AGENDA
January 8, 2020

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

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

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

Security procedures are in place to attend Roseville City Council meetings. All attendees must successfully pass through a security metal detector. Any person with a prohibited item will not be allowed entry. Prohibited items include, but are not limited to: firearms (even with valid CCW), knives, pepper spray/mace, explosives of any kind/ any weapons and/or dangerous devices of any kind, illegal drugs and alcohol.

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

5. PUBLIC COMMENTS

6. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

6.1. Card Key Access Control System - Sole Source Contract Purchase Agreement

Memo from Office Assistant Tisha Chinn and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-003 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND JOHNSON CONTROLS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000139). Johnson Controls, Inc. currently provides maintenance, repair, installation of hardware, and software programming for the City's card key access control system, P2000. Because the current card key system has reached its end of life and will no longer be supported, an upgrade to the C-Cure 9000 platform is required. Additionally, the City is adding a 5-year service and software upgrade plan with this agreement. The total cost of this proposal is $81,514.95 and funding is available in the FY2019-20 Safety and Security budget.

CC #: 0524

File #: 0203-14

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

6.2. Enterprise Asset Management Consulting Services - Service Agreement Amendment

Memo from Assistant Environmental Utilities Director Dale Olson and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-002 APPROVING AMENDMENT NO. 2 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND SIXTY SEVEN SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1909051). This item requests approval of a second amendment to a service agreement with Sixty Seven Solutions, Inc. to consult on the integration of the Enterprise Asset Management system. Funding for this $150,000 amendment is available in the approved FY2019-20 Roseville Electric Utility budget.

CC #: 0521

File #: 0203-09

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

Resolutions

6.3. 2019 Bike Trail Resurfacing Project - Notice of Completion

Memo from Assistant Engineer Cathy Gosalvez and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-001 ACCEPTING THE PUBLIC WORK KNOWN AS 2019 BIKE TRAIL RESURFACING PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The project consisted of the application of a Type 1 slurry seal treatment over approximately 406,000 square feet (over 7 miles) of bike trails in various locations throughout the City. The final construction cost for the project was $244,157.83 and was funded with local transportation funds. No General Fund resources were used for this project.

CC #: 0520

File #: 0721-05

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

6.4. Blue Oaks Boulevard Extension - Easement Deed to Pacific Gas and Electric

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-005 APPROVING AN EASEMENT DEED, BETWEEN THE CITY OF ROSEVILLE AND PACIFIC GAS AND ELECTRIC COMPANY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. PG&E maintains an existing overhead power line that serves the subject property within west Roseville. This power line is located on City property and needs to be relocated underground to accommodate the construction of the extension of Blue Oaks Blvd. to the Creekview planned development. This easement will allow PG&E to operate and maintain the power lines underground. This action will have no fiscal impact to the City's General Fund.

CC #: 0527

File #: 1002-06

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

6.5. Joint Community Facilities Agreement - Bond Opportunities for Land Development Program

Memo from Administrative Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-004 APPROVING ENTRANCE INTO JOINT COMMUNITY FACILITIES AGREEMENTS IN CONNECTION WITH THE BOND OPPORTUNITIES FOR LAND DEVELOPMENT (BOLD) PROGRAM; AND AUTHORIZING RELATED ACTIONS. On January 16, 2019 City Council approved Resolution 19-12 which authorized the use of the Bond Opportunities for Land Development (BOLD) program in the City and authorized the California Municipal Finance Authority (CMFA) to accept applications from property owners, conduct proceedings and levy special taxes within the territory of the City pursuant to the Mello-Roos Community Facilities Act of 1982. Per Section 3 of the adopted Resolution, it was required that, prior to issuance of bonds by the CMFA for the BOLD program, a Form of Joint

Community Facilities Agreement will be required to be entered into and the form of such agreement will be presented to the City Council for approval. The approval of this resolution delegates authority to enter into such agreements on behalf of the City to the City Manager and the Chief Financial Officer or the designee of any of them, without the need for the form thereof to be approved by the City Council. The approval of this resolution does not have any impact on the General Fund.

CC #: 0526

File #: 0200

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

Reports / Requests

6.6. Out-of-State Travel Request - Electric Department

Memo from Electric Utility Director Michelle Bertolino recommending the City Council approve out of state travel for one department member to attend a customer leadership meeting in February 2020 with the Western Area Power Administration in Denver, Colorado. Costs related to travel, airfare, lodging and per diem are estimated to be $1,500. Funds are available in the Electric Department's FY2019-20 budget.

CC #: 0522

File #: 0600-02

CONTACT: Michelle Bertolino 916-774-5603 mbertolino@roseville.ca.us

6.7. Out-of-State Travel Request - Finance and Human Resources Departments

Memo from Business Analyst Kelly Wallace and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council approve out of state travel for nine Finance and two Human Resources staff members to attend the Oracle Modern Business Experience conference in Chicago, Illinois in March 2020. Total conference registration costs are approximately $5,000. The associated transportation, lodging, and per diem costs are estimated to be $20,000 and funding is available in the approved General Fund budget. No additional funds are needed.

CC #: 0523

File #: 0600-02

CONTACT: Kelly Wallace 916-774-5189 klwallace@roseville.ca.us

Ceremonial Documents

6.8. Resolution - Julie Pistone

Commend Julie Pistone for her 14.5 years of outstanding service and dedication to the City of Roseville and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 0528

File #: 0102-10

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

END OF CONSENT CALENDAR

7. SPECIAL REQUESTS/REPORTS/PRESENTATION

7.1. Budget Update and Strategic Plan Adoption

Memo from Assistant City Manager/Chief Financial Officer Dennis Kauffman and Deputy City Manager Megan MacPherson recommending the City Council receive a budget update, a presentation regarding the City of Roseville Strategic Plan, and approve the Strategic Plan.

CC #: 0506

File #: 0108 & 0201

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

8. APPOINTMENTS

8.1. Boards and Commissions Bi-Annual Vacancies

Memo from Deputy City Clerk Katrina Six and City Clerk Sonia Orozco recommending the City Council appoint Andrew Haydu to the Board of Appeals for a term expiring December 31, 2023; appoint one (1) individual to the Placer Mosquito and Vector Control District for a term expiring December 31, 2023 from the applications received from Ross Hutchings and Cyndi Mitchell; appoint one (1) individual to the Senior Commission for a term expiring December 31, 2023 from the applications received from Erica Crumley, Debra Fitzsimmons, Michael Garibaldi, and Theresa Renken; and appoint two (2) individuals to the Transportation Commission for terms expiring December 31, 2023 from the applications received from Marilyn Festersen, Daniel Groff, and Jason Probst.

CC #: 0525

File #: 0103 & 0103-41-02 & 0103-35 & 0103-12-02 & 0103-13-02

CONTACT: Katrina Six 916-774-5267 kmsix@roseville.ca.us

9. COUNCIL REPORTS / PUBLIC COMMENTS

10. ADJOURNMENT

COUNCIL COMMUNICATION

CC #: 0524
File #: 0203-14

Title:	Card Key Access Control System - Sole Source Contract Purchase Agreement
Contact:	Tisha Chinn 916-774-5702 tchinn@roseville.ca.us

Meeting Date: 1/8/2020
Item #: 6.1.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve a sole source contract purchase agreement with Johnson Controls, Inc. to upgrade the City's card key access control system to the latest version of P2000, the C-Cure 9000 platform, including a five-year service and software upgrade plan, and authorize the City Manager to execute the agreement.

BACKGROUND

A sole source agreement is necessary because Johnson Controls, Inc. currently provides the installation, repair, maintenance, and parts for the City's access control system, P2000. The upgrade is needed to ensure the long-term reliability and sustainability of the card key system because the City's existing system has reached its end of life and is no longer being supported. The upgrade includes the following:

- Replacement of 2 controllers and boards, one iStar controller, and spare parts for future needs
- Software licenses: P2000 and C-Cure 9000
- Technician labor for change out, programming, and commissioning of new hardware
- Labor and software for firmware upgrades and commissioning and testing for all card readers and alarm points
- 5-year software service agreement for upgrades and revisions
- Software and labor to install C-Cure 9000

FISCAL IMPACT

The total cost of this contract purchase agreement is $81,514.95. Funding for this project is available in the Council-approved FY2019-20 Safety and Security budget.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Tisha Chinn, Office Assistant

Jason Shykowski, Public Works Director

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20–003

CPA 3000139 Johnson Controls

CPA 3000139 Project Proposal

RESOLUTION NO. 20-003

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

WHEREAS, a contract purchase agreement (3000139) for the materials, equipment, software, and software maintenance to upgrade the City's P2000 access control system, between the City of Roseville and Johnson Controls Inc., has been reviewed by the Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract purchase 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 _______________, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

____
MAYOR

ATTEST:

____
City Clerk

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3000139

Agreement	3000139
Agreement Date	08-NOV-2019
Revision	0
Agreement Amount	81,514.95 USD

Invoice To		Supplier	
	City of Roseville **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**		**Johnson Controls Inc** Controls Group 103 Woodmere Road Folsom, CA 95630
Phone:	(916) 774-5488	**Phone:**	(916) 294-8800
Fax:	(916) 784-3796	**Fax:**	()
Email:	accountspayable@roseville.ca.us	**Email:**	robert.rule@jci.com

Description of Labor, equipment and/or materials

The vendor shall provide the materials, equipment, software, and software maintenance to upgrade the City's P2000 access control system to the latest version in accordance with the attached Johnson Controls, Inc. proposal dated 11/7/19.

Please contact Tisha Chinn at (916)774-5702 or Blaine Wiegel at (916)746-1774 for questions regarding this agreement.

START DATE: Fully executed agreement
END DATE: 12/31/24 or 5 years from the start of the software service agreement, whichever is later

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	10086	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
		Joanna Oukrop Phone **1-916-774-5745**

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

Contract Terms and Conditions

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.

3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.

4. Time is of the essence of this Agreement.

5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.

6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.

7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.

8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.

9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm

10. Consultant agrees to the below insurance requirements:

    a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.

    b. 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.

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

(1) the minimum coverage and limits specified in this Agreement; or

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

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

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

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

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

h. Waiver of Subrogation. 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 worked performed by Consultant, its employees, agents and sub consultants.

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

11. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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

15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

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

17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.

18. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.

19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.

20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.

21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.

22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty-four (24) hours after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.

23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.

24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.

25. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

26. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

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

Roseville Business License No. 00801185

Contractor License No. 22445

DIR Registration No. 1000000593

Check mark the applicable company type below:

____X____ Corporation

__________ Limited Liability Company

___________ Partnership

___________ Sole Proprietor

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

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

General - Required Coverage/Documentation

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

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

Construction:____
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:_X___
Professional Liability:
$1 Million/occurrence
No auto required

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

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

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

Insurance Submission Process

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

How It Works

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

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

Supplier	
Signature:	
Print Name:	Brian Keng
Title:	HVACIM

Supplier	
Signature:	
Print Name:	Doug McLaughlin
Title:	Branch Service Manager

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

Johnson Controls

DELEGATION OF AUTHORITY CERTIFICATE

The undersigned, Vice President and President, Building Solutions, North America, pursuant to the authority vested in him by: (i) a Sub-Delegation of Authority from **Johnson Controls, Inc.**, a Wisconsin corporation ("JCI"), dated June 6, 2017, (ii) an Incumbency Certificate and Delegation of Authority from the general partner of **Johnson Controls Fire Protection LP** (formerly known as SimplexGrinnell LP), a Delaware limited partnership ("JCFP"), dated June 8, 2017, and (iii) a Written Consent in Lieu of Special Meeting of the Management Board from **Johnson Controls Security Solutions LLC** (formerly known as Tyco Integrated Security LLC), a Delaware limited liability company ("JCSS"), dated June 8, 2017, hereby authorizes:

Brian B. King
Branch Installation Manager

(the "Delegate") to perform, on behalf of each of JCI, JCFP and JCSS, the acts described below:

> To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business and in accordance with the current Global Approval Authority Matrix.

This authority does not extend to:

a. further sub-delegation of the above acts absent necessary approvals in writing;
b. the execution of surety, performance or bid bonds;
c. the signing of any notes, contracts, or any other agreement to borrow money in the name of JCI, JCFP and JCSS, or any form of guaranty for the payment or performance of obligations of any subsidiary, affiliate, or joint venture of JCI, JCFP and JCSS; or
d. the signing, on behalf of JCI, JCFP and JCSS, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property.

Any actions taken by such Delegate within the scope of acts authorized herein taken between the date of expiration of any prior delegation of authority and the date hereof are hereby ratified, confirmed and approved as the acts and deeds of JCI, JCFP and JCSS.

This authority shall remain in full force and effect through May 31, 2020.

Signed at Milwaukee, Wisconsin, this 1st day of June, 2019.

Johnson Controls, Inc., Johnson Controls Fire Protection LP, and Johnson Controls Security Solutions LLC

Rodney N. Rushing
Rodney N. Rushing
Vice President and President
Building Solutions, North America

ATTESTS:

Steven W. Keane
Vice President and Assistant Secretary
Johnson Controls, Inc.

Jennifer L. Leong
Jennifer L. Leong
Vice President and Secretary
Johnson Controls Fire Protection LP

Lee M. Finney
Lee M. Finney
Vice President and Secretary
Johnson Controls Security Solutions LLC

DELEGATION OF AUTHORITY CERTIFICATE

The undersigned, Vice President and President, Building Solutions, North America, pursuant to the authority vested in him by: (i) a Sub-Delegation of Authority from **Johnson Controls, Inc.**, a Wisconsin corporation ("JCI"), dated June 6, 2017, (ii) an Incumbency Certificate and Delegation of Authority from the general partner of **Johnson Controls Fire Protection LP** (formerly known as SimplexGrinnell LP), a Delaware limited partnership ("JCFP"), dated June 8, 2017, and (iii) a Written Consent in Lieu of Special Meeting of the Management Board from **Johnson Controls Security Solutions LLC** (formerly known as Tyco Integrated Security LLC), a Delaware limited liability company ("JCSS"), dated June 8, 2017, hereby authorizes:

Douglas L. McLaughlin
HVAC Service Manager

(the "Delegate") to perform, on behalf of each of JCI, JCFP and JCSS, the acts described below:

> To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business and in accordance with the current Global Approval Authority Matrix.

This authority does <u>not</u> extend to:

a. further sub-delegation of the above acts absent necessary approvals in writing;
b. the execution of surety, performance or bid bonds;
c. the signing of any notes, contracts, or any other agreement to borrow money in the name of JCI, JCFP and JCSS, or any form of guaranty for the payment or performance of obligations of any subsidiary, affiliate, or joint venture of JCI, JCFP and JCSS; or
d. the signing, on behalf of JCI, JCFP and JCSS, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property.

Any actions taken by such Delegate within the scope of acts authorized herein taken between the date of expiration of any prior delegation of authority and the date hereof are hereby ratified, confirmed and approved as the acts and deeds of JCI, JCFP and JCSS.

This authority shall remain in full force and effect through May 31, 2020.

Signed at Milwaukee, Wisconsin, this 1st day of June, 2019.

Johnson Controls, Inc., Johnson Controls Fire Protection LP, and Johnson Controls Security Solutions LLC

Rodney N. Rushing
Vice President and President
Building Solutions, North America

JOHNSON CONTROLS, INC. CORPORATE SEAL MILWAUKEE, WI

ATTESTS:

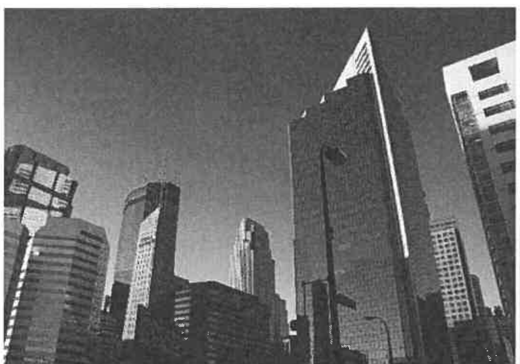
Steven W. Keane
Vice President and Assistant Secretary
Johnson Controls, Inc.

Jennifer L. Leong
Vice President and Secretary
Johnson Controls Fire Protection LP

Lee M. Finney
Vice President and Secretary
Johnson Controls Security Solutions LLC

City Of Roseville

Project Proposal



November 7, 2019

Submitted by:
Robert Rule
Johnson Controls, Inc.
Account Representative Owner Sales
103 Woodmere Road, Suite 110
Folsom, CA 95630
(916) 705-8492
Robert.rule@jci.com

Presented to:
Dan Allen
City of Roseville
City Hall
311 Vernon St.
Roseville, CA 95678

Executive Summary

City of Roseville seeks to update and maintain their P2000 access control system. To achieve this, our recommendations are to upgrade the existing P2000 system to the latest version, migrate the system to the P2000 Version 5 offering that is built on Johnson Control's C•CURE 9000 platform, and protect your assets with a 5-year service agreement. The following information summarizes the benefits you will realize when you implement these recommendations.

Goals and objectives	Our Solution
Security	P2000 Upgrade
Reliability	5-year planned service agreement with software service agreement.
Flexibility	Migration to P2000 Version 5 (when available)
Sustainable Technology	

Financial Overview

Benefits

Because you are a valued P2000 customer, we are offering you this package to ensure the reliability and sustainability of your system for the foreseeable future.

1. P2000 Upgrade

Scope

JCI to provide for the P2000 Upgrade which will include:

- Replacement of (2) existing legacy CK controllers and downstream terminal boards. One would be housed inside a 24" x 30" enclosure with power supply (hardwired by electrician) replacing the CK720 controllers and also includes two S300-DIN-RDR2SA terminal boards. One would be housed inside a 20" x 30" enclosure with power supply (hardwired by electrician) replacing the CK720 controllers and also includes one S300-DIN-RDR8S terminal boards.
- Four (4) Spare CK721-A controllers to have on hand for future potential service needs
- Ten (10) Spare S300-DIN-RDR2SA reader boards for future potential service needs
- One (1) Spare S300-DIN-RDR8S reader boards for future potential service needs
- P2000 3.14 Pro software license.
- C-CURE 9000 v2.7+ (CC9000-SR good for up to 512 total reader count) Software license with the P2000 license option enabled. (allows talking to the CK721-A and S321IP controllers and downstream reader and input/output (I/O) boards)
- One iStar Controller and power supply and enclose and (2) IP-ECM2 Ethernet door modules replacing the now discontinued HID EDGE controllers.
- Technician labor to complete the change out, programming and commissioning of the new hardware including sub electrical contractor cost.

- Labor and software to complete the firmware upgrades of all existing reader/IO boards. To include terminal boards programming to virtual/physical addressing to complete the upgrade to 3.14.
- Commissioning and testing for all readers, alarm points and I/O points.

Exclusions

- Additional equipment Enclosures/Cabinet and or Powers Supplies that may become required.
- Replacement or repair of any existing equipment that fails or requires service to operate correctly.
- Replacement of any existing wiring to conduit raceway.
- Repair and or replacement of any existing field devices.
- Security service watch of security doors and alarm point while the P2000 System.

2. Planned Service Agreement with Software Service Agreement

Scope

- Includes software and install labor of any updated software revisions that are released by JCI over a (5) year period, including service packs and bug fixes; in addition to local techs using and having global technical support calls with no additional charge - for either P2000 or C-CURE 9000 software products.

Exclusions

- Annual inspection testing of the P2000 security system and its related field devices.
- Any P2000 or field device parts or materials.

3. Migration to C-CURE 9000 with the P2000 License Option

Scope

- Software and labor to install C-Cure 9000 software & license to replace the P2000 Server. Includes database migration, data normalization after the import into C-CURE 9000, testing and verification of system operation upon moving controllers to the new C-CURE 9000 server, and up to 2 days of customer training on the new software.

Exclusions

- Annual inspection testing of the P2000 security system and its related field devices.
- Any P2000 or field device parts or materials.

Project Proposal

We propose to furnish the materials and/or perform the work described above for the net price of:

$81,514.95

This price is contingent on accepting the proposed project including all 3 pieces – Upgrade, Planned Service Agreement with Software Service Agreement for 5-year term, and Migration.

Element 1- Initial Upgrade = Valued at $7,500 payable 'upfront' according to terms and conditions below.

Element 2 – Annual Planned Service Agreement/Software Support Agreement = $8,650 per year plus 2% escalations – see exact yearly chart below.

PSA/SSA =	$8,650.00	yr 1
PSA/SSA =	$8,823.00	yr 2
PSA/SSA =	$8,999.46	yr 3
PSA/SSA =	$9,179.45	yr 4
PSA/SSA =	$9,363.04	Yr 5
TOTAL	**$45,014.95**	**5 year commitment**

Element 3 – Migration to C-CURE 9000 software = $29,000 to be started and completed not later than June 30th, 2021.

Johnson Controls is responsible for 92% of the initial upgrade valued at $85,500.

Payment:

1. Upfront cost at day of implantation is $7,500.00
2. After upgrade to P2000 3.14 is $45,014.95 (Start Date 1/1/2020 unless upgrade not completed by December 2019)
3. Final payment of 29,000.00 at upgrade C-Cure

Project Payment Terms

25% mobilization up front and progress payments on completed work.

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

Company Name		Johnson Controls, Inc.	
Name:	____________	**Name:**	____________
Title:	____________	**Title:**	____________
Date:	____________	**Date:**	____________
Contract:	____________		____________

COUNCIL COMMUNICATION

CC #: 0521
File #: 0203-09

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

Meeting Date: 1/8/2020
Item #: 6.2.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve Amendment No. 2 to Service Agreement with Sixty Seven Solutions, Inc. in order to complete the integration of the Enterprise Asset Management (EAM) system and authorize the City Manager to execute it.

BACKGROUND

The EAM program integration has been under development for several years and is estimated to be completed by the end of this fiscal year. The remaining focus of work is migrating the EU assets data for the Water Distribution and the Wastewater Collection Groups, the integration with the City's Geographic Information System (GIS), and ongoing technical support for all the departments currently utilizing the EAM system.

Sixty Seven Solutions, Inc. has made significant progress over the last two years resolving production support issues, improving system performance, and advancing project tasks and goals. They have been instrumental in training IT and EAM staff on support functions which will be required for maintaining the EAM system once all integration is completed.

FISCAL IMPACT

Funding for this $150,000.00 amendment is available in the approved FY2019-20 Roseville Electric Utility budget. Roseville Electric is one of the primary departments using the EAM system.

ENVIRONMENTAL REVIEW

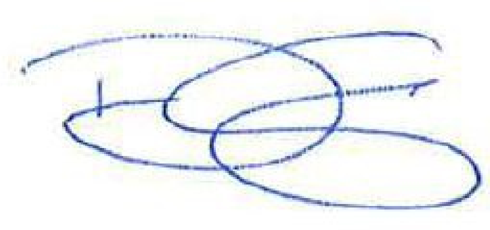
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines

§15060(c)(3) and §15378. Approval of an amendment for a service agreement for consulting meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Dale Olson, Assistant Environmental Utilities Director

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-002

Sixty Seven Solutions, Inc. Service Agreement Amendment

RESOLUTION NO. 20-002

APPROVING AMENDMENT NO. 2 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND SIXTY SEVEN SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Amendment No. 2 to Service Agreement (S1909051), for additional work required for the Enterprise Asset Management project, between the City of Roseville and Sixty Seven Solutions, Inc., has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Amendment No. 2 to Service Agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

____
MAYOR

ATTEST:

____
City Clerk

PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT AMENDMENT

SERVICE AGREEMENT No: **S1909051**
AMENDMENT No: **2**

SERVICE LOCATION: AS DIRECTED

Contractor No.: V41359

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

Contractor License No.:
Business License No.:

Telephone No.: (916)539-0865 Fax:

Email address: kevinmwiley@gmail.com
Contractor: SIXTY SEVEN SOLUTIONS, INC.
ATTN: KEVIN WILEY
6940 COUNTRY COURT
GRANITE BAY, CA 95746

Department: ENVIRONMENTAL UTILITIES

Acct. Code: 30001-5101/500011-30

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

Service Agreement Number **S1909051** ("Agreement"), which was executed on, **9/19/18**, is hereby modified as follows:

Select all provisions that apply:

☒ The term of the Agreement is **increased by six (6) months**, and the expiration date of the Agreement is changed from **6/30/20** to **12/30/20**.

☒ The Total Cost of Service payable under this Agreement is modified from **$200,000.00** to **$350,000.00**. The purpose of this modification is to provide additional dollars for continued development support, technical assistance, and other general support of the City's Maximo Enterprise Asset Management (EAM) system on an as needed basis at the direction of the City of Roseville EAM Project Management team. The total cost of service is an approximate value only. The City does not guarantee whatsoever the actual amount to be spent.

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

CONTRACTOR:
By: (KEVIN WILEY)
Title: PRESIDENT
By: (KEVIN WILEY)
Title: CEO

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: ______________________
Dominick Casey
City Manager

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

COUNCIL COMMUNICATION

CC #: 0520
File #: 0721-05

Title:	2019 Bike Trail Resurfacing Project - Notice of Completion
Contact:	Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

Meeting Date: 1/8/2020
Item #: 6.3.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council accept the 2019 Bike Trail Resurfacing Project as complete and adopt a resolution authorizing the Public Works Director to execute the Notice of Completion.

BACKGROUND

The City has a proactive bike trail maintenance program designed to seal, protect, and preserve existing pavement by completing affordable asphalt resurfacing at 7 to 10 year intervals. This keeps City bike trails in good condition and avoids pavement failure that would require more costly rehabilitation or reconstruction. The scope of the 2019 Bike Trail Resurfacing Project consisted of resurfacing approximately 406,000 square feet (over 7 miles) of bike trails in various locations throughout the City as shown in Exhibit A.

The Public Works Department's Engineering Division has made the final inspection of the 2019 Bike Trail Resurfacing Project and has found the work to be completed in accordance with the improvement plans and City Specifications and is now ready for acceptance. As required by the Specifications and Faithful Performance Bond, the Contractor shall guarantee the installation of all improvements for a period of 12 months from the date of the Notice of Completion.

FISCAL IMPACT

The project was awarded at the June 5, 2019 council meeting for $248,500 with a construction contingency (change order authority) of 15% ($37,275). The final construction cost was $244,157.83, a decrease of $4,342.17 under the bid amount. The cost savings was a result of quantity changes in the construction bid items.

The project is funded with local transportation funds. No General Fund resources were used for 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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The 2019 Bike Trail Resurfacing Project meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Cathy Gosalvez, Assistant Engineer

Jason Shykowski, Public Works Director

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-001

Notice of Completion

Exhibit A - Location Map

RESOLUTION NO. 20-001

ACCEPTING THE PUBLIC WORK KNOWN AS THE 2019 BIKE TRAIL RESURFACING PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the 2019 Bike Trail Resurfacing Project, has been approved and the public work accepted.

2. The Public Works Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____________________, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

____
MAYOR

ATTEST:

____
City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

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

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

NOTICE OF COMPLETION

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

The direct/general contractor on said project was ______________________________.

The surety on said project was ____

____.

____

City of Roseville
Owner

ATTEST:

____

Sonia Orozco, City Clerk

State of California)
County of Placer)

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

____

City of Roseville

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

State of California)
County of Placer)

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

20___, ________________________________

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

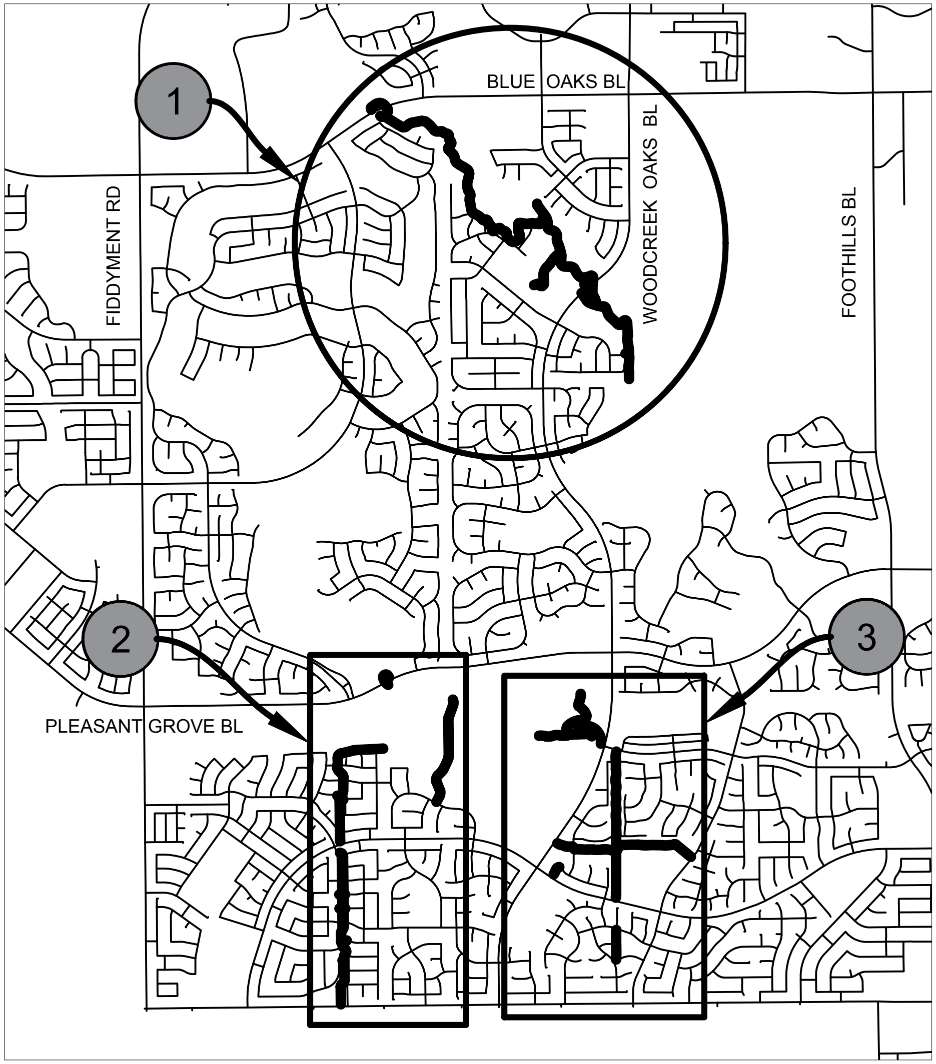
____

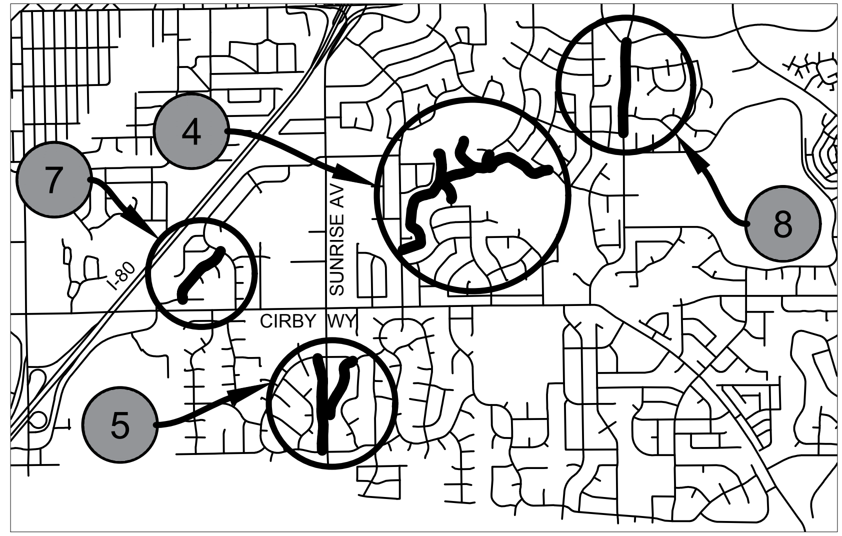
Place Notary Seal and/or Stamp Above

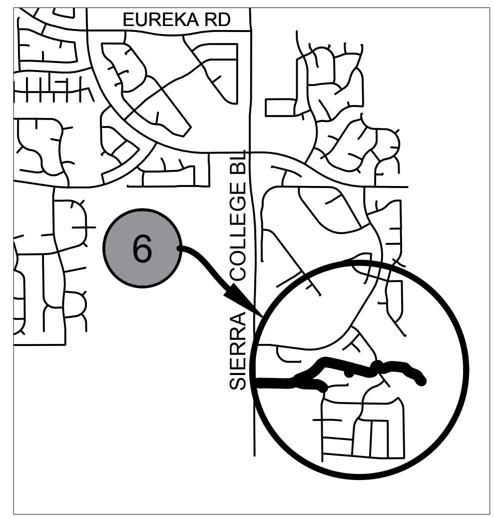
Signature of Notary Public

EXHIBIT A

2019 BIKE TRAIL RESURFACING PROJECT







LEGEND

1	PLEASANT GROVE CREEK SOUTH BIKE TRAIL	5	SUNRISE KENSINGTON BIKE TRAIL
2	PARK REGENCY/JUNCTION WEST BIKE TRAIL	6	EASTRIDGE/JOHNSON RANCH BIKE TRAIL
3	KERRY DOWNS/CALIFORNIA LEGENDS/ WOODCREEK OAKS/SUN CITY BIKE TRAIL	7	MARLIN DR PATH
4	MEADOW OAKS/SIERRA GARDENS BIKE TRAIL	8	ROCKY RIDGE DR PATH

COUNCIL COMMUNICATION

CC #: 0527
File #: 1002-06

Title:	Blue Oaks Boulevard Extension - Easement Deed to Pacific Gas and Electric
Contact:	Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 1/8/2020
Item #: 6.4.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council adopt a resolution to approve an Easement Deed with Pacific Gas and Electric, and authorize the City Manager to execute the deed.

BACKGROUND

An existing PG&E overhead power line located within west Roseville is being relocated underground to accommodate the construction of the Blue Oaks Blvd. extension. Blue Oaks Blvd. is currently being extended westerly to Westbrook Blvd. to provide access to the Creekview specific plan and improve traffic circulation for west Roseville. The existing PG&E power line serves a private landowner, the Harris parcel, and currently crosses City-owned property. When relocated underground, the power line will follow the same alignment of the existing overhead power lines. The developer of the Creekview specific plan, Anthem United, is in contract with PG&E to have the power lines constructed underground and is ready to start construction. PG&E is not willing to allow the construction to commence until the City provides a new easement providing PG&E the right to operate and maintain the power lines underground.

Staff has reviewed the Easement Deed to PG&E and recommends that the City execute it so that the construction of the Blue Oaks Blvd. extension to the Creekview specific plan can proceed and be completed.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-005

PG&E Easement

RESOLUTION NO. 20-005

APPROVING AN EASEMENT DEED, BETWEEN THE CITY OF ROSEVILLE AND PACIFIC GAS AND ELECTRIC COMPANY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, staff recommends that the City grant an easement to Pacific Gas and Electric Company related to APN 017-101-022 and 017-101-023 so that the construction of the Blue Oaks Boulevard extension to the Creekview Specific Plan can proceed and be completed; and

WHEREAS, the Easement Deed, by and between the City of Roseville and Pacific Gas and Electric Company, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Easement Deed 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 RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc______________________
Recording Fee $____________________________
Document Transfer Tax $ __________
[ ] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911).
[ ] Computed on Full Value of Property Conveyed, or
[ ] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
[ ] Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

____
Signature of declarant or agent determining tax

LD# 2111-05-10009 EASEMENT DEED

35122673

CITY OF ROSEVILLE, a municipal corporation,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the City of Roseville, County of Placer, State of California, described as follows:

(APN 017-101-022 and 017-101-023)

The two parcels of land one described and designated PARCEL THREE in the deed from Amarjeet Kahlon and Parminder Kahlon to City of Roseville dated January 19, 2000 and recorded Document Number 2000-0004008, Placer County Records, and the other described in the deed from Herman B. Kurtz and Shirley L. Kurtz to City of Roseville dated July 6, 1999 and recorded as Document Number 1999-0081607, Placer County Records.

The easement area is described as follows:

The parcel of land described in Exhibit “C” and shown on Exhibit “C-1” attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor shall not place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: ___________________, _______.

CITY OF ROSEVILLE,
a municipal corporation

By_________________________________
Dominick Casey
City Manager

Attach to LD: 2111-05-10009
Area, Region or Location: 6
Land Service Office: Auburn
Line of Business: Electric Distribution (43)
Business Doc Type: Easements
MTRSQ: 21.11.05.23.11,
FERC License Number: NA
PG&E Drawing Number: NA
Plat No.: AT118-C20, W01
LD of Affected Documents: NA
LD of Cross Referenced Documents: 2111-05-0024, 2111-05-0026
Type of interest: Utility Easement (86), Electric Underground Easements (4)
SBE Parcel: NA
% Being Quitclaimed: NA
Order or PM: 35122673
JCN: NA
County: Placer
Utility Notice Number: NA
851 Approval Application No: NA ;Decision: NA
Prepared By: GPY1
Checked By: JEPf

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

State of California
County of ____________________________________)

On ___________________________, before me, ____ Notary Public,
Insert name

personally appeared ____

____,

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

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

WITNESS my hand and official seal.

____ (Seal)
Signature of Notary Public

CAPACITY CLAIMED BY SIGNER

[ ] Individual(s) signing for oneself/themselves

[ ] Corporate Officer(s) of the above named corporation(s)

[ ] Trustee(s) of the above named Trust(s)

[ ] Partner(s) of the above named Partnership(s)

[ ] Attorney(s)-in-Fact of the above named Principal(s)

[ ] Other __________________________________

EXHIBIT "C"
DESCRIPTION OF PACIFIC GAS & ELECTRIC EASEMENT

All that real property situated in the City of Roseville, County of Placer, State of California located within Section 23, Township 11 North, Range 5 East, Mount Diablo Meridian, also being a part of the lands of the City of Roseville as described in Document No. 2000-0004008 recorded January 28, 2000 and Document No. 1999-0081607 recorded September 14, 1999, Official Records of Placer County and being more particularly described as follows:

Commencing at the northeast corner of said Section 23, thence along the north line of said Section 23, South 89°30'20" West a distance of 325.87 feet to the True Point of Beginning; thence from the **TRUE POINT OF BEGINNING** and leaving said north line, South 00°10'48" West a distance of 371.59 feet, thence North 89°49'12" West a distance of 10.00 feet; thence North 00°10'48" East a distance of 371.47 feet to the north line of said Section 23, thence along said north line, North 89°30'20" East a distance of 10.00 feet to the True Point of Beginning.

Containing 3,715 square feet of land.

See "Exhibit C-1", plat to accompany descriptions attached hereto and made a part hereof.

The bearing of North 89°30'20" East between found monuments on the north line of Section 23, Township 11 North, Range 5 East, Mount Diablo Meridian as shown in Document No. 2019-0050338 is the Basis of Bearing for this description.

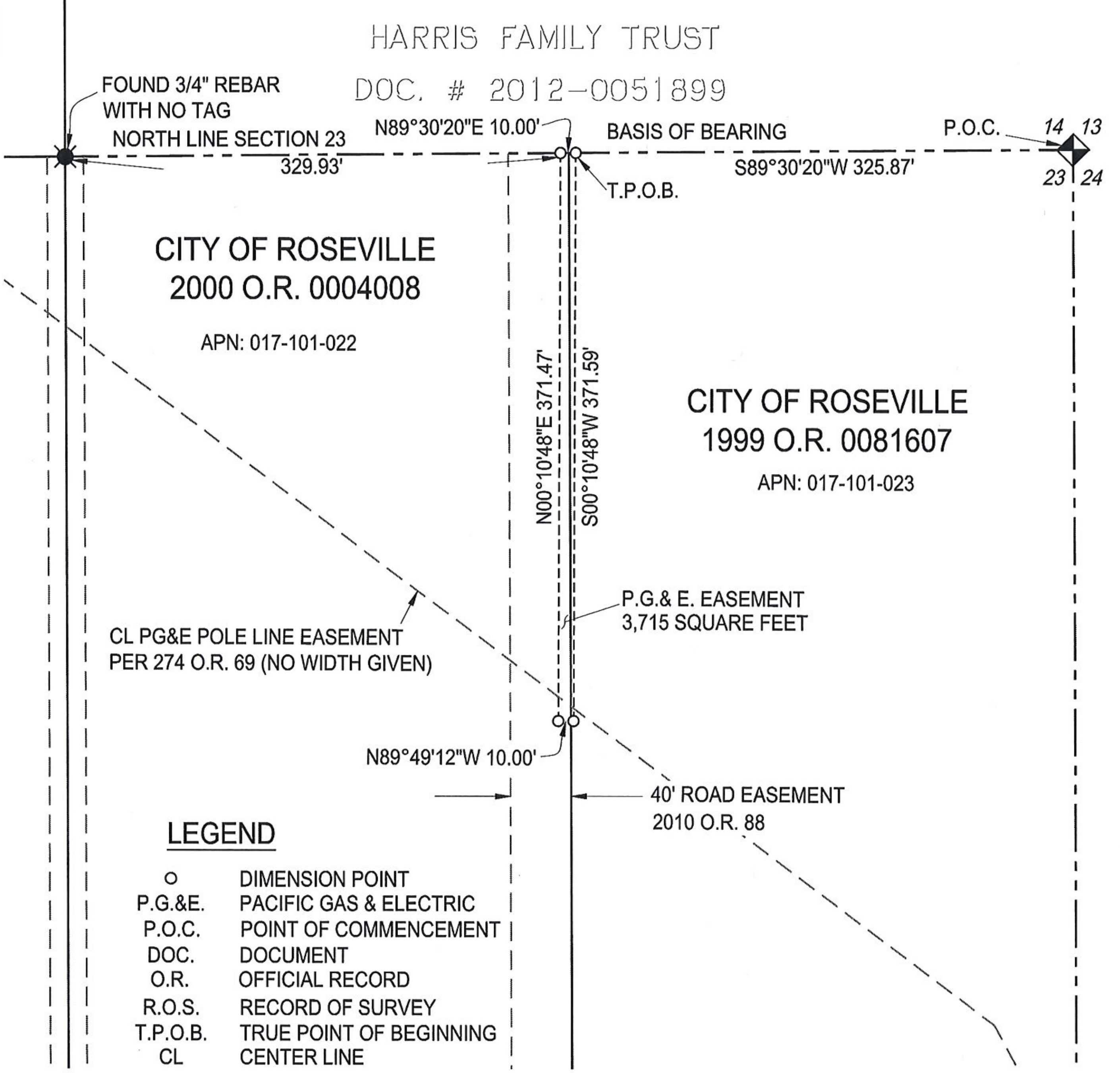
This legal description was prepared by me or under my supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

Robert M. Plank, PLS 5760
License Expiration Date: 06-30-2020

Date: 11/05/19

LICENSED LAND SURVEYOR
ROBERT M. PLANK
06-30-20
No. 5760
STATE OF CALIFORNIA

Description prepared by:
MACKAY & SOMPS CIVIL ENGINEERS, INC
1552 Eureka Road, Suite 100, Roseville, CA 95661
P:\18431\survey-MS\mapping\desc\PG&E\City Area 3.docx



SHEET 1 OF 1

11/05/19

EXHIBIT "C-1"

PACIFIC GAS & ELECTRIC EASEMENT

CREEKVIEW

PART OF SECTION 23, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE

COUNTY OF PLACER — STATE OF CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

RMP	1" = 100'	10/30/2019	18431.ENT.RST
DRAWN BY	SCALE	DATE	JOB NO.

IF A DISCREPANCY EXISTS BETWEEN THIS EXHIBIT AND THE ASSOCIATED DESCRIPTION, THE DESCRIPTION HOLDS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

COUNCIL COMMUNICATION

CC #: 0526
File #: 0200

Title:	Joint Community Facilities Agreement - Bond Opportunities for Land Development Program
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 1/8/2020
Item #: 6.5.

RECOMMENDATION TO COUNCIL

It is recommended that City Council adopt a resolution approving entrance into Joint Community Facilities Agreements in Connection with the Bond Opportunities for Land Development (BOLD) Program; and Authorizing Related Actions.

BACKGROUND

On January 16, 2019, City Council approved Resolution 19-12 which authorized the use of the Bond Opportunities for Land Development (BOLD) program in the City of Roseville and authorized the California Municipal Finance Authority (CMFA) to accept applications from property owners, conduct proceedings and levy special taxes within the territory of the City of Roseville pursuant to the Mello-Roos Community Facilities Act of 1982. Per Section 3 of the adopted Resolution, it was required that prior to issuance of bonds by the CMFA for the BOLD program, a form of joint community facilities agreements would be required to be entered into and the form of such agreement will be presented to the City Council for approval. The approval of this resolution approves the form of the Joint Facilities Agreement and delegates authority to enter into such agreements on behalf of the City to the City Manager and the Chief Financial Officer or the designee of any of them.

FISCAL IMPACT

The approval of this resolution does not have any impact on the General Fund.

ENVIRONMENTAL REVIEW

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

§15060(c)(3) and §15378. Adoption of the resolution meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-004

Joint Community Facilities Agreement

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 20-004

RESOLUTION APPROVING ENTRANCE INTO JOINT COMMUNITY FACILITIES AGREEMENTS IN CONNECTION WITH THE BOND OPPORTUNITIES FOR LAND DEVELOPMENT (BOLD) PROGRAM; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Municipal Finance Authority (the "CMFA") is a joint exercise of powers authority the members of which include numerous cities, counties and other local agencies in the State of California (the "State"); and

WHEREAS, the City of Roseville (the "City") is a member of the CMFA and uses its services from time to time; and

WHEREAS, the CMFA has established the Bond Opportunities for Land Development Program (the "BOLD Program") to allow the financing of certain public facilities and development impact fees that finance public facilities (together, the "Improvements") levied by local agencies in the State, by means of CFMA bond issuances ("CFD Bonds") payable from the levy of special taxes under the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"); and

WHEREAS, on January 16, 2019, the City Council held a public hearing regarding the issuance of bonds by CMFA in connection with the BOLD Program, and, pursuant to Resolution No. 19-12, the City made certain findings and authorized the use of the BOLD Program; and

WHEREAS, the community facilities districts ("CFDs") formed by CMFA under the Act as part of the BOLD Program shall be administered and the CFD Bonds shall be issued solely by CMFA, with no liability or continuing obligation of the City related thereto; and

WHEREAS, to implement the BOLD Program for the City, CMFA desires that for each CFD Bond issue the City enter into an agreement providing for disbursement of proceeds of the CFD Bonds to the City or to a land developer as reimbursement for the cost of construction of public infrastructure needed to facilitate new development in the City; and

WHEREAS, there has been submitted to the City Council a form of Joint Community Facilities Agreement (the "JCFA") between the City and CMFA, as contemplated by Section 53316.2 of the Act, to be entered into from time to time in connection with each series of CFD bonds issued by CMFA on behalf of the City, providing for the use of proceeds of CFD Bond proceeds for the benefit of the City, and the Council, with the aid of City staff, has reviewed the JCFA and found it to be in proper order, and now desires to approve the form of JCFA; and

WHEREAS, the City Council now desires to authorize staff to enter into a JCFA from time to time as needed in connection with development projects in the City utilizing the BOLD Program;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

Section 1. The foregoing recitals are true and correct.

Section 2. In connection with the issuance of bonds by CMFA for the BOLD Program, the City Council finds that it is necessary and desirable that CMFA, as issuer of the bonds, and the City, as a party having beneficial interests in the bond proceeds, enter into a joint community facilities agreement or similar agreement between the City and CMFA for each series of CFD Bonds, as contemplated under the Act, and the Council finds and declares that entrance into such an agreement will be beneficial to residents of the City.

Section 3. The Council hereby approves the JCFA in the form presented to the Council at this meeting. The City Manager, Chief Financial Officer or such other person or persons as either of them may designate (collectively, the "Authorized Officers"), each acting alone or together with any other Authorized Officer, are each hereby authorized and directed to execute the JCFA, for and in the name and on behalf of the City, in such form, together with, for each series of CFD Bonds under the BOLD Program, any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Jones Hall, A Professional Law Corporation, as bond counsel to the City and to CMFA ("Bond Counsel"). The proceeds CFD Bonds issued by CMFA for the benefit of the City shall be applied by CMFA and the City for the purposes and in the amounts as set forth in the JCFA. The Council hereby authorizes the delivery and performance by the City of the JCFA.

Section 4. This Resolution shall take effect immediately upon its adoption.

* * * * * *

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the _____day of__________, 2020 by the following vote of the City Council:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

____
Mayor

ATTEST:

____
City Clerk of the City of Roseville

EXHIBIT A

FORM OF JOINT COMMUNITY FACILITIES AGREEMENT

CMFA BOLD PROGRAM

Joint Community Facilities Agreement

Relating to:

California Municipal Finance Authority
CFD No. _____ (City of Roseville- ______ Project)

This Joint Community Facilities Agreement (this "Agreement"), dated as of ________, 20___, by and between the California Municipal Finance Authority, a joint exercise of powers authority duly organized and existing under the Constitution and laws of the state of California (the "CMFA"), and the City of Roseville, a charter city duly organized and existing under the Constitution and laws of the state of California (the "City," and together with CMFA, the "Parties").

WITNESSETH:

WHEREAS, CMFA has conducted, or intends to conduct, proceedings under the Mello-Roos Community Facilities Act of 1982 (California Government Code section 53311 et seq.) (the "Act") to form the above-referenced community facilities district (the "CFD") to finance certain public facilities and/or development impact fees used for capital improvements ("City Fees") authorized to be financed under the Act as part of its Bond Opportunities for Land Development ("BOLD") program (together "City Infrastructure");

WHEREAS, under Section 53316.2 of the Act, CMFA may form the CFD to, among other things, finance the City Infrastructure in connection with new development in the City and issue bonds, the proceeds of which are used by the City for City Infrastructure, provided CMFA and the City enter into a joint community facilities agreement such as this Agreement;

WHEREAS, the CFD Infrastructure is described in the resolution of formation for the CFD, and set forth on <u>Exhibit A</u> hereto;

WHEREAS, CMFA intends to utilize the proceeds of sale of special tax bonds (the "Bonds") and special taxes of the CFD to finance some or all of the CFD Infrastructure, which may include City Fees, the proceeds of which are used for City Infrastructure;

WHEREAS, City is willing to cooperate with CMFA in accomplishing the financing of the City Infrastructure which will pay for public facilities authorized to be financed by the CFD, and to confer upon the CMFA full power to provide financing for the City Infrastructure in the event that proceeds of special taxes and/or bonds in the CFD become available and are utilized for such purpose;

WHEREAS, this Agreement is made under the authority of Section 53316.2 of the Act; and

WHEREAS, in consideration for the mutual undertakings of the Parties stated herein, the Parties agree as follows:

AGREEMENT:

1. Administration of CFD and Issuance of Bonds by CMFA. CMFA shall administer the CFD, including employing and paying all consultants, annually levying the special tax and paying and administering the Bonds, and complying with all state and federal requirements appertaining to the proceedings establishing the CFD and issuing and using the proceeds of the Bonds, including the requirements of the United States Internal Revenue Code of 1986, as amended (the "Code"). The City shall execute and deliver such certifications and agreements as may reasonably be required in order for bond counsel to CMFA to conclude that interest on the Bonds will be excluded from gross income under the Code, if applicable.

2. Agreement to Hold Available Moneys. CMFA shall hold or cause to be held within a separate fund, account or subaccount (the "City Subaccount") proceeds of each issue of Bonds issued to finance City Infrastructure, as well as proceeds of special taxes levied by such CFDs for "pay-as-you-go" funding, if any, from special taxes collected in excess of the amounts needed for bond debt service and administration expenses (such bond proceeds and excess amounts are referred to as "Available Moneys"), segregated from all other funds, and except for investment purposes, shall not be commingled with any other funds. Investment earnings on amounts in the City Subaccount shall be retained in the City Subaccount for the benefit of the City, except to the extent a portion of such earnings are used to pay rebate or yield reduction payments to the U.S. Treasury pursuant to the Code. Amounts on deposit in the City Subaccount shall be disbursed only in accordance with Section 3 of this Agreement and CMFA agrees to disburse, or cause to be disbursed, moneys on deposit in the City Subaccount as provided herein.

3. Disbursements City Subaccounts. Moneys on deposit in the City Subaccount shall be disbursed pursuant to written requisitions of the City, in substantially the form attached hereto as Exhibit B and executed by the City Manager or Chief Financial Officer, or any designee of the foregoing (each, an "Authorized Officer"), which disbursements shall be used for the payment of City Infrastructure.

CMFA and its designees, including any trustee or fiscal agent holding funds in a City Subaccount, may conclusively rely on such requisitions for purposes of making such disbursements. All disbursements from the City Subaccount to the City shall be made by wire transfer of immediately available funds or by check payable to the City's bank account number at a bank located within the United States on file with CMFA as part of the BOLD program, unless another method of payment is requested in writing by the City.

4. Use of City Fees for Public Capital Improvements. City Fees, if any, listed in Exhibit A represent fees paid or to be paid by the developer of land within the CFD and are permitted to be financed by the CMFA bonds issued for the CFD. Proceeds of such fees shall be used by the City for public capital improvements to be owned by the City.

5. Term of this Agreement. This Agreement shall be in full force and effect from this date to and including its termination by mutual written agreement of the parties hereto. CMFA agrees to terminate this agreement upon request of the City upon delivery to CMFA of an opinion Bond Counsel to the effect that the termination of this Agreement will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their authorized representatives as of the effective date stated above.

CMFA:	CITY:
CALIFORNIA MUNICIPAL FINANCE AUTHORITY	CITY OF ROSEVILLE, CALIFORNIA:
By:___________________________ Authorized Signatory	By: ____________________________ Name: Title:

EXHIBIT A

DESCRIPTION OF CITY FACILITIES AND FEES

Authorized facilities capital facilities and fees are those listed in the facilities authorized to be financed by Community Facilities District No. _____________ (the “CFD”), which include the following:

[List facilities and/or fees to be financed]

EXHIBIT B

DISBURSEMENT REQUEST FORM

To:

California Municipal Finance Authority
2111 Palomar Airport Road, Suite 320
Carlsbad, California 92011
Email: ____________________

Re: BOLD Program - Request for Disbursement of Bond Proceeds
Community Facilities District No. ___ (City of Roseville- ________ Project)

The undersigned, a duly authorized officer of the City of Roseville (the "City") hereby requests a disbursement from the City Subaccount(s) set forth below, and certifies that the amounts of development impact fees financed thereby and listed below have been or will be spent by the City for listed public capital improvements as of the date indicated below or within 30 days thereafter:

Subaccount(s)	**Amount(s)**
Community Facilities District No. ______	$

Total:

Wiring Instructions: ____________________________

The undersigned hereby additionally certifies as follows:

1. These funds have been or will be used to acquire and/or construct capital improvements, and this disbursement is not being made for the purpose of reinvestment.

2. None of the expenditures for which payment is requested have been reimbursed previously from other sources of funds.

3. If the total amount above is greater than the funds held by CMFA on behalf of the City in the Subaccount(s) identified above, CMFA is authorized to amend the amount

requested to be equal to the amount of such funds.

4. To the extent the disbursement is being made prior to the date the above-referenced bonds have been issued, this disbursement form serves as the declaration of official intent of the City, pursuant to Treasury Regulations 1.150-2, to reimburse itself with respect to expenditures made from the Subaccount(s) referenced above in the amount requested.

5. The amounts being disbursed pursuant to this request are being used to finance or refinance certain public infrastructure and facilities (the "Improvements"). City will own, and for the entire useful life of such Improvements reasonably expects to own, all of such Improvements. The Improvements consist of the following:

[Describe the improvements]

6. To the extent any of such Improvements are sold to an entity that is not a state or local government City, City will seek the advice and approval of bond counsel to CMFA for the BOLD program prior to any such sale. City will not allow any of such Improvements to be used (for example, by lease or other contract) in the trade or business of any nongovernmental persons (other than in their roles as members of the general public). All of such Improvements will be used in the performance of essential governmental functions of City or another state or local government City. The average expected useful life of such Improvements is at least ____ years. The representations and covenants contained in this paragraph are intended to support the conclusion that the interest paid on the bonds issued to finance the Improvements is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code").

Dated: ________________________

CITY OF ROSEVILLE

Signature: ____________________________

Print Name: ____________________________

COUNCIL COMMUNICATION

CC #: 0522
File #: 0600-02

Title: Out-of-State Travel Request - Electric Department
Contact: Michelle Bertolino 916-774-5603 mbertolino@roseville.ca.us

Meeting Date: 1/8/2020
Item #: 6.6.

RECOMMENDATION TO COUNCIL

Memo from Electric Utility Director, Michelle Bertolino, recommending the City Council approve out-of-state travel for one department member to attend a customer leadership meeting in February 2020 with the Western Area Power Administration (WAPA) in Denver, Colorado. Costs related to travel, airfare, lodging and per diem are estimated to be $1,500.00. Funds are available in the Electric Department's FY2019-20 budget.

BACKGROUND

As a customer of WAPA Sierra Nevada Region, Roseville receives electric transmission services and hydropower from the Central Valley Project. WAPA's Administrator and Chief Executive Officer has invited one Roseville Electric Utility staff member to participate in a customer leadership meeting to be held at WAPA's headquarters in Denver, Colorado in February 2020. Participation in the meetings will allow Roseville staff the opportunity to provide input and feedback for critical future electricity services to be provided by WAPA.

FISCAL IMPACT

Costs related to travel, airfare, lodging and per diem are estimated to be $1,500.00. Funds are available in the Electric Department's FY2019-20 budget.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Michelle Bertolino, Electric Utility Director

Dominick Casey, City Manager

COUNCIL COMMUNICATION

CC #: 0523
File #: 0600-02

Title: Out-of-State Travel Request - Finance and Human Resources Departments
Contact: Kelly Wallace 916-774-5189 klwallace@roseville.ca.us

Meeting Date: 1/8/2020
Item #: 6.7.

RECOMMENDATION TO COUNCIL

Staff recommends City Council approve out-of-state travel for nine Finance and two Human Resources staff to attend the Oracle Modern Business Experience conference for training, learning best practices, and networking in Chicago, Illinois in March 2020.

BACKGROUND

The City went live on its new Enterprise Resource Planning (ERP) system, Oracle Cloud, on July 1, 2019. The new system is a significant $12.6 million investment made by the City and a multi-year implementation to modernize the City's processes and procedures. This system has a City-wide effect on all employees and departments. As a result, City teams are still stabilizing the system and learning about new features and functionally that will increase efficiencies in our new processes and procedures and provide better support to the City Departments. Oracle is hosting an annual conference, the Modern Business Experience 2020, from March 23-26, 2020. In attending this conference, Finance and Human Resources team members will have opportunities to engage other users and experts about Oracle Cloud's capacity to address the evolving needs of financial and human capital management. City staff will learn from leading companies about new system improvements; automated close processes; improved reporting capabilities; reducing costs related to maintenance, and organizational planning and performance management. Informative sessions will highlight tactical tips and best practices to build adaptable organizations and build better business outcomes.

The staff recommended to attend the conference served as project team members on the ERP project and are responsible for different modules of the system. Each module of the system is configured separately and operates differently; therefore, it is imperative to have specialized knowledge of each module. In addition, the City is expanding the knowledge of all team members to create redundancies, improve integration, and to provide sufficient support to the City departments.

Divisions attending the training conference and the number of attendees is as follows:

- ERP Support - 2
- Accounting - 2

- Payroll - 3
- Accounts Payable - 1
- Purchasing - 1
- Human Resources - 2
- Total - 11

FISCAL IMPACT

Total conference registration costs are approximately $5,000. The associated transportation, lodging, and per diem costs are estimated to be $20,000 and funding is available in the approved General Fund budget. No additional funds are needed.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Kelly Wallace, ERP Business Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer

Dominick Casey, City Manager

COUNCIL COMMUNICATION

CC #: 0528
File #: 0102-10

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

Meeting Date: 1/8/2020
Item #: 6.8.

RECOMMENDATION TO COUNCIL

Commend Julie Pistone for her 14.5 years of outstanding service and dedication to the City of Roseville and extend wishes for a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable

FISCAL IMPACT

Not applicable

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

M. Bettencourt, Deputy City Clerk

Sonia Orozco, City Clerk

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution - Julie Pistone

CITY OF ROSEVILLE

RESOLUTION

OF

COMMENDATION

WHEREAS, Julie Pistone began her distinguished career with the City of Roseville's Planning Department in April of 2000, and has chosen to retire after 14.5 years of dedicated service; and

WHEREAS, Julie has worked in the Planning Department, Parks Department, Finance Department, and the Development Services Department in a variety of valuable and essential support roles; and

WHEREAS, Julie was instrumental in preparing Planning Commission packets and staffing Planning Commission meetings; and

WHEREAS, Julie helped facilitate the scheduling and finalizing of over 25,000 building permit inspections and assisting over 35,000 customers on the phone; and

WHEREAS, Julie played an important role in coordinating the AB52 mailings for the Planning Division; and

WHEREAS, Julie deservingly received several Above and Beyond Awards within the Development Services Department; and

WHEREAS, Julie has provided professional, and loyal service to the citizens of Roseville, and all of her friends and co-workers will greatly miss her; and

NOW, THEREFORE, I, JOHN B. ALLARD II, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby commend **JULIE PISTONE** for her 14.5 years of outstanding service and dedication to the City of Roseville and extend wishes for a long, healthy, and enjoyable retirement.

SIGNED this 8th day of January, 2019.

CITY OF ROSEVILLE ★ INCORPORATED APRIL 10, 1909 ★

JOHN B. ALLARD II, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA

COUNCIL COMMUNICATION

CC #: 0506
File #: 0108 & 0201

Title:	Budget Update and Strategic Plan Adoption
Contact:	Scott Pettingell 916-746-1306 spettingell@roseville.ca.us Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 1/8/2020
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council: (1) receive a budget update presentation, (2) receive a presentation regarding the City of Roseville Strategic Plan, and (3) pass a motion to adopt the Strategic Plan.

BACKGROUND

The City Council's Strategic Planning Workshop in October 2019 kicked off the budget planning process for Fiscal Year 2020-21, which starts July 1, 2020. With comprehensive community input, the City Council and staff developed this strategic plan to set the direction of the City's work for the next four fiscal years.
Interviews with City Council members and a two-day public workshop with the City Council and department heads informed the strategic plan's development. Roseville's strengths and limitations were considered along with future challenges and opportunities.
The resulting plan describes the City's mission and vision, as well as the values that guide the City's work. It includes overarching goals for the next four fiscal years and specific strategies to support each goal.
The City Manager will provide progress updates three times a year at City Council meetings or workshops, which are all open to the public. In addition, every fall, the City Council will revisit the Strategic Plan to determine whether updates are required, as staff begins budget planning for the following fiscal year.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Scott Pettingell, Budget Manager

Dennis Kauffman, Assistant City Manager/Chief Financial Officer

____

Dominick Casey, City Manager

COUNCIL COMMUNICATION

CC #: 0525
File #: 0103 & 0103-41-02 & 0103-35 & 0103-12-02 & 0103-13-02

Title:	Boards and Commissions Bi-Annual Vacancies
Contact:	Katrina Six 916-774-5267 kmsix@roseville.ca.us

Meeting Date: 1/8/2020
Item #: 8.1.

RECOMMENDATION TO COUNCIL

Recommend Council:
Appoint Andrew Haydu to the Board of Appeals for a term expiring December 31, 2023.
Appoint one (1) individual to the Placer Mosquito and Vector Control District for a term expiring December 31, 2023 from the applications received from Ross Hutchings and Cyndi Mitchell.
Aappoint one (1) individual to the Senior Commission for a term expiring December 31, 2023 from the applications received from Erica Crumley, Debra Fitzsimmons, Michael Garibaldi, and Theresa Renken.
Appoint two (2) individuals to the Transportation Commission for terms expiring December 31, 2023 from the applications received from Marilyn Festersen, Daniel Groff, and Jason Probst.

BACKGROUND

Appointments to the Board of Appeals, Placer Mosquito and Vector Control District, Senior Commission, and Transportation Commission are due to be made as part of the bi-annual recruitment process. Recruitment for all vacancies occurred in October, November, and December 2019, video interviews of the applicants were conducted by the City Clerk Department, and the City Attorney's Office reviewed the Statement of Economic Interest (Form 700) for potential conflicts of interest. The application, video interviews, and attorney review are compiled and provided to the City Council for consideration.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

The California 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 appointment of members to boards or commissions does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Katrina Six, Deputy City Clerk

Sonia Orozco, City Clerk

____
Dominick Casey, City Manager