



AGENDA
July 20, 2016

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

1. CALL TO ORDER

2. ROLL CALL

Councilmember: Bonnie Gore
Vice Mayor: Susan Rohan
Councilmember: Tim Herman
Councilmember: Pauline Roccucci
Mayor: Carol Garcia

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

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

5. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

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

6. CONSENT CALENDAR

NOTICE TO THE PUBLIC

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

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

6.1. 2016 Residential Resurface Project - Award of Contract and Budget Adjustment

Memo from Assistant Engineer Nicholas Graves and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-320 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND TELFER PAVEMENT TECHNOLOGIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5713 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This project will resurface numerous residential streets and the Maidu Park parking lot. The project will cost \$1,211,228.75 and will be paid for by the Gas Tax Fund and General CIP Rehabilitation Funds.

CC #: 7853

File #: 0900-04-01

CONTACT: Nick Graves 916-746-1300 ngraves@roseville.ca.us

6.2. 2016 Roseville Heights Curb Ramp Upgrade Project - Award of Contract and Execution of Agreement and Budget Adjustment

Memo from Assistant Engineer Noah Ziviglia and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-324 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND FBD VANGUARD CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5716 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends that the City Council award the 2016 Roseville Heights Curb Ramp Upgrade Project to sole bidder, FBD Vanguard Construction, Inc., in the amount of \$149,650.00 and grant staff change order authorization to exceed the award amount by 10% (\$14,965.00) and approve a budget adjustment to transfer \$40,000.00 from the Community Development Block Grant (CDBG) fund to the project account. This project is entirely funded with CDBG funds. No General Funds are being used. This project will install 22 curb ramps at various intersections within the Roseville Heights neighborhood.

CC #: 7856

File #: 0900-04-02 & 0201-01

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

6.3. Mike Shellito Indoor Pool Splash Pad Phase 1 Project - Award of Contract

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-327 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. The project scope includes construction of an outdoor recirculating water play area located within the existing fenced area of the Mike Shellito Indoor Pool. Construction costs for the project is \$311,900.00. Staff also requests authorization to approve change order requests in an amount not to exceed 10% of the contracted amount. Funding for the project was originally approved in FY2012-13 through the General City-Wide Park Fund.

CC #: 7862

File #: 0707

CONTACT: Rjahja Canlas 916-774-5505 rcanlas@roseville.ca.us

6.4. Raychem Gelports (RFQ 01-3028) - Purchase Order

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council authorize renewal of open purchase orders to OneSource Distributors for Raychem GelPort. The Electric Department has a requirement for submersible secondary connectors to be provided and installed by Roseville Electric in residential subdivisions. The estimated annual cost for Raychem GelPort is approximately \$40,000.00. Funding is included in the Electric Department's FY2016-17 budget.

CC #: 7841

File #: 0203-07

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

6.5. Aggregate Products (RFQ 01-3087) - Purchase Order

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council approve open annual purchase orders for aggregate products to Teichert Rock Products and Vulcan Materials Company. The Public Works Department Streets Division, the Environmental Utilities Department Water and Wastewater Divisions, and the Electric Department have a recurring requirement for various aggregate products, mainly used for the backfilling of trenches created in the course of their daily work. The estimated annual total is \$69,000.00, not to exceed budgeted amounts. Funding is included in the respective Departments' FY2016-17 budgets.

CC #: 7834

File #: 0203-13-01

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

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

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach

recommending Council authorize renewal of open purchase orders to One Source Distributors for faulted circuit indicators. The purpose of the faulted circuit indicator is to provide a visual indication as to where high-voltage short circuits have occurred. The estimated annual cost for faulted circuit indicators is approximately \$70,000.00. Funding is included in the Electric Department's FY2016-17 budget.

CC #: 7836

File #: 0203-07

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

6.7. Anti-Foam Chemical – Purchase Order

Memo from Power Generation Superintendent Matt Garner and Electric Utility Director Michelle Bertolino recommending Council approve a five year sole source purchase order with Bailey Street Limited in the amount of \$300,000.00 for the purchase of antifoam chemical on an as needed basis for power plant operations. Funding is included in the Electric Department budget for FY2016-17.

CC #: 7848

File #: 0203-03

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

6.8. Substation Control Building (RFQ 01-3085) - Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-316 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND SCHWEITZER ENGINEERING LABORATORIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703501). Staff recommends the award of a service agreement to Schweitzer Engineering Laboratories, Inc. as the lowest responsive bid for RFQ 01-3085 for the fabrication and delivery of a new substation control building. This will allow Douglas Substation to be integrated with the rest of the 60 kV network and will provide increased reliability. The total cost of the substation control building is \$518,246.75. Funding is included in the Electric Department's Douglas Substation Rehabilitation Project budget.

CC #: 7845

File #: 0203-07

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

6.9. High Calcium Quicklime (RFQ 01-3024) - Service Agreement Renewal

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-309 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND LHOIST NORTH AMERICA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703208). This is a request of Council to authorize a service agreement renewal with Lhoist North America, for high calcium quicklime for the City's Water Treatment Plant. This chemical is required to adjust the final effluent of PH and prevent corrosion in the distribution system. The estimated annual cost of the agreement is \$75,000.00, not to exceed budgeted amount.

CC #: 7837

File #: 0203-03

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

6.10. Self-Contained Breathing Apparatus Maintenance, Testing and Repair - Service Agreement Renewal

Memo from Administrative Analyst Katrina Rostam and Fire Chief Rick Bartee recommending Council adopt RESOLUTION NO. 16-317 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND MUNICIPAL EMERGENCY SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1705189). Staff is requesting the approval of a Service Agreement renewal with Municipal Emergency Services for maintenance, testing, and repair of the Fire Department's Self-Contained Breathing Apparatus (SCBA) utilizing the City of San Jose's Request for Quotation RFQ #20944. The Fire Department has an ongoing requirement to maintain, test, and repair their inventory of SCBAs. The estimated total value of the award is \$100,000.00. Funding is included in the Fire Department's FY2016-17 budget.

CC #: 7849

File #: 0203-12

CONTACT: Katrina Rostam 916-774-5848 krostam@roseville.ca.us

Resolutions

6.11. Maidu Park Accessible Parking Improvements Project - Notice of Completion

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-319 ACCEPTING THE PUBLIC WORK KNOWN AS MAIDU PARK ACCESSIBLE PARKING IMPROVEMENTS PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PARKS, RECREATION AND LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Parks, Recreation & Libraries Department has made a final inspection of the Maidu Park Accessible Parking Improvements 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 reconstruction of nine existing accessible parking stalls and construction of two new accessible parking stalls. 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. The project cost was \$58,550.00 and was funded with monies from the General CIP Rehabilitation Fund.

CC #: 7851

File #: 0704-01

CONTACT: Rjahja Canlas 916-774-5505 rcanlas@roseville.ca.us

6.12. Stone Point Villages 11 and 12 Certificate of Completion

Memo from Senior Construction Inspector John Hernandez and Development

Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-315 OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS STONE POINT VILLAGES 11 AND 12 PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the above 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 #: 7844

File #: 0400-04-02-1

CONTACT: John Hernandez 916-774-5486 jhernandez@roseville.ca.us

6.13. Stone Point Village 14 Certificate of Completion

Memo from Senior Construction Inspector John Hernandez and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-314 OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS STONE POINT VILLAGE 14 PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 7843

File #: 0400-04-02-1

CONTACT: John Hernandez 916 774-5486 jhernandez@roseville.ca.us

6.14. North Industrial Planning Area Parcel 50 - Roseville Self Storage Transit Bus Shelter - Construction Fee Agreement

Memo from Administrative Technician Anita Giordano and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-310 APPROVING A TRANSIT BUS SHELTER CONSTRUCTION FEE AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE SELF STORAGE LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of a Bus Shelter Construction Fee Agreement between the City of Roseville and Roseville Self Storage, Incorporated for the construction of Bus Shelter #296. The \$10,000.00 construction fee provides security for the bus shelter to be installed in the future. There is no fiscal impact to the City's General Fund or the Alternative Transportation Division's Transportation Development Act funds.

CC #: 7839

File #: 0721

CONTACT: Anita Giordano 916-774-5385 agiordano@roseville.ca.us

6.15. Roseville Square Remodel - City/Developer Reimbursement Agreement for Bus Shelter #301

Memo from Administrative Technician Anita Giordano and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-326 APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND RSS CENTER, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of the purchase and installation of Bus Shelter #301 at 1159 Roseville Square up to a maximum of \$10,000.00. This project is wholly funded through construction fee agreements with developers to remit cash payments in lieu of constructing bus shelters and no general funds will be used.

CC #: 7861

File #: 1008

CONTACT: Anita Giordano 916-774-5385 agiordano@roseville.ca.us

6.16. On-Call Traffic Impact Studies - Professional Services Agreements and Budget Adjustment

Memo from Senior Engineer Scott Gandler and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-311 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND KIMLEY-HORN AND ASSOCIATES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 16-312 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND DKS ASSOCIATES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 16-313 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND FEHR & PEERS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5714 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval of three Professional Service Agreements with DKS Associates, Fehr & Peers and Kimley-Horn for On-Call services to prepare Traffic Impact Studies and a budget adjustment of \$1,000,000.00. All traffic impact studies are 100% developer funded. All three contracts have a not-to-exceed amount of \$500,000.00 each.

CC #: 7840

File #: 0317-07

CONTACT: Scott Gandler 916-774-5439 sgandler@roseville.ca.us

6.17. Child Development Services Agreement

Memo from Recreation Superintendent Rob Nakamura and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO.

16-321 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. Under this agreement, the City can receive a maximum reimbursable amount of \$477,112.00 in FY2016-17 to cover direct program expenses. Grant funding is awarded through a California Department of Education grant, providing childcare services for over 80 children at Cirby, Kaseberg, Sargeant and Woodbridge Adventure Clubs.

CC #: 7854

File #: 0704

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

6.18. Placer Valley Sports Complex - Professional Services Agreements Amendments

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-322 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ICF JONES & STOKES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 16-323 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SALIX CONSULTING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. ICF Consulting was contracted to prepare the Placer Valley Sports Complex (PVSC) project CEQA document and Salix Consulting was contracted to obtain necessary state and federal permits for the proposed 55 acre, 10 long field Sports Complex in West Roseville. The amendment for ICF adds the development of a Supplemental Environmental Impact Report and General Plan Amendments which were not a part of the original scope of work in the amount of \$105,685.00. The Salix contract amendment includes out of scope tasks to research, understand and document the site's permit history, and modifies the permitting approach in the amount of \$26,000.00. Funding for professional consultation on this project has been allocated from the West Roseville City-wide park fund to the PVSC project, approved in FY2014-15. No General Funds are used for this project.

CC #: 7811

File #: 0704

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

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

6.19. Carry Forward of Council Discretionary Funds - Budget Adjustment

Memo from Executive Assistant to the City Manager Vicki Philpott and City Clerk Sonia Orozco recommending Council adopt ORDINANCE NO. 5718 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item authorizes staff to process a budget adjustment to move the

FY2016 remaining Council Discretionary Funds of \$2,372.00 into Council's FY2017 Discretionary Funds for appropriation to requests received in FY2017.

CC #: 7863

File #: 0102

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

Vicki Philpott 916-774-5353 vphilpott@roseville.ca.us

6.20. Stoneridge Neighborhood Park 56 - Agreement Amendment and Budget Adjustment

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-318 APPROVING A FIRST AMENDMENT TO PARK DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ELLIOTT HOMES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5712 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is a turn-key/developer built project. The soft costs for the project were not included in the original project amount. Two add alternates, a fitness station and sod in lieu of bark mulch, are slated to be added to the project. Funding for the reimbursement component of this project has been allocated from the Stoneridge Neighborhood Park Fund approved in FY2014-15. Staff is seeking approval of the \$212,376.00 budget adjustment through the Stoneridge Neighborhood Park Fund.

CC #: 7850

File #: 0201-01 & 0704-01

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

6.21. Transfer of Transportation Funds - Budget Adjustment

Memo from Alternative Transportation Analyst Eileen Bruggeman and Public Works Director Rhon Herndon recommending Council adopt ORDINANCE NO. 5711 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is a request of Council to authorize a budget adjustment that will transfer a net amount of \$3,450,000.00 of Transportation Development Act (TDA) funds from the Transportation Fund to the Transit Fund. During FY2014-15 and 2015-16 TDA funds were claimed and deposited in the Transportation Fund for budgeted street maintenance and road projects. However, funds used for the streets and roads projects were from the Transit Fund. This budget adjustment will replenish the Transit Fund and provide the appropriate accounting trail for future audits to demonstrate their use according to the claimed purposes.

CC #: 7846

File #: 0201-01 & 0721

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

6.22.Out of State Travel Request and Budget Adjustment - Environmental Utilities Department

Memo from Department Public Information Officer Maurice Chaney and Environmental Utilities Director Richard Plecker recommending Council adopt ORDINANCE NO. 5715 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and approve out of state travel for one Department Public Information Officer to attend the City-County Communications and Marketing Association annual conference in San Antonio, Texas from September 6 through September 8, 2016. Travel costs are estimated at \$2,000.00 and a budget adjustment is included for FY2016-17 Environmental Utilities Administration budget.

CC #: 7855

File #: 0600-02 & 0201-01

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

Ordinances (for second reading and adoption)

6.23.Second Reading of Ordinance - HP Campus Oaks Community Facilities District No. 2 (Public Services) - Levying Special Tax

ORDINANCE NO. 5717 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, STATE OF CALIFORNIA, ORDINANCE LEVYING SPECIAL TAX WITHIN HP CAMPUS OAKS COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES), for second reading and adoption.

CC #: 7859

File #: 0206-03-01

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Monty Hanks 916-774-5313 mhanks@roseville.ca.us

6.24.Second Reading of Ordinance - Municipal Code Amendment - Temporary A-Frame Signage

ORDINANCE NO. 5720 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 17.10.186 OF CHAPTER 17.10 OF TITLE 17 OF THE ROSEVILLE MUNICIPAL CODE REGARDING A-FRAME SIGNS, for second reading and adoption.

CC #: 7866

File #: 0321 & 0800-06

CONTACT: Derek Ogden 916-774-1348 dogden@roseville.ca.us

Reports / Requests

6.25.Out of State Travel Request – Electric Department

Memo from Electric Technology System Supervisor Sage Armstrong and Electric Utility Director Michelle Bertolino recommending Council approve out of state travel for Roseville Electric staff to attend a control system conference in Ontario,

Canada between September 19, 2016 and September 23, 2016. Travel costs are estimated at \$3,261.00 and funds are available in current fiscal year budget.

CC #: 7838

File #: 0600-02

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

Ceremonial Documents

6.26. Resolution of Commendation and Appreciation to Nancy Cox

Nancy Cox be commended for her outstanding service and dedication to the City of Roseville, congratulated for her many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 7858

File #: 0102-10

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

6.27. Resolution of Commendation and Appreciation to Matthew DiLoreto

Matthew DiLoreto be commended on his receipt of the Eagle Scout Award, congratulated on his outstanding achievements in qualifying for that high honor, and encouraged to continue his efforts to serve the community.

CC #: 7864

File #: 0102-10

CONTACT: Heather Blanco 916-774-5265 hblanco@roseville.ca.us

END OF CONSENT CALENDAR

7. RESOLUTIONS

7.1. Downtown Roseville Property and Business Improvement District: Annual Report and Management Agreement

Memo from Development Analyst Bill Aiken and Economic Development Director Chris Robles recommending Council approve the Downtown Roseville Partnership Annual Report; and adopt RESOLUTION NO. 16-325 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE DOWNTOWN ROSEVILLE PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Downtown Roseville Partnership is presenting their annual report and establishing a management agreement with the City for the Downtown Roseville PBID. Receiving the annual report has no impact to the General Fund and 2% of the assessment collected will be retained by the City to cover costs of administration of the management agreement.

CC #: 7857

File #: 0206-10-01

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

7.2. City of Roseville Debt Management Policy

Memo from Finance Director Monty Hanks recommending Council adopt RESOLUTION NO. 16-307 ADOPTING A DEBT MANAGEMENT POLICY. The Finance Department has developed the Debt Management Policy (Debt Policy) to provide guidelines for the issuance of bonds and other forms of indebtedness to finance necessary land acquisitions, capital construction, equipment, and other items for the City. There is no fiscal impact to the City's General Fund.

CC #: 7835

File #: 0203-13-01

CONTACT: Monty Hanks 916-774-5313 mhanks@roseville.ca.us

8. ORDINANCES

8.1. Jack Wallace Park at Cresthaven - Park Naming Policy Revision and Budget Adjustment

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-308 APPROVING REVISIONS TO THE PARK NAMING POLICY FOR THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5719 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FY2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is recommending Council fund a \$10,000.00 sign replacement using General Capital Improvement Project Rehabilitation funds and approve the park naming policy revision to retain eight parks within the park system to remain geographically named.

CC #: 7806

File #: 0201-01 & 0704

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

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. AB 2444 - California Parks, Water & Outdoor Access for All Act of 2016

Memo from Government Relations Administrator Mark Wolinski and Public Affairs & Communications Director Megan MacPherson requesting the City Council's support of AB 2444, the California Parks, Water, Climate, and Coastal Protection and Outdoor Access for All Act of 2016. This bill, if approved by the legislature and signed by the Governor, would authorize the issuance of bonds in a specified amount pursuant to the State General Obligation Bond Law to finance a water, climate, and coastal protection and outdoor access for all programs. There is no cost to implement an advocacy position and this item would have no direct fiscal impact to the City's budget; the advocacy provides direction only.

CC #: 7847

File #: 0114 & 0704

CONTACT: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us
Tara Gee 916-774-5253 tgee@roseville.ca.us

9.2. Council Discretionary Funds Request - Roseville Community Crime Stoppers

Foundation

Memo from Executive Assistant to the City Manager Vicki Philpott and City Clerk Sonia Orozco recommending Council consider the request for discretionary funding in the amount of \$1,000.00 from the Roseville Crime Stoppers, a non-profit public benefit organization, for sponsorship of the annual 4th of July Fun Run. Sponsorships for this event are used year round for cash rewards for information leading to arrests and convictions in serious crimes committed in Roseville and for scholarships for Roseville youth pursuing careers in public safety.

CC #: 7860

File #: 0102

CONTACT: Sonia Orozco 916-774-5226 sorozco@roseville.ca.us
Vicki Philpott 916-774-5353 vphilpott@roseville.ca.us

9.3. Council Discretionary Funds Request - Roseville Coalition of Neighborhood Associations

Memo from Executive Assistant to the City Manager Vicki Philpott and City Clerk Sonia Orozco recommending Council consider the request for discretionary funding in the amount of \$5,000.00 from the Roseville Coalition of Neighborhood Associations. The request is for two highly anticipated annual community events - Movies in the Park and Santa in the Park. Funds will cover the expenses for six movies and one Santa event.

CC #: 7852

File #: 0102

CONTACT: Sonia Orozco 916-774-5226 sorozco@roseville.ca.us
Vicki Philpott 916-774-5353 vphilpott@roseville.ca.us

10. COUNCIL / STAFF / REPORTS/ COMMENTS

10.1. Property Tax Update - Finance Director Monty Hanks

11. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 7853

File #: 0900-04-01

Title: 2016 Residential Resurface Project - Award of Contract and Budget Adjustment

Contact: Nick Graves 916-746-1300 ngraves@roseville.ca.us

Meeting Date: 7/20/2016

Item #: 6.1.

RECOMMENDATION TO COUNCIL

Staff recommends the Council Council take the following actions:

1. Adopt the attached resolution, awarding the 2016 Residential Resurface Project to the lowest responsive bidder, Telfer Pavement Technologies, LLC, in the amount of \$1,211,228.75 and granting staff change order authorization to exceed the award amount by 10% (\$121,122.87), and authorizing the City Manager to execute the construction agreement.

2. Approve the attached ordinance for a Budget Adjustment to transfer \$1,508,000 from the Gas Tax Fund to the project account to cover all construction and staff related costs.

This project will resurface numerous residential streets and the Maidu Park parking lot.

BACKGROUND

The scope of this project includes a roadway resurfacing application to various residential streets and the Maidu Regional Park parking lot. The residential streets to receive the resurfacing application are shown on attached Exhibit A and include portions of the Silverado Oaks and Westpark subdivisions, as well as the Maidu Park parking lot. Resurfacing the Maidu parking lot is identified in the Library Remodel Capital Improvement Project but is being included in this contract because it is a similar type of work as roadway resurfacing and therefore creates a cost savings due to the economy of scale. This project is part of our proactive street pavement maintenance program designed to seal, protect, and preserve the underlying pavement by placing relatively affordable asphalt resurfacing products at 7 to 10 year intervals to keep our streets in good condition to avoid pavement failure that would require more costly rehab/reconstruction. Our streets are inspected and rated every three years and that data is put into our pavement management software database to help guide us as to which streets to resurface in any given year. This systematic approach is how we determine which streets to resurface each year to get the most out of our limited funding over the long term.

On May 4, 2016 the City Council approved the plans and specifications for the project and authorized staff to call for bids. Five bids were received and opened on June 6, 2016. The lowest bid received was from Telfer. However, at the bid opening, the second lowest bidder took issue with the fact that the Department of Industrial Relations ("DIR") registration information was not provided by Telfer with their bid. A review of the DIR's registration database immediately following

the bid opening confirmed that Telfer and its subcontractors were properly registered with the DIR at the time of the bid opening and therefore in compliance with the Labor Code. Their registration numbers were provided to the City shortly after the bid opening. Therefore, staff is recommending award of the contract to the low bidder, Telfer.

The engineer's estimate and bids are as follows:

Engineer's Estimate	\$ 1,988,700.00
Telfer Pavement Technologies	\$ 1,211,228.75
Intermountain Slurry Seal	\$ 1,384,384.00
Sierra Nevada Construction	\$ 1,476,007.00
VSS International	\$ 1,600,000.00
CA Pavement Maintenance Co	\$ 1,648,151.50

Construction is scheduled to begin early August and be completed by October of this year.

PUBLIC OUTREACH

Public Works Staff has been working with our communication team to develop a public outreach campaign to keep the community informed of the project's progress and traffic impacts during the construction phase of the project. This includes disseminating the latest project information on the City's web page and through news stories, traffic alerts, and social media. Staff will also send letters to residents and businesses adjacent to the project area explaining the planned work, the type of pavement treatment that will be used, and what the recipients can expect before, during, and after the project. Prior to working on each street, the contractor will provide door hangers and place temporary No Parking signs on barricades informing the residents and businesses of the scheduled resurfacing date for that street.

FISCAL IMPACT

The project will cost \$1,332,351.62, which includes a 10% change order authorization for contingency. The project will be funded by \$1,508,000 from Gas Tax Funds and \$70,000 from General CIP Rehabilitation funds. The funds will be used for: the construction agreement; construction contingency; administration; construction management; and materials testing. The General CIP Rehabilitation funds will only be used for the work at Maidu Park.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this project will create 13.2 jobs.

ENVIRONMENTAL REVIEW

The proposed project involves the maintenance 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,

Nicholaus Graves, Assistant Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Location Map

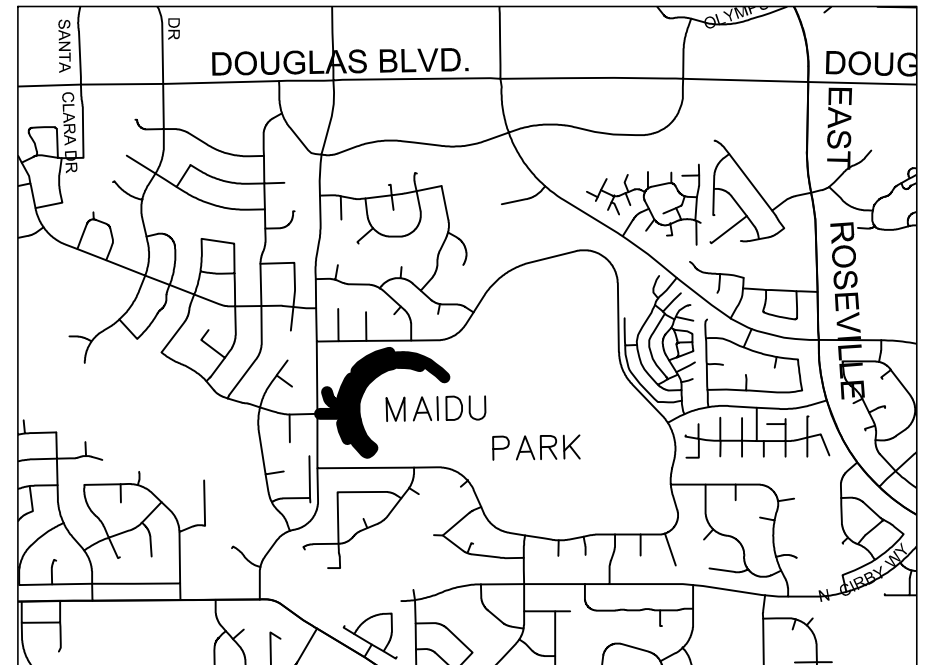
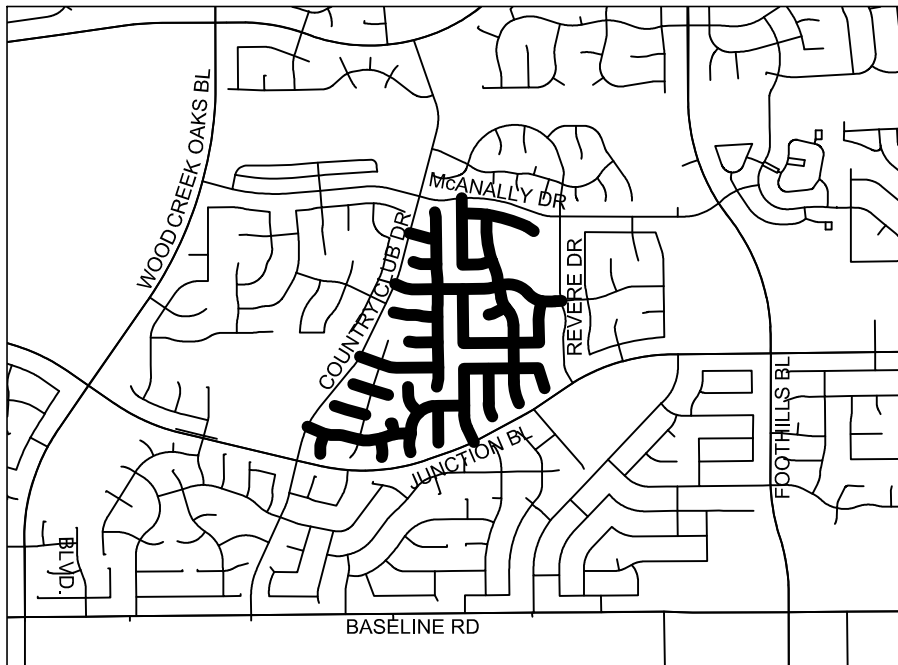
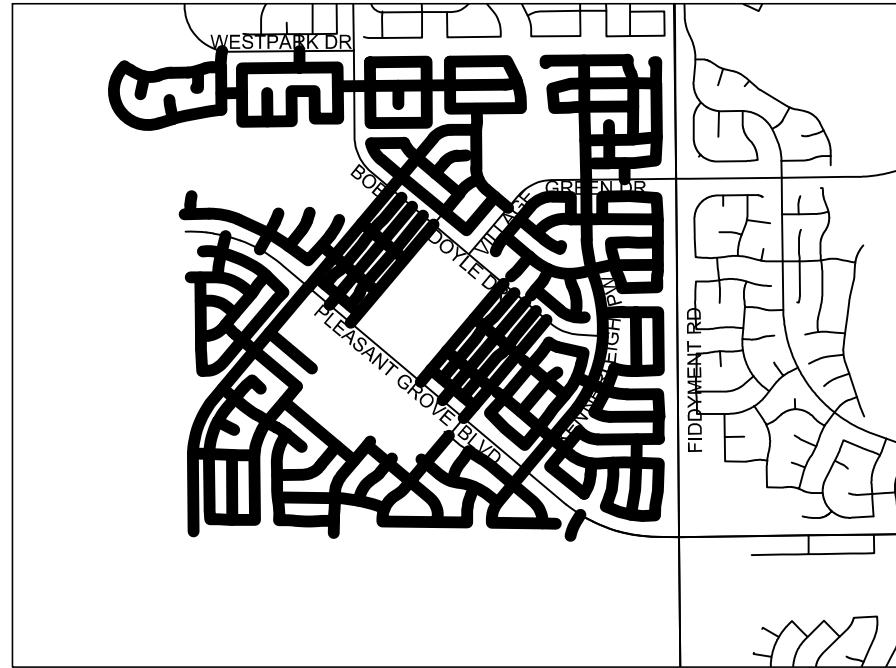
Resolution No. 16-320

Contract

Ordinance No. 5713

Budget Adjustment

EXHIBIT "A"
2016 RESIDENTIAL RESURFACING PROJECT LOCATION MAP



RESOLUTION NO. 16-320

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND
TELFER PAVEMENT TECHNOLOGIES, LLC, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement regarding the 2016 Residential Resurface Project, by and between the City of Roseville and Telfer Pavement Technologies, 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

BE IT FURTHER RESOLVED that the Public Works Director shall be authorized to approve change orders for the Project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

THIS AGREEMENT, is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation, ("CITY"), and Telfer Pavement Technologies, LLC, a Mississippi Corporation, ("CONTRACTOR"),

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the ____ day of _____, 20__, approved plans and specifications for the 2016 Residential Resurface Project

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

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

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

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a meeting of the City Council held on the ____ day of _____, 20__, the 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, equipment and insurance required for the 2016 Residential Resurface 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 one million, two hundred eleven thousand, two hundred twenty eight dollars and seventy five cents (\$1,211,228.75) for the Work.

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 \$4,250 per day as liquidated damages, in the event of such delay.

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

6. ATTORNEY'S FEES; VENUE; GOVERNING LAW. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

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

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

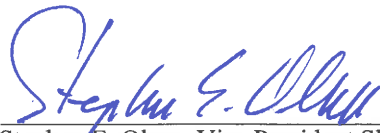
11. INTEGRATED AGREEMENT. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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

CITY OF ROSEVILLE,
a municipal corporation

CONTRACTOR:
Telfer Pavement Technologies, LLC

By: _____
ROB JENSEN
City Manager

By: 
its: Stephen E. Olsen, Vice President Slurry Division

ATTEST:

AND

By: _____
SONIA OROZCO
City Clerk

By: _____
its: _____

APPROVED AS TO FORM:

Business License #: 00834378

By: _____
ROBERT R. SCHMITT
City Attorney

ORDINANCE NO. 5713

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

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the 2016 Residential Resurface Project per request of the Public Works Department, as listed on the attached Request for Budget Adjustment totaling \$1,508,000.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Nick Graves

DEPARTMENT/DIVISION*: Public Works / Engineering

FISCAL YEAR/EFFECTIVE DATE*: 16/17

PROPOSED COUNCIL DATE (if applicable): 07/20/2016

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
1,508,000	21501	6130	201			Residential Resurfacing - Construction
\$ 1,508,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
1,508,000			201			Gas Tax Available Resources
\$ 1,508,000	TOTAL					

FINANCE USE	Approved:	<i>Nancy Rothlisberger</i>	6/30/16	<i>Kathy Cullen</i>	6/30/16
	BUDGET MANAGER/DESIGNEE		DATE	Finance Director	Date

Justification for Budget Adjustment*:

Funds needed for construction contract, construction management and materials testing, and staff.

Approved:	<i>[Signature]</i>	6-30-2016	Approved:		
REQUESTING DEPARTMENT HEAD / DESIGNEE		DATE	CITY MANAGER		DATE



COUNCIL COMMUNICATION

CC #: 7856

File #: 0900-04-02 & 0201-01

Title: 2016 Roseville Heights Curb Ramp Upgrade Project - Award of Contract and Execution of Agreement and Budget Adjustment

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

Meeting Date: 7/20/2016

Item #: 6.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council award the 2016 Roseville Heights Curb Ramp Upgrade Project to sole bidder, FBD Vanguard Construction, Inc., in the amount of \$149,650.00 and grant staff change order authorization to exceed the award amount by 10% (\$14,965.00). Staff also recommends that the City Council adopt the attached resolution which authorizes the City Manager to execute the construction agreement, and approve a budget adjustment to transfer \$40,000.00 from the Community Development Block Grant (CDBG) fund to the project account.

BACKGROUND

The Roseville Heights neighborhood is one of the original developments in Roseville, with a majority of the homes and infrastructure being constructed in the early 1900's. Since originally constructed, various projects have installed a partial network of sidewalks along the streets in this neighborhood. However, a majority of the sidewalks were installed prior to the requirement to construct curbs ramps at intersections. Vertical curbs now act as "architectural barriers" for some residents trying to access the existing sidewalk. This project will install 22 curb ramps at various intersections within the Roseville Heights neighborhood.

On May 4th, 2016, the City Council approved the plans and specifications and authorized staff to call for bids. The bid opening was held on June 7th, 2016 and a total of 1 bid was received. The engineer's estimate and sole bid are as follows:

	Bid Results
Engineer's Estimate	\$120,000.00
FBD Vanguard Construction, Inc.	\$149,650.00

Staff has reviewed the bid from sole bidder, FBD Vanguard Construction, Inc. and found their bid to be complete and in order. We anticipate construction will begin in early-August, with completion by late-September 2016.

PUBLIC OUTREACH

Staff recognizes that whenever we replace pedestrian facilities, we inconvenience the residents and traveling public. Much of the work will be conducted outside the traveled way for vehicles, resulting in only a minimal impact on vehicular and pedestrian travel and roadside parking. Considering these factors, an informational flyer will be mailed to the residents within and near the project limits approximately 2 weeks prior to construction. Letters will also be distributed to residents within and near the project limits 48 hours prior to the start of work as a reminder and to inform them of any parking restrictions. Finally, temporary construction signs will be placed near the project limits 48 hours prior to the start of work indicating areas where parking will be temporarily prohibited. In addition, staff will run a news story on the City's website, through social media, and in the City's E-News letter as well as provide notification to the Roseville Coalition of Neighborhood Associations (RCONA).

FISCAL IMPACT

Over the past couple years, staff has observed a steady increase in the cost of construction with a sharper increase occurring in the past year. This resulted in a bid approximately 25% over the engineers estimate. Staff researched projects of similar size and scope and determined the cost increase to be consistent. This increase is attributed to the improving economy and the increase in development construction. Staff will continue to adjust estimates to the accommodate the increase in costs.

Existing CDBG funds budgeted in FY16 will cover construction costs. The additional \$40,000 in CDBG funding in the requested budget adjustment will cover the construction contingency and construction management. No General Funds are allocated for this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this project will create 1.6 jobs.

ENVIRONMENTAL REVIEW

The proposed project involves the minor alteration 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,

Noah Siviglia, Assistant Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Project Location Map

Resolution No. 16-324

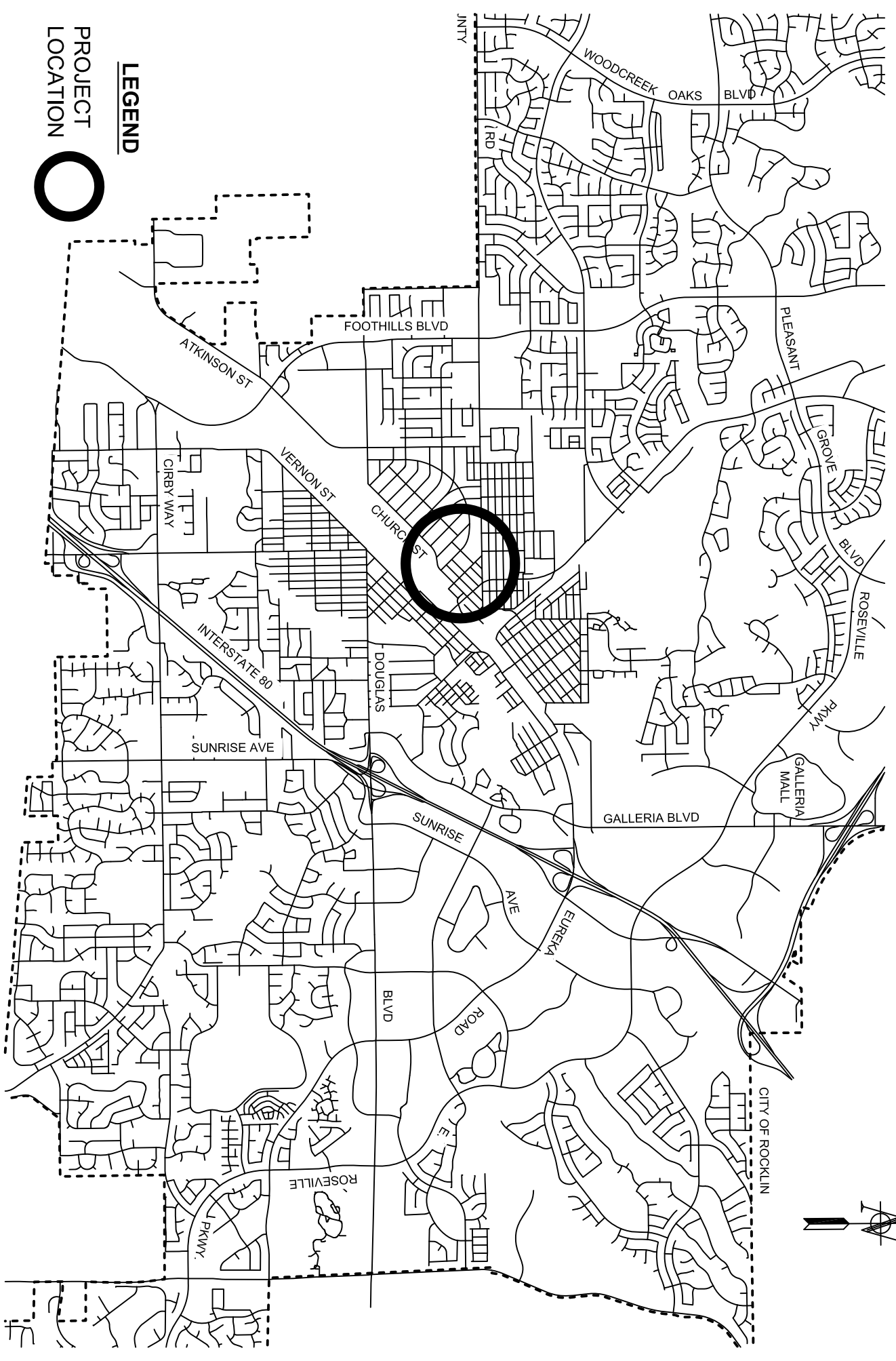
Agreement

Ordinance No. 5716

Budget Adjustment

2016 ROSEVILLE HEIGHTS CDBG CURB RAMP PROJECT

VICINITY MAP



LEGEND



RESOLUTION NO. 16-324

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND
FBD VANGUARD CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER
TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement regarding the 2016 Roseville Heights Curb Ramp Upgrade Project, by and between the City of Roseville and FBD Vanguard Construction, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the Public Works Director is authorized to approve change orders for the Project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

THIS AGREEMENT, is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation, ("CITY"), and **FBD VANGUARD CONSTRUCTION, INC.**, a **Corporation**, ("CONTRACTOR"),

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the ____ day of _____, 20__, approved plans and specifications for the **2016 Roseville Heights Curb Ramp Upgrade Project**

and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the **7th** day of **June**, 2016, and

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

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

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a meeting of the City Council held on the ____ day of _____, 20__, the 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, equipment and insurance required for the 2016 Roseville Heights Curb Ramp Upgrade 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 \$149,650.00

One hundred forty-nine thousand six hundred fifty dollars and zero cents for the Work.

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 \$ 1,000.00 per day as liquidated damages, in the event of such delay.

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

6. ATTORNEY'S FEES; VENUE; GOVERNING LAW. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

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

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

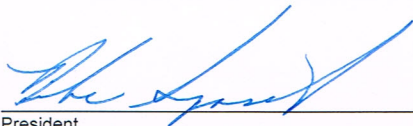
11. INTEGRATED AGREEMENT. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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

CITY OF ROSEVILLE,
a municipal corporation

CONTRACTOR:
FBD VANGUARD CONSTRUCTION, INC.

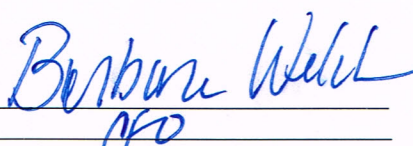
By: _____
ROB JENSEN
City Manager

By: 
its: President

ATTEST:

AND

By: _____
SONIA OROZCO
City Clerk

By: 
its: 

APPROVED AS TO FORM:

Business License #: **00832471**

By: _____
ROBERT R. SCHMITT
City Attorney

ORDINANCE NO. 5716

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

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the 2016 Roseville Heights Curb Ramp Project per request of the Public Works Department, as listed on the attached Request for Budget Adjustment totaling \$40,000.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

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

REQUESTER*: Noah Siviglia

DEPARTMENT/DIVISION*: Public Works - Engineering

FISCAL YEAR/EFFECTIVE DATE*: FY17

PROPOSED COUNCIL DATE (if applicable): 07/20/2016

For more detailed budget adjustment training information, including examples, please click on the following link:

Miscellaneous Budget Training Information.

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
40,000	20006	6130	260	162508	46	2016 Roseville Heights Curb Ramp Project
\$ 40,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
40,000	08115	5916	260			CDBG Grants
\$ 40,000	TOTAL					

FINANCE USE	Approved:		
	<i>Kathy Cullen</i>	6/25/16	<i>Wally Haul</i>
	BUDGET MANAGER/DESIGNEE	DATE	Finance Director: DATE

Justification for Budget Adjustment*:

Additional budget is required as a result of the low bid exceeding the engineers estimate. The additional funding will supply budget for construction contingency and construction management. Additional funds coming from unspent entitlement from prior years.

Approved:		Approved:	
<i>[Signature]</i>	6-29-2016		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 7862

File #: 0707

Title: Mike Shellito Indoor Pool Splash Pad Phase 1 Project - Award of Contract

Contact: Rjahja Canlas 916-774-5505 rcanlas@roseville.ca.us

Meeting Date: 7/20/2016

Item #: 6.3.

RECOMMENDATION TO COUNCIL

Award the Mike Shellito Indoor Pool Splash Pad Phase 1 Project to apparent low bidder, Sierra Valley Construction, Inc., authorize the City Manager to execute the agreement with Sierra Valley Construction, Inc. in the amount of \$311,900.00, and authorize staff to approve change order requests in an amount not to exceed 10% of the contract amount.

BACKGROUND

The Mike Shellito Indoor Pool is located on Fairway Drive in the Highland Reserve Specific Plan.

The approved Central Park master plan identified an interactive splash pad for public use via the indoor pool as well as an area that would provide water play opportunities via the park. Phase 1 includes an outdoor recirculating water play area located within the existing fenced area of the Mike Shellito Indoor Pool. A small outdoor area was set aside during the construction of the pool to allow for phased construction of this amenity. This initial phase of the splash pad is geared toward two to five year olds. Additionally it will include installation of the mechanical equipment (e.g. tanks, filters, timers, pumps, etc.) for the future, larger Phase 2 project. Phase 2 will include a larger water play area, geared toward older children. This space has been reserved outside of the existing indoor pool fencing. By installing the infrastructure for the future phase now, an overall cost savings will be achieved through an economy of scale and a decrease in redundant work.

City Council approved the project plans and specifications at the February 17, 2016 meeting. A total of 6 bids were received and opened on March 21, 2016. The engineer's estimate and bid results are as follows:

Bidder	Total Lump Sum Bid
Sierra Valley Construction, Inc.	\$311,900.00
Tricon Aquatics	\$420,761.00
Engineer's Estimate	\$267,604.00

Staff recommends award of the project to Sierra Valley Construction, Inc. in the amount of \$311,900.00. The project budget has sufficient funds to cover the additional construction costs.

During the course of construction, it is common to encounter unanticipated or changed conditions in the field which necessitate additions or other modifications to the project. Staff requests authorization to approve change order requests in an amount not to exceed 10% of the contract amount.

FISCAL IMPACT

Funding for the project was approved in the FY2012/13 budget through the general city-wide park fund. Sufficient funds have been allocated to cover the low bid amount in a capital improvement project account and have been rolled over annually, therefore ensuring the allocation is secured for this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

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

ENVIRONMENTAL REVIEW

Project level CEQA compliance for the Mike Shellito Indoor Pool Splash Pad Phase 1 project was accomplished with preparation of the Central Park Master Plan and Aquatic Center Initial Study/Mitigated Negative Declaration (adopted June 21, 2006). Because the Mike Shellito Indoor Pool Splash Pad Phase 1 project is consistent with the project evaluated in the 2006 Initial Study, no new effects would be expected to occur and all applicable mitigation measures from the Initial Study will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Rjahja Canlas, Park Development Analyst

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Bid Summary

Resolution No. 16-327

MSIP Splashpad - Agreement

RFQ # 13-037

DATE: May 2, 2016

TIME: 3:05 PM

BID BOND REQUIRED: YES

BID SUMMARY SHEET

BID OPENING FOR:

MIKE SHELLITO INDOOR POOL SPLASH

PAD PHASE 1 PROJECT (REBID)



Bidders Name City, State	Bid Bond	Total Lump Sum Bid
Sierra Valley Construction, Inc. Loomis, CA	YES	\$ 311,900. ⁰⁰
Tricon Aquatics, Rancho Cordova, CA	YES	\$ 420,761. ⁰⁰

Please Sign-In

Staff

Visitors (Name & Company)

Visitors (Name & Company)

Manoj Kumar

[Signature]

[Signature]

Dave Cracchiolo Tricon Aquatics

Shawn Lange Sierra Valley

RESOLUTION NO. 16-327

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERR VALLEY CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement regarding the Mike Shellito Indoor Pool Splash Pad Phase 1 Project, by and between the City of Roseville and Sierra Valley Construction, Inc., has been reviewed by the City Council; and

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

THIS AGREEMENT, is made and entered into this _____ day of _____,
20____, by and between the City of Roseville, a municipal corporation, ("CITY"), and
Sierra Valley Construction, Inc, a Corporation,
("CONTRACTOR"),

W I T N E S S E T H:

WHEREAS, the City Council of the City of Roseville, at a meeting held on the 3rd day
of February, 2016, approved plans and specifications consisting of the General
Conditions for Buildings and Grounds and Special Conditions for the
Mike Shellito Indoor Pool Splash Pad Phase 1 Project (Rebid)

and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the 2nd day of May, 2016, and

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

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

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a meeting of the City Council held on the _____ day of _____, 20_____, the City Council found and declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in accordance with the aforementioned specifications,

NOW, THEREFORE, the parties hereto as follows:

1. THE WORK. CONTRACTOR agrees:

(a) To do the work and furnish all the labor, materials, tools, equipment and insurance required for the Mike Shellito Indoor Pool Splash Pad Phase 1 Project (Rebid)

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

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

2. PAYMENT. CITY shall pay CONTRACTOR \$311,900.00 for the Work to be done under this contract in accordance with the Contract Documents.

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

All Contract Documents are intended to operate so that any work called for in any one

and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 800 per day as liquidated damages, in the event of such delay.

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

6. ATTORNEY'S FEES, VENUE, GOVERNING LAW. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

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

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

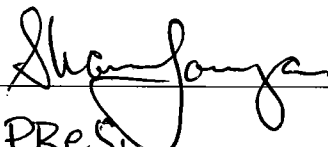
11. INTEGRATED AGREEMENT. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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

CITY OF ROSEVILLE
a municipal corporation

By: _____
ROB JENSEN
City Manager

CONTRACTOR:
Sierra Valley Construction, Inc

By:  _____
its: PRES. _____

ATTEST:

and

By: _____
SONIA OROZCO
City Clerk

By: _____
its: _____

APPROVED AS TO FORM:

Business License #: 802027

By: _____
ROBERT R. SCHMITT
City Attorney



COUNCIL COMMUNICATION

CC #: 7841
File #: 0203-07

Title: Raychem Gelports (RFQ 01-3028) - Purchase Order
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 7/20/2016
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Recommend Council authorize renewal of open purchase orders to OneSource Distributors for Raychem GelPort. The estimated annual spend is \$40,000.00, or up to department budgeted amount.

BACKGROUND

The Electric Department has a recurring requirement for submersible secondary connectors. The submersible secondary connectors are provided and installed by Roseville Electric in residential sub-divisions. In new residential sub-divisions the developers reimburse the City.

The bid was awarded in October 2014 and allowed for optional renewal years, with this being the second of four optional renewal year. The vendor has been performing satisfactorily and in accordance with the terms and conditions of the bid.

FISCAL IMPACT

The estimated annual cost for Raychem GelPort is approximately \$40,000.00. Funding is included in the Electric Department's FY2016/17 budget. The submersible GelPorts are initially purchased as needed using the Central Stores inventory replacement account. The submersible GelPorts are ultimately purchased from Central Stores by the Electric Department for use on an as needed basis and charged to their department's account.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

§15061(b)(3). Raychem GelPort does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director

A handwritten signature in blue ink, appearing to read "Rob Jensen", with a long horizontal flourish extending to the right.

Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 7834

File #: 0203-13-01

Title: Aggregate Products (RFQ 01-3087) - Purchase Order
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 7/20/2016

Item #: 6.5.

RECOMMENDATION TO COUNCIL

Recommend Council approve open annual purchase orders for aggregate products to Teichert Rock Products and Vulcan Materials Company. The estimated annual total is \$69,000.00, not to exceed budgeted amounts.

BACKGROUND

The Public Works Department Streets Division, the Environmental Utilities Department Water and Wastewater Divisions, and the Electric Department have a recurring requirement for various aggregate products, mainly used for the backfilling of trenches created in the course of their daily work.

A formal bid was issued where vendors were asked to provide pricing for eleven different aggregate products, delivered, and will call. The award is based on the lowest responsible bid for each line item.

The following bids were received. See the attached bid summary sheet for breakdown of line items.

FISCAL IMPACT

The estimated annual total is \$69,000.00. Funding is included in the respective Departments' FY2016/17 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 (CEQA Guidelines §15061(b)(3)). The purchase of aggregate products does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Bid Summary Sheet

RFQ #01-3087

DATE: May 24, 2016

TIME: 3:05 PM

BID BOND REQUIRED: NO

BID SUMMARY SHEET

BID OPENING FOR:
AGGREGATE PRODUCTS

2016 - 2017

Delivered



Bidders Name City, State	Drain Rock	Rip Rack Rock	Pea Gravel	Regular 1/2	Regular 3/4	AB Class II Road Rock	Concrete Sand	Fill Sand Washed	Top Soil	Concrete Mix 1"	Concrete Mix 3/4"
Teichert Rock Products	NO BID	—	—	—	—	—	—	—	—	—	—
Vulcan Materials Company Sacramento, CA	\$24.25	NA	26.25	25.95	25.75	22.95	23.75	23.25	19.95	27.25	NA

Please Sign-In

Staff

Visitors (Name & Company)

Visitors (Name & Company)

Mary Esquivel
Joseph Sparks
A. Ch...
Ballette Owens

(2 of 2)

RFQ #01-3087

DATE: May 24, 2016

TIME: 3:05 PM

BID BOND REQUIRED: NO

BID SUMMARY SHEET

BID OPENING FOR:
AGGREGATE PRODUCTS
2016 - 2017

Will Call



Bidders Name City, State	Drain Rock	Rip Rack Rock	Pea Gravel	Regular 1/2	Regular 3/4	AB Class II Road Rock	Concrete Sand	Fill Sand Washed	Top Soil	Concrete Mix 1"	Concrete Mix ¾"
Teichert Rock Products	\$15.50	20.00	16.00	22.00	16.00	14.00	16.00	16.00	10.00	16.00	16.00
Vulcan Materials Company Sacramento, CA	14.25	NA	16.25	15.95	15.75	12.95	13.75	13.25	9.25	17.25	NA

Please Sign-In

Staff

Visitors (Name & Company)

Visitors (Name & Company)

Mary Esquivel
Joseph Spalke
A. Qui
Ballette Owens



COUNCIL COMMUNICATION

CC #: 7836
File #: 0203-07

Title: Faulted Circuit Indicators (RFQ 2095) - Purchase Order Renewal
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 7/20/2016
Item #: 6.6.

RECOMMENDATION TO COUNCIL

Recommend Council authorize renewal of open purchase orders to One Source Distributors for faulted circuit indicators. The estimated annual cost is \$70,000.00, or up to department budgeted amount.

BACKGROUND

The Electric Department has a recurring requirement for faulted circuit indicators. The purpose of the faulted circuit indicator is to provide a visual indication as to where high-voltage short circuits have occurred. The indicators decrease trouble shooting time significantly and, as a result, extend the life of the equipment.

The bid was awarded in January 2014 and allowed for optional renewal years, with this being the second of four optional renewal year. The vendor has been performing satisfactorily and in accordance with the terms and conditions of the bid.

FISCAL IMPACT

The estimated annual cost for faulted circuit indicators is approximately \$70,000.00. Funding is included in the Electric Department's FY2016/17 budget. The faulted circuit indicators are initially purchased as needed using the Central Stores inventory replacement account. The faulted circuit indicators are ultimately purchased from Central Stores by the Electric Department for use on an as needed basis and charged to their department's account.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3). Faulted circuit indicators do not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director

A handwritten signature in blue ink, appearing to read "Rob Jensen", with a long horizontal flourish extending to the right.

Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 7848
File #: 0203-03

Title: Anti-Foam Chemical – Purchase Order
Contact: Matt Garner 916-746-1691 mgarner@roseville.ca.us

Meeting Date: 7/20/2016
Item #: 6.7.

RECOMMENDATION TO COUNCIL

Award a five-year sole source purchase order to Bailey Street Limited for the purchase of antifoam chemical on an as needed basis for power plant operations. The total cost of the purchase order is \$300,000.00. Funding is included in the Electric Department budget for Fiscal Year 2016-17.

BACKGROUND

The Roseville Energy Park (REP) license requires the operation of a Zero Liquid Discharge (ZLD) system to eliminate process water discharges. The ZLD system creates slurries that require treatment with chemical antifoaming agents.

Bailey Street Limited (formerly a division of Aries Tek Incorporated) created a custom chemical specifically designed to control foaming in the REP slurry. The amount of the chemical agent needed depends upon the how much the REP operates and the chemistry of the process water. The multi-year sole source purchase order will be used to purchase the antifoam agent as needed.

FISCAL IMPACT

Funding is included in the Electric Department budget for Fiscal Year 2016-17. The total cost of the purchase order for 5 years will not exceed \$300,000.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Matt Garner, Power Generation Superintendent

Michelle Bertolino, Electric Utility Director

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

Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 7845
File #: 0203-07

Title: Substation Control Building (RFQ 01-3085) - Service Agreement
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 7/20/2016
Item #: 6.8.

RECOMMENDATION TO COUNCIL

Recommend Council authorize award of a service agreement to Schweitzer Engineering Laboratories, Inc. as the lowest responsive bid for RFQ 01-3085 for the fabrication and delivery of a new substation control building. The total cost of the substation control building will not exceed \$518,246.75. Additionally, adopt a resolution authorizing the City Manager to sign the attached service agreement.

BACKGROUND

As part of the Douglas Substation Rehabilitation project, a new control building is required that will house relaying and control system. This allows Douglas Substation to be integrated with the rest of the 60 kV network which allows for increased reliability.

A formal bid was issued where vendors were asked to provide pricing for the fabrication and delivery of a new substation control building. The award is based on a grand total for this building.

The following bids were received:

<u>BIDDER</u>	<u>TOTAL UNIT PRICING</u>
Schweitzer Engineering Laboratories, Inc.	\$518,246.75
Pullman, WA	

Crown Technical Systems	\$486,585.29
Fontana, CA	

Crown Technical Systems was deemed non-responsive because they were not registered with the Department of Industrial Relations (DIR) at the time of the bid opening. Specifically, Labor Code section 1725.5 states that in order for a contractor to be eligible to bid on a public works project, they must be registered with the DIR. Prior to the bid opening, Crown Technical Systems was notified of this requirement and informed us that they would not be registering with the DIR. At the time of the bid opening they still were not registered with the DIR, therefore Schweitzer Engineering Laboratories, Inc., will be awarded the service agreement as the lowest responsive

bidder.

FISCAL IMPACT

The cost for the substation control building is \$518,246.75. Funding is included in the Electric Department's Douglas Substation Rehabilitation Project Fund. \$493,772.75 was included in the FY2015/16 budget and will be carried over into the FY2016/17 budget. The remaining \$24,474.00 is included in the Electric Department's Douglas Substation Rehabilitation Project Fund FY2016/17 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-316

Service Agreement

RESOLUTION NO. 16-316

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

WHEREAS, a service agreement (Service Agreement No. S1703501) for the fabrication and delivery of a substation control building, between City of Roseville and Schweitzer Engineering Laboratories, Inc., has been prepared and 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 _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

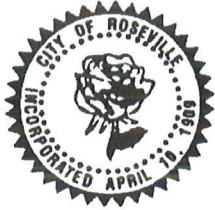
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1703501**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: _____ DATE: 6/3/16

SUBMIT ALL INVOICES TO:

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

Contractor No.: V23808
Telephone No.: (509) 332-1890 Fax:
Email address: Selcontracts@selinc.com
Contractor: SCHWEITZER ENGINEERING LABORATORIES, INC.
ATTN: JOSEPH NESTEGARD
2350 NE HOPKINS COURT
PULLMAN, WA 99163

Department: ELECTRIC

Acct. Code: 40002-6130 / 144001-20

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

Start Date	Terms	Completion Date	Insurance Limits	Contact
*ASAP	NET 30	PAYMENT UPON FINAL INVOICE	Approved by Risk Mgt.	VINCE BOTTONI

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
VENDOR SHALL PROVIDE THE FABRICATION AND DELIVERY OF A SUBSTATION CONTROL BUILDING IN ACCORDANCE
WITH ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF RFQ 01-3085.

PLEASE CONTACT VINCE BOTTONI AT 916-774 5641 FOR QUESTIONS REGARDING THIS CONTRACT

*PROPER INSURANCE MUST BE IN PLACE BEFORE SERVICE CAN BEGIN.

Total Cost of Service: \$ **518,246.75**

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

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

Business License No.: _____ Contractor License No.: _____ DIR Registration No.: 1000014087

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____

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

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 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 Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 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. 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.

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

ATTACHMENT A

HUMAN RESOURCES/RISK MANAGEMENT DIVISION INSURANCE REQUIREMENTS – SERVICE AGREEMENT CONSTRUCTION

Required Coverage:

- General Liability: \$2,000,000 per occurrence
\$4,000,000 aggregate
Personal Injury:
\$2,000,000 per occurrence
\$4,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit
- Workers' Compensation: Statutory

- *Policies must be primary and non-contributory
- *Policies must contain a waiver of subrogation
- *A 10 day notice of cancellation must be provided
- *The policies may not contain language which prohibits additional insured or other insurers from satisfying the self-insured retention or deductible
- *All Self Insured Retentions must be listed on the certificate

Required Documentation:

- A certificate(s) of insurance listing the required coverage and naming the City of Roseville as Certificate Holder. The Certificate should be addressed to:

The City of Roseville
Insurance Compliance
P.O. Box 12010-R1, Hemet, CA 92546-8010

- Additional Insured Endorsement- General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. **Endorsement must include coverage for on-going and completed operations.** Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured
- Waiver of Subrogation Endorsements
- Primary and Non-Contributory Coverage Endorsement – CG 20 01 04 13 or an equivalent

***NOTE: statements on the certificate of insurance in lieu of the documentation required above will not be accepted.**

Questions concerning any of the above should be directed to Ebix Customer Service
Phone: 951-652-4239 /fax 770-325-5727 or email: Roseville@ebix.com



COUNCIL COMMUNICATION

CC #: 7837
File #: 0203-03

Title: High Calcium Quicklime (RFQ 01-3024) - Service Agreement Renewal
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 7/20/2016
Item #: 6.9.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a service agreement renewal with Lhoist North America, for high calcium quicklime for the City's Water Treatment Plant. In addition, adopt a resolution authorizing the City Manager to sign the attached service agreement. The estimated annual cost of the agreement is \$75,000.00, not to exceed budgeted amount.

BACKGROUND

The Environmental Utilities Department has an ongoing requirement for high calcium quicklime for use at the Water Treatment Plant. This chemical is required to adjust the final effluent of PH and prevent corrosion in the distribution system.

A bid was issued in October of 2014 for high calcium quicklime and allowed for optional renewal years, with this being the second of four optional years. The services provided have been satisfactory and in accordance with the terms and conditions of the bid.

FISCAL IMPACT

The estimated annual cost of the agreement is \$75,000.00. Funding is included in the Environmental Utilities Department's FY2016/17 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The hauling and delivery of hazardous substances is regulated by the state.

Hazardous material transport consistent with applicable safety regulations should not result in a significant environmental effect. Therefore, the proposed Service Agreement does not include the potential for significant environmental effect and is not subject to CEQA.

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution 16-309

Signed Service Agreement

RESOLUTION NO. 16-309

APPROVING A SERVICE AGREEMENT RENEWAL
BETWEEN THE CITY OF ROSEVILLE AND LHOIST NORTH AMERICA, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF
ROSEVILLE

WHEREAS, a service agreement renewal (Service Agreement No. S1703208) for high calcium quicklime, between the City of Roseville and Lhoist North America, has been prepared and reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

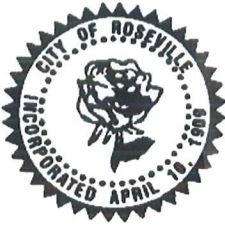
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1703208**

SERVICE LOCATION: WATER TREATMENT PLANT
9596 BARTON ROAD
GRANITE BAY, CA 95746

REQ. NO.: RENEWAL DATE: 5/11/16

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

Contractor No.: V37985
Telephone No.: 480-368-4200 Fax: 480-368-4220
Email address: randy.griffin@lhoist.com
Contractor: LHOIST NORTH AMERICA
ATTN: BRETT TANNER
15333 N. PINA ROAD, SUITE 200
SCOTTSDALE, AZ 85260

Department: ENVIRONMENTAL UTILITIES

Acct. Code: 08421-5015

Buyer: BABETTE OWENS
Phone: 916-774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/1/16	NET 30	6/30/17	Approved by Risk Mgt.	STEPHEN PETERSON

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

PROVIDE HIGH CALCIUM QUICKLIME ON AN AS NEEDED BASIS IN ACCORDANCE WITH ALL SPECIFICATIONS, TERMS, CONDITIONS, AND ATTACHMENTS OF RFQ 01-3024 AT \$263.00 PER TON PLUS TAX FOR FULL TRUCKLOAD ORDERS.

PLEASE CONTACT STEPHEN PETERSON AT 916-791-4586 FOR QUESTIONS REGARDING THIS CONTRACT.

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

Total Cost of Service: \$ **75,000.00**

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

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

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

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: *Randy Griffin* *R Thompson* *CEO*
SIGNATURE PRINT NAME TITLE

CONTRACTOR: *Kenneth Curtiss* *Kenneth E. Curtiss* *V.P.*
SIGNATURE PRINT NAME TITLE

By: _____
Rob Jensen, 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. Neither Party shall be liable to the other Party for any consequential or punitive damages arising out of the performance of this agreement, or default in the performance hereof, whether based upon contract, tort (including negligence or strict liability), warranty or any other theory. Supplier's liability for damages shall be limited to 1) replacement of non-conforming product, 2) reimbursement of the purchase price for such non-conforming product, or 3) available insurance, whichever is greater.
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 a thirty (30) day notice.
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.
- 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 paragraph 17 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.

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

ATTACHMENT A

HUMAN RESOURCES/RISK MANAGEMENT DIVISION INSURANCE REQUIREMENTS – SERVICE AGREEMENT **GENERAL - CHEMICAL PROVIDER**

Required Coverage:

- General Liability: \$3,000,000 per occurrence
\$6,000,000 aggregate
Personal Injury:
\$3,000,000 per occurrence
\$6,000,000 aggregate
- Automobile Liability: \$2,000,000 combined single limit
- Workers' Compensation: Statutory
- Pollution Liability \$2,000,000

*All coverages may be fulfilled with a combination of the above-referenced policies and an umbrella policy.

*Policies must be primary and non-contributory

*Policies must contain a waiver of subrogation

*A 10 day notice of cancellation must be provided

*The policies may not contain language which prohibits additional insured or other insurers from satisfying the self-insured retention or deductible

*All Self Insured Retentions must be listed on the certificate

Required Documentation:

- A certificate(s) of insurance listing the required coverage naming as certificate holder:

The City of Roseville
Insurance Compliance
PO Box 12010-R1
Hemet, CA 92546-8010

- Additional Insured Endorsement- 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
- Waiver of Subrogation Endorsements
- Primary and Non-Contributory Coverage Endorsement – CG 20 01 04 13 or an equivalent

All documentation needs to be provided using one of the following methods:

- A. By email to roseville@ebix.com
- B. By fax to (770) 325-5727

After using one of these methods, please **DO NOT** send the certificate by mail.



Attached is a copy of a service agreement for your review and acceptance. Please review the company name, address, and contact information and notify me via email if any corrections need to be made. I will update the agreement prior to you signing the document.

Sign the agreement using the below signature guidelines. Alterations or modifications to the agreement are not allowed. Mail **two signed original** copies of the agreement to the address noted below. Faxes, photocopies, and electronic transmittals will not be accepted. Upon receipt of all necessary documents, the City will sign the agreements and return a fully executed original copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the service agreement. Work must not begin until the contract has been fully executed.

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

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

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

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

The service agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A in this service agreement packet. The service agreement will not be considered active or valid until the necessary insurance documents have been received by Roseville's insurance compliance contractor, EBIX. Please contact EBIX customer service at (951) 652-4239 or roseville@ebix.com for any insurance related questions.

Service Agreement Return Address:

**Purchasing, Babette Owens
2005 Hilltop Circle
Roseville, CA 95747-9704**



COUNCIL COMMUNICATION

CC #: 7849
File #: 0203-12

Title: Self-Contained Breathing Apparatus Maintenance, Testing and Repair - Service Agreement Renewal
Contact: Katrina Rostam 916-774-5848 krostam@roseville.ca.us

Meeting Date: 7/20/2016
Item #: 6.10.

RECOMMENDATION TO COUNCIL

Staff recommends Council approval of a Service Agreement renewal with Municipal Emergency Services (MES) for maintenance, testing, and repair of the Fire Department's Self-Contained Breathing Apparatus (SCBA) utilizing the City of San Jose's Request for Quotations (RFQ) #20944. The estimated total amount of the award is \$100,000.00 annually for the remaining available four optional renewal years. Funding is included in the Fire Department's FY2016/17. Additionally, adopt a resolution authorizing the City Manager to sign the agreement.

BACKGROUND

The Fire Department has an ongoing requirement to maintain, test, and repair their inventory of SCBA's. The SCBA, sometimes referred to as a compressed air breathing apparatus, is used by fire and rescue personnel when fighting fires in an oxygen-deficient atmosphere, when extremely toxic chemicals are present, or when the contaminant or concentration is not known. It is imperative that this equipment is in good working order at all times.

In May 2015, the City of San Jose issued a formal bid, RFQ 20944, for the SCBA maintenance, testing, and repair services and awarded the contract to MES Company. We will be piggybacking the City of San Jose's bid for those services. The San Jose bid included four optional renewal years at one year intervals based on performance and service. The 2016/17 fiscal year is the first of four optional renewal years. Staff requests authorization to continue utilizing the contract without further Council approvals until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest including authorization for the City Manager to sign the renewal agreements for the additional optional renewal years pending Council approval of budgets for that year.

FISCAL IMPACT

The estimated total annual cost of the SCBA maintenance and repairs for the current and subsequent renewals is \$100,000.00. Funding is included in the Fire Department's 2016/17 fiscal

year budget. The dollars will be encumbered one year at a time pending Council approval of budgets for each year.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Katrina Rostam, Administrative Analyst

Rick Bartee, Fire Chief



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-317

Service Agreement - MES

RESOLUTION NO. 16-317

APPROVING A SERVICE AGREEMENT RENEWAL
BETWEEN THE CITY OF ROSEVILLE AND MUNICIPAL EMERGENCY SERVICES,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY
OF ROSEVILLE

WHEREAS, a service agreement renewal (Service Agreement No. S1705189) for self-contained breathing apparatus maintenance, testing and repair, between the City of Roseville and Municipal Emergency Services, has been prepared and reviewed by the Council; and

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

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute each of the three remaining renewals of service agreement provided that each of their respective budgets is approved by the City Council.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1705189**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: RENEWAL DATE: 6/15/16

SUBMIT ALL INVOICES TO:

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

Contractor No.: V39232
Telephone No.: (510)461-9240 Fax:
Email address: rbrown@mesfire.com
Contractor: MUNICIPAL EMERGENCY SERVICES
ATTN: RICH BROWN
9265 CHESAPEAKE DR., STE. A
SAN DIEGO, CA 92123

Department: FIRE

Acct. Code: 06025-5330/66022-30

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

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/1/16	NET 30	6/30/17	Approved by Risk Mgt.	K. ROSTAM/B.DIEMER

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

The vendor shall provide self-contained breathing apparatus (SCBA) maintenance, testing, and repair on an as needed basis utilizing the City of San Jose's contract award as a result of bids received for their RFQ 20944. The rates are as follows: standard hourly shop rate - \$55/hr., standard hourly field rate - \$55/hr., on-site SCBA flow testing - \$43/ea., on-site SCBA regulator flow testing - \$25/ea., and mark-up on materials at cost plus 18% mark-up. All work must be approved in advance by an authorized member of the City's Fire Department.

Please contact Katrina Rostam at (916)774-5848 or Brian Diemer at (916)746-1392 for questions regarding this agreement.

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

Total Cost of Service: \$ **100,000.00**

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

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

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

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

SIGNATURE

PRINT NAME

TITLE

By: _____

Rob Jensen, 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 a thirty (30) day notice.
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.

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



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENT

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 12010-R1
Hemet, CA 92546-8010

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



COUNCIL COMMUNICATION

CC #: 7851
File #: 0704-01

Title: Maidu Park Accessible Parking Improvements Project - Notice of Completion
Contact: Rjahja Canlas 916-774-5505 rcanlas@roseville.ca.us

Meeting Date: 7/20/2016
Item #: 6.11.

RECOMMENDATION TO COUNCIL

Accept the Maidu Park Accessible Parking Improvements Project as complete and adopt a resolution authorizing the City Manager to delegate execution of the attached Notice of Completion to the Director, Parks, Recreation & Libraries.

BACKGROUND

The Parks, Recreation & Libraries Department has made a final inspection of the Maidu Park Accessible Parking Improvements 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 reconstructed nine stalls in front of the Maidu Library and Maidu Community Center and brought them up to current code. In addition, two new accessible stalls were constructed between the library and community center to better facilitate access to the senior wing of the community center.

In accordance with the 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

The project cost was \$58,550.00 and was funded with monies from the General CIP Rehabilitation Fund. Funding for the project was originally approved in FY2014/15 through the General CIP Rehabilitation Fund and was carried over to the current fiscal year. Additional funding from the General CIP Rehabilitation Fund was allocated in the FY2015/16 budget in order to fully fund this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

The construction of the park was performed by contractors. This project helped stimulate the local economy and the local construction industry through the employment of the construction team. Based on Federal guidelines, there is one job created for every \$92,000.00 in direct government spending. Based on that figure, no new jobs were created as a result of this project.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Rjahja Canlas, Park Development Analyst

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-319

Notice of Completion

RESOLUTION NO. 16-319

ACCEPTING THE PUBLIC WORK KNOWN AS MAIDU PARK ACCESSIBLE PARKING IMPROVEMENTS PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE PARKS, RECREATION AND LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

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

1. The “Notice of Completion” on file in the City Clerk’s Department relative to that public work known as the Maidu Park Accessible Parking Improvements Project has been approved and the public work accepted.
2. The Parks, Recreation and Libraries 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 _____, 20____, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AFTER RECORDING RETURN TO:
CITY CLERK
311 VERNON STREET
ROSEVILLE, CA 95678

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as the Maidu Park Accessible Parking Improvements Project, was completed and accepted by the City of Roseville on _____. The location is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference.

The general contractor on said project was Central Valley Engineering and Asphalt, Inc.

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

DION LOUTHAN
Parks, Recreation, & Libraries Director
City of Roseville

ATTEST:

SONIA OROZCO
City Clerk

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

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

DION LOUTHAN
Parks, Recreation & Libraries Director
City of Roseville

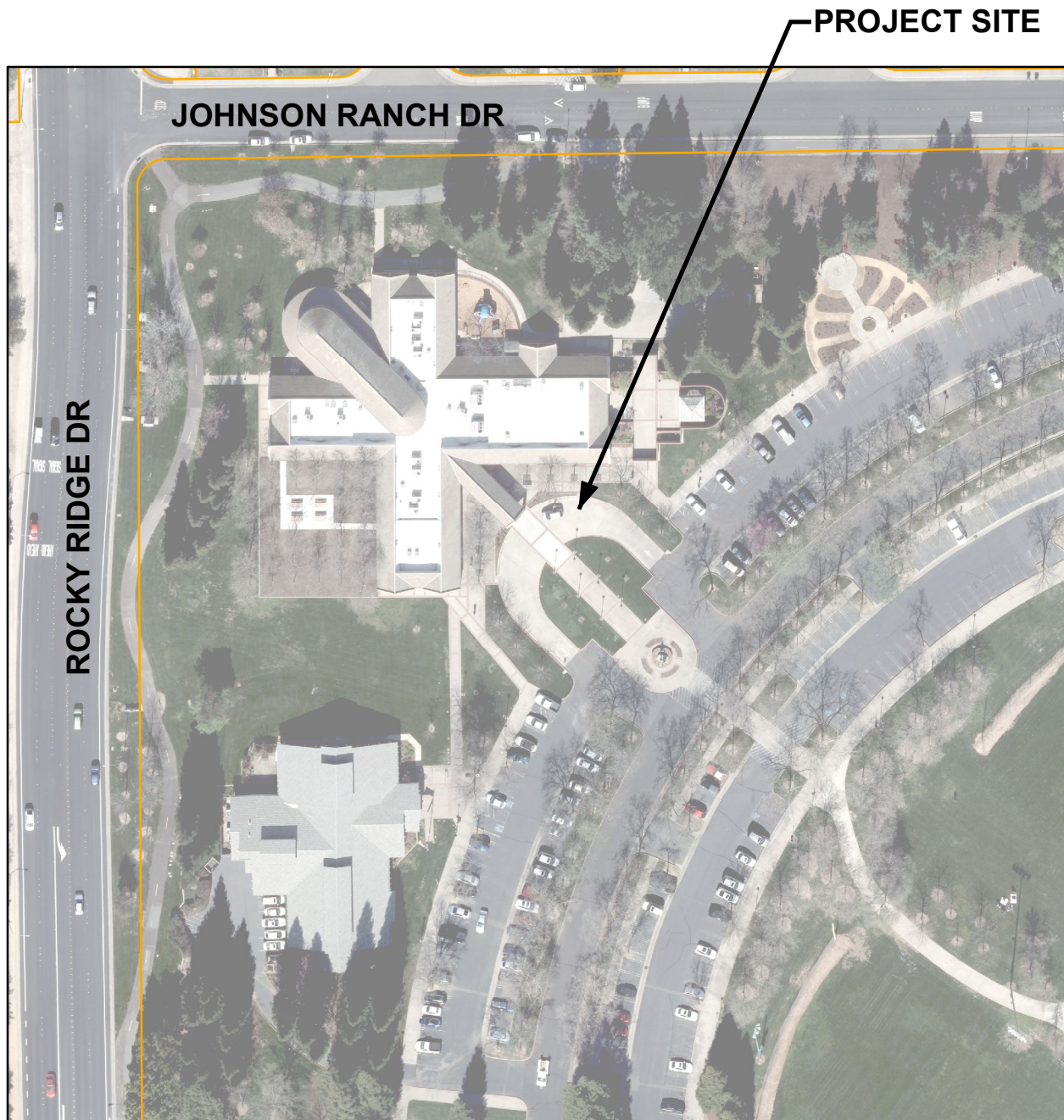
State of California
County of Placer

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

Notary Public in and for said County and State

EXHIBIT A
Maidu Park Accessible Parking Improvements Project
Notice of Completion

The project reconstructed nine stalls in front of the Maidu Library and Maidu Community Center and brought them up to current code. In addition, two new accessible stalls were constructed between the library and community center to facilitate access to the senior wing of the community center.





COUNCIL COMMUNICATION

CC #: 7844

File #: 0400-04-02-1

Title: Stone Point Villages 11 and 12 Certificate of Completion
Contact: John Hernandez 916-774-5486 jhernandez@roseville.ca.us

Meeting Date: 7/20/2016

Item #: 6.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following action:

1. Adopt the attached resolution accepting Stone Point Villages 11 and 12, CWJ# 130032, as complete.
2. Authorize the City Engineer to execute the Certificate of Completion.

BACKGROUND

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

FISCAL IMPACT

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

ECONOMIC DEVELOPMENT / JOBS CREATED

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

ENVIRONMENTAL REVIEW

The Council action of accepting Stone Point Villages 11 and 12 as complete will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guideline 15060(c)(2)). Adoption of this project does not include the potential for a significant environmental effect and therefore is not subject to CEQA.

Respectfully Submitted,

John Hernandez, Senior Construction Inspector

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-315

Stone Point Villages 11 and 12 Certificate of Completion

Stone Point Villages 11 and 12 Exhibit "A"

Stone Point Villages 11 and 12 Final Map

RESOLUTION NO. 16-315

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS STONE POINT VILLAGES 11 AND 12 PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Certificate of Completion" on file in the City Clerk's Department relative to that public work known as the Stone Point Villages 11 and 12 is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book DD of Maps, Page 3 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

AFTER RECORDING RETURN TO:
CITY CLERK
311 VERNON STREET
ROSEVILLE, CA 95678

CERTIFICATE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as Stone Point Villages 11 and 12 Project was completed and accepted by the City of Roseville on July 20, 2016. The location is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference.

The general contractor on said project was DESILVA GATES CONSTRUCTION.

The surety on said project was Liberty Mutual Insurance Company. Bond # 024056802

MARC STOUT
City Engineer
City of Roseville

ATTEST:

SONIA OROZCO, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF PLACER)

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

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

MARC STOUT
City Engineer
City of Roseville

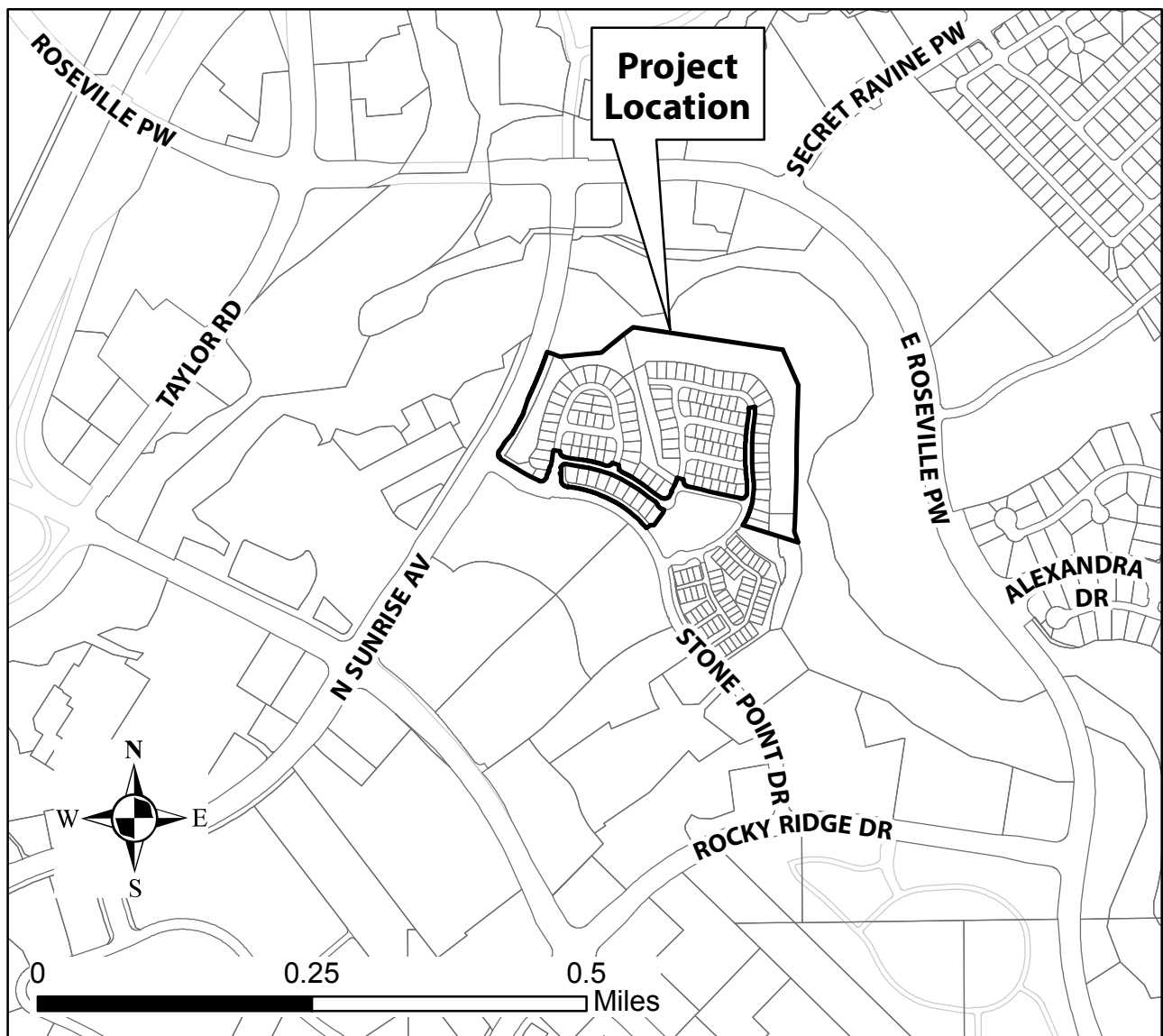
STATE OF CALIFORNIA)
COUNTY OF PLACER)

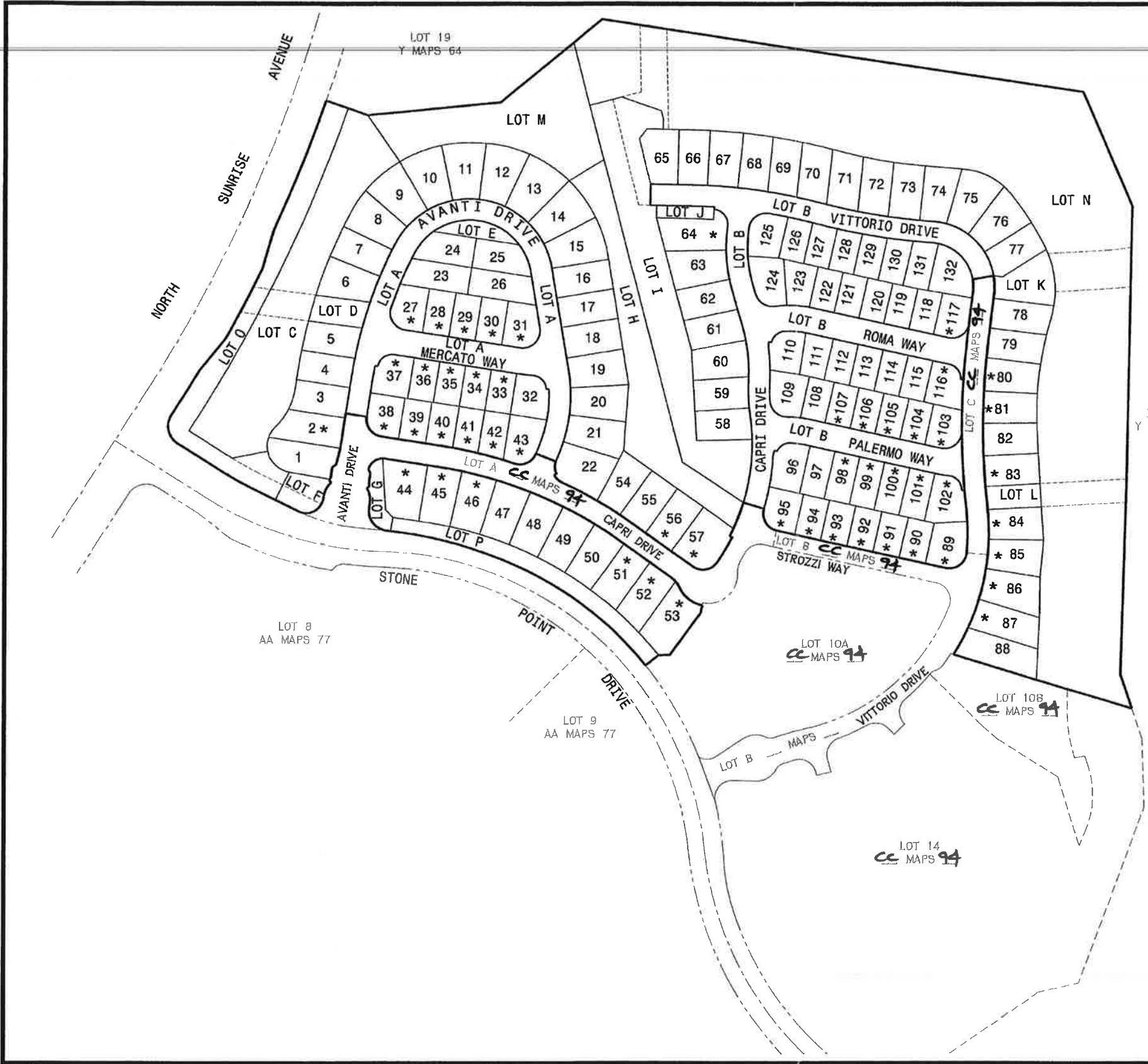
Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2016, by _____ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public in and for said County and State

EXHIBIT A

City of Roseville Stone Point Villages 11 and 12



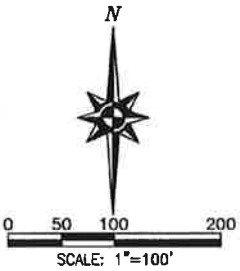


ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSE ONLY PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

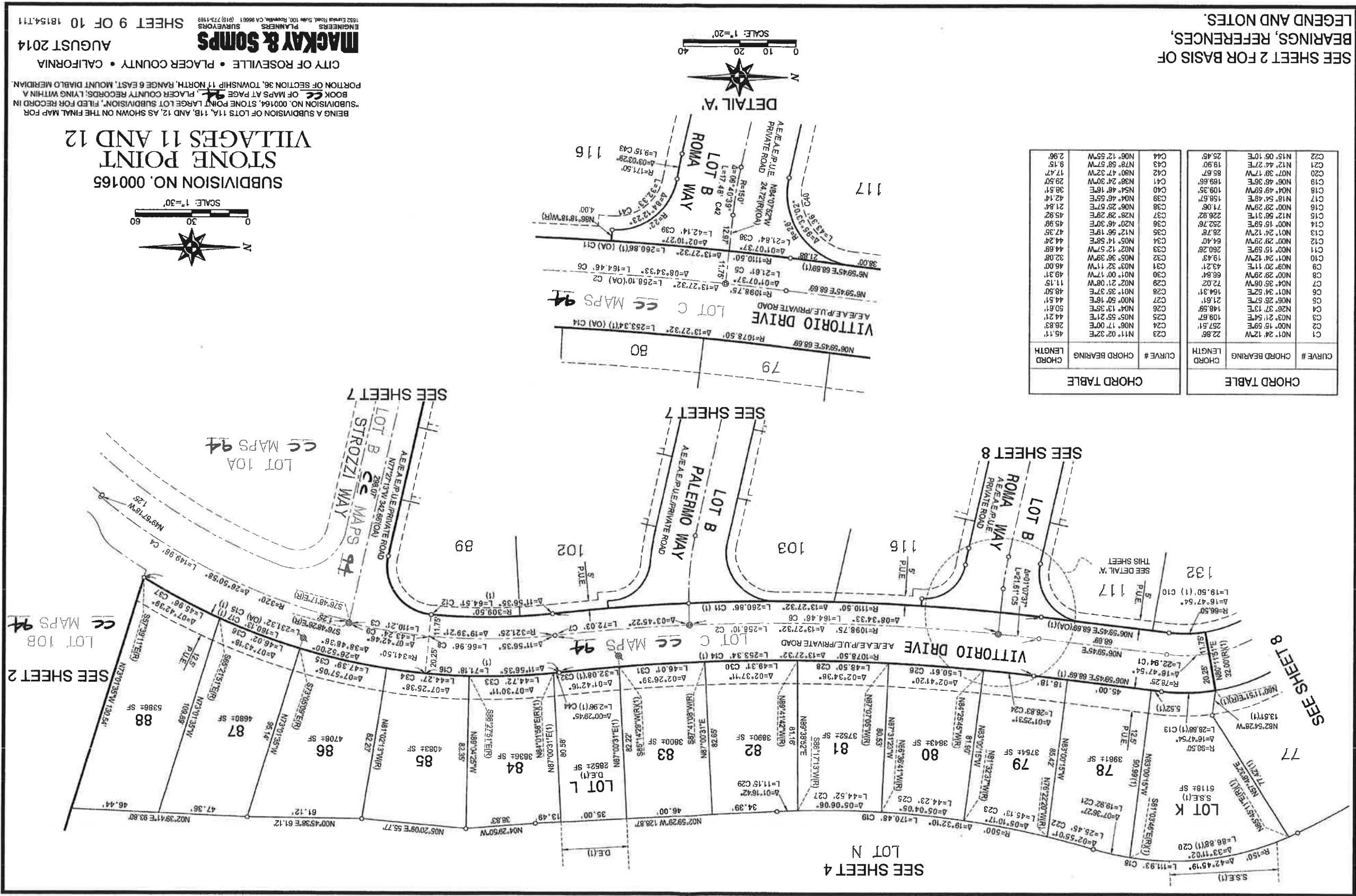
* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.



SUBDIVISION NO. 000165
STONE POINT
VILLAGES 11 AND 12

BEING A SUBDIVISION OF LOTS 11A, 11B, AND 12, AS SHOWN ON THE FINAL MAP FOR "SUBDIVISION NO. 000164, STONE POINT LARGE LOT SUBDIVISION", FILED FOR RECORD IN BOOK CC OF MAPS AT PAGE 94, PLACER COUNTY RECORDS; LYING WITHIN A PORTION OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
Mackay & Soms
ENGINEERS PLANNERS SURVEYORS
1652 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1186
AUGUST 2014
SHEET 10 OF 10 18154.T11



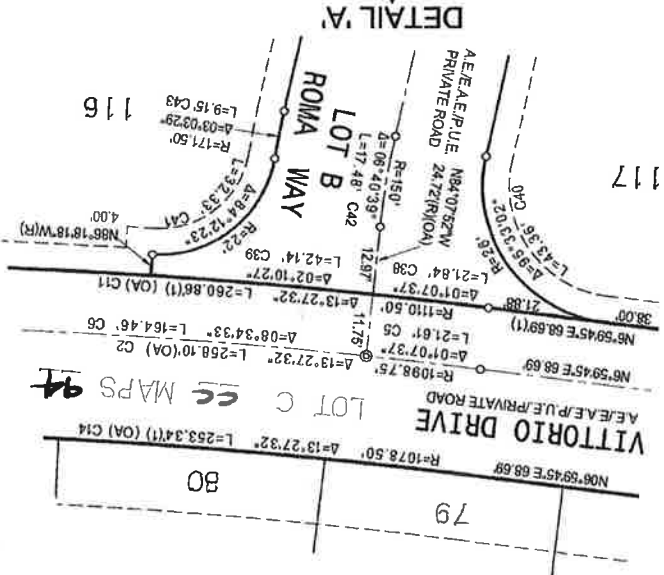
CHORD TABLE		CHORD TABLE	
CURVE #	CHORD BEARING	CURVE #	CHORD BEARING
C1	N01° 24' 12"W	C23	N11° 02' 32"E
C2	N01° 16' 58"E	C24	N08° 17' 00"E
C3	N03° 37' 13"E	C25	N04° 13' 55"E
C4	N06° 28' 57"E	C26	N00° 50' 16"E
C5	N06° 28' 57"E	C27	N00° 50' 16"E
C6	N01° 34' 52"E	C28	N01° 35' 37"E
C7	N04° 35' 06"W	C29	N02° 21' 08"W
C8	N00° 29' 29"W	C30	N01° 00' 17"W
C9	N09° 20' 11"E	C31	N03° 32' 11"W
C10	N01° 24' 12"W	C32	N05° 36' 39"W
C11	N01° 16' 58"E	C33	N02° 12' 57"W
C12	N00° 29' 29"W	C34	N05° 14' 58"E
C13	N01° 24' 12"W	C35	N12° 56' 19"E
C14	N00° 16' 58"E	C36	N20° 46' 30"E
C15	N12° 56' 31"E	C37	N20° 46' 30"E
C16	N00° 29' 29"W	C38	N06° 25' 57"E
C17	N16° 54' 48"E	C39	N04° 46' 55"E
C18	N04° 49' 59"W	C40	N54° 46' 16"E
C19	N06° 46' 36"E	C41	N38° 24' 30"W
C20	N07° 39' 17"W	C42	N08° 58' 57"W
C22	N15° 06' 10"E	C44	N08° 12' 53"W

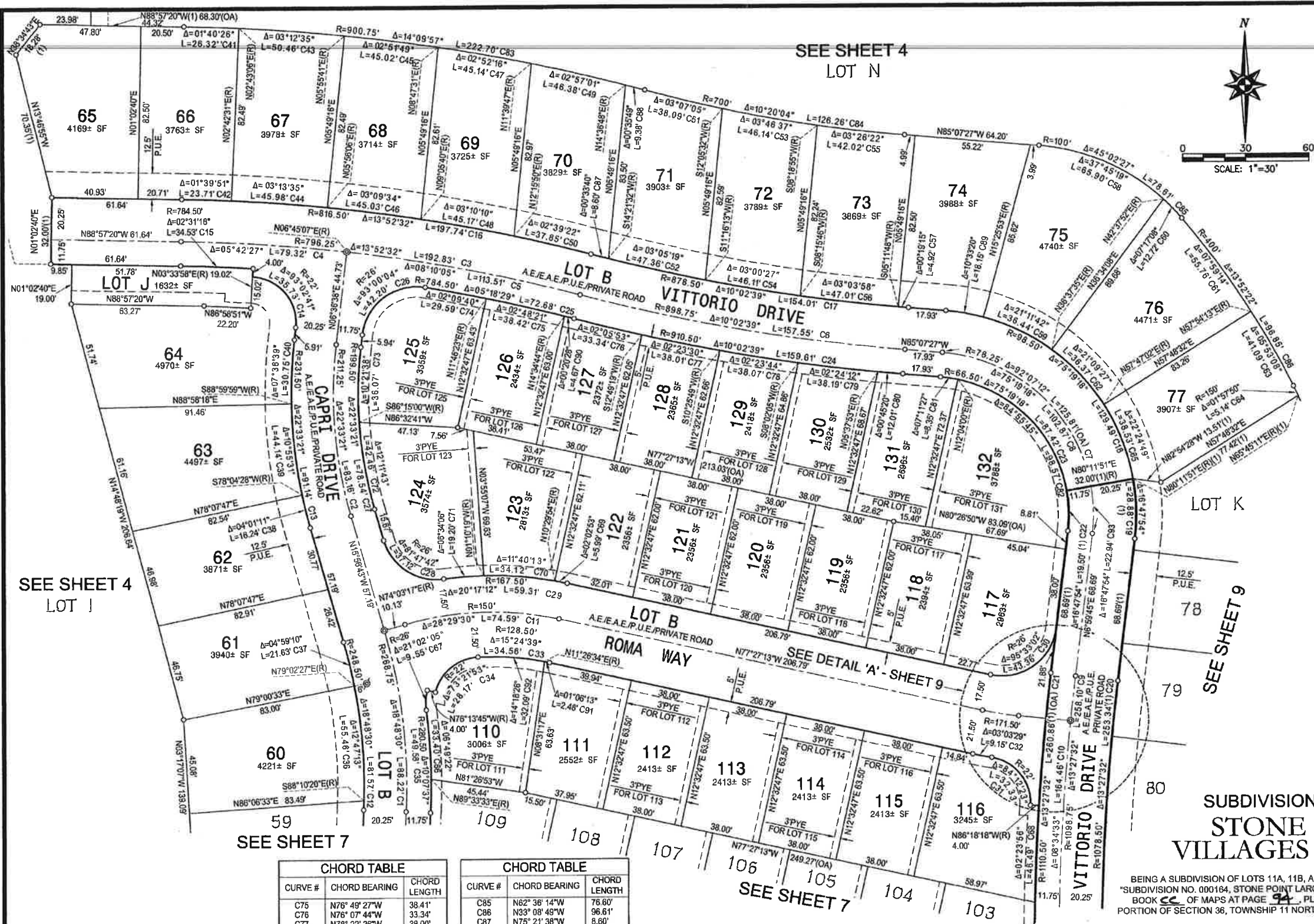
SEE SHEET 2 FOR BASIS OF BEARINGS, REFERENCES, LEGEND AND NOTES.

BEING A SUBDIVISION OF LOTS 11A, 11B, AND 12, AS SHOWN ON THE FINAL MAP FOR SUBDIVISION NO. 000164, STONE POINT LARGE LOT SUBDIVISION, FILED FOR RECORD IN BOOK OF MAPS AT PAGE 100, PLACER COUNTY RECORDS, LYING WITHIN A PORTION OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN, CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1632 Lincoln Road, Suite 100, Roseville, CA 95661 (916) 773-1169

SHEET 9 OF 10 18154.111
AUGUST 2014



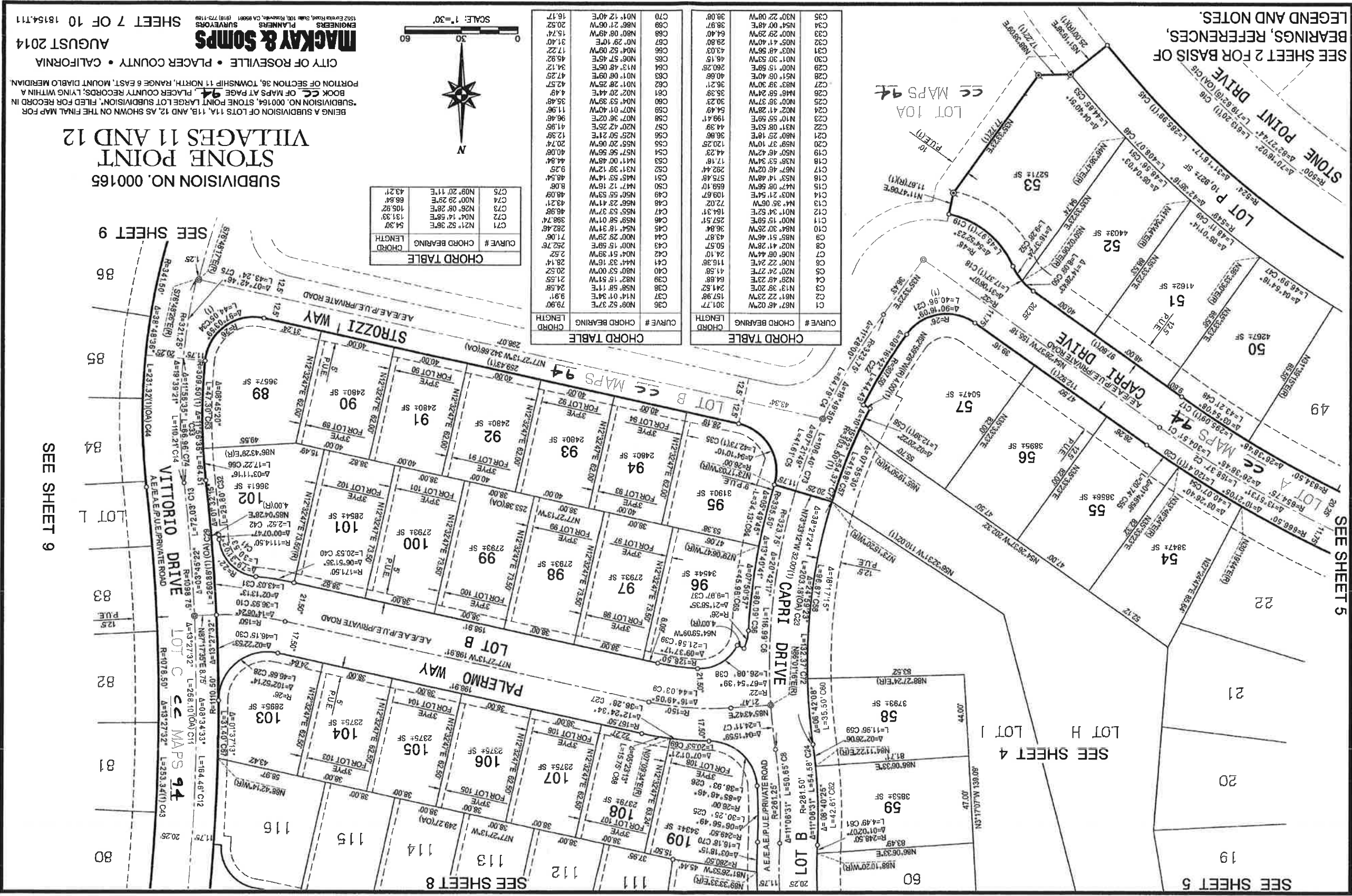


CHORD TABLE		
CURVE #	CHORD BEARING	CHORD LENGTH
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C2	N04° 40' 02" W	82.63'
C3	N82° 01' 04" W	192.38'
C4	N86° 06' 07" W	79.28'
C5	N79° 09' 50" W	113.42'
C6	N80° 06' 07" W	157.35'
C7	N39° 03' 51" W	112.69'
C8	N47° 27' 48" W	95.62'
C9	N00° 15' 59" E	257.51'
C10	N01° 34' 52" E	164.31'
C11	N88° 18' 02" E	73.82'
C12	N06° 32' 27" W	81.21'
C13	N04° 40' 02" W	90.55'
C14	N39° 54' 42" W	31.93'
C15	N87° 41' 41" W	34.52'
C16	N82° 01' 04" W	197.25'
C17	N80° 06' 07" W	153.81'
C18	N47° 27' 48" W	120.38'
C19	N01° 24' 12" W	28.78'
C20	N00° 15' 59" E	252.75'
C21	N01° 34' 52" E	280.28'
C22	N01° 24' 12" W	19.43'
C23	N47° 27' 48" W	81.26'
C24	N80° 06' 07" W	158.41'
C25	N77° 44' 03" W	72.65'
C26	N53° 06' 41" E	37.72'
C27	N04° 40' 02" W	78.03'
C28	N56° 50' 34" W	34.04'
C29	N87° 35' 49" W	59.00'
C30	N54° 46' 16" E	38.51'
C31	N38° 24' 30" W	29.50'
C32	N78° 58' 57" W	9.15'
C33	N85° 09' 32" W	34.46'
C34	N50° 27' 12" E	28.28'
C35	N02° 12' 01" W	49.51'
C36	N04° 33' 56" W	55.34'
C37	N13° 27' 08" W	21.62'
C38	N13° 56' 07" W	16.24'
C39	N06° 27' 46" W	44.08'
C40	N02° 48' 19" E	30.73'
C41	N88° 07' 07" W	26.32'
C42	N88° 07' 25" W	23.71'
C43	N85° 40' 38" W	50.45'
C44	N85° 40' 42" W	45.97'
C45	N82° 38' 24" W	45.02'
C46	N82° 29' 07" W	45.02'
C47	N79° 46' 21" W	45.13'
C48	N79° 19' 15" W	45.16'
C49	N78° 51' 42" W	46.38'
C50	N76° 24' 29" W	37.85'
C51	N76° 20' 55" W	38.09'
C52	N77° 11' 07" W	47.35'
C53	N79° 47' 46" W	46.13'
C54	N80° 14' 01" W	46.11'
C55	N83° 24' 16" W	42.02'
C56	N83° 16' 13" W	47.01'
C57	N84° 57' 50" W	4.92'
C58	N68° 14' 47" W	64.71'
C59	N63° 58' 15" W	36.23'
C60	N43° 43' 34" W	12.71'
C61	N36° 05' 24" W	55.72'
C62	N42° 47' 41" W	38.17'
C63	N29° 09' 13" W	41.07'
C64	N25° 13' 44" W	5.14'
C65	N21° 00' 33" W	38.29'
C66	N03° 51' 08" W	33.38'
C67	N03° 15' 13" E	9.49'
C68	N02° 29' 44" E	46.49'
C69	N78° 28' 39" W	5.99'
C70	N85° 20' 12" W	34.06'
C71	N85° 32' 38" W	19.19'
C72	N89° 50' 51" W	42.38'
C73	N01° 25' 49" E	36.03'
C74	N78° 18' 27" W	29.59'

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

CHORD TABLE		
CURVE #	CHORD BEARING	CHORD LENGTH
C75	N76° 49' 27" W	38.41'
C76	N76° 07' 44" W	33.34'
C77	N78° 22' 26" W	38.00'
C78	N80° 46' 03" W	38.06'
C79	N83° 10' 01" W	38.19'
C80	N84° 44' 47" W	12.01'
C81	N81° 31' 43" W	8.34'
C82	N35° 28' 07" W	89.79'
C83	N81° 52' 21" W	222.14'
C84	N78° 57' 25" W	126.09'

CHORD TABLE		
CURVE #	CHORD BEARING	CHORD LENGTH
C85	N62° 36' 14" W	76.60'
C86	N33° 08' 49" W	96.61'
C87	N75° 21' 38" W	8.60'
C88	N75° 05' 17" W	9.38'
C89	N79° 50' 47" W	18.12'
C90	N75° 15' 02" W	4.67'
C91	N78° 00' 19" W	2.48'
C92	N85° 42' 39" W	32.00'
C93	N01° 24' 12" W	22.86'



CHORD TABLE

CURVE #	CHORD BEARING	CHORD LENGTH
C71	N21° 58' E	54.30
C72	N08° 14' E	131.33
C73	N26° 08' E	105.92
C74	N00° 29' E	66.84
C75	N09° 20' E	43.21

CHORD TABLE

CURVE #	CHORD BEARING	CHORD LENGTH
C36	N08° 52' E	79.90
C37	N14° 01' E	9.91
C38	N58° 58' E	24.58
C39	N02° 53' E	21.55
C40	N08° 53' E	20.52
C41	N44° 33' E	28.14
C42	N04° 51' E	22.52
C43	N02° 15' E	252.76
C44	N00° 29' E	71.06
C45	N54° 18' E	282.46
C46	N55° 58' E	398.74
C47	N55° 53' E	46.98
C48	N55° 23' E	43.21
C49	N50° 55' E	48.09
C50	N47° 12' E	8.06
C51	N45° 53' E	48.54
C52	N43° 39' E	9.25
C53	N41° 00' E	44.84
C54	N57° 56' E	20.74
C55	N55° 20' E	12.39
C56	N25° 50' E	41.86
C57	N20° 42' E	96.46
C58	N07° 36' E	11.96
C59	N07° 01' E	35.48
C60	N02° 20' E	44.9
C61	N01° 28' E	42.57
C62	N01° 08' E	47.25
C63	N03° 57' E	34.12
C64	N13° 48' E	46.92
C65	N06° 57' E	43.03
C66	N04° 52' E	17.22
C67	N0° 29' E	31.40
C68	N08° 08' E	15.74
C69	N06° 21' E	38.08

CHORD TABLE

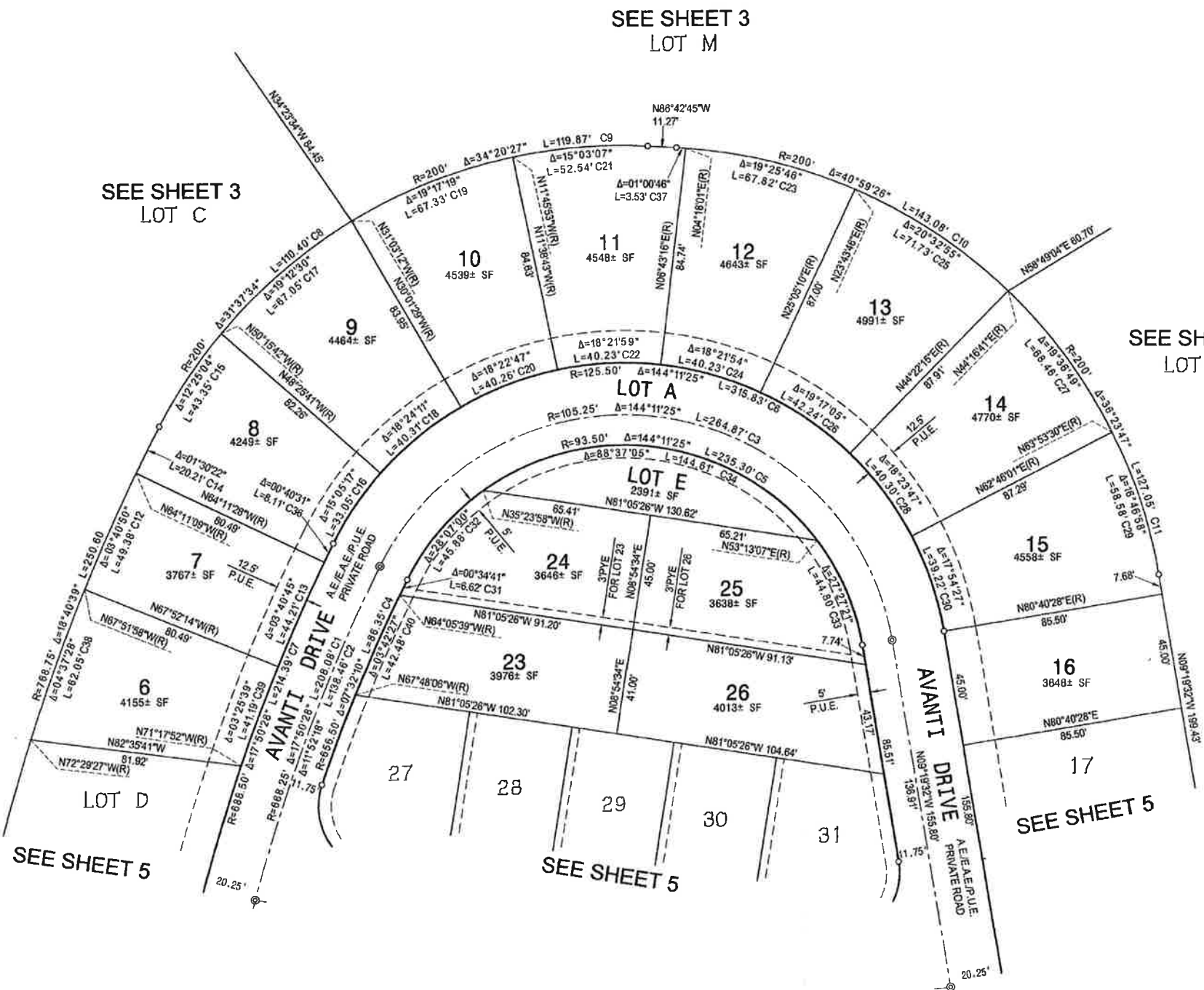
CURVE #	CHORD BEARING	CHORD LENGTH
C1	N07° 46' E	30.77
C2	N13° 39' E	157.98
C3	N13° 39' E	241.52
C4	N02° 24' E	64.88
C5	N06° 08' E	113.36
C6	N06° 08' E	24.10
C7	N02° 15' E	50.57
C8	N05° 51' E	43.87
C9	N04° 30' E	36.84
C10	N00° 15' E	257.51
C11	N04° 34' E	164.31
C12	N04° 34' E	72.02
C13	N4° 35' E	109.67
C14	N47° 08' E	669.10
C15	N47° 12' E	575.48
C16	N45° 53' E	282.44
C17	N43° 39' E	17.18
C18	N57° 56' E	44.23
C19	N55° 20' E	12.39
C20	N25° 50' E	36.86
C21	N20° 42' E	96.41
C22	N07° 36' E	11.96
C23	N07° 01' E	35.48
C24	N02° 20' E	44.9
C25	N01° 28' E	42.57
C26	N01° 08' E	47.25
C27	N03° 57' E	34.12
C28	N13° 48' E	46.92
C29	N06° 57' E	43.03
C30	N04° 52' E	17.22
C31	N0° 29' E	31.40
C32	N08° 08' E	15.74
C33	N06° 21' E	38.08
C34	N04° 00' E	38.08

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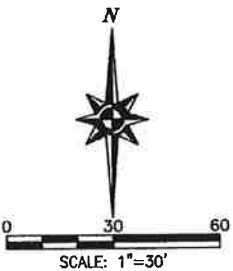
BEING A SUBDIVISION OF LOTS 11A, 11B, AND 12, AS SHOWN ON THE FINAL MAP FOR
BOOK OF MAPS AT PAGE 94, PLACER COUNTY RECORDS, LYING WITHIN A
PORTION OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN.

SUBDIVISION NO. 000165
STONE POINT
VILLAGES 11 AND 12

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



CHORD TABLE		
CURVE #	CHORD BEARING	CHORD LENGTH
C1	N17° 33' 48"E	207.24'
C2	N20° 32' 53"E	138.21'
C3	N81° 25' 15"W	200.31'
C4	N22° 42' 58"E	86.28'
C5	N81° 25' 15"W	177.94'
C6	N81° 25' 15"W	238.84'
C7	N17° 33' 48"E	213.52'
C8	N43° 08' 01"E	109.00'
C9	N78° 07' 02"E	118.09'
C10	N66° 13' 02"W	140.05'
C11	N27° 31' 26"W	124.92'
C12	N23° 58' 27"E	49.37'
C13	N23° 58' 09"E	44.21'
C14	N26° 34' 03"E	20.21'
C15	N33° 31' 46"E	43.26'
C16	N34° 01' 41"E	32.95'
C17	N49° 20' 33"E	66.74'
C18	N50° 46' 25"E	40.14'
C19	N68° 35' 28"E	67.01'
C20	N69° 09' 54"E	40.09'
C21	N85° 45' 41"E	52.39'
C22	N87° 32' 17"E	40.06'
C23	N75° 59' 07"W	67.50'
C24	N74° 05' 47"W	40.05'
C25	N65° 59' 47"W	71.34'
C26	N55° 16' 18"W	42.04'
C27	N35° 54' 55"W	68.13'
C28	N36° 26' 52"W	40.12'
C29	N17° 43' 01"W	58.37'
C30	N18° 16' 45"W	39.06'
C31	N26° 11' 42"E	6.62'
C32	N40° 32' 32"E	45.42'
C33	N23° 03' 13"W	44.38'
C34	N81° 05' 26"W	130.62'
C35	N35° 13' 26"W	36.68'
C36	N26° 08' 47"E	8.11'
C37	N86° 12' 22"W	3.53'
C38	N19° 49' 18"E	62.03'
C39	N20° 24' 57"E	41.18'
C40	N24° 03' 07"E	42.47'



SUBDIVISION NO. 000165
STONE POINT
VILLAGES 11 AND 12

BEING A SUBDIVISION OF LOTS 11A, 11B, AND 12, AS SHOWN ON THE FINAL MAP FOR
"SUBDIVISION NO. 000164, STONE POINT LARGE LOT SUBDIVISION", FILED FOR RECORD IN
BOOK CC OF MAPS AT PAGE 94, PLACER COUNTY RECORDS; LYING WITHIN A
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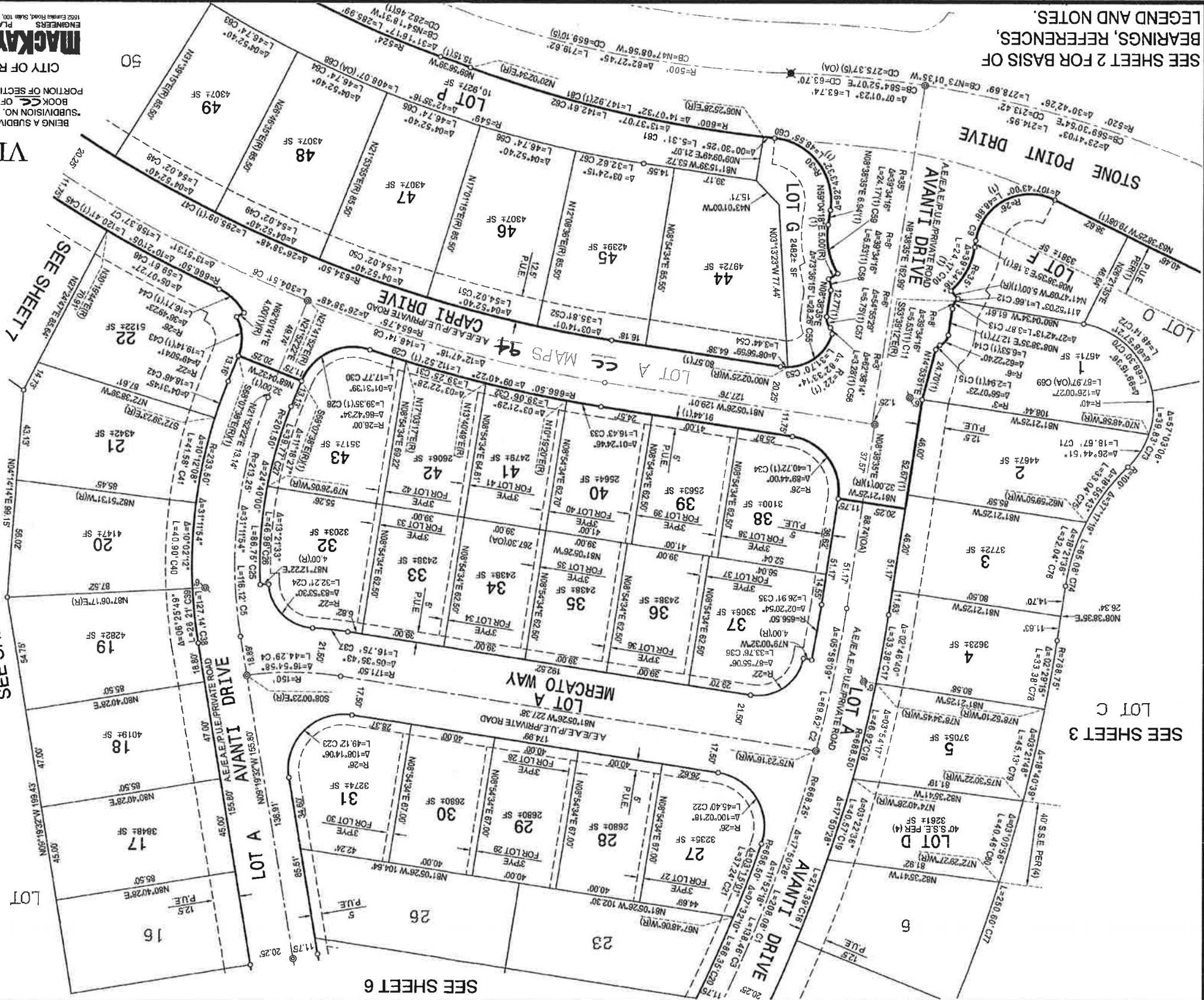
SEE SHEET 2 FOR BASIS OF
BEARINGS, REFERENCES,
LEGEND AND NOTES.

CHORD TABLE		
CURVE #	BEARING	LENGTH
C1	N03°33'48"E	207.24'
C2	N03°23'01"W	18.64'
C3	N03°37'10"W	120.25'
C4	N62°23'01"W	16.42'
C5	N62°37'10"W	120.25'
C6	N62°13'59"W	59.59'
C7	N67°46'02"W	292.44'
C8	N60°47'05"W	54.00'
C9	N70°32'25"W	54.00'
C10	N70°32'25"W	54.00'
C11	N67°37'57"E	29.03'
C12	N42°16'49"E	1.65'
C13	N22°29'41"E	3.85'
C14	N39°49'54"E	6.21'
C15	N42°57'33"E	2.82'
C16	N17°33'48"E	23.52'
C17	N10°01'55"E	46.91'
C18	N10°22'23"E	33.30'
C19	N10°22'23"E	33.30'
C20	N22°42'58"E	86.29'
C21	N20°34'23"E	37.24'
C22	N31°04'16"W	39.85'
C23	N44°47'31"E	42.13'
C24	N44°44'23"W	29.41'
C25	N09°32'32"E	86.08'
C26	N03°53'08"E	46.88'
C27	N16°13'08"E	39.70'
C28	N65°13'39"E	35.70'
C29	N76°15'15"W	112.38'
C30	N72°10'54"W	17.77'
C31	N74°37'57"W	39.25'
C32	N77°59'56"W	39.06'
C33	N80°23'03"W	16.43'
C34	N36°13'26"W	36.65'
C35	N09°49'01"E	26.90'
C36	N06°18'25"E	126.58'
C37	N05°53'17"W	30.54'
C38	N02°14'33"E	41.52'
C39	N19°36'29"E	18.45'
C40	N12°14'33"E	41.52'
C41	N12°14'33"E	41.52'
C42	N19°36'29"E	18.45'

CHORD TABLE		
CURVE #	BEARING	LENGTH
C43	N03°33'48"E	207.24'
C44	N03°23'01"W	18.64'
C45	N03°37'10"W	120.25'
C46	N62°23'01"W	16.42'
C47	N62°37'10"W	120.25'
C48	N62°13'59"W	59.59'
C49	N67°46'02"W	292.44'
C50	N60°47'05"W	54.00'
C51	N70°32'25"W	54.00'
C52	N70°32'25"W	54.00'
C53	N67°37'57"E	29.03'
C54	N42°16'49"E	1.65'
C55	N22°29'41"E	3.85'
C56	N39°49'54"E	6.21'
C57	N42°57'33"E	2.82'
C58	N17°33'48"E	23.52'
C59	N10°01'55"E	46.91'
C60	N10°22'23"E	33.30'
C61	N10°22'23"E	33.30'
C62	N22°42'58"E	86.29'
C63	N20°34'23"E	37.24'
C64	N31°04'16"W	39.85'
C65	N44°47'31"E	42.13'
C66	N44°44'23"W	29.41'
C67	N09°32'32"E	86.08'
C68	N03°53'08"E	46.88'
C69	N16°13'08"E	39.70'
C70	N65°13'39"E	35.70'
C71	N76°15'15"W	112.38'
C72	N72°10'54"W	17.77'
C73	N74°37'57"W	39.25'
C74	N77°59'56"W	39.06'
C75	N80°23'03"W	16.43'
C76	N36°13'26"W	36.65'
C77	N09°49'01"E	26.90'
C78	N06°18'25"E	126.58'
C79	N05°53'17"W	30.54'
C80	N02°14'33"E	41.52'
C81	N19°36'29"E	18.45'
C82	N12°14'33"E	41.52'
C83	N12°14'33"E	41.52'
C84	N19°36'29"E	18.45'

SEE SHEET 4

LOT H



SEE SHEET 6

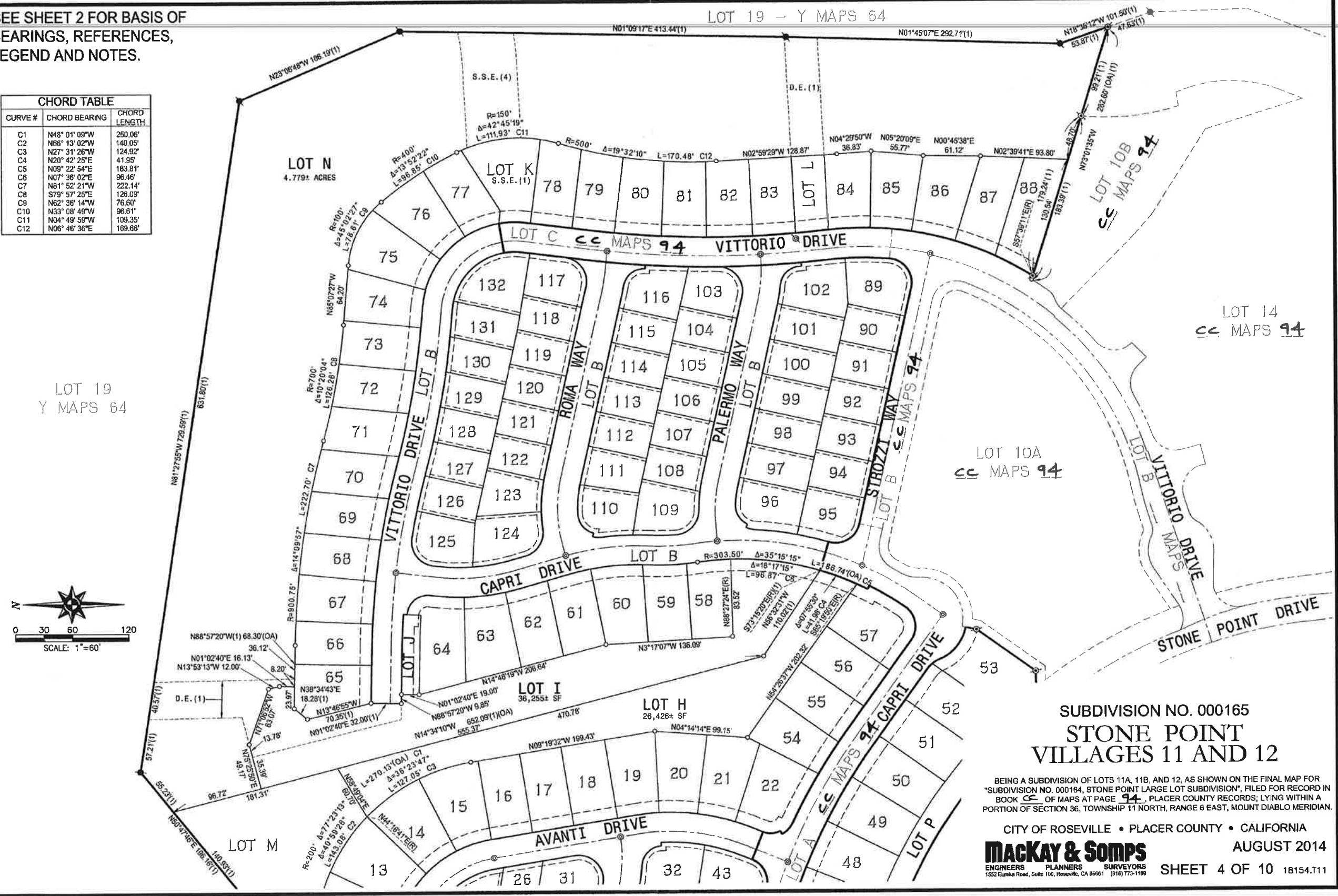
SEE SHEET 3

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

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SUBDIVISION NO. 000165 STONE POINT VILLAGES 11 AND 12
BEING A SUBDIVISION OF LOTS 11A, 11B, AND 12 AS SHOWN ON THE FINAL MAP FOR BOOK OF MAPS AT PAGE 3, PLACER COUNTY RECORDS, LYING WITHIN A PORTION OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN.

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

CHORD TABLE		
CURVE #	CHORD BEARING	CHORD LENGTH
C1	N48° 01' 09"W	250.06'
C2	N66° 13' 02"W	140.05'
C3	N27° 31' 26"W	124.92'
C4	N20° 42' 25"E	41.95'
C5	N09° 22' 54"E	183.81'
C6	N07° 36' 02"E	96.46'
C7	N81° 52' 21"W	222.14'
C8	S78° 57' 25"E	126.03'
C9	N62° 38' 14"W	76.60'
C10	N33° 08' 49"W	96.61'
C11	N04° 49' 59"W	109.35'
C12	N06° 46' 36"E	169.66'



SUBDIVISION NO. 000165
STONE POINT
VILLAGES 11 AND 12

BEING A SUBDIVISION OF LOTS 11A, 11B, AND 12, AS SHOWN ON THE FINAL MAP FOR "SUBDIVISION NO. 000164, STONE POINT LARGE LOT SUBDIVISION", FILED FOR RECORD IN BOOK 6 OF MAPS AT PAGE 94, PLACER COUNTY RECORDS; LYING WITHIN A PORTION OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN.

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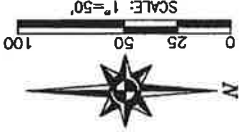
SHEET 4 OF 10 18154.T11

LOT 9
AA MAPS 77

CHORD TABLE		
CURVE #	CHORD BEARING	LENGTH
C1	N73° 01' 35"W	276.37'
C2	N69° 30' 54"W	213.42'
C3	N84° 52' 07"W	63.70'
C4	N47° 08' 56"W	659.10'
C5	N53° 14' 48"W	575.48'
C6	N67° 46' 02"W	301.77'
C7	N74° 41' 47"W	145.84'
C8	N61° 22' 23"W	157.98'
C9	N60° 39' 24"W	49.35'
C10	N12° 40' 22"W	43.84'
C11	N31° 29' 38"E	65.43'
C12	N26° 36' 56"E	120.00'
C13	N26° 01' 59"E	540.75'
C14	N45° 35' 53"W	45.29'
C15	N17° 24' 20"E	38.20'
C16	N27° 17' 14"E	63.94'
C17	N17° 58' 54"E	249.49'
C18	N60° 18' 14"E	217.76'
C19	N43° 06' 01"E	169.00'
C20	N76° 07' 02"E	116.00'
C21	N46° 01' 09"W	250.06'
C22	N27° 31' 26"W	124.92'

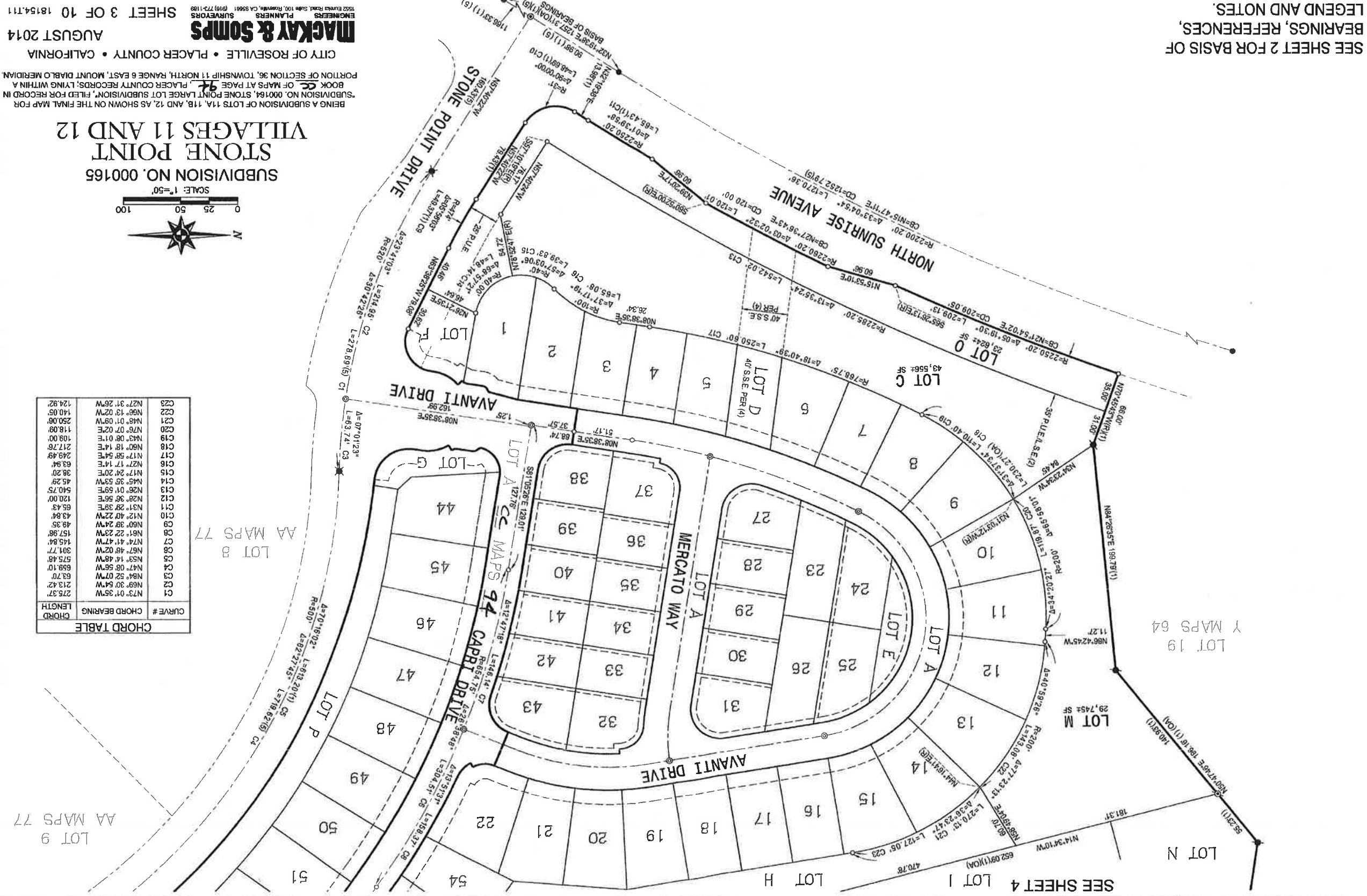
LOT 8
AA MAPS 77

SUBDIVISION NO. 000165
STONE POINT
VILLAGES 11 AND 12



BEING A SUBDIVISION OF LOTS 11A, 11B, AND 12, AS SHOWN ON THE FINAL MAP FOR
"SUBDIVISION NO. 000164, STONE POINT LARGO LOT SUBDIVISION", FILED FOR RECORD IN
BOOK DD OF MAPS AT PAGE 3, PLACER COUNTY RECORDS, LYING WITHIN A
PORTION OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN,
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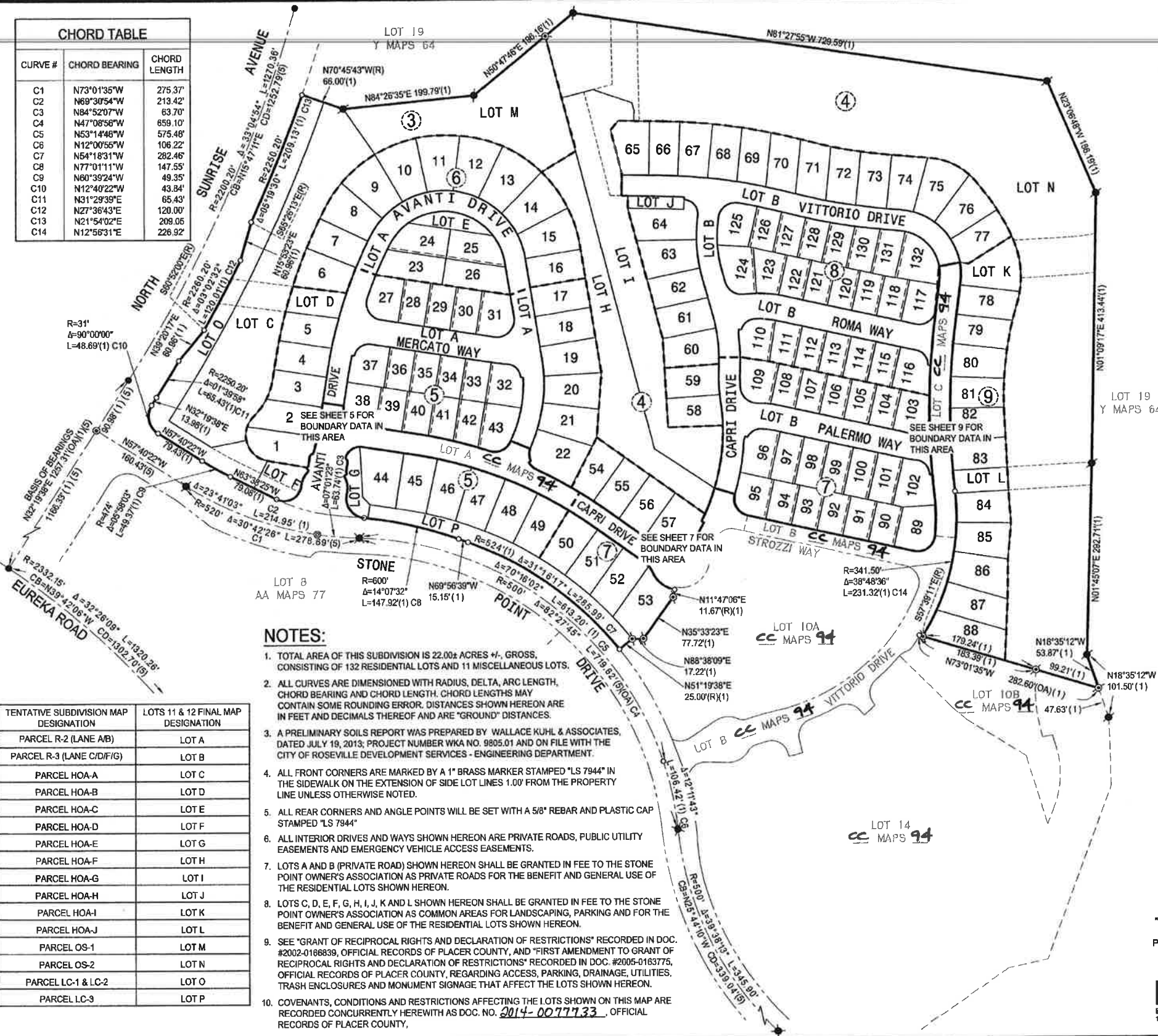


SEE SHEET 2 FOR BASIS OF
BEARINGS, REFERENCES,
LEGEND AND NOTES.

LOT 19
Y MAPS 64

SEE SHEET 4
LOT 1

CHORD TABLE		
CURVE #	CHORD BEARING	CHORD LENGTH
C1	N73°01'35"W	275.37'
C2	N69°30'54"W	213.42'
C3	N84°52'07"W	83.70'
C4	N47°08'58"W	659.10'
C5	N53°14'48"W	575.48'
C6	N12°00'55"W	106.22'
C7	N54°18'31"W	282.46'
C8	N77°01'11"W	147.55'
C9	N60°39'24"W	49.35'
C10	N12°40'22"W	43.84'
C11	N31°29'39"E	65.43'
C12	N27°36'43"E	120.00'
C13	N21°54'02"E	209.05'
C14	N12°58'31"E	226.92'



LEGEND

- DIMENSION POINT
- FOUND COPPERWELD MONUMENT IN WELL STAMPED "LS 4533"
- ✕ FOUND 3/4" IRON PIPE W/PLASTIC CAP STAMPED "LS 4533"
- ✕ FOUND 5/8" REBAR W/PLASTIC CAP STAMPED "LS 4533"
- ✕ FOUND 5/8" REBAR W/PLASTIC CAP STAMPED "LS 7944"
- ⊙ SET COPPERWELD MONUMENT IN WELL STAMPED "LS 7944"
- ✕ SET 3/4" IRON PIPE W/PLASTIC CAP STAMPED "LS 7944"
- ✕ SET 5/8" REBAR W/PLASTIC CAP STAMPED "LS 7944"
- ✕ SET 1" BRASS MARKER STAMPED "LS 7944" IN THE GUTTER PAN ON THE EXTENSION OF SIDE LOT LINES 6.00' FROM THE PROPERTY LINE
- CB CHORD BEARING
- CD CHORD DISTANCE
- D.E. DRAINAGE EASEMENT
- DN DOCUMENT NUMBER
- (OA) OVERALL
- O.R. OFFICIAL RECORDS OF PLACER COUNTY
- P.C.R. PLACER COUNTY RECORDS
- P.U.E. PUBLIC UTILITY EASEMENT
- P.Y.E. PRIVATE YARD EASEMENT
- (R) RADIAL
- SF SQUARE FEET
- S.S.E. SANITARY SEWER EASEMENT
- (X) SHEET INDEX

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ENTIRELY ON THOSE SHOWN ON THE FINAL MAP ENTITLED "STONE POINT SUBDIVISION NO. 00-07" RECORDED IN BOOK "Y" OF MAPS, AT PAGE 64, PLACER COUNTY RECORDS, AND SPECIFICALLY MONUMENTS FOUND ON THE CENTERLINE OF NORTH SUNRISE AVENUE BEARING NORTH 32°19'38" EAST.

REFERENCES

- (1) CC MAPS 94
- (2) 3516 O.R. 138
- (3) DN 2003-026075
- (4) AA MAPS 77
- (5) Y MAPS 64



SUBDIVISION NO. 000165
STONE POINT
VILLAGES 11 AND 12

BEING A SUBDIVISION OF LOTS 11A, 11B, AND 12, AS SHOWN ON THE FINAL MAP FOR "SUBDIVISION NO. 000164, STONE POINT LARGE LOT SUBDIVISION", FILED FOR RECORD IN BOOK CC OF MAPS AT PAGE 94, PLACER COUNTY RECORDS; LYING WITHIN A PORTION OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN.

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NOTES:

- TOTAL AREA OF THIS SUBDIVISION IS 22.00± ACRES ±, GROSS, CONSISTING OF 132 RESIDENTIAL LOTS AND 11 MISCELLANEOUS LOTS.
- ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
- A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE KUHLE & ASSOCIATES, DATED JULY 19, 2013; PROJECT NUMBER WKA NO. 9805.01 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT.
- ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 7944" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE UNLESS OTHERWISE NOTED.
- ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 7944"
- ALL INTERIOR DRIVES AND WAYS SHOWN HEREON ARE PRIVATE ROADS, PUBLIC UTILITY EASEMENTS AND EMERGENCY VEHICLE ACCESS EASEMENTS.
- LOTS A AND B (PRIVATE ROAD) SHOWN HEREON SHALL BE GRANTED IN FEE TO THE STONE POINT OWNER'S ASSOCIATION AS PRIVATE ROADS FOR THE BENEFIT AND GENERAL USE OF THE RESIDENTIAL LOTS SHOWN HEREON.
- LOTS C, D, E, F, G, H, I, J, K AND L SHOWN HEREON SHALL BE GRANTED IN FEE TO THE STONE POINT OWNER'S ASSOCIATION AS COMMON AREAS FOR LANDSCAPING, PARKING AND FOR THE BENEFIT AND GENERAL USE OF THE RESIDENTIAL LOTS SHOWN HEREON.
- SEE "GRANT OF RECIPROCAL RIGHTS AND DECLARATION OF RESTRICTIONS" RECORDED IN DOC. #2002-0166839, OFFICIAL RECORDS OF PLACER COUNTY, AND "FIRST AMENDMENT TO GRANT OF RECIPROCAL RIGHTS AND DECLARATION OF RESTRICTIONS" RECORDED IN DOC. #2005-0163775, OFFICIAL RECORDS OF PLACER COUNTY, REGARDING ACCESS, PARKING, DRAINAGE, UTILITIES, TRASH ENCLOSURES AND MONUMENT SIGNAGE THAT AFFECT THE LOTS SHOWN HEREON.
- COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE LOTS SHOWN ON THIS MAP ARE RECORDED CONCURRENTLY HERewith AS DOC. NO. 2014-00777.33, OFFICIAL RECORDS OF PLACER COUNTY.

TENTATIVE SUBDIVISION MAP DESIGNATION	LOTS 11 & 12 FINAL MAP DESIGNATION
PARCEL R-2 (LANE A/B)	LOT A
PARCEL R-3 (LANE C/D/E/F/G)	LOT B
PARCEL HOA-A	LOT C
PARCEL HOA-B	LOT D
PARCEL HOA-C	LOT E
PARCEL HOA-D	LOT F
PARCEL HOA-E	LOT G
PARCEL HOA-F	LOT H
PARCEL HOA-G	LOT I
PARCEL HOA-H	LOT J
PARCEL HOA-I	LOT K
PARCEL HOA-J	LOT L
PARCEL OS-1	LOT M
PARCEL OS-2	LOT N
PARCEL LC-1 & LC-2	LOT O
PARCEL LC-3	LOT P

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "STONE POINT VILLAGES 11 AND 12" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECOGNITION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO PARTICULAR PURPOSES THE FOLLOWING:

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

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

(B) EMERGENCY ACCESS EASEMENTS FOR THE INGRESS AND EGRESS OF EMERGENCY SERVICE VEHICLES, ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AS LOTS A AND B (PRIVATE ROAD) FOR USE BY PUBLIC, CITY, COUNTY OR STATE AGENCIES IN RESPONSE TO LAW ENFORCEMENT, FIRE, MEDICAL OR EMERGENCIES CAUSED BY NATURAL DISASTERS, AS SHOWN HEREON AND DESIGNATED "E.A.E." (EMERGENCY ACCESS EASEMENT).

(C) ACCESS EASEMENTS FOR INGRESS AND EGRESS PURPOSES ACROSS THOSE STRIPS OF LAND SHOWN HEREON AS LOTS A, B AND I, FOR USE BY PUBLIC AGENCIES AND PUBLIC UTILITIES FOR THE MAINTENANCE OF OPEN SPACE LOTS AND DRAINAGE OUTFALLS, AS SHOWN HEREON AND DESIGNATED "A.E." (ACCESS EASEMENT).

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

(A) AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) LOTS "C" AND "P" AS SHOWN HEREON.

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

(A) LOTS "M" AND "N" SHOWN HEREON TO THE CITY OF ROSEVILLE AS OPEN SPACE.

THE REAL PROPERTY DESCRIBED BELOW IS RESERVED AS AN EASEMENT FOR PRIVATE PURPOSES:

(A) THE AREAS DESIGNATED AS "P.YE" (PRIVATE YARD EASEMENT), ARE NOT HEREBY DEDICATED FOR USE BY THE GENERAL PUBLIC, BUT ARE FOR THE BENEFIT OF AND APPURTENANT TO THE ADJOINING NUMBERED LOTS NOTED. SAID EASEMENTS ARE FOR THE PURPOSE OF ACCESS, LANDSCAPING AND RECREATION, MAINTENANCE OF SAID EASEMENT AREAS AND FACILITIES, INCLUDING IRRIGATION AND DRAINAGE IN SAID EASEMENT. IS THE RESPONSIBILITY OF THE LOT BENEFITTING FROM SAID EASEMENT. AND SAID MAINTENANCE IS TO BE MORE PRECISELY DEFINED BY THE COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING STONE POINT VILLAGES 11 & 12.

TAYLOR MORRISON OF CALIFORNIA, LLC,

A CALIFORNIA LIMITED LIABILITY COMPANY

BY: Jay Pawler
NAME: Jay Pawler
TITLE: Vice President

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO
SS
ON THE 30th DAY OF JULY, 2014, BEFORE ME, Kathleen Lopez,
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
Jay Pawler, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY
EVIDENCE TO BE THE PERSON WHOSE NAME IS ASSUBSCRIBED TO THE WITHIN INSTRUMENT
AND ACKNOWLEDGED TO ME THAT HE/SHE/IT EXECUTED THE SAME IN HIS/HER/ITS AUTHORIZED
CAPACITY, AND THAT BY HIS/HER/ITS SIGNATURE ON THE INSTRUMENT THE PERSON, OR
THE ENTITY UPON BEHALF OF WHICH THE PERSON HAS 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: Kathleen Lopez
PRINTED NAME: KATHLEEN LOPEZ
COUNTY OF: SACRAMENTO
MY COMMISSION EXPIRES: July 31, 2017
MY COMMISSION NO.: 2032398

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "STONE POINT VILLAGES 11 AND 12" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE CALIFORNIA MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF TAYLOR MORRISON OF CALIFORNIA, LLC. ON JANUARY 24, 2013, I HEREBY STATE THAT THIS FINAL MAP OF "STONE POINT VILLAGES 11 AND 12" SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, AND THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2015 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

CRAIG E. SPIESS
P.L.S 7944 EXP. 12-31-15
DATE: 7/23/14



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "STONE POINT VILLAGES 11 AND 12" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF. THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: 9/18/14
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES, SEPTEMBER 30, 2014

I HEREBY STATE THAT I AM SATISFIED THIS THIS FINAL MAP OF "STONE POINT VILLAGES 11 AND 12" SUBDIVISION IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE
DATE: 8/14/14
TIMOTHY G. BLAIR
PLS# 8278 EXPIRES DECEMBER 31, 2015



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "STONE POINT VILLAGES 11 AND 12", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE RIGHTS-OF-WAY AND EASEMENTS HERON OFFERED FOR DEDICATION. THE CITY COUNCIL RESCTS AT THIS TIME ON BEHALF OF THE PUBLIC BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE LOTS "M" AND "N" OFFERED HEREON, IN ACCORDANCE WITH THE TERMS OF THAT OFFER.

DATE: 10/16/14
BY: Donna Chapp
CITY CLERK, CITY OF ROSEVILLE
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 31st DAY OF October, 2014, AT 14:59 PM IN BOOK DD OF MAPS, AT PAGE 3, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

RECORDED OF PLACER COUNTY
JIM McCAULEY
DOCUMENT NO.: 2014-007729

FEES: \$ 35.00

SUBDIVISION NO. 000165
STONE POINT
VILLAGES 11 AND 12
BEING A SUBDIVISION OF LOTS 11A, 11B, AND 12, AS SHOWN ON THE FINAL MAP FOR SUBDIVISION NO. 000164, STONE POINT LARGE LOT SUBDIVISION, FILED FOR RECORD IN BOOK OF MAPS AT PAGE 94, PLACER COUNTY RECORDS, LYING WITHIN A PORTION OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
AUGUST 2014
SHEET 1 OF 10 18154.111
ENGINEERS
PLANNERS
SURVEYORS
MACKAY & SOMPS
1552 Eureka Road, Suite 100, Roseville, CA 95681 (916) 773-1188



COUNCIL COMMUNICATION

CC #: 7843

File #: 0400-04-02-1

Title: Stone Point Village 14 Certificate of Completion

Contact: John Hernandez 916 774-5486 jhernandez@roseville.ca.us

Meeting Date: 7/20/2016

Item #: 6.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following action:

1. Adopt the attached resolution accepting Stone Point Village 14, CWJ# 130202, as complete.
2. Authorize the City Engineer to execute the Certificate of Completion.

BACKGROUND

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

FISCAL IMPACT

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

ECONOMIC DEVELOPMENT / JOBS CREATED

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

ENVIRONMENTAL REVIEW

The Council action of accepting Stone Point Village 14 as complete will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guideline 15060(c) (2)). Adoption of this project does not include the potential for a significant environmental effect and therefore is not subject to CEQA.

Respectfully Submitted,

John Hernandez, Senior Construction Inspector

Kevin Payne, Development Services Director

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

Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-314

Stone Point Village 14 Certificate of Completion

Stone Point Village 14 Exhibit "A"

Stone Point Village 14 Final Map

RESOLUTION NO. 16-314

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS STONE POINT VILLAGE 14 PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Certificate of Completion" on file in the City Clerk's Department relative to that public work known as the STONE POINT VILLAGE 14 is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book DD of Maps, Page 4 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

AFTER RECORDING RETURN TO:
CITY CLERK
311 VERNON STREET
ROSEVILLE, CA 95678

CERTIFICATE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as Stone Point Village 14 Project was completed and accepted by the City of Roseville on July 20, 2016. The location is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference.

The general contractor on said project was De SILVA GATES CONSTRUCTION.

The surety on said project was National Union Fire Insurance Company of Pittsburgh, PA. A Surety Company BOND # 914489

MARC STOUT
City Engineer
City of Roseville

ATTEST:

SONIA OROZCO, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF PLACER)

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

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

MARC STOUT
City Engineer
City of Roseville

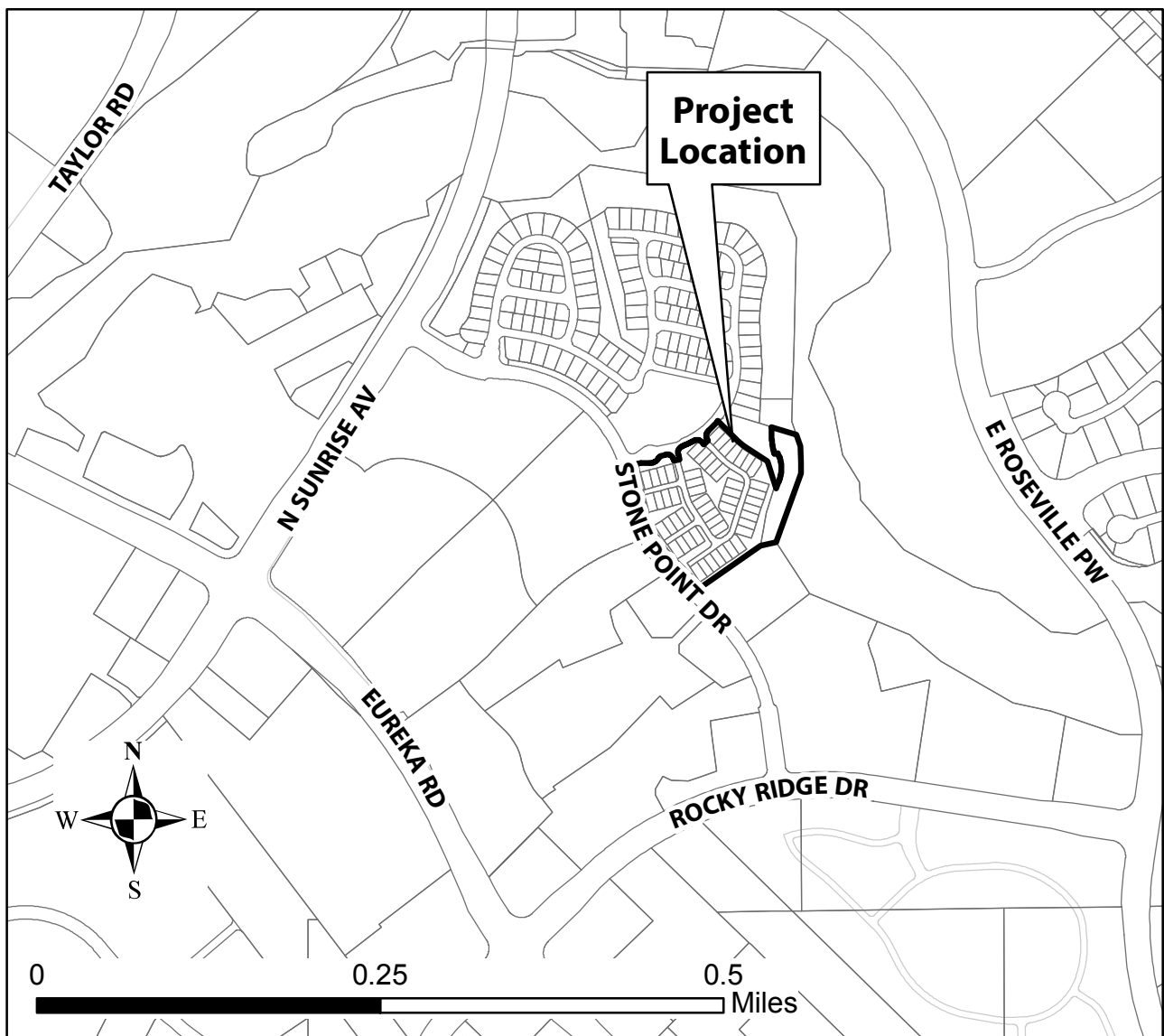
STATE OF CALIFORNIA)
COUNTY OF PLACER)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2016, by _____ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public in and for said County and State

EXHIBIT A

City of Roseville Stone Point Village 14



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "STONE POINT VILLAGE 14" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO PARTICULAR PURPOSES THE FOLLOWING:

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

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO WATER AND GAS PIPES, SEWER PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS "A", "B", AND "C", AS SHOWN HEREON AND THOSE 3 FOOT WIDE STRIPS OF LAND LYING CONTIGUOUS TO THE PRIVATE STREETS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) EMERGENCY ACCESS EASEMENTS FOR THE INGRESS AND EGRESS OF EMERGENCY SERVICE VEHICLES, ON, OVER AND ACROSS THAT STRIP OF LAND SHOWN HEREON AS LOT A (PRIVATE ROAD) FOR USE BY PUBLIC, CITY, COUNTY OR STATE AGENCIES IN RESPONSE TO LAW ENFORCEMENT, FIRE, MEDICAL OR EMERGENCIES CAUSED BY NATURAL DISASTERS.

(C) ACCESS EASEMENTS FOR INGRESS AND EGRESS PURPOSES ACROSS THAT STRIP OF LAND SHOWN HEREON AS LOT A (PRIVATE ROAD) FOR USE BY PUBLIC AGENCIES AND PUBLIC UTILITIES FOR THE MAINTENANCE OF OPEN SPACE LOTS AND DRAINAGE OUTFALLS.

(D) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF STORM DRAINAGE PIPES, VAULTS AND APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE AREAS SHOWN HEREON AND DESIGNATED HEREON AS "D.E." (DRAINAGE EASEMENT).

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

(A) LOT "D" SHOWN HEREON TO THE CITY OF ROSEVILLE AS OPEN SPACE.

THE REAL PROPERTY DESCRIBED BELOW IS RESERVED AS AN EASEMENT FOR PRIVATE PURPOSES:

(A) THE AREAS DESIGNATED AS "3.5' PYE" AND "4' PYE" (PRIVATE YARD EASEMENT), ARE NOT HEREBY DEDICATED FOR USE BY THE GENERAL PUBLIC, BUT ARE FOR THE BENEFIT OF AND APPURTENANT TO THE ADJOINING NUMBERED LOTS AS NOTED ON SHEETS 3 AND 4. SAID EASEMENTS ARE FOR THE PURPOSE OF ACCESS, LANDSCAPING AND RECREATION, MAINTENANCE OF SAID EASEMENT AREAS AND FACILITIES, INCLUDING IRRIGATION AND DRAINAGE IN SAID EASEMENT, IS THE RESPONSIBILITY OF THE LOT BENEFITING FROM SAID EASEMENT, AND SAID MAINTENANCE IS TO BE MORE PRECISELY DEFINED BY THE COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING STONE POINT VILLAGE 14.

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

BY: [Signature]
NAME: Jay Pawlek
TITLE: VICE PRESIDENT

NOTARY'S ACKNOWLEDGMENT

STATE OF California } SS
COUNTY OF Sacramento
ON THE 20th DAY OF August, 2014, BEFORE ME, L. Hall
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED,
Jay Pawlek, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY
EVIDENCE TO BE THE PERSON (s) WHOSE NAME (s) IS (s) SUBSCRIBED TO THE WITHIN INSTRUMENT
AND ACKNOWLEDGED TO ME THAT HE (s) / SHE (s) / THEY EXECUTED THE SAME IN HIS (s) / HER (s) / THEIR
CAPACITY (s), AND THAT BY HIS (s) / HER (s) / 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: L. Hall
PRINTED NAME: L. Hall

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: Sacramento

MY COMMISSION EXPIRES: 8/5/18

MY COMMISSION NO.: 2076909

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "STONE POINT VILLAGE 14" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF TAYLOR MORRISON OF CALIFORNIA, LLC, ON JANUARY 24, 2013. I HEREBY STATE THAT THIS FINAL MAP OF "STONE POINT VILLAGE 14" SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, AND THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2015 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.



[Signature]
CRAIG E. SPIESS
P.L.S. 7944 EXP. 12-31-15
DATE: 8/15/14

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "STONE POINT VILLAGE 14" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

[Signature] DATE: 9/18/14
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2014

I HEREBY STATE THAT I AM SATISFIED THIS THIS FINAL MAP OF "STONE POINT VILLAGE 14" SUBDIVISION IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

[Signature] DATE: 9/23/14
TIMOTHY G. BLAIR
P.L.S.# 8278 EXPIRES DECEMBER 31, 2015

**CITY CLERK'S STATEMENT**

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "STONE POINT VILLAGE 14", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE ~~PROPOSED~~ EASEMENTS HEREON OFFERED FOR DEDICATION. THE CITY COUNCIL REJECTS AT THIS TIME ON BEHALF OF THE PUBLIC BUT RESERVES THE RIGHT TO ACCEPT, AT A LATER DATE, LOT "D" OFFERED HEREON, IN ACCORDANCE WITH THE TERMS OF THAT OFFER.

[Signature]
CITY CLERK, CITY OF ROSEVILLE

DATE: 10/10/14 BY: [Signature]
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 31st DAY OF October, 2014, AT 14:59 PM IN BOOK DD OF
MAPS, AT PAGE 4, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF
FIRST AMERICAN TITLE COMPANY.

[Signature] DOCUMENT NO.: 2014-0077731
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA
BY: [Signature] FEE: \$ 20.00
DEPUTY

**SUBDIVISION NO. 000165
STONE POINT
VILLAGE 14**

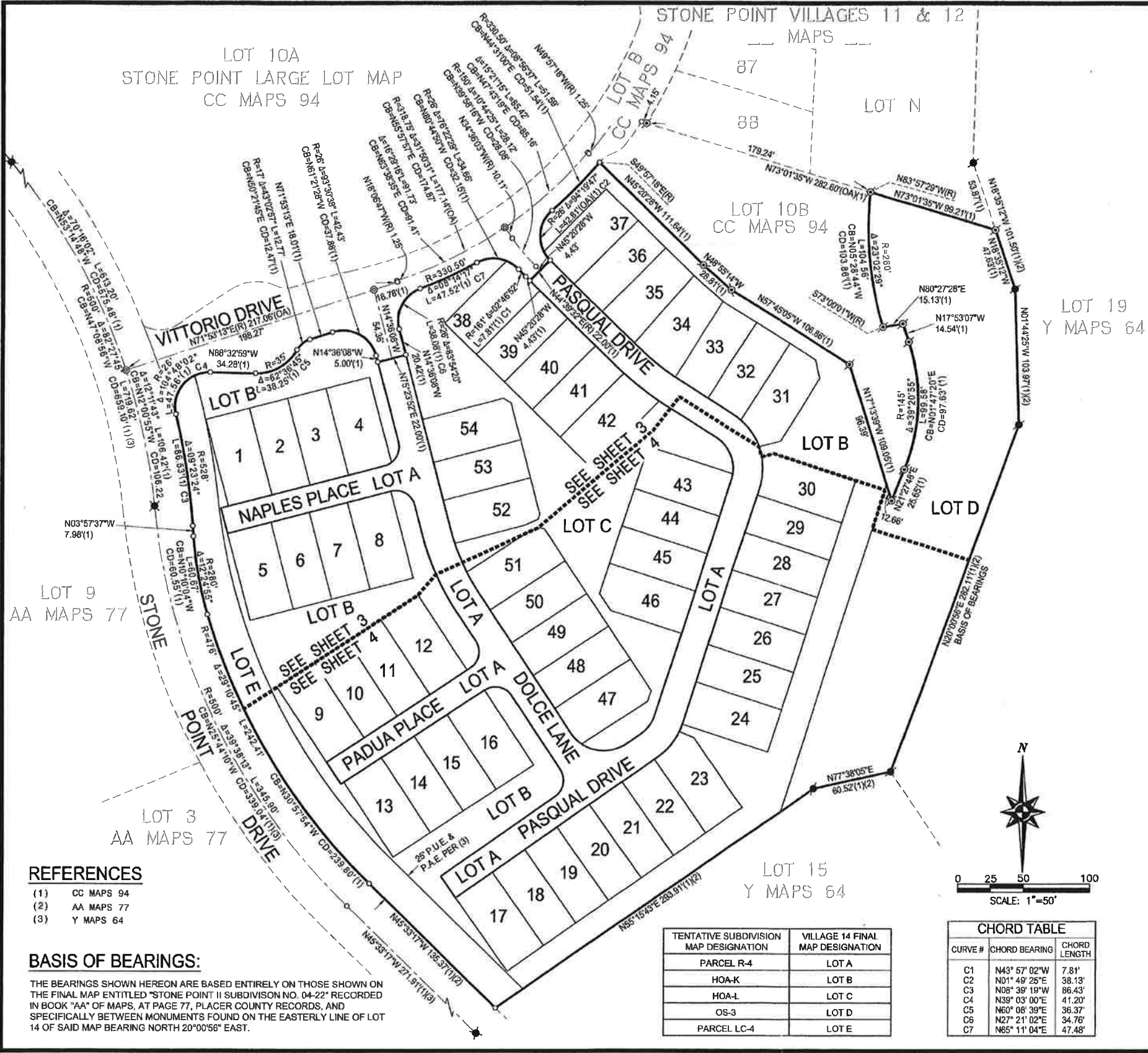
BEING A SUBDIVISION OF LOT 14, AS SHOWN ON THE FINAL MAP FOR
"SUBDIVISION NO. 000164, STONE POINT LARGE LOT SUBDIVISION", FILED FOR RECORD IN
BOOK CC OF MAPS AT PAGE 84, PLACER COUNTY RECORDS; LYING WITHIN A PORTION
OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
1522 Eunisher Road, Suite 100, Roseville, CA 95661 (916) 773-1188

AUGUST 2014

SHEET 1 OF 5 18154.T14



- LEGEND**
- DIMENSION POINT (NOTHING FOUND OR SET)
 - ⊗ FOUND COPPERWELD MONUMENT IN WELL STAMPED "LS 4533"
 - ⊗ FOUND 3/4" IRON PIPE W/PLASTIC CAP STAMPED "LS 4533"
 - ⊗ FOUND 5/8" REBAR W/PLASTIC CAP STAMPED "LS 4533"
 - ⊗ FOUND 5/8" REBAR W/PLASTIC CAP STAMPED "LS 7944"
 - ⊗ SET COPPERWELD MONUMENT IN WELL STAMPED "LS 7944"
 - ⊗ SET 3/4" IRON PIPE W/PLASTIC CAP STAMPED "LS 7944"
 - ⊗ SET 5/8" REBAR W/PLASTIC CAP STAMPED "LS 7944"
 - ⊗ SET 1" BRASS MARKER STAMPED "LS 7944" ON THE OFFSET OF THE CENTERLINE 0.40' ON LINE FROM THE PROPERTY LINE
 - A.E. ACCESS EASEMENT
 - CB CHORD BEARING
 - CD CHORD DISTANCE
 - D.E. DRAINAGE EASEMENT
 - DN DOCUMENT NUMBER
 - E.A.E. EMERGENCY ACCESS EASEMENT
 - (OA) OVERALL
 - P.A.E. PUBLIC ACCESS EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - PYE PRIVATE YARD EASEMENT
 - (R) RADIAL
 - SF SQUARE FEET
 - SHEET INDEX

- NOTES:**
- TOTAL AREA OF THIS SUBDIVISION IS 5.84± ACRES +/-, GROSS, CONSISTING OF 54 RESIDENTIAL LOTS AND 5 MISCELLANEOUS LOTS.
 - ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
 - A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE KUHLE & ASSOCIATES, DATED JULY 19, 2013; PROJECT NUMBER WKA NO. 9805.01 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT.
 - ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 7944" IN THE SIDEWALK OR GUTTER, ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE.
 - ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 7944".
 - MAINTENANCE OF PRIVATE YARD EASEMENT AREAS AND FACILITIES, INCLUDING IRRIGATION AND DRAINAGE IN SAID EASEMENT, IS THE RESPONSIBILITY OF THE LOT BENEFITING FROM SAID EASEMENT, AND SAID MAINTENANCE IS TO BE MORE PRECISELY DEFINED BY THE COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING STONE POINT VILLAGES 11, 12 AND 14.
 - LOT A SHOWN HEREON SHALL BE GRANTED IN FEE TO THE STONE POINT OWNER'S ASSOCIATION AS PRIVATE ROADS FOR THE BENEFIT AND GENERAL USE OF THE RESIDENTIAL LOTS SHOWN HEREON.
 - LOTS B, C AND E SHOWN HEREON SHALL BE GRANTED IN FEE TO THE STONE POINT OWNER'S ASSOCIATION AS COMMON AREAS FOR LANDSCAPING, PARKING AND FOR THE BENEFIT AND GENERAL USE OF THE RESIDENTIAL LOTS SHOWN HEREON.
 - SEE "GRANT OF RECIPROCAL RIGHTS AND DECLARATION OF RESTRICTIONS" RECORDED IN DOC. #2002-0166839, OFFICIAL RECORDS OF PLACER COUNTY, AND "FIRST AMENDMENT TO GRANT OF RECIPROCAL RIGHTS AND DECLARATION OF RESTRICTIONS" RECORDED IN DOC. #2005-0163775, OFFICIAL RECORDS OF PLACER COUNTY, REGARDING ACCESS, PARKING, DRAINAGE, UTILITIES, TRASH ENCLOSURES AND MONUMENT SIGNAGE THAT AFFECT THE LOTS SHOWN HEREON.
 - COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE LOTS SHOWN ON THIS MAP ARE RECORDED CONCURRENTLY HERewith AS DOC. NO. 2014-0077733, OFFICIAL RECORDS OF PLACER COUNTY.

SUBDIVISION NO. 000165
STONE POINT VILLAGE 14

BEING A SUBDIVISION OF LOT 14, AS SHOWN ON THE FINAL MAP FOR "SUBDIVISION NO. 000164, STONE POINT LARGE LOT SUBDIVISION", FILED FOR RECORD IN BOOK CC OF MAPS AT PAGE 94, PLACER COUNTY RECORDS; LYING WITHIN A PORTION OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

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

AUGUST 2014

SHEET 2 OF 5 18154.T14

REFERENCES

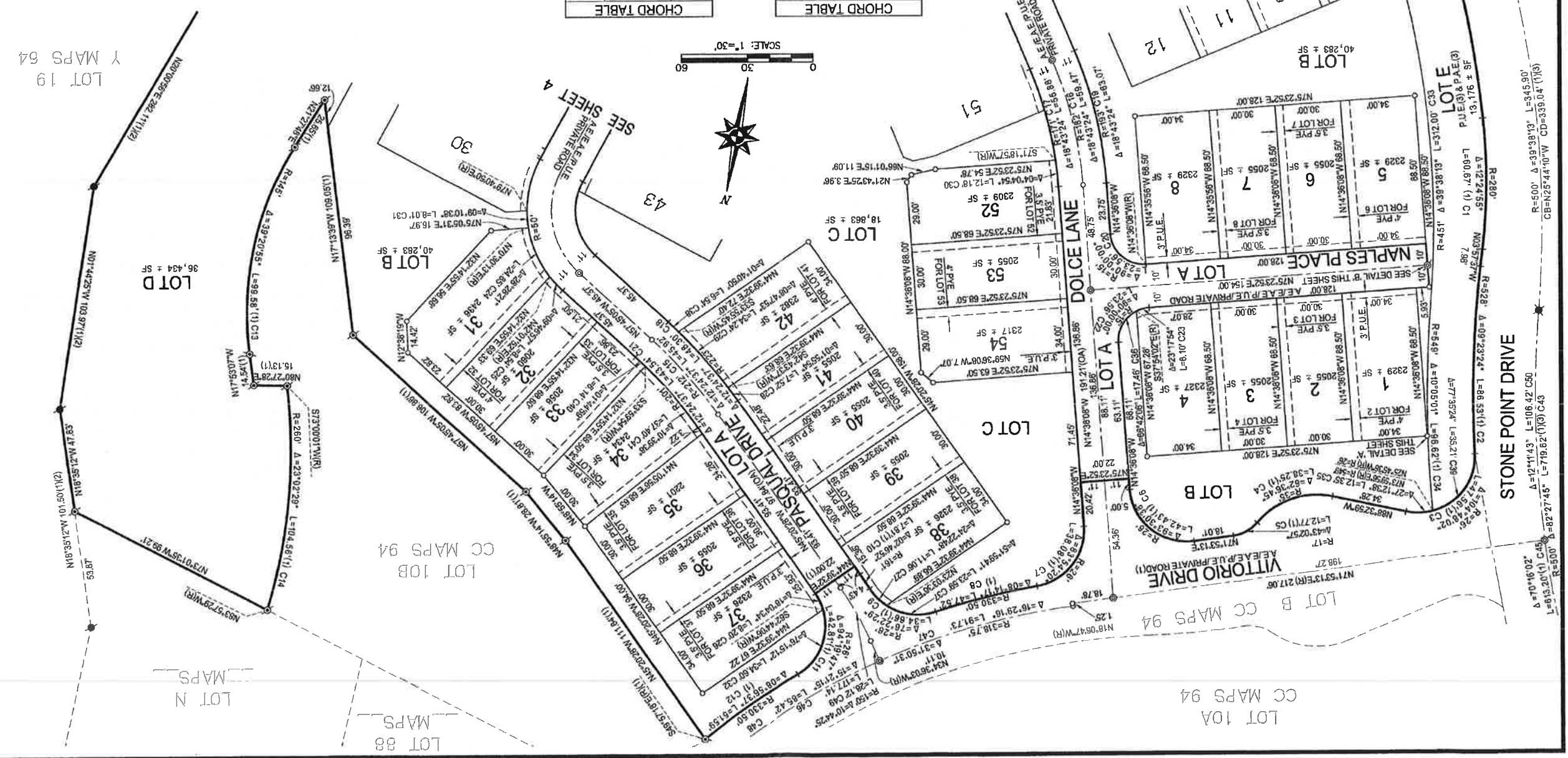
- (1) CC MAPS 94
- (2) AA MAPS 77
- (3) Y MAPS 64

BASIS OF BEARINGS:

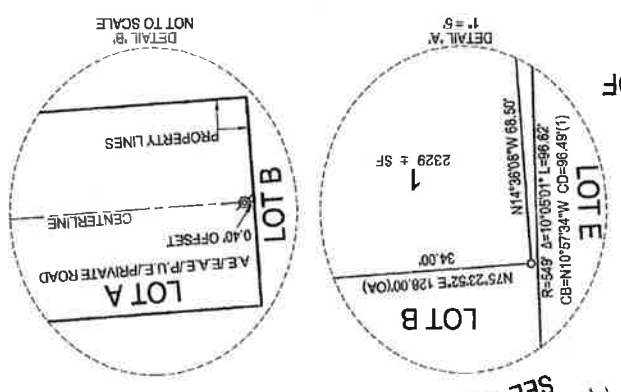
THE BEARINGS SHOWN HEREON ARE BASED ENTIRELY ON THOSE SHOWN ON THE FINAL MAP ENTITLED "STONE POINT II SUBDIVISION NO. 04-22" RECORDED IN BOOK "AA" OF MAPS, AT PAGE 77, PLACER COUNTY RECORDS, AND SPECIFICALLY BETWEEN MONUMENTS FOUND ON THE EASTERLY LINE OF LOT 14 OF SAID MAP BEARING NORTH 20°00'56" EAST.

TENTATIVE SUBDIVISION MAP DESIGNATION	VILLAGE 14 FINAL MAP DESIGNATION
PARCEL R-4	LOT A
HOA-K	LOT B
HOA-L	LOT C
OS-3	LOT D
PARCEL LC-4	LOT E

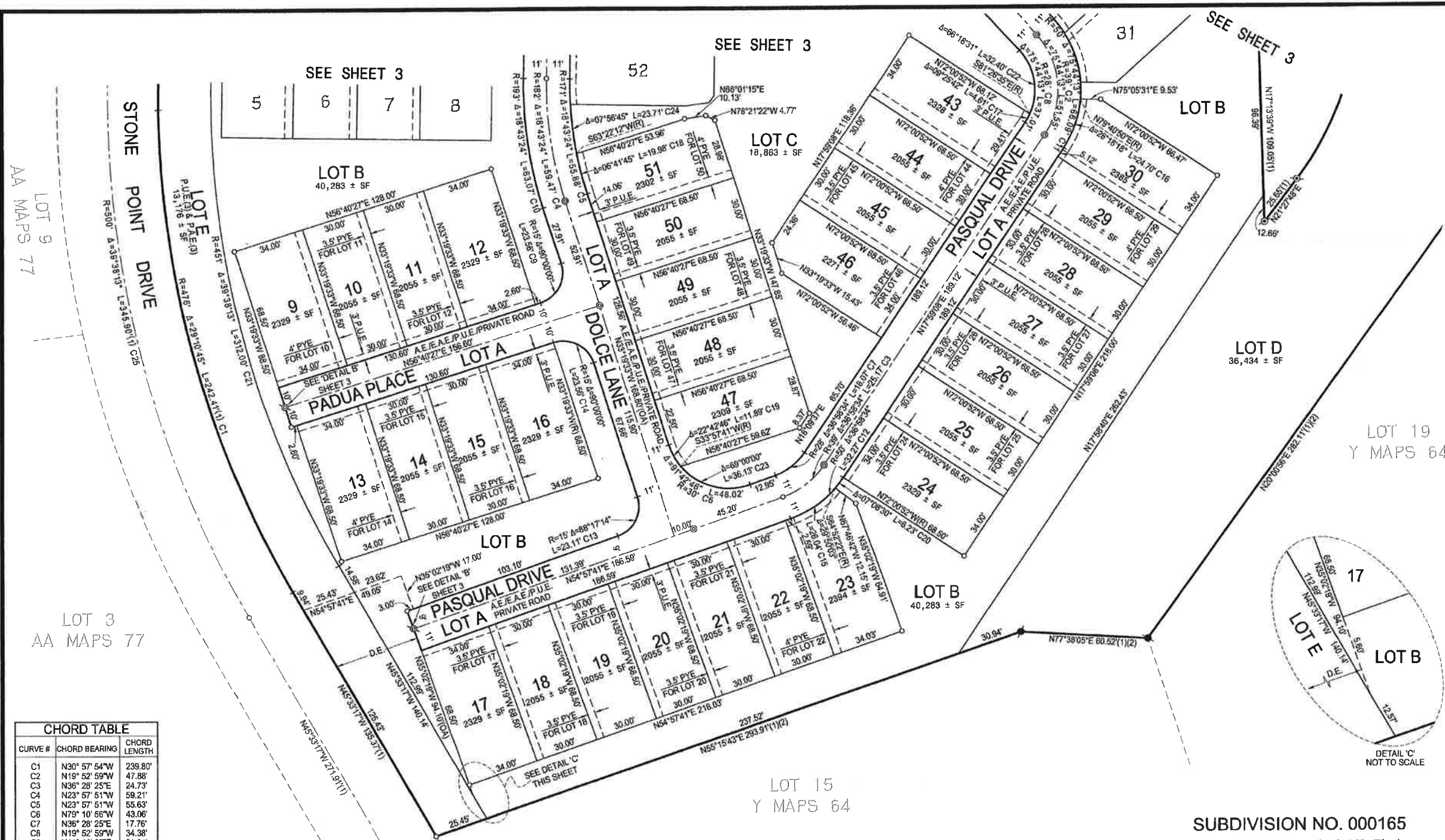
CHORD TABLE		
CURVE #	CHORD BEARING	CHORD LENGTH
C1	N43° 57' 02"W	7.81'
C2	N01° 49' 25"E	38.13'
C3	N08° 39' 19"W	86.43'
C4	N39° 03' 00"E	41.20'
C5	N60° 08' 39"E	36.37'
C6	N27° 21' 02"E	34.76'
C7	N85° 11' 04"E	47.48'



CHORD TABLE				CHORD TABLE			
CURVE #	CHORD BEARING	CHORD LENGTH		CURVE #	CHORD BEARING	CHORD LENGTH	
C26	N12.00 55.0W	106.22		C25	N52.57 37.0W	8.53	
C24	N34.57 16.1W	28.06		C24	N33.43 56.0E	24.59	
C8	N47.43 19.1E	86.16		C23	N63.44 55.0E	6.06	
C1	N59.57 57.5E	194.41		C22	N30.23 53.5E	21.21	
C19	N63.36 35.5E	174.87		C21	N51.32 32.4W	43.45	
C20	N59.57 57.5E	57.48		C20	N59.56 08.0W	21.21	
C18	N12.00 55.0W	106.22		C19	N23.37 51.1W	84.21	
C16	N47.43 19.1E	86.16		C18	N23.37 51.1W	56.63	
C17	N59.57 57.5E	194.41		C17	N23.37 51.1W	56.63	
C18	N47.43 19.1E	86.16		C16	N51.32 32.4W	43.45	
C15	N34.57 16.1W	28.06		C15	N63.44 55.0E	6.06	
C19	N59.57 57.5E	194.41		C14	N51.32 32.4W	43.45	
C12	N63.36 35.5E	174.87		C13	N59.56 08.0W	21.21	
C11	N59.57 57.5E	57.48		C12	N23.37 51.1W	84.21	
C10	N12.00 55.0W	106.22		C11	N23.37 51.1W	56.63	
C9	N47.43 19.1E	86.16		C10	N23.37 51.1W	56.63	
C8	N59.57 57.5E	194.41		C9	N51.32 32.4W	43.45	
C7	N34.57 16.1W	28.06		C8	N63.44 55.0E	6.06	
C6	N47.43 19.1E	86.16		C7	N59.56 08.0W	21.21	
C5	N59.57 57.5E	194.41		C6	N23.37 51.1W	84.21	
C4	N12.00 55.0W	106.22		C5	N23.37 51.1W	56.63	
C3	N47.43 19.1E	86.16		C4	N51.32 32.4W	43.45	
C2	N59.57 57.5E	194.41		C3	N63.44 55.0E	6.06	
C1	N12.00 55.0W	106.22		C2	N59.56 08.0W	21.21	
				C1	N23.37 51.1W	84.21	



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



CHORD TABLE		
CURVE #	CHORD BEARING	CHORD LENGTH
C1	N30° 57' 54"W	239.80'
C2	N19° 52' 59"W	47.88'
C3	N36° 28' 25"E	24.73'
C4	N23° 57' 51"W	59.21'
C5	N23° 57' 51"W	55.63'
C6	N79° 10' 56"W	43.06'
C7	N36° 28' 25"E	17.76'
C8	N19° 52' 59"W	34.38'
C9	N11° 40' 27"E	21.21'
C10	N23° 57' 51"W	62.79'
C11	N19° 52' 59"W	61.39'
C12	N36° 28' 25"E	31.71'
C13	N10° 49' 04"E	20.89'
C14	N78° 19' 33"W	21.21'
C15	N40° 02' 40"E	25.74'
C16	N03° 49' 59"E	24.45'
C17	N13° 16' 17"E	4.60'
C18	N29° 58' 40"W	19.97'
C19	N44° 40' 56"W	11.81'
C20	N21° 39' 23"E	6.23'
C21	N25° 44' 10"W	305.82'
C22	N24° 35' 50"W	30.63'
C23	N89° 27' 41"E	33.98'
C24	N22° 39' 25"W	23.70'
C25	N25° 44' 10"W	339.04'

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

SUBDIVISION NO. 000165
STONE POINT
VILLAGE 14

BEING A SUBDIVISION OF LOT 14, AS SHOWN ON THE FINAL MAP FOR
"SUBDIVISION NO. 000164, STONE POINT LARGE LOT SUBDIVISION", FILED FOR RECORD IN
BOOK CC OF MAPS AT PAGE 94, PLACER COUNTY RECORDS; LYING WITHIN A PORTION
OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

Mackay & Soms
ENGINEERS PLANNERS SURVEYORS
1502 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1100

AUGUST 2014
SHEET 4 OF 5 18154.T14

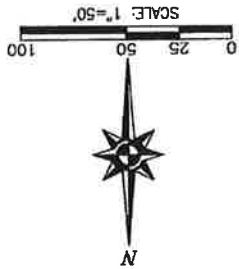
SUBDIVISION NO. 000165
STONE POINT
VILLAGE 14

BEING A SUBDIVISION OF LOT 14, AS SHOWN ON THE FINAL MAP FOR
SUBDIVISION NO. 000164, "STONE POINT LARGE LOT SUBDIVISION", FILED FOR RECORD IN
BOOK CC OF MAPS AT PAGE 94, PLACER COUNTY RECORDS, LYING WITHIN A PORTION
OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN.
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

AUGUST 2014

MacKay & Somp
ENGINEERS PLANNERS SURVEYORS
1522 FURBER ROAD, SUITE 100, ROSEVILLE, CA 95661 (916) 773-1199

SHEET 5 OF 5 18154.114

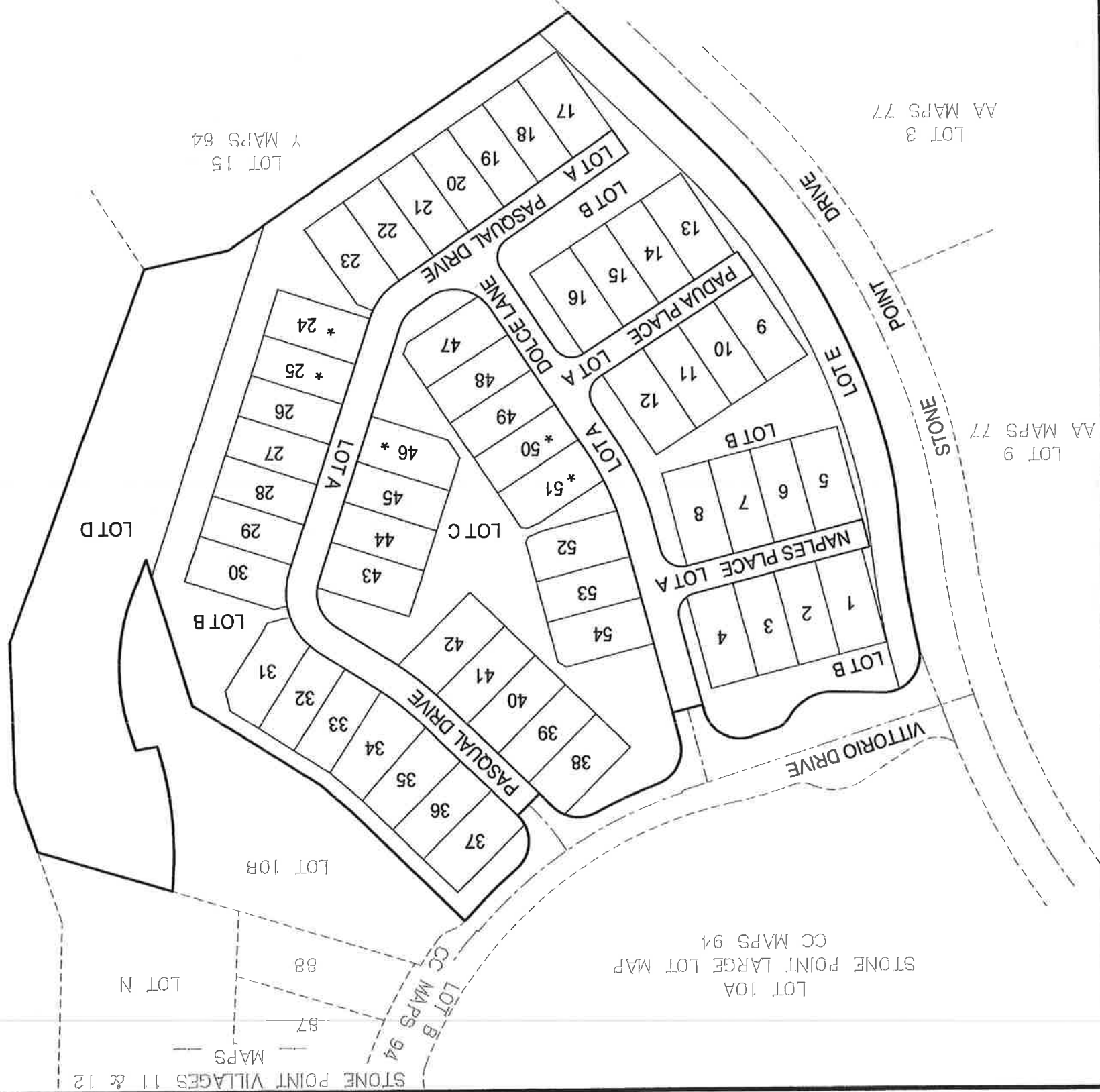


LEGEND

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER
CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND
MAINTAINED THEREAFTER BY THE OWNER.

ADDITIONAL INFORMATION FOR INFORMATIONAL
PURPOSE ONLY PURSUANT TO SECTION 66434.2
OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE
FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF
ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO
MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING. HERETO, THE CITY OF
ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF
THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE
OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE
FOR ANY REASON WHATSOEVER.





COUNCIL COMMUNICATION

CC #: 7839

File #: 0721

Title:	North Industrial Planning Area Parcel 50 - Roseville Self Storage Transit Bus Shelter - Construction Fee Agreement
Contact:	Anita Giordano 916-774-5385 agiordano@roseville.ca.us

Meeting Date: 7/20/2016

Item #: 6.14.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt a resolution approving a Bus Shelter construction fee agreement for the construction of Bus Shelter #296 between the City of Roseville and Roseville Self Storage, Incorporated, and authorizing the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The developer has remitted the full and present cost (\$10,000) of construction bus shelter #296 and has requested to enter into a Bus Shelter Construction Fee Agreement per Condition #22 per Planning Commission approval of the tentative subdivision map for NIPA PCL 50 Roseville Self Storage located at 8601 Foothills Blvd. Staff anticipates that bus service to this location will be added three or more years into the future, necessitating the installation of a bus shelter at that time.

FISCAL IMPACT

The construction fee of \$10,000 provides security for bus shelter #296 to be installed in the future with no fiscal impact to the City's General fund or the Alternative Transportation Division's Transportation Development Act (TDA) funds.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this project will translate to approximately less than one tenth of one job created.

ENVIRONMENTAL REVIEW

The proposed project involves the construction of a limited number of small facilities. This activity is categorically exempt from CEQA as a Class 3 Exemption (State CEQA Guidelines Section 15303). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Anita Giordano, Administrative Technician

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-310

296 Transit Bus Shelter Construction Fee Agreement

Shelter #296 Grant of Easement Exhibit A and B

RESOLUTION NO. 16-310

APPROVING A TRANSIT BUS SHELTER CONSTRUCTION FEE AGREEMENT BY AND
BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE SELF STORAGE LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF
ROSEVILLE

WHEREAS, a Transit Bus Shelter Construction Fee Agreement regarding the Bus Shelter
#296, by and between the City of Roseville and Roseville Self Storage, 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

RECORDING REQUESTED BY AND WHEN RECORDED,
PLEASE RETURN TO:

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

TRANSIT BUS SHELTER
CONSTRUCTION FEE AGREEMENT

Project Name: NIPA PCL 50 – Roseville Self Storage

Shelter Number: 296

THIS AGREEMENT is made and entered into this _____ day of _____,
20____, by and between the CITY OF ROSEVILLE, a municipal corporation, ("CITY") and
Roseville Self Storage LLC, a California limited liability company ("DEVELOPER"), and

W I T N E S S E T H:

A. DEVELOPER is the owner of a parcel of real property located in Roseville, Placer County, California, which is more particularly described in Exhibit "A" and as shown on the map labeled Exhibit "B" ("the Subject Property"). DEVELOPER currently intends to develop the Subject Property, and as a condition of such development, or as provided for per the Development Agreement between DEVELOPER and CITY, the terms of which are fully incorporated herein by this reference, CITY requires that DEVELOPER construct or finance the construction of a bus shelter on the Subject Property, on real property to be dedicated to CITY as part of landscape corridor and/or public right-of-way.

B. In order to satisfy such condition(s) set forth in Paragraph A, DEVELOPER hereby desires to pay CITY the full present cost of constructing such bus shelter. Such funds shall be deposited into CITY account 00440-2011/683505-70. DEVELOPER has previously provided to CITY, or will provide to CITY concurrent to the execution of this Agreement, an easement to allow for the construction, installation, operation, and maintenance of a bus shelter, or other transit related facilities, by CITY or its designated agents, in further satisfaction of such condition(s).

C. CITY is willing to accept and deems such payment and easement as in full compliance with the aforementioned condition(s) of the project permit for the Subject Property, with the understanding that the funds may be used as determined by CITY for the placement of any transit related improvement within the vicinity of the Subject Property.

NOW, THEREFORE, the parties agree as follows:

1. Agreement Runs with the Land. This Agreement is an instrument affecting the title or possession of the Subject Property. It shall run with the land, and all of the terms, covenants, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of all of the successors in interest of DEVELOPER. Upon sale or division of the Subject Property, the terms, conditions, covenants and restrictions of this Agreement shall apply to each parcel, and the owner or owners of each parcel of the Subject Property shall succeed to the obligations imposed upon DEVELOPER by this Agreement.
2. Payment. Concurrent with the execution of this Agreement, DEVELOPER shall pay to CITY the sum of ten thousand dollars (\$10,000), which represents the full current cost of constructing a bus shelter, or other transit related facility.
3. Location. CITY, in its sole discretion, may choose to construct, install, operate, and/or maintain a bus shelter upon the designated easement for Bus Shelter #296 located on the Subject Property, or may choose to use the funds to build any other transit related facilities within the vicinity of, but not on, the Subject Property.

4. Right of Entry. Permission to enter onto the Subject Property or other property of DEVELOPER is hereby granted to CITY, or its designated agents, as may be necessary to construct, install, operate, or maintain such bus shelter or other transit related facilities.
5. Compliance with Conditions. Upon delivery to CITY of both the fully executed grant of easement specified in Paragraph B above and the payment specified in Section 2 above, DEVELOPER shall be deemed to have fully complied with and satisfied the condition of the Project Permit for the Subject Property for the financing and construction of the required bus shelter.
6. Integration. This is an integrated agreement, and contains the complete understanding of the parties. It shall be read as a whole.
7. Amendments. This Agreement and each provision contained herein may be waived, amended, supplemented, or terminated only by mutual written agreement of CITY and DEVELOPER.
8. Notices. Any notices required by this Agreement shall be personally delivered or mailed, U.S. Mail first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE
City of Roseville
311 Vernon Street
Roseville, CA 95678
Attn: Public Works Dept.

DEVELOPER
Roseville Self Storage LLC
ATTN: John Lopuch
15500 Erwin Street, Ste. 4000
Van Nuys, CA 91411

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

9. Venue. Any action arising out of this Agreement shall be brought in Placer County, regardless of where else it might otherwise be venued.
10. Attorney's Fees. In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees.

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 DEVELOPER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

DEVELOPER:
Roseville Self Storage LLC, a
California limited liability company

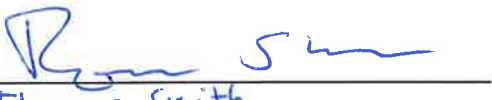
BY: _____
ROB JENSEN
City Manager

BY: 
its: John Lopuch
Manager

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: 
its: Thomas Smith
Manager

APPROVED AS TO FORM:

(NOTARIZATION REQUIRED)

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
RHON HERNDON
Public Works Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
 County of Los Angeles)
 On 5/26/16 before me, Margaret S. Caton, a Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Thomas Gerald Smith
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Margaret S. Caton
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Transit Busheller Document Date: 5/26/16
 Number of Pages: 4 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
 County of Los Angeles)
 On 5/30/16 before me, Margaret S. Caton, notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared John C. Lopuch
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Margaret S. Caton
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Transit Bus Sheet Document Date: 5/30/16
 Number of Pages: 4 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

RECORDING REQUESTED BY
AND WHEN RECORDED,
RETURN TO:

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

GRANT OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ROSEVILLE SELF STORAGE LLC, a California Limited Liability Company

hereby GRANT(s) to THE CITY OF ROSEVILLE, a Municipal Corporation, an easement for BUS SHELTER #296, installation, maintenance and transit service purposes and purposes appurtenant thereto, on, over, under and across the following described real property in the CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA:

SEE EXHIBIT "A" (legal description), attached hereto and incorporated herein by reference.

SEE EXHIBIT "B" (map), attached hereto and incorporated herein by reference.

Roseville Self Storage LLC

By: _____

Printed Name: John Lopuch, Manager

Dated: May 26, 2016

By: _____

Printed Name: Thomas Smith, Manager

Dated: May 26, 2016

California All Purpose Notary 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 the document.

State of California }
County of L.A. }ss

On 5/26/14, before me, Margaret S. Caton, Notary Public personally appeared Thomas Gerard Smith 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 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: Margaret S. Caton



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Los Angeles)

On 5/26/16
Date

before me,

Margaret S. Caton, Notary Public
Here Insert Name and Title of the Officer

personally appeared

John C. Lopuch

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Margaret S. Caton
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

Grant of Easement

Document Date:

5/26/16

Number of Pages:

4

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

EXHIBIT "A"

LEGAL DESCRIPTION BUS SHELTER EASEMENT

BEING A PORTION OF THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF ROSEVILLE , COUNTY OF PLACER AND STATE OF CALIFORNIA, SHOWN AND DESIGNATED AS PARCEL 1 ON THAT CERTAIN PARCEL MAP OF "FOOTHILL AT ROSEVILLE PARKWAY PARCEL MAP" FILED FOR RECORD ON JUNE 19, 2014 IN BOOK 35 OF PARCEL MAPS AT PAGE 66, PLACER COUNTY RECORDS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL 1 AS SAID PARCEL IS SHOWN AND DESIGNATED ON SAID PARCEL MAP, THENCE ALONG THE NORTHERLY LINE OF PARCEL 1 NORTH 89°28'58" EAST FOR A DISTANCE OF 219.50 FEET;

THENCE LEAVING SAID NORTHERLY LINE SOUTH 00°31'02" WEST FOR A DISTANCE OF 59.50 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°28'58" EAST FOR A DISTANCE OF 20.00 FEET;

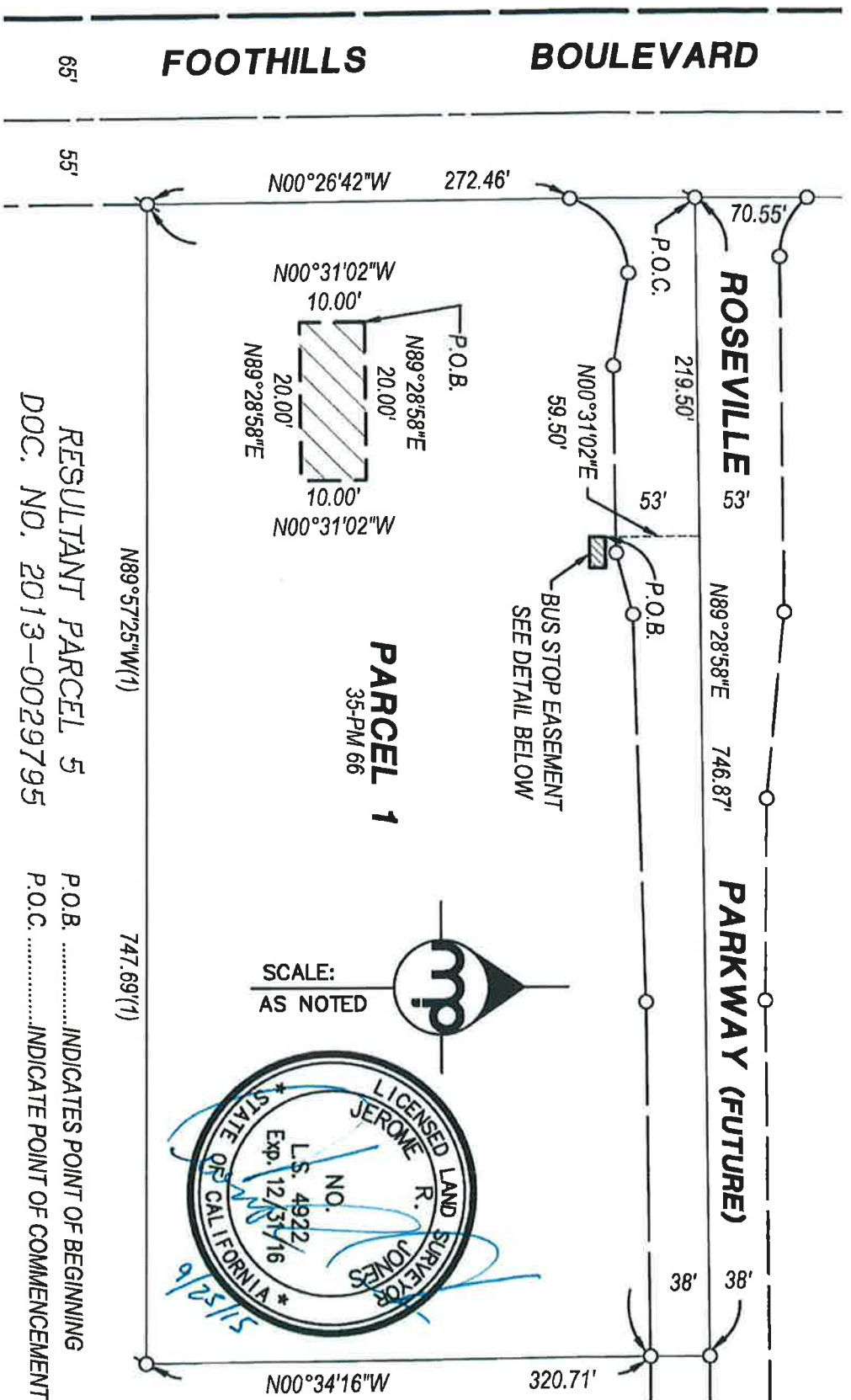
THENCE SOUTH 00°31'02" EAST FOR A DISTANCE OF 10.00 FEET;

THENCE SOUTH 89°28'58" WEST FOR A DISTANCE OF 20.00 FEET;

THENCE NORTH 00°31'02" WEST FOR A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED STRIP OF LAND IS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.





RESULTANT PARCEL 5
DOC. NO. 2013-0029795

P.O.B. INDICATES POINT OF BEGINNING
P.O.C. INDICATE POINT OF COMMENCEMENT

SCALE:
AS NOTED



MORTON & PITALO, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
LANDSCAPE ARCHITECTURE • TRAFFIC ENGINEERING

75 Iron Point Circle, Suite 120 • Folsom, CA 95630
Phone: 916.984.7621 • fax: 916.984.9611 • survey fax: 916.563.6770
survey email: info@mpeinc.com • web: www.mpeinc.com

EASEMENT PLAT BUS SHELTER FOOTHILL MINI STORAGE

EXHIBIT "B"

DRAWN:	JRJ	JOB NO:	14-0058-02
CHECKED:	JRJ	DATE:	09/25/2015
SCALE:	$1"=100'$	SHEET:	1 OF 1

ROSEVILLE, PLACER COUNTY, CALIFORNIA



COUNCIL COMMUNICATION

CC #: 7861

File #: 1008

Title: Roseville Square Remodel - City/Developer Reimbursement Agreement for Bus Shelter #301

Contact: Anita Giordano 916-774-5385 agiordano@roseville.ca.us

Meeting Date: 7/20/2016

Item #: 6.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

- adopt a resolution approving a City/Developer Reimbursement agreement for the purchase and installation of Bus Shelter #301 between the City of Roseville and RSS Center, LLC, Incorporated, and authorizing the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

Consistent with City standards, Condition #17 on the Planning Commission approval of the Expansion and Facade Improvement for Roseville Square Remodel requires the developer to purchase and install bus shelter #301 on southbound Harding Boulevard south of Estates Drive (1159 Roseville Square). The conditions stipulate that reimbursement will be provided by the City of Roseville in an amount not to exceed \$10,000.

Bus shelter #301 will serve transit users of Roseville Transit Route L, which includes southbound travel along Harding Boulevard between Lead Hill and Douglas Boulevard. This current bus stop has strong ridership necessitating a bus shelter at this time.

The shelter is located on the property owned by RSS Center, LLC requiring a Grant of Easement to allow the City of Roseville to use and maintain the specified land for a transit bus stop.

FISCAL IMPACT

The City/Developer Reimbursement Agreement provides the reimbursement for the purchase and installation of bus shelter #301 up to a maximum of \$10,000. This project is wholly funded through construction fee agreements with developers to remit cash payments in lieu of constructing bus shelters and no general funds will be used.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this project will translate to approximately less than one tenth of one job created.

ENVIRONMENTAL REVIEW

The proposed project involves the construction of a limited number of small facilities. This activity is categorically exempt from CEQA as a Class 3 Exemption (State CEQA Guidelines Section 15303). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Anita Giordano, Administrative Technician

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-326

City Developer Reimbursement Agreement Bus Shelter #301

RESOLUTION NO. 16-326

APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT BETWEEN THE
CITY OF ROSEVILLE AND RSS CENTER, LLC, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a City/Developer Reimbursement Agreement for transit bus shelter #301 located at 1159 Roseville Square, between the City of Roseville and RSS Center, LLC, has been reviewed by the Council;

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**CITY/DEVELOPER
REIMBURSEMENT AGREEMENT**

1159 Roseville Square
Transit Bus Shelter #301

THIS AGREEMENT is made and entered into this ____ day of _____, 2015,
by and between the City of Roseville, a municipal corporation, ("CITY") RSS Center, LLC, a
Delaware limited liability company ("DEVELOPER").

W I T N E S S E T H:

A. DEVELOPER is the owner of a certain parcel of real property under
development within the City of Roseville, located at 1159 Roseville Square and described as
Assessor's Parcel Number 013-211-017 (the "Property").

B. As a condition of approval of the design review permit modification approved
on May 18, 2015, DEVELOPER has agreed to construct and install a new bus shelter as
shown within Exhibit "A" and described within Exhibit "B," attached hereto and made part
of this agreement ("Public Improvements").

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

D. DEVELOPER and CITY desire to enter into this Agreement providing for the
direct installation by DEVELOPER of the Public Improvements for subsequent reimbursement
of the total Improvement Costs by CITY directly to DEVELOPER.

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

1. Construction of the Public Improvements. DEVELOPER shall cause the Public Improvements to be constructed and installed in accordance with CITY Public Works – Alternative Transportation Bus Shelter Requirements.

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

3. Prevailing Wages. DEVELOPER shall comply with all applicable prevailing wage laws for services performed under this Agreement. Additionally, DEVELOPER 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 DEVELOPER 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 DEVELOPER or by any subcontractor under the DEVELOPER 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 DEVELOPER. Moreover, CITY shall have the right to withhold payment in such amounts as directed by the Department of Industrial Relations or Labor Commissioner.

Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the follow website address:

<http://www.dir.ca.gov/DLSR/PWD/Northern.html>.

4. Reimbursement of the Costs of the Public Improvements. In consideration of the satisfactory completion of the Public Improvements, CITY shall reimburse DEVELOPER for those portions of the improvement costs attributable to CITY (the "Reimbursable Costs"). CITY and DEVELOPER acknowledge that the actual Reimbursable Costs may vary from the estimated costs, depending upon the actual costs of constructing and installing the Public Improvements. Any variation in costs shall be agreed to by the parties, but in no event shall the Reimbursable Costs exceed ten thousand dollars (\$10,000.00).

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

5. Timing of Reimbursements. CITY shall reimburse DEVELOPER for the total Reimbursable Costs following acceptance by CITY of the Public Improvements and within thirty (30) days after submission by DEVELOPER and approval by CITY of itemized invoices evidencing the costs for which reimbursement is to be provided in accordance with this

Agreement. Such invoices shall be submitted only upon acceptance of the Public Improvements by CITY.

6. Permits. DEVELOPER shall be responsible for obtaining all necessary permits. CITY shall approve all plans prior to issuing any permit.

7. Changes in the Scope of Work. If during the course of construction field conditions require a change of scope different than contemplated in either Exhibit "A" or "B" as referenced above, and prior to making any changes that will affect the scope of this Agreement, DEVELOPER shall obtain approval from CITY for those changes.

8. Prior To Commencement of Work. Prior to commencement of Work, DEVELOPER shall comply with the following: (1) obtain pre-approval from CITY of DEVELOPER's construction documents; (2) cause its contractor to obtain an encroachment permit from City prior to commencement of construction activities in CITY's right of way (and adjacent thereto); and, (3) cause its contractor to provide insurance and related documentation to CITY in accordance with Paragraph 9 of this Agreement. In addition, as required by SB 854, DEVELOPER shall notify the Department of Industrial Relations of the project within five (5) days of the award of a contract to a contractor for the Public Improvements.

9. Indemnification. To the fullest extent allowed by law, DEVELOPER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of DEVELOPER's willful misconduct or negligent act or omission while engaged in the performance of

obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

DEVELOPER shall have no obligation to CITY for any claims arising out of the use of the Public Improvements following acceptance by the City of the same. The parties expressly acknowledge that the CITY has provided the plans for constructing the Public Improvements, and so long as DEVELOPER constructs the Public Improvements in accord with said plans, as may be amended by the agreement of the parties, DEVELOPER shall not be liable for any defects in said plans including, but not limited to, violations of the Americans with Disabilities Act, and/or claims arising out of or related to negligent design. In addition, CITY shall defend and indemnify DEVELOPER for any and all claims arising out of alleged defects in the plans including, but not limited to, violations of the Americans with Disabilities Act, and/or claims arising out of or related to negligent design.

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

POLICY

Commercial General Liability,
Including endorsements for
comprehensive form, premises
operations, products/completed
operations, broad form property
damage, independent contractors,
contractual, personal injury,
explosion/collapse and underground
hazard

Workers' Compensation

Automobile Liability

LIMITS OF LIABILITY

Bodily Injury:

\$2,000,000 each occurrence

\$4,000,000 aggregate

Property Damage:

\$2,000,000 each occurrence

Personal Injury:

\$2,000,000 each occurrence

\$4,000,000 aggregate

Statutory

\$1,000,000 combined single limit

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

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

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

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

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

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

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

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

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

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

11. Obligations Arising From Agreement. Neither the General Fund, nor any other fund or monies of CITY, except for Roseville Traffic Mitigation Fees, Roseville Local Transportation Fund or bus shelter cash-in-lieu developer fees, or similar traffic mitigation funds or accounts, shall be utilized for payment of any obligations arising from this Agreement. Neither the credit nor the taxing power of CITY is pledged for the payment of any obligations arising from this Agreement. CITY's obligations arising from this Agreement are not a debt of CITY, or a legal or equitable pledge, charge, lien or encumbrance upon any of its property, or upon any of its income, receipts or revenues.

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

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

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

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

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

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

CITY OF ROSEVILLE, a municipal
corporation

BY: _____
ROB JENSEN
Acting City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
RHON HERNDON
Public Works Director

RSS CENTER, LLC, a Delaware limited
liability company

BY: Roseville Square, LLC, a California
limited liability company, sole member

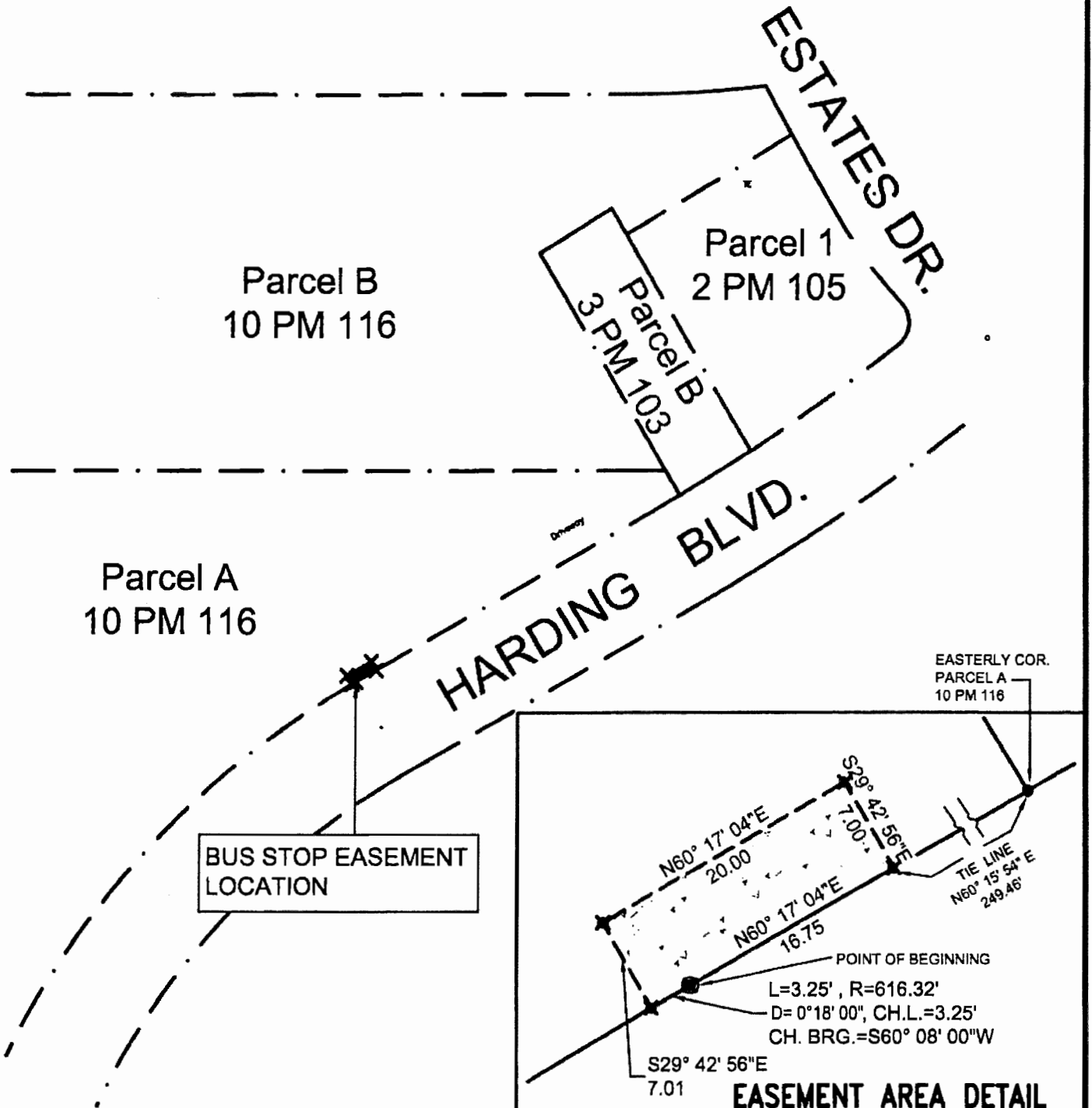
BY: _____
Jon Gianulias, Vice President



0 50 100
(IN FEET)
1 INCH = 100 FEET

EXHIBIT A

- ⊙—ROAD CENTERLINE
- DIMENSION POINT
- ⊙—POINT OF BEGINNING



EASEMENT AREA DETAIL

EASEMENT EXHIBIT

CITY OF ROSEVILLE

CALIFORNIA

DESIGN: STAFF

DRAWN: REP

CHECKED: RLM



Peabody Engineering

1700 Alhambra Blvd., Suite 102
Sacramento, CA. 95816

(916) 731-8088 office (916) 731-8089 fax
www.peabodyeng.com

JOB NO. 0703.011

SCALE: 1"=100'

DATE: 1-22-16

SHEET NO.
1 OF 1

EXHIBIT B

Easement Legal Description

ALL THAT CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, AND BOUNDED BY AND PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HARDING BOULEVARD, SAID POINT BEING THE MOST EASTERLY CORNER OF PARCEL "A" ON THE PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA ON JULY 22, 1977 IN BOOK 10 OF PARCEL MAPS AT PAGE 116, THE FOLLOWING TWO COURSES: S 60° 15' 54" W FOR A DISTANCE OF 249.46 FEET; THENCE S 60° 17' 04" W A DISTANCE OF 16.75 FEET TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** OF THE EASEMENT THE FOLLOWING COURSES: ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 616.32 FEET, AN ARC LENGTH OF 3.25 FEET, WHOSE CHORD BEARS S 60° 08' 00" W A DISTANCE OF 3.25 FEET WITH A DELTA ANGLE OF 0° 18' 00"; THENCE N 29° 42' 56" W A DISTANCE OF 7.01 FEET; THENCE N 60° 17' 04" E A DISTANCE OF 20.00 FEET; THENCE S 29° 42' 56" E A DISTANCE OF 7.00 FEET; THENCE S 60° 17' 04" W A DISTANCE OF 16.75 FEET TO THE **POINT OF BEGINNING** OF THE EASEMENT.

CONTAINING 140 S.F. MORE OR LESS.

END OF DESCRIPTION



JOHN MATTIMOE PLS 4600

1-22-2016
DATE





COUNCIL COMMUNICATION

CC #: 7840
File #: 0317-07

Title: On-Call Traffic Impact Studies - Professional Services Agreements and Budget Adjustment
Contact: Scott Gandler 916-774-5439 sgandler@roseville.ca.us

Meeting Date: 7/20/2016
Item #: 6.16.

RECOMMENDATION TO COUNCIL

Recommend Council adopt the attached resolutions to authorize the City Manager to execute On-Call Professional Service Agreements with DKS Associates, Fehr & Peers and Kimley-Horn and Associates for preparation of Traffic Impact Studies and approve the attached ordinance for a budget adjustment for \$1,000,000.

BACKGROUND

New development projects in Roseville are often required to prepare traffic impact studies as part of the application process. When it is time to prepare those studies, staff solicits a scope of work and not-to-exceed cost from the consulting firms, which are reviewed and approved by staff, then forwarded to the project applicant for review and approval. Once they are approved by the applicant, a check for the entire not-to-exceed amount is deposited into an individual account and the study is authorized to begin. The city's current On-Call Professional Service Agreements will expire in August 2016 and need to be renewed.

City staff solicited proposals from qualified engineering firms for preparation of traffic impact studies for development projects. Staff reviewed and ranked the qualifying proposals and selected the top three, DKS Associates, Fehr & Peers and Kimley-Horn, to prepare those studies. Staff will continue to use the process described above and will use the three selected firms to encourage the most cost-effective service to development. Each of the agreements has a not-to-exceed amount of \$500,000 and a term of three years with an option to extend for two additional years. Entering into these agreements will preclude these firms from contracting directly with private developers for traffic studies in Roseville. Several other local agencies including Rocklin, Folsom and Sacramento use on-call consulting services for project analysis. \$500,000 has been budgeted for one of the contracts, a budget adjustment for an additional \$1,000,000 is required to cover all three contracts.

FISCAL IMPACT

The actions requested as part of this item have no impact to the City's General Fund. All Development projects are required to pay 100 percent of the cost of all Traffic Impact studies prior to the city authorizing work to begin.

ECONOMIC DEVELOPMENT / JOBS CREATED

No jobs will be directly provided by this action; however, a national economic development study has shown that for every \$92,000 invested in public projects 1 job is created.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Scott Gandler, Senior Engineer

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-311

On-Call Kimley-Horn

Resolution No. 16-312

On-Call DKS

Resolution No. 16-313

On-Call Fehr & Peers

Ordinance No. 5714

Budget Adjustment

RESOLUTION NO. 16-311

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE
CITY OF ROSEVILLE AND KIMLEY-HORN AND ASSOCIATES, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a professional services agreement regarding On-Call Services – Traffic Impact Studies, by and between the City of Roseville and Kimley-Horn and Associates, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: On-Call Services – Traffic Impact Studies

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and Kimley-Horn and
Associates, Inc., a North Carolina corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of preparation of traffic
impact studies; and

WHEREAS, CONSULTANT has prepared a proposal dated May 17, 2016, 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 professional
services related to traffic impact studies for land development projects.

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 "A." Total compensation shall not exceed five hundred thousand dollars (\$500,000).

CONSULTANT shall submit monthly invoices 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. Term. This agreement expires by its own terms on August 7, 2019. CITY reserves the right and option, at its sole discretion, for an extension of the term of this Agreement for two (2) additional years.

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. Access to Records. Duly authorized representatives of CITY shall have right of access during normal business hours to CONSULTANT's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

7. Time is of the Essence. Time is of the essence of this Agreement. Notwithstanding any other provisions of this Agreement, the CONSULTANT shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Client, third parties, or governmental agencies.

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. 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.

17. 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.

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

19. 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.

20. 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

Kevin Payne,
Development Services Director
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Kimley-Horn and Associates, Inc.
555 Capitol Mall, Suite 300
Sacramento, CA 95814

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

21. 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

KIMLEY-HORN AND ASSOCIATES,
INC., a North Carolina corporation

BY: _____
ROB JENSEN
City Manager

BY: Thomas G. Coppi
its: VICE PRESIDENT

and

ATTEST:

BY: Marijuli
its: Assistant Secretary

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Kevin Payne
KEVIN PAYNE
Development Services Director

EXHIBIT “A”

On-Call Transportation Impact Studies

May 17, 2016

City of Roseville
Development Services Department
Attn: Scott Gandler
311 Vernon Street
Roseville, California 95678

555 Capitol Mall
Suite 300
Sacramento, California
95814
TEL 916 858 5800

Re: Statement of Qualifications On-Call Transportation Impact Studies

Dear Scott and Members of the Selection Committee:

The City of Roseville is seeking a small pool of well-rounded and experienced consultants to complete a variety of traffic impact studies for development related projects that can expertly manage assigned task orders, bring a demonstrated understanding of City and other local agency processes and procedures, and requires no hand-holding. Providing traffic impact analyses for development projects continues to be one of the principle components of the Kimley-Horn, local experience and technical expertise. As evident by his involvement with the most recent iteration of this on-call consultant roster, Matt Weir, P.E., T.E., PTOE, our proposed Project Director, has recent relevant experience with the City's traffic study procedures and has personally overseen and successfully completed hundreds of traffic analyses for development projects throughout the Sacramento region. Matt continues to live in Roseville with his family and is both personally and professionally excited to have the opportunity to continue to work with the City's talented staff to cooperatively find solutions that both meet the needs of new development and maintain the quality of life for Roseville's existing community.

Consistent, Local Leadership. Our program manager, Matt Weir, P.E., T.E., PTOE, has over 17 years of focused experience in traffic operations and safety analyses, transportation impact studies, traffic design, and has served as the project manager for numerous projects for local agencies. Matt is located in our Sacramento office and resides in Roseville, allowing him to be available to meet with you when the need arises.

Technical Considerations

Travel Demand Modeling and VMT

We have in-house land use and multinodal transportation modeling capabilities utilizing software packages including Cube and TransCAD, and have applied this expertise to regional transportation system plans as well as corridor and site studies. We have a solid understanding of SACOG's SACMET (basis of the City of Roseville's travel demand model) and SACSIM (latest, state of the art activity based model). We are also well versed in the determination of the internalization of site trips through our involvement with NCHRP Report 758.

Senate Bill 743 is an update to CEQA Guidelines on evaluating transportation impacts in CEQA. It is intended to promote active transportation and transit, as well as reduce Vehicle Miles Traveled (VMT) to comply with other regulations (such as reductions in greenhouse gas emissions). SB 743 eliminates Level of Services (LOS)/Delay as a CEQA impact and currently proposes the use of the VMT metric for CEQA transportation analyses. The Kimley-Horn team is well versed with SB 743 and the determination and application of VMT. We look forward to working with the City to phase-in SB 743 requirements as they are required over the coming years.

Traffic Analysis Methodologies and Tools

The City currently (per the January 2016 Design Standards) requires the use of either Transportation Research Circular 212, Interim Materials on Highway Capacity (Transportation Research Board, 1980) planning methodology or Highway Capacity Manual (Transportation Research Board, 1980) methodology at signalized intersections. We understand that the City is in the process of eliminating the use of Circular 212 methodology in favor of consistent Highway Capacity Manual use. Nevertheless, our project team is familiar with the capacity analysis techniques included in both methodologies. Our team has extensive experience using Synchro, SimTraffic, TRAFFIX, and Sidra software. The professionals at Kimley-Horn have experience approaching a comprehensive analysis from both macroscopic and microscopic perspectives.

Rate Schedule

Effective July 1, 2016 to June 30, 2017

CLASSIFICATION	LABOR RATE*(PER HOUR)
Clerical.....	\$90-\$118
Accounting/Professional	\$118
Senior Accounting/Professional	\$148
Technician	\$118-\$123
CADD Operator	\$131
Designer.....	\$154
Analyst.....	\$123
Analyst I	\$137
Analyst II	\$150
Engineer/Planner I.....	\$167
Engineer/Planner II.....	\$203
Senior Engineer/Planner I	\$230
Senior Engineer/Planner II	\$251
Principal.....	\$284

**Billing Rates are reviewed yearly and are adjusted as necessary on July 1st.*

Other Direct Costs: Outside Printing/Reproduction, Delivery Services/USPS, Misc. Field Equipment/Supplies, and Travel Expenses will be billed at cost plus 10 percent. Mileage will be billed at the Federal Rate.

Subconsultants: Billed at cost plus 10 percent.

Office Expenses: 5 percent will be applied to labor fees to cover direct expenses, such as in-house duplicating and blueprinting, local mileage, telephone/mobile calls, electronic messaging, postage, and word processing.

RESOLUTION NO. 16-312

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

WHEREAS, a professional services agreement regarding On-Call Services – Traffic Impact Studies, by and between the City of Roseville and DKS Associates, 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

PROFESSIONAL SERVICES AGREEMENT

Project: On-Call Services – Traffic Impact Studies

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

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of preparation of traffic
impact studies; and

WHEREAS, CONSULTANT has prepared a proposal dated May 17, 2016, 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 professional
services related to traffic impact studies for land development projects.

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 "A." Total compensation shall not exceed five hundred thousand dollars (\$500,000).

CONSULTANT shall submit monthly invoiced 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. Term. This agreement expires by its own terms on August 7, 2019. CITY reserves the right and option, at its sole discretion, for an extension of the term of this Agreement for two (2) additional years.

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. Access to Records. Duly authorized representatives of CITY shall have right of access during normal business hours to CONSULTANT's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

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.

Any use of documents, materials, etc. without specific written authorization from CONSULTANT shall be at CITY'S (or whomever) sole risk and without liability or legal expense to CONSULTANT.

16. 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.

17. 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.

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

19. 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.

20. 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

Kevin Payne,
Development Services Director
311 Vernon Street
Roseville, CA 95678

CONSULTANT

DKS Associates
8950 Cal Center Drive, Suite 340
Sacramento, California 95826

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

21. 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

DKS ASSOCIATES, a
California corporation

BY: _____
ROB JENSEN
City Manager


BY: TERRY KLIM
its: Secretary

and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
KEVIN PAYNE
Development Services Director

EXHIBIT “A”

Cost Proposal

**ON-CALL
TRANSPORTATION IMPACT STUDIES**

Prepared For
City of Roseville

May 17, 2016

DKS

DKS Associates

8950 Cal Center Drive, Suite 340
Sacramento, California 95826

Tel. (916) 368-2000

WWW.DKSASSOCIATES.COM

May 17, 2016

City of Roseville
Development Services Department/Engineering Division
311 Vernon Street
Roseville, CA 95678

Attn: Scott Gandler, Senior Civil Engineer

Subject: Statement of Qualifications for On-Call Transportation Impact Studies

Dear Scott,

DKS Associates is pleased to submit our Statement of Qualifications for Transportation Impact Studies for the City of Roseville. We feel that DKS is uniquely qualified to continue providing the City with transportation impact analysis services. We have been working closely with City staff for over twenty years on development related projects, as well as travel demand model updates, General Plan analysis, CIP analysis, and other transportation engineering and planning services.

All of our work will be conducted by members of DKS' Sacramento office, many of whom have had long standing working relationships with City of Roseville staff.

David Tokarski, who has been a member of our Sacramento office staff since 1996, will be the project manager for our team. Over the last 19 years, David has conducted many traffic impact studies for the City of Roseville, as well as for Placer County and the other incorporated cities within Placer County. David is available to quickly respond to City of Roseville requests for development related transportation impact analysis.

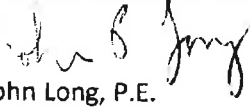
The following Statement of Qualifications covers all of the elements in the Request for Qualifications. As requested, we have submitted our cost proposal in a separate sealed envelope. I, John Long, am authorized to negotiate on behalf of DKS and can be reached by telephone at **(916) 368-2000**, by email at jpl@dksassociates.com, by fax at **(916) 368-1020**, or by mail at **DKS Associates, 8950 Cal Center Drive, Suite 340, Sacramento, CA 95826**.

DKS Associates can and will perform the services and adhere to the requirements described in the City's RFQ. No addenda have been identified for this RFQ. We are excited to continue working with you and we look forward to your response.

Sincerely,

DKS Associates

A California Corporation



John Long, P.E.

Principal

May 17, 2016

City of Roseville
Development Services Department/Engineering Division
311 Vernon Street
Roseville, CA 95678

Attn: Scott Gandler, Senior Civil Engineer

Subject: Cost Proposal for On-Call Transportation Impact Studies

Dear Scott:

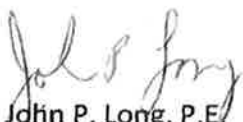
DKS Associates is pleased to submit this cost proposal to provide on-call services to the City of Roseville. This proposal includes DKS Associates' most current rate schedule, as well as the current billing rates (including direct salary, salary additives, indirect costs, and reimbursable costs) for the DKS staff members included in the proposal. These rates do not include additional costs such as travel reimbursement or vendor costs.

The billing rates for DKS staff members included in the Statement of Qualifications are as follows, from lowest to highest:

Sean Carney:	\$105 (Grade 11)
Cameron Shew:	\$115 (Grade 13)
David Tokarski:	\$155 (Grade 21)
Vic Maslanka :	\$195 (Grade 29)
Jim Daisa:	\$215 (Grade 33)
John Long:	\$245 (Grade 39)

Sincerely,

DKS Associates
A California Corporation


John P. Long, P.E.
Principal



Fee Schedule

Effective January 1, 2016 through December 31, 2016

ENGINEERS and PLANNERS				TECHNICIANS and SUPPORT STAFF	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 1	\$ 55.00	Grade 26	\$ 180.00	Tech Level A	\$ 35.00
Grade 2	60.00	Grade 27	185.00	Tech Level B	40.00
Grade 3	65.00	Grade 28	190.00	Tech Level C	45.00
Grade 4	70.00	Grade 29	195.00	Tech Level D	50.00
Grade 5	75.00	Grade 30	200.00	Tech Level E	55.00
Grade 6	80.00	Grade 31	205.00	Tech Level F	60.00
Grade 7	85.00	Grade 32	210.00	Tech Level G	65.00
Grade 8	90.00	Grade 33	215.00	Tech Level H	70.00
Grade 9	95.00	Grade 34	220.00	Tech Level I	75.00
Grade 10	100.00	Grade 35	225.00	Tech Level J	80.00
Grade 11	105.00	Grade 36	230.00	Tech Level K	85.00
Grade 12	110.00	Grade 37	235.00	Tech Level L	90.00
Grade 13	115.00	Grade 38	240.00	Tech Level M	95.00
Grade 14	120.00	Grade 39	245.00	Tech Level N	100.00
Grade 15	125.00	Grade 40	250.00	Tech Level O	105.00
Grade 16	130.00	Grade 41	255.00	Tech Level P	110.00
Grade 17	135.00	Grade 42	260.00	Tech Level Q	115.00
Grade 18	140.00	Grade 43	265.00	Tech Level R	120.00
Grade 19	145.00	Grade 44	270.00	Tech Level S	125.00
Grade 20	150.00	Grade 45	275.00	Tech Level T	130.00
Grade 21	155.00	Grade 46	280.00	Tech Level U	135.00
Grade 22	160.00	Grade 47	285.00	Tech Level V	140.00
Grade 23	165.00	Grade 48	290.00		
Grade 24	170.00	Grade 49	295.00		
Grade 25	175.00	Grade 50	300.00		

- Project expenses will be billed at *cost plus ten percent* for service and handling. Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage, and vendor and subcontractor services.
- All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.
- Expert witness charges are available on request.



Expert Witness and Deposition Fee Schedule

Effective January 1, 2016 through December 31, 2016

<i>ENGINEERS and PLANNERS</i>				<i>TECHNICIANS and SUPPORT STAFF</i>	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 1	\$ 60.00	Grade 24	\$ 235.00	Tech Level A	\$ 40.00
Grade 2	65.00	Grade 25	240.00	Tech Level B	45.00
Grade 3	70.00	Grade 26	245.00	Tech Level C	50.00
Grade 4	75.00	Grade 27	250.00	Tech Level D	55.00
Grade 5	80.00	Grade 28	255.00	Tech Level E	60.00
Grade 6	85.00	Grade 29	260.00	Tech Level F	65.00
Grade 7	115.00	Grade 30	265.00	Tech Level G	70.00
Grade 8	125.00	Grade 31	270.00	Tech Level H	75.00
Grade 9	130.00	Grade 32	280.00	Tech Level I	80.00
Grade 10	135.00	Grade 33	290.00	Tech Level J	85.00
Grade 11	140.00	Grade 34	300.00	Tech Level K	90.00
Grade 12	145.00	Grade 35	310.00	Tech Level L	95.00
Grade 13	150.00	Grade 36	320.00	Tech Level M	100.00
Grade 14	155.00	Grade 37	330.00	Tech Level N	105.00
Grade 15	160.00	Grade 38	340.00	Tech Level O	110.00
Grade 16	165.00	Grade 39	350.00	Tech Level P	115.00
Grade 17	175.00	Grade 40	360.00	Tech Level Q	120.00
Grade 18	185.00	Grade 41	370.00	Tech Level R	125.00
Grade 19	195.00	Grade 42	380.00	Tech Level S	130.00
Grade 20	215.00	Grade 43	390.00	Tech Level T	135.00
Grade 21	220.00	Grade 44	400.00	Tech Level U	140.00
Grade 22	225.00	Grade 45	410.00	Tech Level V	145.00
Grade 23	230.00				

- Project expenses will be billed at *cost plus 15 percent* for service and handling. Project expenses include project-related costs such as transportation, subsistence, reproduction, postage, telephone, computer charges, and subcontractor services.
- All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.
- Rate schedule includes billing rates for personnel who might support investigation and preparation.

RESOLUTION NO. 16-313

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

WHEREAS, a professional services agreement regarding On-Call Services – Traffic Impact Studies, by and between the City of Roseville and Fehr & Peers, 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

PROFESSIONAL SERVICES AGREEMENT

Project: On-Call Services – Traffic Impact Studies

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

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of preparation of traffic
impact studies; and

WHEREAS, CONSULTANT has prepared a proposal dated May 17, 2016, 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 professional
services related to traffic impact studies for land development projects.

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 "A." Total compensation shall not exceed five hundred thousand dollars (\$500,000).

CONSULTANT shall submit monthly invoices 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. Term. This agreement expires by its own terms on August 7, 2019. CITY reserves the right and option, at its sole discretion, for an extension of the term of this Agreement for two (2) additional years.

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, active 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. Access to Records. Duly authorized representatives of CITY shall have right of access during normal business hours to CONSULTANT's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

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. 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.

17. 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.

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

19. 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.

20. 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

Kevin Payne,
Development Services Director
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Fehr & Peers
1013 Galleria Boulevard, Suite 255
Roseville, CA 95678

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

21. 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

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

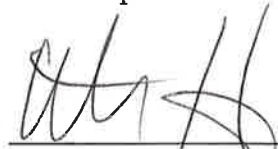
APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
KEVIN PAYNE
Development Services Director

FEHR & PEERS, a
California corporation

BY: 
its: Mathew Henry, President

and
BY: 
its: Marion Donnelly, CFO

EXHIBIT “A”

FEHR & PEERS

May 17, 2016

City of Roseville
Development Services Department
Attn: Mr. Scott Gandler
311 Vernon Street
Roseville, CA 95678

Subject: Proposal for On-Call Transportation Impact Studies

Dear Mr. Gandler:

We are pleased to submit our proposal to provide On-Call Transportation Impact Studies for the City. Our understanding of Roseville's needs comes from over 25 years of continuous service to the City. We appreciate the opportunity to continue to provide you with high quality on-call transportation consulting services. We are proud to be the City's only on-call transportation planning and traffic engineering firm with an office located in Roseville.

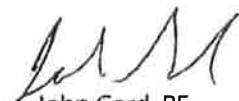
We have delivered many successful projects for the City of Roseville including numerous project-level transportation studies (e.g., Life Time Fitness), long-range planning (e.g., Amoroso Specific Plan EIR), infrastructure studies (e.g., Eureka Road Widening), and operations studies (e.g., roundabout at Washington/Oak).

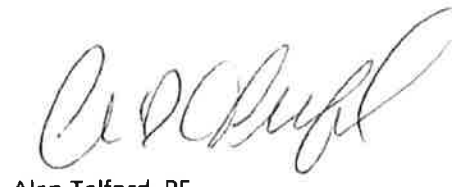
Fehr & Peers is unique in that we focus exclusively on transportation planning and traffic engineering, so our expertise directly aligns with the services requested in your RFP. We offer several additional advantages to meet your needs:

- **We know Roseville and are local** – *your time is valuable, so you would benefit by working with a firm that already knows Roseville's transportation system and can meet with you in an instant.*
- **You will be served by the region's most reputable transportation experts** – *our team members are solutions-oriented, responsive, and friendly.* With over 35 employees in our Sierra Region, we have a significant pool of resources to serve the City of Roseville.
- **We have a long and proven record of service** as the on-call transportation consultant with many other agencies in the region. We encourage you to call them.

Thank you for this opportunity. We have reviewed the RFP and will perform the services and adhere to the requirements described therein. We greatly enjoy working for the City and would like to continue our successful relationship. John Gard will be the initial contact for all services and ultimately responsible for quality control of all projects for the City of Roseville. If you have questions about the attached statement of qualifications, please contact John at (916) 773-1900 or j.gard@fehrandpeers.com.

Sincerely,
FEHR & PEERS


John Gard, PE
Principal


Alan Telford, PE
Executive Vice President

FEHR & PEERS

2016-2017

(July 2016 through June 2017)

Hourly Billing Rates

Classification Hourly Rate

Principal	\$205.00	-	\$325.00
Senior Associate	\$160.00	-	\$320.00
Associate	\$140.00	-	\$220.00
Senior Engineer/Planner	\$130.00	-	\$180.00
Engineer/Planner	\$105.00	-	\$145.00
Senior Technical Support	\$130.00	-	\$180.00
Senior Administrative Support	\$105.00	-	\$145.00
Administrative Support	\$75.00	-	\$125.00
Technician	\$105.00	-	\$145.00
Intern	\$90.00	-	\$100.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (54 cents per mile as of Jan 2016).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*

Fehr & Peers reserves the right to change these rates at any time with or without advance notice.

ORDINANCE NO. 5714

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

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for On-Call Traffic Impact Studies per request of the Development Services Department, as listed on the attached Request for Budget Adjustment in the amount of \$1,000,000.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

FINANCE DEPARTMENT

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

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

REQUESTER*: Scott Gandler

DEPARTMENT/DIVISION*: Development Services/Engineering

FISCAL YEAR/EFFECTIVE DATE*: 2016/2017 Eff:7/21/2016

PROPOSED COUNCIL DATE (if applicable): 07/20/2016

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
1,000,000	90125	5101	100			Traffic Study Dep/Consultant
\$ 1,000,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
1,000,000	90125	3840	100			Traffic Study Dep/Consultant
\$ 1,000,000	TOTAL					

FINANCE USE	Approved:		6/23/16	Marty Haul	
	BUDGET MANAGER/DESIGNEE		DATE	Finance Director	Date

Justification for Budget Adjustment*:

Renewing three On-Call Services Contracts with DKS Associates, Fehr & Peers and Kimley-Horn, each with a not-to-exceed amount of \$500,000 for a total of \$1,500,000. FY 2016/2017 budget inadvertently only included \$500,000 so adding the additional \$1,000,000 to match approved contracts.

Note: This is a 100% developer paid pass-thru account that does not impact the City's General Fund.

Approved:		Approved:	
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 7854

File #: 0704

Title: Child Development Services Agreement

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

Meeting Date: 7/20/2016

Item #: 6.17.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the City Manager to sign the agreement for child development services between the City of Roseville and the California Department of Education. Under this agreement, the City can receive a maximum reimbursable amount of \$477,112.00 in FY2016/17 to cover direct program expenses.

BACKGROUND

Beginning in 1996 the City of Roseville's Adventure Club program began offering subsidized childcare for qualifying families through a California Department of Education grant. This grant currently provides childcare services for over 80 children at Cirby, Kaseberg, Sargeant and Woodbridge Adventure Clubs. The California Department of Education has requested a resolution to authorize the City Manager to sign the contract documents for FY2016/17.

FISCAL IMPACT

Under this agreement, the City can receive a maximum reimbursable amount of \$477,112.00 in FY2016/17 to cover direct program expense. Reimbursement revenues offset program expense budgeted within the School-Age Child Care Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Funding allows for benefiting families to receive child care services based on their qualifying needs including employment, looking for employment, and/or education.

ENVIRONMENTAL REVIEW

The Child Development Contract is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently no CEQA action is

required.

Respectfully Submitted,

Rob Nakamura, Recreation Superintendent

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-321

2016-17 Child Development Agreement.pdf

RESOLUTION NO. 16-321

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

WHEREAS, since 1996 the City of Roseville's Adventure Club program began offering subsidized childcare for qualifying families through a California Department of Education grant; and

WHEREAS, the California Department of Education has requested a resolution to authorize the current City Manager to sign the contract documents for Fiscal Year 2016-17; and

WHEREAS, an Agreement to cover direct childcare expense by and between the City of Roseville and the California Department of Education, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville authorizes entering into local agreement number CCTR-6166 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

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 16 - 17

DATE: July 01, 2016

CONTRACT NUMBER: CCTR-6166

PROGRAM TYPE: GENERAL CHILD CARE &
DEV PROGRAMS

PROJECT NUMBER: 31-2191-00-6

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** CITY OF ROSEVILLE

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC-610)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)* and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement. Where the GTC-610 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2016 through June 30, 2017. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$38.29 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$477,112.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	12,460.0
Minimum Days of Operation (MDO) Requirement	249

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2016.asp>

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Rob Jensen, City Manager	
TITLE Contracts, Purchasing and Conference Services		ADDRESS 311 Vernon St, Roseville, CA 95678	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 477,112	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 477,112	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

Department of General Services
use only

CONTRACTOR'S NAME: CITY OF ROSEVILLE

CONTRACT NUMBER: CCTR-6166

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 142,615	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.596 13609-2191	PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 142,615	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2016	FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 65,507	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.575 15136-2191	PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 65,507	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2016	FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 268,990	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-2191			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 268,990	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2016	FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> City of Roseville		<i>Federal ID Number</i> 94-6000409
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Rob Jensen, City Manager		
<i>Date Executed</i> 	<i>Executed in the County of</i> Placer	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments

under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov,

and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for

preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CO.8 (REV. 8/07)

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

See Attached

Check ☐ if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571.
Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)

City of Roseville

CONTRACT # CCTR-6166

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Rob Jensen, City Manager

SIGNATURE

DATE

CO.8 Continued

Place of Performance

All Sites are located in the City of Roseville, Placer County

Cirby Adventure Club	814 Darling Way	Roseville, CA 95678
Kaseberg Adventure Club	1040 Main St.	Roseville, CA 95678
Sargeant Adventure Club	1200 Ridgecrest Way	Roseville, CA 95661
Woodbridge Adventure Club	515 Niles Ave.	Roseville, CA 95678
Administrative Office	311 Vernon St.	Roseville, CA 95678

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction and subsequent amendments with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2016-17.

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

authorizes entering into local agreement number _____ and
that the person/s who is/are listed below, is/are authorized to sign the transaction for the
Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____ 2016, by the

Governing Board of _____

of _____ County, in the State of California.

I, _____, Clerk of the Governing Board of

_____, of _____ County, in the
State of California, certify that the foregoing is a full, true and correct copy of a resolution
adopted by the said Board at a _____ meeting thereof held at a
regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)



COUNCIL COMMUNICATION

CC #: 7811

File #: 0704

Title: Placer Valley Sports Complex - Professional Services Agreements Amendments

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

Meeting Date: 7/20/2016

Item #: 6.18.

RECOMMENDATION TO COUNCIL

Recommend approval of the contract amendment between the City and ICF Consulting in the amount of \$105,685.00; recommend approval of the contract amendment between the City and Salix Consulting in the amount of \$26,000.00 and adopt resolutions authorizing the City Manager to execute said amendments on behalf of the City of Roseville.

BACKGROUND

In April 2015, the City of Roseville, in partnership with the Placer Valley Sports Complex (PVSC) group, entered into a Funding Agreement to finance, design, construct and operate a long-field sports complex on city property in West Roseville. ICF Consulting was contracted to prepare the project's California Environmental Quality Act (CEQA) document (assumed to be an Initial Study/Mitigated Negative Declaration) and Salix Consulting was contracted to obtain necessary state and federal permits for the proposed 55 acre, 10 field Sports Complex in West Roseville. As this project is still in the negotiations process it is important to note that this work is critical to site developing and needs to be completed now or in the future as a City project.

ICF Amendment for CEQA Environmental Services

An administrative draft of the Initial Study was completed and identified several key areas that require further analysis. This includes the need to address noise, flood plain, air quality and aesthetics (light/glare). The CEQA document is proposed to be a focused Supplemental Environmental Impact Report (SEIR) and is intended to specifically address the concerns related to noise and floodplain development. Additionally, State law requires projects be consistent with a City's General Plan. To accommodate 10 fields for regional, state and national use and remain consistent with the Noise and Safety Element, General Plan Amendments (GPAs) are required and should be included in the project's CEQA document. Based on the aforementioned details staff recommends including Noise and Safety Element General Plan Amendments as part of the project, and that these amendments be addressed in the project's CEQA document. The SEIR and GPAs were not a part of the original scope of work for ICF. The contract amendment with ICF will finalize the Initial Study based on concept plan revisions to mitigate identified project aspects from the Initial Study and develop a SEIR that includes analysis to support general plan

amendments.

The current ICF contract fee is \$70,415.00. The proposed amendment is for \$105,685.00 bringing the amended total contract value to \$176,100.00.

Salix Amendment for Environmental Permitting Services

Salix Consulting was originally contracted to obtain state and federal permits for impacts to approximately 0.15 acres of wetlands contained on city-owned parcels located outside the WRSP but included in the project. The original permit approach for this area assumed a Nationwide Permit could be issued for these impacts. However, based on permit history research, "independent utility issues," and direction received from the U.S. Army Corps of Engineers, the project's Section 404 permit application is required to be an amendment to the previously issued WRSP Section 404 permit. Therefore, the Salix contract amendment includes out of scope tasks to research, understand and document the site's permit history, and modifies the permitting approach from the originally assumed Section 404 Nationwide Permit to an Individual Permit. These changes introduce additional complexities, require added interaction with Army Corps Staff, coordination between the City and the current 404 permit holder/developer and additional analysis and documentation be included with the permit application.

The current Salix contract fee is \$24,300.00. The proposed amendment is for \$26,000.00 bringing the amended total contract value to \$50,300.00.

FISCAL IMPACT

Funding for professional consultation on this project has been allocated from the West Roseville city-wide park fund to the Placer Valley Sports Complex project, approved in FY2014/15. No General Funds are used for this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

This project provides an opportunity to add additional staff to both firms to perform work related to this contract.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 1506(b)(3)). The budget adjustment for this project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Tara Gee, Park Planning & Development Superintendent

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-322

ICF Amendment

Resolution No. 323

Salix Amendment

RESOLUTION NO. 16-322

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND ICF JONES & STOKES, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a first amendment to professional services agreement for the Initial Study/Mitigated Negative Declaration for Placer Valley Sports Complex project, by and between the City of Roseville and ICF Jones & Stokes, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: Initial Study\Mitigated Negative Declaration for Placer Valley Sports Complex

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and ICF Jones & Stokes, Inc. a Delaware corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated November 18, 2015 ("Agreement") regarding preparation of the Initial Study/Mitigated Negative Declaration for the proposed Placer Valley Sports Complex ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated June 8, 2016, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit "A" of this First Amendment to Agreement.
2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay one hundred five thousand, six hundred eighty-five dollars (\$105,685.00), in consideration of the additional services as set forth in Exhibit "A" to the First Amendment to Agreement. This brings the total not to exceed contract amount to one hundred seventy-six thousand, one hundred dollars (\$176,100.00)."

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 First Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONSULTANT has caused this First Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

ICF JONES & STOKES, INC., a
Delaware corporation

BY: _____
its: Jim Daniel, SVP and General Counsel

and

BY: _____
its: Robert F. Toth, SVP of Contracts & Admin.

APPROVED AS TO SUBSTANCE:

BY: 

DION LOUTHAN
Parks, Recreation and Libraries Director

EXHIBIT “A”



June 8, 2016

Mr. Mark Morse
City of Roseville
311 Vernon Street
Roseville, CA 95678

Subject: Request for an Augmentation to Provide Additional Environmental Services for the Proposed Placer Valley Sports Complex Project

Dear Mark:

As you requested, ICF Jones & Stokes, Inc. (an ICF International company, hereafter referred to as ICF) is providing a scope of work and cost estimate to support an augmentation to our existing Professional Services Agreement (dated November 19, 2016) to provide additional California Environmental Quality Act (CEQA) related services for the proposed Placer Valley Sports Complex Project. These additional services are needed to address two primary issues. First, the project description will be refined to include minor site plan adjustments and newly proposed General Plan Amendments (GPAs). Second, the CEQA approach is being modified to include a Focused Environmental Impact Report (EIR) to address significant unavoidable impacts due to a proposed Noise Element GPA and sports complex operational greenhouse gas emissions. These changes require revisions to the existing Initial Study project description and analysis. The revised Initial Study analysis will also include an assessment of the potential for offsite health risks associated with sports complex construction, an issue not previously analyzed in the WRSP EIR. Rather than preparing an Initial Study leading to a Mitigated Negative Declaration, based on the modified CEQA approach, the Initial Study will tier from the City of Roseville's 2004 *West Roseville Specific Plan Sphere of Influence Amendment Area Environmental Impact Report* (WRSP SOI Amendment EIR) and rely on this EIR's significant and unavoidable impact findings where appropriate (air quality, light, and glare). Under this approach, the revised Initial Study will serve as a scoping tool for the Focused EIR and will address all less than significant impacts and impacts that can be mitigated to less than significant. If the revised Initial Study finds the offsite health risks to be significant, the Focused EIR will also consider that issue.

The revised Initial Study will also address the following GPAs: 1) the Noise Element performance standards for non-transportation noise sources (Table IX-3) will be amended to include the Office of Planning and Research state recommended land use/noise compatibility standards; 2) the Safety Element, Flood Protection Section will be amended to include an exception for floodplain fills related to compatible recreational development; and 3) the Parks and Recreation Element will be amended to

clarify how park credits are applied and negotiated to ensure adequate long-term funding for park development. ICF understands the City will provide the Parks Element GPA language and related Initial Study analysis. The Safety and Parks and Recreation GPAs are anticipated to result in less than significant impacts and therefore the related analysis will occur primarily in the Initial Study Hydrology/Water Quality and Recreation sections. A Focused EIR will then be prepared to address the following remaining significant unavoidable impacts: 1) noise increases allowed by the Noise Element GPA; and 2) sports complex operational greenhouse gas impacts.

As shown below, no changes are requested to the existing Task 1 budget as this work was completed at the outset of the project. The existing remaining budgets for Tasks 2 and 3 were reviewed and determined to be sufficient to cover the Initial Study project description and analysis revisions described above. Therefore, no further budget augmentation is required to revise the Initial Study consistent with above described approach. However to advance and process the project as requested, ICF does request budget augmentation for the existing Task 4.0 (Manage Project and Attend Meetings) and for new Task 5.0 (Conduct Arborist Survey and Prepare Report) and new Task 6.0 (Prepare Supplemental Environmental Impact Report). The work involved in supplementing and adding these new tasks is described in this letter scope.

The following table provides a summary of the existing tasks and new proposed tasks along with the original approved budget, remaining budget, and augmentation budget request. As shown below and in Attachment A, we are requesting an augmentation of \$105,685. The total contract budget for the original tasks and augmentation would be \$176,100.

Task	Original Budget (a)	Remaining Budget (b)	Augmentation Budget Request (c)	Total Budget (Columns a + c)
Task 1. Review Existing Information and Attend Start-Up Meeting	\$3,760	\$0	\$0	\$3,760
Task 2. Prepare Draft IS/MND and Technical Analyses	\$53,850	\$12,531	\$0	\$53,850
Task 3. Finalize MND and MMRP	\$5,490	\$5,490	\$0	\$5,490
Task 4. Manage Project and Attend Meetings	\$6,600	\$5,101	\$13,040	\$19,640
Task 5 (New). Conduct Arborist Survey and Prepare Report	\$0	\$0	\$11,805	\$11,805
Task 6 (New). Prepare Supplemental EIR	\$0	\$0	\$78,640	\$78,640
Direct Costs	\$715	\$608	\$2,200	\$2,915
TOTAL	\$70,415	\$23,730	\$105,685	\$176,100

Scope of Work

Task 4.0 Manage Project and Attend Meetings

The original scope of work included a task for managing technical studies, preparation of the Initial Study/Mitigated Negative Declaration, attending meetings, and general project management. To support preparation of the SEIR, we are requesting an augmentation of \$13,040 to this task to cover additional project management and meeting attendance.

Task 5.0 Conduct Arborist Survey and Prepare Report

Subtask 5.1. Conduct Arborist Field Survey

An ICF International Society of Arboriculture (ISA) certified arborist will perform the Placer Valley Sports Complex arborist survey. The survey will be performed in conformance with the City of Roseville Tree Ordinance and California Department of Fish and Wildlife (CDFW) guidelines. ICF will survey trees protected by these jurisdictions. Trees four inches or larger diameter in riparian areas and six inches or larger outside riparian areas at 4.5 feet above natural grade (DBH) will be surveyed with a GPS unit to record location. Trees surveyed will be tagged with aluminum tree tags inscribed with a unique number. Aerial photographs indicate approximately 90 trees will be directly affected by the project, and this scope assumes 100 trees or less will be included in the survey and report. Tree information to be gathered in the field will include:

- Tree Tag Number,
- Botanical and common names of trees,
- Native, ornamental, or invasive species status,
- Number of trunks,
- Diameter Breast Height (DBH [4.5 feet above natural grade]),
- Dripline radius of longest branch,
- General tree health, vigor, and structure rating for each tree based on tree conditions matrix, and
- Remarks for each tree including observations related to health, vigor, structure, and aesthetics; and recommendations to improve health, vigor, and structure.

The arborist survey does not include a tree risk assessment of trees surveyed. Representative photos will be taken of the trees in the project area.

Subtask 5.2. Prepare Arborist Report (Draft and Final)

An arborist report with tree inventory will be prepared documenting and summarizing data collected during the arborist survey. The report will include a general qualitative description of the landscape setting, the survey methods, and the quantified survey results. The report will include an evaluation of the project as it impacts each tree shown on the site plan, including suggested mitigation and/or future maintenance measures where required.

The report will also include a digital map of the site, including the identification number of each tree. The map will identify trees surveyed which may be impacted, temporarily affected, or not affected. Recommendations for protection, preservation, and care of project trees (best management practices) that should be implemented during project construction will be included. A photo appendix will be part of the report. This scope assumes that the mapping data will be provided by the City (including limits of grading, construction staging and ingress/egress routes, parcel boundaries, and stream centerlines). A draft arborist report will be provided for review and comment. ICF will revise the draft arborist report based on comments received and submit a final arborist report.

Task 6.0 Prepare Supplemental Environmental Impact Report

After finalizing the Initial Study, ICF will begin preparation of a focused Supplemental Environmental Impact Report (SEIR) that tiers from the City of Roseville's 2004 *West Roseville Specific Plan Sphere of Influence Amendment Area Environmental Impact Report* (WRSP SOI Amendment EIR). As discussed with the City, the SEIR will focus on environmental topics identified in the Initial Study as having potentially significant and unavoidable effects. These topics include the Noise Element GPA and sports complex operational greenhouse gas emissions.

Subtask 6.1 Prepare Administrative Draft SEIR

ICF will prepare an administrative draft SEIR suitable for distribution to the agencies and the public in compliance with requirements of CEQA and the City. The analyses performed for the draft SEIR will cover the project's construction and operational impacts. For each environmental discipline (noise and greenhouse gas emissions), the administrative draft SEIR will include a discussion of the existing environmental and regulatory conditions, an analysis of impacts and a description of their magnitude, indicating the level of significance for each impact. To the extent possible, ICF analyses will rely on existing information, including the technical reports provided by the City, existing information found in City planning documents (such as the General Plan), in-house data and documentation, and professional judgment. For any identified significant project impacts, the SEIR will include relevant mitigation measures from the WRSP SOI Amendment EIR and new measures, where appropriate and feasible, to reduce the significance of those impacts.

As part of this subtask, ICF will also conduct a summer floristic survey of the project site, excluding the expansion area (which will be surveyed by Salix). The results of the survey will be provided in the Initial Study.

Introduction

The introduction to the SEIR will clearly explain the focused SEIR's purpose and direct readers how to find information in the SEIR and Initial Study appendix. It will also provide a detailed description of the lead agency's role, as well as a background and brief overview of the proposed project. The introduction will include a description of the relationship between the SEIR and the preceding certified WRSP SOI Amendment EIR. The introduction will also describe potential areas of controversy, the organization of the SEIR, and anticipated permits and approvals.

Executive Summary

The executive summary of the SEIR is required by CEQA. The executive summary of the SEIR will provide a summary of the findings of the SEIR and include a summary table of all impacts and mitigation measures from the Initial Study (as requested by the City).

Project Description

The project description section of the SEIR will contain the description prepared in Task 1.0 and provided in the Final Initial Study. The study area for the SEIR will be defined in text and graphically. This section will also include a description of the alternatives analyzed in the SEIR.

Environmental Analysis

The environmental analysis chapter of the SEIR will be divided into separate sections for each of the focused technical topics –noise and greenhouse gas emissions. Each technical section will include an introduction; description of the regional, local, and site-specific environmental setting; discussion of the regulatory setting; discussion of the project baseline for comparison of the project's impacts; methodology and significance criteria; impact analysis, and feasible mitigation measures for each significant impact.

The environmental analysis chapter will include a brief discussion of the rationale for dismissal of environmental topics that were addressed in the Initial Study but found not to be significant and unavoidable.

Alternatives

As requested by the City, the SEIR will analyze a "no-project" alternative and two "build alternatives". The alternatives will be developed in consultation with the City and PVT based on achieving most or all of the project objectives and reducing one or more of the project's identified significant impacts. These alternatives will be analyzed at a level of detail allowing comparison of the impacts of the alternatives with those of the proposed project, but not at an equal level of detail to the proposed project. Alternative site analysis will use information provided by the City on its site selection process and criteria and other sites considered. The discussion will include a description of those alternatives that have been considered, but rejected including: 1) WRSP SOI Amendment EIR Site Plan; and, 2) the SVSP Citywide Park Site, and the reasons why they were rejected from further analysis. In addition, the no-project alternative will be analyzed. The environmentally superior alternative will be identified as required by CEQA Guidelines Section 15126.6(e)(2).

Methodology and Standards of Significance

Each technical section will contain a concise description of the methodology used in the analysis and the standards used to determine whether an impact is significant. The standards of significance will be

based on City standards, CEQA standards, and any applicable agency standards. The methodology for development of mitigation measures will also be described. The impact analyses will assess the direct, indirect, and cumulative impacts that will result from implementation of the project and propose mitigation to reduce significant impacts to the extent feasible.

Agencies and Persons Contacted, References and Literature Cited, and Report Preparers; Glossary

The SEIR will contain this information, required by CEQA Guidelines Section 15129.

Subtask 6.2 CEQA Compliance Review

The SEIR and overall environmental process will be conducted consistent with the 2008 *City of Roseville CEQA Implementing Procedures for the Preparation, Processing, and Review of Environmental Documents*. ICF will review the SEIR for consistency and conformance with the objectives of the project. This review will include review of ties between the identified standards of significance and the assessment of impact significance and the relationship of the identified mitigation measures to the impacts identified and the thresholds of significance. ICF will implement several levels of quality control during the preparation of the environmental documentation. Our in-house technical editors will edit the SEIR document for internal consistency and clarity and to ensure that references and citations are supported as required by CEQA.

Subtask 6.3 Prepare Second Administrative Draft and Screencheck Draft SEIRs

Following the City's three-week review of the administrative draft SEIR, ICF will revise the administrative draft SEIR document as necessary based on City comments and submit the second administrative draft SEIR for City review and comment. We assume that only minor revisions to the administrative draft will be necessary. This task includes one meeting or phone conference with the City to review comments on the second administrative draft SEIR.

ICF will prepare a screencheck draft SEIR based on the changes made to the second administrative draft and will submit the screencheck draft SEIR for final City concurrence prior to release of the public draft SEIR.

Subtask 6.4 Prepare Public Draft SEIR and Attend Public Comment Meeting

Upon City approval of the screencheck draft SEIR, ICF will prepare the public draft SEIR, a notice of completion (NOC), and Summary Form for Electronic Document Submittal (Summary Form), and submit them to the State Clearinghouse. ICF will provide the City with copies of the draft SEIR for circulation to other agencies and interested parties.

ICF assumes that the City will prepare all public notices (e.g., notice of approval, newspaper notices, citizen mailings), with the exception of the NOC and Summary Form. We assume there will be one public meeting for comments on the draft SEIR. ICF will attend the draft SEIR public comment meeting.

Deliverables will include:

- Twenty (20) copies of the draft SEIR;
- Fifteen (15) CDs and Summary Forms for the State Clearinghouse; and
- One electronic copy of the draft SEIR for the City's website.

Subtask 6.5 Prepare Final SEIR and Mitigation Monitoring and Reporting Plan (MMRP)

Following the close of the public comment period on the draft SEIR, ICF will prepare responses to all of the written comments received on the draft SEIR. We assume that the City will provide a summary of comments made at the hearing plus a list of commenters; we also assume that we will be provided with copies of the written comments submitted to the City shortly after they are received so that we can begin working on categorizing them as soon as possible. This scope assumes a moderate level of comment will occur, and that no new analysis will need to be performed to address the comments. While there may be a high volume of comment letters, if the comment letters do not raise issues not addressed in the draft SEIR, and the high volume is due to many similar or form comment letters, this scope of work will cover responding to all comments.

The final SEIR will include the following sections:

- Introduction
- Updated Executive Summary, including a revised summary table of impacts and mitigation measures
- Copies of all of the comments made, with accompanying responses to each comment
- Errata chapter identifying changes made to the draft SEIR and/or Initial Study text in response to comments on the draft SEIR
- Mitigation Monitoring and Reporting Program (MMRP)

The MMRP will ensure that mitigation measures are implemented as required under Section 21081.6 of the California Public Resources Code. The MMRP will:

- Identify each impact of the project that will be mitigated
- Contain a brief explanation of each relevant mitigation measure
- Specify the agency or individual responsible for implementing and monitoring each mitigation measure and the specific qualifications for monitoring and reporting personnel
- State when and how frequently each mitigation measure should be implemented
- Provide details of the monitoring program

- Present the specific criteria for judging successful implementation of each measure

ICF will coordinate with the City during preparation of the MMRP regarding the format of the MMRP and the relative monitoring responsibilities of City agencies. We will submit the draft final SEIR and MMRP to the City for a three-week review and comment period. Following receipt of the City's comments on the draft final SEIR and MMRP, ICF will arrange a meeting with City staff to review all of the City's comments and agree on the appropriate responses to those comments. Following this meeting, ICF will prepare the screencheck final SEIR and MMRP, incorporating changes in response to the City's comments on the draft final SEIR and MMRP. Following approval of the screencheck final SEIR and MMRP by the City, ICF will prepare the final SEIR and submit it to the State Clearinghouse.

This task includes preparation and delivery of a draft, screencheck, and final SEIR and MMRP to the City.

Subtask 6.6 Prepare Statement of Overriding Considerations and Findings of Fact

Prior to the City's hearing on the project, ICF will prepare draft findings of fact pursuant to Section 15091 of the CEQA Guidelines and, if necessary, a draft statement of overriding considerations pursuant to CEQA Guidelines Section 15093. The findings will be in compliance with Sections 21081 and 21081.5 of the California Public Resources Code. We understand that the City will review the draft findings and prepare the final documents in-house.

ICF will maintain its portion of the administrative record (i.e., references, correspondence, etc.) during the SEIR process and provide all materials to the City upon request. We assume that the administrative record will be needed prior to certification of the final SEIR.

One electronic copy of the draft statement of overriding considerations and findings of fact will be provided to the City as part of this subtask.

Subtask 6.7 Attend Hearings

ICF will support the City at two public hearings to answer questions about the SEIR, if requested by the City.

Proposed Schedule

ICF will commence work on the tasks described above immediately upon authorization and receipt of the augmentation from the City (assumed to be July 11, 2016). Our proposed schedule is shown in Attachment B and assumes a 10-month process beginning July 11, 2016 and ending with the certification of the SEIR by the City Council in May 2017.

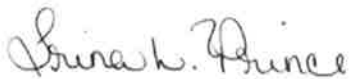
Cost Estimate

ICF has prepared a cost estimate based on the anticipated level of effort to conduct the tasks outlined in this augmentation request. The enclosed cost estimate (Attachment A) lists the hours and rates for the ICF project team and are based on our original PSA project rates. ICF proposes to invoice monthly, on a time and materials basis.

Mr. Mark Morse
June 8, 2016
Page 9 of 9

ICF shall provide services, as outlined above, under the terms and conditions of its existing contract with the City of Roseville dated November 18, 2015. Please contact Sue Bushnell at (916) 752-0959 if you have any questions related to the scope of work, proposed schedule, or cost estimate. We look forward to this opportunity to continue to work for you on this project.

Sincerely,

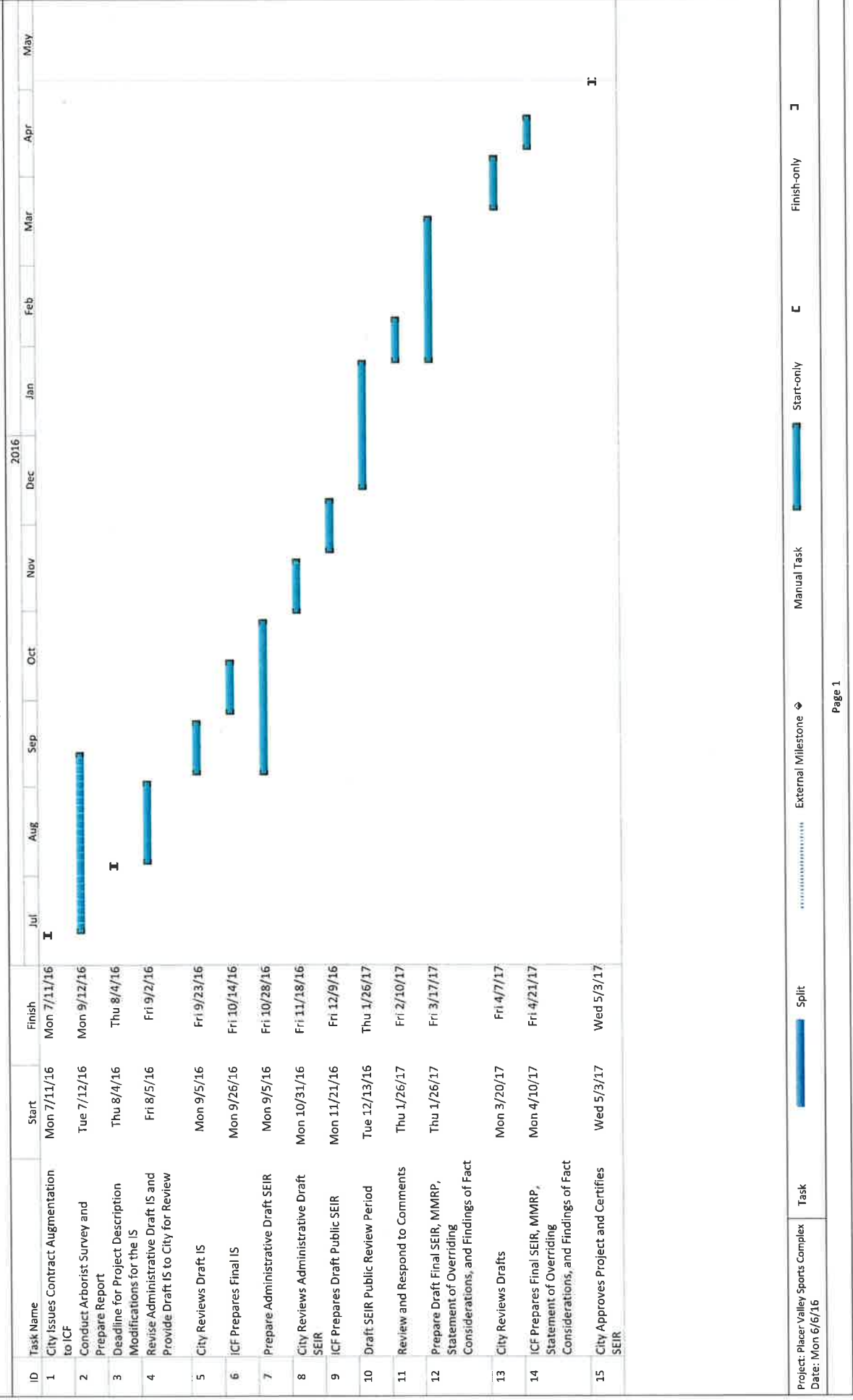
A handwritten signature in cursive script that reads "Trina L. Prince".

Trina L. Prince
Contracts Administrator

Attachment A. Cost Estimate for Providing Additional Environmental Services for the Placer Valley Sports Complex Project

Employee Name	Project Role	Consulting Staff												Production Staff				Direct Expenses	Total Price
		Bushnell Berglark S	Rivasplata A	Swift S	Alcala A	Sorvani T	Yoon L	Scott E	Buehler D	Hatcher S	Giffen T	Weller P	Wilson M	Editor	Pub Spec	Subtotal	Labor Total		
Task	Labor Classification	Proj Dir	Tech Dir	Sr Consult I	Sr Consult III	Assoc Consult II	Sr Consult II	Assoc Consult II	Proj Dir	Mng Consult	Assoc Consult I	Sr Consult II	Assoc Consult I	Arborist	Arborist/GI S	Subtotal	Labor Total		
Task 2.0 Manage Project and Attend Meetings		40	4	32												\$13,040	\$13,040		
Task 5.0 Conduct Arborist Survey and Prepare Report																\$0	\$0		
Subtask 5.1. Conduct Arborist Field Survey												12			15	\$3,765	\$3,765		
Subtask 5.2. Prepare Arborist Report (Draft and Final)		2										30			16	\$7,340	\$6,040		
Task 6.0 Prepare Supplemental Environmental Impact Report																\$0	\$0		
Subtask 6.1 Prepare Administrative Draft SEIR		24		60	16	50	8	3								\$33,910	\$36,790		
Subtask 6.2 CEQA Compliance Review		2	8	2												\$2,110	\$2,110		
Subtask 6.3 Prepare Second Administrative Draft/Screencheck Draft SEIRs		6		24		16	8	2								\$7,780	\$10,590		
Subtask 6.4 Prepare Public Draft SEIR/Attend Public Comment Meeting		6		16		8	8	2								\$5,620	\$7,700		
Subtask 6.5 Prepare Final SEIR and MMRP		8		40		8	8	2								\$9,260	\$11,340		
Subtask 6.6 Prepare Statement of Overriding Considerations/Findings of Fa		6		16												\$3,360	\$5,440		
Subtask 6.7 Attend Hearings		8		8												\$2,680	\$2,680		
																\$0	\$0		
Total hours		102	12	198	16	16	82	74	8	8	12	42	31						
ICF Billing Rates		\$200	\$180	\$135	\$150	\$135	\$135	\$120	\$200	\$180	\$110	\$170	\$115						
Subtotals		\$20,400	\$2,160	\$26,730	\$2,400	\$2,160	\$11,070	\$8,880	\$1,600	\$1,440	\$1,320	\$7,140	\$3,565	\$88,865	\$10,620	\$4,000	\$103,485		
Direct Expenses																			
523.02 Reproductions																	\$1,500		
523.03 Equipment Rental																	\$100		
523.04 Postage and Delivery																	\$100		
523.05 Travel, Auto, Includ. Mileage at current IRS rate (\$75/mile)																	\$300		
Mark up on all non-labor costs and subcontractors:																	\$200		
Direct expense subtotal																	\$2,200		
Total price																	\$105,685		

Attachment B. Placer Valley Sports Complex Project Schedule



RESOLUTION NO. 16-323

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND SALIX CONSULTING, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a first amendment to professional services agreement for permitting services, by and between the City of Roseville and Salix Consulting, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: Permitting Services

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

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated July 13, 2015 ("Agreement") regarding permitting services related to City-owned parcels associated with the proposed long field sports complex ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated May 31, 2016, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit "A" of this First Amendment to Agreement.
2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay twenty-six thousand dollars (\$26,000.00), in consideration of the additional services as set forth in Exhibit "A" to the First Amendment to Agreement. This brings the total not to exceed contract amount to fifty thousand, three hundred dollars (\$50,300.00)."

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 First Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20____, and CONSULTANT has caused this First Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

SALIX CONSULTING, INC., a
California corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

BY: _____
its: President

and

BY: _____

its: _____

APPROVED AS TO SUBSTANCE:

BY: 

DION LOUTHAN
Parks, Recreation and Libraries Director

EXHIBIT “A”



May 31, 2016

Tara L. Gee, CALA #3868
Park Planning & Development Superintendent
Parks, Recreation & Libraries
City of Roseville
311 Vernon Street
Roseville, CA 95678

Subject: Request for Amendment to Professional Services Agreement Project: Permitting Services dated August 5, 2015 for revisions and additions to the scope of work and budget for Placer Valley Sports Complex City of Roseville, Placer County, California

Dear Ms. Gee:

As we learned over the last few months, state and federal permitting for this project is complicated by past and pending permits which influence the approach assumed in our existing Permitting Services contract for the Placer Valley Sport Complex (PVSC) project. As requested by City staff, this proposed contract amendment addresses: 1) unanticipated out of scope tasks required to understand and document the history of state and federal permitting pertaining to the project site; and, 2) scope of work revisions to address a change in approach based on the results of permit history research and follow up consultation with the U.S. Army Corps of Engineers.

1. Unanticipated Tasks/Constraints Memorandum

To advance understanding of existing wetland permitting, at the City's request, out of scope services were performed. This included preparation of a Permitting Constraints Memorandum which involved unanticipated field work, GIS mapping, additional meetings and correspondence with City staff and Corps. Salix reviewed relevant background information and permit history related to the project site and surrounding projects. Documents reviewed include: WRSP 404 application and permit, amendment, and extension; WRSP Biological Opinion and amendment; WRSP Open Space Preserve Operations and Management Plan; Pleasant Grove Creek Wastewater Treatment Plant Import/Export Pipelines Biological Opinion; Roseville Energy Park 404 permit; Roseville Energy Park Biological Opinion; Blue Oaks Boulevard 404 permit; Blue Oaks Boulevard Biological Opinion. We participated in multiple meetings and phone conferences with City of Roseville staff and others, including Mark Morse. Several site visits were conducted to determine onsite conditions for the "Unpermitted Area" of the proposed project. Salix drafted a constraints memorandum (March 1, 2016 Permitting

Constraints Memo) to summarize permitting history and created figures to illustrate location, habitat components, impacts, and a site plan. Memo revisions were made as the new project direction became clear.

The additional cost for these services and preparation of the Permitting Constraints Memo was \$7,300.

Budget Summary- Unanticipated Tasks

Existing Contract Unanticipated Tasks: \$0

Additional Services/Contract Increase: \$7,300

Total Contract Value Unanticipated Tasks: \$7,300

2. Scope of Work Revisions

The approved Salix scope of work includes the following Tasks:

Task 1. Prepare and Submit a 404 Nationwide Permit 39 Application

Task 2. Prepare and Submit a 401 Water Quality Application

Task 3. Prepare and Submit a 1602 Application

Task 4. Prepare, Submit, and Facilitate Section 7 Initiation Document

The existing scope assumes permit applications will address impacts from site development, including the proposed pedestrian bridge. As requested, permit applications will also address a temporary construction crossing of Coyote Creek (location to be determined). This will require a minor amount of additional wetland delineation. Scope revisions required for the above Tasks are described below. At the City's request, this amendment proposal also includes a new Task 5 Finalize Permitting Constraints Memo.

Task 1 Amendment: Prepare and Submit a 404 Individual Permit Amendment Application

Originally it was assumed that the project would be authorized under a Section 404 Nationwide Permit 39 as stated in the Professional Services Agreement (PSP) dated August 5, 2015. This assumption turned out not to hold true. Following completion of the Constraints Memo and extensive conversations with the U.S. Army Corps of engineers, it was determined that because the majority of the project site was already permitted as part of the larger West Roseville Specific Plan (WRSP) Individual Permit (IP), any addition to the site would need to be permitted through an amendment to the original IP. Amending the IP requires additional services beyond those covered by original contract Task 1 as outlined below.

The IP process requires a pre-application meeting and both an application supplement and Alternatives Analysis must be prepared. The Alternatives Analysis for this project will not be as rigorous because it is for a project amendment. Offsite alternative locations will not need to be evaluated, however the Corps will require onsite alternatives to determine if there is a way to implement the proposed project while reducing or eliminating impacts to waters of the U.S.

Additional tasks for this permit application include:

- Prepare for and attend a pre-application meeting with the appropriate state and federal agencies (completed);
- Complete the Alternatives Analysis;
- Complete spring Rare Plant Survey (and summer if deemed necessary)

- Complete the Corps application form, the detailed supplement to the application, and a draft public notice; and
- Coordinate with Corps staff to provide follow-up information and facilitation as requested.

The additional cost for completing the above tasks and preparing and submitting an application for an IP amendment rather than the Nationwide Permit 39 is \$13,700. The complexity of the IP process and the associated issues (described above) make it difficult to provide a precise timeline or cost estimate for this task. At your request, we can provide you with periodic progress reports to keep you informed of the permitting details and to monitor costs.

Budget Summary - Task 1

Existing Contract Task 1: \$9,000

Additional Services/Contract Increase: \$13,700

Total Contract Value Task 1: \$22,700

Task 2. Prepare and Submit a 401 Water Quality Application

No scope changes are required to prepare and submit the 401 Water Quality Application.

Budget Summary - Task 2

Existing Contract Task 2: \$4,500

Additional Services/Contract Increase: \$0

Total Contract Value Task 2: \$4,500

Task 3. Prepare and Submit a 1602 Application

No scope changes are required to prepare and submit the 1602 Application.

Budget Summary - Task 3

Existing Contract Task 3: \$4,800

Additional Services/Contract Increase: \$0

Total Contract Value Task 3: \$4,800

Task 4. Prepare, Submit, and Facilitate Section 7 Initiation Document

The Corps will determine whether Section 7 consultation is necessary for Seasonal Wetland/Vernal Pool 1. Based on our meeting with the Corps on April 6, 2016 its unknown at this time whether the Corps will request Section 7. Should consultation be required, the existing Task 4 budget for preparing the Section 7 Initiation Document (Biological Assessment) should remain sufficient and therefore no changes are recommended at this time.

Budget Summary - Task 4

Existing Contract Task 4: \$6,000

Additional Services/Contract Increase: \$0

Total Contract Value Task 4: \$6,000

New Task 5. Finalize Permitting Constraints Memo

The Permitting Constraints Memo will be a CEQA document appendix and should provide the following information:

- Section 404 Permit and mitigation history for the entire project site (including that portion of the site located within the WRSP);

- Biological setting for the "Unpermitted Area" sufficient for inclusion in the CEQA document;
- GIS analysis of habitat impacts (including jurisdictional wetlands) for the "Unpermitted Area." Results will be presented in graphic and tabular form.

As part of this Task, the City requests that Salix update the Constraints Memo to reflect the refined project description and to incorporate results of the Rare Plant Survey (identified above in Task 1 Amendment). The final memo will include revisions to ensure habitat types identified in the "Unpermitted Area" are consistent with those used in the WRSP EIR and will incorporate redline comments provided by the City. The additional cost to finalize the Permitting Constraints Memo is \$5,000.

Budget Summary - Task 5

Existing Contract Task 5: \$0

Additional Services/Contract Increase: \$5,000

Total Contract Value Task 5: \$5,000

Total Additional Costs for this Amendment	\$26,000
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Please contact me at (530) 888-0130 if you need additional information to process this amendment or would like to discuss further.

Thank you,

Sincerely,



Jeff Glazner
Principal

Attachment: Salix Consulting 2016 Fee Schedule

cc: Mark Morse



2016 Fee Schedule

	Title	Hourly Rate
NATURAL RESOURCES		
	Principal Biologist	150
	Senior Biologist	120
	Permitting Specialist	105
	Wildlife Biologist	105
	Botanist	105
	Associate Biologist	90
	Assistant Biologist	75
	Field Technician	60
GIS/GRAPHICS SERVICES		
	GIS Analyst	95
	GIS Specialist	80
SUPPORT SERVICES		
	Technical Editor	85
	Production/Admin Support	50

REIMBURSABLE EXPENSES

Subcontractors and direct, non-salary costs associated with document production, reproduction, distribution, and project communications include a 10% administration charge.

Mileage is charged at the IRS approved rate.



COUNCIL COMMUNICATION

CC #: 7863

File #: 0102

Title: Carry Forward of Council Discretionary Funds - Budget Adjustment

Contact: Sonia Orozco 916-774-5263 sorozco@roseville.ca.us
Vicki Philpott 916-774-5353 vphilpott@roseville.ca.us

Meeting Date: 7/20/2016

Item #: 6.19.

RECOMMENDATION TO COUNCIL

Direct staff to process a budget adjustment to carry forward unappropriated FY2016 Discretionary Funds for use in FY2017.

BACKGROUND

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. In addition, the City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to \$15,000 of the annual earnings for the purpose of improving the quality of life in Roseville.

The City's fiscal year ended on June 30, 2016. There is a balance of \$2,372 in the Council's FY2016 Discretionary Funds. Per section 4.06.040 of the Roseville Municipal Code, the unappropriated amounts will be carried forward to subsequent fiscal years. Doing so would allow the Council greater flexibility on discretionary requests received in FY2017. Carrying forward the unspent \$2,372 will increase the Council's Discretionary Funds for FY2017 to \$17,372. The vehicle to transact the carry over is the standard budget adjustment form.

In addition, the FY2017 Council Discretionary Funds was also recently enhanced by the transfer of \$6,877 from the Citizens' Benefit Fund. At the June 1, 2016 meeting, the City Council approved the Roseville Grants Advisory Commission's grant recommendations for the FY2017 Citizens' Benefit Fund and directed staff to carry forward the remaining funds in the amount of \$6,877 into the Council's Discretionary Funds for use in FY2017. As a result of these two carry forwards, the funds available for Council's discretionary use in FY2017 will be \$24,249.

FISCAL IMPACT

There is no fiscal impact to the City's general fund. Annually the City Treasurer allocates \$15,000 of the annual earnings on the Citizens' Benefit Fund per section 4.06.04 in the Municipal Code and is included in the annual budget along with the Citizen's Benefit Funds available for appropriation each year. These earnings are restricted for the purpose of improving the quality of life for the citizens in Roseville and appropriated by the City Council.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The Council discretionary funds is not considered a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Vicki Philpott, Executive Assistant to the City Manager

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5718

Budget Adj for Council Discretionary Funds FY2017

ORDINANCE NO. 5718

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16
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 2015-16, is hereby amended by transferring appropriation to and from the activities indicated below:

Carry forward unappropriated 2016 Council Discretionary funds per the request of the City Manager's Department, as listed on the attached Request for Budget Adjustment in the amount of \$2,372.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

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

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

REQUESTER*: Vicki Philpott

DEPARTMENT/DIVISION*: City Manager

FISCAL YEAR/EFFECTIVE DATE*: FY2017

PROPOSED COUNCIL DATE (if applicable): 07/20/2016

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
2,372	01002	5000	280			Citizens' Benefit Fund
\$ 2,372	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
2,372			280			CBT Fund Balance
\$ 2,372	TOTAL					

FINANCE USE	Approved:		
	<i>Kathy Cullen</i>	07/28/17	<i>Wally Haul</i>
	BUDGET MANAGER/DESIGNEE	DATE	Finance Director
			Date

Justification for Budget Adjustment*:

Per section 4.060.040 of the Roseville Municipal Code, the City Council has the authority to carry forward any unappropriated Council Discretionary funds from one fiscal year to the next. Council action taken at 7/20/16 meeting to carry forward the balance from the FY2016 Council Discretionary Funds (\$2,372) into Council's FY2017 Discretionary Funds for appropriation to requests received in FY2017.

Approved:		Approved:	
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 7850

File #: 0201-01 & 0704-01

Title: Stoneridge Neighborhood Park 56 - Agreement Amendment and Budget Adjustment
Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 7/20/2016

Item #: 6.20.

RECOMMENDATION TO COUNCIL

Recommend approval of the Park Development Agreement first amendment between the City of Roseville and Elliott Homes, Inc. increasing the amount for reimbursement from \$123,368.59 up to \$205,342.00; approve the budget adjustment of \$212,376.00 from the Stoneridge Neighborhood Park Fund (Fund 238); authorize the City Manager to execute said amendment on behalf of the City of Roseville; and authorize Staff to approve change order requests in an amount not to exceed 5% of the contract price in accordance with the terms and conditions of the agreement.

BACKGROUND

In February 2015, the City Council approved a Park Development Agreement between the City of Roseville and Elliott Homes, Inc. to construct park site Stoneridge Specific Plan 56 (Owen "Russ" Waltrip Jr. Park) as a turn-key or developer-built project. The developed portion of the site is approximately 1.5 acres of the overall eight acre site. In addition to the developed 1.5 acres, a trail will be constructed connecting the new development to an existing development in the Olympus area. The remaining portion of the site will be natural open space.

The Park Development Agreement included neighborhood park credits in the amount of \$535,332.00 with a Stoneridge Neighborhood Park Fund contribution of \$123,368.59 for a total project construction cost of \$658,700.59. In anticipation of higher bid costs, \$30,000.00 was added and approved in the FY 2016/17 capital budget for this project. Through review of the low bid it was discovered that: 1) there was a typo on the original budget adjustment of \$100.00; and 2) the soft costs for the project were not included in the original project amount. Additionally, two add alternates, a fitness station and sod in lieu of bark mulch, are slated to be added to the project. The amendment, therefore, corrects the typo and revises the reimbursement amount from \$123,368.59 to \$205,342.00. The total project cost is \$740,674.00 without contingency.

During the course of a construction project, it is common to encounter unanticipated or changed conditions in the field which necessitate additions or other changes to the project and the contract. For this project, Staff requests authorization to approve change order requests in an amount not to exceed 5% of the contract price in accordance with the terms and conditions of the

contract. The 5% is based on current site specific experience and status of the project construction thus far. It is not anticipated that the contingency would require a higher amount, which is typically 10%.

Construction completion is slated for Fall 2016.

FISCAL IMPACT

Funding for the reimbursement component of this project has been allocated from the Stoneridge Neighborhood Park Fund, approved in FY2014/15. Staff is seeking approval of a \$212,376.00 budget adjustment through the Stoneridge Neighborhood Park Fund (FUND 238). This increase covers the \$100.00 typo of the original budget; soft project costs such as design, inspection and special testing; a 5% contingency; and the addition of the fitness station and sod to the project.

Park Development Agreement First Amendment		Budget Adjustment	
\$740,674.00	Total Project Cost	\$205,342.00	From Stoneridge Neighborhood Park Fund (FUND 238)
(\$535,332.00)	Park Credits	(\$30,000.00)	Allocated/Approved increase via the FY 2016/17 budget
\$205,342.00	Subtotal	\$175,342.00	Subtotal
(\$205,342.00)	Stoneridge Neighborhood Park Fund (FUND 238) (Reimbursement)	\$37,033.70	5% Contingency
\$0.00	Balance after Credits/Reimbursement	\$212,375.70	Requested Budget Adjustment

No General Fund dollars are used for this project's construction. The General Fund will be used to maintain the park at approximately \$10,000.00/acre per year.

ECONOMIC DEVELOPMENT / JOBS CREATED

The construction of the park is to be performed by contractors. This project helps stimulate the local economy and the local construction industry through the employment of the construction team. Based on Federal guidelines, there is one job created for every \$92,000 in direct government spending. Based on that figure, eight new jobs were created as a result of this project.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 1506(b)(3)). The budget adjustment for this project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Tara L. Gee, Park Planning & Development Superintendent

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-318

First Amendment to the Park Development Agreement

Ordinance No. 5712

Budget Adjustment

RESOLUTION NO. 16-318

APPROVING A FIRST AMENDMENT TO PARK DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND ELLIOTT HOMES, INC. AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF
ROSEVILLE

WHEREAS, a first amendment to park development agreement for SSP-56 park site improvements, by and between the City of Roseville and Elliott Homes, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the Parks, Recreation & Libraries Director shall be 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

**FIRST AMENDMENT TO PARK DEVELOPMENT AGREEMENT FOR
SSP-56 PARK SITE IMPROVEMENTS**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this 23rd day of June, 2016 by and between the City of Roseville, a municipal corporation ("CITY"), and Elliott Homes, Inc., an Arizona corporation ("LANDOWNER"); and

W I T N E S S E T H:

WHEREAS, LANDOWNER is the owner and developer of subdivision known as Stoneridge Villages 11, 12, 13 ("Subdivision") located in the Stoneridge East Specific Plan; and

WHEREAS, CITY and LANDOWNER previously entered into a Park Development Agreement dated February 18, 2015, ("Agreement") regarding SSP-56 Park Site Improvements ("Project"); and

WHEREAS, CITY desires to amend the Agreement to amend the amount the actual amount of the park construction and reimbursement component; and

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 9 of the Agreement is amended to read as follows:

9. Cost of Park Improvements. The cost of constructing the Park Improvements in accordance with the Construction Document is estimated to be seven hundred forty thousand, six hundred seventy-four dollars (\$740,674.00). CITY and LANDOWNER acknowledge that the actual construction costs of the Park Improvements may vary from the estimated costs. However, the parties will

make every effort to enumerate the construction costs up front. The Park Improvement costs that will be subject to reimbursement in accordance with Section 11 below shall consist of the bid amounts as approved by CITY pursuant to Section 2 above and any change orders approved by CITY pursuant to Section 5 above. This project shall be constructed on a prevailing wage scale as required by the City of Roseville Park Construction Standards and state law.

2. Paragraph 11 of the Agreement is amended to read as follows:

11. Reimbursement for Park Improvements Costs that Exceed the Park Fee Credit. The cost of the Park Improvements identified in Section 9 that exceed the credit identified in Section 10 in the amount of two hundred five thousand, three hundred forty-two dollars (\$205,342.00) shall be reimbursed to LANDOWNER upon completion of the Park Improvements, provided that such expenditures have been submitted to CITY and approved by CITY in advance and the total amount of credits and reimbursement combined shall not exceed the amount stated in Section 9. Costs presented by LANDOWNER to CITY that are not pre-authorized or pre-approved by CITY shall be rejected and are not subject to reimbursement.

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the

Council of the City of Roseville on the ____ day of _____, 20____, and LANDOWNER has caused this _____ Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
DION LOUTHAN
Director of Parks, Recreation & Libraries

ELLIOTT HOMES, INC., an Arizona
corporation

BY: _____
HARRY C. ELLIOTT, III
President

and

BY: _____
STEPHEN HEMINGTON
Vice President



EXHIBIT “A”

Exhibit A: First Amendment to the Park Development Agreement for Stoneridge Parcel 56

Alternates to be Awarded

Add Alternate #1: Fitness Station	\$12,762.00
Add Alternate #2: Sod	<u>\$39,359.88</u>
	\$52,121.88

Soft Costs (architectural/Engineering, Inspection, testing	\$75,805.00
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ORDINANCE NO. 5712

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

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Stoneridge Neighborhood Park per request of the Parks, Recreation & Libraries Department, as listed on the attached Request for Budget Adjustment in the amount of \$212,376.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Dion Louthan/Tara Gee/Genna Martin
DEPARTMENT/DIVISION*: Parks, Recreation and Libraries
FISCAL YEAR/EFFECTIVE DATE*: FY2016-17
PROPOSED COUNCIL DATE (if applicable): 07/20/2016

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
212,376	50081	6130	238	155005	45	SSP56 Park Site Capital Improvement Project
\$ 212,376	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
212,376			238			Park Development-Stoneridge Fund - Fund Balance
\$ 212,376	TOTAL					

FINANCE USE	Approved:		
	<i>Kathy Cullen</i>	6/27/16	<i>Wade Hurl</i>
	BUDGET MANAGER/DESIGNEE	DATE	Finance Director: Date

Justification for Budget Adjustment*:

The PR&L Department is requesting authority to add funds to the SSP56 Park Site Capital Improvement Project (Project 155005) (\$212,376) for the Stoneridge Neighborhood Park design, engineering, plan review, and inspection costs. This project will be fully funded with available fund balance from the Park Development-Stoneridge Fund (Fund 238), so there is no impact to the General Fund.

Approved:		Approved:	
<i>[Signature]</i>	6-27-16		
REQUESTING DEPARTMENT HEAD/DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 7846

File #: 0201-01 & 0721

Title: Transfer of Transportation Funds - Budget Adjustment

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

Meeting Date: 7/20/2016

Item #: 6.21.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached ordinance amending the budget to transfer \$3,450,000 of Transportation Development Act (TDA) funds from the Transportation Fund (Fund 00441) to the Transit Fund (Fund 00440). In addition staff recommends amending the Fiscal Year 2015/16 budget of \$2,000,000 transfer out to the street and road projects from Transportation Fund (Fund 00441) instead of the Transit Fund (Fund 00440). During Fiscal Years 2014/15 and 2015/16 TDA funds were claimed and deposited in the Transportation Fund (Fund 00441) for budgeted street maintenance and road projects. However, funds used for the streets and roads projects were from the Transit Fund (Fund 00440). This budget adjustment will replenish the Transit Fund and provide the appropriate accounting trail for future audits to demonstrate their use according to the claimed purposes.

BACKGROUND

The Placer County Transportation Planning Agency (PCTPA) adopts the Final Findings of Apportionment of the Local Transportation Fund (LTF). The LTF is comprised of ¼ of a cent of sales tax revenue generated in Placer County. This money is passed from the State to PCTPA to fund local transportation programs. The City Council submits an annual claim for the LTF to be used for both transit and other transportation purposes.

In the past, the majority of LTF funds claimed were allocated to transit. LTF funds used for transit are referred to as LTF Article 4 Funds and are placed in the City's Transit Fund (Fund 00440). LTF Article 4 Funds are used for Roseville Transit operations and capital projects, such as bus purchases and transit related construction projects. Other LTF funds not needed for transit are claimed annually for streets and roads purposes. Funds claimed for streets and roads purposes are referred to as LTF Article 8 Funds and are placed in the City's Transportation Fund (Fund 00441). LTF Article 8 Funds are used for many other general transportation projects and programs (non-transit) including road, bikeway and pedestrian maintenance and construction activities. As an example, in Fiscal Year 2012, \$4.5 million of LTF funds were provided for the Pleasant Grove Boulevard overpass at Highway 65.

In Fiscal Years 2014/15 and 2015/16 LTF Article 8 Funds were claimed through PCTPA and deposited into the City's Transportation Fund (00441). These funds were identified in the

City's budget for various street maintenance and road projects (\$3,450,000 in FY2015 and \$2,000,000 in FY2016). However, funds from the City's Transit Fund (00440) were inadvertently used for these various streets and roads projects. This budget adjustment will replace the funds used for these projects by placing them into the City's Transit Fund (Fund 00440). This transfer of funds will also create the correct accounting trail to demonstrate the proper use of the funds according to the original claims for future audits.

FISCAL IMPACT

The budget adjustment will transfer funds within the Transportation Fund, with no net increase or decrease in the Fund. The transfer will not impact the 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 (CEQA Guidelines §15061(b)(3)). The proposed budget adjustment does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Eileen Bruggeman, Alternative Transportation Analyst

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5711

Signed by PW Director BA Form

ORDINANCE NO. 5711

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16
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 2015-16, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds from the Transportation Fund to the Transportation Development Act Funds per request of the Public Works Department, as listed on the attached Request for Budget Adjustment totaling \$3,450,000.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Eileen Bruggeman

DEPARTMENT/DIVISION*: Public Works/Alternative Transportation

FISCAL YEAR/EFFECTIVE DATE*: FY 2016

PROPOSED COUNCIL DATE (if applicable): 07/20/2016

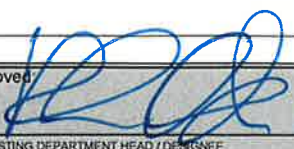
USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY*	OBJECT*		PROJECT	ACTIVITY	
950,000	00440	3900	440	700253	94	Transfer In (Prior Year - FY 15)
2,500,000	00440	3902	440	700253	94	Transfer In-Debt/Capital (Prior Year - FY 15)
\$ 3,450,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY	OBJECT		PROJECT	ACTIVITY	
950,000	00441	8900	441	700253	95	Transfer Out (Prior Year - FY 15)
2,500,000	00441	8902	441	700253	95	Transfer Out-Debt/Capital (Prior Year - FY 16)
2,000,000	00441	8900	441	700253	95	Transfer Out (Receiving Fund 253)
(2,000,000)	00440	8900	440	700253	95	Transfer Out (Should have been from Fund 441)
\$ 3,450,000	TOTAL					

FINANCE USE	Approved:	Comments:
 BUDGET MANAGER/DESIGNEE	6/29/16 DATE	Kathy Cullen 6/28/16

Justification for Budget Adjustment*:

Transfers approved from Transit Fund 00440 to Roadway Fund 00253 should have been from Transportation Fund 00441 to Roadway Fund 00253. This budget adjustment is to correct the transfers in the fiscal year 2016 and 2015 so that the transfers of TDA funded agree to the PCTPA Claim and funding purposes.

Approved:  REQUESTING DEPARTMENT HEAD / DESIGNEE	6-30-2016 DATE	Approved: CITY MANAGER	DATE
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COUNCIL COMMUNICATION

CC #: 7855

File #: 0600-02 & 0201-01

Title: Out of State Travel Request and Budget Adjustment - Environmental Utilities Department

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

Meeting Date: 7/20/2016

Item #: 6.22.

RECOMMENDATION TO COUNCIL

Approve travel and budget adjustment for Department Public Information Officer, Maurice Chaney, to attend the City-County Communications and Marketing Association (3CMA) annual conference in San Antonio, Texas from September 6 through September 8, 2016.

BACKGROUND

3CMA is a public communication association, providing training and enrichment opportunities for individuals that assist in the development of a local government communications program. In EU's efforts to effectively inform, educate and engage its customers, continued training and education in public information and outreach is important.

FISCAL IMPACT

Funding for travel, lodging, and course costs is estimated to be \$2000 and a budget adjustment is requested for the FY 17 Environmental Utilities Administration Budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable to this out of state travel request.

ENVIRONMENTAL REVIEW

This request for out of state travel is not a "project" as defined by the California Environment Quality Act (CEQA), per CEQA guidelines section 15378. Consequently, no CEQA action is required.

Respectfully Submitted,

Maurice Chaney, Public Information Officer

Richard Plecker, Environmental Utilities Director

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

Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5715

Out of State Budget Request

ORDINANCE NO. 5715

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

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for out of state travel per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$2,000.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

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

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

REQUESTER*: Maurice Chaney
DEPARTMENT/DIVISION*: Environmental Utilities
FISCAL YEAR/EFFECTIVE DATE*: FY 17/ August 1, 2017
PROPOSED COUNCIL DATE (if applicable): 07/20/2017

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
2,000	08400	5500	480			Training
\$ 2,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
2,000			480			Available funds
\$ 2,000	TOTAL					

FINANCE USE	Approved:				
	<i>Kathleen Cullen</i>	6/28/16		<i>Walter Hurl</i>	
	BUDGET MANAGER/DISEGNEE	DATE		Finance Director	DATE

Justification for Budget Adjustment*:
Environmental Utilities Department Public Information Officer to attend the City-County Communications and Marketing Association annual conference in San Antonio, Texas from September 6 through September 8, 2016.

Approved:	<i>[Signature]</i>	6-20-16	Approved:		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE		CITY MANAGER	DATE	



COUNCIL COMMUNICATION

CC #: 7859

File #: 0206-03-01

Title: Second Reading of Ordinance - HP Campus Oaks Community Facilities District No. 2 (Public Services) - Levying Special Tax

Contact: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Monty Hanks 916-774-5313 mhanks@roseville.ca.us

Meeting Date: 7/20/2016

Item #: 6.23.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 5717 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, STATE OF CALIFORNIA, ORDINANCE LEVYING SPECIAL TAX WITHIN HP CAMPUS OAKS COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES), for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Monty Hanks, Finance Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance 5717

ORDINANCE NO. 5717

**OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE
STATE OF CALIFORNIA**

**ORDINANCE LEVYING SPECIAL TAX WITHIN HP CAMPUS OAKS
COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES)**

WHEREAS, on June 1, 2016, this City Council (the "Council") adopted a resolution entitled "Resolution of Intention to Establish A Community Facilities District" (the "Resolution of Intention"), and has conducted proceedings (the "Proceedings") to establish "City of Roseville HP Campus Oaks Community Facilities District No. 2 (Public Services)" (the "CFD") pursuant to the Mello-Roos Community Facilities Act, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act") to finance certain municipal services (the "Services") as provided in the Act;

WHEREAS, pursuant to notice as specified in the Act, and as part of the Proceedings, the Council held a public hearing under the Act relative to the determination to proceed with the formation of the CFD and a rate and method of apportionment of the special tax (the "Rate and Method") to be levied within the CFD to finance the Services, and at such hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the levy of the Special Tax were heard, substantial evidence was presented and considered by this Council and a full and fair hearing was held;

WHEREAS, upon the conclusion of the hearing, this Council adopted its "Resolution of Formation of Community Facilities District" (the "Resolution of Formation"), pursuant to which it completed the Proceedings for the establishment of the CFD, the authorization of the levy of a special tax within the CFD (the "Special Tax"), and the calling of an election within the CFD on the propositions of levying the Special Tax and establishing an appropriations limit within the CFD; and

WHEREAS, on July 6, 2016, a special election was held among the landowner voters within the CFD at which such voters approved such propositions by the two-thirds vote required by the Act, which approval has been confirmed by resolution of this Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE as follows:

Section 1. By the passage of this ordinance, the Council hereby authorizes and levies the Special Tax within the CFD pursuant to the Act, at the rate and in accordance with the amended rate and method of apportionment of Special Tax set forth in the Resolution of Formation, which rate and method is by this reference incorporated herein. The Special Tax is hereby levied commencing in fiscal year 2016-17 and in each fiscal year thereafter to pay for the Services for the CFD, as contemplated by the Resolution of Formation and the Proceedings, and all costs of administering the CFD.

Section 2. The City Manager or designee, or an employee or consultant of the City, is hereby authorized and directed each fiscal year to determine the specific Special Tax to be levied

for the next ensuing fiscal year for each parcel of real property within the CFD, in the manner and as provided in the Resolution of Formation.

Section 3. Exemptions from the levy of the Special Tax shall be as provided in the Resolution of Formation and the applicable provisions of the Act. In no event shall the Special Tax be levied on any parcel within the CFD in excess of the maximum Special Tax specified in the Resolution of Formation.

Section 4. All of the collections of the Special Tax shall be used as provided in the Act and in the Resolution of Formation, including, but not limited to, the payment of costs of the Services, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the Special Tax.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the Council may provide for other appropriate methods of collection by resolution(s) of the Council. The City Manager of the City (or a designee) is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Placer in order to effect proper billing and collection of the Special Tax, so that the Special Tax shall be included on the secured property tax roll of the County of Placer for fiscal year 2016-17 and for each fiscal year thereafter until no longer required to pay for the Services or until otherwise terminated by the City.

Section 6. If, for any reason, any portion of this ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the CFD, by a court of competent jurisdiction, the balance of this ordinance and the application of the Special Tax to the remaining parcels within the CFD shall not be affected.

Section 7. The Mayor shall sign this ordinance and the City Clerk shall cause the same to be published immediately after its passage at least once in a newspaper of general circulation circulated in the City.

Section 8. This ordinance shall take effect 30 days from the date of final passage.

I hereby certify that the foregoing Ordinance was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the ____ day of _____, 2016, by the following vote of the City Council:

AYES:	COUNCILMEMBERS
NOES:	COUNCILMEMBERS
ABSENT:	COUNCILMEMBERS
ABSTAIN:	COUNCILMEMBERS

Mayor

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 7866

File #: 0321 & 0800-06

Title: Second Reading of Ordinance - Municipal Code Amendment - Temporary A-Frame Signage
Contact: Derek Ogden 916-774-1348 dogden@roseville.ca.us

Meeting Date: 7/20/2016

Item #: 6.24.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 5720 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 17.10.186 OF CHAPTER 17.10 OF TITLE 17 OF THE ROSEVILLE MUNICIPAL CODE REGARDING A-FRAME SIGNS, for second reading and adoption

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Derek Ogden, Senior Planner

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance 5720

ORDINANCE NO. 5720

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION
17.10.186 OF CHAPTER 17.10 OF TITLE 17 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING A-FRAME SIGNS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 17.10.186 of Chapter 17.10 of Title 17 of the Roseville Municipal Code is hereby amended to read as follows:

17.10.186 A-frame signs.

A-frame signs that meet all of the following criteria are exempt from the fee, permit and sticker provisions of this title.

- A. Quantity. One per business.
- B. Size. A maximum of six square feet per side.
- C. Height. A maximum height of four feet.
- D. Acceptable Materials. Professional quality materials (stenciled plywood is prohibited).
- E. Location. A-frame signs shall be located on private property, which may include privately owned commercial property landscape setbacks. A-frame signs are prohibited in the public right-of-way including medians and sidewalks, and shall not block accessible paths of travel or inhibit sight distance for ingress and egress. All A-frame signs shall be located outside of the clear vision triangle as defined by Section 17.04.160 of this title.
- F. Stabilization. All A-frame signs shall be freestanding and able to withstand wind gusts or must be removed during inclement weather. A-frame signs shall not be attached to structures, landscape trees, benches, or any other landscape features.
- G. Sign Copy. Messaging on A-frames shall be limited to advertisement of on-site businesses only.
- H. Daily Removal. All signs shall be removed at the close of business each day.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 7838
File #: 0600-02

Title: Out of State Travel Request – Electric Department
Contact: Sage Armstrong 916-774-5679 sarmstrong@roseville.ca.us

Meeting Date: 7/20/2016
Item #: 6.25.

RECOMMENDATION TO COUNCIL

Staff recommends City Council approve out of state travel for Electric Technology Technician Leonard Ladd to attend the Survalent Technology Conference between September 19 and September 23, 2016 in Ontario, Canada.

BACKGROUND

The fiscal year 2017 budget includes funds for out of state travel for an Electric Technology Technician to attend the Survalent Technology Conference. Survalent Technology, a Canadian company, provides the SCADA (Supervisory Control and Data Acquisition) system used by Roseville Electric Utility (RE). RE depends on this technology to monitor and ensure the reliability of City's distribution system. This year, the Survalent Technology User Conference is in Niagara Falls, Ontario, Canada near the U.S. border. The location was unknown when the FY 2017 budget was prepared and therefore, City Council approval is requested for travel outside of the United States.

FISCAL IMPACT

The estimated total cost of \$3,261.00 is included in the Roseville Electric Utility's current budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The request for travel is not considered a "project" as defined by the California Environmental Quality Act ("CEQA") (CEQA Guidelines § 15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Sage Armstrong, Electric Technology System Supervisor

Michelle Bertolino, Electric Utility Director

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

Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 7858
File #: 0102-10

Title: Resolution of Commendation and Appreciation to Nancy Cox
Contact: Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Meeting Date: 7/20/2016
Item #: 6.26.

RECOMMENDATION TO COUNCIL

Recommend Nancy Cox be commended for her outstanding service and dedication to the City of Roseville, congratulated for her many accomplishments, and wished a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Laura Matteoli, Economic Development Manager

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Commendation and Appreciation to Nancy Cox

City of Roseville RESOLUTION

of

COMMENDATION AND APPRECIATION

WHEREAS, Nancy Cox began her distinguished career with the City of Roseville on February 22, 2000, and has chosen to retire after 16 years of dedicated service; and

WHEREAS, Nancy was hired by the Park and Recreation Department in 2000 as a Temporary Part Time Administrative Clerk, became permanent in the Economic and Community Services Department as a Customer Service Representative I in 2001, promoted to Administrative Clerk I in 2002, promoted to Housing Program Specialist I in 2004, promoted to Program Technician in 2005, promoted to Housing Analyst in 2013, and promoted to Housing Supervisor in 2016; and

WHEREAS, Nancy was instrumental in overseeing the Housing Authority's operation of primary programs including the Family-Self Sufficiency program which enables families to increase their earned income and reduce their dependency on assistance and rental subsidies, and the Veteran Affairs Supportive Housing program which provides rental assistance to homeless veterans, and the procurement of essential funding for rental assistance for non-elderly disabled households; and

WHEREAS, Nancy successfully completed the Business Analyst Certificate Program via California State University, Sacramento in 2015; and

WHEREAS, Nancy deservingly received the Pride of Roseville Award – Commendation for Outstanding Leadership in 2010; and

WHEREAS, for more than 16 years, Nancy has exemplified superior qualities of public service, always showing dedication and pride in her work and in her relationships with co-workers, and in her commitment to the community; and

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

SIGNED AND APPROVED this 20th day of July, 2016.

CAROL GARCIA, MAYOR

ATTEST:

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





COUNCIL COMMUNICATION

CC #: 7864
File #: 0102-10

Title: Resolution of Commendation and Appreciation to Matthew DiLoreto
Contact: Heather Blanco 916-774-5265 hblanco@roseville.ca.us

Meeting Date: 7/20/2016
Item #: 6.27.

RECOMMENDATION TO COUNCIL

Recommend Matthew DiLoreto be commended on his receipt of the Eagle Scout Award, congratulated on his outstanding achievements in qualifying for that high honor, and encouraged to continue his efforts to serve the community.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Heather Blanco, Deputy City Clerk

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution of Commendation and Appreciation to Matthew DiLoreto

City of Roseville RESOLUTION

of

COMMENDATION AND CONGRATULATIONS

WHEREAS, Matthew Di Loreto has successfully completed the requirements for the prestigious Eagle Scout Award; and

WHEREAS, being a member of Troop 828, Matthew recognizes that only two percent of those involved in scouting will become Eagles; and

WHEREAS, Matthew utilized the Scout EDGE technique and worked in an assembly line method to organize and build Wood Duck Nest Boxes for the California Waterfowl Association for his Eagle Scout Project; and

WHEREAS, only those few young men who have exhibited exceptional commitment and demonstrated the required dedication, skill, and perseverance in scouting can receive the Eagle Scout Award; and

WHEREAS, the Eagle Scout Award is the highest honor given by the Boy Scouts of America, and in recognition thereof, Matthew is deserving of special commendations; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **MATTHEW DI LORETO** be commended on his receipt of the Eagle Scout Award, congratulated on his outstanding achievements in qualifying for that high honor, and encouraged to continue his efforts to serve the community.

SIGNED this 20th day of July, 2016.

CAROL GARCIA, MAYOR

ATTEST:

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





COUNCIL COMMUNICATION

CC #: 7857

File #: 0206-10-01

Title: Downtown Roseville Property and Business Improvement District: Annual Report and Management Agreement
Contact: Bill Aiken 916-774-5271 baiken@roseville.ca.us

Meeting Date: 7/20/2016

Item #: 7.1.

RECOMMENDATION TO COUNCIL

By motion approve the attached annual report and additionally adopt a resolution approving the attached Downtown Roseville Property and Business Improvement District Management Agreement and authorizing the City Manager to execute said agreement.

BACKGROUND

On July 16, 2014, the City Council approved the formation of the Downtown Roseville Property and Business Improvement District (PBID). This included a resolution accepting the Engineer's Report, confirmation of the boundaries and assessment, and approval the levy of the annual assessment. The annual assessment provides funding for a budget that is managed by the established owner's association, the Downtown Roseville Partnership (DRP). The DRP Board ensures that the budget is applied to activities and expenses defined in the Management Plan/Engineer's Report accepted by Council as part of the district formation. In addition, the Management Plan includes the following requirement:

"VI. GOVERNANCE

C. Annual Report

The Downtown Roseville Partnership shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650.... The annual report is a prospective report for the upcoming year and must include:

- Any proposed changes in the boundaries of the DRPID or in any benefit zones or classifications of property within the district;
- The improvements and activities to be provided for that fiscal year;
- An estimate of the cost of providing the improvements or activities for that fiscal year;
- The method and basis of levying the assessment in sufficient detail to allow each real property owner to estimate the amount of the assessment to be levied against his or her property for the fiscal year;
- The amount of any surplus or deficit revenues to be carried over from a previous fiscal year; and
- The amount of any contributions to be made from sources other than assessments levied

pursuant to this Plan.”

The DRP’s Roseville City Council Annual Report 2016 is provided as an attachment. The attachment also includes a number supporting documents that further address the elements required in each annual report to Council (2015 Property Owner’s Annual Report, assessment roll, current district map, 2015 financial statements).

Earlier this year, it was also determined that there should be an agreement in place between the City of Roseville and the Downtown Roseville Partnership for the management of the administration and implementation of the improvements, maintenance, and activities of the district as designated in the Management Plan. The City Attorney’s Office worked closely with DRP counsel to develop the attached agreement. To summarize, the agreement reiterates the DRP responsibilities established by the Management Plan, identifies required indemnification terms, and sets insurance coverage limits. The agreement would extend through December 31, 2019, the entirety of the initial district term.

FISCAL IMPACT

No added fiscal impact. The City contributes to the PBID each year in the form of parcel assessments for City owned property in Downtown Roseville. The 2016 City assessment will be \$69,730.44. Receiving the annual report has no impact on the General Fund and 2% of the property assessment will be retained by the City to cover the costs of administration of the management agreement.

ECONOMIC DEVELOPMENT / JOBS CREATED

The requested action formalizes the existing agreement between the City and the Downtown Roseville Partnership. The prior establishment of the Downtown PBID has substantially increased the amount of funding available to market, promote and improve Downtown 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 (CEQA Guidelines §15061(b)(3)). Approving the agreement does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Bill Aiken, Development Analyst

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Attachment 1 - Annual Reporting

Resolution No. 16-325

Attachment 2 - Management Agreement



Roseville City Council Annual Report 2016

Terms of Downtown Roseville Partnership

Size

The District contains approximately 132 parcels owned by 68-72 property owners. (Parcels owners have changed since origination)

Boundaries

Walnut Street (north); Atlantic Street (west); and Douglas Boulevard (south); eastern boundary fronts the east edge of Linda Drive between Walnut and Lincoln Streets, west edge of Park Drive between Lincoln and Taylor Streets and the "Alley" between Judah Street and Douglas Boulevard.

Assessment

District programs are funded by parcel tax assessments. The annual assessment is \$0.13 per parcel square foot, plus \$8.50 per linear front foot along Vernon Street. The annual assessment for private tax-exempt parcels is \$0.0195 per parcel square foot, plus \$1.275 per linear front foot along Vernon Street. Parcels zoned and used exclusively for single-family residential purposes and parcels occupied by publicly-owned parking garages are not assessed.

Rates

Assessment rates may increase annually no more than 3 percent.

Programs

Downtown Roseville Partnership provides additional services, improvements and activities for the benefit of its property owners. The current management district plan dictates specific funding for the following benefits: maintenance, landscaping and beautification, security, advocacy, administration and marketing.

Actions

A few properties were sold, leased for construction or re-opened. However, District boundaries remain intact as written in the original management district plan approved by Council. **[No Change]**

In 2016, Project Go and Horizon Church were granted tax-exempt status; thereby adjusting their parcel rates at the lower prevailing assessment. **[Change]**

The Board of Directors voted to increase District parcel assessment in July, 2015 for the 2015-2016 billing cycle. At April's Board meeting, a vote not to increase the levy was approved by the Board for the 2016-2017. **[No 3% Tax Assessment for 2017]**

No Reallocation of Budget Categories

Financial Review

A financial review was conducted by District CPA Tom Carlson. Report is attached and contained in the annual report to property owners.

Because of prudent management and late initiation of programs for 2015, a surplus carryover of \$102,627 was achieved. (Carlson Financial Report cited) This allowed DRP Board of Directors to fund programs/expenses between assessment payments and of receipt of parcel deposit.

In addition, the Board of Directors maintained a contingency budget that addresses future bid renewal fees in advance of the next renewal vote.

A partnership between Roseville Community Development Corporation (RCDC) and Advantage Roseville helped underwrite window cling program AND fulfilled the general benefits collection requirement of nearly \$4,000.

Review

Downtown Roseville Partnership completed projects 2015 to set the stage for 2016.

2015

- Installation of solar powered trash compactors
- Adding tree lighting along Vernon Street
- Undertaking logo development and initiation of a new website development
- Contracting for leaf pick up and parking bay removal
- Developing a partnership between Gathering Inn and DRP to create a day porter program
- Beginning window cling program on vacant buildings
- Creating holiday wreath decor

2016

First Quarter

- Placement of new banners
- Completion of window cling program
- Launch of new website that has a comprehensive directory, events calendar and economic development opportunities
- Training and launch of day porter program

Remainder of 2016

- Creation of 2015 Annual Report to Property Owners
- Addressing tree light re-wrapping needs due to tree base growth
- Developing a Search Engine Optimization program for enhancing exposure/growth on website and Facebook
- Created advocacy groups with owners from non-Vernon street businesses and arts group
- Worked with community group Keller Williams Real Estate to cleanup trash and meet and greet with businesses
- Developing new District brochure inclusive of all businesses within boundaries
- Evaluating several beautification programs including possible kiosk signage, power and window washing, additional banners off Vernon, bike racks, newspaper and publication holders, additional live plant and color spots.



Downtown Roseville Partnership

2015 Annual Report



VISION

Downtown Roseville Partnership is an action-oriented, collaborative group that champions the creation of a vibrant and authentic downtown.

MISSION

Proactive in promoting, marketing and providing services that attract businesses and visitors to the District.

Managing the District's business affairs in a transparent, fiscally responsible manner.



A Message From Board Chair Douglas Wagemann



Last year proved to be exciting and game changing for the Downtown Roseville Partnership (DRP). Through the formation of several successful projects, Downtown Roseville

is positioned to meet the challenges of growing a more vibrant and enticing destination for businesses and the community to enjoy.

In 2015, we brought many groups together to discuss the needs of downtown and what needed to take priority.

The ongoing collaboration of these groups, including **the Downtown Roseville Merchants, the City of Roseville, Roseville Community Development Corporation, Roseville Police Department and the Roseville Area Chamber of Commerce**, is crucial to understand key issues and implement the many transformations that are taking place in downtown. By listening to property and business owners, the DRP has been instrumental in initiating a number of enhancements you'll read about here, including the development of a DRP logo, holiday streetscape décor, an increase in the number of solar trash receptacles, year-round tree lighting and more.

This past year, we've witnessed several new businesses fill previously vacant locations and construction plans are now underway for a new multi-story retail office building along with a new five story parking complex.

There's no question these investments have made it more attractive to visit

and enjoy the area! Our alliance with the City ensures responsive attention to issues in the public areas and our partnership with local law enforcement enhances public safety within the District.

Marketing is a critical component to what the DRP offers. The pending launch of our new website will make information about special events, available properties and DRP updates easily accessible.

This next year will be even more productive. In addition to building upon our recent achievements, we'll expand our marketing outreach for events and continue to add value through additional services.

We'll also focus our resources to enhance the "off-Vernon" areas by working with property and business owners to discover ways to provide the same level of service and opportunities as our Vernon Street partners.

The Downtown Roseville Partnership focuses on day-to-day details that impact everyone within the District. At the same time, it manages the "big picture" and promotes long-term planning and a vision for the future. Our goal is to work collaboratively to ensure every assessment dollar is used prudently.

Together, we are making a difference! Together, we will make Downtown Roseville THE destination where businesses and the community want to be! We invite you to join in this effort.

TOGETHER, we are ROSEVILLE PROUD!

Douglas Wagemann, Chair

Meet Your Board of Directors

Douglas Wagemann owns Cochrane and Wagemann Funeral Directors, located at 103 Lincoln Street. He joined the board to participate in the creation of a vibrant downtown corridor and has been a champion of ever since.

Mark Vespoli owns several downtown Roseville properties, including 219, 400, 404 and 601 Vernon Street and 106 Judah. He brings a well-rounded perspective to the board as a business owner, entrepreneur and property owner.

Anne Chacón is the Corporate Communications Manager at Consolidated Communications representing 106, 114 and 200 Vernon, 211 Lincoln and a parcel lot at Vernon & Atlantic. She is interested in assisting businesses to create a vital, thriving core for the community.

Mike Esparza is President and Chief Financial Officer of All-Cal Insurance Agency. He owns properties located at 501, 503 and 505 Vernon. He looks forward to being a part of the future plans and growth in the District.

Chris Robles serves as the Economic Development Director for the City of Roseville. He is also a board member for Roseville Community Development Corporation (RCDC), a non-profit that works in concert with the City for robust economic growth.

Steve Fuhrman is President of the Fuhrman Leamy Land Group at 231 Vernon Street. He joined the board to participate in the vision of redevelopment and economic success for the District businesses.



(L to R) Vice President **Mark Vespoli**, Member-At-Large **Steve Fuhrman**, City Representative **Chris Robles**, Downtown Roseville Merchant Representative **Janette Moynier**, President **Douglas Wagemann**, Secretary **Anne Chacón** and Treasurer **Mike Esparza**.

Janette Moynier is Vice President and Area Manager of First Bank located on Vernon Street. She joined the DRP board to support the efforts of all property owners in making a difference in the Downtown Roseville area.

Consultants

Kat Maudru – *Operations & Public Relations Consultant*
Kat has an extensive background in community and public relations. She will oversee all operational benefits and services to the District. Kat is also the District publicist.

Liz Krohn – Marketing Consultant

Liz previously consulted with Sunrise MarketPlace PBID for 11 years and managed marketing and event programs for several retail centers. She is responsible for online and marketing services.

January – December, 2015

Statement of Activities

	Total
Revenue	
Assessment Income	\$ 228,457
General Benefit Income	4,000
Refunds	(2,426)
Total Revenue	230,031
Gross Profit	\$ 230,031
Expenditures	
Amortization Expense	8,515
Contingency & Renewal	500
Contract Labor	12,405
Insurance	1,166
Legal & Professional Fees	2,300
Maintenance	22,450
Marketing	13,611
Office Expenses	411
Total Expenditures	\$ 61,357
Net Operating Revenue	\$ 168,673
Net Revenue	\$ 168,673

Statement of Cash Flows

	Total
CASH FLOW FROM OPERATING ACTIVITIES	
Net Revenue	\$ 168,173.00
Accounts Receivable	(4,000)
Accumulated Amortization	8,515.62
Accounts Payable	1,000.00
Net Cash provided by operating activities	\$ 173,688.62
INVESTING ACTIVITIES	
Organizational Costs	(14,982.36)
Website Design (includes branding and logo development)	(14,049.00)
Net Cash provided by investing activities	(29,031.36)
FINANCIAL ACTIVITIES	
Loan Payable	(43,500.00)
Opening Balance Equity	1,470.00
Net Cash provided by financing activities	(42,030.00)
Net Cash increase for period	102,627.26
Cash at end of period	\$ 102,627.26

Downtown Roseville Partnership Benefit Summary

Downtown Roseville Partnership has a major stake in the investment and growth of the Downtown Roseville corridor.

Proactive in Determining the Future of Downtown Roseville.
Lead and shape future services and improvements.

Attracting New Business and Investment Throughout Downtown Roseville.

Fill vacancies and attract new tenants to all areas of Downtown Roseville.

Creating a Private/Public Partnership with a Unified Voice for Downtown Roseville.

Leverage the parcel owner's investment with additional public investment in Downtown Roseville.

Establishing Private Sector Management and Accountability.

Develop plans and budget by a board composed of stakeholders, which is subject to private sector performance standards, controls and accountability.

Programs and Services

Downtown Roseville Partnership provides services, improvements and activities distinctly different from City of Roseville. The current management district plan dictates specific funding for the following benefits: maintenance, landscaping and beautification, security, advocacy, administration and marketing.

Assessment

The District has approximately 68 property owners and 132 parcels that comprise Downtown Roseville Partnership. District programs are funded by parcel tax assessments. The annual assessment is \$0.13 per parcel square foot, plus \$8.50 per linear front foot along Vernon Street. The annual assessment for private tax-exempt parcels is \$0.0195 per parcel square foot, plus \$1.275 per linear front foot along Vernon Street. Parcels zoned and used exclusively for single-family residential purposes and parcels occupied by publicly-owned parking garages are not assessed. Assessment rates may increase annually no more than 3 percent.



Boundaries

Downtown Roseville Partnership is bound by Walnut Street (north), Atlantic Street (west) and Douglas Boulevard (south). The eastern boundary fronts the east edge of Linda Drive between Walnut and Lincoln Streets, west edge of Park Drive between Lincoln and Taylor Streets and the "Alley" between Judah Street and Douglas Boulevard. The service area includes 68 owners and approximately 132 parcels.

2015 Highlights and Service Benefits

- Placement of new solar-powered BigGulp trash compactors
- Year-round tree illumination along main corridor of Vernon Street
- Initiating a new logo and design for a website
- Beginning design on street banners
- Contracting for leaf pick-up and leaf removal from parking bays
- Developing a joint project with Roseville Community Development Corporation (RCDC) and Advantage Roseville to install window clings on vacant storefronts
- Forging a partnership with Gathering Inn for the creation of a guide/day porter program
- Developing e-blasts and communicating with property owners and downtown businesses
- Creating a comprehensive events calendar and business directory



2016 Goals

- Launching Day Porter/Guide Program
- Evaluating additional services for District businesses in the areas of maintenance, beautification and security
- Increasing advocacy and communications with business owners and businesses
- Implementing marketing programs in development and promotions of website, social media and marketing materials. Evaluation of advertising.

2015 Business Openings

Cheese Louise Diner & Grille(400 Vernon Street)

Currently serves coffee and breakfast items.

Health Education Council/Glue Factory

(244 Vernon Street) New non-profit made up of small business entrepreneurs who creatively tackle community health initiatives while building their own products and services.

Roseville Pedicabs (640 Vernon Street)

Unique eco-friendly mode of transportation, providing non-motorized passenger transportation for short trips throughout the region.

Vintage N More Antiques/Collectibles

(640 Vernon Street) Featuring antiques, collectibles, crafts and gifts as well as estate sale items.

The Future – 2016

Ninja Sushi and Teriyaki (238 Vernon Street) will provide an additional 80 to 100 jobs and restaurant that seats up to 450 guests. (March, 2016)

Strum Shop (209 Vernon Street) will relocate from Roseville Square into an area nearly twice its current size. (Spring, 2016)

Fig Tree Coffee (222 Vernon Street)will feature coffee, art and live music. (Summer, 2016)



Downtown Roseville Partnership

P. O. Box 238
Roseville, CA 95678

Phone

916.771.4475

Email

President@godowntownroseville.com
Operations@godowntownroseville.com
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Website

godowntownroseville.com

Meetings

Regular meetings are held on the fourth Wednesday of every month at 3:00 pm at the Roseville Area Chamber of Commerce, 650 Douglas Boulevard. Everyone is invited to attend.

P. O. Box 238
Roseville, CA 95678





Downtown Roseville Advance Total By Owner (10/06/2015)

Total Assessment: \$240,670.01

POID	NAME	CONTACT NAME		CONTACT EMAIL	CONTACT PHONE
MAP KEY	APN	NAME ON FILE	STREET #	BUSINESS NAME	ASSESSMENT
108	ROSEVILLE CITY OF	BILL AIKEN	BAIKEN@ROSEVILLE.CA.US	916-774-5271	
29	013091002000	ROSEVILLE CITY OF	316 VERNON		\$2,920.55
30	013091003000	REDEVELOPMENT AGENCY OF THE CITY OF ROSE	324 VERNON		\$4,380.77
31	013091008000	ROSEVILLE CITY OF	NO ASSESSOR DATA		\$611.79
32	013091009000	ROSEVILLE CITY OF	300 VERNON		\$2,275.13
48	013093009000	ROSEVILLE CITY OF	OAK		\$1,938.87
49	013094001510	ROSEVILLE CITY OF	LINCOLN		\$9,332.29
50	013101001000	REDEVELOPMENT AGENCY OF THE CITY OF ROSE	LINCOLN		\$1,338.87
51	013101002000	CITY OF ROSEVILLE	50 LINCOLN		\$1,210.05
54	013101014000	REDEVELOPMENT AGENCY OF THE CITY OF ROSE	123 LINDA		\$3,437.75
55	013101016000	ROSEVILLE CITY OF	LINCOLN		\$6,125.66
58	013120001000	ROSEVILLE CITY OF	OAK		\$2,664.07
78	013123024000	ROSEVILLE CITY OF	419 VERNON		\$0.00
80	013123026000	ROSEVILLE CITY OF	NO ASSESSOR DATA		\$2,077.50
81	013124006000	ROSEVILLE CITY OF	329 VERNON		\$1,442.00
82	013124007000	ROSEVILLE CITY OF	325 VERNON		\$1,442.00
83	013124008000	ROSEVILLE CITY OF	323 VERNON		\$1,442.00
84	013124011000	ROSEVILLE CITY OF	115 GRANT		\$1,687.94
85	013124017000	ROSEVILLE CITY OF	311 VERNON		\$4,542.06
86	013124018000	ROSEVILLE CITY OF	309 VERNON		\$2,344.91
87	013124022000	ROSEVILLE CITY OF	NO ASSESSOR DATA		\$1,903.92

POID	NAME	CONTACT NAME		CONTACT EMAIL	CONTACT PHONE
MAP KEY	APN	NAME ON FILE	STREET #	BUSINESS NAME	ASSESSMENT
88	013124023000	PLA CO RSVL CIVIC CTR IMP AUTH	NO ASSESSOR DATA	CIVIC CENTER	\$3,194.59
89	013131001000	ROSEVILLE CITY OF	401 OAK		\$899.81
90	013131002000	ROSEVILLE CITY OF	401 OAK		\$5,190.10
91	013131003000	ROSEVILLE CITY OF	225 TAYLOR		\$1,893.08
92	013131004000	ROSEVILLE CITY OF	225 TAYLOR		\$609.78
93	013131005000	ROSEVILLE CITY OF	225 TAYLOR		\$718.51
94	013131006000	ROSEVILLE CITY OF	225 TAYLOR		\$816.79
100	013131017000	ROSEVILLE CITY OF	401 OAK		\$542.83
101	013131021000	ROSEVILLE CITY OF	207 TAYLOR		\$738.32
TOTAL: \$67,721.94					
110	ROSEVILLE TELEPHONE CO	ANNE CHACON	ANN.CHACON@CONSOLIDATE D.COM	916-786-1235	
197	013070004000	ROSEVILLE TELEPHONE CO	100 VERNON		\$4,220.28
1	013071001000	ROSEVILLE TELEPHONE CO	106 VERNON		\$1,442.00
2	013071002000	ROSEVILLE TELEPHONE CO	106 VERNON	SUREWEST	\$1,442.00
3	013071003000	ROSEVILLE TELEPHONE CO	108 VERNON	SUREWEST	\$1,442.00
4	013071004000	ROSEVILLE TELEPHONE CO	114 VERNON		\$2,884.00
6	013071007000	ROSEVILLE TELEPHONE CO	LINCOLN		\$251.06
7	013071009000	ROSEVILLE TELEPHONE CO	120 VERNON		\$1,696.41
8	013071010000	ROSEVILLE TELEPHONE CO	000 ATLANTIC		\$773.41
39	013092011000	ROSEVILLE TELEPHONE CO	319 ATLANTIC		\$1,004.25
40	013092014000	ROSEVILLE TELEPHONE CO	200 VERNON		\$4,326.00
TOTAL: \$19,481.41					
4	HILLANDALE ENTERPRISES LLC	TOM STROBEL	TOMCREADVISOR@GMAIL.CO M	916-712-1441	

POID	NAME	CONTACT NAME	CONTACT EMAIL	CONTACT PHONE
MAP KEY	APN	NAME ON FILE	STREET #	BUSINESS NAME
196	013250032000	HILLANDALE ENTERPRISES LLC	750 VERNON	
TOTAL: \$7,608.01				
39	DOYLE KIRK C & LORETTA TRUSTEES ET AL	KIRK DOYLE	BDOYLE@SUREWEST.COM	916-781-2300
110	013152010000	DOYLE KIRK C & LORETTA TRUSTEES ET AL	623 VERNON	ESCROW, HAVE TILL JUNE 2014
111	013152011000	DOYLE KIRK C & LORETTA TRUSTEES ET AL	609 VERNON	
TOTAL: \$7,210.00				
135	219 VERNON STREET L P	MARK VESPOLI	MARKVESPOLI@YAHOO.COM	916-267-8922
45	013093006000	219 VERNON STREET L P	219 VERNON	
64	013122001000	VESPOLI MARK	400 VERNON	
65	013122002000	TITAN REAL ESTATE FUND LLC	404 VERNON	
114	013152017000	MARK V REAL ESTATE ENTERPRISES	601 VERNON	
115	013152018000	MARK V REAL ESTATE ENTERPRISES	106 JUDAH	
TOTAL: \$7,004.00				
79	MARONG INTERNATIONAL EDUCATIONAL CORPORA	THOMAS LEE	MARONG_HR@163.COM	650-867-6488
57	013101022000	MARONG INTERNATIONAL EDUCATIONAL CORPORA	FOLSOM	JOYLAND DAYCARE
TOTAL: \$6,415.95				
18	BOGETICH THOMAS M & FRANCESCA A TRS	TOM BOGETICH		916-485-8267 (HOME)
46	013093007000	BOGETICH THOMAS M & FRANCESCA A TRS	201 VERNON	FIRST BANK
TOTAL: \$5,018.16				
97	PLACER ARC	ELIZABETH MERCHANT (EXECUTIVE DIRECTOR OF ARC)	INFO@PLACERARC.ORG	916-781-3016
60	013121003000	PLACER ARC	524 VERNON	
131	013153023000	PLACER ARC	531 VERNON	
TOTAL: \$4,719.58				

POID	NAME	CONTACT NAME		CONTACT EMAIL	CONTACT PHONE
MAP KEY	APN	NAME ON FILE	STREET #	BUSINESS NAME	ASSESSMENT
89	OLD RELIABLE PROPERTIES INC	TIM MULLIGAN	TMULLIGAN@SSICCTV.COM	916-771-7272	
20	013072012000	OLD RELIABLE PROPERTIES INC	105 VERNON	SURVEILLANCE SYSTEMS INTEGRATION (OWNER TODD ENGLISH)	\$4,326.00
TOTAL: \$4,326.00					
133	UNION PACIFIC RAILROAD COMPANY	LIISA STARK	LLSTARK@UP.COM	916-789-5957	
194	013250013000	UNION PACIFIC RAILROAD COMPANY	NO ASSESSOR DATA		\$2,132.09
195	013250014000	UNION PACIFIC RAILROAD COMPANY	NO ASSESSOR DATA		\$2,135.71
TOTAL: \$4,267.79					
2	ROSEVILLE COMMUNITY DEVELOPMENT CORPORATE	ROSEVILLE COMMUNITY DEVELOPMENT CORPORATION / CHRIS ROBLES	CROBLES@ROSEVILLE.CA.US	916-780-7232	
198	013070001000	ROSEVILLE COMMUNITY DEVELOPMENT CORPORATE	98 JEFFERSON		\$311.05
35	013092007000	KMS VERNON STREET LP	238 VERNON		\$1,455.39
36	013092008000	240 VERNON STREET LLC	240 VERNON		\$1,171.59
37	013092009000	242-246 VERNON STREET LLC	246 VERNON		\$1,127.32
TOTAL: \$4,065.35					
125	STAMAS IMMANUEL S TR	MANUEL STAMAS (SON) / PETER STAMAS	GOLDENSTATELINEN@YAHOO.COM	916-792-7632	
126	013153013000	STAMAS IMMANUEL S TR	515 VERNON		\$4,037.60
TOTAL: \$4,037.60					
27	CLEAR VOICE MINISTRIES INC	PASTOR FRED SIMPKINS (DECEASED)		916-774-9933	
170	013164018000	CLEAR VOICE MINISTRIES INC	628 ROYER		\$4,017.00
TOTAL: \$4,017.00					
83	MCCURRY KEVIN S & CHERYL M TTEES	DR. KEVIN S. MCCURRY	KMCURRY@MSN.COM	916-784-2129	
56	013101021000	MCCURRY KEVIN S & CHERYL M TTEES	140 FOLSOM		\$3,616.24

POID	NAME	CONTACT NAME		CONTACT EMAIL	CONTACT PHONE
MAP KEY	APN	NAME ON FILE	STREET #	BUSINESS NAME	ASSESSMENT
TOTAL: \$3,616.24					
16	BERTOGLIO BETTY ANN TRUSTEE			916-725-6050	
152	013163001000	BERTOGLIO BETTY ANN TRUSTEE	DOUGLAS		\$320.15
153	013163003000	BERTOGLIO BETTY ANN TR	711 OAK		\$1,036.65
154	013163004000	BERTOGLIO BETTY ANN TR	705 OAK		\$1,001.71
155	013163005000	BERTOGLIO BETTY ANN TRUSTEE	701 OAK		\$1,205.10
TOTAL: \$3,563.61					
118	SHAW SUSAN IRWIN ET AL		LANETTE	415-272-6193	
59	013121002000	SHAW SUSAN IRWIN ET AL	520 VERNON	VACANT BUSINESS	\$3,324.16
TOTAL: \$3,324.16					
81	MASONIC HALL ASSN		BILL NETEMEYER	MASONS@ROSEVILLEMASONI CLODGE.ORG	916-783-4351 (HOME) / 916-207-4351 (CELL)
42	013093003000	MASONIC HALL ASSN	235 VERNON		\$3,194.65
TOTAL: \$3,194.65					
53	HAYES JOHN A & HAYES LISA J TR		JOHN HAYES	JOHNHAYES@SUREWEST.CO M	916-780-1951
150	013161002000	HAYES JOHN A & HAYES LISA J TR	803 VERNON	USED AUTO DEALER	\$1,684.88
179	013171011000	HAYES JOHN A & HAYES LISA J TR	501 DOUGLAS		\$1,458.17
TOTAL: \$3,143.06					
106	ROCK OF ROSEVILLE THE		KENNY WAHLBERG	916-789-7625	
151	013162001000	ROCK OF ROSEVILLE THE	725 VERNON		\$3,062.52
TOTAL: \$3,062.52					
15	BAYGELL PROPERTIES		NOAH BAYGELL	916-489-7724	
75	013123017000	BAYGELL PROPERTIES	401 VERNON		\$3,048.36
TOTAL: \$3,048.36					
117	SCHROEDLE MICHAEL J & LYNETTE A TRUSTEES			916-782-9213	
18	013072010000	SCHROEDLE MICHAEL J & LYNETTE A TRUSTEES	119 VERNON	RAILROAD HOBBIES	\$2,884.00

POID	NAME		CONTACT NAME	CONTACT EMAIL	CONTACT PHONE
MAP KEY	APN	NAME ON FILE	STREET #	BUSINESS NAME	ASSESSMENT
TOTAL: \$2,884.00					
36	DEGRAAFF SHERRI TR		SHERRI DEGRAFF		
69	013122009000	DEGRAAFF SHERRI TR	432 VERNON		\$2,601.31
TOTAL: \$2,601.31					
134	VERITAS INNOVATIVE INVESTMENTS LLC		ROSANNA RUIZ		916-789-9350
70	013122010000	VERITAS INNOVATIVE INVESTMENTS LLC	424 VERNON	MCDONALDS	\$1,734.79
71	013122011000	VERITAS INNOVATIVE INVESTMENTS LLC	VERNON		\$865.20
TOTAL: \$2,599.99					
29	WAGEMANN DOUGLAS & WAGEMANN RITA		DOUGLAS WAGEMANN	DGWAGEMANN@GMAIL.COM	916-783-7171
41	013093001000	WAGEMANN DOUGLAS & WAGEMANN RITA	103 LINCOLN	COCHRANS	\$2,008.50
47	013093008000	WAGEMANN DOUGLAS & WAGEMANN RITA	103 LINCOLN		\$589.16
TOTAL: \$2,597.66					
8	ALIZADEH AZITA		AZITA ALIZADEH		
76	013123018000	ALIZADEH AZITA	424 OAK		\$2,424.53
TOTAL: \$2,424.53					
25	CITIZENS BANK OF ROSEVILLE		JEANETTE	JANETTE.MOYNIER@FBOL.COM	916-783-1222
16	013072008510	CITIZENS BANK OF ROSEVILLE	129 VERNON	FIRST BANK	\$2,415.35
TOTAL: \$2,415.35					
109	ROSEVILLE CIVIC PLAZA LLC		JOE MOHAMED		916-485-7866
79	013123025000	ROSEVILLE CIVIC PLAZA LLC	400 OAK		\$2,371.90
TOTAL: \$2,371.90					
62	JAVIDAN SAM J TTEE		JOHN JAVIDAN	NUMBERJOHNYFIVE@GMAIL.COM	
61	013121004000	JAVIDAN SAM J TTEE	534 VERNON		\$2,217.16
TOTAL: \$2,217.16					

POID	NAME	CONTACT NAME		CONTACT EMAIL	CONTACT PHONE
MAP KEY	APN	NAME ON FILE	STREET #	BUSINESS NAME	ASSESSMENT
120	SMILANICK MARY P TRUSTEE	JOANNE GUSTAFSON	JOANNE@HOMewoodINC.CO M	916-214-9328	
66	013122003000	SMILANICK MARY P TRUSTEE	406 VERNON		\$749.84
67	013122004000	SMILANICK MARY P TRUSTEE	408 VERNON		\$1,445.08
TOTAL: \$2,194.92					
128	THREE OAKS PROPERTIES LIMITED PARTNERSHI				
128	013153019000	THREE OAKS PROPERTIES LIMITED PARTNERSHI	521 VERNON	ROSEVILLE OVERHEAD DOOR	\$2,164.83
TOTAL: \$2,164.83					
19	BRAR JASBIR S TR ET AL	JASBIR BRAR	jasbirbrar@gmail.com	916-768-0377	
77	013123021000	BRAR JASBIR S TR ET AL	431 VERNON	VACANT PARCEL	\$2,102.86
TOTAL: \$2,102.86					
72	LEE JONG HWAN & YOUNG JA				
68	013122005000	LEE JONG HWAN & YOUNG JA	414 VERNON		\$1,446.39
72	013122012000	LEE JONG HWAN & YOUNG JA	VERNON		\$576.80
TOTAL: \$2,023.19					
98	PLACER COUNTY OF	LAURIE MORSE, PROPERTY MANAGER	LMORSE@PLACER.CA.GOV	530-886-4964	
184	013172011000	PLACER COUNTY OF	505 ROYER		\$803.40
185	013172012000	PLACER COUNTY OF	ROYER		\$1,205.10
TOTAL: \$2,008.50					
103	RB ENTERPRISES L P	DANNY BUNZ		916-786-7307	
191	013172020000	RB ENTERPRISES L P	311 JUDAH	2H AT BUNZ & COMPANY	\$1,998.32
TOTAL: \$1,998.32					
114	RYAN BARBARA W	BARBARA RYAN		916-742-4638	
97	013131013000	RYAN BARBARA W	415 OAK		\$644.06
98	013131014000	RYAN BARBARA W	411 OAK		\$551.13

POID	NAME		CONTACT NAME	CONTACT EMAIL	CONTACT PHONE
MAP KEY	APN	NAME ON FILE	STREET #	BUSINESS NAME	ASSESSMENT
99	013131016000	RYAN BARBARA W	417 OAK		\$737.52
102	013131022000	RYAN BARBARA	419 OAK		\$0.00
TOTAL: \$1,932.71					
82	MAYS PHILLIP D		DOUG MAYS	DOUGMAYS@SUREWEST.NET	916-782-4151
103	013151004000	MAYS PHILLIP D	600 VERNON		\$1,925.28
TOTAL: \$1,925.28					
47	ESPARZA MICHAEL A & ESPARZA APRIL L		MIKE ESPARZA (JOE FATHER)		
127	013153014000	ESPARZA MICHAEL A & ESPARZA APRIL L	501 VERNON		\$1,701.56
TOTAL: \$1,701.56					
139	DUTRA ALAN JESS & JANET KAREN TRUSTEES				916-783-9543
156	013164001000	DUTRA ALAN JESS & JANET KAREN TRUSTEES	214 JUDAH		\$1,004.25
158	013164003000	DUTRA ALAN JESS & JANET KAREN TRUSTEES	222 JUDAH	DUTRA APPRAISAL SERVICE / JLD EVALUATION, INC	\$669.50
TOTAL: \$1,673.75					
112	RSVL AERIE FRAT ORD OF EAGLES		JEFF SILVER / LENNY OSTROM	JEFFUNDERPAR@YAHOO.COM / LJOSTROM@SUREWEST.NET	916-718-6145
5	013071006000	RSVL AERIE FRAT ORD OF EAGLES	124 VERNON		\$1,628.69
TOTAL: \$1,628.69					
85	MISAKI TAKESHI TRUSTEE ET AL				
176	013171007000	MISAKI TAKESHI TRUSTEE ET AL	300 JUDAH		\$602.55
177	013171008000	MISAKI TAKESHI TRUSTEE ET AL	306 JUDAH		\$1,004.25
TOTAL: \$1,606.80					
65	KEMPER KEVIN				
52	013101004000	KEMPER KEVIN	129 LINDA		\$1,479.73

POID	NAME		CONTACT NAME	CONTACT EMAIL	CONTACT PHONE
MAP KEY	APN	NAME ON FILE	STREET #	BUSINESS NAME	ASSESSMENT
TOTAL: \$1,479.73					
6	ALCALA ANDREW ANTHONY & TERRI LYNN				916-786-0649
168	013164016000	ALCALA ANDREW ANTHONY & TERRI LYNN	605 OAK		\$1,472.90
TOTAL: \$1,472.90					
42	ESCOBAR JOHN IVAN		JOHN ESCOBAR / MELISSA		916-746-7711
112	013152012000	ESCOBAR JOHN IVAN	605 VERNON	COLD STEEL SAFE	\$1,442.00
TOTAL: \$1,442.00					
123	SMITH JERRY BILL ET AL		JERRY SMITH		
19	013072011000	SMITH JERRY BILL ET AL	111 VERNON	BILL SMITH PHOTOGRAPH	\$1,442.00
TOTAL: \$1,442.00					
32	CROUCH STEVE & JUDY				916-772-0901
53	013101013000	CROUCH STEVE & JUDY	127 LINDA		\$1,377.70
TOTAL: \$1,377.70					
122	SMITH GREGORY ROSS & KATHY JEAN TRUSTEES				
104	013152002000	SMITH GREGORY ROSS & KATHY JEAN TRUSTEES	600 OAK		\$1,124.76
TOTAL: \$1,124.76					
22	CARDENAS FAMILY ENTERPRISES INC				
63	013121006000	CARDENAS FAMILY ENTERPRISES INC	500 VERNON		\$1,108.58
TOTAL: \$1,108.58					
90	OXFORD MORTGAGE FUNDS L P				
62	013121005000	OXFORD MORTGAGE FUNDS L P	510 VERNON		\$1,108.05
TOTAL: \$1,108.05					
23	CARLSON THOMAS A ET AL				916-781-2063
119	013153003000	CARLSON THOMAS A ET AL	510 OAK		\$1,004.25
TOTAL: \$1,004.25					

POID	NAME	CONTACT NAME	CONTACT EMAIL	CONTACT PHONE	
MAP KEY	APN	NAME ON FILE	STREET #	BUSINESS NAME	ASSESSMENT
24	CAROTHERS DAVID L				
125	013153009000	CAROTHERS DAVID L	534 OAK		\$1,004.25
TOTAL: \$1,004.25					
126	STILWELL WAYNE E & DIANE M TRUSTEES				
141	013154010000	STILWELL WAYNE E & DIANE M TRUSTEES	531 OAK		\$1,004.25
TOTAL: \$1,004.25					
52	HAAG GEORGE KARL & MARIA LUISE TRS		STEAMER PEASE	916-366-9647	
34	013092006000	HAAG GEORGE KARL & MARIA LUISE TRS	228 VERNON		\$939.88
TOTAL: \$939.88					
136	VO LP				
33	013092005520	VO LP	226 VERNON		\$939.88
TOTAL: \$939.88					
12	AUTUMN OAK PARTNERS LLC				
167	013164015000	AUTUMN OAK PARTNERS LLC	609 OAK		\$903.83
TOTAL: \$903.83					
20	BUNNING TODD WAYNE & MONICA A			916-782-3141	
124	013153008000	BUNNING TODD WAYNE & MONICA A	530 OAK		\$803.40
TOTAL: \$803.40					
34	D&E PADILLA FAMILY LIMITED PARTNERSHIP				
123	013153007000	D&E PADILLA FAMILY LIMITED PARTNERSHIP	526 OAK		\$803.40
TOTAL: \$803.40					
58	HOLLYWOOD ANN L				
116	013152019000	HOLLYWOOD ANN L	620 OAK		\$803.40
TOTAL: \$803.40					
69	KNOBLICH PETER & MABERY DARLA			916-774-4348	

POID	NAME	CONTACT NAME		CONTACT EMAIL	CONTACT PHONE	
MAP KEY	APN	NAME ON FILE		STREET #	BUSINESS NAME	ASSESSMENT
135	013154004000	KNOBLICH PETER & MABERY DARLA		512 ROYER		\$803.40
TOTAL: \$803.40						
77	MANDEL JAMI					
145	013154014000	MANDEL JAMI		515 OAK		\$803.40
TOTAL: \$803.40						
119	SILL KAREN LYNN				916-782-7455	
132	013154001000	SILL KAREN LYNN		500 ROYER		\$803.40
TOTAL: \$803.40						
63	JOHNK BRUCE A & CHASE CARMEN D TTEE					
169	013164017000	JOHNK BRUCE A & CHASE CARMEN D TTEE		212 JUDAH		\$736.45
TOTAL: \$736.45						
28	CLEMENTS D MICHAEL					
10	013072002000	CLEMENTS D MICHAEL		NO ASSESSOR DATA		\$683.02
11	013072003000	CLEMENTS D MICHAEL		126 LINDA		\$0.00
TOTAL: \$683.02						
41	DUTRA DAVID ALAN & NOREEN					
157	013164002000	DUTRA DAVID ALAN & NOREEN		218 JUDAH		\$669.50
TOTAL: \$669.50						
121	SMITH DANA F TTEE				916-791-7026	
178	013171009000	SMITH DANA F TTEE		308 JUDAH		\$641.51
TOTAL: \$641.51						
46	FREDIANI KATHRYN L TTEE		DINO		916-783-5750	
38	013092010000	FREDIANI KATHRYN L TTEE		343 ATLANTIC	WESTHOUSE	\$618.35
TOTAL: \$618.35						
131	TURKEY TROT PROPERTIES					
44	013093005000	TURKEY TROT PROPERTIES		VERNON		\$605.64

POID	NAME		CONTACT NAME	CONTACT EMAIL	CONTACT PHONE
MAP KEY	APN	NAME ON FILE	STREET #	BUSINESS NAME	ASSESSMENT
TOTAL: \$605.64					
70	LAND ARC LLC		STEVE FUHRMAN	STEEVEF@FLLANDGROUP.COM	916-759-0637
43	013093004000	LAND ARC LLC	231 VERNON		\$525.71
TOTAL: \$525.71					
91	PATTERSON LUKE ANDREW & MARY FRANCES ET		LUKE PATTERSON	CAPITOLLEGAL@YAHOO.COM	916-784-3920
17	013072009000	PATTERSON LUKE ANDREW & MARY FRANCES ET	104 LINCOLN	CAPITOL LEGAL INVESTIGATIONS	\$468.65
TOTAL: \$468.65					
54	HENSON ROBERT D & SHAUNA L TRUSTEES				
174	013171005000	HENSON ROBERT D & SHAUNA L TRUSTEES	611 ROYER		\$401.70
TOTAL: \$401.70					
95	PICHES JOHN G TR				
73	013123014000	PICHES JOHN G TR	000 TAYLOR		\$400.36
TOTAL: \$400.36					
55	HERBERGER CRAIG C		CRAIG HERBERGER / VIRGETTA DRINNE	VIRGETTA@CHAPELOFTHEVALLEY.COM	916-799-1448
22	013073011000	HERBERGER CRAIG C	97 VERNON		\$382.43
TOTAL: \$382.43					
124	SPEDER FREDERICK A TTEE				916-978-3733
162	013164010000	SPEDER FREDERICK A TTEE	211 BULEN		\$334.75
TOTAL: \$334.75					
115	SALVATION ARMY THE		LT. JOHN MORROW	JOHN.MORROW@USW.SALVATIONARMY.ORG	916-784-3382
14	013072006000	SALVATION ARMY THE	100 LINCOLN		\$184.24
15	013072007000	SALVATION ARMY THE	100 LINCOLN		\$142.60
TOTAL: \$326.84					
100	PROJECT GO INCORPORATED		LYNDA TIMBERS ED		916-782-3443

POID	NAME	CONTACT NAME		CONTACT EMAIL	CONTACT PHONE
MAP KEY	APN	NAME ON FILE	STREET #	BUSINESS NAME	ASSESSMENT
149	013161001000	PROJECT GO INCORPORATED	801 VERNON	PROJECT GO	\$279.40
TOTAL: \$279.40					
33	CROWLEY SHELLEY L			530-888-1895	
129	013153021000	CROWLEY SHELLEY L	OAK		\$267.80
130	013153022000	CROWLEY SHELLEY L	500 OAK		\$0.00
TOTAL: \$267.80					
94	PICHES DAVID RICHARD ET AL				
74	013123016000	PICHES DAVID RICHARD ET AL	TAYLOR		\$202.86
TOTAL: \$202.86					
37	DESEBLO MARGUERITE				
24	013073016000	DESEBLO MARGUERITE	NO ASSESSOR DATA		\$33.88
25	013073017000	DESEBLO MARGUERITE	225 JEFFERSON		\$0.00
TOTAL: \$33.88					
5	ADAIR JOHN J & REBECCA L TRUSTEES			760-347-9646	
12	013072004000	ADAIR JOHN J & REBECCA L TRUSTEES	122 LINDA		\$0.00
TOTAL: \$0.00					
7	ALEN CHERYL LYNN			916-786-2794	
147	013154016000	ALEN CHERYL LYNN	509 OAK		\$0.00
TOTAL: \$0.00					
9	ANDERSON RICHARD T				
175	013171006000	ANDERSON RICHARD T	417 DOUGLAS		\$0.00
TOTAL: \$0.00					
10	ANTONE EUGENE L TR ET AL			916-933-4218	
159	013164004000	ANTONE EUGENE L TR ET AL	612 ROYER		\$0.00
TOTAL: \$0.00					
11	ARREOLA CONSUELO V				

POID	NAME	CONTACT NAME		CONTACT EMAIL	CONTACT PHONE	
MAP KEY	APN	NAME ON FILE		STREET #	BUSINESS NAME	ASSESSMENT
13	013072005000	ARREOLA CONSUELO V		116 LINDA		\$0.00
TOTAL: \$0.00						
13	BALASSI TED				707-964-5705	
163	013164011000	BALASSI TED		625 OAK		\$0.00
164	013164012000	BALASSI TED		621 OAK		\$0.00
TOTAL: \$0.00						
14	BATES MICHAEL C					
183	013172010000	BATES MICHAEL C		509 ROYER		\$0.00
TOTAL: \$0.00						
21	BUTLER JEANETTE R				916-645-0155	
172	013171003000	BUTLER JEANETTE R		619 ROYER		\$0.00
TOTAL: \$0.00						
30	COHN CHARLES S & KATHLEEN FINNIGAN					
142	013154011000	COHN CHARLES S & KATHLEEN FINNIGAN		527 OAK		\$0.00
TOTAL: \$0.00						
31	CONCHAS ISABEL				916-782-3675	
133	013154002000	CONCHAS ISABEL		504 ROYER		\$0.00
TOTAL: \$0.00						
35	DANIELSEN EUGENE R & DANIELSEN ANN M TR				916-983-2606	
182	013172009000	DANIELSEN EUGENE R & DANIELSEN ANN M TR		515 ROYER		\$0.00
TOTAL: \$0.00						
38	DOMINGO AMY & NATHAN				916-625-0896	
171	013171002000	DOMINGO AMY & NATHAN		623 ROYER		\$0.00
TOTAL: \$0.00						
43	ESIDGE PAUL R & ESIDGE DONNA PICHES					

POID	NAME	CONTACT NAME		CONTACT EMAIL	CONTACT PHONE	
MAP KEY	APN	NAME ON FILE		STREET #	BUSINESS NAME	ASSESSMENT
118	013153001000	ESIDGE PAUL R & ESIDGE DONNA PICHES		114 TAYLOR		\$0.00
TOTAL: \$0.00						
44	FELLER DAVID P & KATHLEEN E				916-786-9058	
139	013154008000	FELLER DAVID P & KATHLEEN E		528 ROYER		\$0.00
TOTAL: \$0.00						
45	FOOTEMURPHY SUSAN					
180	013172007000	FOOTEMURPHY SUSAN		523 ROYER		\$0.00
TOTAL: \$0.00						
49	GARCIA MARIA				916-780-9211	
27	013073020000	GARCIA MARIA		223 JEFFERSON		\$0.00
TOTAL: \$0.00						
50	GEORGIS KAREN ANN					
137	013154006000	GEORGIS KAREN ANN		520 ROYER		\$0.00
TOTAL: \$0.00						
51	GUILD COURTNEY ET AL					
136	013154005000	GUILD COURTNEY ET AL		516 ROYER		\$0.00
TOTAL: \$0.00						
56	HICKS ROBERT H TR					
105	013152004000	HICKS ROBERT H TR		608 OAK		\$0.00
TOTAL: \$0.00						
57	HILL WILLIAM J & GINESI NANCY				916-783-9090	
9	013072001000	HILL WILLIAM J & GINESI NANCY		222 JEFFERSON		\$0.00
TOTAL: \$0.00						
59	HOWARD KELLY L					
106	013152005000	HOWARD KELLY L		612 OAK		\$0.00
TOTAL: \$0.00						

POID	NAME		CONTACT NAME	CONTACT EMAIL	CONTACT PHONE	
MAP KEY	APN	NAME ON FILE		STREET #	BUSINESS NAME	ASSESSMENT
60	HUDSON RANDOLPH W & HUDSON SHANNON TR					
121	013153005000	HUDSON RANDOLPH W & HUDSON SHANNON TR		518 OAK		\$0.00
TOTAL: \$0.00						
61	HUTTULA JANET DARLENE TR					
146	013154015000	HUTTULA JANET DARLENE TR		511 OAK		\$0.00
TOTAL: \$0.00						
64	JOHNSON RICHARD A & PATRICIA L				916-783-3842	
144	013154013000	JOHNSON RICHARD A & PATRICIA L		519 OAK		\$0.00
TOTAL: \$0.00						
66	KINCAID CONNIE L TRUSTEE					
166	013164014000	KINCAID CONNIE L TRUSTEE		615 OAK		\$0.00
TOTAL: \$0.00						
67	KINCAID CONNIE L TTEE					
117	013152020000	KINCAID CONNIE L TTEE		616 OAK		\$0.00
TOTAL: \$0.00						
71	LARSON IRENE M TRUSTEE					
113	013152016000	LARSON IRENE M TRUSTEE		110 JUDAH		\$0.00
TOTAL: \$0.00						
73	LENHART ERIC J					
26	013073019000	LENHART ERIC J		217 JEFFERSON		\$0.00
TOTAL: \$0.00						
74	LOHSE FREDERIC J & PATRICIA L TRUSTEES				916-783-0355	
143	013154012000	LOHSE FREDERIC J & PATRICIA L TRUSTEES		523 OAK		\$0.00
TOTAL: \$0.00						
75	LOHSE THOMAS & CONSTANCE TRUSTEES				916-782-2987	

POID	NAME	CONTACT NAME	CONTACT EMAIL	CONTACT PHONE
MAP KEY	APN	NAME ON FILE	STREET #	BUSINESS NAME
122	013153006000	LOHSE THOMAS & CONSTANCE TRUSTEES	522 OAK	ASSESSMENT \$0.00
TOTAL: \$0.00				
76	LONGWAY CURTIS S TTEE			
134	013154003000	LONGWAY CURTIS S TTEE	508 ROYER	\$0.00
TOTAL: \$0.00				
80	MASCORRO HOMER			
173	013171004000	MASCORRO HOMER	615 ROYER	\$0.00
TOTAL: \$0.00				
84	MENTESH WILLIAM M & IBRAHIM M			916-773-6873
95	013131007000	MENTESH WILLIAM M & IBRAHIM M	427 OAK	\$0.00
TOTAL: \$0.00				
86	MOJICA EDWARD TR ET AL			916-783-6211
120	013153004000	MOJICA EDWARD TR ET AL	514 OAK	\$0.00
TOTAL: \$0.00				
88	NICOLATTI CAROLINE			
165	013164013000	NICOLATTI CAROLINE	619 OAK	\$0.00
TOTAL: \$0.00				
92	PAZGOMEZ LILIAN H			
108	013152008000	PAZGOMEZ LILIAN H	628 OAK	\$0.00
TOTAL: \$0.00				
93	PEAT LISA ANN TR ET AL			
148	013154017000	PEAT LISA ANN TR ET AL	202 TAYLOR	\$0.00
TOTAL: \$0.00				
99	PRIZMICH KERRY F TR ET AL			
96	013131008000	PRIZMICH KERRY F TR ET AL	423 OAK	\$0.00
TOTAL: \$0.00				

POID	NAME	CONTACT NAME		CONTACT EMAIL	CONTACT PHONE
MAP KEY	APN	NAME ON FILE	STREET #	BUSINESS NAME	ASSESSMENT
102	RAMIREZ LIMITED PARTNERSHIP				
109	013152009000	RAMIREZ LIMITED PARTNERSHIP	632 OAK		\$0.00
TOTAL: \$0.00					
104	REAFSNYDER DAVID A & SHERLYN A				530-268-8864
28	013073021000	REAFSNYDER DAVID A & SHERLYN A	221 JEFFERSON		\$0.00
TOTAL: \$0.00					
107	ROSELER HEIDI K				
23	013073015000	ROSELER HEIDI K	213 JEFFERSON		\$0.00
TOTAL: \$0.00					
111	ROYER CAROLYN TTEE				
181	013172008000	ROYER CAROLYN TTEE	519 ROYER		\$0.00
TOTAL: \$0.00					
116	SARACENI ALFRED J & SANDRA L				916-786-5005
107	013152007000	SARACENI ALFRED J & SANDRA L	624 OAK		\$0.00
TOTAL: \$0.00					
127	THEIS DAVID & MARSHA L TTEE				
140	013154009000	THEIS DAVID & MARSHA L TTEE	532 ROYER		\$0.00
TOTAL: \$0.00					
130	TROY MICHAEL & ANNE MARIE TRUSTEES				916-652-5348
160	013164005000	TROY MICHAEL & ANNE MARIE TRUSTEES	616 ROYER		\$0.00
TOTAL: \$0.00					
132	ULRICH DANIEL				
138	013154007000	ULRICH DANIEL	524 ROYER		\$0.00
TOTAL: \$0.00					
137	WARD LINDA L & DANIEL R				
161	013164009000	WARD LINDA L & DANIEL R	629 OAK		\$0.00

POID	NAME		CONTACT NAME	CONTACT EMAIL	CONTACT PHONE
MAP KEY	APN	NAME ON FILE	STREET #	BUSINESS NAME	ASSESSMENT
TOTAL: \$0.00					
138	WILLIAMS JIMMY R & ROLANDA E				916-771-5931
21	013073002000	WILLIAMS JIMMY R & ROLANDA E	205 JEFFERSON		\$0.00
TOTAL: \$0.00					
Total Assessment: \$240,670.01					

February 16, 2016

To Management

Downtown Roseville Partnership
103 Lincoln Street
Roseville, CA 95678

We have prepared the accompanying Statement of Financial Position – accrual basis of Downtown Roseville Partnership, Inc. as of December 31, 2015, and the related Statements of Activities, and Cash Flows for the year ending December 31st, 2015. We have not audited, reviewed or compiled the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with the accrual basis of accounting.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the accrual basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the accrual basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Sincerely,

Thomas A. Carlson CPA

Downtown Roseville Partnership
Statement Of Activities
January-December 2015

	<u>Total</u>
Revenue	
Assessment Income	\$ 228,457
General Benefit Income	4,000
Refunds	<u>(2,426)</u>
Total Revenue	<u>230,031</u>
Gross Profit	\$ 230,031
Expenditures	
Amortization Expense	8,515
Contingency & Renewal	500
Contract Labor	12,405
Insurance	1,166
Legal & Professional Fees	2,300
Maintenance	22,450
Marketing	13,611
Office Expenses	<u>411</u>
Total Expenditures	\$ <u>61,357</u>
Net Operating Revenue	\$ <u>168,673</u>
Net Revenue	<u><u>\$ 168,673</u></u>

See Accountant's Report

Downtown Roseville Partnership
Statement Of Financial Position
December 31, 2015

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
Cash in Bank - Checking	\$ 102,627
Total Bank Accounts	102,627
Accounts Receivable	
Accounts Receivable	4,000
Total Accounts Receivable	4,000
Total Current Assets	\$ 106,627
Other Assets	
Organizational Costs	57,489
Website Design	14,049
Accumulated Amortization	(11,349)
Total Other Assets	60,189
TOTAL ASSETS	\$ 166,816
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	500
Total Short-Term Liabilities	500
Long-Term Liabilities	
Loan Payable	500
Total Long-Term Liabilities	500
Total Liabilities	\$ 1,000
Equity	
Retained Earnings	(2,857)
Net Revenue	168,673
Total Equity	165,816
TOTAL LIABILITIES AND EQUITY	\$ 166,816

See Accountant's Report

**Downtown Roseville Partnership
Statement Of Cash Flows
January-December 2015**

	<u>Total</u>
CASH FLOW FROM OPERATING ACTIVITIES	
Net Revenue	\$ 168,173.00
Accounts Receivable	\$ (4,000.00)
Accumulated Amortization	\$ 8,515.62
Accounts Payable	<u>\$ 1,000.00</u>
Net cash provided by operating activities	\$ 173688.62
INVESTING ACTIVITIES	
Organizational Costs	\$ (14,982.36)
Website Design	<u>\$ (14,049.00)</u>
Net cash provided by investing activities	\$ (29,031.36)
FINANCING ACTIVITIES	
Loan Payable	\$ (43,500.00)
Opening Balance Equity	<u>\$ 1,470.00</u>
Net cash provided by financing activities	<u>\$ (42,030.00)</u>
Net cash increase for period	<u>\$ 102,627.26</u>
Cash at end of period	<u><u>\$ 102,627.26</u></u>

See Accountant's Report

Downtown Roseville PBID

Date: 07/24/2014



RESOLUTION NO. 16-325

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

WHEREAS, a Downtown Roseville Property and Business Improvement District
Management Agreement, by and between the City of Roseville and the Downtown Roseville
Partnership, has been reviewed by the City Council; and

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

**DOWNTOWN ROSEVILLE PROPERTY AND BUSINESS
IMPROVEMENT DISTRICT MANAGEMENT AGREEMENT**

THIS DOWNTOWN ROSEVILLE PROPERTY AND BUSINESS IMPROVEMENT DISTRICT MANAGEMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2016, by and between the City of Roseville, a municipal corporation ("CITY"), and the Downtown Roseville Partnership, a California nonprofit corporation.

W I T N E S S E T H:

WHEREAS, at the request of downtown Roseville property owners, the Downtown Roseville Property and Business Improvement District ("District") was established by the City Council of the City of Roseville on August 6, 2014, by Resolution No. 14-353 (the "Resolution"), pursuant to the Property and Business Improvement District Law of 1994 (the "PBID Statute"), codified in Streets and Highways Code §§ 36600 *et seq.*, the boundaries of which are as described in Section IV of the District's Management Plan ("Plan"), which is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the Resolution authorized the assessment of a levy by CITY upon property owners within the District (the "Assessment(s)"), which Assessments are earmarked solely to fund the improvements, maintenance, and activities that benefit properties in the District, in accordance with the Plan approved by the City in Resolution 14-353 pursuant to Section 36622 of the PBID Statute; and

WHEREAS, pursuant to Section 36651 of the PBID Statute, CITY shall contract with an Owners' Association to administer and implement the improvements, maintenance, and activities of the District designated in the Plan; and

WHEREAS, pursuant to this Agreement, the Roseville City Council designates the Downtown Roseville Partnership as the Owners' Association to oversee the administration of the District; and

WHEREAS, the Downtown Roseville Partnership, as a private, nonprofit corporation, represents that it possesses the labor and professional skills and expertise to administer and implement the improvements, maintenance, and activities of the District.

NOW, THEREFORE, the parties agree as follows:

1. Services. Downtown Roseville Partnership shall administer and implement all of the improvements, maintenance, and activities of the District as stated, listed, or otherwise described in the Plan. Downtown Roseville Partnership agrees that all funds received from CITY for implementation of the Plan shall be subject to separate accounting and shall comply with the requirements of this Agreement and the Plan. All funds received pursuant to this Agreement shall be exclusively expended for the provision of activities for the District which provide a unique benefit to properties within the District. Downtown Roseville Partnership

shall be liable to and shall reimburse CITY for any and all expenditure of funds contrary to this Agreement or the Plan.

2. Term. This Agreement shall be effective as of the date executed by all parties and shall continue until December 31, 2019, unless terminated earlier as set forth in Section 16 of this Agreement.

3. Collection of Assessments. CITY shall receive the property tax Assessments from Placer County or via CITY's collection of handbills. Within thirty (30) calendar days of receipt of Assessments, CITY shall remit the Assessments to the Downtown Roseville Partnership. Downtown Roseville Partnership shall pay CITY an administrative fee of two percent (2%) of the total amount of Assessments collected to reimburse CITY for its administrative expenses in receiving and processing the Assessments. Such administrative fee shall be deducted by CITY out of the Assessments remitted to the Downtown Roseville Partnership. Neither CITY's general fund nor any other fund or monies of CITY, other than the actual Assessments received by CITY, is liable for any payment under this Agreement. Obligations under this Agreement are not a debt of CITY, nor are they a legal or equitable pledge, charge, lien, or encumbrance upon any of CITY's property, income, receipts, or revenues.

4. Indemnification. To the fullest extent allowed by law, Downtown Roseville Partnership 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 Downtown Roseville Partnership'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.

To the fullest extent allowed by law, CITY shall defend, indemnify, and save and hold harmless Downtown Roseville Partnership, 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 CITY'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 Downtown Roseville Partnership's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

The parties' 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. Downtown Roseville Partnership 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

a. Form. Downtown Roseville Partnership 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. Downtown Roseville Partnership 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. Such insurance shall specifically cover the contractual liability of the Downtown Roseville Partnership. The additional insured coverage under Downtown Roseville Partnership'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. Downtown Roseville Partnership shall provide ten (10) calendar days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

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

e. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be

satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

f. Waiver of Subrogation. Downtown Roseville Partnership hereby agrees to waive subrogation which any insurer of Downtown Roseville Partnership may acquire from Downtown Roseville Partnership by virtue of the payment of any loss under a Workers Compensation or Commercial General Liability policy. All Workers Compensation and Commercial General 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 Downtown Roseville Partnership, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Downtown Roseville Partnership 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.

h. Subcontractors. Downtown Roseville Partnership 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, Downtown Roseville Partnership shall require its subcontractors to agree to be bound to Downtown Roseville Partnership and CITY in the same manner and to the same extent as Downtown Roseville Partnership is bound to CITY under this Agreement. Additionally, Downtown Roseville Partnership 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.

6. Access to Records. Upon reasonable advance written notice, duly authorized representatives of CITY shall have right of access during normal business hours to Downtown Roseville Partnership's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

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

8. Compliance with Laws. Downtown Roseville Partnership shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement including, but not limited to, the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code) and the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).

9. Prevailing Wage Laws. Downtown Roseville Partnership shall comply with all applicable prevailing wage laws for work qualifying as a public works project pursuant to Section 1720 *et seq.* of the California Labor Code. Downtown Roseville Partnership shall not retain a contractor or subcontractor to work on a public works project unless such contractor or subcontractor is registered with the Department of Industrial Relations pursuant to California

Labor Code Section 1725.5. Downtown Roseville Partnership shall be responsible for ensuring that these contractor registration requirements are adhered to since public works projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Furthermore, as required by Section 1773.3 of the California Labor Code, Downtown Roseville Partnership shall notify the Department of Industrial Relations of all public works projects within five (5) days of the award of a contract to a contractor for a public works project.

10. Ability to Perform. Downtown Roseville Partnership agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

11. Assignment. Downtown Roseville Partnership is employed to perform unique personal services. Downtown Roseville Partnership shall not assign this Agreement without the prior written consent of CITY.

12. Independent Contractor. Downtown Roseville Partnership 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. Representation and Warranties. Downtown Roseville Partnership warrants that it has not employed or retained any company or person, other than a bona fide employee working for Downtown Roseville Partnership, 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.

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 materials ("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, Downtown Roseville Partnership hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by Downtown Roseville Partnership in its performance under this Agreement. The definition of Material includes all written and other tangible expressions, including but not limited to, 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, that are acquired or created by Downtown Roseville Partnership in accordance with the Plan. All Material is, and shall remain, the property of CITY, however, Downtown Roseville Partnership shall have the right to use all Material to perform the services required of it under the terms of this Agreement.

Upon request, Downtown Roseville Partnership shall execute any documents necessary to effectuate such assignment. In the event that Downtown Roseville Partnership uses,

employs, designates, or retains any person or entity who is not an employee of Downtown Roseville Partnership, to perform any work required of it pursuant to this Agreement, Downtown Roseville Partnership shall require said person or entity to execute an agreement containing the preceding section.

16. Termination of Agreement. Either party may terminate this Agreement without cause by giving the other party thirty (30) calendar days advance written notice. In the event of termination, Downtown Roseville Partnership shall release to CITY 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. CITY may terminate this Agreement without notice if the District is dissolved under the provisions of the PBID Statute. Upon any termination prior to expiration of the term of this Agreement, Downtown Roseville Partnership shall do all of the following as expeditiously as is reasonably possible: terminate all of its activities on behalf of the District, pay all obligations and administration costs it incurred on behalf of the District, and return to CITY all remaining District funds and all assets acquired with District funds. CITY shall dispose of all returned funds and assets in accordance with § 36660 and § 36671 of the PBID Statute.

17. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and 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.

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

19. 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.

20. 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	Downtown Roseville Partnership
Rob Jensen, City Manager City of Roseville 311 Vernon Street Roseville, CA 95678	Douglas Wagemann, President Downtown Roseville Partnership 103 Lincoln Street Roseville, CA 95678

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

21. 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 _____, 2016, and the Downtown Roseville Partnership has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation	DOWNTOWN ROSEVILLE PARTNERSHIP, a California nonprofit corporation
BY: _____ ROB JENSEN City Manager	BY: _____ DOUGLAS WAGEMANN President
ATTEST:	and
BY: _____ SONIA OROZCO City Clerk	BY: _____ ANNE CHACON Secretary
APPROVED AS TO FORM:	
BY: _____ ROBERT R. SCHMITT City Attorney	
APPROVED AS TO SUBSTANCE:	
BY: _____ CHRIS ROBLES Economic Development Director	

EXHIBIT A

Management District Plan Downtown Roseville PBID



Management District Plan

Downtown Roseville PBID

July 28, 2014

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Prepared by Civitas
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(800)999-7781

I. OVERVIEW

Developed by a growing coalition of property owners, the Downtown Roseville Property and Business Improvement District (DRPBID) is a benefit assessment district whose main goal is to provide improvements and activities which constitute and create a special benefit to assessed parcels. This approach has been used successfully in other cities throughout the country to provide special benefits to property owners, namely increased sales, attraction of new tenants, increased occupancies, and specifically increased property values. As required by state law, property owners have created this Management District Plan (Plan) to form the DRPBID.

- Location:** The District generally includes parcels in that portion of Downtown Roseville bound by Walnut Street on the north, Atlantic Street on the west, and Douglas Boulevard on the south. The eastern boundary extends 2-3 parcels deep fronting the east edge of Linda Drive between Walnut Street and Lincoln Street, the western boundary of parcels fronting the west edge of Park Drive between Lincoln Street and Taylor Street, and Gopher Gulch Alley between Judah Street and Douglas Boulevard. A detailed boundary description is included in Section IV of this Plan.
- Purpose:** The purpose of the DRPBID is to provide activities and improvements which constitute and create a special benefit to assessed parcels. The DRPBID will provide beautification, maintenance and landscaping; security; advocacy and administration; and marketing directly and only to assessed parcels within its boundaries.
- Budget:** The total DRPBID assessment for the initial year of its five-year operation is anticipated to be \$234,635.98. The assessment may be subject to an increase in assessment rates of no more than three percent (3%) per year. The assessment funding will be supplemented by non-assessment funds so that the total District service budget will be \$238,577.83 for the initial year of operation.
- Cost:** The annual assessment rate is \$0.13 per parcel square foot, plus \$8.50 per linear front foot along Vernon Street. The annual assessment rate for private tax-exempt parcels is \$0.0195 per parcel square foot, plus \$1.275 per linear front foot along Vernon Street. Parcels zoned and used exclusively for single-family residential purposes and parcels occupied by publicly-owned parking garages will not be assessed. Assessment rates may be subject to an increase of no more than three percent (3%) per year.
- Formation:** DRPBID formation requires submittal of petitions from property owners representing more than 50% of the total assessment. The “Right to Vote on Taxes Act” (also known as Proposition 218) requires a ballot vote in which more than 50% of the ballots received, weighted by assessment, be in support of the DRPBID.
- Duration:** The DRPBID will have a five-year-life beginning January 1, 2015 and ending December 31, 2019. By July 2019, the petition, ballot, and City Council hearing process must be repeated for the DRPBID to be renewed.
- Management:** A new nonprofit corporation, the Downtown Roseville Partnership, will serve as the Owners’ Association for the DRPBID.

II. IMPETUS

There are several reasons why now is the time to form the DRPBID. The most compelling reasons are as follows.

1. The Need to be Proactive in Determining the Future of Downtown Roseville.

In order to protect their investment, parcel owners must be partners in the process that determines the level and frequency of services, and how new improvements and development projects are implemented. The DRPBID will allow these owners to lead and shape future services and improvements through the DRPBID.

2. The Need to Attract New Business and Investment Throughout Downtown Roseville.

If Downtown Roseville is to compete as a successful commercial district it must develop its own well-financed, proactive strategy to retain businesses and tenants as well as attract new business and investment. The DRPBID provides the financial resources to develop and implement a focused strategy that will work to prevent and fill vacancies and attract new tenants to all areas of Downtown Roseville.

3. An Opportunity to Create a Private/Public Partnership with a Unified Voice for Downtown Roseville.

Because parcel owners would be investing financial resources through the DRPBID, they will be looked upon as a strong partner in negotiations with the City. This partnership will have the ability to leverage the parcel owner's investment with additional public investment in Downtown Roseville.

4. An Opportunity to Establish Private Sector Management and Accountability.

A non-profit, private organization formed for the sole purpose of improving Downtown Roseville will manage the services provided and the DRPBID. Annual DRPBID work plans and budgets are developed by a board composed of stakeholders that own property in the Downtown Roseville. Improvements and activities provided by the DRPBID are subject to private sector performance standards, controls, and accountability.

III. BACKGROUND

The International Downtown Association estimates that more than 1,500 Property and Business Improvement Districts (PBIDs) currently operate throughout the United States and Canada. PBIDs are a time-tested tool for property owners who wish to come together and obtain collective services which benefit their properties.

PBIDs provide supplemental services in addition to those provided by local government. They may also finance physical and capital improvements. These improvements and activities are concentrated within a distinct geographic area and are funded by a special parcel assessment. Services and improvements are only provided to those who pay the assessment.

Although funds are collected by the local government, they are then directed to a private nonprofit. The nonprofit implements services and provides day-to-day oversight. The nonprofit is managed by a Board of Directors representing those who pay the assessment, to help ensure the services meet the needs of property owners and are responsive to changing conditions within the PBID.

PBIDs all over the globe have been proven to work by providing services that improve the overall viability of commercial districts, resulting in higher property values, lease rates, occupancy rates, and sales volumes.

The DRPBID will be formed pursuant to a state law that took effect in January of 1995. The “Property and Business Improvement District Law of 1994,” which was signed into law by Governor Pete Wilson, ushered in a new generation of Property and Business Improvement Districts in California. Key provisions of the law include:

- Allows a wide variety of services which are tailored to meet specific needs of assessed properties in each individual PBID;
- Requires property owner input and support throughout the formation process;
- Requires written support on both a petition and ballot from property owners paying 50% of proposed assessments;
- Allows for a designated, private nonprofit corporation to manage funds and implement programs, with oversight from property owners and the City;
- Requires limits for assessment rates to ensure that they do not exceed the amount owners are willing to pay; and
- Requires the PBID be renewed after a certain time period, making it accountable to property owners.

The “Property and Business Improvement Business District Law of 1994” is provided in Appendix 1 of this document.

IV. BOUNDARIES

The District generally includes parcels in that portion of Downtown Roseville bound by Walnut Street on the north, Atlantic Street on the west, and Douglas Boulevard on the south. The eastern boundary extends 2-3 parcels deep fronting the east edge of Linda Drive between Walnut Street and Lincoln Street, the western boundary of parcels fronting the west edge of Park Drive between Lincoln Street and Taylor Street, and Gopher Gulch Alley between Judah Street and Douglas Boulevard. The boundaries are shown in the map below. A more detailed boundary description is available in the Engineer's Report.

The service area includes approximately 132 parcels with 72 owners. The DRPBID boundary is illustrated by the map in Appendix III. A larger map is available on request by calling (916)437-4300 or (800)999-7781.



V. SERVICE PLAN & BUDGET

A. Establishment

Property and business owners in Downtown Roseville have been concerned about the need for coordinated supplemental services in the area for several years. City services and efforts in the area have been welcomed, but limited resources have not allowed for a more comprehensive approach to managing the commercial area.

A service plan to provide special benefits to assessed properties was developed using several methods. A series of property owner meetings, a survey of property owners, and an analysis of current property conditions and needs were all conducted. The primary needs identified were: beautification, maintenance, landscaping, marketing, security, and advocacy. To meet those needs, the DRPBID will provide beautification, maintenance and landscaping; security; advocacy and administration; and marketing directly and only to assessed parcels within its boundaries.

B. Improvements and Activities

The DRPBID will provide supplemental improvements and activities that are above and beyond those provided by the City and other government agencies. None of the services to be provided by the DRPBID are provided by the City and other government agencies. The improvements and activities will be provided directly and only to assessed parcels; they will not be provided directly to parcels that are not assessed or to the public-at-large. Each and every service is unique to the DRPBID, thus the benefits provided are particular and distinct to each assessed parcel.

1. Maintenance, Landscaping, and Beautification

Maintenance, landscaping, and beautification services will be provided directly and only to assessed parcels. These services will constitute and create a special benefit to the assessed parcels. Assessed parcels will be cleaner, more attractive, and more accessible to potential tenants and customers.

Maintenance efforts will include regular servicing of beautification installations (tree lights, hanging planter boxes), landscaping and lighting infrastructure maintenance, litter removal, sidewalk pressure washing, gutter cleaning, and enhanced Town Square maintenance.

Landscaping efforts will include tree trimming, leaf removal, shrubbery maintenance, and maintenance of plants in medians.

Beautification efforts will include installation of tree lights, installation of hanging planter boxes, seasonal and branding banner flags, and painting tree grates and light poles.

2. Security

The security program will be provided directly and only to assessed parcels, to increase safety on those parcels. The increased safety is expected to create the benefits of increased occupancy, lease rates, and commerce on assessed parcels.

Private security patrols will be deployed throughout the District. The patrols will work to prevent and respond to incidents occurring on assessed parcels. To maximize the special benefit to parcels from the security program, District security efforts will be coordinated with the Roseville Police Department and private security provided by property owners. An evening escort service will be implemented to accompany tenants on the walk between their buildings and parking lots.

3. Marketing

Marketing efforts will be undertaken to raise awareness of the District as a place to dine, shop, and do business. Marketing efforts may include purchasing advertising on billboards and sponsoring special events to bring new and returning customers to the District. All marketing services will be designed and intended to specially benefit the assessed parcels via increased commerce, occupancy rates, and lease rates.

4. Advocacy and Administration

The advocacy program will work closely with property owners to identify and represent their needs and concerns, and keep them informed of the District's efforts on behalf of the assessed parcels. The District will provide a unified voice to represent the best interests of the assessed parcels. The advocacy program will include representation of the parcels' best interests at the local government level, with the City Council, city staff, and various other public agencies whose operations impact the assessed parcels. If needed, the advocacy program will also work with state and federal agencies whose operations impact the assessed parcels.

The administration portion of the budget will be utilized for administrative costs associated with providing the services. Those costs may include rent, telephone charges, legal fees, accounting fees, postage, administrative staff, insurance, and other general office expenses.

The City of Roseville and the County of Placer will each be paid a fee to cover their costs of collecting and forwarding the assessment. The County of Placer shall retain a fee equal to one percent (1%) of the amount collected. The City of Roseville will retain a fee equal to no more than two percent (2%) of the amount collected. The total City and County collection costs will not exceed three percent (3%) of the amount collected.

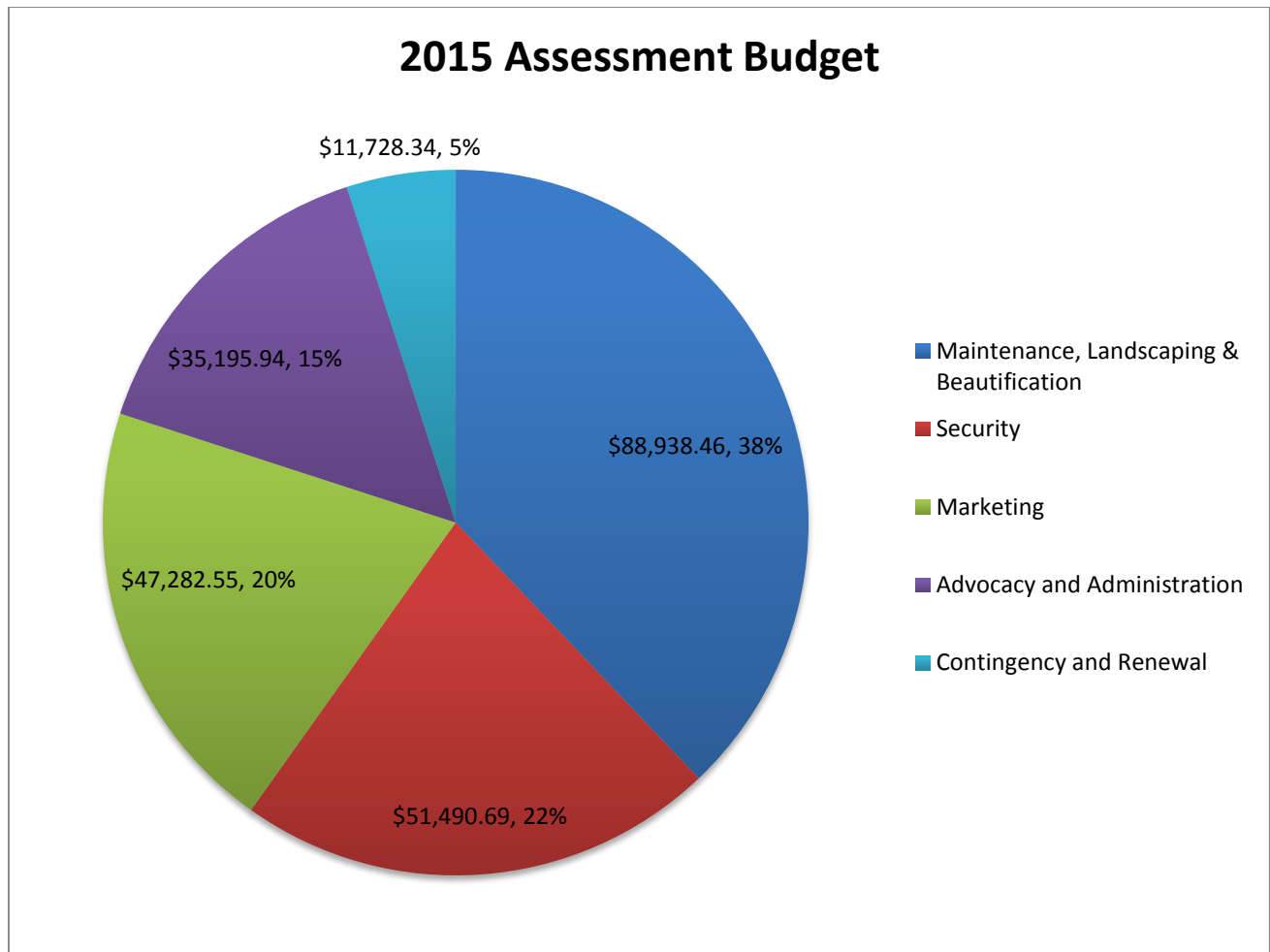
C. Annual Budget

A projected five-year budget for the DRPBID is provided below. The overall budget shall remain consistent with this Plan. The annual budget is subject to the following assumptions and conditions:

1. The cost of providing improvements and activities may vary depending upon the market cost for those improvements and activities. Expenditures may require adjustment up or down to continue the intended level of improvements and activities. Funds not spent in any given year may be rolled over to the next year.
2. The assessment rate may be subject to annual increases that will not exceed three percent (3%) per year. Increases will be determined by the Downtown Roseville Partnership and will vary each year. The projections below illustrate the maximum annual three percent (3%) increase for all budget items.
3. The Downtown Roseville Partnership shall annually have the ability to re-allocate up to fifteen percent (15%) of the total budget by line item within the budgeted categories. Any change will be submitted with the Annual Report.
4. The annual budget includes a contingency reserve. Changes in data and other issues may change the revenue and expenses. In order to buffer the organization for unexpected changes in revenue and service costs, and/or allow the DRPBID to fund other overhead or renewal costs, the reserve is included as a budget item.
5. If there are contingency funds remaining at the end of the DRPBID's term, those funds may be used for the costs of renewing the DRPBID.
6. In the event of a legal challenge against the DRPBID, any and all assessment funds may be used for the cost of defending the District.

D. Assessment Service Budget

The total annual District assessment budget for 2015 is \$234,635.98. Parcel owners will contribute the entire assessment amount through parcel assessments. The total assessment funding will be supplemented by non-assessment funds so that the total service budget for the District for 2015 is \$238,577.83. The total of non-assessed and assessment funds and the determination of special versus general benefit is included in the Engineer's Report. The assessment may be subject to an increase in the assessment rate of no more than three percent (3%) per year. In the initial year of operation the costs of forming the District may be repaid, in an amount not to exceed \$57,650. Funds used to repay formation costs shall be proportionally deducted from the budget categories below.



E. Annual Maximum Assessment Budget

The budget below assumes the maximum annual increase is enacted and that there are no changes to parcels or the categorical budget allocations. The assessment will be supplemented by outside fund as described in the Engineer's Report.

Category	%*	2015	2016	2017	2018	2019
Maintenance, Landscaping & Beautification	38%	\$88,938.46	\$91,606.61	\$94,354.81	\$97,185.45	\$100,101.01
Security	22%	\$51,490.69	\$53,035.41	\$54,626.47	\$56,265.26	\$57,953.22
Marketing	20%	\$47,282.55	\$48,701.03	\$50,162.06	\$51,666.92	\$53,216.93
Advocacy & Administration	15%	\$35,195.94	\$36,251.82	\$37,339.37	\$38,459.55	\$39,613.34
Contingency & Renewal	5%	\$11,728.34	\$12,080.19	\$12,442.60	\$12,815.88	\$13,200.36
TOTALS	100%	\$234,635.98	\$241,675.06	\$248,925.31	\$256,393.06	\$264,084.86

*Percentages have been rounded for simplicity.

VI. GOVERNANCE

A. Owners' Association

The City Council, through adoption of this Management District Plan, has the right, pursuant to Streets and Highways Code section 36651 (as attached in Appendix 1), to identify the body that shall implement the proposed program, which shall be the Owners' Association of the District. The City Council has identified the Downtown Roseville Partnership as the nonprofit corporation that will serve as the Owners' Association, with oversight from the City Council via the annual report process. The Partnership's Board of Directors and its staff are charged with the day-to-day operations of the District. The Partnership will be responsible for the day-to-day program implementation and decision-making, within the guidelines of this Plan.

A majority of the members of the Downtown Roseville Partnership's Board of Directors shall be property owners, or representatives of property owners, who are paying the District assessment. The Board's composition shall include representatives of small, medium, and large parcels throughout the District.

As a private non-profit corporation, the Partnership may also engage in non-PBID activities related to its exempt purposes, which may include management of the Vernon Street Landscape and Lighting District.

B. Brown Act & Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association is considered a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the Downtown Roseville Partnership board of directors and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act.

C. Annual Report

The Downtown Roseville Partnership shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report is a prospective report for the upcoming year and must include:

- Any proposed changes in the boundaries of the DRPBID or in any benefit zones or classification of property within the district;
- The improvements and activities to be provided for that fiscal year;
- An estimate of the cost of providing the improvements or activities for that fiscal year;
- The method and basis of levying the assessment in sufficient detail to allow each real property owner to estimate the amount of the assessment to be levied against his or her property for that fiscal year;
- The amount of any surplus or deficit revenues to be carried over from a previous fiscal year; and
- The amount of any contributions to be made from sources other than assessments levied pursuant to this Plan.

VII. ASSESSMENT METHODOLOGY

A. Base Formula

Property owners and other Downtown Roseville stakeholders have emphasized that an assessment formula for the DRPBID be fair, balanced, and commensurate with benefits received. Each parcel will be assessed based on special benefits received, as described in the Engineer's Report. The variables used for the annual assessment formula are tax status, parcel use, parcel square footage, and linear frontage on Vernon Street.

The annual assessment on parcels throughout the District is thirteen cents (\$0.13) per parcel square foot, plus \$8.50 per linear front foot along Vernon Street. The annual assessment rate for private tax-exempt parcels is \$0.0195 per parcel square foot, plus \$1.275 per linear front foot along Vernon Street. Parcels zoned and used exclusively for single-family residential purposes and parcels occupied by publicly-owned parking garages will not be assessed. Assessment rates may be subject to an increase of no more than three percent (3%) per year. For example, a commercial parcel with 1,000 square feet and 100 linear feet along Vernon Street would pay \$980.00 ($1,000 \times \$0.13 + 100 \times \8.50) in the initial year. The same parcel, if it were private tax-exempt, would pay \$147.00 ($1,000 \times \$0.0195 + 100 \times \1.275) in the initial year. If you would like more information about parcel assessments, please call Civitas at (916)437-4300 or (800)999-7781.

Parcel square footage is the size of the parcel, measured in square feet. It is an appropriate measure of special benefit because it relates to the highest and best use of a parcel, and reflects the long-term value implications of the DRPBID. The larger a parcel is, the more services and benefit it will receive. "Because not all parcels in the district are identical in size... some will receive more special benefit than others."¹

Linear street frontage is the length of that portion of the parcel which touches Vernon Street, measured in linear feet. It is also an appropriate measure of special benefit. Linear street frontage is relevant to each parcels' special benefit received from services provided along its perimeter. The more frontage a parcel has, the more services and benefit it will receive.

B. Exceptions to Parcel Assessments

Except for parking garages, government parcels will receive and specially benefit from all of the District's services, thus they will pay the full assessment rate applicable to the zone in which they are located. Because of their unique nature, publicly-owned parking garages will not receive services nor be assessed. The District's services are not designed to benefit parcels with single-family residential uses and zoning, or residential portions of mixed-use parcels, thus those parcels will neither be assessed or receive services. Because of their non-commercial, non-public nature, parcels owned and utilized by private tax-exempt organizations will be assessed at a rate of \$0.0195 per parcel square foot, plus \$1.275 per linear front foot along Vernon Street.

Further detail on the benefit to government, residential, and tax-exempt parcels is available in the Engineer's Report.

C. Assessment Notice

During the hearing process, an Assessment Notice will be sent to owners of each parcel in the DRPBID. The Assessment Notice provides an estimated assessment. The final individual assessment for any particular parcel may change, up or down, if the tax status, parcel use, parcel square footage, or linear

¹ *Dahms v. Downtown Pomona* (2009) 173 Cal.App.4th 1201.

frontage on Vernon Street differ from those found on the Assessment Notice. A list of parcels to be included in the DRPBID is provided within Appendix 2.

D. Time and Manner for Collecting Assessments

As provided by State Law, the DRPBID assessment will appear as a separate line item on annual property tax bills prepared by the County of Placer. Parcels which do not receive property tax bills will be invoiced by the City. Property tax bills are generally distributed in the fall, and payment is expected by lump sum or installment. The County of Placer shall distribute funds collected to the City of Roseville, which will then forward funds to the DRPBID. Existing laws for enforcement and appeal of property taxes, including penalties and interest, apply to the DRPBID assessments.

E. Bonds

Bonds will not be issued.

APPENDIX 1 – PBID LAW

Property And Business Improvement District Law of 1994

Cal Sts & Hy Code § 36600 (2013)

*** This document is current through the 2013 Supplement ***
(All 2012 legislation, 2012 Governor's Reorg. Plan No. 2 and all
propositions approved by the electorate at the June and November 2012 elections)

§ 36600. Citation of part

This part shall be known and may be cited as the "Property and Business Improvement District Law of 1994."

§ 36601. Legislative findings and declarations

The Legislature finds and declares all of the following:

(a) Businesses located and operating within the business districts of this state's communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.

(b) It is in the public interest to promote the economic revitalization and physical maintenance of the business districts of its cities in order to create jobs, attract new businesses, and prevent the erosion of the business districts.

(c) It is of particular local benefit to allow cities to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that benefits from those improvements.

(d) Assessments levied for the purpose of providing improvements and promoting activities that benefit real property or businesses are not taxes for the general benefit of a city, but are assessments for the improvements and activities which confer special benefits upon the real property or businesses for which the improvements and activities are provided.

§ 36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within a business improvement area. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

§ 36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

§ 36603.5. Part prevails over conflicting provisions

Any provision in this part that conflicts with any other provision of law shall prevail over the other provision of law.

§ 36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

§ 36605. [Section repealed 2001.]

§ 36606. "Assessment"

"Assessment" means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and promoting activities which will benefit the properties or businesses located within a property and business improvement district.

§ 36607. "Business"

"Business" means all types of businesses and includes financial institutions and professions.

§ 36608. "City"

"City" means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with *Section 6500*) of *Chapter 5 of Division 7 of Title 1 of the Government Code*, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

§ 36609. "City council"

"City council" means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

§ 36610. "Improvement"

"Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities.
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
- (c) Trash receptacles and public restrooms.
- (d) Lighting and heating facilities.
- (e) Decorations.
- (f) Parks.
- (g) Fountains.
- (h) Planting areas.
- (i) Closing, opening, widening, or narrowing of existing streets.
- (j) Facilities or equipment, or both, to enhance security of persons and property within the area.
- (k) Ramps, sidewalks, plazas, and pedestrian malls.
- (l) Rehabilitation or removal of existing structures.

§ 36611. "Property and business improvement district"; "District"

"Property and business improvement district," or "district," means a property and business improvement district established pursuant to this part.

§ 36612. "Property"

"Property" means real property situated within a district.

§ 36613. "Activities"

"Activities" means, but is not limited to, all of the following:

- (a) Promotion of public events which benefit businesses or real property in the district.
- (b) Furnishing of music in any public place within the district.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.
- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Activities which benefit businesses and real property located in the district.

§ 36614. "Management district plan"; "Plan"

"Management district plan" or "plan" means a proposal as defined in Section 36622.

§ 36614.5. "Owners' association"

"Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement activities and improvements specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners' association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with *Section 54950*) of *Part 1 of Division 2 of Title 5 of the Government Code*), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Chapter 3.5 (commencing with *Section 6250*) of *Division 7 of Title 1 of the Government Code*), for all documents relating to activities of the district.

§ 36615. "Property owner"; "Business owner"; "Owner"

"Property owner" means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. "Business owner" means any person recognized by the city as the owner of the business. "Owner" means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

§ 36616. "Tenant"

"Tenant" means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

§ 36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for

the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

§ 36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

§ 36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

§ 36621. Initiation of proceedings; Petition of property or business owners in proposed district

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.

(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:

- (1) A map showing the boundaries of the district.
- (2) Information specifying where the complete management district plan can be obtained.
- (3) Information specifying that the complete management district plan shall be furnished upon request.

(c) The resolution of intention described in subdivision (a) shall contain all of the following:

(1) A brief description of the proposed activities and improvements, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements and activities and the location and extent of the proposed district.

(2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

§ 36622. Contents of management district plan

The management district plan shall contain all of the following:

(a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate

each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.

(b) The name of the proposed district.

(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected lands and businesses included. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements and activities proposed for each year of operation of the district and the maximum cost thereof. If the improvements and activities proposed for each year of operation are the same, a description of the first year's proposed improvements and activities and a statement that the same improvements and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

(e) The total annual amount proposed to be expended for improvements, maintenance and operations, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.

(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against his or her property or business. The plan also shall state whether bonds will be issued to finance improvements.

(g) The time and manner of collecting the assessments.

(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.

(i) The proposed time for implementation and completion of the management district plan.

(j) Any proposed rules and regulations to be applicable to the district.

(k) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof, including operation and maintenance. The plan may provide that all or any class or category of real property which is exempt by law from real property taxation may nevertheless be included within the boundaries of the district but shall not be subject to assessment on real property.

(l) Any other item or matter required to be incorporated therein by the city council.

§ 36623. Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with *Section 53753 of the Government Code*.

(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with *Section 54954.6 of the Government Code*, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

§ 36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements or activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

§ 36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish the proposed property and business improvement district, the city council shall adopt a resolution of formation that shall contain all of the following:

(1) A brief description of the proposed activities and improvements, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement about whether bonds will be issued, and a description of the exterior boundaries of the proposed district. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements and activities and the location and extent of the proposed district.

- (2) The number, date of adoption, and title of the resolution of intention.
- (3) The time and place where the public hearing was held concerning the establishment of the district.
- (4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.
- (5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.
- (6) A statement that the improvements and activities to be provided in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district.
- (7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements and activities funded by the assessments proposed to be levied.
- (b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

§ 36626. Resolution establishing district

If the city council, following the public hearing, desires to establish the proposed property and business improvement district, and the city council has not made changes pursuant to Section 36624, or has made changes that do not substantially change the proposed assessment, the city council shall adopt a resolution establishing the district. The resolution shall contain all of the information specified in paragraphs (1) to (8), inclusive, of subdivision (b) of Section 36625, but need not contain information about the preliminary resolution if none has been adopted.

§ 36626.5. [Section repealed 1999.]

§ 36626.6. [Section repealed 1999.]

§ 36626.7. [Section repealed 1999.]

§ 36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625 or Section 36626, the clerk of the city shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

§ 36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

§ 36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements and activities.

§ 36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

§ 36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and a new district established pursuant to this part.

§ 36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part shall be charged interest and penalties.

§ 36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.

(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.

(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

§ 36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in any action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36626. Any appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

§ 36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

§ 36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

§ 36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention; Modification of improvements and activities by adoption of resolution after public hearing

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public meetings and public hearings pursuant to this section shall comply with both of the following:

(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public meeting.

(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public meeting, to each business owner or property owner affected by the proposed modification.

(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

§ 36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

§ 36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with *Section 6584*) of *Chapter 5* of *Division 7* of *Title 1* of the *Government Code*). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

§ 36641. [Section repealed 2001.]

§ 36642. [Section repealed 2001.]

§ 36643. [Section repealed 2001.]

§ 36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.

(2) The improvements and activities to be provided for that fiscal year.

(3) An estimate of the cost of providing the improvements and the activities for that fiscal year.

(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.

(5) The amount of any surplus or deficit revenues to be carried over from a previous fiscal year.

(6) The amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

§ 36651. Designation of owners' association to provide improvements and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements or activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

§ 36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, may be renewed by following the procedures for establishment as provided in this chapter.

(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If

the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.

(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

§ 36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:

(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.

(2) During the operation of the district, there shall be a 30-day period each year in which assesseses may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the area who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.

(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

§ 36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.

(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 2 – PARCEL ASSESSMENT ROLL

Assessor's Parcel Number (APN)	Initial Annual Assessment
013071001000	\$1,400.00
013071002000	\$1,400.00
013071003000	\$1,400.00
013071004000	\$2,919.00
013071006000	\$1,581.25
013071007000	\$243.75
013071009000	\$1,647.00
013071010000	\$750.88
013072001000	\$0.00
013072002000	\$663.13
013072003000	\$0.00
013072004000	\$0.00
013072005000	\$0.00
013072006000	\$178.87
013072007000	\$138.45
013072008510	\$2,345.00
013072009000	\$455.00
013072010000	\$2,800.00
013072011000	\$1,400.00
013072012000	\$4,200.00
013073002000	\$0.00
013073011000	\$2,475.25
013073015000	\$0.00
013073016000	\$32.89
013073017000	\$0.00
013073019000	\$0.00
013073020000	\$0.00
013073021000	\$0.00
013091002000	\$2,835.49
013091003000	\$4,253.17
013091008000	\$593.97
013091009000	\$2,208.86
013092005520	\$912.50
013092006000	\$1,009.74
013092007000	\$1,609.95
013092008000	\$1,137.47
013092009000	\$1,094.49
013092010000	\$600.34
013092011000	\$1,200.55
013092014000	\$4,200.00
013093001000	\$1,950.00
013093003000	\$3,101.60
013093004000	\$510.40

Assessor's Parcel Number (APN)	Initial Annual Assessment
013093005000	\$588.00
013093006000	\$2,128.00
013093007000	\$4,872.00
013093008000	\$572.00
013093009000	\$1,882.40
013094001510	\$9,060.48
013101001000	\$1,299.87
013101002000	\$1,174.81
013101004000	\$1,436.63
013101013000	\$1,337.57
013101014000	\$3,337.62
013101016000	\$5,947.24
013101021000	\$3,510.91
013101022000	\$6,229.08
013120001000	\$2,586.48
013121002000	\$3,227.34
013121003000	\$1,075.78
013121004000	\$2,152.58
013121005000	\$1,075.78
013121006000	\$1,076.29
013122001000	\$1,404.27
013122002000	\$658.00
013122003000	\$728.00
013122004000	\$1,402.99
013122005000	\$1,215.99
013122009000	\$2,505.99
013122010000	\$1,597.99
013122011000	\$1,409.88
013122012000	\$545.47
013123014000	\$388.70
013123016000	\$196.95
013123017000	\$3,141.97
013123018000	\$2,353.91
013123021000	\$2,041.62
013123024000	\$0.00
013123025000	\$2,302.82
013123026000	\$2,016.99
013124006000	\$1,400.00
013124007000	\$1,400.00
013124008000	\$1,400.00
013124011000	\$1,944.02
013124017000	\$4,200.00
013124018000	\$2,377.62

Assessor's Parcel Number (APN)	Initial Annual Assessment
013124022000	\$1,848.47
013124023000	\$3,101.54
013131001000	\$873.60
013131002000	\$5,038.93
013131003000	\$1,837.94
013131004000	\$592.02
013131005000	\$697.58
013131006000	\$793.00
013131007000	\$0.00
013131008000	\$0.00
013131013000	\$625.30
013131014000	\$535.08
013131016000	\$716.04
013131017000	\$527.02
013131021000	\$716.82
013131022000	\$0.00
013151004000	\$1,869.20
013152002000	\$1,092.00
013152004000	\$0.00
013152005000	\$0.00
013152007000	\$0.00
013152008000	\$0.00
013152009000	\$0.00
013152010000	\$5,600.00
013152011000	\$1,400.00
013152012000	\$1,400.00
013152016000	\$0.00
013152017000	\$1,690.12
013152018000	\$919.62
013152019000	\$780.00
013152020000	\$0.00
013153001000	\$0.00
013153003000	\$0.00
013153004000	\$0.00
013153005000	\$0.00
013153006000	\$0.00
013153007000	\$780.00
013153008000	\$780.00
013153009000	\$975.00
013153013000	\$3,920.00
013153014000	\$1,652.00
013153019000	\$1,797.56
013153021000	\$325.00

Assessor's Parcel Number (APN)	Initial Annual Assessment
013153022000	\$0.00
013153023000	\$3,506.34
013154001000	\$0.00
013154002000	\$0.00
013154003000	\$0.00
013154004000	\$0.00
013154005000	\$0.00
013154006000	\$0.00
013154007000	\$0.00
013154008000	\$0.00
013154009000	\$0.00
013154010000	\$975.00
013154011000	\$0.00
013154012000	\$0.00
013154013000	\$0.00
013154014000	\$0.00
013154015000	\$0.00
013154016000	\$0.00
013154017000	\$0.00
013161001000	\$1,808.43
013161002000	\$1,635.81

Assessor's Parcel Number (APN)	Initial Annual Assessment
013162001000	\$2,973.32
013163001000	\$310.83
013163003000	\$1,006.46
013163004000	\$972.53
013163005000	\$1,170.00
013164001000	\$975.00
013164002000	\$650.00
013164003000	\$650.00
013164004000	\$0.00
013164005000	\$0.00
013164009000	\$0.00
013164010000	\$325.00
013164011000	\$0.00
013164012000	\$0.00
013164013000	\$0.00
013164014000	\$0.00
013164015000	\$877.50
013164016000	\$1,430.00
013164017000	\$715.00
013164018000	\$3,900.00
013171002000	\$0.00

Assessor's Parcel Number (APN)	Initial Annual Assessment
013171003000	\$0.00
013171004000	\$0.00
013171005000	\$0.00
013171006000	\$0.00
013171007000	\$585.00
013171008000	\$975.00
013171009000	\$622.83
013171011000	\$1,415.70
013172007000	\$0.00
013172008000	\$0.00
013172009000	\$0.00
013172010000	\$0.00
013172011000	\$780.00
013172012000	\$1,170.00
013172020000	\$1,940.12
013250013000	\$2,069.99
013250014000	\$2,073.50
013250032000	\$7,386.42
013070004000	\$4,097.36
013070001000	\$301.99
	\$234,635.98

APPENDIX 3 – ENGINEER’S REPORT

A. Detailed Boundary Description

The Downtown Roseville Property and Property and Business Improvement District boundary is as follows:

Beginning at the southwest corner of the intersection of Atlantic Street and Vernon Street, south along the west edge of Vernon Street to Walnut Street. East across Vernon Street, and continuing southeast along the south edge of Walnut Street, across Linda Drive to the northeast corner of APN 013-101-022-000 (Map ID 57). Southwest along the southeastern boundary of said parcel, and continuing southwest along the southeastern boundary of APN 013-101-016-000 (Map ID 55) to Lincoln Street. Southwest across Lincoln Street, and continuing southwest along the southeastern boundary of APNs 013-094-001-510 (Map ID 49), 013-131-017-000 (Map ID 100), 013-131-002-000 (Map ID 90), 013-131-003-000 (Map ID 91), and 013-131-006-000 (Map ID 94) to Taylor Street.

Southeast across Taylor Street and Royer Street to the northwest corner of APN 013-172-012-000 (Map ID 185). Southeast along the northeastern boundary of said parcel to Gopher Gulch Alley, then southwest along the northwest edge of Gopher Gulch Alley to Judah Street and continuing south across Judah Street to Douglas Boulevard. West along the north edge of Douglas Boulevard, across Royer Street, Bulen Street, Oak Street, and Pratt Street, to Vernon Street.

Northeast along the southeast edge of Vernon Street, across Pratt Street, to the southwest corner of Vernon Street and Bulen Street, opposite the southeast corner of APN 013-250-032-000 (Map ID 196). Northwest across Vernon Street, then northeast along the northwestern boundary of parcels fronting the northwest edge of Vernon Street to Judah Street. North across Judah Street to the southwest corner of APN 013-250-014-000 (Map ID 195), then northeast along the northwestern boundary of said parcel, continuing northeast across Taylor Street, and continuing northeast along the northwestern boundary of APN 013-250-013-000 (Map ID 194), to S Grant Street. Northeast across S Grant Street and Atlantic Street, and continuing northeast along the southeast edge of Atlantic Street, across Washington Boulevard, Lincoln Street, and Jefferson Street, to the southwest corner of the intersection of Atlantic Street and Vernon Street, the point of beginning.

It is the intent of the Engineer’s Report that each parcel included in the District can be clearly identified. Every effort has been made to ensure that all parcels included in the District are consistent in the boundary description, the District boundary map, and the Assessment Calculation Table. However, if inconsistencies arise, the order of precedence shall be: (1) the Assessment Calculation Table, (2) the District Boundary Map, and (3) this boundary description.

If tax status, size, or frontage of a parcel changes during the term of the District, the assessment calculation may be modified accordingly.

B. Assessment Methodology

1. Base Formula

Property owners and other Downtown Roseville stakeholders have emphasized that an assessment formula for the DRPBID be fair, balanced, and commensurate with benefits received. Each parcel will be assessed based on special benefits received. The variables used for the annual assessment formula are tax status, parcel use, parcel square footage, and linear frontage on Vernon Street.

The annual assessment on parcels throughout the District is thirteen cents (\$0.13) per parcel square foot, plus \$8.50 per linear front foot along Vernon Street. The annual assessment rate for tax-

exempt parcels is \$0.0195 per parcel square foot, plus \$1.275 per linear front foot along Vernon Street. Parcels zoned and used exclusively for single-family residential purposes and parcels occupied by publicly-owned parking garages will not be assessed. Assessment rates may be subject to an increase of no more than three percent (3%) per year. For example, a commercial parcel with 1,000 square feet and 100 linear feet along Vernon Street would pay \$980.00 ($1,000 \times \$0.13 + 100 \times \8.50) in the initial year. The same parcel, if it were tax exempt, would pay \$147.00 ($1,000 \times \$0.0195 + 100 \times \1.275) in the initial year. If you would like more information about parcel assessments, please call Civitas at (916)437-4300 or (800)999-7781.

Parcel square footage is the size of the parcel, measured in square feet. It is an appropriate measure of special benefit because it relates to the highest and best use of a parcel, and reflects the long-term value implications of the DRPBID. The larger a parcel is, the more services and benefit it will receive. “Because not all parcels in the district are identical in size... some will receive more special benefit than others.”²

Linear street frontage is the length of that portion of the parcel which touches Vernon Street, measured in linear feet. It is also an appropriate measure of special benefit. Linear street frontage is relevant to each parcels’ special benefit received from services provided along its perimeter. The more frontage a parcel has, the more services and benefit it will receive.

2. Publicly-Owned Parcels

Under “The Right to Vote on Taxes Act” (also known as Proposition 218) all public parcels are required to pay assessments unless they can demonstrate by clear and convincing evidence that their parcels do not receive a special benefit. Except for parking garages, government parcels will receive and specially benefit from all of the District’s services, thus they will pay the full assessment rate applicable to the zone in which they are located. Because of their unique nature, publicly-owned parking garages will not receive services nor be assessed.

3. Residential Parcels

The state legislature has conclusively presumed that parcels zoned exclusively for residential uses do not benefit from District services. Accordingly, the District’s services are not designed to benefit parcels with single-family residential uses and zoning, or residential portions of mixed-use parcels, thus those parcels will neither be assessed or receive services.

4. Tax Exempt Private Parcels

The primary purpose of the District is to benefit parcels with commercial and public uses (“standard” parcels). Because of their non-commercial, non-public nature, parcels owned and utilized by tax-exempt organizations do not receive the same degree of special benefit as standard parcels. These parcels will, however, receive some special benefit from the services to be provided, as clean and safe patrols will be provided directly to them. They will be assessed a rate commensurate with the benefit they receive, which is \$0.0195 per parcel square foot, plus \$1.275 per linear front foot along Vernon Street.

C. Separation of Special and General Benefit

1. Introduction

The assessment will be imposed in accordance with the provisions of Article XIII D of the California Constitution. The law provides that only special benefits are assessable, and requires the City to

² *Dahms v. Downtown Pomona* (2009) 173 Cal.App.4th 1201.

separate the general benefits from the special benefits conferred on the public at large and real property within and adjacent to the District. Assessment law also requires that the assessment on an individual parcel may not exceed the reasonable cost of the proportional special benefit conferred upon that parcel. Services provided to the public by the City and other public agencies are considered a general benefit; the general enhancement of property value does not constitute a special benefit.

The services to be provided by the District are supplemental services provided directly to assessed parcels, above and beyond those provided by the City of Roseville and other public agencies. The District's services will provide a "direct advantage"³ to each individually-assessed parcel and "affect the assessed property in a way that is particular and distinct from their effect on other parcels and that real property in general and the public at large do not share."⁴ The determination of general benefit versus special benefit is detailed below.

2. Determination of General Benefit

Unlike special benefits, a general benefit is "derivative and indirect"⁵ and "conferred on real property located in the district or to the public at large."⁶ Existing City and other public services, which are provided to every person and parcel, everywhere within the City, are an example of a general benefit. Although the District's programs have been carefully designed to provide special benefits and will only be provided directly to assessed parcels, it is acknowledged that there will be derivative and indirect general benefits created as a result of the District's programs.

General Benefits to the Public At Large

Although the programs are narrowly designed and carefully implemented to benefit the assessed parcels, and only provided directly to assessed parcels, some of them will generate a general benefit to the public-at-large within the District. Surveys conducted in similar districts have found that approximately 99% of pedestrian traffic within PBID boundaries is engaged in business on assessed parcels or at businesses within the District, while approximately 1% is simply passing through⁷. The 1% of traffic passing through does not have any connection to the assessed parcels, and therefore does not represent a special benefit to the assessed parcels. The 1% will, however, receive a derivative and indirect general benefit as a result of the maintenance, landscaping, beautification, security, and related administrative services being provided in the District that they are passing through. Therefore, it is estimated that 1% of the benefit created by the District's maintenance, landscaping, beautification, security, and related administration services is provided to the public at large. Because the District's marketing and related administration are provided directly and only to assessed parcels, and do not impact the general public at large within the District, they do not create a general benefit to the public at large. To ensure that the assessment dollars do not fund general benefits to the public at large, that portion of the cost of services and related administration attributable to general benefit to the public will be paid for with funds not obtained through assessments. Using the 1% figure for applicable services, based on the 2015 budget, the value of this general benefit to the public-at-large is **\$1,793.01** as shown in the table below:

³ *Tiburón v. Bonander* (2009) 180 Cal.App.4th 1057, 1077.

⁴ *Silicon Valley Taxpayers' Association Inc. v. Santa Clara County Open Space Authority* (2008) 44 Cal.4th 431, 452.

⁵ *Tiburón v. Bonander* (2009) 180 Cal.App.4th 1057, 1077.

⁶ Cal. Const., art. XIII D, §2(i)

⁷ Farrand Research, Downtown Long Beach Proposed Property Based Business Improvement District Visitor Survey (April 2012)
PMZ Research, Downtown San Jose Property-Based Business Improvement District Survey (March 2012)

TABLE A: General Benefit to the Public

Service Provided	Total Benefit Value	Benefit Value Applied to Public Benefit¹	Benefit Factor	General Benefit Value to Public	Benefit Value to Parcels (Special & General)
Maintenance, Landscaping, & Beautification	\$90,659.58	\$90,659.58	0.01	\$906.60	\$89,752.98
Security	\$52,487.12	\$52,487.12	0.01	\$524.87	\$51,962.25
Marketing	\$47,715.57	\$0.00	0.00	\$0.00	\$47,715.57
Advocacy & Administration	\$35,786.67	\$26,840.00	0.01	\$268.40	\$35,518.27
Contingency & Renewal	\$11,928.89	\$9,314.34	0.01	\$93.14	\$11,835.75
TOTAL	\$238,577.83	\$179,301.04		\$1,793.01	\$236,784.82

¹ Benefit Value to Public for Administration and Contingency is the prorated amount of budget related to Maintenance, Landscaping, Beautification, and Security. Contingency and Administration budget for Marketing does not benefit the public since those services are provided directly and only to assessed parcels within the District.

General Benefit to Adjacent Parcels

The District's services will not be provided directly to parcels outside the boundaries. One study examining property values in BID areas found "no evidence of spill-over impacts (either good or bad) on commercial properties located just outside the BID's boundaries."⁸ It is, nonetheless, reasonable to conclude that increased landscaping, maintenance, beautification, safety, and marketing in the District will have a derivative and indirect impact on non-assessed within and parcels immediately adjacent to the District boundaries. Advocacy services, because they will only represent the interests of the assessed parcels, will not create a general benefit to adjacent parcels, nor to non-assessed parcels within the boundaries. Because services are provided only within the District and on its perimeter, parcels separated from the District by at least one intervening parcel will not receive spill-over general benefits.

A review of the District boundaries reveals that it is surrounded by 33 adjacent parcels with various zoning designations: commercial (26), and single-family residential (7). Additionally, a significant portion of the District is adjacent to a creek; the creek is a body of water which could not be serviced and which serves as a natural barrier; therefore the creek is not included as a surrounding parcel. The single-family residential parcels are zoned exclusively for single-family residential use; these parcels have been conclusively presumed by the legislature not to benefit from services provided through PBID assessments, therefore they will not specially or generally benefit from the District's services.

The remaining non-assessed parcels adjacent to and within the District can reasonably be assumed to receive some derivative and indirect general benefit as a result of the District's landscaping, maintenance, beautification, safety, and marketing services. Services will not be provided directly to the adjacent and non-assessed inside parcels, thus they will not receive the special benefit of the actual services being provided. Adjacent and non-assessed inside parcels will, however, receive a derivative benefit as an indirect consequence of the landscaping, maintenance, beautification, safety, and marketing services being provided directly to the assessed parcels within the District. Because of this indirect causation, the benefit of these services to adjacent and non-assessed inside parcels will be derivative and significantly lower than the special benefits enjoyed by assessed parcels. There will also be an indirect benefit to adjacent and non-assessed inside parcels from the administrative cost of providing the landscaping, maintenance, beautification, safety, and marketing services.

⁸ Furman Center for Real Estate & Urban Policy; The Impact of Business Improvement Districts on Property Values: Evidence from New York City (2007) p. 4

The following sections quantify the general benefit to non-assessed parcels based upon the service category, parcel location, tax status, and parcel use.

General Benefit from Maintenance, Landscaping, Beautification and Security

Maintenance, landscaping, beautification, and security services will be provided directly to assessed parcels via patrols along the various streets within the District. Because the maintenance, landscaping, beautification, and security services are provided along streets, rather than to the entire parcel, linear street frontage is an appropriate measure of the general benefit the services provide to adjacent and non-assessed inside parcels.

Within the District, maintenance, landscaping, beautification, and security services will be provided along both sides of each street, with parcels along each side receiving 50% of the benefit provided by the service. Although not every parcel in the District directly faces a serviced street, all of the assessed parcels will benefit from the services being provided since those serviced streets are the only method of ingress and egress to the assessed parcels. Along the District perimeter, services will only be provided to the side of the street that abuts the assessed parcels. It is, however, reasonable to conclude that parcels abutting the non-serviced side of the street will receive spill-over benefits from the opposite side of the street being serviced.

As described above, the street frontage along parcels zoned and used exclusively for single-family residential purposes will not receive services or spill-over general benefits.

To determine the amount of benefit to the non-assessed side of the perimeter streets abutting the adjacent parcels, the 50%/50% standard ratio of benefit is allocated to each side of the street. Because the non-assessed side of the street will not be serviced, it will receive less than the standard 50% benefit. It is our professional estimation that the non-assessed side of the street will receive one-half (50%) of the standard benefit, or 25% (50% of the 50%/50% standard ratio) of the total benefit created by services provided to similarly-zoned parcels within the District along the perimeter.

The tables below calculate the amount of benefit provided to parcels by the maintenance, landscaping, beautification, and security programs and separates that benefit value between special benefits provided to assessed parcels and general benefits indirectly received by adjacent and non-assessed inside parcels.

TABLE B: General Benefit to Parcels from Maintenance, Landscaping & Beautification

Location & Use	Parcel Square Footage¹	Benefit Factor²	Benefit Units³	Benefit Percent⁴	Benefit Value⁵	Special Benefit	General Benefit
Inside Commercial	1,442,563.0	1.000	1,442,563.00	94.43%	\$84,749.72	\$84,749.72	\$0.00
Inside Private Tax Exempt	142,597.0	0.500	71,298.50	4.67%	\$4,188.74	\$4,188.74	\$0.00
Inside Residential	201,718.0	0.000	0.00	0.00%	\$0.00	\$0.00	\$0.00
Adjacent Commercial	55,457.0	0.250	13,864.25	0.91%	\$814.52	\$0.00	\$814.52
Adjacent Private Tax Exempt	0.0	0.125	0.00	0.00%	\$0.00	\$0.00	\$0.00
Adjacent Residential	61,780.0	0.000	0.00	0.00%	\$0.00	\$0.00	\$0.00
Subtotal	1,904,115.0		1,527,725.75	100.00%	\$89,752.98	\$88,938.46	\$814.52

¹ Parcel Square Footage = the total square footage for each parcel location & use

² Benefit Factor = The benefit ratio described in the paragraph above for each parcel location & use

³ Benefit Units = The linear feet multiplied by the benefit factor for each parcel location & use

⁴ Benefit Percentage = The benefit units for each parcel location & use divided by the total benefit units for the District

⁵ Benefit Value = The total Safety & Maintenance Services budget less General Benefit to the Public-at-Large multiplied by the benefit percentage for each parcel location & use

TABLE C: General Benefit to Parcels from Security

<u>Location & Use</u>	<u>Parcel Square Footage</u>	<u>Benefit Factor</u>	<u>Benefit Units</u>	<u>Benefit Percent</u>	<u>Benefit Value</u>	<u>Special Benefit</u>	<u>General Benefit</u>
Inside Commercial	1,442,563.0	1.000	1,442,563.00	94.43%	\$49,065.63	\$49,065.63	\$0.00
Inside Private Tax Exempt	142,597.0	0.500	71,298.50	4.67%	\$2,425.06	\$2,425.06	\$0.00
Inside Residential	201,718.0	0.000	0.00	0.00%	\$0.00	\$0.00	\$0.00
Adjacent Commercial	55,457.0	0.250	13,864.25	0.91%	\$471.56	\$0.00	\$471.56
Adjacent Private Tax Exempt	0.0	0.125	0.00	0.00%	\$0.00	\$0.00	\$0.00
Adjacent Residential	61,780.0	0.000	0.00	0.00%	\$0.00	\$0.00	\$0.00
Subtotal	1,904,115.0		1,527,725.75	100.00%	\$51,962.25	\$51,490.69	\$471.56

General Benefit from Marketing

Although marketing programs will only feature assessed parcels, it is conceivable that there may be an indirect benefit to adjacent and non-assessed inside parcels. Because marketing impacts the parcel as a whole, it is appropriate to use parcel size to measure the special and general benefit created by marketing services. In our professional estimation, the level of general benefit from marketing to adjacent and non-assessed inside parcels is equivalent to the level of general benefit defined above from maintenance, landscaping, beautification, and security services. Therefore, it is estimated that adjacent parcels will receive 25% of the total benefit created by services provided to similarly-zoned, assessed parcels within the District, as described above. The cost of providing services has been allocated proportionally based upon the special benefit and general benefit received by parcels in the categories as detailed in the table below.

TABLE D: General Benefit to Parcels from Marketing

<u>Location & Use</u>	<u>Parcel Square Footage</u>	<u>Benefit Factor</u>	<u>Benefit Units</u>	<u>Benefit Percent</u>	<u>Benefit Value</u>	<u>Special Benefit</u>	<u>General Benefit</u>
Inside Commercial	1,442,563.0	1.000	1,442,563.00	94.43%	\$45,055.68	\$45,055.68	\$0.00
Inside Private Tax Exempt	142,597.0	0.500	71,298.50	4.67%	\$2,226.87	\$2,226.87	\$0.00
Inside Residential	201,718.0	0.000	0.00	0.00%	\$0.00	\$0.00	\$0.00
Adjacent Commercial	55,457.0	0.250	13,864.25	0.91%	\$433.02	\$0.00	\$433.02
Adjacent Private Tax Exempt	0.0	0.125	0.00	0.00%	\$0.00	\$0.00	\$0.00
Adjacent Residential	61,780.0	0.000	0.00	0.00%	\$0.00	\$0.00	\$0.00
Subtotal	1,904,115.0		1,527,725.75	100.00%	\$47,715.57	\$47,282.55	\$433.02

General Benefit from Advocacy and Administration

The advocacy and administrative costs of providing services have been allocated proportionally based upon the special benefit and general benefit received by parcels. As detailed in the tables above, the general benefit to parcels from maintenance, landscape, beautification, security, and marketing is \$1,719.10 (\$814.52 + \$471.56 + \$433.02) and the sum of the general and special benefit to parcels is \$189,430.80 (\$88,938.46 + \$51,490.69 + \$47,282.55 + \$1,719.10). Therefore, the related portion of administrative costs derived from maintenance, landscape, beautification, security, and marketing services and allocated to general benefits is 0.9075% (\$1,719.10 ÷ \$189,430.80). The total administrative budget is \$35,786.67 of which \$268.40 is allocated to the general benefit to the public, with \$35,518.27 remaining to benefit parcels (see Table A). Therefore, the general benefit to adjacent parcels for related advocacy and administration services is **\$322.33** (\$35,518.27 x 0.9075%).

General Benefit from Contingency and Renewal

The contingency and renewal costs of providing services have been allocated proportionally based upon the special benefit and general benefit received by parcels. As calculated above, the related portion of contingency budget for the general benefits derived from the maintenance, landscape,

beautification, security, and marketing services and related administration costs is 0.9075%. The total contingency budget is \$11,928.89, of which \$93.14 is allocated to the general benefit to the public, with \$11,835.75 remaining to benefit parcels (see Table A). Therefore, the general benefit to adjacent parcels for related contingency is **\$107.41** (\$11,835.75 x 0.9075%).

Total General Benefit to Adjacent Parcels

Based upon previous evaluations, in this Engineer's professional estimation, the total value of the general benefit provided to adjacent parcels is **\$2,148.84**, as shown in the table below.

TABLE E: Total General Benefit to Parcels

Service Provided	General Benefit to Adjacent Parcels
Maintenance, Landscaping, & Beautification	\$814.52
Security	\$471.56
Marketing	\$433.02
Advocacy & Administration	\$322.33
Contingency & Renewal	\$107.41
TOTAL	\$2,148.84

Total General Benefit

Based upon the previous evaluation, in this Engineer's professional estimation, the total value of general benefit provided to the public-at-large and to non-assessed parcels adjacent to the District is **\$3,941.85**, as shown in the following table.

TABLE F: Total General Benefit

Service Provided	General Benefit to Public	General Benefit to Parcels	Total General Benefit
Maintenance, Landscaping, & Beautification	\$906.60	\$814.52	\$1,721.12
Security	\$524.87	\$471.56	\$996.43
Marketing	\$0.00	\$433.02	\$433.02
Advocacy & Administration	\$268.40	\$322.33	\$590.73
Contingency & Renewal	\$93.14	\$107.41	\$200.55
TOTAL	\$1,793.01	\$2,148.84	\$3,941.85

3. Determination of Special Benefit

A special benefit is defined as "a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large."⁹ The services provided by the District are all "over and above those already provided by the City and other public agencies within the boundaries of the PBID. And they are particular and distinct benefits to be provided only to the properties within the PBID, not to the public at large – they 'affect the assessed property in a way that is particular and distinct from [their] effect on other parcels and that real property in general and the public at large do not share.'"¹⁰ The District services constitute special benefits to all of the assessed parcels. Further, each and every parcel assessed within the District receives a particular and distinct benefit from the improvements and activities of the District, over and above general benefits conferred upon those parcels by the general activities of the City and other public agencies. The maintenance, landscaping, beautification, security, marketing, advocacy, administration, contingency and renewal services will improve safety, maintenance, landscaping,

⁹ Cal. Const., art. XIII D, §2(i)

¹⁰ *Dahms v. Downtown Pomona* (2009) 173 Cal.App.4th 1201.

beautification, awareness of, and commercial activity on the assessed parcels, thereby specially benefitting the assessed parcels.

Studies have found that “businesses consider quality-of-life issues to be more important factors in choosing a location than they do tax rates and real-estate prices;”¹¹ and that “customers and residents may feel more comfortable and safer within BIDs that have less obvious signs of litter, graffiti, and abandoned cars. A stronger sense of place that accompanies cleaner streets encourages...patronage and has increasingly positive repercussions in a BID.”¹² Following these studies, the District’s services are designed to address parcel-specific issues to increase safety, maintenance, landscaping, beautification, awareness of, and commercial activity for the special benefit of assessed parcels.

The services will be provided directly to the assessed parcels, and will not be provided directly to parcels outside the District, non-assessed parcels within the boundaries, or the general public. For example, the private security patrol will only be provided within the District boundaries, and will only observe and report on incidents occurring at assessed parcels. Security services like those to be provided by the District have long been recognized as a special benefit to assessed parcels. Research has found that “[P]BID areas experienced greater, on average, yearly reductions in the number of robbery, violent, and total crimes that non-BID areas do.”¹³ Studies have also found that every \$10,000 spent on security activities by PBIDs reduces the average number of crimes on assessed parcels in the district by 3.37 and leads to 1.65 fewer arrests on assessed parcels. That study concluded “[P]BIDs clearly pass a cost-benefit test.”¹⁴ Another study noted that there is a “statistically significant relationship between lower incidence of property crimes and the presence of BID security...[P]BIDs in the City of Los Angeles were associated with 6 to 10-percent reductions in official crime.”¹⁵ This suggests that PBID-funded safety services are able to provide special benefits directly, and only, to the assessed parcels which they serve. The reduction of crime on individual assessed parcels is in itself a special benefit, and it helps reach the goal of further specially benefitting individual assessed parcels by increasing safety and commercial activity.

Proportionate Special Benefit

Assessment law also requires the determination of the proportionate special benefit derived by each parcel in relationship to the entirety of the cost of improvement(s), the maintenance and operation expenses, or the cost of the parcel-related service being provided. In addition, no assessment may exceed the reasonable cost of the proportional special benefit conferred on parcel(s). The proportionate special benefit accruing to each parcel has been allocated based on the parcel size, frontage, tax status, zoning, and use of each parcel, thus the total amount to be assessed will not exceed the estimated reasonable cost of the activities and improvements to be provided, and no assessment will exceed the reasonable cost of the proportional special benefit conferred on the parcel.

Parcel size is an appropriate measure of proportional special benefit “because not all parcels in the District are identical in size...some will receive more special benefit than others,”¹⁶ thus lot size

¹¹ RAND Corporation; Neighborhood Effects on Crime and Youth Violence: The Role of Business Improvement Districts in Los Angeles (2009) p. 8

¹² RAND Corporation; Neighborhood Effects on Crime and Youth Violence: The Role of Business Improvement Districts in Los Angeles (2009) p. 40

¹³ RAND Corporation; Neighborhood Effects on Crime and Youth Violence: The Role of Business Improvement Districts in Los Angeles (2009) p. 80

¹⁴ Cook, Phillip and John MacDonald. “Public Safety through Private Action: An Economic Assessment of BIDs.” (May 2011) 121 The Economic Journal pp. 445-462.

¹⁵ RAND Corporation; Neighborhood Effects on Crime and Youth Violence: The Role of Business Improvement Districts in Los Angeles (2009) p. 9

¹⁶ *Dahms v. Downtown Pomona* (2009) 173 Cal.App.4th 1201

relates to the quantity of services and resultant special benefit to be provided. Parcel use, tax status, and zoning are also appropriate measures of benefit because they relate to whether the parcel will benefit from the services provided.

Street frontage is an appropriate measure of proportional special benefit because not all parcels in the District are identical in frontage. Parcels with more frontage will receive more services and benefit than parcels with less frontage.

The assessment will only fund that portion of the value which represents special benefits. In this Engineer's professional judgment, based upon the 2015 budget of \$238,577.83 and the above calculations for general benefits of \$3,941.85, the value of the special benefit to be provided by the proposed services is **\$234,635.98** (\$238,577.83 - \$3,941.85).

4. Total Benefit Provided by District Services

In this Engineer's professional estimation, the total District budget of **\$238,577.83** is allocated based on the general and special benefit values calculated above and detailed in the table below.

TABLE G: Total Benefit

Service Provided	General Benefit to Public	General Benefit to Parcels	Special Benefit to Parcels	Total Budget
Maintenance, Landscaping, & Beautification	\$906.60	\$814.52	\$88,938.46	\$90,659.58
Security	\$524.87	\$471.56	\$51,490.69	\$52,487.12
Marketing	\$0.00	\$433.02	\$47,282.55	\$47,715.57
Advocacy & Administration	\$268.40	\$322.33	\$35,195.94	\$35,786.67
Contingency & Renewal	\$93.14	\$107.41	\$11,728.34	\$11,928.89
TOTAL	\$1,793.01	\$2,148.84	\$234,635.98	\$238,577.83

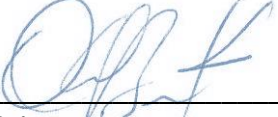
5. Non-Assessment Funding

The programs provided with DRPBID funding receive non-assessment funding in the form of grants, corporate sponsorships, event income, and other miscellaneous funds. These funding sources are anticipated to equal or exceed the amount of general benefit conferred annually by the District's services (\$3,941.85). This level of non-assessment funding ensures that assessment dollars are only spent on special benefits for assessed parcels.

D. Engineer's Certification

I hereby certify, to the best of my knowledge and experience, that each of the identified benefiting parcels located within the Downtown Roseville Property and Business Improvement District will receive a special benefit over and above the general benefits conferred and that the amount of the assessment is no greater than the proportional special benefits conferred on each assessed parcel, as described in this Engineer's Report.

Preparation of the Engineer's Report for the Downtown Roseville Property and Business Improvement District was completed by:



Orin N. Bennett, PE
State of California
Registered Civil Engineer No. 25169



Date



This Engineer's Report is intended to be distributed as part of the Management District Plan in its entirety, including the Boundary Description (Section IV), the Assessment Calculation Table (Exhibit B), and the Boundary Map (Exhibit A). Reproduction and distribution of only this Appendix violates the intent of this stamp and signature.

EXHIBIT A: District Boundary Map



EXHIBIT B: Assessment Calculation Table

Map ID	Assessor's Parcel Number (APN)	Parcel Size (sqft)	Parcel Assessment Rate (\$/sqft/yr)	Parcel Assessment (\$/yr)	Frontage (lin ft)	Frontage Assessment Rate (\$/lin ft/yr)	Frontage Assessment (\$/yr)	Total Initial Assessment (\$/yr)	Exemption
1	013071001000	7,500	\$0.1300	\$975.00	50	\$8.50	\$425.00	\$1,400.00	
2	013071002000	7,500	\$0.1300	\$975.00	50	\$8.50	\$425.00	\$1,400.00	
3	013071003000	7,500	\$0.1300	\$975.00	50	\$8.50	\$425.00	\$1,400.00	
4	013071004000	15,000	\$0.1300	\$1,950.00	114	\$8.50	\$969.00	\$2,919.00	
5	013071006000	5,625	\$0.1300	\$731.25	100	\$8.50	\$850.00	\$1,581.25	
6	013071007000	1,875	\$0.1300	\$243.75	0	\$0.00	\$0.00	\$243.75	
7	013071009000	9,400	\$0.1300	\$1,222.00	50	\$8.50	\$425.00	\$1,647.00	
8	013071010000	5,776	\$0.1300	\$750.88	0	\$0.00	\$0.00	\$750.88	
9	013072001000	5,227	\$0.0000	\$679.51	0	\$0.00	\$0.00	\$0.00	
10	013072002000	5,101	\$0.1300	\$663.13	0	\$0.00	\$0.00	\$663.13	
11	013072003000	7,300	\$0.0000	\$949.00	0	\$0.00	\$0.00	\$0.00	
12	013072004000	7,253	\$0.0000	\$942.89	0	\$0.00	\$0.00	\$0.00	
13	013072005000	5,631	\$0.0000	\$732.03	0	\$0.00	\$0.00	\$0.00	
14	013072006000	9,173	\$0.0195	\$178.87	0	\$0.00	\$0.00	\$178.87	1
15	013072007000	7,100	\$0.0195	\$138.45	0	\$0.00	\$0.00	\$138.45	1
16	013072008510	11,500	\$0.1300	\$1,495.00	100	\$8.50	\$850.00	\$2,345.00	
17	013072009000	3,500	\$0.1300	\$455.00	0	\$0.00	\$0.00	\$455.00	
18	013072010000	15,000	\$0.1300	\$1,950.00	100	\$8.50	\$850.00	\$2,800.00	
19	013072011000	7,500	\$0.1300	\$975.00	50	\$8.50	\$425.00	\$1,400.00	
20	013072012000	22,500	\$0.1300	\$2,925.00	150	\$8.50	\$1,275.00	\$4,200.00	
21	013073002000	4,500	\$0.0000	\$585.00	0	\$0.00	\$0.00	\$0.00	
22	013073011000	11,325	\$0.1300	\$1,472.25	118	\$8.50	\$1,003.00	\$2,475.25	
23	013073015000	4,356	\$0.0000	\$566.28	0	\$0.00	\$0.00	\$0.00	
24	013073016000	253	\$0.1300	\$32.89	0	\$0.00	\$0.00	\$32.89	
25	013073017000	7,929	\$0.0000	\$1,030.77	0	\$0.00	\$0.00	\$0.00	
26	013073019000	4,260	\$0.0000	\$553.80	0	\$0.00	\$0.00	\$0.00	
27	013073020000	4,356	\$0.0000	\$566.28	0	\$0.00	\$0.00	\$0.00	
28	013073021000	4,356	\$0.0000	\$566.28	0	\$0.00	\$0.00	\$0.00	
29	013091002000	15,273	\$0.1300	\$1,985.49	100	\$8.50	\$850.00	\$2,835.49	
30	013091003000	22,909	\$0.1300	\$2,978.17	150	\$8.50	\$1,275.00	\$4,253.17	
31	013091008000	4,569	\$0.1300	\$593.97	0	\$0.00	\$0.00	\$593.97	
32	013091009000	9,217	\$0.1300	\$1,198.21	118.9	\$8.50	\$1,010.65	\$2,208.86	
33	013092005520	3,750	\$0.1300	\$487.50	50	\$8.50	\$425.00	\$912.50	
34	013092006000	4,498	\$0.1300	\$584.74	50	\$8.50	\$425.00	\$1,009.74	
35	013092007000	9,115	\$0.1300	\$1,184.95	50	\$8.50	\$425.00	\$1,609.95	
36	013092008000	6,118	\$0.1300	\$795.34	40.25	\$8.50	\$342.13	\$1,137.47	
37	013092009000	4,498	\$0.1300	\$584.74	59.97	\$8.50	\$509.75	\$1,094.49	
38	013092010000	4,618	\$0.1300	\$600.34	0	\$0.00	\$0.00	\$600.34	

Map ID	Assessor's Parcel Number (APN)	Parcel Size (sqft)	Parcel Assessment Rate (\$/sqft/yr)	Parcel Assessment (\$/yr)	Frontage (lin ft)	Frontage Assessment Rate (\$/lin ft/yr)	Frontage Assessment (\$/yr)	Total Initial Assessment (\$/yr)	Exemption
39	013092011000	9,235	\$0.1300	\$1,200.55	0	\$0.00	\$0.00	\$1,200.55	
40	013092014000	22,500	\$0.1300	\$2,925.00	150	\$8.50	\$1,275.00	\$4,200.00	
41	013093001000	15,000	\$0.1300	\$1,950.00	0	\$0.00	\$0.00	\$1,950.00	
42	013093003000	17,320	\$0.1300	\$2,251.60	100	\$8.50	\$850.00	\$3,101.60	
43	013093004000	2,030	\$0.1300	\$263.90	29	\$8.50	\$246.50	\$510.40	
44	013093005000	3,150	\$0.1300	\$409.50	21	\$8.50	\$178.50	\$588.00	
45	013093006000	11,400	\$0.1300	\$1,482.00	76	\$8.50	\$646.00	\$2,128.00	
46	013093007000	26,100	\$0.1300	\$3,393.00	174	\$8.50	\$1,479.00	\$4,872.00	
47	013093008000	4,400	\$0.1300	\$572.00	0	\$0.00	\$0.00	\$572.00	
48	013093009000	14,480	\$0.1300	\$1,882.40	0	\$0.00	\$0.00	\$1,882.40	
49	013094001510	69,696	\$0.1300	\$9,060.48	0	\$0.00	\$0.00	\$9,060.48	
50	013101001000	9,999	\$0.1300	\$1,299.87	0	\$0.00	\$0.00	\$1,299.87	
51	013101002000	9,037	\$0.1300	\$1,174.81	0	\$0.00	\$0.00	\$1,174.81	
52	013101004000	11,051	\$0.1300	\$1,436.63	0	\$0.00	\$0.00	\$1,436.63	
53	013101013000	10,289	\$0.1300	\$1,337.57	0	\$0.00	\$0.00	\$1,337.57	
54	013101014000	25,674	\$0.1300	\$3,337.62	0	\$0.00	\$0.00	\$3,337.62	
55	013101016000	45,748	\$0.1300	\$5,947.24	0	\$0.00	\$0.00	\$5,947.24	
56	013101021000	27,007	\$0.1300	\$3,510.91	0	\$0.00	\$0.00	\$3,510.91	
57	013101022000	47,916	\$0.1300	\$6,229.08	0	\$0.00	\$0.00	\$6,229.08	
58	013120001000	19,896	\$0.1300	\$2,586.48	0	\$0.00	\$0.00	\$2,586.48	
59	013121002000	15,018	\$0.1300	\$1,952.34	150	\$8.50	\$1,275.00	\$3,227.34	
60	013121003000	5,006	\$0.1300	\$650.78	50	\$8.50	\$425.00	\$1,075.78	
61	013121004000	10,012	\$0.1300	\$1,301.56	100.12	\$8.50	\$851.02	\$2,152.58	
62	013121005000	5,006	\$0.1300	\$650.78	50	\$8.50	\$425.00	\$1,075.78	
63	013121006000	5,006	\$0.1300	\$650.78	50.06	\$8.50	\$425.51	\$1,076.29	
64	013122001000	7,523	\$0.1300	\$977.99	50.15	\$8.50	\$426.28	\$1,404.27	
65	013122002000	3,525	\$0.1300	\$458.25	23.5	\$8.50	\$199.75	\$658.00	
66	013122003000	3,900	\$0.1300	\$507.00	26	\$8.50	\$221.00	\$728.00	
67	013122004000	7,523	\$0.1300	\$977.99	50	\$8.50	\$425.00	\$1,402.99	
68	013122005000	7,523	\$0.1300	\$977.99	28	\$8.50	\$238.00	\$1,215.99	
69	013122009000	13,523	\$0.1300	\$1,757.99	88	\$8.50	\$748.00	\$2,505.99	
70	013122010000	9,023	\$0.1300	\$1,172.99	50	\$8.50	\$425.00	\$1,597.99	
71	013122011000	7,576	\$0.1300	\$984.88	50	\$8.50	\$425.00	\$1,409.88	
72	013122012000	3,019	\$0.1300	\$392.47	18	\$8.50	\$153.00	\$545.47	
73	013123014000	2,990	\$0.1300	\$388.70	0	\$0.00	\$0.00	\$388.70	
74	013123016000	1,515	\$0.1300	\$196.95	0	\$0.00	\$0.00	\$196.95	
75	013123017000	17,520	\$0.1300	\$2,277.60	101.69	\$8.50	\$864.37	\$3,141.97	
76	013123018000	18,107	\$0.1300	\$2,353.91	0	\$0.00	\$0.00	\$2,353.91	
77	013123021000	10,948	\$0.1300	\$1,423.24	72.75	\$8.50	\$618.38	\$2,041.62	
78	013123024000	47,916	\$0.0000	\$6,229.08	145.69	\$0.00	\$1,238.37	\$0.00	

Map ID	Assessor's Parcel Number (APN)	Parcel Size (sqft)	Parcel Assessment Rate (\$/sqft/yr)	Parcel Assessment (\$/yr)	Frontage (lin ft)	Frontage Assessment Rate (\$/lin ft/yr)	Frontage Assessment (\$/yr)	Total Initial Assessment (\$/yr)	Exemption
79	013123025000	17,714	\$0.1300	\$2,302.82	0	\$0.00	\$0.00	\$2,302.82	
80	013123026000	10,856	\$0.1300	\$1,411.28	71.26	\$8.50	\$605.71	\$2,016.99	
81	013124006000	7,500	\$0.1300	\$975.00	50	\$8.50	\$425.00	\$1,400.00	
82	013124007000	7,500	\$0.1300	\$975.00	50	\$8.50	\$425.00	\$1,400.00	
83	013124008000	7,500	\$0.1300	\$975.00	50	\$8.50	\$425.00	\$1,400.00	
84	013124011000	14,954	\$0.1300	\$1,944.02	0	\$0.00	\$0.00	\$1,944.02	
85	013124017000	22,500	\$0.1300	\$2,925.00	150	\$8.50	\$1,275.00	\$4,200.00	
86	013124018000	13,209	\$0.1300	\$1,717.17	77.7	\$8.50	\$660.45	\$2,377.62	
87	013124022000	14,219	\$0.1300	\$1,848.47	0	\$0.00	\$0.00	\$1,848.47	
88	013124023000	23,858	\$0.1300	\$3,101.54	0	\$0.00	\$0.00	\$3,101.54	
89	013131001000	6,720	\$0.1300	\$873.60	0	\$0.00	\$0.00	\$873.60	
90	013131002000	38,761	\$0.1300	\$5,038.93	0	\$0.00	\$0.00	\$5,038.93	
91	013131003000	14,138	\$0.1300	\$1,837.94	0	\$0.00	\$0.00	\$1,837.94	
92	013131004000	4,554	\$0.1300	\$592.02	0	\$0.00	\$0.00	\$592.02	
93	013131005000	5,366	\$0.1300	\$697.58	0	\$0.00	\$0.00	\$697.58	
94	013131006000	6,100	\$0.1300	\$793.00	0	\$0.00	\$0.00	\$793.00	
95	013131007000	5,000	\$0.0000	\$650.00	0	\$0.00	\$0.00	\$0.00	
96	013131008000	5,000	\$0.0000	\$650.00	0	\$0.00	\$0.00	\$0.00	
97	013131013000	4,810	\$0.1300	\$625.30	0	\$0.00	\$0.00	\$625.30	
98	013131014000	4,116	\$0.1300	\$535.08	0	\$0.00	\$0.00	\$535.08	
99	013131016000	5,508	\$0.1300	\$716.04	0	\$0.00	\$0.00	\$716.04	
100	013131017000	4,054	\$0.1300	\$527.02	0	\$0.00	\$0.00	\$527.02	
101	013131021000	5,514	\$0.1300	\$716.82	0	\$0.00	\$0.00	\$716.82	
102	013131022000	5,034	\$0.0000	\$654.42	0	\$0.00	\$0.00	\$0.00	
103	013151004000	7,840	\$0.1300	\$1,019.20	100	\$8.50	\$850.00	\$1,869.20	
104	013152002000	8,400	\$0.1300	\$1,092.00	0	\$0.00	\$0.00	\$1,092.00	
105	013152004000	7,500	\$0.0000	\$975.00	0	\$0.00	\$0.00	\$0.00	
106	013152005000	7,500	\$0.0000	\$975.00	0	\$0.00	\$0.00	\$0.00	
107	013152007000	7,500	\$0.0000	\$975.00	0	\$0.00	\$0.00	\$0.00	
108	013152008000	4,500	\$0.0000	\$585.00	0	\$0.00	\$0.00	\$0.00	
109	013152009000	6,000	\$0.0000	\$780.00	0	\$0.00	\$0.00	\$0.00	
110	013152010000	30,000	\$0.1300	\$3,900.00	200	\$8.50	\$1,700.00	\$5,600.00	
111	013152011000	7,500	\$0.1300	\$975.00	50	\$8.50	\$425.00	\$1,400.00	
112	013152012000	7,500	\$0.1300	\$975.00	50	\$8.50	\$425.00	\$1,400.00	
113	013152016000	6,600	\$0.0000	\$858.00	0	\$0.00	\$0.00	\$0.00	
114	013152017000	7,776	\$0.1300	\$1,010.88	79.91	\$8.50	\$679.24	\$1,690.12	
115	013152018000	7,074	\$0.1300	\$919.62	0	\$0.00	\$0.00	\$919.62	
116	013152019000	6,000	\$0.1300	\$780.00	0	\$0.00	\$0.00	\$780.00	
117	013152020000	6,000	\$0.0000	\$780.00	0	\$0.00	\$0.00	\$0.00	
118	013153001000	10,000	\$0.0000	\$1,300.00	0	\$0.00	\$0.00	\$0.00	

Map ID	Assessor's Parcel Number (APN)	Parcel Size (sqft)	Parcel Assessment Rate (\$/sqft/yr)	Parcel Assessment (\$/yr)	Frontage (lin ft)	Frontage Assessment Rate (\$/lin ft/yr)	Frontage Assessment (\$/yr)	Total Initial Assessment (\$/yr)	Exemption
119	013153003000	7,500	\$0.0000	\$975.00	0	\$0.00	\$0.00	\$0.00	
120	013153004000	6,000	\$0.0000	\$780.00	0	\$0.00	\$0.00	\$0.00	
121	013153005000	6,000	\$0.0000	\$780.00	0	\$0.00	\$0.00	\$0.00	
122	013153006000	6,000	\$0.0000	\$780.00	0	\$0.00	\$0.00	\$0.00	
123	013153007000	6,000	\$0.1300	\$780.00	0	\$0.00	\$0.00	\$780.00	
124	013153008000	6,000	\$0.1300	\$780.00	0	\$0.00	\$0.00	\$780.00	
125	013153009000	7,500	\$0.1300	\$975.00	0	\$0.00	\$0.00	\$975.00	
126	013153013000	21,000	\$0.1300	\$2,730.00	140	\$8.50	\$1,190.00	\$3,920.00	
127	013153014000	8,850	\$0.1300	\$1,150.50	59	\$8.50	\$501.50	\$1,652.00	
128	013153019000	11,212	\$0.1300	\$1,457.56	40	\$8.50	\$340.00	\$1,797.56	
129	013153021000	2,500	\$0.1300	\$325.00	0	\$0.00	\$0.00	\$325.00	
130	013153022000	2,500	\$0.0000	\$325.00	0	\$0.00	\$0.00	\$0.00	
131	013153023000	18,785	\$0.1300	\$2,442.05	125.21	\$8.50	\$1,064.29	\$3,506.34	
132	013154001000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
133	013154002000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
134	013154003000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
135	013154004000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
136	013154005000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
137	013154006000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
138	013154007000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
139	013154008000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
140	013154009000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
141	013154010000	7,500	\$0.1300	\$975.00	0	\$0.00	\$0.00	\$975.00	
142	013154011000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
143	013154012000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
144	013154013000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
145	013154014000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
146	013154015000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
147	013154016000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
148	013154017000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
149	013161001000	9,661	\$0.1300	\$1,255.93	65	\$8.50	\$552.50	\$1,808.43	
150	013161002000	5,332	\$0.1300	\$693.16	110.9	\$8.50	\$942.65	\$1,635.81	
151	013162001000	126,324	\$0.0195	\$2,463.32	400	\$1.28	\$510.00	\$2,973.32	¹
152	013163001000	2,391	\$0.1300	\$310.83	0	\$0.00	\$0.00	\$310.83	
153	013163003000	7,742	\$0.1300	\$1,006.46	0	\$0.00	\$0.00	\$1,006.46	
154	013163004000	7,481	\$0.1300	\$972.53	0	\$0.00	\$0.00	\$972.53	
155	013163005000	9,000	\$0.1300	\$1,170.00	0	\$0.00	\$0.00	\$1,170.00	
156	013164001000	7,500	\$0.1300	\$975.00	0	\$0.00	\$0.00	\$975.00	
157	013164002000	5,000	\$0.1300	\$650.00	0	\$0.00	\$0.00	\$650.00	
158	013164003000	5,000	\$0.1300	\$650.00	0	\$0.00	\$0.00	\$650.00	

Map ID	Assessor's Parcel Number (APN)	Parcel Size (sqft)	Parcel Assessment Rate (\$/sqft/yr)	Parcel Assessment (\$/yr)	Frontage (lin ft)	Frontage Assessment Rate (\$/lin ft/yr)	Frontage Assessment (\$/yr)	Total Initial Assessment (\$/yr)	Exemption
159	013164004000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
160	013164005000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
161	013164009000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
162	013164010000	2,500	\$0.1300	\$325.00	0	\$0.00	\$0.00	\$325.00	
163	013164011000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
164	013164012000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
165	013164013000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
166	013164014000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
167	013164015000	6,750	\$0.1300	\$877.50	0	\$0.00	\$0.00	\$877.50	
168	013164016000	11,000	\$0.1300	\$1,430.00	0	\$0.00	\$0.00	\$1,430.00	
169	013164017000	5,500	\$0.1300	\$715.00	0	\$0.00	\$0.00	\$715.00	
170	013164018000	30,000	\$0.1300	\$3,900.00	0	\$0.00	\$0.00	\$3,900.00	
171	013171002000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
172	013171003000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
173	013171004000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
174	013171005000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
175	013171006000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
176	013171007000	4,500	\$0.1300	\$585.00	0	\$0.00	\$0.00	\$585.00	
177	013171008000	7,500	\$0.1300	\$975.00	0	\$0.00	\$0.00	\$975.00	
178	013171009000	4,791	\$0.1300	\$622.83	0	\$0.00	\$0.00	\$622.83	
179	013171011000	10,890	\$0.1300	\$1,415.70	0	\$0.00	\$0.00	\$1,415.70	
180	013172007000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
181	013172008000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
182	013172009000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
183	013172010000	0	\$0.0000	\$0.00	0	\$0.00	\$0.00	\$0.00	
184	013172011000	6,000	\$0.1300	\$780.00	0	\$0.00	\$0.00	\$780.00	
185	013172012000	9,000	\$0.1300	\$1,170.00	0	\$0.00	\$0.00	\$1,170.00	
191	013172020000	14,924	\$0.1300	\$1,940.12	0	\$0.00	\$0.00	\$1,940.12	
194	013250013000	15,923	\$0.1300	\$2,069.99	0	\$0.00	\$0.00	\$2,069.99	
195	013250014000	15,950	\$0.1300	\$2,073.50	0	\$0.00	\$0.00	\$2,073.50	
196	013250032000	32,234	\$0.1300	\$4,190.42	376	\$8.50	\$3,196.00	\$7,386.42	
197	013070004000	15,172	\$0.1300	\$1,972.36	250	\$8.50	\$2,125.00	\$4,097.36	
198	013070001000	2,323	\$0.1300	\$301.99	0	\$0.00	\$0.00	\$301.99	
TOTAL								\$234,635.98	

Exemptions:

1 = Nonprofits / Tax Exempt Parcels will be assessed at 15% of the standard rate for both lot size and frontage assessments



COUNCIL COMMUNICATION

CC #: 7835

File #: 0203-13-01

Title: City of Roseville Debt Management Policy
Contact: Monty Hanks 916-774-5313 mhanks@roseville.ca.us

Meeting Date: 7/20/2016

Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends City Council approve the attached resolution authorizing the City of Roseville Debt Management Policy effective July 1, 2016.

BACKGROUND

The Finance Department has developed the Debt Management Policy (Debt Policy) to provide guidelines for the issuance of bonds and other forms of indebtedness to finance necessary land acquisitions, capital construction, equipment, and other items for the City. While the issuance of debt is frequently an appropriate method of financing capital projects and major equipment acquisitions, such issuance must be carefully monitored to preserve the City's credit strength and to provide the necessary flexibility to fund future capital needs.

This Debt Policy shall govern, except as otherwise covered by the law, City Charter and City Code, the issuance and management of all debt and lease financings funded in the capital markets. While adherence to the Debt Policy is desired, staff recognizes that changes in the capital markets as well as unforeseen circumstances may from time to time produce situations that are not covered by the Debt Policy and may require modifications or exceptions to achieve City goals. The City's Debt Policy shall be reviewed, and updated if necessary, on an annual basis.

The Chief Financial Officer (CFO) with the assistance of the Finance Director and General Accounting staff shall have the responsibility and authority for structuring, implementing and managing the City's debt and financing program, in accordance with City Council authorizations.

The City has earned some of the highest credit ratings in the nation and as a result receives some of the lowest possible interest rates on its debt. These low interest rates result in a lower overall cost of capital to the City. This Debt Policy will assist the City in determining appropriate uses of debt financing, establish certain debt management goals and assist the City in maintaining its high credit ratings, while assuming a prudent level of financial risk and preserving the City's flexibility to finance future capital programs and requirements. Additionally, this Debt Policy is intended to set forth criteria for selecting firms to provide certain financial, legal, and other related services that will ensure that a fair and open selection process is used which provides opportunities for all qualified firms, including minority and women owned businesses.

FISCAL IMPACT

The Debt Management Policy will not have an impact to the City's General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval of the Debt Management Policy will not have an impact on economic development or job creation.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Monty Hanks, Finance Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-307

Debt Management Policy

RESOLUTION NO. 16-307

ADOPTING A DEBT MANAGEMENT POLICY

WHEREAS, the Finance Department of the City of Roseville has developed a Debt Management Policy (“Debt Policy”) to provide guidelines for the issuance of bonds and other forms of indebtedness to finance necessary land acquisitions, capital construction, equipment, and other items for the City; and

WHEREAS, this Debt Policy shall govern, except as otherwise covered by the law, City Charter and City Code, the issuance and management of all debt and lease financings funded in the capital markets, and shall be reviewed, and updated if necessary, on an annual basis; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Debt Policy is hereby adopted.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**City of Roseville
Debt Management Policy**



Effective July 1, 2016

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CITY OF ROSEVILLE DEBT MANAGEMENT POLICY

INTRODUCTION

The Finance Department of the City of Roseville (the “City”) has developed this Debt Management Policy (the “Debt Policy”) to provide guidelines for the issuance of bonds and other forms of indebtedness to finance necessary land acquisitions, capital construction, equipment, and other items for the City.

While the issuance of debt is frequently an appropriate method of financing capital projects and major equipment acquisitions, such issuance must be carefully monitored to preserve the City’s credit strength and to provide the necessary flexibility to fund future capital needs.

SCOPE

This Debt Policy shall govern, except as otherwise covered by the law, City Charter and City Code, the issuance and management of all debt and lease financings funded in the capital markets. While adherence to the Debt Policy is desired, the City recognizes that changes in the capital markets as well as unforeseen circumstances may from time to time produce situations that are not covered by the Debt Policy and may require modifications or exceptions to achieve City goals.

The City’s Debt Policy shall be reviewed, and updated if necessary, on an annual basis. The Chief Financial Officer (CFO) with the assistance of the Finance Director and General Accounting staff shall have the responsibility and authority for structuring, implementing and managing the City’s debt and financing program, in accordance with City Council authorizations.

OBJECTIVES

The City has earned some of the highest credit ratings in the nation and as a result receives some of the lowest possible interest rates on its debt. These low interest rates result in a lower overall cost of capital to the City. This Debt Policy will assist the City in determining appropriate uses of debt financing, establish certain debt management goals and assist the City in maintaining its high credit ratings, while assuming a prudent level of financial risk and preserving the City’s flexibility to finance future capital programs and requirements. Additionally, this Debt Policy is intended to set forth criteria for selecting firms to provide certain financial, legal, and other related services that will ensure that a fair and open selection

process is used which provides opportunities for all qualified firms, including minority and women owned businesses.

DEBT ISSUANCE

There are three general methods of issuing debt obligations, a competitive sale, negotiated sale and private placement.

I. Types of Bond Sales

A. Competitive Sale

In a competitive sale, security dealers submit bids either in a sealed bid or electronically secure process and the security dealer with the lowest True Interest Cost (TIC) and in compliance with the bid parameters is awarded the bonds.

B. Negotiated Sale

In a negotiated sale, an underwriter or underwriter syndicate is selected through a Request for Qualifications (RFQ) process or a Request for Proposal (RFP) process. The interest rate and underwriter's fee are negotiated prior to the sale, based on market conditions.

C. Private Placement/Bank Direct Purchase (BDP)

A private placement or bank direct purchase is a sale that is structured specifically for one purchaser, such as a mutual fund or a bank. BDPs are usually quicker and less expensive for municipalities than competitive or negotiated bond sales because they impose fewer requirements on the issuer. The interest rate may be a fixed or variable rate, as agreed between the issuer and purchaser. The term of the bonds may range from under 10 years to 15 years or not much longer, as agreed between the issuer and purchaser. The bonds may or may not be tax-exempt bonds for federal income tax purposes. If the Finance Director, or his/her designee, determines that it is in the best interest of the City from a cost or administrative standpoint, the Finance Department may negotiate financing terms with banks and financial institutions for specific borrowings.

It shall be the policy of the City to ensure the lowest risk and lowest overall interest rate to the City when issuing debt either through a competitive sale, negotiated sale or private placement, where appropriate. The City shall use the following criteria to determine whether a competitive or negotiated sale should be used.

II. Issuer Characteristics

A. Market Familiarity

A frequent issuer of a well-recognized credit such as general obligation bonds can generally sell these bonds through a competitive sale since investors and underwriters are familiar with the quality of the credit. A negotiated sale may be appropriate if extensive pre-marketing to investors is desired or required.

B. Credit Strength

The higher the credit quality of the bonds being issued, the more likely the bonds can be sold using a competitive sale due to the high demand for high quality municipal bonds. High quality credits fare well in competitive sales.

C. Policy Goals

A competitive sale does not provide the City with the flexibility of choosing the underwriter or underwriter syndicate. If the Finance Director concludes that determining the composition of the underwriter syndicate to achieve certain policy objectives is important, then a negotiated sale will be required. However, if the Finance Director selects the negotiated sale solely for policy reasons then the specific rationale and criteria for selection should clearly be specified.

III. Financing Characteristics

A. Type of Debt Instrument

The market favors familiar debt instruments such as general obligation bonds backed by the full faith and credit of the City. New credit types may require an education process that is more conducive to a negotiated sale until the market becomes comfortable with the credit.

B. Issue Size

The size of the bond sale will influence both investor interest in the bonds and the market's ability to absorb the bonds. In general if the bond sale is too small or too large a negotiated sale may be necessary. A small sale may require greater marketing to garner investor interest while a large sale may be difficult for the market to absorb without the presale activity available in the negotiated sale process.

C. Market Conditions and Timing

During periods of stable interest rates, market timing is not as critical. However, during periods of volatile interest rates, the timing of the sale becomes more critical. Bond refundings are also often very interest rate sensitive in terms of the potential level of savings or the general feasibility of the refunding. The negotiated sale provides more flexibility in terms of the structure of the bond sale as well as the timing of the bond sale and may be more appropriate when issuing refunding bonds and when interest rates are volatile.

D. Story Bonds

Bonds that require a detailed explanation due to the complexity of the credit or the repayment of the bonds are often referred to as “Story Bonds”. Due to their complexity and the additional explanation these bonds require, an extensive pre-marketing campaign is necessary. Story Bonds often require a negotiated sale composed of an underwriting syndicate that is qualified to market the bonds in order to obtain the lowest financing cost for the City.

FINANCIAL SERVICE PROVIDERS

I. Selection

In connection with debt financings, financial advisors, underwriters, and other service providers will be selected from a Qualified Vendors List (QVL) developed through a periodic Request for Qualifications (RFQ) process or, for individual financings, through a Request for Proposals (RFP) process, whichever method is deemed most appropriate given the specifics of the financing. At the discretion of the Finance Director, contracts may be awarded on a sole source basis if it is clear that an RFQ/RFP process is not feasible or not in the best interest of the City.

For competitive sales, any security dealer meeting the qualification criteria outlined in the competitive bid notice may bid in the competitive sale. For negotiated sales, only those underwriters qualified under the RFQ/RFP process may be selected. Underwriters or underwriter syndicates will be selected by the Finance Director. The allocation of bonds among syndicate members will be at the sole discretion of the Finance Director with the approval of the City Manager or his/her designee.

II. Use of Independent Financial Advisors

The City will hire financial advisors who are independent. In the event the best available financial advisor is an investment banking firm, the firm will under no circumstances be permitted to participate as the lead underwriter or as a member of an underwriter syndicate that is bidding on the bonds for which the firm is acting as a financial advisor. In addition, if the firm has any profit sharing or other type of agreement with any member of the underwriting syndicate for the transaction in question, they will not be allowed to act as the financial advisor. In general, no agreement will be permitted that would compromise the firm’s ability to provide independent advice or that could be reasonably perceived by the City as a conflict of interest. Advisors must alert the Finance Director, in writing, of any conflict, potential conflict, or potentially perceived conflict prior to entering into an agreement with the City, or if occurring after entering into an agreement with the City, as soon as the conflict, potential conflict, or potentially perceived conflict arises.

III. Communication/Solicitation

All financial consultants, including all investment banking firms, financial advisors, bond counsel, and other consultants hired in connection with any bond transaction will direct all communications, solicitations and questions to the Finance Director or his/her designee. Underwriters are reminded that under Rule G-37 of the Municipal Securities Rulemaking Board (MSRB) that a firm may be banned from providing underwriting services to the City for two years for making any political contributions to elected City officials.

ASSESSING FINANCING NEEDS FOR CAPITAL PROGRAMS

The Budget and Research Department is generally responsible for the five-year capital improvement programs (CIP) of the various City departments that are approved annually by the City

Council. These capital programs shall provide the basis for determining long-term capital needs of the City and may be supplemented with longer term capital plans or master plans when appropriate. The Finance Department shall work with the Budget and Research Department and the various City departments to develop a financial forecast related to the capital programs to identify the optimal method to finance the program, including the issuance of bonds. The Finance Department is responsible for reviewing the funding sources and financial forecast to ensure their adequacy in complying with existing bond covenants, debt limits and the potential impact on existing bond ratings prior to the issuance of any new debt.

DEBT MANAGEMENT PROCESS – TAX STATUS

Prior to the issuance of any bonds, the Finance Department, in conjunction with bond counsel and the City Attorney's Office will evaluate the tax status of any bond sales.

I. Tax-Exempt

Interest on tax-exempt bonds is excluded from the gross income of its owners for federal income tax purposes and from California income taxes and as a result tax-exempt bonds can be sold at a lower true interest cost than taxable bonds. The City, along with bond counsel, will evaluate all projects to be funded to assess their eligibility to be funded by tax-exempt bonds. The City will make every effort to ensure that all tax regulations are complied with to ensure the bonds maintain their tax-exempt status.

II. Taxable

Certain municipal bonds are sold as taxable bonds because they are issued for purposes that the federal government deems do not provide a significant benefit to the public at large or involve "private activity". In addition, certain tax laws such as the alternative minimum tax (AMT) reduced the tax exemption applicable to certain types of bonds and to certain taxpayers. Taxable bonds will be used whenever a particular project has the

potential for private activity or other uses that may call into question the eligibility to use tax-exempt financing.

DEBT MANAGEMENT PROCESS – TYPE OF DEBT

I. Fixed Rate Debt

Longer term debt usually consists of fixed interest rates over the term of the bonds and should be used to finance essential capital facilities, projects and certain equipment where it is appropriate to spread the cost of the project over more than one budget year and generally for a period not to exceed the useful life of the project being financed. In so doing, the City recognizes that future taxpayers who will benefit from the project will pay a share of its cost. Fixed rate debt provides the benefit of fixed payments during the life of the bonds and budget certainties for long-term capital planning. However, fixed rate debt is typically longer term and carries higher interest payments (assuming an upward sloping yield curve) than variable rate debt but is not subject to changes in interest rates. Fixed rate debt is the most common type of debt issued by the City.

II. Variable Rate Debt

The municipal bond market has developed several vehicles by which municipalities can borrow at short-term, variable interest rates. Variable Rate Demand Notes may be issued with interest rates that “reset” daily, weekly, monthly or semiannually at the option of the City. Commercial paper is issued with a maturity of up to 270 days at the City’s option. As the commercial paper matures, it is resold by a commercial paper dealer for another period up to 270 days.

These products are structured as a rolling series of short-term investments and therefore are priced at the short-end of the yield curve at lower interest rates than long-term fixed rate bonds (assuming an upward sloping yield curve). By accepting the risks inherent in variable interest rates, the City can take advantage of the lowest rates available in the current market.

Factors that will be considered in the use of variable rate debt are the availability and size of fund balances to cover variable rate risk, and the budget flexibility of the program being financed. Programs with large complex capital programs may use short-term financing to fund uncertain construction cash flow requirements. The short-term debt can be refinanced as fixed-rate, long term debt once the projects are complete. A project that must be carried in anticipation of grant funding may also be a candidate for

the use of variable rate financing. Examples are the Electric, Water, and Wastewater enterprise funds.

III. Use of Alternative Debt Instruments

A. Derivative Products

The use of certain derivative products, such as swaps, swaptions and the sale of call options, allow the City to realize lower all-in costs on a new debt issuance or to receive an upfront payment. One type of swap that may be used would allow the City to issue variable rate debt in exchange for fixed payments that are typically lower than fixed rate debt. However, such products have unique risks that the City and its financial advisors will evaluate as per the City's Swap Policy. The current Swap Policy is included in Appendix A.

DEBT MANAGEMENT PROCESS – DEBT CAPACITY

The determination of how much indebtedness the City can afford begins by assessing the sufficiency of future revenues. The amount of debt issued is based on the requirements of the approved 5-year CIP, subject to the condition that sufficient revenues are projected to be available. Factors such as debt service coverage requirements outlined in the bond indentures, the impact on the citizens (tax rates), and any impact on the bond ratings will be carefully considered. Different factors are considered for each type of credit. For example, Revenue or Certificates of Participation bonds for electric, water and wastewater bonds will consider the impact on customer utility bills. In the case of general obligation debt, State Statutes and the Constitution limit the amount of debt that a municipality can have outstanding.

DEBT MANAGEMENT PROCESS – SECURITY OF DEBT

I. General Obligation (G.O.) Bonds

G.O. bonds are backed by the full-faith and credit of the City and are secured by secondary property taxes.

II. Revenue Bonds

Revenue bonds are supported solely from fees generated from specific Enterprise Funds. Accordingly, in order to preserve debt capacity and budget flexibility, the City will issue revenue bonds when an identifiable revenue stream can be dedicated to support the payment of debt service. The final maturity of revenue obligations will be determined by the expected life of the project to be financed and the revenues available to repay the debt. The City's various Enterprise Funds – Electric, Water, and Wastewater issue bonds backed by revenues of the enterprise. Revenue bonds are generally issued through the Roseville Finance Authority.

III. Certificates of Participation (COP) Bonds

COP bonds are an instrument evidencing a pro rata share in a specific pledged revenue stream, usually lease payments by the issuer that are typically subject to annual appropriation. The certificate generally entitles the holder to receive a share, or participation, in the payments from a particular project. The payments are passed through the lessor to the certificate holders. The lessor typically assigns the lease and the payments to a trustee, which then distributes the payments to the certificate holders.

IV. Housing Bonds

Tax-exempt housing bonds are an important source of capital, providing loans for single-family homeownership and rental housing for very-low, low and moderate-income individuals and families. The relatively low tax-exempt interest rates, combined with federal, state, and local housing assistance programs, provide the necessary subsidy to create a supply of much needed, below market interest-rate loans.

V. Community Facilities District (CFD) Bonds

CFD bonds are issued and backed entirely by a Community Facilities District established under State Statutes for the purpose of managing and financing public improvements within the district boundaries. Any CFDs established in the City are reviewed by the

Finance Department and the Finance Department will supervise the issuance of the debt on behalf of the CFD with the CFD paying all costs of issuance including administrative support. The creation of a CFD must be approved by City Council and follow a detailed legal process. Please refer to Appendix B for additional Goals and Policies concerning CFD bonds.

VI. Special Assessment Bonds

Special assessment bonds are a special type of municipal bond used to fund development projects that benefit a discrete group of taxpayers within a special assessment district. Principal and interest owed on the bonds is paid from assessments on the property benefiting from the particular bond-funded project. The creation of an Assessment District must be approved by City Council and follow a detailed legal process. The City traditionally has made limited use of special assessment debt.

DEBT MANAGEMENT PROCESS – PURPOSE OF FINANCING

Generally, financings may be undertaken to fund new projects “new money financing” or to refund existing bonds.

I. New Money Financing

New money issues are those financings that generate funding for capital projects. These funds will be used for necessary land acquisitions, capital construction, equipment, and other items for the City. New money bond proceeds are generally not used to fund operational activities. The City also may use its commercial paper programs to provide interim new money funding. The commercial paper notes are retired upon receipt of bond proceeds from a long-term fixed rate financing.

II. Refunding Bonds

A periodic review of the City's outstanding debt will be undertaken by the Finance Department to determine refunding opportunities.

Refunding bonds are issued to retire all or a portion of an outstanding bond issue. Most typically this is done to refinance at a lower interest rate to reduce overall debt service. Alternatively, some refundings are undertaken for reasons other than to achieve cost savings, such as to restructure debt service payments, to change the type of debt instruments being used, or to eliminate undesirable covenants.

In any event, a present value savings analysis must be prepared that identifies the economic effects of any refunding being considered by the City. The savings from any particular refunding candidate shall generally be at least 5% of the refunded par amount, net of all transaction expenses. This 5% savings target may be waived by the Finance Director, or his/her designee, upon a finding that such a refunding is in the City's best overall financial interest and shall not be applicable for refunding transactions that are not solely undertaken to achieve cost savings.

DEBT MANAGEMENT PROCESS - CREDIT RATINGS

The City seeks to obtain and maintain the highest possible credit ratings for all categories of short- and long-term debt. The City will not issue bonds that do not carry investment grade ratings.

I. Rating Agency Relationships

The Finance Director, or his/her designee, shall be responsible for maintaining relationships with rating agencies that assign ratings to the City's various debt obligations. This responsibility shall include coordinating meetings and presentations in conjunction with the issuance of debt. Full disclosure of operations and open lines of communication shall be maintained with the rating agencies used by the City.

II. Use of Rating Agencies

The City may obtain a rating from at least one nationally recognized rating agency on all new bond issues being sold in the public market. The Finance Director, or his/her designee, shall determine whether or not any additional ratings will be requested on a

particular financing. The Finance Director, or his/her designee, shall determine which major rating agencies will be asked to provide a rating. Exceptions to this requirement, such as when using a private placement, are permissible, if warranted by the circumstances and approved by the Finance Director, or his/her designee.

The City and/or the financing team shall notify the rating agencies by telephone or through written correspondence when the City anticipates issuing bonds. Bond documentation shall be sent several weeks prior to the bond sale to the selected rating agencies in order to provide the rating agencies sufficient time to perform their review. A personal meeting with the selected rating agencies may be scheduled if, in the opinion of the Finance Director, or his/her designee, such a meeting is in the best interest of the City in order to obtain the highest possible credit rating.

The City shall make every reasonable effort to maintain or improve its high quality credit ratings.

The City may request an underlying rating and an insured rating on all bond issues utilizing bond insurance.

The City shall submit its audited comprehensive annual financial report to all rating agencies utilized by the City.

DEBT MANAGEMENT PROCESS – CREDIT ENHANCEMENT

Although the City has high credit ratings, credit enhancement through the use of bond insurance or a bank facility such as a letter of credit to strengthen the underlying credit rating of certain bonds may be financially beneficial. Bonds insured by insurers rated AAA will also receive the AAA rating and thus be able to be sold at a lower interest rate. Bank facilities, such as letters of credit from highly rated banks, can also be used to provide credit enhancement.

I. Bond Insurance

Bond insurance will be considered when it provides an economic benefit to a particular bond maturity or entire issue. Bond insurance provides improved credit quality for the bonds as a result of the insurance provider's guarantee of the payment of principal and interest on the bonds. Because of the decreased risk of non-payment, investors are willing to purchase insured bonds at lower yields than uninsured bonds, thus providing the issuer with interest cost savings.

A. Benefit Analysis

The decision to use bond insurance is an economic decision. A benefit analysis compares the present value of the interest savings to the cost of the insurance premium. Insurance will be purchased when the premium cost is less than the

present value of the projected interest savings. A copy of the benefit analysis shall be maintained in the files of the Finance Department.

B. Provider Selection

The City or its financial advisor will undertake a competitive selection process when soliciting pricing for bond insurance, or in the case of a competitive sale, facilitating the prequalification of bonds by insurance providers. The City recognizes that all providers may not be interested in providing bids to the City or pre-qualifying the issue. The winning security dealer in a competitive sale will determine whether it will purchase insurance for the issue. For a negotiated sale, the Finance Director shall have the authority to purchase bond insurance when deemed advantageous and the terms and conditions governing the guarantee are satisfactory.

II. Bank Facilities (Letters of Credit)

When used for credit enhancement, letters of credit ("LOC") represent a bank's promise to pay principal and interest when due for a defined period of time, subject to certain conditions. In the case of a direct-pay LOC, the trustee will draw upon the LOC to make debt service payments and the City will reimburse the LOC provider the amount drawn on the LOC by the trustee. A stand-by LOC is used to ensure the availability of funds to pay principal and interest of an obligation only if the funds in the debt service account held by the trustee are insufficient to make the debt service payment on the bonds.

DEBT MANAGEMENT PROCESS – STRUCTURAL FEATURES

I. Maturity

The final maturity of a bond sale shall be equal to or less than the remaining useful life of the assets being financed, and the average life of the financing shall not exceed 120% of the average useful life of the assets being financed.

II. Debt Service Structure

The Finance Department will carefully consider the debt service structure for each bond issue. Factors such as the flow of revenues available for a particular credit, the need to fill in gaps created by refunding specific principal maturities or to structure savings from a refunding in a particular year will be considered. Accelerated repayment may be considered within the bonding capacity constraints to provide capacity for future capital programs. Bonds will be amortized over a period of time not to exceed the useful life of the assets being financed.

III. Lien Levels

Senior, Junior and Subordinated Junior Liens for each revenue source will be utilized in a manner that will maximize the most critical constraint - typically either cost or capacity - thus allowing for the most beneficial use of the revenue source securing the bond.

IV. Capitalized Interest

Subject to Federal and State law, interest may be capitalized from the date of issuance of the debt. Interest may also be capitalized for projects in which the revenue designated to pay debt service on the bonds will be collected at a future date, not to exceed six months from estimated completion of construction. Any use of capitalized interest will require a review by bond counsel and approval by the Finance Director.

INVESTMENT OF BOND PROCEEDS

The City shall comply with all applicable Federal, State, and Indenture restrictions, if any, regarding the use and investment of bond proceeds. This includes compliance with any restrictions on the types of investment securities allowed, restrictions on the allowable yield of invested funds as well as restrictions on the time period over which some bond proceeds may be invested. The Finance Director, or his/her designee, will direct the investment of bond proceeds in accordance with the permitted investments for each particular bond issue. Investments such as guaranteed investment contracts may be considered when their use is in the best interest of the City and will be selected on a competitive basis.

CONTINUING DISCLOSURE

The City will comply when applicable with Rule 15(c)2-12 of the Securities and Exchange Commission by filing an annual report and annual financial information with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System.

ARBITRAGE REBATE

The City shall comply with all arbitrage rebate requirements as established by the Internal Revenue Service and the Finance Department shall establish a system of record keeping and reporting to meet the arbitrage rebate compliance requirements of the federal tax code. This effort shall include tracking project expenditures financed with bond proceeds, tracking investment earnings on bond proceeds, calculating rebate payments in compliance with tax law, and remitting any rebate earnings to the federal government in a timely manner in order to preserve the tax-exempt status of the City's outstanding tax-exempt debt issues. The Finance Director, or his/her designee, may enter into agreements with arbitrage service providers to assist the City with complying with arbitrage regulations.

POST ISSUANCE COMPLIANCE

The City shall comply with all applicable laws and regulations to ensure the tax-exempt status of its bonds. The Finance Department shall maintain written procedures to document the processes used to ensure compliance with applicable laws and regulations, and shall specify the positions and individuals responsible for these processes.

APPENDIX A SWAP POLICY

I. INTRODUCTION

The swap guidelines outlined herein are only intended to provide general procedural direction regarding the future use, procurement and execution of interest rate swaps and options. These guidelines are intended to relate to various interest rate hedging techniques, including the contractual exchange of different fixed and variable rate payment streams through interest rate swap agreements. The swap policies are not intended in any way to require the City of Roseville to modify or terminate existing interest rate swaps. The City of Roseville maintains the right to modify these guidelines and may make exceptions to any of them at any time in its sole discretion. Failure to comply in any manner with these swap guidelines shall not result in liability on the part of the City of Roseville to any party.

II. APPROACH AND OBJECTIVES

Interest rate swaps and options are appropriate interest rate management tools that can help the City of Roseville meet important financial objectives. Properly used, these instruments can increase the City of Roseville's financial flexibility, provide opportunities for interest rate savings or enhanced investment yields, and help the City of Roseville manage its balance sheet through better matching of assets and liabilities. Swaps should be integrated into the City of Roseville's overall debt and investment management guidelines and should not be used for speculation.

Swaps are appropriate to use when they achieve a specific objective consistent with the City of Roseville's overall financial strategies. Swaps may be used, for example, to lock-in a current market fixed rate or create additional variable rate exposure. Swaps may be used to produce interest rate savings, to alter the pattern of debt service payments, or for asset/liability matching purposes. Swaps may be used to cap, limit or hedge variable rate payments. Options granting the right to commence or cancel an underlying swap may be used to the extent the swap itself is consistent with these guidelines or the City of Roseville determines there are other advantages to be derived in granting the option; however, the City of Roseville must determine if the use of any such option is

appropriate and warranted given the potential benefit, risks, and objectives of the City. The City of Roseville's staff, together with its Bond Counsel and its Financial Advisor, periodically shall review the City of Roseville's swap guidelines and recommend appropriate changes.

In connection with the use of any swaps, the City Council shall make a finding that, per Government Code Section 5922, the applicable swap is designed to reduce the amount or duration of the interest rate risk or result in a lower cost of borrowing when used in combination with the issuance or carrying of the Bonds or enhance the relationship between the risk and return with respect to the City of Roseville's investments or program of investment, as applicable.

Rationales for Utilizing Interest Rate Swaps and Options

1. Optimize capital structure; including schedule of debt service payments and/or fixed vs. variable rate allocations
2. Achieve appropriate asset/liability match
3. Reduce risk, including:
 - a. Interest rate risk;
 - b. Tax risk; or
 - c. Liquidity renewal risk
4. Provide greater financial flexibility
5. Generate interest rate savings
6. Enhance investment yields
7. Manage exposure to changing markets in advance of anticipated bond issuances (through the use of anticipatory hedging instruments)

III. PERMITTED INSTRUMENTS

The City of Roseville may utilize the following financial products on a current or forward basis, after identifying the objective(s) to be realized and assessing the attendant risks.

1. Interest rate swaps, including fixed, floating and/or basis swaps.
2. Options, including swaptions, caps, floors, collars and/or cancellation or index-based features.

IV. PROCEDURE FOR SUBMISSION AND EXECUTION

Unsolicited proposals are to be mailed to the City Treasurer and the Financial Advisor for evaluation. Such unsolicited proposals need to be received four weeks prior to the next City Council meeting for consideration at such meeting. For proposals received within four weeks of the next City Council meeting, the City of Roseville reserves the right to consider the proposal at the following month's Council meeting.

Legal costs incurred in connection with an unsolicited proposal shall be paid by the firm submitting the proposal if for whatever reason the proposal does not close or should

the City of Roseville elect for any reason not to proceed. If the City of Roseville elects to proceed with the proposed transaction and the proposed transaction closes, the City of Roseville will absorb such legal costs through costs of issuance.

The City of Roseville staff and the Financial Advisor shall review all unsolicited proposals prior to presentation to the City Council. The City of Roseville shall only present proposals to the Council that the City of Roseville, in its sole discretion, believes should be considered further given, for example, the projected savings or other benefits and the ability to meet one or more of the objectives outlined herein. Only proposals that meet the savings guidelines (as described in the "Guidelines for Financing and Selection of the Financing Team") or that the City of Roseville staff find compelling for other reasons, shall be presented.

Procurement and Execution

The City of Roseville will not have a fixed guideline with respect to swap procurement. The City of Roseville will assess the benefits of competitively bidding financial products that are non-proprietary or generally available in the marketplace. On a product-by-product basis, the City of Roseville will have the authority to negotiate the procurement of financial instruments that have customized or specific attributes designed on the City of Roseville's behalf.

The use of financial derivative products will be recommended if they meet one of the benefits outlined herein or if they:

1. Provide a specific benefit not otherwise available;
2. Produce greater expected interest rate savings or incremental yield than cash market alternatives;
3. Are not speculative or do not create unreasonable leverage or risk;
4. Result in an improved capital structure or better asset/liability match; or
5. Reasonably pass the risk evaluation required by these guidelines

Conformance with Dodd-Frank

It is the intent of the City to conform this policy to the requirements relating to legislation and regulations for over-the-counter derivatives transactions under Title VII of the Wall Street Transparency and Accountability Act of 2010, as supplemented and amended from time to time (herein collectively referred to as "Dodd-Frank"). Pursuant to such intent, it is the policy of the City that: (i) each swap advisor engaged or to be engaged by the City will function as the designated qualified investment representative of the City, sometimes referred to as the "Designated QIR"; (ii) each swap advisor agrees to meet and meets the requirements specified in Commodity Futures Trading Commission Regulation 23.450(b)(1) or any successor regulation thereto (herein referred to as the "Representative Regulation"); (iii) each swap advisor provide a written certification to the City to the effect that such swap advisor agrees to meet and meets the requirements specified in the Representative Regulation; (iv) the City monitor the

performance of each swap advisor consistent with the requirements specified in the Representative Regulation; (v) the City exercise independent judgment in consultation with its swap advisor in evaluating all recommendations, if any, presented by any counterparty with respect to transactions authorized pursuant to this Debt Policy; and (vi) the City rely on the advice of its swap advisor with respect to transactions authorized pursuant to this Debt Policy and not rely on recommendations, if any, presented by any counterparty with respect to transactions authorized pursuant to this Debt Policy.

Counter-Party Risk Assessment

The City of Roseville will only do business with highly rated counter parties or counter parties whose obligations are supported by highly rated parties. The City of Roseville will structure swap agreements to protect itself from credit deterioration of counter parties, including the use of credit support annexes or other forms of credit enhancement to secure counter party performance. Such protection shall include any terms and conditions which in the City of Roseville's sole discretion are necessary or appropriate or in the City of Roseville's best interest.

The City of Roseville shall enter into interest rate swap transactions only with qualified swap counter parties. Qualified swap counter parties are investment banks as will be identified by the Financial Advisor. Qualified swap counter parties should be rated at least "Aa3" or "AA-" by one of the nationally recognized rating agencies (i.e. Moody's, Standard and Poor's, and Fitch) and not rated lower than "A2" or "A" by any nationally recognized rating agency. In addition, the counter party must have a demonstrated record of successfully executing swap transactions as well as creating and implementing innovative ideas in the swap market. Each counter party shall have minimum capitalization of at least \$150 million.

The City of Roseville should not have an immutable credit standard. However, the City of Roseville will attempt to do business with highly rated counter parties of "Aa3" or "AA-" or better. For lower rated (below "Aa3" or "AA-") counter parties, the City should seek credit enhancement in the form of:

1. Contingent credit support or enhancement; or
2. Collateral consistent with the policies contained herein

V. SWAP ANALYSIS AND PARTICIPANT REQUIREMENTS

In connection with any swap, the City of Roseville and its Financial Advisor shall review the proposed transaction and outline any considerations associated with the transaction to the City Council. Such a review should include the following:

1. The identification of the proposed benefit and potential risks, which shall include, but not necessarily be limited to, those risks outlined herein
2. Independent analysis of potential savings from a proposed transaction
3. Fixed versus variable rate and swap exposure before and after the proposed transaction
4. Market Net Termination Exposure (as outlined herein) for all existing and proposed transactions at the City of Roseville

Swap Risks

1. Counter party Risk – The risk of a payment default on a swap by an issuer’s counter party
2. Termination Risk - The risk that a swap has a negative value and the issuer owes a “breakage” fee if the contract has to be liquidated
3. Tax Risk – A mismatch between changes in the rate or price on an issuer’s underlying bonds and the swap caused by a reduction or elimination in the benefits of the tax exemption for municipal bonds, e.g. a tax cut, which results in an increase in the ratio of tax-exempt to taxable yields
4. Basis Risk – A mismatch between the rate on an issuer’s underlying bonds and the rate paid under the swap, e.g. a tax-exempt variable rate issue which trades at 62% of LIBOR while the issuer only receives 60% of LIBOR under the swap
5. Tax Exemption Risk – The risk that the transaction may make the issuer’s related bonds taxable
6. Liquidity/Remarketing Risk – The risk that an issuer cannot secure a cost-effective renewal of a Letter or Line of Credit or suffers a failed auction or remarketing with respect to its variable-rate bonds

Benefit Expectation

Financial transactions, using fixed rate swaps or other derivative products, should generate 2% greater projected savings than the savings guidelines (as described in the “Guidelines for Financing and Selection of the Financing Team”) then in effect for traditional bonds. This threshold will serve as a guideline and will not apply should the transaction, in the City of Roseville’s sole judgment, help to meet any of the objectives outlined herein. The higher savings target reflects the greater complexity and higher risk of derivative financial instruments. At a minimum, such financial transactions should provide a savings of no less than 5% over refunded par regardless of the spread between the financial transaction and a traditional bond refunding.

For example, assuming a refunding of \$100 million of existing bonds, a traditional fixed rate advance refunding that does not use derivative products would have a present value savings threshold of \$5.0 million, which is 5.0% of the refunded par. If the refunding structure utilizes a derivative product, the threshold would be \$7.0 million in present value savings, 7.0% of the refunded par. Therefore, the transaction utilizing a swap or other derivative product would have to generate an additional \$2.0 million to meet the target.

For variable rate or other swap transactions that do not result in a fixed interest rate, the City of Roseville will evaluate any additional value generated through the transaction in assessing the benefits of proceeding, including the ability to meet the objectives outlined herein. These benefits include, for example, reducing interest rate or tax risk, optimizing the capital structure or further reducing interest expense.

In determining any benefit in implementing a fixed-to-variable swap, the cost of remarketing, in addition to the cost of credit enhancement or liquidity fees must be added to the projected variable rate. Such a calculation should consider the trading performance of comparable bonds and any trading premium resulting from a specific form of credit enhancement or liquidity and/or any impact related to broader industry trends.

VI. LEGAL AND CONTRACTUAL REQUIREMENTS

Unless otherwise approved by Council, the City of Roseville will use standard ISDA swap documentation including the Schedule to the Master Agreement and a Credit Support Annex. The City of Roseville may use additional documentation if the product is proprietary or the City of Roseville deems in its sole discretion that such documentation is otherwise in its interest.

Terms and Notional Amount of Swap Agreement

The City of Roseville shall determine the appropriate term for an interest rate swap agreement on a case-by-case basis. In connection with the issuance or carrying of bonds, the term of the swap agreement between the City of Roseville and a qualified swap counter party shall not extend beyond the final maturity date of existing debt of the City of Roseville on the related Project, or in the case of a refunding transaction, beyond the final maturity of the refunding bonds. For purposes of calculating net exposure, credit shall be given to any fixed versus variable rate swaps that offset termination exposure for a specific Project or bond transaction. For variable rate transactions, credit may also be given for any assets that are used to hedge a transaction as long as in the City of Roseville's judgment such assets are reasonably expected to remain in place on a coterminous basis with the swap.

Terms and conditions of any swap shall be negotiated by the City of Roseville in the best interests of the City of Roseville subject to the provisions of the Government Code and, unless otherwise waived or altered by the City of Roseville, these guidelines. The swaps between the City of Roseville and each counter party shall include, as appropriate, payment, term, security, collateral, default, remedy, termination, and other terms, conditions and provisions as the City of Roseville, in consultation with its Bond Counsel and Financial Advisor, deems necessary or desirable.

Subject to the provisions contained herein, the City of Roseville swap documentation and terms should include the following:

1. Downgrade provisions triggering termination shall in no event be worse than those affecting the counter party
2. Governing law for swaps will be New York law, but should reflect California authorization provisions
3. The specified indebtedness related to credit events in any swap agreement should be narrowly drafted and refer only to specific Project debt

4. Collateral thresholds should be set on a sliding scale reflective of credit ratings (see Collateral below)
5. Eligible collateral as set forth in the Collateral section below.
6. Termination value should be set by “market quotation” methodology, when the City of Roseville deems appropriate
7. The City of Roseville should only agree to an Additional Termination Event for the City of Roseville to the extent that the ratings on the applicable the City of Roseville bonds fall below a ratings trigger acceptable to the City of Roseville and the counter party and no form of credit support or enhancement is in place

Termination Provision

All swap transactions shall contain provisions granting the City of Roseville the right to optionally terminate a swap agreement at any time over the term of the agreement. Such a provision shall be required even if any termination is at market. In general, exercising the right to terminate an agreement should produce a benefit to the City of Roseville, either through the receipt of a payment from a termination or, if the termination payment is made by the City of Roseville, in conjunction with a conversion to a more beneficial (desirable) debt obligation of the City of Roseville.

Collateral

As part of any swap agreement, the City of Roseville shall require collateralization or other forms of credit enhancements to secure any or all swap payment obligations. As appropriate, the City of Roseville, in consultation with its Bond Counsel and Financial Advisor, may require collateral or other credit enhancement to be posted by each swap counter party under the following circumstances:

1. Each counter party to the City of Roseville may be required to post collateral if the credit rating of the counter party or parent falls below the “AAA” category. Additional collateral for further decreases in credit ratings of each counter party shall be posted by each counter party in accordance with the provisions contained in the collateral support agreement to each counter party with the City of Roseville the City of Roseville. Maximum un-collateralized exposure for: (i) “AAA” rated counter parties is \$40 million; (ii) “AA” rated counter parties is \$10 million; and (iii) below “AA” category, uncollateralized exposure is zero
2. Threshold amounts shall be determined by the City of Roseville on a case-by-case basis. The City of Roseville will determine the reasonable threshold limits for the initial deposit and for increments of collateral posting thereafter
3. Collateral shall be deposited with a third party trustee, or as mutually agreed upon between the City of Roseville and the counter party
4. A list of acceptable securities that may be posted as collateral and the valuation of such collateral will be determined and mutually agreed upon during negotiation of the swap agreement with each swap counter party. A complete list of acceptable securities and valuation percentages are included as Attachment A

5. The market value of the collateral shall be determined on at least a monthly basis, or more frequently if the City of Roseville determines it is in the City's best interest given the specific collateral security
6. It shall be determined on a case-by-case basis whether other forms of credit enhancement are more beneficial to the City

VII. LIMITATIONS ON TERMINATION EXPOSURE

In order to diversify the City's counter party credit risk, and to limit the City of Roseville's credit exposure to any one counter party, limits will be established for each counter party based upon both the credit rating of the counter party as well as the relative level of risk associated with each existing and projected swap transaction. The guidelines below provide general termination exposure guidelines with respect to whether the City of Roseville should enter into an additional transaction with an existing counter party. The City of Roseville Council may make exceptions to the guidelines at any time to the extent that the execution of a swap achieves one or many of the goals outlined in these guidelines or provides other benefits to the City.

Such guidelines will also not mandate or otherwise force automatic termination by the City of Roseville or the counter party. Maximum Net Termination Exposure is not intended to impose retroactively any terms and conditions on existing transactions. Such provisions will only act as guidelines in making a determination as to whether or not a proposed transaction should be executed given certain levels of existing and projected net termination exposure to a specific counter party. Additionally, the guidelines below are not intended to require retroactively additional collateral posting for existing transactions. Collateral posting guidelines are described in the "Collateral" section above. The calculation of net termination exposure per counter party will take into consideration multiple transactions, some of which may offset the overall exposure to the City of Roseville.

Maximum Net Termination Exposure will be based on the sum of (i) the market value of existing transactions as of the first day of the month prior to the execution of any new transaction plus (ii) the expected worse case termination value of the new transaction. The maximum termination exposure will also be tied to the credit rating of a counter party and whether or not the counter party has posted collateral against this exposure.

Under this approach, the City will set limits on individual counter party exposure based on existing as well as new or proposed transactions. For existing transactions, exposure will be based on the market value as of the last quarterly swap valuation report provided by the Financial Advisor. For a new or proposed transaction, the City of Roseville will calculate the projected maximum exposure based on the estimated maximum exposure assuming two standard deviations. Standard deviation is a statistic obtained by squaring the average difference from the mean of a distribution of numbers. Two standard deviations capture 95% of the population of a distribution of numbers. For purposes of the calculation, two standard deviations shall be calculated as

the annualized standard deviation of weekly swap rates over the preceding 52 weeks. The time period may vary according to market conditions which could range from flat to volatile.

The sum of the existing market value and the projected maximum exposure shall constitute the Maximum Net Termination Exposure. For purposes of this calculation, the City of Roseville shall include all existing and projected transactions of an individual counter party and all transactions will be analyzed in aggregate such that the maximum exposure will be additive and netted on a per Project basis. The rationale behind aggregating and netting on a Project basis is that the exposure will vary for individual members depending on their participation in different Projects.

For example, if the City of Roseville has \$13.0 million (i.e. the City of Roseville would owe termination payment) of exposure to a counter party, the Maximum Net Termination Exposure under the definition above, is the projected maximum termination exposure less the outstanding exposure. If projected maximum termination exposure on the proposed transaction, assuming two standard deviations, is \$20 million, net termination exposure would be \$7.0 million.

The exposure thresholds, which will be reviewed periodically to ensure that they remain appropriate, will also be tied to credit ratings of the counter parties and whether or not collateral has been posted. If collateral has been posted, the City of Roseville cannot exceed \$30.0 million of collateralized exposure. In addition, there would be a further limit on the amount of uncollateralized exposure, including any threshold amounts under the Credit Support Annex. For AAA-rated counter parties, the City of Roseville could have up to \$40.0 million of uncollateralized exposure; for counter parties in the AA category, the City of Roseville could have up to \$10.0 million of uncollateralized exposure and for counter parties below the AA category, the City of Roseville could have no uncollateralized exposure. If a counter party has more than one rating, the lowest rating will govern for purposes of the calculating the level of exposure. A summary table is provided below.

Credit Ratings	Maximum Collateralized Exposure	Maximum Uncollateralized Exposure	Maximum Total Termination Exposure
AAA	NA	\$40.0 million	\$40.0 million
AA Category	\$30.0 million	\$10.0 million	\$40.0 million
Below AA	\$30.0 million	None	\$30.0 million

Assuming the same example as above, if the counter party is currently rated “Aa2” and “AA+,” the exposure thresholds would only take effect if Net Termination Exposure increased an additional \$3.0 million (from the original \$7.0 million above).

If the exposure limit is exceeded by a counter party, the City of Roseville shall conduct a review of the exposure limit per counter party. The City, in consultation with its Bond Counsel and Financial Advisor, shall explore remedial strategies to mitigate this exposure.

VIII. ONGOING MANAGEMENT

The City of Roseville will seek to maximize the benefits and minimize the risks it carries by actively managing its swap program. This will entail frequent monitoring of market conditions, by both the Financial Advisor and swap counter party, for emergent opportunities and risks. Active management may require modifications of existing positions including, for example:

1. Early termination;
2. Shortening or lengthening the term;
3. Sale or purchase of options; or
4. Use of basis swaps.

On an overall basis, the City's swap program is not expected to be very large relative to all of its investment and debt activities. Swaps will be used in response to particular market conditions and needs of the City for which swaps are the best investment or debt-management option.

IX. ONGOING REPORTING REQUIREMENTS

A written report providing the status of all interest rate swap agreements entered into by the City of Roseville will be provided to the City Council on an annual basis (or other basis, if so directed by Council) and shall include the following:

1. A description of all outstanding interest rate swap agreements, including Project and bonds series, type of swap, rates paid and received by the City of Roseville, total notional amount, average life of each swap agreement, remaining term of each swap agreement
2. Highlights of all material changes to swap agreements or new swap agreements entered into by the City of Roseville since the last report
3. Termination Exposure of each of the City of Roseville's interest rate swap agreements
4. The credit rating of each swap counter party and credit enhancer insuring swap payments, if any
5. If applicable, information concerning any default by a swap counter party to the City of Roseville, including but not limited to the financial impact to the City of Roseville, if any
6. If applicable, information concerning any default by the City of Roseville to a swap counter party

7. A summary of swap agreements that were terminated or that have expired
8. For a swap transaction entered into to generate debt service savings, the City of Roseville will calculate on an annual basis the actual debt service requirements versus the projected debt service on the swap transaction at the original time of execution. Such a calculation shall include a determination of the cumulative actual savings (or, if applicable, additional payments made by the City of Roseville) versus the projected savings at the time the swap was executed

Attachment A – Acceptable Collateral

Security	Valuation Percentage
Cash	100%
Negotiable debt obligations issued by the U.S. Treasury Department or the Government National Mortgage Association (“Ginnie Mae”), or (y) mortgage backed securities issued by Ginnie Mae (but with respect to either (x) or (y) excluding interest only or principal only stripped securities, securities representing residual interests in mortgage pools, or securities that are not listed on a national securities exchange or regularly quoted in a national quotation service) and in each case having a remaining maturity of: (i) less than one year (ii) one year or greater but less than 10 years (iii) 10 years or greater	100% 98% 95%
Negotiable debt obligations issued by the Federal Home Loan Mortgage Corporation (“Freddie Mac”) or the Federal Home Loan Mortgage Association (“Fannie Mae”) or (y) mortgage backed securities issued by Freddie Mac or Fannie Mae but excluding interest only or principal only stripped securities, securities representing residual interests in mortgage pools, or securities that are not listed on a national securities exchange or regularly quoted in a national quotation service	95%
Any other collateral acceptable to the City of Roseville in its sole discretion. The valuation percentage shall be determined by the Valuation Agent from time to time and in its reasonable discretion	The valuation percentage shall be determined by the Valuation Agent from time to time and in its reasonable discretion.

For example, if a counter party is required to post \$1.0 million of collateral and wished to use Ginnie Mae’s with five years remaining to maturity, it would be required to post \$1,020,409 (\$1.0 million/0.98) to satisfy the collateral requirement.

APPENDIX B

CFD GOALS AND POLICIES

INTRODUCTION

The purpose of these CFD Goals and Policies is to establish for the City of Roseville (the "City") a format to establish the public benefit and guidelines for the financial aspects of Community Facilities Districts. The underlying principles behind the proposed policies are public interest and benefit, fairness to current and future property and homeowners, avoidance of future failure of the project and/or property owner protest, protection of the City's financial position, and reimbursement to the City of its incurred expenses.

Community Facilities District laws are found in the Mello-Roos Community Facilities Act of 1982 in the California Government Code, beginning at Section 53311. These Goals and Procedures are adopted by the City in compliance with Section 53312.7 of the Government Code.

1. GOALS & POLICIES

The City has developed the following Goals and Policies on financing facilities and/or services through the formation of Community Facilities Districts, including financing public facilities through the issuance of debt to be repaid from proceeds of Special Taxes levied within the districts. It is the City's goal to support projects which address a public need and provide a public benefit. Proposed projects requesting Community Facility District debt financing will be evaluated to determine if such financing is financially viable and in the best interest of the City and current and future City and project residents.

The City may consider Facilities or Services District formation on its own initiative and also will consider developer or property owner initiated applications requesting the formation of Community Facilities Districts and the issuance of bonds to finance eligible public facilities necessary to serve newly developing commercial, industrial and residential projects in the following instances:

- (1) When tax-exempt financing of project public facilities will result in a significant public benefit; and/or
- (2) When the City has negotiated and executed a Development Agreement addressing project implementation; and/or

- (3) When City based needs and circumstances warrant financing public services or facilities through a special tax to provide significant public benefit.

Generally, community serving public facilities will be eligible for this tax-exempt financing program. Facilities will be financed and districts formed in accordance with the then current provisions of the Mello-Roos Community Facilities Act of 1982, as amended, or any other methodology legally available to the City to finance such improvements.

Each time public facilities are to be built or accepted by the City a community facilities is formed for the benefit of a development project, and maintenance requirements will exceed normal City standards, the City will require the creation of a maintenance district, services district or Home/Property Owners Association suitable to provide such needs. The maintenance or services district may be established pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, or any other methodology legally available to the City to finance such maintenance. The purpose of the services/maintenance district is to fund all or a portion of the ongoing costs of parks and open space, public landscaping, police and fire protection services and library services and maintenance; and/or to pay for any unfunded ongoing City maintenance or service costs associated with the development project.

Existing neighborhoods may petition the City for the use of financing to fund local or neighborhood serving services and/or facilities in accordance with the Mello-Roos Community Facilities Act of 1982.

The City shall make the determination as to whether a proposed district shall proceed under the provisions of the Mello-Roos Community Facilities Act of 1982, or any other methodology legally available to the City to finance improvements, services or maintenance. The City may confer with consultants and the applicant to learn of any unique district requirements such as facilities or services serving the regional area or long-term development phasing prior to making any final determination.

All City and consultant costs incurred in the evaluation of new development district applications and the establishment of districts will be paid by the applicant(s) ('petitioner(s)') by advance deposit increments. The City shall not incur any non-reimbursable expense for processing Community Facilities Districts. Expenses not chargeable to the district shall be borne by the applicant(s).

2. DEFINITIONS

Unless the context otherwise requires, the terms employed in the following policies shall have the meanings specified below:

"Bonds" means bonds authorized and issued under the Mello-Roos Community Facilities Act of 1982.

"City" means the City of Roseville.

"District" means a Community Facilities District formed under the Mello-Roos Community Facilities Act of 1982.

"Pay-As-You-Go Basis" means the use of annual and/or one-time Special Tax revenues to directly fund the acquisition, construction, improvement of Public Facilities.

"Public Facilities" means improvements authorized to be constructed or acquired under the Mello-Roos Community Facilities Act including, but not limited to, costs for specified capital facilities imposed by public agencies as a condition to approval of the development encompassed by the district or as a condition to service the district, which may include, but is not limited to infrastructure improvements such as major streets and arterials; highway improvements and freeways; freeway interchanges; right of way acquisitions; bridges, water sewer and drainage improvements; landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks; wetlands; electrical conduits; transit improvements; and other improvements which are defined as authorized improvements under the Community Facilities District (s) selected by the City or any ordinance under the City.

"Value" or "Fair Market Value" means the amount of cash or its equivalent which a property would bring if exposed for sale in the open market under conditions in which neither buyer nor seller could take advantage of a difficulty of the other, both having knowledge of all of the uses and purposes to which the property is adapted, and for which it is capable of being used and of the enforceable restrictions upon its uses and purposes.

3. ELIGIBLE PUBLIC FACILITIES AND SERVICES

Infrastructure and public facilities eligible for district financing are those improvements which benefit properties within a proposed development, and/or will mitigate impacts of that development upon areas of the City outside the proposed development, and which will be owned, operated and maintained by the City or another public agency approved by the City.

The City has final determination as to any facility's eligibility for financing as well as the prioritization of facilities to be included within a financing district. Generally, "in-tract" (i.e., local streets) improvements will not be considered eligible.

If a school is financed, the school district's goals and policies, if any, including its priority access policy will be coordinated with the formation of a district.

Public services eligible for district financing are those public services which benefit properties within a proposed development or area of the City subject to the special tax, subject to the limitation that a Community Facilities District tax approved by vote of the landowners of the district may only finance services to the extent that they are in addition to those provided in the territory of the district before the district was created.

4. VALUE-TO-LIEN RATIO

The City may sell bonds for the district only if it determines that the value of the real property that would be subject to the special tax to pay debt service will be at least three (3) times the principal amount of the bonds to be sold and the principal amount of all other bonds outstanding that are secured by a special tax or bonded special assessment. Such determination will be based upon the full cash value as shown on the ad valorem assessment roll or upon an appraisal of the subject property made in a manner consistent with policies of the City. Requirements of a higher value to lien ratio may be imposed by the City and will be determined by City staff with recommendations from bond counsel, financial advisor, and the underwriter, with consideration of the facts pertaining to each particular project, including diversification of land ownership. Each project will be considered on its own merits. Additionally, the aggregate value to lien ratio of no more than five percent (5%) of the parcels expected to be subject to special taxes to pay debt service shall be below 3:1 or such higher ratio as determined by the City. The Finance Director may allow exceptions to its value to lien ratio requirements in accordance with the Mello Roos Act if he/she can find and determine that the proposed bonds do not present any unusual credit risk due to the availability of credit enhancements or for other reasons determined.

The appraisal shall be coordinated by, under the direction of, and addressed to the City. All costs associated with the preparation of the appraisal report shall be paid by the applicant through the advance deposit mechanism. The appraisal shall be conducted in accordance with criteria, standards and assumptions established by the City, based upon the recommendations for each specific project received from the underwriter and financial advisor designated by the City. In every case, the appraisal shall reflect recognized appraisal standards for land-secured bond financing. The City prefers that the appraisal be prepared in accordance with the recommendations of the California Debt Advisory Commission as contained in the Appraisal Standards for Land-Based Secured Financings, and deviations therefrom will only be considered upon recommendation from bond counsel, financial advisor, the underwriter and/or the appraiser, with consideration of the facts pertaining to each particular project. In the case of a phased development, land value appraisal should include the developed land value assuming the infrastructure to be included in the current financing is completed. However, land values for remaining future phases of the development should not assume future infrastructure is completed.

5. MARKET ABSORPTION STUDY

The City may require a market absorption study, and may retain a consultant to prepare a report to verify market absorption assumptions and projected sales prices of the properties subject to the special taxes in the district. The study, if required, shall include an estimate of the total number of units, land uses and rate of absorption, and will be used as a basis for verification that sufficient revenues can be generated, and to determine if the financing of the infrastructure and public facilities is appropriate given the projected level and pace of development. All City and consultant costs incurred for this study will be paid by the applicant by advance deposit or out of special taxes or bond proceeds.

The study will also be provided to the appraiser for use in the appraisal process. The market absorption study should be completed prior to completion of the appraisal, and the appraisal shall take into consideration and reasonably reconcile to the conclusions of the market absorption study or include reasons for significant alternate conclusions.

6. SECURITY

For new development, the applicant or property owner must demonstrate its financial plan and ability to pay all special taxes before full build-out has taken place to the satisfaction of the City. Additional security such as credit enhancement may be required by the City in its sole discretion in certain instances.

If the City requires letters of credit or other credit enhancement, the credit enhancement shall be issued by an institution in a form and upon terms and conditions satisfactory to the City. All fees payable on the letter of credit or other security shall be the sole responsibility of the district applicant or developer, not the City or district. Any security required to be provided by the applicant shall be discharged by the City upon the opinion of a qualified appraiser retained by the City that the value-to-lien ratio has reached an acceptable level as determined by the City or upon meeting other credit criteria established by the City.

As an alternative to providing security, depending on circumstances:

- A. A portion of the bond proceeds may be placed in escrow with a corporate agent in an amount sufficient to assure an acceptable value-to-lien ratio is reached on the escrowed proceeds. The escrowed proceeds shall be released at such times and in such amounts as will assure an acceptable value-to-lien ratio with regard to the aggregate outstanding bonds and other covenants; or
- B. The bonds may be issued in series with each series in an amount sufficient to assure an acceptable value-to-lien ratio with regard to the aggregate outstanding bonds and other covenants.

7. SPECIAL TAX FORMULA

The special tax formula for each district shall adhere to the following requirements:

- A. The maximum special tax shall include the annual costs incurred by the City to administer the district, including debt service, City and County administrative expenses and delinquency coverage in an amount determined appropriate by City staff.
- B. The special tax formula shall establish tax rates which correspond to the expected land use designation of each parcel.
- C. The special tax formula shall be structured to ensure sufficient funds to pay for annual debt service and administrative expenses of the district.
- D. A backup special tax or other mechanism to protect against changes in densities resulting in insufficient annual special tax revenues to pay annual debt service and administrative expenses shall be required.
- E. The City may, at its sole discretion, provide for an annual escalation factor, not to exceed two percent (2%) of the Maximum Special Tax for Facilities Districts with residential parcels (bonded) in effect for the prior fiscal year. For Services Districts (non-bonded) or non-residential Districts, the City may provide for an annual escalation factor, not to exceed four percent 4% of the Maximum Special Tax in effect for the prior fiscal year.

The maximum annual special tax submitted to the qualified electors of the CFD, when added together with all the annual payment requirements of overlapping debt and bonded assessments, and ad-valorem property taxes, shall not exceed one and three-fourths percent (1.75%) of the anticipated (as developed) Fair Market Value of the subject properties, based on projected home prices at time of bond sale, however, City staff may allow for a limit of more than one and three-fourths percent (1.75%) at the Finance Director's discretion.

The City shall retain a special tax consultant to prepare a report which:

- A. Recommends a special tax formula for the proposed CFD.
- B. Evaluates the special tax proposed to determine its ability to adequately fund identified public facilities, City administrative costs, services (if applicable) and other related expenditures. Such analysis shall also

address the resulting aggregate tax burden of all proposed special taxes plus existing special taxes, ad valorem taxes, and assessments on the properties within the CFD. The rates and method of apportionment of special taxes shall be designed to ensure sufficient revenues are produced in case of final development at lower densities than anticipated.

- C. Consultants of the City for the District shall comply with the existing policies of the Fair Political Practices Commission and of the California Government Code.

For bonded districts the City may retain a Financial Advisor who will review the Tax Formula and other financial documents to determine that the documents have been prepared in a manner that does not adversely impact the City's financial position, district bonding capacity or credit rating. The Financial Advisor will confirm the findings of the Special Tax Consultant that the proposed Special Taxes are sufficient to fund all the future costs of the district. Costs incurred for these consultants will be paid by the applicant(s) by advance deposit increments and may be reimbursed from bond proceeds or Special Tax collections.

8. TERMS AND CONDITIONS OF BONDS

All terms and conditions of the bonds shall be established by the City, and included in the Fiscal Agent Agreement. The City or a designated fiscal agent will control, manage and invest all district issued bond proceeds designated for use on improvements. Each bond issue shall be structured to adequately protect bond owners and to not adversely impact the bonding capacity or credit rating of the City through the special taxes or assessments, credit enhancements, foreclosure covenant and reserve fund. Unless otherwise authorized by the City, the following shall serve as bond requirements:

- A. If required, a reserve fund equal to an amount equal to the lesser of ten percent (10%) of the initial bond principal, or maximum annual debt service on the Bonds, or one hundred and twenty-five percent (125%) of average annual debt service, or as otherwise provided by Federal tax law. If agreed by the City and the Underwriter, a Surety may be purchased in lieu of a funded reserve.
- B. The special taxes shall be levied for the first fiscal year following sale of the bonds for which they may be levied or at the end of capitalized interest period. Interest may be funded (capitalized) during a period not to exceed twenty-four (24) months, as determined by the Finance Director.
- C. The repayment of principal shall begin on the earliest principal payment date for which sufficient special tax revenues can be made available after the end of

the capitalized interest period, or otherwise as determined by the Finance Director to be appropriate.

- D. The City may consider an increasing annual debt service by two percent (2%) per year for the term of the bonds. Determination of this shall be made by the Finance Director.
- E. The maximum special tax shall be established to assure that the annual revenue produced by levy of the maximum special tax shall be equal to at least one hundred and ten percent (110%) of the maximum annual debt service.
- F. Prior to the issuance of the bonds, the City may authorize its bond counsel to commence and process to final judgment an action establishing the validity of the proceedings, special tax and issuance of bonds, as determined appropriate by the City and such bond counsel.
- G. In instances where multiple series of bonds are to be issued, the first series shall include public facilities of highest priority as determined by the City to be appropriate for initial development.
- H. All statements and materials related to the sale of Community Facilities District bonds shall emphasize and state that neither the good faith, nor the taxing power of the City is pledged to security or repayment of the bonds. The sole source of revenues to secure bonds are special taxes.

9. DISTRICT COSTS, DEPOSITS AND REIMBURSEMENTS

All City and consultant costs incurred in the formation, evaluation and administration of district applications and the establishment of districts will be paid by the applicant by advance deposit increments. The City shall not incur any non-reimbursable expenses for processing and administering districts. Expenses not chargeable to the district shall be directly borne by the applicant.

Funds to reimburse costs and expenses incurred by the City shall be billed to the applicant and the applicant shall pay each invoice within sixty (60) calendar days of receipt of such notice. If the applicant fails to make any payment of funds for the proceedings, the City may suspend all proceedings until receipt of such additional deposit.

For districts financing facilities, except as otherwise provided herein, the applicant shall be entitled to reimbursement for reasonable costs and expenses incident to the construction of the public facilities as provided under the Mello-Roos Community Facilities Act of 1982, provided that all such costs and expenses are determined by the City to be necessary and reasonable.

The applicant or property owner shall not be entitled to reimbursement from bond proceeds for any of the expenses specified as follows:

- A. In-house administrative and overhead expenses incurred by the applicant;
- B. Interest expense incurred by the applicant on moneys advanced or expended during the proceedings and construction of public facilities; and
- C. Any other costs and expenses incurred by the applicant which are not otherwise authorized for reimbursement under the Mello-Roos Act.

Neither the City nor the district shall be required to reimburse the applicant or property owner from any funds other than the proceeds of bonds issued by the district and pay-as-you-go special taxes.

10. AGREEMENTS

Agreements will be prepared incidental to district formation proceedings in a form satisfactory to the City and consistent with these policies. These agreements may include, but not be limited to:

- A. Funding, Construction and Acquisition Agreement;
- B. Joint Community Facilities Agreements with any other public agency entitled to receive any portion of the bond proceeds or entitled to own and operate any the public facilities financed by bond proceeds; and
- C. Deposit and Reimbursement Agreement.

As a condition to the issuance and sale of bonds, all of the agreements specified shall be duly approved and executed by the parties thereto. Prior to execution of any agreements, such agreements shall be reviewed and approved by bond counsel and the City Attorney, who shall determine if each agreement shall also be approved by the City Council. Agreement approval by the City Attorney shall be indicated thereon when appropriate.

11. USE OF CONSULTANTS

The City shall have the sole discretion as to selection of consultants and determination of fees and expenses of all consultants necessary for the formation of the district and the issuance of bonds, including the underwriter(s), bond counsel, financial advisor, appraiser, trustee, paying agent, market absorption study consultant, and the special tax consultant

after reasonable consultation with the applicant. Prior consent of the applicant shall not be required in the determination by the City of the consulting and financing team.

The City shall also be responsible for determining the structure of the bonds to be issued, including the method of sale (negotiated or competitive), the need for bond ratings, investment of bond proceeds, and all other terms and conditions incidental to structuring and closing a bond issuance and distribution of proceeds, including pay-as-you-go funding and/or reimbursement to developer from excess (after debt service and district administration) special tax collections.

12. ACQUISITION PROVISIONS

The City, at its sole discretion, will determine the facilities to be acquired and the method of determining reasonable acquisition costs, which shall be set forth in the Funding, Construction and Acquisition Agreement. Applicable bidding, prevailing wage, and Department of Industrial Relations' registration requirements are extensive and will be addressed during the preparation of the Funding, Construction and Acquisition Agreement.

13. DISCLOSURE TO PURCHASERS

The applicant or property owner will be required to demonstrate to the satisfaction of the City that, to the best of their abilities, there will be full disclosure of the Mello-Roos special taxes to prospective purchasers of property including interim purchasers and sales to merchant builders. In addition to all requirements of law, the City shall require the applicant to provide disclosure of such information as the City deems appropriate to the purchasers of property within the district, with respect to the existence of the district, maximum and/or backup special taxes to be levied within the district, facilities to be constructed, the foreclosure process and the terms and conditions of bonds issued on behalf of the district. Such disclosure shall include home buyer notifications requiring signature prior to home purchases, as well as methods to notify subsequent home purchasers.

Upon request, the Finance Department will provide a "Notice of Special Tax" to sellers of real property subject to the levy of special taxes as required by Government Code Section 53340.2.

14. PROPERTY OWNER SUPPORT

In the instance of multiple property owners, the applicant shall be required to produce letters evidencing other property owners' support for the scope and establishment of the

district as an attachment to the application. The applicant must have concurrence of 2/3 vote of the property owners to be included in a Community Facilities District.

15. LAND USE APPROVALS

Properties proposed for inclusion in a district must possess a land use determination such that proposed development land use and specific facility requirements can support the proposed special tax. The City will accept applications for Mello-Roos financing for residential properties primarily when they are included in an approved specific plan or City planning area.

16. APPLICATION PROCESS

Early communication with the City is encouraged to assist applicants in evaluating the feasibility of available financing programs and to discuss program procedures.

1. PREAPPLICATION CONFERENCE: Applicant meets with City staff to discuss the proposed project and application procedures.
2. PROJECT REVIEW: Applicant and City staff meet to discuss initial application, including any issues raised and further information that might be required. If necessary, applicant submits revised application.
3. APPLICATION PROCESSING: Upon City determination that application is complete, staff prepares a staff report which forwards the request for district formation and possible bonding, and staff recommendation to the City Council.
4. PROJECT INITIATION: Staff submits consultant contracts, reimbursement agreements and other similar items for City Council consideration.
5. PROJECT IMPLEMENTATION: Applicant, staff and consultants meet to determine preliminary project schedule and begin work necessary to initiate district formation.

17. APPLICATION OF GOALS AND POLICIES

The City may find that a waiver of any of the above stated policies is reasonable given identified City benefits to be derived from such waiver. Such waivers may be granted with or without action of the City Council, as determined appropriate by the Finance Director. Approval by the City Council of formation of a district and/or issuance of bonds for a District constitutes a determination that a District conforms to the provisions of these Goals and Policies and, if applicable, that a waiver of any provision hereof is appropriate, and shall be conclusive evidence of such conformity.

These Goals and Policies may be reviewed and may be amended from time to time, as determined by the City to be appropriate in the light of changing conditions affecting the City and its real estate market and changes in practices among other communities in the region.

ATTACHMENT 1

Governing Law: California Government Code, beginning at Section 53312, Mello-Roos Community Facilities District Act, available online at <http://www.leginfo.ca.gov/index.html>.

INFORMATIONAL SUMMARY OF Mello-Roos Community Facilities District Formation Process

A Community Facilities District (CFD) is a legally constituted governmental entity created for the purpose of financing public facilities and services. It is similar in effect to an Assessment District except that the resulting security for debt in an Assessment District is a fixed lien assessment, while under a CFD it is a special tax. A CFD may finance a broad range of facilities and/or services, including facilities and/or services which benefit an area in a general way as opposed to benefiting specifically identified properties as required in an Assessment District.

The formation proceedings are subject to, and contingent upon satisfaction of all environmental, zoning and land use regulations. All documents of formation are to be prepared by the applicant or designated party.

1. **Initiation of Proceedings.** Proceedings can be initiated by the City on its own initiative, or must be must be considered within ninety (90) days from the time a request is made by a petition signed by ten percent (10%) of the registered voters (or ten percent (10%) of the landowners by area if less than twelve (12) registered voters) within the proposed CFD. The petition shall be accompanied by payment of a fee determined by the Finance Department to be sufficient to pay for costs incurred in conducting the proceedings.

2. **Resolution of Intention.** Adoption of a Resolution of Intention to establish a CFD begins the formation process, stating the name of the proposed CFD, the types of facilities and/or services to be financed and that, a special tax to pay for such facilities and/or services will be annually levied. The Resolution of Intention shall also fix a time and place for a public hearing between thirty (30) and sixty (60) days after the adoption of the Resolution of Intention, describe the method of levy and apportionment of the special tax and describe the proposed voting procedure. In addition, the resolution may specify

conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied. The City Council directs its responsible officers to study the proposed district and to file a report at or before the public hearing describing the proposed public facilities and services and an estimate of costs.

3. **Public Hearing.** Protests against the establishment of the CFD, the extent of the CFD

or the furnishing of specified types of public facilities or services may be made orally or in writing by interested persons or taxpayers. If fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is more, residing within the proposed CFD or the owners of one-half (1/2) or more of the area of land in the proposed CFD file written protests against the establishment of the CFD, the proceedings are abandoned. If the protests are directed toward certain types of facilities or services, or against a specified special tax, those specific items may be eliminated from the resolution forming the CFD. The hearing may be continued for up to thirty (30) days without special findings and up to six (6) months if the City Council makes specified findings.

4. **Resolution of Formation.** If the City Council decides to establish the CFD, it will adopt a Resolution of Formation containing similar information as contained in the Resolution of Intention.

5. **Election.** If the City Council determines to form the CFD, it submits the question of whether special taxes should be levied to an election of the voters (or land owners if less than twelve (12) registered voters) of the proposed CFD. Combined with the tax proposition, there may be a proposition on the question of incurring bonded indebtedness. The tax, in order to be levied, must be approved by two-thirds (2/3) of the votes cast and thereafter levied by adoption of an ordinance of the City Council. The Mello-Roos Act provides that the election shall be at the next general election or at a special election to be held between ninety (90) and one hundred and eighty (180) days following the close of the protest hearing. The election time limits may be shortened by the unanimous consent of the qualified electors within the proposed district and the concurrence of the election official conducting the election.

6. **Special Tax Bonds.** A CFD may be created solely to provide the services permitted by statute. However, most CFD's have been created specifically for the purpose of levying special taxes to service bonded indebtedness incurred by the CFD in order to finance the construction of facilities. The proceedings to authorize and incur bonded indebtedness usually parallel the proceedings for formation of the CFD and the authorization to levy the special tax, although the bond proceedings could be conducted separately and at a later date. The proceeding to authorize bonded indebtedness involves a Resolution of Intention, public hearing and election, all conducted in a manner very similar to proceedings to form the CFD and levy the tax. Government Code Sections 53341 and 53359 establish a limited period of time in which special taxes levied under the Mello-Roos Act may be challenged by a third party. For this reason, the City may choose to wait (60) days (a 'validation

period') after the authorization to incur bonded indebtedness is approved before CFD bonds are sold. CFD bonds may be sold competitively or through negotiated sale and may bear fixed or variable interest rates. In some cases, specified facilities may be provided by a CFD for only a portion of the land within the CFD. In that event, the Mello-Roos Act provides for the formation of improvement areas for which separate elections are conducted and to which a specified special tax applies.



COUNCIL COMMUNICATION

CC #: 7806

File #: 0201-01 & 0704

Title: Jack Wallace Park at Cresthaven - Park Naming Policy Revision and Budget Adjustment

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

Meeting Date: 7/20/2016

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Approve the budget adjustment request of \$10,000.00 from the General CIP Rehabilitation Fund to replace the existing sign with a new sign in order to rename Cresthaven Park to "Jack Wallace Park at Cresthaven". Additionally, approve the park naming policy revision to reserve eight (8) parks within the park system inventory, at a given time, to be geographically based.

BACKGROUND

In January 2016, park name recommendations were presented to the City Council for approval. One recommendation included renaming Cresthaven Park to "Jack Wallace Park at Cresthaven". The City Council provided a conditional approval, pending funding.

The Roseville Coalition of Neighborhood Associations (RCNA) has donated \$148.00.

The selection of Cresthaven Park to be renamed in honor of Jack Wallace is based on Mr. Wallace's dedication to the City. This park is located within Mr. Wallace's neighborhood and near his home. Given the unique nature of this request, Staff is recommending that the City fund the \$10,000.00 sign replacement from the General CIP Rehabilitation Fund.

Also, within the current park system, fifteen (15) parks are named geographically. Some concern has been expressed about renaming all of these parks after individuals. To ensure some geographical names remain, Staff is recommending a park naming policy revision that a minimum of eight (8) parks (approximately 50% of the 15 names) within the park system inventory be reserved to be geographically based for future generations.

FISCAL IMPACT

The sign replacement cost is \$10,000.00. Funding is requested from the General CIP Rehabilitation Fund. Costs for maintenance will not increase as this is a replacement of an existing sign.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created through this project.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Tara Gee, Park Planning & Development Superintendent

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-308

Redlined Policy Revision

Ordinance No. 5719

Budget Adj

RESOLUTION NO. 16-308

APPROVING REVISIONS TO THE PARK NAMING POLICY
FOR THE CITY OF ROSEVILLE

WHEREAS, within the current City of Roseville park system, fifteen (15) parks are named geographically; and

WHEREAS, to ensure some geographical names remain, staff is recommending revising the Park Naming Policy to allow a minimum of eight (8) parks be reserved; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said revision to the Park Naming Policy is hereby adopted by 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



Park Naming Process

Parks, Recreation & Libraries

On ~~November 14, 2015~~ City Council approved changes to the park naming process. These changes apply to parks and facilities within parks only. The naming process for City buildings and other City facilities remains unchanged.

Annual Advertisement Period

On the first working day in July, a press release would be sent out notifying the public and interested individuals that name suggestions are being sought for new parks and new facilities within parks under construction during that fiscal year period (July 1 to June 30). This suggestion period is open for three weeks. Names should be submitted to the City Clerk and forwarded to appropriate staff.

Annual List

The names received during this open advertisement period would be compiled into a list with the following provisions:

1. The list will be maintained as “active” for a one (1) year period and will be reviewed for name considerations for park projects and facilities within parks scheduled for construction during the same time period of the advertisement;
2. The Park Naming Subcommittee maintains the right to select a name appropriate for the park based on geographical location, such as street names, subdivision name, or adjacent school name;
3. A name suggestion cannot be submitted more than three consecutive years.
4. The Park Naming Subcommittee maintains the right to select a name not on the “active” list due to special circumstances, such as historical significance, substantial financial contributions; the passing of an active contributor(s) to the community.

Criteria for Naming a Park Facility

Names must:

1. reflect geographical location;
2. reflect significant natural features;
3. honor a significant individual (See below)

Individuals must have made a significant contribution to the facility, including, but not limited to:

- A - Donation of land or large financial contribution to the facility;
- B - Contributed substantially and improved the quality of life in Roseville. This could relate to involvement with Parks and Recreation or other community involvement activities towards the betterment of life in Roseville.
- C - Died or disabled in the line of duty as part of City service.

Each park or facility within a park, such as ball-playing fields, groves of trees, walkways, trails and buildings, or special rooms in a building could be named after selected individuals in their honor as desired and as appropriate.

It is noted that the City of Roseville is grateful for the sacrifices of our fallen soldiers and veterans who served our country. With limited parks and park facilities available, it is difficult to place a higher value or honor of one life over another. Therefore, honoring our fallen soldiers and veterans shall be directed to existing veteran-related programs at Veterans Memorial Park.

Additionally, re-naming of an existing park due to costs, potential loss of neighborhood identity and other considerations shall be discouraged. The City Council reserves the right to consider park sites, not associated with a specific individual(s), to add onto an existing established park name due to special circumstances. In such cases, the original park name shall not be replaced. Under these special circumstances, community contributions towards the offset of costs incurred to change signage shall be a component of the approval process. To ensure geographically named parks remain a part of the process, a minimum of eight (8) parks within the park system inventory shall remain geographically based at any given time.

Selection Process

Staff, along with an established subcommittee (i.e. Parks and Recreation Commissioners and City Council members):

1. Shall review all names and recommend a short list of up to three names for each new park or park facility project scheduled for construction during the same fiscal year;
2. The short list of selected names shall be reviewed by the Parks and Recreation Commission who could select one name for each park or facility as recommendations to the City Council;
3. The Parks & Recreation Commission recommendations and the Subcommittee short list plus all names submitted will be forwarded to the City Council for approval. Council would receive all names submitted along with the "active list" from the previous year

ORDINANCE NO. 5719

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

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for a new park sign at the Jack Wallace Park at Cresthaven per request of the Parks, Recreation & Libraries Department, as listed on the attached Request for Budget Adjustment in the amount of \$10,000.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

A R. 6.01 Budget Adjustment Policy & Procedure

For more detailed budget adjustment training information, including examples, please click on the following link:

Miscellaneous Budget Training Information

REQUESTER*: Dion Louthan/Tara Gee/Genna Martin

DEPARTMENT/DIVISION*: Parks, Recreation & Libraries

FISCAL YEAR/EFFECTIVE DATE*: FY2016-2017

PROPOSED COUNCIL DATE (if applicable): 04/06/2016

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
10,000	91022	6130	310			Parks Rehab Annual Project
\$ 10,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
10,000			310			General CIP Rehab Fund - Fund Balance
\$ 10,000	TOTAL					

FINANCE USE	Approved:	Comments:
	 Kathy Cullen 3/17/16 BUDGET MANAGER/DESIGNEE DATE	

Justification for Budget Adjustment*:

The PR&L Department is requesting authority to add funds to the Parks Rehab Annual Project (Org Key 91022) (\$10,000) for the "Jack Wallace Park at Cresthaven" sign replacement. This project will be fully funded with available fund balance from the General CIP Rehab Fund (Fund 310) (\$10,000), so there is no impact to the General Fund.

Approved:	Approved:
 REQUESTING DEPARTMENT HEAD / DESIGNEE DATE	CITY MANAGER DATE

Dion Louthan



COUNCIL COMMUNICATION

CC #: 7847

File #: 0114 & 0704

Title: AB 2444 - California Parks, Water & Outdoor Access for All Act of 2016

Contact: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us
Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 7/20/2016

Item #: 9.1.

RECOMMENDATION TO COUNCIL

Staff is requesting the City Council's support of AB 2444 the California Parks, Water, Climate, and Coastal Protection and Outdoor Access for All Act of 2016. (Attachment A) As required by the City Council's approved Legislative Platform, advocacy positions on legislation that would result in the State issuing new bonds is required to come before the full City Council for their consideration and direction. This bill, if approved by the legislature and signed by the governor, would authorize the issuance of bonds in a specified amount pursuant to the State General Obligation Bond Law to finance a water, climate, and coastal protection and outdoor access for all program.

BACKGROUND

The last park bill was passed in California approximately 14 years ago. Over that time, the lack of funding resources, the recent recession and other demands on cities' general funds have created a situation where the ability to renovate and improve existing parks and to maintain and repair park infrastructure has been difficult to accomplish. As California recovers from the recession, there is an urgent need to fix, repair and maintain the infrastructure that state and local agencies currently operate and to have the opportunity to bring new recreation resources to our communities. State and local parks and recreation departments across California are experiencing overwhelming backlogs of major maintenance projects that add up to billions of dollars.

A recent California Parks & Recreation Society (CPRS) survey estimates that the unfunded need for local and regional parks is nearly \$5 billion over the next several years. Through the Per Capita and other important grants programs envisioned in this bill (Trails, Statewide Park Program etc.) Roseville will have the opportunity to compete for funding that would provide the potential to address some of the long-overdue park projects and needs in our community. The following is a partial list of some of the City's current park projects and needs:

- Our two city wide parks are in need of facility upgrades to address current needs and gaps. At Maidu Regional Park, the soccer complex has yet to be completed with an additional field, the associated parking lot should be paved, the softball field complex snack bar requires upgrades, and the batting cages are in need of re-purposing.
- At Mahany Park, the baseball complex has not been completed with planned landscaping,

shade structures, and picnic tables. The batting cages are also in need of re-purposing, and the area on the south side by the Aquatics Complex/group picnic area is slated to have volleyball and horseshoe pits added in the future.

- In West Roseville, the City has been deeded property that can accommodate three lighted baseball/softball fields. However, we received no additional park development funding. Based on the 2013 Needs Assessment, baseball and softball fields were identified as a gap in recreational amenities. This would be a new capital project.
- Lastly, Weber Park is an older park within an established area of Roseville. A concept plan has been developed to re-activate the park. If the park bond is passed, this site would be an ideal candidate for new improvements in order to enhance the quality of life within this area of our community.

Having the opportunity to repair/upgrade the City's current park infrastructure, to repurpose existing facilities and/or to construct new park facilities are all vitally important to our community. It is for these reasons that staff requests the City Council's support for AB 2444.

FISCAL IMPACT

There is no cost to implement an advocacy position and this item would have no direct fiscal impact to the City's budget; the advocacy position provides direction only.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Mark Wolinski, Government Relations Administrator

Megan MacPherson, Public Affairs & Communications Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

AB 2444 Amended

AMENDED IN ASSEMBLY March 17, 2016
AMENDED IN ASSEMBLY April 13, 2016
AMENDED IN ASSEMBLY April 26, 2016
AMENDED IN ASSEMBLY June 01, 2016
AMENDED IN ASSEMBLY June 23, 2016

CALIFORNIA LEGISLATURE--2015-2016 REGULAR SESSION

Assembly Bill

No. 2444

Introduced by Assembly Member Eduardo Garcia

February 19, 2016

(Coauthor: Assembly Member Levine)

An act to add Chapter 14 (commencing with Section 5880) to Division 5 of the Public Resources Code, relating to a parks, water, climate, and coastal protection and outdoor access for all program, by providing the funds necessary therefor through an election for the issuance and sale of bonds of the State of California and for the handling and disposition of those funds, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

AB 2444, as amended, Eduardo Garcia. California Parks, Water, Climate, and Coastal Protection and Outdoor Access For All Act of 2016.

Under existing law, programs have been established pursuant to bond acts for, among other things, the development and enhancement of state and local parks and recreational facilities.

This bill would enact the California Parks, Water, Climate, and Coastal Protection and Outdoor Access For All Act of 2016, which, if approved by the voters, would authorize the issuance of bonds in the amount of ~~\$2,985,000,000~~ \$3,120,000,000 pursuant to the State General Obligation Bond Law to finance a parks, water, climate, and coastal protection and outdoor access for all program.

The bill would provide for the submission of these provisions to the voters at the November 8, 2016, statewide general election.

This bill would declare that it is to take effect immediately as an urgency statute.

Vote Required: TWO THIRDS Appropriation: NO Fiscal Committee: YES Local Program: NO Immediate Effect YES Urgency: YES Tax Levy: NO Election: NO Usual Current Expenses: NO Budget Bill: NO Prop 25 Trailer Bill: NO

The people of the State of California do enact as follows:

SECTION 1. Chapter 14 (commencing with Section 5880) is added to Division 5 of the Public Resources Code, to read:

CHAPTER 14. California Parks, Water, Climate, and Coastal Protection and Outdoor Access
For All Act of 2016

Article 1.

General Provisions

5880. (a) The people of California find and declare all of the following:

- (1) From California's beautiful rivers, streams, coastal shorelines, and other waterways, to our federal, state, local, and regional parks and outdoor settings, to our vast network of trails connecting people with natural landscapes, Californians value the rich diversity of outdoor experiences afforded to this state and its citizens.
- (2) Demand for local parks has exceeded available funding by a factor of 8 to 1, with particularly high demand in urban, disadvantaged communities.
- (3) Many Californians across the state lack access to safe parks, trails, and recreation areas, which limits their ability to experience the outdoors, improve their physical and emotional health, exercise, and connect with their communities.
- (4) Investments to create and improve parks and recreation areas, and to create trail networks that provide access from neighborhoods to parks and recreational opportunities, will help ensure all Californians have access to safe places to exercise and enjoy recreational activities.
- (5) The California Center for Public Health Advocacy estimates that inactivity and obesity cost California over forty billion dollars (\$40,000,000,000) annually, through increased health care costs and lost productivity due to obesity-related illnesses, and that even modest increases in physical activity would result in significant savings. Investments in infrastructure improvements such as biking and walking trails and pathways, whether in urban or natural areas, are cost-effective ways to promote physical activity.
- (6) Continued investments in the state's parks, trails, and natural resources, and greening urban areas will help mitigate the effects of climate change, making cities more livable, and will protect California's natural resources for future generations.
- (7) California's outdoor recreation economy represents an eighty-seven-billion-dollar (\$87,000,000,000) industry, providing over 700,000 jobs and billions of dollars in local and state revenues.
- (8) California's state, local, and regional park system infrastructure and national park system infrastructure is aging and a significant infusion of capital is required to protect this investment.

(9) There has been a historic underinvestment in parks, trails, and outdoor infrastructure in disadvantaged areas and many communities throughout California.

(10) Tourism is a growing industry in California and remains an economic driver for the more rural parts of the state.

(b) It is the intent of the people of California that all of the following shall occur in the implementation of this chapter:

(1) The investment of public funds pursuant to this chapter will result in public benefits that address the most critical statewide needs and priorities for public funding.

(2) In the appropriation and expenditure of funding authorized by this chapter, priority will be given to projects that leverage private, federal, or local funding or produce the greatest public benefit.

(3) To the extent practicable, a project that receives moneys pursuant to this chapter will include signage informing the public that the project received funds from the California Parks, Water, Climate, and Coastal Protection and Outdoor Access For All Act of 2016.

(4) To the extent practicable, when developing program guidelines for urban recreation projects and habitat protection or restoration projects, administering entities are encouraged to give favorable consideration to projects that provide urban recreation and protect or restore natural resources. Additionally, the entities may pool funding for these projects.

5880.01. The following definitions govern the construction of this chapter:

(a) "Committee" means the California Parks, Water, Climate, Coastal Protection, and Outdoor Access For All Finance Committee created by Section 5889.02.

(b) "Department" means the Department of Parks and Recreation.

(c) "Disadvantaged community" has the same meaning set forth in subdivision (g) of Section 75005.

(d) "Fund" means the California Parks, Water, Climate, and Coastal Protection and Outdoor Access For All Fund, created by Section 5880.08.

(e) "Interpretation" includes, but is not limited to, a visitor-serving amenity that enhances the ability to understand and appreciate the significance and value of natural, historical, and cultural resources and that may utilize educational materials in multiple languages, digital information, and the expertise of a naturalist or other skilled specialist.

(f) "Preservation" means rehabilitation, stabilization, restoration, development, and reconstruction, or any combination of those activities.

(g) "Protection" means those actions necessary to prevent harm or damage to persons, property, or natural, cultural, and historic resources, actions to improve access to public open-space areas, or actions to allow the continued use and enjoyment of property or natural,

cultural, and historic resources, and includes acquisition, development, restoration, preservation, and interpretation.

(h) "Restoration" means the improvement of physical structures or facilities and, in the case of natural systems and landscape features, includes, but is not limited to, projects for the control of erosion, the control and elimination of exotic species, removal of waste and debris, prescribed burning, fuel hazard reduction, fencing out threats to existing or restored natural resources, road elimination, and other plant and wildlife habitat improvement to increase the natural system value of the property. Restoration projects shall include the planning, monitoring, and reporting necessary to ensure successful implementation of the project objectives.

(i) "Severely disadvantaged community" has the same meaning set forth in subdivision (g) of Section 75005.

5880.02. An amount that equals not more than 5 percent of the funds allocated for a grant program pursuant to this chapter may be used to pay the administrative costs of that program.

5880.03. (a) Except as provided in subdivision (b), up to 10 percent of funds allocated for each program funded by this chapter may be expended for planning and monitoring necessary for the successful design, selection, and implementation of the projects authorized under that program. This section shall not otherwise restrict funds ordinarily used by an agency for "preliminary plans," "working drawings," and "construction" as defined in the annual Budget Act for a capital outlay project or grant project. Planning may include feasibility studies for environmental site cleanup that would further the purpose of a project that is eligible for funding under this chapter.

(b) Funds used for planning projects that benefit disadvantaged communities may exceed 10 percent of the funds allocated if the state agency administering the moneys determines that there is a need for the additional funding.

5880.04. (a) At least ~~10~~ 20 percent of the funds available pursuant to each article of this chapter shall be allocated for projects serving severely disadvantaged communities.

(b) Except as provided in subdivision (c), up to 10 percent of the funds available pursuant to each article of this chapter may be allocated for technical assistance to disadvantaged communities. The agency administering the moneys shall operate a multidisciplinary technical assistance program for ~~small~~ disadvantaged communities.

(c) Funds used for providing technical assistance to disadvantaged communities may exceed 10 percent of the funds allocated if the state agency administering the moneys determines that there is a need for the additional funding.

5880.05. Before disbursing grants pursuant to this chapter, each state agency that receives funding to administer a competitive grant program under this chapter shall do the following:

(a) Develop and adopt project solicitation and evaluation guidelines. The guidelines shall include monitoring and reporting requirements and may include a limitation on the dollar amount of grants to be awarded. If the state agency has previously developed and adopted project solicitation and evaluation guidelines that comply with the requirements of this subdivision, it may use those guidelines.

(b) Conduct three public meetings to consider public comments before finalizing the guidelines. The state agency shall publish the draft solicitation and evaluation guidelines on its Internet Web site at least 30 days before the public meetings. One meeting shall be conducted at a location in northern California, one meeting shall be conducted at a location in the central valley of California, and one meeting shall be conducted at a location in southern California.

(c) Submit the guidelines to the Secretary of the Natural Resources Agency. The Secretary of the Natural Resources Agency shall verify that the guidelines are consistent with applicable statutes and for all the purposes enumerated in this chapter. The Secretary of the Natural Resources Agency shall post an electronic form of the guidelines submitted by state agencies and the subsequent verifications on the Natural Resources Agency's Internet Web site.

(d) Upon adoption, transmit copies of the guidelines to the fiscal committees and the appropriate policy committees of the Legislature.

5880.06. (a) The Department of Finance shall provide for an independent audit of expenditures pursuant to this chapter. The Secretary of the Natural Resources Agency shall publish a list of all program and project expenditures pursuant to this chapter not less than annually, in written form, and shall post an electronic form of the list on the agency's Internet Web site.

(b) If an audit, required by statute, of any entity that receives funding authorized by this chapter is conducted pursuant to state law and reveals any impropriety, the California State Auditor or the Controller may conduct a full audit of any or all of the activities of that entity.

(c) The state agency issuing any grant with funding authorized by this chapter shall require adequate reporting of the expenditures of the funding from the grant.

5880.07. A project whose application includes the use of services of the California Conservation Corps or certified community conservation corps, as defined in Section 14507.5, shall be given preference for receipt of a grant under this chapter whenever feasible.

5880.075. A project that includes water efficiencies, stormwater capture, or carbon sequestration features in the project design may be given priority for grant funding under this ~~chapter.~~ chapter whenever feasible.

5880.08. (a) The proceeds of bonds issued and sold pursuant to this chapter shall be deposited in the California Parks, Water, Climate, and Coastal Protection and Outdoor Access For All Fund, which is hereby created in the State Treasury.

(b) Proceeds of bonds issued and sold pursuant to this chapter shall be allocated according to the following schedule:

(1) Nine hundred ninety-five million dollars (\$995,000,000) for purposes of Article 2 (commencing with Section 5881).

(2) ~~Nine hundred ninety-five million dollars (\$995,000,000)~~ One billion fifty-five million dollars (\$1,055,000,000) for purposes of Article 3 (commencing with Section 5882), Article 4 (commencing with Section 5883), Article 5 (commencing with Section 5884), and Article 6 (commencing with Section 5885).

(3) ~~Nine hundred ninety-five million dollars (\$995,000,000)~~ One billion seventy million dollars (\$1,070,000,000) for purposes of Article 7 (commencing with Section 5886), Article 7.5 (commencing with Section 5887), and Article 8 (commencing with Section 5888).

5880.09. The Legislature may enact legislation necessary to implement programs funded by this chapter.

Article 2.

Investments in Environmental and Social Equity, Enhancing California's Disadvantaged Communities

5881. (a) Pursuant to Section 5880.08, the sum of nine hundred ninety-five million dollars (\$995,000,000) shall be available to the department, upon appropriation by the Legislature, for the creation and expansion of safe neighborhood parks in park-poor neighborhoods in accordance with the Statewide Park Development and Community Revitalization Act of 2008's competitive grant program described in Chapter 3.3 (commencing with Section 5640).

(b) When developing or revising criteria or guidelines for the grant program, the department may consider the population densities of an applicant in relation to countywide populations, comparative income levels, and other poverty-related factors that are relative to regionwide statistics.

Article 3.

Investments in Protecting, Enhancing, and Accessing California's Local and Regional Outdoor Spaces

5882. For purposes of this article, "district" means any regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with Section 5500) of Chapter 3, any recreation and park district formed pursuant to Chapter 4 (commencing with Section 5780), or any authority formed pursuant to Division 26 (commencing with Section 35100). With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, "district" also means any other ~~entity~~ entity, including, but not limited to, a district operating multiple-use park lands pursuant to Division 20 (commencing with Section 71660) of the Water Code, that is authorized by statute to operate and manage parks or recreational areas or facilities, employs a full-time park and recreation director, offers year-round park and recreation services on land and facilities owned by the entity, and allocates a substantial portion of its annual operating budget to parks or recreation areas or facilities.

5882.01. (a) Pursuant to Section 5880.08, the sum of four hundred fifty million dollars (\$450,000,000) shall be available to the department, upon appropriation by the Legislature, for local park rehabilitation and improvement grants to local governments on a per capita basis. Grant recipients shall be encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors.

(b) Pursuant to Section 5880.08, the sum of thirty-five million dollars (\$35,000,000) shall be available to the department, upon appropriation by the Legislature, for grants to cities and districts in urbanized counties providing park and recreation services within jurisdictions of

200,000 or less in population. For purposes of this subdivision, "urbanized county" means a county with a population for 500,000 or greater. An entity eligible to receive funds under this subdivision shall also be eligible to receive funds available under subdivision (a).

~~(b)~~

(c) Unless the entity has been identified as a disadvantaged community, an entity that receives an award pursuant to this section shall be required to provide a match of 20 percent as a local share.

5882.02. (a) (1) The department shall allocate 60 percent of the funds available pursuant to subdivision (a) of Section 5882.01 to cities and districts, other than a regional park district, regional park and open-space district, open-space authority, or regional open-space district. Each city's and district's allocation shall be in the same ratio as the city's or district's population is to the combined total of the state's population that is included in incorporated and unincorporated areas within the county, except that each city or district shall be entitled to a minimum allocation of two hundred fifty thousand dollars (\$250,000). If the boundary of a city overlaps the boundary of a district, the population in the overlapping area shall be attributed to each jurisdiction in proportion to the extent to which each operates and manages parks and recreational areas and facilities for that population. If the boundary of a city overlaps the boundary of a district, and in the area of overlap the city does not operate and manage parks and recreational areas and facilities, all grant funds for that area shall be allocated to the district.

(2) On or before April 1, 2018, a city and a district that are subject to paragraph (1), and whose boundaries overlap, shall collaboratively develop and submit to the department a specific plan for allocating the grant funds in accordance with the formula specified in paragraph (1). If, by that date, the plan has not been developed and submitted to the department, the director shall determine the allocation of the grant funds between the affected jurisdiction.

(b) (1) The department shall allocate 40 percent of the funds available pursuant to subdivision (a) of Section 5882.01 to counties and regional park districts, regional park and open-space districts, open-space authorities formed pursuant to Division 26 (commencing with Section 35100), and regional open-space districts formed pursuant to Article 3 (commencing with Section 5500) of Chapter 3.

(2) Each county's allocation under paragraph (1) shall be in the same ratio that the county's population is to the total state population, except that each county shall be entitled to a minimum allocation of five hundred thousand dollars (\$500,000).

(3) In any county that embraces all or part of the territory of a regional park district, regional park and open-space district, open-space authority, or regional open-space district, and whose board of directors is not the county board of supervisors, the amount allocated to the county shall be apportioned between that district and the county in proportion to the population of the county that is included within the territory of the district and the population of the county that is outside the territory of the district.

(c) For the purpose of making the calculations required by this section, population shall be determined by the department, in cooperation with the Department of Finance, on the basis of the most recent verifiable census data and other verifiable population data that the department may require to be furnished by the applicant city, county, or district.

(d) The Legislature intends all recipients of funds pursuant to subdivision (a) of Section 5882.01 to use those funds to supplement local revenues in existence on the effective date of the act adding this chapter. To receive an allocation pursuant to subdivision (a) of Section 5882.01, the recipient shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this chapter in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. For purposes of this subdivision, the Controller may request fiscal data from recipients for the preceding three fiscal years. Each recipient shall furnish the data to the Controller no later than 120 days after receiving the request from the Controller.

5882.04. (a) The director of the department shall prepare and adopt criteria and procedures for evaluating applications for grants allocated pursuant to subdivision (a) of Section 5882.01. The application shall be accompanied by certification that the project is consistent with the park and recreation element of the applicable city or county general plan or the district park recreation plan, as the case may be.

(b) To utilize available grant funds as effectively as possible, overlapping and adjoining jurisdictions and applicants with similar objectives are encouraged to combine projects and submit a joint application. A recipient may allocate all or a portion of its per capita share for a regional or state project.

~~(c)~~

5882.05. (a) The director of the department shall annually forward a statement of the total amount to be appropriated each fiscal year for projects approved for grants pursuant to this article to the Director of Finance for inclusion in the annual Budget Act. A list of eligible jurisdictions and the amount of grant funds to be allocated to each jurisdiction shall also be made available by the department.

~~(d)~~

(b) Funds appropriated pursuant to this article shall be encumbered by the recipient within three years from the date the appropriation is effective. Regardless of the date of encumbrance of the granted funds, the recipient is expected to complete all funded projects within eight years of the effective date of the appropriation.

5882.06. Pursuant to Section 5880.08, the sum of one hundred twenty million dollars (\$120,000,000) shall be available to the department, upon appropriation by the Legislature, for grants to regional park districts, counties, regional open-space districts, open-space authorities formed pursuant to Division 26 (commencing with Section 35100), and eligible nonprofit organizations on a competitive grant basis to expand, rehabilitate, or restore parks and park facilities, including trails, that facilitate new or enhanced use and enhanced user experiences.

Article 4.

Restoring California's Natural, Historic, and Cultural Legacy

5883. (a) Pursuant to Section 5880.08, the sum of three hundred ~~twenty-five~~ fifty million dollars ~~(\$325,000,000)~~ (\$350,000,000) shall be available to the department, upon appropriation by the

Legislature, for restoration and preservation of existing state park facilities and units to preserve and increase public access to those facilities and units and to protect the natural, cultural, and historic resources of those facilities and ~~units as follows:~~ units. Not less than 80 percent of these funds shall be available for capital improvements that address the department's backlog of deferred maintenance or that enhance park access and user experiences.

~~(a) Not less than 80 percent shall be available for capital improvements that address the department's backlog of deferred maintenance or that enhance park access and user experiences.~~

(b) ~~The~~ Of the total amount available pursuant to this section, the sum of twenty million dollars (\$20,000,000) shall be available for enterprise projects that facilitate new or enhanced park use and user experiences and increase revenue generation to support operations of the department.

(c) ~~The~~ Of the total amount available pursuant to this section, the sum of twenty million dollars (\$20,000,000) shall be available to the department for grants to local agencies that operate a unit of the state park ~~system.~~ system to address an urgent need for the restoration of aging infrastructure that, without restoration, would compromise the continued operation of the unit. Unless a local agency has been identified as a disadvantaged community, a local agency that receives a grant pursuant to this subdivision shall be required to provide a match of not less than 25 percent.

~~(d) The sum of five million dollars (\$5,000,000) shall be available for the planning, development, and implementation of climate adaptation projects within units of the state park system. Priority shall be given to projects that use natural systems and landscape features.~~

(d) Of the total amount available pursuant to this section, the sum of seventy million dollars (\$70,000,000) shall be available to the department according to the following schedule and subject to Section 5883.02 to address major infrastructure rehabilitation to improve tourism and visitor experiences and to promote the health and safety of units within the state park system:

(1) Ten million dollars (\$10,000,000) to implement a Central Valley State Park Program. In order to be eligible under this paragraph, a park shall be located in a county within the central valley from the County of Sacramento south to the base of the Tehachapi Mountain Range.

(2) Ten million dollars (\$10,000,000) to implement a Central Coast State Park Program. In order to be eligible under this paragraph, a park shall be located in the County of Ventura.

(3) Fifteen million dollars (\$15,000,000) to implement an East Bay State Park Program.

(4) Ten million dollars (\$10,000,000) to implement a High Desert-Coachella Valley State Park Program.

(5) Ten million dollars (\$10,000,000) to implement an Inland Empire State Park Program.

(6) Fifteen million dollars (\$15,000,000) to implement a San Diego State Park Program. Priority may be given to projects bordering a national estuary.

(e) Of the total amount available pursuant to this section, the sum of fifty million dollars (\$50,000,000) shall be available to the department for direct distribution to the twelve districts within the department to address historic underinvestments in units of the state park system.

5883.01. The department, in expending the funding available under this article, shall endeavor, where practical, to partner with cities, counties, nonprofit organizations, and nongovernmental organizations to maximize leveraging opportunities to enhance tourism, visitation, and visitor experiences.

5883.02. The funding available pursuant to subdivision (d) of Section 5883 shall be allocated based on regional populations and the demand for infrastructure repair and improvements.

Article 5.

Trails and Waterfront Greenway Investment

5884. (a) Pursuant to Section 5880.08, the sum of fifty million dollars (\$50,000,000) shall be available to the Natural Resources Agency, upon appropriation by the Legislature, for competitive grants to local agencies, state conservancies, federally recognized Native American tribes, nonfederally recognized California Native American tribes listed on the California Tribal Consultation List maintained by the Native American Heritage Commission, and nonprofit organizations to provide nonmotorized infrastructure development and enhancements that promote new or alternate access to parks, waterways, outdoor recreational pursuits, and forested or other natural environments to encourage health-related commuting and opportunities for Californians to reconnect with nature.

(b) Of the amount made available pursuant to this section, up to 25 percent may be made available to communities for innovative transportation programs that provide new and expanded outdoor experiences to disadvantaged youth.

(c) Alignment, development, and improvement of nonmotorized infrastructure and trails that lead to safer interconnectivity between parks, waterways, and natural areas may be encouraged.

(d) The Natural Resources Agency is encouraged, when designing guidelines, for grants awarded under this article, to utilize existing program guidelines including, if applicable, guidelines that have been established for the California Recreational Trails Act (Article 6 (commencing with Section 5070) of ~~Chapter 1) and the Active Transportation Program (Chapter 8 (commencing with Section 2380) of Division 3 of the Streets and Highway Code).~~ Chapter 1).

5884.01. Unless the entity has been identified as a disadvantaged community, an entity that receives an award under this article shall be required to provide a match of 20 percent.

Article 6.

Rural Recreation, Tourism, and Economic Enrichment Investment

5885. (a) Pursuant to Section 5880.08, the sum of fifty million dollars (\$50,000,000) shall be available to the department, upon appropriation by the Legislature, to administer a competitive grant program for cities, counties, and districts in nonurbanized areas, that are eligible for a

grant under the Roberti-Z'berg-Harris Urban Open-Space and Recreation Program Act (Chapter 3.2 (commencing with Section 5620)). Notwithstanding subdivisions (c) and (e) of Section 5621 and for the purposes of this section, the definition of nonurbanized area shall be updated by the department to reflect current population levels. A nonurbanized area shall include counties with populations of less than 500,000 people and low population densities per square mile, as determined by the department. In awarding the grants, the department may consider the following factors:

(1) Whether the project would provide new recreational opportunities in rural communities that have demonstrated deficiencies and lack of outdoor infrastructure in support of economic and health-related goals.

(2) Whether the project proposes to acquire and develop lands to enhance residential recreation while promoting the quality of tourism experiences and the economic vitality of the community. These enhancements may include accessibility for individuals with disabilities, trails, bikeways, regional or destination-oriented recreational amenities, and visitor centers.

(3) Whether the project includes collaboration between public and nonprofit organizations, including, but not limited to, nonprofit land trusts, to facilitate public access to privately-owned lands for regional trail development for wildlife viewing, recreation, or outdoor experiences for youth.

(b) Unless the entity has been identified as a disadvantaged community, an entity that receives an award under this article shall be required to provide a match of 20 percent.

(c) In addition to entities described in subdivision (a), an irrigation district exercising powers authorized under Section 22185 of the Water Code is eligible for a grant under this article.

Article 7.

California Clean Water, Coastal, and Watershed Cobenefit Program

5886. (a) Pursuant to Section 5880.08, the sum of two hundred ten million dollars ~~(\$200,000,000)~~ (\$210,000,000) shall be available to the Natural Resources Agency, upon appropriation by the Legislature, for grants pursuant to the California River Parkway Act of 2004 (Chapter 3.8 (commencing with Section 5750)). Eligible projects shall include, but are not limited to, projects that protect and enhance urban creeks.

(b) Unless the entity has been identified as a disadvantaged community, an entity that receives an award under this article shall be required to provide a match of 20 percent.

(c) To maximize cooperation and leverage resources, the Natural Resources Agency may give priority to projects that include partnerships among federal, state, and local agencies and to projects proposed by nonprofit organizations, including, but not limited to, nonprofit land trusts.

(d) Not less than 50 percent of the amount made available pursuant to this section shall be allocated for project grants to protect and enhance an urban creek, as defined in subdivision (e) of Section 7048 of the Water Code, and its tributaries, pursuant to Division 22.8 (commencing with Section 32600), Division 23 (commencing with Section 33000), and Section 79508 of the Water Code. Money allocated pursuant to this subdivision shall be equally divided between

projects in areas described in Division 22.8 (commencing with Section 32600) and projects in areas described in Division 23 (commencing with Section 33000).

(e) Not less than 5 percent of the amount made available pursuant to this section shall be allocated to the Santa Ana River Program pursuant to Chapter 4.6 (commencing with Section 31170) of Division 21.

7.5. State Conservancy Funding

5887. Pursuant to Section 5880.08, the sum of two hundred ~~fifty~~ forty-five million dollars ~~(\$250,000,000)~~ (\$245,000,000) shall be available, upon appropriation by the Legislature, in accordance with the following schedule, to fulfill the purposes of the specified entity:

(a) Baldwin Hills Conservancy, five million dollars (\$5,000,000).

(b) California Tahoe Conservancy, ~~twenty~~ seventeen million five hundred thousand dollars ~~(\$20,000,000)~~ (\$17,500,000).

(c) Coachella Mountains Conservancy, ten million dollars (\$10,000,000).

(d) Sacramento-San Joaquin Delta Conservancy, fifteen million dollars (\$15,000,000).

(e) Salton Sea Authority, twenty-five million dollars (\$25,000,000).

(f) San Diego River Conservancy, fifteen million dollars (\$15,000,000).

(g) San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, ~~twenty~~ twenty-five million dollars ~~(\$20,000,000)~~ (\$25,000,000).

(h) San Joaquin River Conservancy, ~~fifteen~~ ten million dollars ~~(\$15,000,000)~~ (\$10,000,000).

(i) Santa Monica Mountains Conservancy, twenty million dollars (\$20,000,000).

(j) Sierra Nevada Conservancy, ~~twenty-five~~ twenty-two million five hundred thousand dollars ~~(\$25,000,000)~~ (\$22,500,000).

(k) State Coastal Conservancy, eighty million dollars (\$80,000,000). Of this amount, not less than 40 percent shall go toward the San Francisco Bay Area Conservancy Program (Chapter 4.5 (commencing with Section 31160) of Division 21).

5887.02. The Legislature shall strive to consider population size, land mass, and natural resource significance as factors when determining the amount of any other funds to be made available to an entity listed in Section 5887.

5887.03. A receiving entity in Section 5887 shall develop and adopt a strategic master plan that identifies priorities and specific criteria for selecting projects for funding. The strategic plan shall include strategies for providing public access to conserved lands wherever feasible and be consistent with project goals and objectives.

5887.04. Conservancies, in expending the funding available under this article, shall endeavor, where practical, to partner with cities, counties, nonprofit organizations, and nongovernmental organizations to acquire open space and create urban greenway corridors.

Article 8.

Climate Preparedness and Habitat Resiliency

5888. Pursuant to Section 5880.08, the sum of ~~five hundred forty-five million dollars (\$545,000,000)~~ six hundred fifteen million dollars (\$615,000,000) shall be ~~available~~ available, upon appropriation by the Legislature, to plan, develop, and implement climate adaptation and resiliency projects that improve a community's ability to adapt to the unavoidable impacts of climate change. Projects shall improve and protect coastal and rural economies, agricultural viability, wildlife corridors, or habitat, develop future recreational opportunities, or enhance drought tolerance and water retention, in accordance with the following schedule:

(a) (1) Three hundred forty million dollars ~~(\$300,000,000)~~ (\$340,000,000) shall be available to the Wildlife Conservation Board for grants for any of the following:

~~(1)~~

(A) Projects for the acquisition, development, rehabilitation, restoration, protection, and expansion of wildlife corridors and open space, including projects to improve connectivity and reduce barriers between habitat areas. In awarding grants pursuant to this subparagraph, special consideration may be given to projects that protect state-designated wildlife corridors.

~~(2)~~

(B) Projects for the acquisition, development, rehabilitation, restoration, protection, and expansion of habitat that promote the recovery of threatened and endangered species.

~~(3)~~

(C) Projects to improve climate adaptation and resilience of natural systems.

~~(4)~~

(D) Projects to protect and improve existing open-space corridors and trail linkages related to utility or transportation infrastructure that provide habitat connectivity and public access or trails.

(2) Applications submitted pursuant to this subdivision that promote projects seeking to preserve the working character of lands, including uninterrupted agricultural and rangeland practices, through conservation easements, may be given additional consideration.

(3) Of the amount subject to this subdivision, fifty-five million dollars (\$55,000,000) shall be available for the acquisition, development, rehabilitation, restoration, protection, and expansion of habitat that furthers the implementation of adopted natural community conservation plans to help resolve resource conflicts by balancing communitywide conservation, planning, and economic activities.

(4) Of the amount subject to this subdivision, ten million dollars (\$10,000,000) shall be administered through the Department of Fish and Wildlife for competitive grants to wildlife rehabilitation facilities operated by nongovernmental entities.

(b) ~~One hundred million dollars (\$100,000,000)~~ Eighty million dollars (\$80,000,000) shall be available for deposit into the California Climate Resilience Account, established pursuant to Section 31012, for projects that assist coastal communities, including those reliant on commercial fisheries, with adaptation to climate change, including projects that address ocean acidification, sea level rise, or the protection of habitat associated with the Pacific Flyway.

(c) ~~Twenty-five million dollars (\$25,000,000)~~ Fifteen million dollars (\$15,000,000) shall be available for projects that improve agricultural and open-space soil health, to improve carbon soil sequestration, erosion control, water quality, and water retention.

(d) ~~Fifty~~ (1) Sixty million dollars ~~(\$50,000,000)~~ (\$60,000,000) shall be available for projects that reduce fire risk, improve forest health, and provide feedstock for compost, energy, or alternative fuels facilities. Projects may include, but are not limited to, forest restoration projects that include hazardous fuel reduction, post-fire watershed rehabilitation, and forest management practices that promote forest resilience to wildfire, climate change, and other disturbances. Unless otherwise specified by the Legislature, project funds shall be equally administered by the Department of Forestry and Fire Protection and by the Sierra Nevada Conservancy.

(2) Of the amount subject to this subdivision, up to five million dollars (\$5,000,000) shall be available from the Department of Forestry and Fire Protection to the California Tahoe Conservancy for projects consistent with this subdivision.

(e) ~~Thirty-Forty~~ million dollars ~~(\$30,000,000)~~ (\$40,000,000) shall be available to the California Conservation Corps for projects to rehabilitate or improve parks and restore watersheds, including regional and community fuel load reduction projects on public lands, and stream and river restoration projects. Not less than 50 percent of these funds shall be in the form of grants to certified local community conservation corps, as defined in Section ~~14507.5~~ 14507.5, including local community conservation corps that have secured certification within the last three to five years prior to the grant application date.

(f) ~~Forty~~ (1) Eighty million dollars ~~(\$40,000,000)~~ (\$80,000,000) shall be available to the Natural Resources Agency, upon appropriation by the ~~Legislation~~ Legislature, to award funding to projects identified by local agencies, nongovernmental land conservation organizations, federally recognized Native American tribes, or nonfederally recognized California Native American tribes listed on the California Tribal Consultation list maintained by the Native American Heritage Commission for any of the following:

~~(1)~~

(A) Projects that involve the restoration, protection, and acquisition of natural, cultural, and historic resources within the state.

~~(2)~~

(B) Projects that ~~promote carbon sequestration through conversion of blighted or industrial properties to green spaces within the coastal zone.~~ convert and repurpose properties formerly

operating as fossil fuel power plants to create permanently protected open space, tourism, and park opportunities through fee title and conservation easements.

~~(3)~~

(C) Projects that enhance water and natural resource values or promote economic activity through improved recreation, tourism, and natural resource investment in those areas of the state not within the jurisdiction of a state conservancy.

(2) Before a grant is awarded pursuant to this subdivision, a project applicant shall demonstrate availability to the applicant of a minimum 20 percent match from other funds. Project applicants shall be encouraged to leverage all available local, federal, and nongovernmental sources to maximize funding distribution.

Article 9.

Fiscal Provisions

5889. (a) Bonds in the total amount of ~~two~~ three billion ~~nine~~ one hundred ~~eighty-five~~ twenty million dollars ~~(\$2,985,000,000); (\$3,120,000,000).~~, not including the amount of any refunding bonds issued in accordance with Section 5889.12, may be issued and sold to provide a fund to be used for carrying out the purposes expressed in this chapter and to reimburse the General Obligation Bond Expense Revolving Fund pursuant to Section 16724.5 of the Government Code. The bonds, when sold, shall be and constitute a valid and binding obligation of the State of California, and the full faith and credit of the State of California is hereby pledged for the punctual payment of both the principal of, and interest on, the bonds as the principal and interest become due and payable.

(b) The Treasurer shall sell the bonds authorized by the committee pursuant to this section. The bonds shall be sold upon the terms and conditions specified in a resolution to be adopted by the committee pursuant to Section 16731 of the Government Code.

5889.01. The bonds authorized by this chapter shall be prepared, executed, issued, sold, paid, and redeemed as provided in the State General Obligation Bond Law (Chapter 4 (commencing with Section 16720) of Part 3 of Division 4 of Title 2 of the Government Code), and all of the provisions of that law apply to the bonds and to this chapter.

5889.02. (a) Solely for the purpose of authorizing the issuance and sale, pursuant to the State General Obligation Bond Law (Chapter 4 (commencing with Section 16720) of Part 3 of Division 4 of Title 2 of the Government Code), of the bonds authorized by this chapter, the California Parks, Water, Climate, and Coastal Protection and Outdoor Access For All Finance Committee is hereby created. For purposes of this chapter, the California Parks, Water, Climate, and Coastal Protection and Outdoor Access For All Finance Committee is the "committee" as that term is used in the State General Obligation Bond Law.

(b) The committee consists of the Director of Finance, the Treasurer, and the Controller. Notwithstanding any other provision of law, any member may designate a representative to act as that member in his or her place for all purposes, as though the member were personally present.

(c) The Treasurer shall serve as the chair of the committee.

(d) A majority of the committee may act for the committee.

5889.03. The committee shall determine whether or not it is necessary or desirable to issue bonds authorized by this chapter in order to carry out the actions specified in this chapter and, if so, the amount of bonds to be issued and sold. Successive issues of bonds may be authorized and sold to carry out those actions progressively, and it is not necessary that all of the bonds authorized to be issued be sold at any one time.

5889.04. For purposes of the State General Obligation Bond Law, "board," as defined in Section 16722 of the Government Code, means the Secretary of the Natural Resources Agency.

5889.05. There shall be collected each year and in the same manner and at the same time as other state revenue is collected, in addition to the ordinary revenues of the state, a sum in an amount required to pay the principal of, and interest on, the bonds each year. It is the duty of all officers charged by law with any duty in regard to the collection of the revenue to do and perform each and every act that is necessary to collect that additional sum.

5889.06. Notwithstanding Section 13340 of the Government Code, there is hereby appropriated from the General Fund in the State Treasury, for the purposes of this chapter, an amount that will equal the total of the following:

(a) The sum annually necessary to pay the principal of, and interest on, bonds issued and sold pursuant to this chapter, as the principal and interest become due and payable.

(b) The sum that is necessary to carry out the provisions of Section 5889.09, appropriated without regard to fiscal years.

5889.07. The board may request the Pooled Money Investment Board to make a loan from the Pooled Money Investment Account in accordance with Section 16312 of the Government Code for the purpose of carrying out this chapter less any amount withdrawn pursuant to Section 5889.09. The amount of the request shall not exceed the amount of the unsold bonds that the committee has, by resolution, authorized to be sold for the purpose of carrying out this chapter. The board shall execute those documents required by the Pooled Money Investment Board to obtain and repay the loan. Any amounts loaned shall be deposited in the fund to be allocated in accordance with this chapter.

5889.08. Notwithstanding any other provision of this chapter, or of the State General Obligation Bond Law, if the Treasurer sells bonds that include a bond counsel opinion to the effect that the interest on the bonds is excluded from gross income for federal tax purposes under designated conditions or is otherwise entitled to any federal tax advantage, the Treasurer may maintain separate accounts for the bond proceeds invested and for the investment earnings on those proceeds, and may use or direct the use of those proceeds or earnings to pay any rebate, penalty, or other payment required under federal law or take any other action with respect to the investment and use of those bond proceeds, as may be required or desirable under federal law in order to maintain the tax-exempt status of those bonds and to obtain any other advantage under federal law on behalf of the funds of this state.

5889.09. For the purposes of carrying out this chapter, the Director of Finance may authorize the withdrawal from the General Fund of an amount or amounts not to exceed the amount of the unsold bonds that have been authorized by the committee to be sold for the purpose of carrying out this chapter less any amount borrowed pursuant to Section 5889.09. Any amounts withdrawn shall be deposited in the fund. Any moneys made available under this section shall be returned to the General Fund, with interest at the rate earned by the moneys in the Pooled Money Investment Account, from proceeds received from the sale of bonds for the purpose of carrying out this chapter.

5889.10. All moneys deposited in the fund that are derived from premium and accrued interest on bonds sold pursuant to this chapter shall be reserved in the fund and shall be available for transfer to the General Fund as a credit to expenditures for bond interest, except that amounts derived from premiums may be reserved and used to pay the cost of bond issuance prior to any transfer to the General Fund.

5889.11. Pursuant to Chapter 4 (commencing with Section 16720) of Part 3 of Division 4 of Title 2 of the Government Code, the cost of bond issuance shall be paid out of the bond proceeds, including premiums, if any. To the extent the cost of bond issuance is not paid from premiums received from the sale of bonds, these costs shall be shared proportionately by each program funded through this chapter by the applicable bond sale.

5889.12. The bonds issued and sold pursuant to this chapter may be refunded in accordance with Article 6 (commencing with Section 16780) of Chapter 4 of Part 3 of Division 4 of Title 2 of the Government Code, which is a part of the State General Obligation Bond Law. Approval by the voters of the state for the issuance of the bonds under this chapter shall include approval of the issuance of any bonds issued to refund any bonds originally issued under this chapter or any previously issued refunding bonds.

5889.13. The proceeds from the sale of bonds authorized by this chapter are not "proceeds of taxes" as that term is used in Article XIII B of the California Constitution, and the disbursement of these proceeds is not subject to the limitations imposed by that article.

SEC. 2. (a) Notwithstanding the requirements of Sections 9040, 9043, 9044, 9061, and 9082 of the Elections Code, or any other law, the Secretary of State shall submit this act to the voters at the November 8, 2016, statewide general election.

(b) The Secretary of State shall include in the ballot pamphlets mailed pursuant to Section 9094 of the Elections Code the information specified in Section 9084 of the Elections Code regarding the bond act contained in this act. If that inclusion is not possible, the Secretary of State shall publish a supplemental ballot pamphlet regarding this act to be mailed with the ballot pamphlet. If the supplemental ballot pamphlet cannot be mailed with the ballot pamphlet, the supplemental ballot pamphlet shall be mailed separately.

(c) Notwithstanding Section 9054 of the Elections Code or any other law, the translations of the ballot title and the condensed statement of the ballot title required pursuant to Section 9054 of the Elections Code may be made available for public examination at a later date than the start of the public examination period for the ballot pamphlet, provided that the translations of the ballot title and the condensed statement of the ballot title must remain available for public examination for eight days.

(d) Notwithstanding Section 13282 of the Elections Code or any other law, the public shall be permitted to examine the condensed statement of the ballot title for not more than eight days. Any voter may seek a writ of mandate for the purpose of requiring the condensed statement of the ballot title, or portion thereof, to be amended or deleted only within that eight-day period.

SEC. 3. This act shall take effect upon approval by the voters of the California Parks, Water, Climate, and Coastal Protection and Outdoor Access For All Act, as set forth in Section 1 of this act.

SEC. 4. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to fund a California parks, water, climate, and coastal protection and outdoor access for all program at the earliest possible date, it is necessary that this act take effect immediately.



COUNCIL COMMUNICATION

CC #: 7860

File #: 0102

Title: Council Discretionary Funds Request - Roseville Community Crime Stoppers Foundation

Contact: Sonia Orozco 916-774-5226 sorozco@roseville.ca.us
Vicki Philpott 916-774-5353 vphilpott@roseville.ca.us

Meeting Date: 7/20/2016

Item #: 9.2.

RECOMMENDATION TO COUNCIL

The City Council is asked to discuss the request at this time and consider approval by motion. Although the request is for the Fun Run Sponsorship on July 4, 2016, sponsorship funds are not used for the day's operations, but rather for the year-round purposes listed in the Background section below. Gray Allen or another representative from Crime Stoppers will be present to answer any questions you may have.

BACKGROUND

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. In addition, the City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to \$15,000.00 of the annual earnings for the purpose of improving the quality of life in Roseville.

Background - Crime Stoppers Request

Roseville Community Crime Stoppers requests a \$1,000 sponsorship of its annual Fourth of July Fun Run which serves the community in four important ways:

- 1) The Fun Run provides Roseville families with an opportunity to enjoy time outdoors together in a safe and healthy activity in celebration of our nation's founding.
- 2) Funds raised through runners' fees and sponsorships are used for cash rewards for information leading to arrests and convictions in serious crimes committed in Roseville, and
- 3) for scholarships for Roseville youth pursuing careers in public safety, and
- 4) for community education on public safety issues through distribution of educational materials at public events, and hosting community events such as our Forum on current public safety trends last month at Sun City.

The City of Roseville has supported the Crime Stoppers Fourth of July Fun Run for many years

with \$1,000 sponsorships. That support, combined with community business and individual sponsorships, provides the majority of Crime Stoppers' funding each year. Without it, Crime Stoppers would be hard-pressed to support police criminal investigations as we do and provide scholarships to deserving youth, and continue their public awareness outreach activities.

Over the 25 years that Crime Stoppers has served the community, we have provided several thousands of dollars in rewards that led to over a hundred convictions and tens of thousands of dollars in recovered property. More than 30 Roseville high school graduates seeking scholarships have received some \$30,000 in grants to support their college aspirations. The Crime Stoppers' Forum on public safety drew some 200 residents. They plan follow up sessions at other venues in the months ahead. The City's annual sponsorships help make these activities possible.

FISCAL IMPACT

There is no fiscal impact to the City's general fund. Annually the City Treasurer allocates \$15,000 of the annual earnings on the Citizens' Benefit Fund per section 4.06.04 in the Municipal Code and is included in the annual budget along with the Citizen's Benefit Funds available for appropriation each year. These earnings are restricted for the purpose of improving the quality of life for the citizens in Roseville and appropriated by the City Council. Assuming the \$2,372 carryover from FY2016 the current balance in the Council's Discretionary Funds for FY2017 is \$24,249.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The Council discretionary funds is not considered a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Vicki Philpott, Executive Assistant to the City Manager

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:**Description**

Roseville Crime Stoppers Foundation Request for Discretionary Funding

Fun Run Sponsorship Form

Roseville Community Crime Stoppers Foundation
306 Diamond Oaks Road, Roseville, CA 95678

June 22, 2016

Carol Garcia, Mayor
City of Roseville
311 Vernon Street
Roseville, CA 95678

Dear Mayor Garcia and City Council:

Roseville Community Crime Stoppers requests a \$1,000 sponsorship of its annual Fourth of July Fun Run which serves the community in four important ways:

- 1) The Fun Run provides Roseville families with an opportunity to enjoy time outdoors together in a safe and healthy activity in celebration of our nation's founding.
- 2) Funds raised through runners' fees and sponsorships are used for cash rewards for information leading to arrests and convictions in serious crimes committed in Roseville, and
- 3) for scholarships for Roseville youth pursuing careers in public safety, and
- 4) for community education on public safety issues through distribution of educational materials at public events, and hosting community events such as our Forum on current public safety trends last month at Sun City.

The City of Roseville has supported the Crime Stoppers Fourth of July Fun Run for many years with \$1,000 sponsorships. That support, combined with community business and individual sponsorships, provides the majority of Crime Stoppers' funding each year. Without it, we would be hard-pressed to support police criminal investigations as we do and provide scholarships to deserving youth, and continue our public awareness outreach activities.

Over the 25 years that Crime Stoppers has served the community, we have provided several thousands of dollars in rewards that led to over a hundred convictions and tens of thousands of dollars in recovered property. More than 30 Roseville high school graduates seeking scholarships have received some \$30,000 in grants to support their college aspirations. And our Forum on public safety drew some 200 residents. We plan follow up sessions at other venues in the months ahead. The City's annual sponsorships help make these activities possible.

We would greatly appreciate the Council's granting this sponsorship request again this year. If you do, we pledge to apply the funds as we have in the past to doing all we can to keep Roseville a safe place to live, work and play.

Respectfully,

Gray Allen
Board Member and Past President



SPONSORSHIP OPPORTUNITIES

WE NEED YOU TO HELP RUN CRIME OUT OF ROSEVILLE!! ALL NET PROCEEDS ARE USED FOR REWARDS FOR ANONYMOUS TIPS THAT SOLVE CRIMES IN ROSEVILLE, FOR COLLEGE SCHOLARSHIPS FOR ROSEVILLE YOUTH, AND FOR SPECIALIZED EQUIPMENT THAT HELPS ROSEVILLE POLICE SOLVE CRIMES.

CHIEF -- \$2500:

- NAMED AS OFFICIAL SPONSOR OF EVENT
- SPONSOR BANNER
- BOOTH AND SIGNAGE ON ALL PROMOTIONAL MATERIALS
- REGISTRATION FOR 3 TEAMS OF 5
- PROMINENT LOGO ON T-SHIRT
- WEB-SITE RECOGNITION
- GOODY-BAG INSERTS
- RECOGNITION FROM PODIUM

CAPTAIN -- \$1500:

- BOOTH AND SIGNAGE ON ALL PROMOTIONAL MATERIALS
- REGISTRATION FOR 2 TEAM OF 5
- LARGE LOGO ON T-SHIRT
- WEB SITE RECOGNITION
- GOODY-BAG INSERTS
- RECOGNITION FROM PODIUM

LIEUTENANT -- \$1000:

- BOOTH AND SIGNAGE
- REGISTRATION FOR 1 TEAM OF 5
- MEDIUM LOGO ON T-SHIRT
- WEB SITE RECOGNITION
- GOODY-BAG INSERTS
- RECOGNITION FROM PODIUM

SERGEANT -- \$500:

- SIGNAGE
- SMALL LOGO ON T-SHIRT
- REGISTRATION FOR 3
- GOODY-BAG INSERTS
- RECOGNITION FROM PODIUM
- WEB SITE RECOGNITION

OFFICER -- \$150:

- RECOGNITION IN PUBLICITY
- GOODY-BAG INSERTS
- 1 PARTICIPANT

CADETS -- \$300:

- 2 TEAMS OF 5 TO BEAT THE RPD
- BOOTH TO STORE YOUR THINGS AND PROMOTE

BOOTH SPONSOR-- \$200: BOOTH SPACE FOR YOUR TABLE AND/OR TENT TO PROMOTE YOUR PRODUCTS/ SERVICES.

GOODY BAG SPONSOR -- \$1000: NAME RECOGNITION OF CINCH BAG AND BOOTH SPACE

IN-KIND SPONSORSHIP: COMPANY/INDIVIDUAL RECOGNIZED AT EVENT AND IN PUBLICITY. PROVIDES PRODUCT OR SERVICE NECESSARY TO EVENT -- WATER FOR PARTICIPANTS, SNACKS, ETC.

YES -- I AM READY! I WILL HELP OUR COMMUNITY!

CHOOSE A DONOR RANK AND EMAIL US YOUR COMPANY LOGO OR AN ADVERTISEMENT FOR THE PROGRAM IF APPLICABLE TO: info@runcrimeoutofroseville.com DEADLINE FOR SPONSORSHIP IS MAY 30 TO ALLOW TIME FOR PRINTING T-SHIRTS. PLEASE BRING YOUR OWN BOOTH EQUIPMENT INCLUDING TABLE, TENT AND SIGNAGE TO PROMOTE YOUR ORGANIZATION. A SPACE WILL BE RESERVED FOR YOU.

DONOR RANK: ____ CHIEF ____ CAPTAIN ____ LIEUTENANT ____ SERGEANT ____ OFFICER ____ CADETS
SPONSORSHIP: ____ BOOTH ____ GOODY BAG ____ IN-KIND
(SPECIFY:_____)

CONTACT: _____ COMPANY: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

ITEMS YOU WILL BE DONATING: _____

PLEASE MAKE CHECKS PAYABLE TO ROSEVILLE CRIME STOPPERS. MAIL TO: ROSEVILLE CRIME STOPPERS, PO BOX 682, ROSEVILLE, CA 95661

THANK YOU FOR YOUR SUPPORT!!

ROSEVILLE CRIME STOPPERS IS A NON-PROFIT. ALL PROCEEDS BENEFIT THE ROSEVILLE COMMUNITY. TAX ID 68-0235169.

www.runcrimeoutofroseville.com



COUNCIL COMMUNICATION

CC #: 7852

File #: 0102

Title: Council Discretionary Funds Request - Roseville Coalition of Neighborhood Associations

Contact: Sonia Orozco 916-774-5226 sorozco@roseville.ca.us
Vicki Philpott 916-774-5353 vphilpott@roseville.ca.us

Meeting Date: 7/20/2016

Item #: 9.3.

RECOMMENDATION TO COUNCIL

The City Council is asked to discuss RCONA's request for \$5,000.00 in Council Discretionary Funds and consider approval by motion. This request will cover the actual expenses to host six Movies in the Park (MITP) and one Santa in the Park (SITP). Werner Kuehn from RCONA will be present to answer any questions you may have.

BACKGROUND

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. In addition, the City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to \$15,000.00 of the annual earnings for the purpose of improving the quality of life in Roseville.

MITP and SITP Background

Movie in the Park and Santa in the Park have become highly desired annual community events that are becoming a Roseville tradition. These free "family friendly" neighborhood events attract residents of all ages, backgrounds and income levels. Typical attendance exceeds 500 people at each event. Our Neighborhood Associations work these events, using them to recruit volunteers and neighbors to participate in their associations, get to know each other, and revitalize the neighborhood. The organizational mission of RCONA is to build and strengthen neighborhood associations and to promote productive communications and collaborations between those associations, Roseville PD Neighborhood officers, and public and private organizations in their neighborhoods. These events have provided an excellent community outreach venue for city departments like Roseville Police, Fire, Environmental Utilities, Electric, and Parks, Recreation and Libraries. Each of these City departments have enthusiastically supported and participated in MITP and SITP. In addition, nonprofit partners like Placer Food Bank and Kids First have used MITP and SITP as opportunities to reach out to those in need. The SITP event actively uses

multi-generational volunteers as well as having 26 Roseville schools as participants. High school and middle school student volunteers value the opportunity at SITP to assist elementary students in craft creations.

RONA submitted an application for a \$5,000 grant for the FY2016-17 Citizens' Benefit Fund grant cycle but did not receive a recommendation for funding. The Roseville Grants Advisory Commission evaluates all grant applications against specific established criteria resulting in a numerical ranking for each application. The Roseville Grants Advisory Commission then begins the process of awarding funding beginning with the applications receiving the highest rankings. A seven-year summary of the funding RONA has received is below.

Funding History Citizens' Benefit Fund

2010/2011	\$2,200	Movies in Park
2011/2012	\$0	Movies in the Park
2012/2013	\$2,405	Movies in the Park
2013/2014	\$3,415	Movies in the Park/Santa in the Park
2014/2015	\$0	Movies in the Park/Santa in the Park
2015/2016	\$1,694	Movies in the Park/Santa in the Park
2016/2017	\$0	Movies in the Park/Santa in the Park

If discretionary funds are not awarded, funds for this project would come from the RONA general fund which would create a financial strain on RONA resources and minimize RONA's ability to provide other potential neighborhood support programs. Although this request is for full funding for the 2016 costs, RONA would be grateful for any funding support.

FISCAL IMPACT

There is no fiscal impact to the City's general fund. Annually the City Treasurer allocates \$15,000.00 of the annual earnings on the Citizens' Benefit Fund per section 4.06.04 in the Municipal Code and is included in the annual budget along with the Citizen's Benefit Funds available for appropriation each year. These earnings are restricted for the purpose of improving the quality of life for the citizens in Roseville and appropriated by the City Council. At the June 1, 2016 meeting the City Council approved moving the unspent \$6,877.00 from the Citizens' Benefit Fund into the Council's FY2017 discretionary funds. This transfer and the \$2,372.00 carry forward of unspent FY2016 Council Discretionary Funds, provides the current balance of \$24,249 in the Council's FY2017 Discretionary Funds.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The Council discretionary funds is not considered a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Vicki Philpott, Executive Assistant to the City Manager

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

RCOA Request

RCOA additional information



Roseville Coalition of Neighborhood Associations

June 28, 2016

City of Roseville
311 Vernon Street
Roseville, CA 95678

Vicki Philpott
City Manager's Office

Dear Ms. Philpott,

This letter is a request for a \$5000 grant from the City Council Discretionary Funds. RCONA submitted an application for a \$5000 grant from the 2016-2017 Citizens' Benefit / R.E.A.C.H. Fund for expenses for Movie in the Park and Santa in the Park community programs. However, no grant funds were awarded to RCONA. The reasons for denial were "inadequate copy of City Business license" (Receipt instead of original) and a "missing signature from the Board Assurances document". All other items in our application very capably met grant requirements.

Quantity	Description	Purpose	\$- Total
6	Movies in the Park (MITP)	Park staff cost \$200 & Film licensing cost approx. \$384	\$3500
1	Santa in the Park (SITP)	Materials for Child craft events	\$1500
		TOTAL	\$5000

Additional information is provided for your review, in the attached document. RCONA is committed to being a self-sustaining, viable public benefit organization, fostering a sense of community and building partnerships while providing valuable neighborhood services through its neighborhood associations.

Thank you for considering this request.

All the best,

Werner Kuehn

RCONA President 2016



Roseville Coalition of Neighborhood Associations

June 28, 2016

Discretionary Fund Request – Additional Information

Project Description

Movies in the Park (MITP) + Santa in the Park (SITP) are highly anticipated annual community events. We have requested a grant for \$5000 (the full actual cost of the seven 2016 events).

Need for these programs and Community Support

These FREE “family friendly” neighborhood events attract residents of all ages, backgrounds and income levels. Typical attendance exceeds 500 people at each event. Our Neighborhood associations work these events, using them to recruit volunteers and neighbors to participate in their association, get to know each other, and revitalize the neighborhood.

MITP and SITP programs have become highly desired annual community events that are becoming a Roseville tradition. The organizational mission of RCONA is to build and strengthen neighborhood associations and to promote productive communications and collaborations between those associations, Roseville PD Neighborhood officers, and public and private organizations in their neighborhoods. MITP and SITP events have provided an excellent community outreach venue for city departments like Roseville Police, Fire, Environmental Utilities, Electric, and Parks, Recreation & Library. Each of those City departments have enthusiastically supported and participated in MITP and SITP. In addition, charity partners like Placer Food Bank and Kids First have used MITP and SITP as opportunities to reach out to those in need. The SITP event actively uses multi-generational volunteers as well as having 26 Roseville schools as participants. High school & middle school student volunteers value the opportunity at SITP to assist elementary students in craft creations.

Are there other funding sources for this project?

The other funding source for this project would be from the RCONA general fund.

What is negative impact if the funds are not granted?

If funds are not granted, producing these events would be a financial strain on our resources. Using our own funds for MITP + SITP minimizes our ability to provide other potential neighborhood support programs

Funding History

Below is funding history of previous CBG/R.E.A.C.H. grants. As you can see, in previous years we were awarded partial funding. Although our funds request is for full 2016 cost, we would be grateful for any funding support.

Fiscal Year	Amount	Description
2010 / 2011	\$2200	Movies in the Park
2011 / 2012	\$0	Movies in the Park
2012 / 2013	\$2405	Movies in the Park
2013 / 2014	\$3415	Movies in the Park/Santa in the Park
2014 / 2015	\$0	Movies in the Park/Santa in the Park
2015 / 2016	\$1694	Movies in the Park/Santa in the Park
2016 / 2017	\$0	Movies in the Park/Santa in the Park