Assigned Rights and Obligations and agrees to observe and fully perform all the duties and obligations of Assignor under the H.S. Agreement included within the Assigned Rights and Obligations and to be subject to all the terms and conditions thereof with respect to the Assigned Property. The parties intend that, upon the Assignment Date, Assignee shall become substituted for Assignor as the “Developer” under the H.S. Agreement with respect to the Assigned Property to the extent expressly provided for in this Assignment.
3. Assignor hereby agrees to protect, indemnify, defend and hold Assignee, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all claims, demands, damages, actions, causes of action, losses, judgments, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) (collectively, “**Claims**”) arising out of or related to any breach of or default under the H.S. Agreement with respect to the Assigned Rights and Obligations first arising prior to the Effective Date. Assignee hereby agrees to protect, indemnify, defend and hold Assignor, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all Claims arising out of or related to any breach of or default under the H.S. Agreement with respect to the Assigned Rights and Obligations first arising on or after the Effective Date.
4. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
5. The Notice Address described in Section 9 of the H.S. Agreement for the “Developer” with respect to the Assigned Property shall be:

City of Roseville
2005 Hilltop Circle
Roseville, California 95747
Attention: Devin Whittington,
Refuse and Stormwater Utility Manager

With a copy to:

City of Roseville
311 Vernon Street
Roseville, California 95678
Attention: Michelle Sheidenberger, Assistant City Attorney

6. This Assignment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart.

7. Assignor and Assignee each agree to perform such further acts and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the assignment contained herein in the manner contemplated hereby.

[Remainder of page intentionally left blank]

[Signature page(s) follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

WEST ROSEVILLE, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

CITY OF ROSEVILLE,
a municipal corporation

By: _____
DOMINICK CASEY
City Manager

ATTEST:

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
RICHARD D. PLECKER
Environmental Utilities Director

[Insert Notary Blocks Prior to Execution]

Exhibit A

Legal Description of Assigned Property

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

All that real property situated within the Southeast one-quarter of Section 23, Township 11 North, Range 5 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California and being a portion of Lot 26 as shown on that certain Final Map entitled " Westpark-Phase 4 Large Lot Subdivision, Subdivision No. 000176" recorded on August 16, 2013 in Book CC of Maps, at Page 53, Placer County Records and being more particularly described as follows:

Beginning at the Northwest corner of said Lot 26, marked by a 5/8" rebar stamped " LS 7944"; thence coincident with the North line of said Lot 26, North 89° 30' 25" East a distance of 1301.59 feet; thence leaving said North line of Lot 26, South 00° 29' 35" East a distance of 725.64 feet to the South line of said Lot 26; thence coincident with said South line of Lot 26 for the following two (2) courses and distances:

1. North 86° 28' 44" West a distance of 578.59 feet to a 5/8" rebar stamped " LS 4533"; and
2. South 86° 14' 46" West a distance of 728.29 feet to the Southwest corner of said Lot 26 marked by a 5/8" rebar stamped " LS 7944";

thence coincident with the West line of said Lot 26, North 00° 16' 50" West a distance of 726.57 feet to the point of beginning.

Pursuant to the Lot Line Adjustment recorded January 22, 2018, Instrument No. 2018-3316, Official Records.

APN: 496-030-013-000

SCHEDULE 4.2.6

CBCF AGREEMENT ASSIGNMENT

WHEN RECORDED,
RETURN TO:

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO THE
COMMUNITY BENEFIT CONVEYANCE FEE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO THE COMMUNITY BENEFIT CONVEYANCE FEE AGREEMENT (this “**Assignment**”) is entered into this ____ day of _____, 20 ____ (the “**Effective Date**”), by and between WEST ROSEVILLE, LLC, a California limited liability company (“**Assignor**”), and the CITY OF ROSEVILLE, a municipal corporation (“**Assignee**”).

RECITALS

A. On March 4, 2005, Roseville/Fiddymont Land Venture, the Placer Land Trust and 1600 Placer Investors, L.P. (“**1600 Placer**”) entered into that certain agreement entitled “Notice of Conveyance Fee and First Amended and Restated Community Benefit Conveyance Fee Agreement”, as amended from time to time (hereinafter, the “**CBCF Agreement**”). The CBCF Agreement was recorded on July 14, 2005 in the Official Records of Placer County, California as Document No. 2005-0091542, and affects property within the West Roseville Specific Plan Area.

B. On or about March 21, 2005, 1600 Placer conveyed the property commonly referred to as “Westpark” to PL Roseville, LP (“**PL Roseville**”). On or about December 31, 2009, PL Roseville conveyed a portion of the Westpark property to Assignor. Upon each conveyance, the rights and obligations under the CBCF Agreement with respect to and as related to the property conveyed were transferred therewith.

C. Assignor has conveyed to Assignee a portion of its property, more particularly identified and described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the “**Assigned Property**”). The conveyance was pursuant to that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 2019, as amended (the “**Purchase Agreement**”). Assignor desires to assign and Assignee desires to assume certain of Assignor’s right, title, interest, burdens and obligations under the CBCF Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns to Assignee all of the rights, title, interest, burdens and obligations of Assignor under the CBCF Agreement solely with respect to and as related to the Assigned Property, arising from and after the Effective Date and expressly excluding (a) any prior breach or default by Assignor thereunder and (b) the Excluded Property (as defined in the Purchase Agreement) (the “**Assigned Rights and Obligations**”). As between Assignor and Assignee, Assignor retains all the rights, title, interest, burdens and obligations under the CBCF Agreement not included within the Assigned Rights and Obligations.

2. Effective as of the Effective Date, Assignee hereby assumes all of the Assigned Rights and Obligations and agrees to observe and fully perform all the duties and obligations of Assignor under the CBCF Agreement included within the Assigned Rights and Obligations and to be subject to all the terms and conditions thereof with respect to the Assigned Property. The parties intend that, upon Assignment Date, Assignee shall become substituted for Assignor as the “Developer” under the CBCF Agreement to the extent pertaining to the Assigned Property.

3. Assignor hereby agrees to protect, indemnify, defend and hold Assignee, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all claims, demands, damages, actions, causes of action, losses, judgments, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) (collectively, “**Claims**”) arising out of or related to any breach of or default under the CBCF Agreement with respect to the Assigned Rights and Obligations first arising prior to the Effective Date. Assignee hereby agrees to protect, indemnify, defend and hold Assignor, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all Claims arising out of or related to any breach of or default under the CBCF Agreement with respect to the Assigned Rights and Obligations first arising on or after the Effective Date.

4. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

5. The Notice Address described in Section 8.06 of the CBCF Agreement for the “Owner” with respect to the Assigned Property shall be:

City of Roseville
2005 Hilltop Circle
Roseville, California 95747
Attention: Devin Whittington,
Refuse and Stormwater Utility Manager

With a copy to:

City of Roseville
311 Vernon Street
Roseville, California 95678
Attention: Michelle Sheidenberger, Assistant City Attorney

6. This Assignment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart.

7. Assignor and Assignee each agree to perform such further acts and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the assignment contained herein in the manner contemplated hereby.

[Remainder of page intentionally left blank]
[Signature page(s) follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

WEST ROSEVILLE, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

CITY OF ROSEVILLE,
a municipal corporation

By: _____
DOMINICK CASEY
City Manager

ATTEST:

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
RICHARD D. PLECKER
Environmental Utilities Director

[Insert Notary Blocks Prior to Execution]

Exhibit A

Legal Description of Assigned Property

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

All that real property situated within the Southeast one-quarter of Section 23, Township 11 North, Range 5 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California and being a portion of Lot 26 as shown on that certain Final Map entitled " Westpark-Phase 4 Large Lot Subdivision, Subdivision No. 000176" recorded on August 16, 2013 in Book CC of Maps, at Page 53, Placer County Records and being more particularly described as follows:

Beginning at the Northwest corner of said Lot 26, marked by a 5/8" rebar stamped " LS 7944"; thence coincident with the North line of said Lot 26, North 89° 30' 25" East a distance of 1301.59 feet; thence leaving said North line of Lot 26, South 00° 29' 35" East a distance of 725.64 feet to the South line of said Lot 26; thence coincident with said South line of Lot 26 for the following two (2) courses and distances:

1. North 86° 28' 44" West a distance of 578.59 feet to a 5/8" rebar stamped " LS 4533"; and
2. South 86° 14' 46" West a distance of 728.29 feet to the Southwest corner of said Lot 26 marked by a 5/8" rebar stamped " LS 7944";

thence coincident with the West line of said Lot 26, North 00° 16' 50" West a distance of 726.57 feet to the point of beginning.

Pursuant to the Lot Line Adjustment recorded January 22, 2018, Instrument No. 2018-3316, Official Records.

APN: 496-030-013-000

ORDINANCE NO. 6137

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 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 Pleasant Grove Wastewater Treatment Plant buffer space land acquisition project, per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$1,500,000.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Devin Whittington, Refuse & Stormwater Manager FISCAL YEAR: 2019-20
 PREPARER NAME & TITLE: Nancy Rothlisberger, EU Rate Analyst II COUNCIL DATE (if applicable): 8/21/2019
 DEPARTMENT/DIVISION: Environmental Utilities/Solid Waste ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6201	6587	84001	500009	1,500,000	Increase contribution of Wastewater Ops Fund to EU Land Acquisition project for PGWWTP buffer space
TOTAL				1,500,000	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	1,500,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6201				(1,500,000)	Decrease fund balance (Wastewater Operations)
TOTAL				(1,500,000)	

Justification for Budget Adjustment:

The EU Land Acquisition project (50009) is funded by the Water, Wastewater, and Solid Waste Operating Funds. This particular land purchase is specific to the wastewater utility and as such should not be funded by the other EU utilities. The Wastewater Operations Fund needs to increase its contribution by an additional \$1.5 million to fully fund this purchase.

REQUIRED APPROVALS:			
 REQUESTING DEPARTMENT HEAD / DESIGNEE		for Rich 8-14-2019 DATE	
 CHIEF FINANCIAL OFFICER / DESIGNEE		 BUDGET MANAGER / DESIGNEE	
DATE 8/14/19		DATE 8/14/19	
CITY MANAGER / DESIGNEE		DATE	
BUDGET DEPARTMENT USE ONLY:			
POSTED BY		DATE	

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 0222
File #: 0203-12

Title: Downtown Security Patrol - Professional Services Agreement
Contact: Troy Bergstrom 916-774-5058 tbergstrom@roseville.ca.us

Meeting Date: 8/21/2019
Item #: 9.1.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution approving a professional services agreement with First Alarm Security & Patrol Inc. dba First Security Services, and authorizing the City Manager to execute it.

BACKGROUND

The Police Department is requesting the assistance of private security patrols in the Downtown and Historic Old Town areas to assist in providing public safety. The intent of the private security contractor is to provide a consistent presence and to be responsible for tasks that may not require the response of a Police Officer to handle. To that extent, the Police Department issued a request for proposals on July 8, 2019 seeking private security assistance with the specific scope of services as noted below from the RFP:

The City of Roseville requires mobile armed security patrols to assist in the Downtown Vernon Street corridor and Historic Old Town Roseville District. Areas of patrol to include the Downtown District, the Historic District, Downtown Roseville Partnership membership properties, and City facilities to include public property, 311 Vernon St. (Civic Center and Town Square), 316 Vernon St. (City Offices), Civic Center Parking Garage, Oak Street Parking Garage, and 225 Taylor St. (Downtown Library). Detailed map of scope of service area included as Attachment C. The contracted patrol area does not include any private property of the Union Pacific Railroad which falls inside of the scope of service area included on the attachment.

Patrol hours are from 9:00 AM to 9:00 PM seven (7) days per week. Contractors shall patrol the areas listed in Attachment #1 continuously during the patrol period. Typical duties of the security patrols include, but are not limited to, the following:

1. Conduct uniformed visible (vehicle and foot) patrol of area for crime prevention and deterrence;
2. Respond to emergency situations observed while on patrol and notify appropriate City personnel;
3. Investigate unusual or suspicious conditions, including potential safety hazards;

4. Discourage trespassing on both public and private property;
5. Report observed criminal activity;
6. Question suspicious individuals;
7. Issue trespassing notices and/or city park exclusion notices as necessary;
8. Conduct on-street parking enforcement, either with a manual or electronic process for identifying violations and issuing warnings or citations;
9. Meet and work with local business owners in the Downtown District and in the Historic District to address security concerns to include attendance at the monthly Downtown Roseville Partnership meetings hosted by the downtown business owners;
10. Respond to complaints and security issues of local business owners in the Downtown District and in the Historic District;
11. Respond to up to fifty (50) calls for complaint service outside of regularly scheduled hours as needed and specified;
12. Provide weekly reports on activities to the Roseville Police Department;
13. Monitor admittance of personnel and authorized visitors to City facilities during specified meetings, specifically to include operating magnetometers at Civic Center entrance for Council Chambers during City Council Meetings (typically two Wednesday evenings per month);
14. Provide security presence at specified events on an as-needed basis for special events hosted by the City;
15. Other security related duties as may be required by the City.

Following the RFP process, the Police Department reviewed proposals provided by private security contractors and selected First Alarm Security & Patrol, Inc. dba First Security Services as the contractor for this project. The contractor will work with a Police Lieutenant in implementing the planned approach to providing the enhanced security services in coordination with the Police Department.

FISCAL IMPACT

The first year cost is \$155,010.80 which has been included in the Police Department's FY2019-20 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

There are no public sector jobs created by this contract, however there may be an increase in private sector employment of under ten positions for the company to provide the services required.

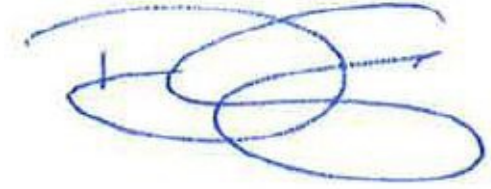
ENVIRONMENTAL REVIEW

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 §20165 and CEQA State Guidelines §15060(c)(3) and §15378. A contract for security services meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Captain Troy Bergstrom

Chief James Maccoun



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-362

First Security PSA

Downtown Security Patrol Coverage Map

RESOLUTION NO. 19-362

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND FIRST ALARM SECURITY & PATROL, INC. DBA FIRST SECURITY SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for Downtown Roseville security patrol services, by and between the City of Roseville and First Alarm Security & Patrol, Inc. dba First Security Services, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Downtown Roseville Security Patrol

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation ("CITY"), and First Alarm
Security & Patrol, Inc. dba First Security Services, a California corporation ("CONSULTANT");
and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of security services for
downtown Roseville; and

WHEREAS, CONSULTANT has prepared a proposal dated July 8, 2019, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this
reference.
2. Compensation. For its services provided hereunder, CONSULTANT shall be
compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed one hundred fifty-five thousand, ten dollars and 80 cents (\$155,010.80).

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

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

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

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

COVERAGE

Workers' Compensation

Commercial General Liability

Automobile Liability

Professional Liability (errors and omissions)

LIMITS OF LIABILITY

Statutory

\$1,000,000 each occurrence

\$2,000,000 aggregate

Personal Injury:

\$1,000,000 each occurrence

\$2,000,000 aggregate

\$1,000,000 combined single limit

\$1,000,000 per claim

\$2,000,000 aggregate

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

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

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

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

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

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

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

expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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

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

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

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

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

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

12. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or

making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

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

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

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

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

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

CITY OF ROSEVILLE

CONSULTANT

Troy Bergstrom, Police Captain
1051 Junction Boulevard
Roseville, CA 95678

Cal Horton, President
550 Howe Avenue, Suite 230
Sacramento, CA 95825

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

FIRST ALARM SECURITY & PATROL,
INC. dba FIRST SECURITY SERVICES,
a California corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY: _____
its: _____

and

BY: _____
its: _____ CFO

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JIM MACCOUN
Police Chief

EXHIBIT “A”



July 8, 2019

Captain Troy Bergstrom
c/o of City of Roseville
City Clerk Department
311 Vernon Street
Roseville, CA 95678

Re: Response to Request for Proposals the City of Roseville #14-004
Downtown Security Patrol

Captain Bergstrom,

First Alarm Security & Patrol, Inc. dba First Security Services ("FSS") respectfully submits its security response to the City of Roseville, as follows.

Representations:

Proposer: First Alarm Security & Patrol, Inc. dba First Security Services
Headquarters: 1731 Technology Drive, Suite 800, San Jose, CA 95110
Phone: 800.400.1110; Facsimile: 408.451.9857
Central Valley: 550 Howe Avenue #230, Sacramento, CA 95825
Phone: 916.925.1110 | Facsimile: 916.486.5803
Web Address: www.firstsecurityservices.com
DUNS: 55-656-7592

Contact: Matt Carroll
Email: mcarroll@firstsecurityservices.com

- a) FSS is currently engaged by the County of Sacramento, the City of Sacramento, the City of Roseville (Water Efficiency), the County of Yolo, the Roseville Joint Unified High School District, the Sacramento Regional Transit District, the San Joaquin Regional Transit District, and Fair Oaks, Sunrise and Southgate Recreation and Park Districts.
- b) Founding Date: July 1966; Incorporated: September 26, 1989
- c) Company size: 1700 individual clients
 - i. 2080 security personnel company wide – all security guards comport with all local state and internal company qualifications for work in the security field, firearm permits vetted bi-annually at minimum requiring Company qualifications and safety training in additional to regulatory training requirements.
 - ii. Sacramento branch office currently supports approximately 300 security officers
- d) Services Provided: Armed and unarmed security services
- e) Organizational Chart and project team included in Technical Response.
- f) Licenses and permits are attached.
- g) Location of office from which the work will be provided: Fresno office pending and 550 Howe Avenue, Suite 230, Sacramento, CA 95825
- h) Identity of Key Individuals included in Technical Response.
- i) Available equipment and programs. See section attached in technical response.



- j) Total number of full-time employees: 2060; part-time employees: 20 employees; number of on-call employees: varies – 15-20 seasonal.
- k) Affiliations: ASIS, CALSAGA, BOMA, IAHSS (individuals)

This letter constitutes the representation that FSS is willing and able to perform the commitments contained in the request for proposal document without exception.

Thank you for your serious consideration...we look forward to continuing the conversation.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Cal Horton", is written over a horizontal line.

Cal Horton
President



TAB D – Project Understanding

The scope of services incorporated into this project are not unique to us and is representative of a the full-scope of services that both Paladin, prior to its merger with First Security, and First Security are accustomed to providing. As the previously provided customer list demonstrates, we are well poised to meet and exceed the program expectations.

With the largest patrol force in Northern California, incorporating over 65 patrol officers deployed daily throughout the Sacramento region, no local competitor can match our experience and expertise in the provisioning of mobile patrol services. With a broad range of buyers, our patrol operation is accustomed to providing the healthy mix of vehicular and foot patrols. Should the City wish to incorporate a seasonal bike patrol aspect to the program, this is another area that we can provide for. The project manager, Matt Carroll, completed the International Police Mountain Bike Association (IPMBA) course with the Sacramento Police Department in 2001 and has since trained many security officers on safe and effective bike patrol operations (Raley Field incorporates an armed bike patrol position for each game to provide for parking lot and perimeter security).

Engaging the projects we engage, most notably our portfolio of PBIDs, we are no strangers to collaborating with and coordinating services from public agencies. Our dispatch center maintains constant communications, GPS driven location services and even has the ability to remotely access/activate on-officer video recording devices; all of which ensure that as significant incidents arise, our team is well equipped to coordinate emergency services response. Beyond capability, however, is culture. While most providers restrict their employees to role of observation alone, First Security understands the challenges most public agencies face in rapidly responding to nuisance matters. It is our intention to provide a proactive, forward-leaning security service willing and able to safely intervene and mitigate nuisance matters without necessitating a public agency response.

Unlike public officers, our team members will be able to act as the agent of the included private properties. Our standard practice is to have property owners or lessees complete a "Notice of Agency" form. This document affirms that the private security officer may act on behalf of the owner/lessee for the limited purpose of meeting the "agent" requirement of local and state trespassing codes. Once appointed as agent, our officers will be empowered and directed to take a strong stance against trespassing. In collaboration with the City, First Security would endeavor to implement a Notice of Trespass program similar to that which we (Paladin's management) were instrumental in developing in both the City of Sacramento and the County of Sacramento. Through this program, security officers are provided direct access to entering Notices of Trespass (and park exclusion notices if applicable) into the Police database. This not only empowers the security officer in future contacts, but also ensures that allied agencies can benefit from this work in contacts of their own.

Throughout our operations, we provide an abundance of parking enforcement. Parking enforcement is a common duty throughout the 50+ homeowner associations we serve in the Greater Sacramento Area, as well as throughout the hundreds of commercial and multi-family residential properties served. While most parking enforcement presently performed is relative to 22658 of the vehicle code (private property) and involves CC&R based penalties or towing, we are confident that the attention to detail, accuracy and accountability we demonstrate in those markets will translate seamlessly into public parking enforcement. With respect to ALPR (Automated License Plate Recognition) systems, we are familiar with using these technologies and have used both Genetec Auto-Vu and Elsag platforms for parking enforcement since 2007.



Among the key aspects of any effective patrol program is engagement of the stakeholders. For this reason, every property we serve is posted with signage including our dispatch center phone number. Our officers carry magnets and cards with our dispatch number, supplemented by standard operating procedures that demand officers perform "PR Visits". According to our database, in the past 365 days we have performed 4,696 proactive business visits throughout our PBID market; translating to approximately two daily per PBID served. Business visits ensure visibility of the program – particularly to those who rarely have a need to directly access the services. Business visits are critical to keeping stakeholders supportive of the program, and in funding its relative costs.

Beyond proactively visiting stakeholders to build confidence and to maintain support of the program, ensuring impressive responsiveness to calls for service is crucial. PBID security services are often implemented only after apathy has taken hold – disenfranchised stakeholders often stop calling on public resources if and when they believe the responsiveness is lacking. A key role of such a program is to attack this apathy by consistently demonstrating that engagement pays off. By ensuring a rapid and effective response to shared concerns and service calls, stakeholders feel empowered and often become increasingly engaged; taking a more proactive interest in the safety and security of their surroundings.

In mitigating overt concerns, engaging stakeholders and restoring order in a commercial district, it is imperative that we never position our services in a manner that forces us to say "No". To that end, ensuring call response availability on a 24-hour basis is crucial to the success of any holistic security program. A stakeholder never wants to hear "Sorry, we are not on duty until [time]".

In choosing a vendor, the *ability* to actually deliver that after-hours response is critical. Whereas the typical patrol company in our region deploys 5-10 patrol cars on the streets of the region, First Security deploys over 65 patrol units daily – five specifically in the Roseville/Rocklin service area, with another three designated to the neighboring Citrus Heights/Antelope area. The map below identifies the Downtown Roseville core (red landmark icon). Each of the orange orbs represents an existing patrol/response client of First Security Services. As this service map clearly shows, our ability to provide responsive service after hours is unmatched.



The physical delivery of security services is but part of the mission. Ensuring timely, detailed reporting of services rendered and matters in need of attention by the Client or stakeholders is equally important. To that end, First Security Services deploys a powerful reporting platform: TrackTik™. Client post orders, briefing instructions, checkpoint/tour verifications and more are in the palm of the Officer's hand. This smartphone application directs the officer in his or her patrols, provides a robust reporting platform and manages the transfer of real-time information to and from the dispatch center. Through a broad range of notification options, Clients can choose what sort of information they wish to receive in real-time, through shift reporting, through daily reporting, through weekly reporting or monthly reporting. Complementing the automated daily or weekly e-mailed report, Clients will have access to a Client portal. The Client portal



offers hundreds of features including tour verification, GPS playback of tours, report review and statistical report generation.

Access control at Council Meetings and other events is another realm in which First Security Services maintains a plethora of experience. From contracts with Raley Field (metal detectors added this season), airports and many municipalities (including Stockton City Hall), performing this aspect of the role poses no concerns. With respect to special events, we would note that we are the contracted event security service provider for the Roseville Joint Unified High School District, the Sunrise Recreation and Park District, the Southgate Recreation and Park District, the Dry Creek Elementary School District and Raley Field/Sacramento Rivercats. In the unforeseen event that event staffing needs exceed the abilities of the local branch office, we can draw upon the resources of our additional seven Northern California branches.

The only realm that we believe could pose challenges is with respect to the use of private security officers in parking enforcement. It is generally accepted, in our experience, that one must be a public officer in order to issue an enforceable citation. It is also our understanding, however, that a private contractor may operate technologies that generate data which serves as the basis for a public officer to issue the citation by mail. This is the manner in which red light cameras typically operate (controlled by a third party vendor) and is the very manner in which First Security Services is presently serving the City of Roseville Water Efficiency Department.



TAB E – Project Plan

Upon notice of the contract award, an internal selection process will be undertaken within FSS to identify those existing, experienced, armed patrol officers who have an interest in the role. From that group of qualified personnel, objective analysis of performance, training and attendance standards will be weighed. Ultimately, two fulltime employees will be selected for the role (assuming the City of Roseville approves our intention to deliver the services herein by way of a progressive work schedule incorporating 12-hour shifts). Where a 12-hour commitment is not authorized by the City of Roseville, FSS would endeavor to apply a 4-10-40 work plan to enhance staff consistency on the project, with two daily hours (morning) provided by an at-large patrol officer. Where an 8-hour shift is mandated by the City of Roseville, the shift would be divided into an 8-hour and a 4-hour session, each service day involving two separate employees with a total of four employees interfacing with the project.

In collaboration with the Client, the FSS project manager, Matt Carroll, will consult with the Client's project manager to identify those hardware and software applications that may be necessary to perform the parking enforcement aspect of the project. Once identified, any necessary specialty equipment, such as vehicle mounting infrastructure for Client-owned equipment, 12-volt power adapters/inverters or otherwise will be purchased and installed on the assigned vehicle(s) at no added charge to the Client.

Training materials relevant to the City's trespass/park exclusion processes will be needed. The FSS project manager will become an expert on these processes and will create a training guide for use with the initial team and those serving the project in an after-hours call response capacity. The project manager will tour the project area with a Client representative, visiting each aspect of the project as enumerated in the RFP. The project manager will incorporate the information from this tour into the project training criteria and post orders that will govern the performance of the services.

The project manager will request from the Client any protocols relating to managing persons experiencing homelessness. FSS understands that some municipalities maintain a very specific protocol which may incorporate outreach efforts, provisioning of resource information, camp posting or otherwise. It will be FSS' intention to complement these efforts by the Client and to develop procedures that complement the Client's methods and efforts. As this information is acquired, it will be incorporated into project training criteria and post orders.

Understanding that the enforcement of trespass ordinances and laws requires that an owner, lessee or agent be present to enforce against a violator, among the first missions will be the assignment of FSS as the limited agent by each stakeholder intending to use the services. If the Client does not maintain a form for this purpose already, FSS can provide samples used in its operations in the City and County of Sacramento. The first several weeks of patrol services will incorporate a strong outreach effort. This effort will include:

- The security officer visiting each stakeholder business/property;
- Introducing the services and availability for call response to each stakeholder;
- Listening to stakeholder concerns and incorporating those concerns into post orders; and
- Encouraging stakeholders to remit a signed Notice of Agency to FSS.

Behind the scenes, the Notices of Agency will be updated into the FSS records/dispatch software. Officers and dispatchers will be able to discern on which lands they are empowered to act as owners' agent for the purpose of issuing Notice of Trespass, and those lands to which their authority is limited to that of a lay citizen.



Once the initial outreach and introduction period of the program is fulfilled (approximately 2 weeks into the project), the project parameters will be entered into FSS patrol management software. Through collaboration with the Client, a determination will be made with respect to how much time or how many visits each portion of the project should receive, or how many hours of the shift the Client wishes to see allocated to each respective portion of the project. The FSS patrol management software will be coordinated with these project guidelines in mind to assist the assigned officers in meeting the identified goals.

At the Client's direction, the allocation of resources may vary. The initial allocation of time and cost (as reflected on the cost proposal that follows) divides the service into three primary components:

- Patrol, Response & Nuisance Abatement: focus on commercial corridors, City Parks and common areas of the patrol zone – 65% of the program focus is presumed;
- Parking Enforcement and Vehicle Security: patrol of parking garages and street parking areas with a dual focus of parking enforcement and vehicle security – 30% of the program focus is presumed; and
- Guard/Standby Services: City Hall screening, library presence, events and directed patrol – 5% of the program focus is presumed,

As calls for service from stakeholders arise, these will be the highest of priorities. In-progress duties will be suspended in order to tend to service calls. As calls for service arise after hours, or while the assigned officer is posted at City Hall or another event/directed patrol, the nearest available patrol officer will be dispatched to manage the call. The FSS app-based reporting system is designed to allow multiple officers to report on a single project, preventing any project data loss by virtue of multiple responders.

The project manager and those parties identified by the Client will receive a daily report accounting for all time spent, calls mitigated and incidents reported. The Client will be provided access to an online web portal through which reports may be reviewed, through which body-camera footage may be downloaded and through which a range of on-demand statistical reports may be generated for use in project reviews.

On a quarterly basis, or as otherwise requested, the project manager will be available to meet with the Client to review the project. On a monthly basis, an Operations Manager will be available to participate in scheduled board, community, council or other meetings relevant to the project.

EXHIBIT “B”



YEAR ONE: Sept. 1, 2019 – Aug. 31, 2020									
Fee Class	Annual Base Hours	Base Wage	Base Rate	Annual OT Hours	OT Wage	OT Rate	Annual Rate	Monthly Rate (Avg)	Weekly Rate (Avg)
Services	3580	\$17.00	\$32.20	716	\$25.50	\$48.30	\$149,858.80	\$12,488.23	\$2,881.90
Holidays	N/A	N/A	N/A	84	\$25.50	\$48.30	\$4,057.20	\$338.10	\$78.02
Vacation	40	\$17.00	\$32.20	N/A	N/A	N/A	\$547.40	\$45.62	\$10.53
Sick Leave	24	\$17.00	\$32.20	N/A	N/A	N/A	\$547.40	\$45.62	\$10.53
							\$155,010.80	\$12,917.57	\$2,980.98
Focus Area Based Allocations							<i>Conceptual Allocation</i>	<i>Conceptual Allocation</i>	<i>Conceptual Allocation</i>
Downtown Vernon Street Corridor					20%		\$31,002.16	\$2,583.51	\$596.20
Historic Old Town Roseville District					20%		\$31,002.16	\$2,583.51	\$596.20
311 Vernon Street (Civic Center and Town Square)					20%		\$31,002.16	\$2,583.51	\$596.20
316 Vernon Street (City Offices)					5%		\$7,750.54	\$645.88	\$149.05
Civic Center Parking Garage					15%		\$23,251.62	\$1,937.64	\$447.15
Oak Street Parking Garage					15%		\$23,251.62	\$1,937.64	\$447.15
225 Taylor Street Downtown Library					5%		\$7,750.54	\$645.88	\$149.05
Role Based Allocations							<i>Conceptual Allocation</i>	<i>Conceptual Allocation</i>	<i>Conceptual Allocation</i>
Patrol, Response & Nuisance Abatement Services					65%		\$100,757.02	\$8,396.42	\$1,937.64
Parking Enforcement & Vehicle Security					30%		\$46,503.24	\$3,875.27	\$894.29
Guard/Standby Services					5%		\$7,750.54	\$645.88	\$149.05



TAB F – Cost Proposal

The nature of this project demands a highly trained, reliable and dedicated security officer. This role demands an employee with a wealth of experience in mitigating nuisance crime, in effectively carrying out parking enforcement duties, in positively communicating with stakeholders – even in challenging circumstances, and in representing the Client through impeccable appearance and performance. Longevity on the project will be a key driver in FSS' staff selection and will be critical to the overall success of the program for years to come. With that in mind, FSS' pricing proposal is based on the following attributes:

- Year One Blended/Averaged Officer Wage: \$18.42 hourly;
 - Base wage: \$17.00 hourly (10 hours daily), based on a 12-hour shift deployment;
 - Overtime wage: \$25.50 hourly (2 hours daily), based on a 12-hour shift deployment;
- Sponsored medical/dental/vision plan for employee/household dependents;
- 40 Hours paid leave annually;
- 24 Hours paid sick leave annually;
- All inclusive flat hourly rate (armed/uniformed patrol officer wages, employment taxes and insurances, marked/equipped new vehicle, vehicle insurance, maintenance, fuel, communication, personnel training, workers compensation insurance, liability insurance, after-hours response up to 50 calls/month);
- 3% annual increase; and
- 3% annual increase applied to wage basis on project (longevity incentive for officers)

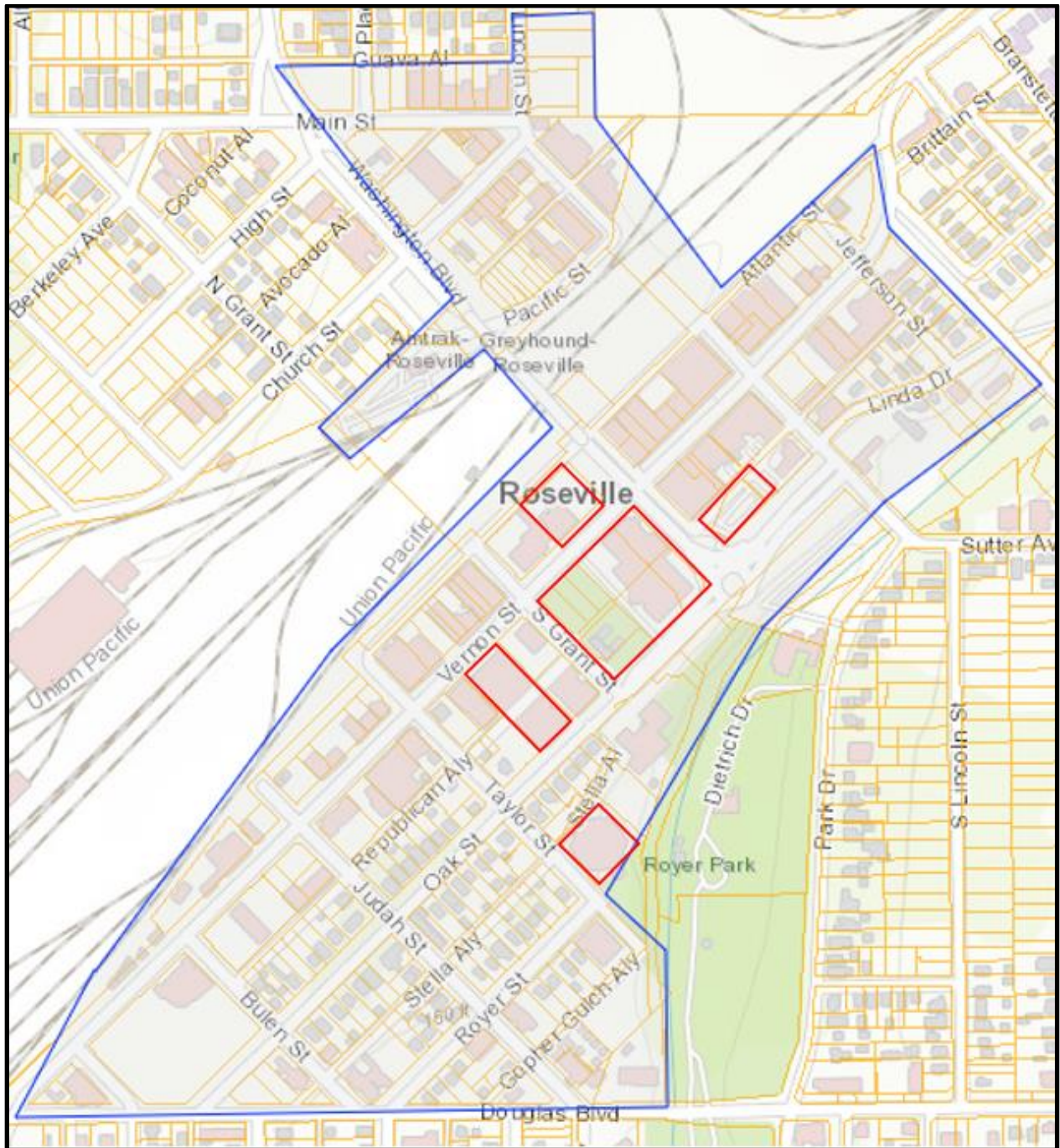
SUMMARY (Year to Year Cost Allocations Follow):

Year One:	Officer Blended Wage: \$18.42 Hourly	Annual Rate: \$155,010.80
Year Two:	Officer Blended Wage: \$18.98 Hourly	Annual Rate: \$159,680.38
Year Three:	Officer Blended Wage: \$19.55 Hourly	Annual Rate: \$164,565.45

- Excess after-hours service calls (more than 50 per calendar month arising between the hours of 9:00PM and 9:00AM) to be billed at a rate of \$35.00/response (static fee for years 1-3).

Year-to-Year Cost Proposal Follows

Downtown Security Patrol Coverage Map





COUNCIL COMMUNICATION

CC #: 0218

File #: 0502

Title: District-Based Elections
Contact: Audrey Byrnes 916-774-5268 abyernes@roseville.ca.us
Sonia Orozco 916-774-5269 sorozco@roseville.ca.us
M. Sheidenberger 916-774-5325 msheidenberger@roseville.ca.us

Meeting Date: 8/21/2019

Item #: 10.1.

RECOMMENDATION TO COUNCIL

Recommend City Council direct staff to either:

1. Bring back a resolution declaring the City of Roseville's intent to transition from an at-large election system to a district-based election system, outlining specific steps to be taken to facilitate the transition, and estimating a time frame for transition actions; or
2. Take no further action.

BACKGROUND

Per Roseville City Charter Article II Section 2.02, the electors of the City shall elect a Council of five members at-large. Thereby, electors from the entire City choose each of the four Councilmembers and the Mayor via an at-large election system.

A district-based election system would divide the City of Roseville into comparably equal but separate districts, with the electors in each district having the ability to elect one Councilmember, who resides in that specific district, to represent that specific district.

The California Voting Rights Act (CVRA) was signed into law in 2002, and it prohibits an at-large method of election that impairs the ability of a protected class (race, color or language minority group) to elect candidates of their choice or their ability to influence the outcome of an election. The intent of the law is to expand protections against vote dilution over those provided by the Federal Voting Rights Act of 1965. The CVRA makes it easy for plaintiffs to bring forth and prevail in lawsuits brought against public entities that elect their members of a governing body (Councilmembers) via an at-large system when they can prove the existence of racially polarized voting. Racially polarized voting happens when there is a difference in the choice of candidates that are preferred by voters of a protected class, and in the choice of candidates that are preferred by voters in the rest of the electorate.

2010 United States Census data denotes the following regarding Roseville's demographics:

2010 POPULATION BY RACE/ETHNIC PROFILE	COUNTS	PERCENTAGES
American Indian and Alaska Native	1,284	1%
Asian	11,625	10%
Caucasian or White	84,349	71%
Black or African American	2,744	2%
Latino or Hispanic	17,359	15%
Native Hawaiian and Other Pacific Natives	455	0%
Some Other Race	297	0%
Two or More Races	675	1%
Total Population	118,788	100%

2016 California Statewide Database denotes the following regarding Roseville's voter registration:

2016 VOTER REGISTRATION FOR NOVEMBER ELECTION	COUNTS	PERCENTAGES
Asian (surnamed)	2,909	4%
Black or African American	2,075	3%
Caucasian or White	61,173	80%
Filipino (surnamed)	1,226	2%
Latino or Hispanic	8,151	11%
Other	467	0%
Total Registration	76,001	100%

A southern California law firm and other attorney firms in the region have alleged racially polarized voting against numerous California jurisdictions regarding their at-large election system. The law firms represent a plaintiff and threaten litigation if the jurisdiction declines to voluntarily convert to district-based elections. Those jurisdictions that have chosen to defend against CVRA challenges have either voluntarily adopted district based elections, or been forced to adopt district based elections by the courts, and staff is unaware of any jurisdiction that has prevailed in defending an at-large system of election. Judgments issued against jurisdictions who have fought voluntary transition have resulted in courts imposing district elections and the cities paying legal fees ranging from hundreds of thousands of dollars up to millions of dollars.

California Government Code §34886 authorizes the legislative body of a city, including a charter city, to adopt an ordinance that requires the members of the legislative body to be elected by district or by district with an at-large elective mayor, without being required to submit the ordinance to the voters for approval. The change must be made in furtherance of the purposes of the CVRA. Staff is proposing the City Council consider transitioning to district-based elections by adopting such an ordinance. If such an ordinance is adopted, district-based elections would be enacted for the November 2020 election.

To create districts, five public hearings are required to meet legal requirements. Two public hearings would be held for public input and to discuss composition of the voting districts before draft maps are drawn. Two additional public hearings would be held to receive public input on the draft maps and the map must be published at least seven days before consideration. A final public hearing would be held to introduce the Ordinance establishing district-based elections, and the Ordinance would take effect thirty days after the second reading and adoption of the Ordinance, although some cities have adopted the Ordinance as an urgency measure at first reading.

A proposed timeline of events is outlined as follows:

DATE	MEETING TYPE	PUBLIC HEARING	ITEM TOPIC
September	Regular Meeting		Adoption of Resolution of Intention to transition

4, 2019			to district elections
September 18, 2019	Public Hearing	1	Public input on composition of voting districts
October 2, 2019	Public Hearing	2	Further public input on baseline and census geography, race/ethnicity dot density, and zoning and general plan information (must take place within 30 days of Public Hearing 1)
October 23, 2019	Public Hearing	3	Discussion of proposed district maps and sequence of elections including procedure to elect Mayor
November 6, 2019	Public Hearing	4	Public input and possible revisions to proposed district map
November 20, 2019	Public Hearing	5	Adoption of District Map, transition to district elections Ordinance introduced
December 4, 2019	Regular Meeting		Second reading of Ordinance - Consent Item (effective date January 4, 2020)

Alternatives to be considered by the City Council include:

1. Taking no action to move toward a district-based election system and thereby maintaining an at-large election system;
2. Preparing for potential litigation in the event a demand letter is received and thereby not beginning the process of moving forward with districting; or
3. Providing staff with further direction.

FISCAL IMPACT

The services of a demographer will be required whether the City Council elects to move forward with transitioning to district-based elections, or if the City is served a demand letter, thus having to defend against potential CVRA litigation. The demographer will be required to perform under specified aggressive timelines as required by the California Elections Code. Staff anticipates the cost to be approximately \$30,750.00 and approval of the professional services agreement with the demographer will be presented to the City Council for approval. The funds will come from the City Manager's General Fund Contingency budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

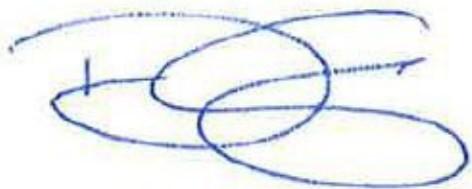
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, 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 direction on district-based elections meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Audrey Byrnes, Assistant City Clerk

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



COUNCIL COMMUNICATION

CC #: 0216

File #: 0502

Title: Demographer Services - Professional Services Agreement
Contact: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us
M. Sheidenberger 916-774-5325 msheidenberger@roseville.ca.us

Meeting Date: 8/21/2019

Item #: 10.2.

RECOMMENDATION TO COUNCIL

Recommend the City Council adopt a resolution authorizing the City Manager to execute a professional services agreement with National Demographics, Inc., to provide district election services including preparation of district election maps, district plan development, plan presentation and plan implementation.

BACKGROUND

If the City Council directs staff to initiate procedures to transition from at-large to district-based elections pursuant to California Elections Code Section 10010, the City must retain and work with a demographer to provide a detailed analysis of the City's current demographics, and any other information or data necessary to prepare a map that divides the City into voting districts in a manner consistent with the intent and purpose of the California Voting Rights Act and the Federal Voting Rights Act. National Demographics has advised numerous local public agencies within California who have converted to by-district elections.

The districting project elements include the following:

- development of a redistricting database including census and California statewide election information;
- geographic data (often including important local landmarks or local neighborhood boundaries);
- creation, hosting, and updating of a project information website;
- creating 2 to 4 initial draft maps for Council and public consideration;
- analysis and preparation for Council consideration of all whole or partial plans submitted by the public;
- conversion of all maps and reports to web-friendly versions for online posting;
- in-person presentation at five City Council meetings, facilitation of public forums, and/or any other requested meetings;
- election sequencing;
- working with the Placer County Registrar of Voters to implement the final adopted plan for the November 2020 election.

FISCAL IMPACT

The recommended professional services agreement contains a not-to-exceed amount of \$30,750.00 which is proposed to come from the City's Manager's FY2019-20 General Fund contingency budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-357

Professional Services Agreement - National Demographics, Inc.

RESOLUTION NO. 19-357

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND NATIONAL DEMOGRAPHICS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for district mapping services, by and between the City of Roseville and National Demographics, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: District Mapping Services

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

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of preparation of district election maps and district plan development, plan presentation, and plan implementation; and

WHEREAS, CONSULTANT has prepared a proposal dated June 25, 2019, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the Districting Project Elements scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.
2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated only for the tasks completed at the direction of CITY as described in EXHIBIT

“A,” attached hereto and incorporated herein by this reference. Total compensation shall not exceed thirty thousand, seven hundred and fifty dollars (\$30,750.00).

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

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

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

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

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

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

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

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

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

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

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

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

expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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

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

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

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

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

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

12. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or

making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

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

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

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

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

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

CITY OF ROSEVILLE

Sonia Orozco, City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Douglas Johnson, President
National Demographics Corporation
P.O. Box 5271
Glendale, CA 91221

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

NATIONAL DEMOGRAPHICS, INC.,
a California corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: President

and

ATTEST:

BY: 
its: Secretary/Treasurer

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

EXHIBIT “A”



National Demographics Corporation

June 25, 2019

Districting Project Elements

Includes the services listed below:\$30,750

- Project Setup and coordination:
 - Development of redistricting database including Census and California Statewide Database data;
 - Incorporation of any Geographic Information System (GIS) data that the District wishes to include and provides (often including school locations; school attendance areas; important local landmarks; or local neighborhood boundaries);
 - Initial discussion with key staff and/or Council members about demographics, communities of interest, schedule and criteria;
 - Any phone- or web-conference calls to discussion the project's progress or answer any Council, staff or media questions that may arise;
 - Preparation and processing of paper, PDF and Excel-based "public participation kits" (paper kits that allow the public to draw and submit their own plans), plus hosting, managing and processing submitted plans for an online interactive system that allows public to draw and submit proposed districting plans through a standard web browser
 - Creation, hosting, and updating of an NDC--managed project information website (if the client does not wish to manage a project website as part of its existing website).
- Plan Development:
 - Creating of 2 to 4 initial draft maps for Council and public consideration;
 - Analysis and preparation for Council consideration of all whole or partial plans submitted by the public;
 - Conversion of all maps and reports to web-friendly versions for online posting;
 - Online posting of all maps to an interactive website for detailed review;
 - Any requested additional maps and/or map revisions requested;
- Plan Presentation:
 - In-person presentation at five Council meetings, facilitation of public forum(s), and/or any other requested meetings;
- Work with the County Registrar of Voters to implement the final adopted plan.

Stated prices include all travel, printing (except public participation kits and any large-plot maps), and other anticipated expenses.

Other Potential Project-Related Expenses:

The only anticipated additional districting expenses would be any site or staff costs for conducting the community forums; and the cost of printing or copying paper copies of the "Public Participation Kit." In NDC's experience, most public participants will download and print the Kits in their own homes or offices.



National Demographics Corporation

Additional Analysis

NDC is happy to assist with any additional analysis that the client requests at our standard hourly rates:

Principal (Dr. Douglas Johnson)\$200 per hour
Vice President (Justin Levitt).....\$125 per hour
Senior Analyst.....\$75 per hour
Analyst / Clerical.....\$50 per hour

Dr. Johnson is also available for deposition and/or testimony work if needed, at \$250 per hour.

Initial Timeline

(Subject to change)

TBD	Regular City Council Meeting	Staff report outlining process to transition to district-based elections
TBD	Public Hearing #1	Adoption of Resolution of Intention - Composition of voting districts and adoption of resolution of intention. Consultant presentation on districting criteria, census geography, race/ethnicity by region, zoning and general plan information. Hearing to solicit public input on communities of interest. (Adoption of resolution must come before the hearing)
TBD	Public Hearing #2	2 nd hearing to solicit public input on communities of interest.
TBD	Public Hearing #3	Discussion of proposed district maps and sequence of elections. Council direction on map preferences and requests for map revisions.
TBD	Public Hearing #4	Adoption of district map and election sequence. Transition to district elections ordinance introduced.
TBD	Regular City Council Meeting	Second reading and adoption of ordinance



COUNCIL COMMUNICATION

CC #: 0239

File #: 0200 & 0110

Title: Tax Equity and Fiscal Responsibility Act Hearing for St. Albans Country Day School

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

Meeting Date: 8/21/2019

Item #: 11.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Conduct the public hearing under the requirements of the Tax Equity & Fiscal Responsibility Act ("TEFRA") and the Internal Revenue Code of 1986, as amended.
2. Adopt the resolution approving the issuance of the Bonds by the California Municipal Finance Authority (the "CMFA") for the benefit of St. Albans Country Day School, a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), to refinance the acquisition, construction, renovation and/or equipping of various educational facilities, which may include, but are not limited to, an administrative building, a pre-kindergarten, kindergarten and daycare building, new and renovated classrooms, a multipurpose building, a science laboratory, a computer laboratory and other educational facilities, all on the campus of St. Albans Country Day School located at 2312 Vernon Street, Roseville, California.

BACKGROUND

The CMFA previously issued its California Municipal Finance Authority Revenue Bonds (St. Albans Country Day School) Series 2013, in the original aggregate principal amount of \$2,260,000 (the "Original Bonds"), the proceeds of which were loaned to St. Albans Country Day School (the "Borrower") to finance the acquisition, construction, renovation and/or equipping of various educational facilities, which may include, but are not limited to, an administrative building, a pre-kindergarten, kindergarten and daycare building, new and renovated classrooms, a multipurpose building, a science laboratory, a computer laboratory and other educational facilities (the "Project"), all on the campus of St. Albans Country Day School located at 2312 Vernon Street, Roseville, California. The Original Bonds were purchased by U.S. Bank National Association (the "Lender"). The CMFA, the Borrower and the Lender propose to refinance the Original Bonds by causing the CMFA to reissue such bonds (such reissued bonds being referred to as the "Reissued Bonds"). Pursuant to Section 147(f) of the Code, the issuance of the Reissued Bonds by the CMFA must be approved by the City because the Project is located

within the territorial limits of the City.

In order for all or a portion of the bonds to qualify as tax-exempt bonds, the City must conduct a public hearing (the “TEFRA Hearing”) providing the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an “applicable elected representative” of the governmental unit hosting the Project must provide its approval of the issuance of the bonds for the financing of the Project.

California Municipal Finance Authority

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 300 municipalities, including the City, have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA’s representatives and its Board of Directors have considerable experience in bond financings.

The bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Reissued Bonds will contain clear disclaimers that the bonds are not bonds of the City or the State of California but are to be paid for solely from funds provided by the Borrower.

Participation by the City in the CMFA does not impact the City’s appropriations limits and will not constitute any type of indebtedness by the City. Outside of holding the TEFRA hearing and adopting the required resolution, no other participation or activity of the City or the City Council with respect to the issuance of the bonds will be required.

FISCAL IMPACT

Unlike other conduit debt issuance activities requiring a TEFRA Hearing, there is no issuance fee shared with the City for the Reissued Bonds. As such, there is no impact on the City’s General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Support of the request will allow St. Albans Country Day School to continue to provide quality education in the City of Roseville.

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 a resolution meets the above criteria and is 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

Resolution No. 19-371

RESOLUTION NO. 19-371

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 \$134,113.36, 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