



AGENDA

September 4, 2024

CITY COUNCIL
AND
HOUSING AUTHORITY
6:00 p.m.
Council Chambers
311 Vernon Street
Roseville, CA
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.

Levine Act Provisions - The Levine Act requires a Party (or its agent (s)) to a Proceeding before the City of Roseville that involves any action or consideration to their contract, license, permit, or other entitlement for use, to disclose any campaign contribution made to City elected or appointed officers (including Councilmembers, Planning Commissioners, and members of other City boards and commissions) totaling more than \$250 within the 12 months before the City decision.

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

Minutes

6.1. Minutes of Prior Meeting

Memo from City Clerk Technician Melissa Lipp and City Clerk Carmen Avalos recommending the City Council approve the minutes of the August 21, 2024 City Council Meeting.

CC #: 3530

File #: 0102-03

CONTACT: Melissa Lipp mllipp@roseville.ca.us 916-774-5268

Bids / Purchases / Services

6.2. Programmable Logic Controller Rehabilitation Project - Contract Purchase Agreement Amendment

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 24-312 APPROVING CONTRACT PURCHASE AGREEMENT AMENDMENT NO. 1, BY AND BETWEEN THE CITY OF ROSEVILLE AND TELSTAR INSTRUMENTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001056). Staff requests Council approval of an amendment to contract purchase agreement with Telstar Instruments to add \$33,650.55 to the agreement amount, for a total amount of \$1,933,650.55 to cover completion of Programmable Logic Controller replacement, testing, panel installation/fabrication, programming integration, and engineering at the Barton Road Water Treatment Plant (BRWTP). Funding for this amendment will be provided from the Environmental Utilities Department Water Treatment Plant Program Logic Controller Update Project for BRWTP in the Water Rehabilitation Fund.

CC #: 3518

File #: 0203-09

CONTACT: Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

6.3. Enterprise Asset Management Consulting Services - Sole Source Contract Purchase Agreement

Memo from Information Technology Program Manager Alex Vergara and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 24-310 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIXTY SEVEN SOLUTIONS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3004130). Staff requests Council approval of a sole source contract purchase agreement with Sixty Seven Solutions, Inc. for a one-year period for operational support of the City's Enterprise Asset Management (EAM) system. The recommended contract is a sole source procurement because Sixty Seven Solutions is a critical member of the City's team that implemented the Maximo EAM software. The expertise and institutional knowledge of this consultant is critical for operational support and successful integrations with other City systems. The one-year contract cost of \$250,000 covering portions of FY2024-25 and FY2025-26 shall be a shared cost funded by charges to City departments collected by the Information Technology Operational Fund.

CC #: 3515

File #: 0203-06

CONTACT: Alex Vergara 916-746-1168 ajvergara@roseville.ca.us

6.4. Advanced Metering Infrastructure Meters - Sole Source Purchase Order

Memo from Assistant Electric Utility Director Tom Pontes and Electric Utility Director Daniel Beans recommending the City Council approve a sole source purchase order with Itron, Inc. for the purchase of Advanced Metering Infrastructure (AMI) meters with a not to exceed amount of \$555,773.75. The purchase is a sole source procurement because Itron is the sole distributor for the electric AMI meters deployed by the City. These meters require specific programming for different customer load types, and this programming relies on proprietary Itron software that Roseville Electric currently operates. Funding is included in the Electric Department's FY2024-25 budget in the Electric Fund.

CC #: 3525

File #: 0800-03

CONTACT: Tom Pontes 916-774-5550 tpontes@roseville.ca.us

Resolutions

6.5. Roseville Firefighters', Local 1592, and the International Brotherhood of Electrical Workers, Local 1245 - Side Letter Agreements

Memo from Human Resources Director Stacey Peterson recommending the City Council adopt RESOLUTION NO. 24-317 APPROVING A SIDE LETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING FOR EMPLOYEES REPRESENTED BY ROSEVILLE FIREFIGHTERS, LOCAL 1592, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 24-318 APPROVING A SIDE LETTER TO THE MEMORANDUM OF

UNDERSTANDING FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council authorization for the City Manager to approve side letter agreements with the Roseville Firefighters, Local 1592, and the International Brotherhood of Electrical Workers, Local 1245, concerning a revised Flex Credit benefit due to significant medical plan premium increases to support retention and recruitment. For the increased Flex Credit benefit, there is an estimated fiscal impact of \$36,210 to the General Fund for the FY2024-25 budget, which will be covered by the contingency budget, and an estimated \$59,430 impact to the utility funds, which will be covered by their existing budgets.

CC #: 3527

File #: 0600-01

CONTACT: Stacey Peterson 916-774-5374 slpeterson@roseville.ca.us

6.6. 2024 Solutions for Congested Corridors Program Grant Application - Letter of Agreement

Memo from Alternative Transportation Manager Ed Scofield and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 24-313 APPROVING A LETTER OF AGREEMENT, BY AND BETWEEN THE CITY OF ROCKLIN AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a cost sharing agreement with the City of Rocklin for the preparation of a Solutions for Congested Corridors Program grant application. The cost for this agreement is \$20,000 with a potential benefit to the City of \$2,000,000 in grant funds for the future Dry Creek Greenway East Phase 2 trail project that is currently under design. Local Transportation Funds will be used to pay for the agreement. No General Fund resources will be used.

CC #: 3519

File #: 0900-04 & 0214

CONTACT: Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

6.7. Western Placer Consolidated Transportation Service Agency - Agreement Amendments

Memo from Alternative Transportation Manager Ed Scofield and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 24-314 APPROVING AGREEMENT AMENDMENTS, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICES AGENCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council authorize the City Manager to execute a one-year extension to the Agreements between the City and the Western Placer Consolidated Transportation Service Agency (WPCTSA) for FY2024-25 and, if mutually agreed upon by both agencies, exercise the second option year for FY2025-26 without further Council approval. Both the Transit Ambassador Program and the operation of the South Placer

Transit Information Center are operated by the City and funded by WPCTSA. The Agreements fully reimburse the City for all costs associated with these programs.

CC #: 3520

File #: 0721-01

CONTACT: Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

6.8. Comprehensive Solid Waste Management Software – Professional Services Agreement

Environmental Utilities Compliance Administrator Michelle White and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 24-308 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND E SOURCE COMPANIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a professional services agreement with E Source Companies, LLC for the Evaluation and Procurement of a Comprehensive Solid Waste Management Software. The agreement utilizes third-party expertise to evaluate existing systems and identify the most effective software solution. These services are needed to streamline data management and to effectively manage programs and operations. The Task 1 (Phase 1) contract cost of \$86,360 is included in FY2024-25 Waste Services Operations Fund budget.

CC #: 3513

File #: 0800-02

CONTACT: Michelle White 916-774-5774 mjwhite@roseville.ca.us

6.9. Aquifer Storage and Recovery Well 9 (Westbrook) and Well 18 (Solaire) - Notice of Completion

Memo from Principal Engineer Janice Gainey and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 24-306 ACCEPTING THE PUBLIC WORK KNOWN AS THE AQUIFER STORAGE AND RECOVERY WELL 9 (WESTBROOK) AND WELL 18 (SOLAIRE) PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of the Notice of Completion for the Aquifer Storage and Recovery Well 9 (Westbrook) and Well 18 (Solaire) Project. The total cost of the construction contract including all change orders was \$15,640,678.80. The project was funded by the Water Construction Fund.

CC #: 3511

File #: 0900-02

CONTACT: Janice Gainey 916-774-5535 jrgainey@roseville.ca.us

6.10. City Council/Boards, Commissions, & Committees Administrative Standards Updates

Memo from Assistant City Clerk Helen Dreyer and City Attorney Michelle

Sheidenberger recommending the City Council adopt RESOLUTION NO. 24-307 APPROVING THE CITY COUNCIL/BOARDS, COMMISSIONS, AND COMMITTEES ADMINISTRATIVE STANDARDS UPDATES. Staff requests Council approve updates to the City Council/Boards, Commissions, & Committees Administrative Standards. Section 4.06 of the Roseville City Charter authorizes the City Council to establish its own meeting procedures. Prior to 2019, the City Council and the then thirteen Boards, Commissions, and Committees had their own separate meeting procedures. On February 20, 2019, the City Council adopted a resolution to consolidate the individual meeting procedures into one Administrative Standards document. Updates are now needed to the Administrative Standards due to changes in the law, changes in City policy, to add clarity, and to address areas currently not addressed in the standards. There is no fiscal impact associated with this request.

CC #: 3512

File #: 0102-04 & 0103

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

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

6.11. Natural Gas Transportation - Service Agreements

Memo from Electric Business Analyst Long Zhang and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 24-315 APPROVING NATURAL GAS SERVICE AGREEMENTS, BY AND BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSVILLE. Staff requests Council the natural gas transportation service agreements with the Pacific Gas and Electric Company (PG&E). The agreements are necessary for natural gas delivery to the Roseville Energy Park and Roseville Power Plant 2 facilities. Executing the agreements is estimated to cost approximately \$6 million annually, resulting in an estimated annual savings of about \$5 million compared to the PG&E's standard tariff rate. Funding for these agreements is included in the Electric Department's FY2024-25 budget in the Electric Fund.

CC #: 3521

File #: 0900-02

CONTACT: Long Zhang 916-774-5652 lzhang@roseville.ca.us

Ordinances (for introduction and first reading)

6.12. Parking Management Plan Update - Budget Adjustment

Memo from Economic Development Manager Wayne Wiley and Economic Development Director Melissa Anguiano recommending the City Council adopt ORDINANCE NO. 6864 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of a budget adjustment allocating \$55,000 from the Strategic Improvement Fund for the preparation of an updated Downtown Parking Management Plan that will analyze current parking conditions and better understand future parking needs. An

updated parking analysis will consider current parking capacity and uses, include an updated parking management program, and evaluate parking needs based on build-out of anticipated downtown redevelopment opportunities. Approval of the recommended budget adjustment results in the appropriation of \$55,000 from the City's Strategic Improvement Fund and will not impact the General Fund.

CC #: 3529

File #: 0110 & 0201-01

CONTACT: Wayne Wiley 916-774-5283 wwiley@roseville.ca.us

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

6.13. CalRecycle Grant Funding – Capital Improvement Project Approval and Budget Adjustment

Memo from Environmental Utilities Compliance Administrator Michelle White and Environmental Utilities Director Richard Plecker recommending the City Council adopt ORDINANCE NO. 6862 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council adopt an ordinance to approve a \$404,054 budget adjustment for CalRecycle grant funding. Funds received from this grant will be used in Environmental Utilities Waste Services to offset SB 1383 operational costs and provide public benefit through improved collection, management, and recycling programs and services. The grant will be administered through a new project (CalRecycle Grant - SB 1383 Program Implementation) in the Waste Services Operations Fund. Since the project's expenses will be funded entirely by the grant, there will be no effect on the available resources in the Waste Services Operations Fund. No matching funds are required and there is no fiscal impact to the General Fund.

CC #: 3523

File #: 0800-02 & 0214

CONTACT: Michelle White 916-774-5774 mjwhite@roseville.ca.us

6.14. Sierra Vista Parcel Acquisition Project - Community Development Block Grant Loan Agreement and Budget Adjustment

Memo from Housing Analyst Kristine Faelz and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 24-316 APPROVING A LOAN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND GREEK ORTHODOX HOUSING CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT, THE PROMISSORY NOTE, DEED OF TRUST AND ANY DOCUMENTS NECESSARY TO FUND AND ISSUE THE COMMUNITY DEVELOPMENT BLOCK GRANT LOAN, ON BEHALF OF THE CITY OF ROSEVILLE; and ORDINANCE NO. 6861 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a

Community Development Block Grant loan agreement between the City and Greek Orthodox Housing Corporation and authorizing the City Manager to execute necessary documents on behalf of the City to fund the Sierra Vista Parcel Acquisition project for affordable housing development. Staff also requests Council adopt an ordinance approving a budget adjustment to increase the Grants Deferred Loans expenditure budget in the Community Development Block Grant fund by \$571,850. No General Fund resources will be used in the funding of this project.

CC #: 3522

File #: 0709-03 & 0201-01

CONTACT: Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us
Claudia Carreno 916-774-5476 ccarreno@roseville.ca.us

Ordinances (for second reading and adoption)

6.15. Second Reading - Roseville Municipal Code Amendment - Development Impact Fee Deferrals

Memo from Paralegal Gretchen Hakala and City Attorney Michelle Sheidenberger recommending the City Council adopt amended ORDINANCE NO. 6830 AMENDING SECTION 4.04.040 OF CHAPTER 4.04 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING DEVELOPMENT IMPACT FEE DEFERRALS, for second reading and adoption. To correct an administrative error, staff requests Council adopt the correct version of the ordinance amendment. On June 5, 2024, City Council heard for first reading, an amendment to Section 4.04.040 of Chapter 4.04 of Title 4 of the Roseville Municipal Code regarding Development Impact Fee Deferrals. The ordinance amendment was approved for second reading on June 19, 2024. Staff has since realized that the ordinance amendment attached for second reading was the incorrect version and didn't match what was approved during the first reading.

CC #: 3526

File #: 0215

CONTACT: Gretchen Hakala 916-774-5325 ghakala@roseville.ca.us

6.16. Second Reading - Roseville Municipal Code - Regional Sewer Connection Fee Adjustments

ORDINANCE NO. 6863 AMENDING SECTION 14.16.080 OF CHAPTER 14.16 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING REGIONAL SEWER CONNECTION FEE, for second reading and adoption.

CC #: 3524

File #: 0800-02

CONTACT: Shane Whittington 916-774-5557 slwhittington@roseville.ca.us

Reports / Requests

6.17. HOUSING AUTHORITY/CITY COUNCIL - Quarterly Status Update 2nd Quarter 2024

Memo from Housing Analyst Danielle O'Connell and Economic Development Director Melissa Anguiano recommending the City Council receive a quarterly report on the Housing Authority's Housing Choice Voucher Program. This report is for informational purposes only and has no impact on the City's General Fund.

CC #: 3516

File #: 0709-01

CONTACT: Danielle O'Connell 916-774-5277 doconnell@roseville.ca.us
Suzi Cook-Turner 916-774-5414 smcook-turner@roseville.ca.us

Ceremonial Documents

6.18. Resolution - Sally Friedman

Commend Sally Friedman for her 20 years of outstanding service and dedication to the City of Roseville in the Finance and Electric Utility Departments, congratulate her for her many accomplishments, and wish her a long, healthy, and enjoyable retirement.

CC #: 3531

File #: 0102-10

CONTACT: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

END OF CONSENT CALENDAR

7. ORDINANCES

7.1. Roseville Municipal Code Addition – Temporary Memorials

Memo from Deputy City Attorney My Tien Doan and Parks, Recreation & Libraries Director Jill Geller recommending the City Council introduce for first reading an ORDINANCE ADDING CHAPTER 13.14 OF TITLE 13 OF THE ROSEVILLE MUNICIPAL CODE REGARDING TEMPORARY MEMORIALS. Temporary memorials occasionally appear around the city on streetscapes, sidewalks, or corners following tragic fatalities. Sometimes these memorials remain for an indefinite amount of time and may cause a public safety issue depending on the size and/or contents of the memorial. The City does not currently have an ordinance in place to regulate these memorials, including reviewing for safety, establishing acceptable duration and contents, and ensuring their safe removal, storage, or disposal. The proposed ordinance is intended to give the City, as well as the public, a clear and consistent process for regulating temporary memorials and ensuring public safety. There is no fiscal impact associated with the proposed ordinance.

CC #: 3528

File #: 0704

CONTACT: Jill Geller 916-774-5249 jgeller@roseville.ca.us
My Tien Doan 916-774-5325 mtdoan@roseville.ca.us

7.2. Electric Emergency Operations Center - Contract Purchase Agreement and Budget Adjustment

Memo from Assistant Electric Utility Director Tom Pontes and Electric Utility Director Daniel Beans recommending the City Council adopt RESOLUTION NO. 24-309 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CONFERENCE TECHNOLOGIES, INC. DBA CTI AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3004015); and adopt ORDINANCE NO. 6859 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a contract purchase agreement with Conference Technologies Inc., dba CTI for construction of the Roseville Electric Emergency Operations Center and approve a \$750,000 budget adjustment to increase the existing Electric Utility Department Operations Center Project budget, resulting in total spending authority of \$1,500,000 for the project. Any future funding necessary will be included in the respective Electric Department budgets and contingent on City Council approval.

CC #: 3514

File #: 0203-07 & 0201-01

CONTACT: Tom Pontes 916-774-5550 tpontes@roseville.ca.us

7.3. Historic Old Town Parking Lot Improvements Project - Capital Improvement Project Approval, Letter of Understanding, and Budget Adjustment

Memo from Assistant Engineer Brian Gulewich and Public Works Director Jason Shykowski recommending the City Council approve the establishment of a new capital improvement project; and adopt RESOLUTION NO. 24-311 APPROVING A LETTER OF UNDERSTANDING, BY AND BETWEEN THE UNION PACIFIC RAILROAD COMPANY AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6860 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve the establishment of a new Capital Improvement Project – Historic Old Town Parking Lot Improvements Project and approve a budget adjustment appropriating \$2,170,000 from the Strategic Improvement Fund. Staff also requests the Council approve a Letter of Understanding between the City and Union Pacific Railroad (UPRR) outlining requirements for the City to acquire from UPRR a 1.64-acre parcel of real property in the Historic Old Town area, including an agreed-upon purchase price of \$800,000. The requested actions will allow staff to finalize the acquisition (pending all due diligence) and design an approximately 110-space parking lot. The funding requested from the Strategic Improvement Fund will fully fund the acquisition and design. Construction is estimated to cost approximately \$3,130,000 and will come to Council for future contract and budget approval. No General Fund resources are requested.

CC #: 3517

File #: 0900-04 & 0201-01

CONTACT: Brian Gulewich 916-746-1376 bcgulewich@roseville.ca.us

8. COUNCIL REPORTS / PUBLIC COMMENTS

9. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 3530
File #: 0102-03

Title: Minutes of Prior Meeting
Contact: Melissa Lipp mllipp@roseville.ca.us 916-774-5268

Meeting Date: 9/4/2024
Item #: 6.1.

RECOMMENDATION TO COUNCIL

Approve the minutes of the August 21, 2024 City Council Meeting.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

There is no fiscal impact associated with this request.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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 City Council minutes are not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Melissa Lipp, City Clerk Technician

Carmen Avalos, City Clerk

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

August 21, 2024



MINUTES

August 21, 2024

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

1. CALL TO ORDER

Mayor Bruce Houdesheldt called the meeting to order at 6:01 p.m.

2. ROLL CALL

Present: Vice Mayor Krista Bernasconi, Councilmember Scott Alvord, Councilmember Pauline Roccucci, Councilmember Tracy Mendonsa, Mayor Bruce Houdesheldt.

3. PLEDGE OF ALLEGIANCE

Boy Scout Troop 11 led the Pledge of Allegiance.

4. MEETING PROCEDURES

City Clerk Carmen Avalos announced the procedures for addressing the City Council.

5. PRESENTATIONS

5.1. Resolution - 2024 Sylvia Besana Community Volunteer Award

Commend Cathy SooHoo as the recipient of the City of Roseville 2024 Sylvia Besana Community Volunteer Award.

CONTACT: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

The presentation was made to Cathy SooHoo, who responded.

6. PUBLIC COMMENTS

Nick Busse spoke on concerns regarding social media postings.

John Jewston with Boy Scout Troop 11 spoke on spaghetti feed fundraiser to be held September 7, 2024 at the Veteran's Memorial Hall.

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Pauline Roccucci, seconded by Scott Alvord, to drop Item 7.22 from the Consent Calendar, and to approve the remaining items as presented. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

Minutes

7.1. Minutes of Prior Meetings

Memo from City Clerk Technician Melissa Lipp and City Clerk Carmen Avalos recommending the City Council approve the minutes of the August 7, 2024 City Council Closed Session Meeting and the August 7, 2024 City Council Meeting.

CC #: 3510

File #: 0102-03

CONTACT: Melissa Lipp mlipp@roseville.ca.us 916-774-5268

Bids / Purchases / Services

7.2. Mahany Park Backstop #4 Repair - Award of Contract

Memo from Park Development Project Manager Kelly Appier and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION 24-289 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND B&M BUILDERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council award an agreement to B&M Builders, Inc. to repair the Mahany Park large baseball field (Field #4) in the amount of \$115,420. Staff also requests approval for the City Manager or his designee to approve change order requests in an amount not to exceed 10% of the contract price in accordance with the terms and conditions of the agreement. During the winter storms of 2023, four of the ten vertical steel posts of the backstop shifted and became out of plumb. Based on a structural engineer assessment, it was recommended these be replaced. As part of the project, accessibility upgrades are required. Funding for the Mahany Park Backstop Repairs project was approved during the FY2024-25 budget in the Citywide Park Fund and is anticipated to be reimbursed 75% by the Federal Emergency Management Agency, 18.75% by the State, and ultimately be 6.25% City funded. There will be no increase in

maintenance costs.

CC #: 3488

File #: 0704-01

CONTACT: Kelly Appier 916-774-5927 ksappier@roseville.ca.us

7.3. Woodcreek Golf Course Bunker Renovation Project - Contract Purchase Agreement

Memo from Parks, Recreation & Libraries Superintendent Rob Nakamura and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 24-298 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND LANDSCAPES UNLIMITED, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3004012). Staff requests Council approve a contract purchase agreement with Landscapes Unlimited, LLC for the Woodcreek Golf Course Bunker Renovation Project in an amount not to exceed \$1,048,000 and estimated change orders of up to \$8,000. Two approved projects have available resources to complete the renovations and repairs. Staff will return to Council to recommend a budget adjustment consolidating the two project budgets. The current capital improvement projects for the Woodcreek Golf Course Facility Renovations and Restoration and the Woodcreek Golf Club Bunker Renovation are funded within the Golf Course Fund, with no additional impacts on the General Fund.

CC #: 3500

File #: 0704-01

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

7.4. Cirby Substation 12kV Switchgear Replacement Civil Construction - Award of Contract

Memo from Power Engineer Austin Kurth and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 24-284 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND INTERSTATE CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council award a construction contract to Interstate Construction, Inc. in the amount of \$248,280 for the Cirby Substation Switchgear Replacement Civil Construction Project. Staff is also requesting authorization for the City Manager or his designee to approve and pay for contract change orders that could increase the contract amount by no more than 10%, or \$24,828, for a total of \$273,108. Funding is available in the Electric Department's FY2024-25 budget in the Electric Fund.

CC #: 3482

File #: 0900-03

CONTACT: Austin Kurth 916-774-5661 akurth@roseville.ca.us

7.5. Virtual Interactive Simulator System - Sole Source Contract Purchase Agreement

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council adopt RESOLUTION NO. 24-292 APPROVING A SOLE SOURCE CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND VIRTRA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3003604). Staff requests Council approve a sole source contract purchase agreement with VirTra Inc. for the purchase and installation of a Virtual Interactive Simulator System, for a total amount of \$182,014.51. VirTra Inc. is the sole manufacturer of their proprietary interactive simulation system. Funding will come from a grant award that will cover \$150,000 of this purchase, the remaining amount of \$32,014.51 will be paid with funding from the Supplemental Law Enforcement Fund.

CC #: 3492

File #: 0323

CONTACT: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

7.6. Water Endpoints Communication Modules and Associated Parts - Sole Source Purchase Order

Memo from Water Utility Manager George Hanson and Environmental Utilities Director Richard Plecker recommending the City Council approve a sole source purchase order with Itron for water endpoints and associated parts for a not-to-exceed amount of \$590,580.42 for FY2024-25. The recommended purchase is a sole source because there are no other providers in the region of the Itron endpoints for the City's Advanced Metering Infrastructure (AMI) for the water and electric systems. The estimated expenses are funded as follows: \$125,580.42 from the Water Operations Fund and \$465,000 from the Water Rehabilitation Fund.

CC #: 3497

File #: 0203-09

CONTACT: George Hanson 916-746-1764 ghanson@roseville.ca.us

Resolutions

7.7. Transit Advertising - Agreement Amendment

Memo from Alternative Transportation Manager Ed Scofield and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 24-291 APPROVING A FIRST AMENDMENT TO AGREEMENT FOR TRANSIT ADVERTISING SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND IRON HORSE MEDIA, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve an Amendment to the Agreement with Iron Horse Media for advertising on Roseville Transit buses. This amendment will continue the agreement for two additional years with a guaranteed minimum revenue of \$121,500 per year to the Transit Fund.

CC #: 3491

File #: 0721

CONTACT: Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

7.8. Creekview Phase 4 Village 20 Subdivision - Final Map and Subdivision Agreement

Memo from Associate Engineer Jeff Hendrix and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 24-285 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Creekview Phase 4 - Village 20 final map, accept on behalf of the public, the public utility easements, and accept, subject to improvement, Lots A, B, C and D and the rights of way offered thereon. The Engineering Division has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 77 residential lots and 4 public landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 3484

File #: 0400-04-13-1 & 0400-07

CONTACT: Jeff Hendrix 916-774-5463 jhendrix@roseville.ca.us

7.9. Creekview Phase 4 Village 6 and Creekview Phase 4 Village 8 Subdivisions - Final Maps and Subdivision Agreement

Memo from Associate Engineer Edward Winston and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 24-286 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENT LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; approve the Creekview Phase 4 Village 6 final map, accept, on behalf of the public, the public utility easements offered thereon; and accept, subject to improvement, Lots A, B, and C, and the rights of way offered thereon and approve the abandonment of the easements as listed thereon; and accept the Creekview Phase 4 Village 8 final map, accept, on behalf of the public, the public utility easements and storm drainage easement offered thereon; and accept, subject to improvement, Lot A, and the rights of way offered thereon; and approve the abandonment of the easements as listed thereon. The Engineering Division has completed its review of the Creekview Phase 4 Village 6 and Village 8 final maps and found they are in compliance with the approved tentative maps. The Village 6 map will create 48 residential lots and 3 public landscape lots and the Village 8 map will create 32 residential lots and 1 public landscape lot. The actions requested have no fiscal impact on the City's General Fund.

CC #: 3485

File #: 0400-04-13-1 & 0400-07

CONTACT: Edward Winston 916-774-5432 ewinston@roseville.ca.us

7.10. Creekview Phase 4 Village 7 Subdivision - Final Map and Subdivision Agreement

Memo from Associate Engineer Jeff Hendrix and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 24-287 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Creekview Phase 4 - Village 7 final map and accept on behalf of the public, the public utility easements, and accept, subject to improvement, Lots A, B and C and the rights of way offered thereon. The Engineering Division has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 74 residential lots and 3 public landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 3486

File #: 0400-04-13-1 & 0400-07

CONTACT: Jeff Hendrix 916-774-5463 jhendrix@roseville.ca.us

7.11. Roseville Police Department Expansion Project - Professional Design Services Agreement

Memo from Project Supervisor Andre Baranov and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 24-290 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND 19SIX ARCHITECTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a professional design services agreement with 19Six Architects, Inc., for the design of the Police Department Expansion Project in the amount of \$1,351,350. Funds are available in the Police Department Facility Expansion, Design and Construction Project in the Public Facilities Fund. There will be increased facility maintenance costs in the General Fund associated with the project due to the increased parking and building area. The project intends to incorporate energy savings from shade canopies and may realize solar electrical production from photovoltaic panels.

CC #: 3490

File #: 0900-04

CONTACT: Andre Baranov 916-774-5342 ajbaranov@roseville.ca.us

7.12. Water, Wastewater, and Recycled Water Cost-of-Service / Rate Study – Professional Services Agreement

Memo from Environmental Utilities Business Analyst Joseph Barrow and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 24-297 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND RAFTELIS FINANCIAL CONSULTANTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a professional services agreement with Raftelis Financial Consultants, Inc. for a utility rate study for water, wastewater, and recycled water in the amount of \$91,560. Funding is from the available resources in the

Environmental Utilities Department's FY2024-25 annual budgets in the Water and Wastewater Operations Funds.

CC #: 3499

File #: 0203-09

CONTACT: Joseph Barrow 916-746-1732 jlbarrow@roseville.ca.us

7.13. Duke Davis Water Feature Renovation Project - Notice of Completion

Memo from Park Development Project Manager Kelly Appier and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 24-288 ACCEPTING THE PUBLIC WORK KNOWN AS DUKE DAVIS WATER FEATURE RENOVATION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PARKS, RECREATION AND LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Parks, Recreation & Libraries Department has made a final inspection of the Duke Davis Water Feature Renovation Project and has found that all contract work has been completed in accordance with the improvement plans and specifications. The project is now ready for acceptance. The renovation site is at the Davis "Duke" Park on Northpark Dr. The project replaced an existing water and sand play area with a new misting water feature. In accordance with City specifications, the contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of Completion. Funding of \$138,000 was approved using the North Roseville Community Facilities District No. 2 (Services District), Zone C. There will be no increase in maintenance costs and no General Fund impact.

CC #: 3487

File #: 0704-01

CONTACT: Kelly Appier 916-774-5927 ksappier@roseville.ca.us

7.14. RiverArc Project – Memorandum of Agreement Amendment

Memo from Environmental Utilities Assistant Director Sean Bigley and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 24-295 APPROVING AMENDMENT 1 TO AMENDED AND RESTATED MEMORANDUM OF AGREEMENT, BY AND BETWEEN THE CITY OF SACRAMENTO, SACRAMENTO COUNTY WATER AGENCY, AND PLACER COUNTY WATER AGENCY AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of Amendment 1 of the Amended and Restated Memorandum of Agreement for Planning and Design of the RiverArc Project to allow for Roseville's participation in the environmental review and project design of the RiverArc Project. By engaging in this phase of the RiverArc Project, this will provide Roseville with another regional water infrastructure project that could provide significant water reliability benefits in the future. Roseville's participation in this phase of the RiverArc Project requires two participation payments totaling \$944,277 to Placer County Water Agency. The required participation payments are included in the FY2024-25 budget and are planned for the FY2025-26 budget in the River Arc Project, which is funded through the Water Construction Fund, which

receives funding via water connection fees paid by developers and other parties that connect into the City's drinking water system. Any participation in future phases of the RiverArc Project, beyond what is included in this item, will come to the City Council for future consideration as separate items.

CC #: 3496

File #: 0800-02

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

7.15. California Greenhouse Gas Cap-and-Trade Program - 2025 Directly Allocated Allowance Allocation

Memo from Electric Business Analyst Long Zhang and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 24-293 APPROVING 100% OF THE ALLOCATION OF CITY'S 2025 GREENHOUSE GAS CAP-AND-TRADE PROGRAM ALLOWANCES. Staff requests Council approve 100% of the City's 2025 Greenhouse Gas (GHG) allowances to the Compliance account for future compliance obligations, with no allowances allocated to the Auction account. There is no direct fiscal impact associated with the GHG allowance allocation. The allowances, valued at approximately \$11 million, will be used to offset future GHG compliance costs.

CC #: 3493

File #: 0800-03

CONTACT: Long Zhang 916-774-5652 lzhang@roseville.ca.us

7.16. HOME Investment Partnerships Program - Revised Resolution

Memo from Housing Analyst Sara Thornton-Garcia and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 24-299 AUTHORIZING THE SUBMISSION OF THE HOME INVESTMENT PARTNERSHIPS PROGRAM APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, AND AUTHORIZING THE MAYOR TO EXECUTE IT AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE AND COMPLY WITH THE PROGRAM ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a revised resolution to allow the Mayor to execute documents required by the California State Department of Housing and Community Development to complete an application to use HOME Investment Partnerships Program funding in the amount of \$1,500,000 to support the rehabilitation of Sun Rose apartments, a Project Homekey permanent supportive housing site located in the City.

CC #: 3501

File #: 0709

CONTACT: Trisha Isom 916-746-1239 tisom@roseville.ca.us

Sara Thornton-Garcia 916-774-5295 srthornton@roseville.ca.us

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

7.17.C-63 Neighborhood Park – Budget Adjustment

Memo from Park Planning & Development Manager Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt ORDINANCE NO. 6850 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a budget adjustment in the amount of \$1,040,000 in the Creekview Neighborhood Park Fund for the C-63 Neighborhood Park Project, increasing the total project budget to \$1,200,000. The C-63 Neighborhood Park Project was established as a Capital Improvement Project in FY2023-24. Design and construction document preparation of the park site are underway. The recommended budget adjustment provides funding for the construction portion of the park in FY2024-25. Maintenance for the park will be funded by Creekview Community Facilities District No. 2 (Public Services). There will be no General Fund impact.

CC #: 3481

File #: 0704-01 & 0201-01

CONTACT: Tara Gee 915-774-5253 tgee@roseville.ca.us

7.18.Fire Station #3 Building Assessment Project - Capital Improvement Project Approval and Budget Adjustment

Memo from Project Coordinator Lori Crittenden and Public Works Director Jason Shykowski recommending the City Council adopt ORDINANCE NO. 6851 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council authorize the establishment of a new Capital Improvement Project, Fire Station #3 Building Assessment Project, and approve a budget adjustment for the Fire Station #3 Building Assessment. The budget adjustment of \$312,092 will be funded by the closure of the existing Fire Station #3 Dorm Room Improvements project. That project was originally funded by the Facility Rehabilitation Fund, which receives its funding from the General Fund. The budget adjustment will also release \$34,677 back to the General Fund. The building assessment will be conducted to determine current condition, accessibility issues, and long-term usability and will have no new impact to the Facility Rehabilitation Fund.

CC #: 3494

File #: 0900-04 & 0201-01

CONTACT: Lori Crittenden 916-774-5707 lcrittenden@roseville.ca.us

7.19.Public Safety 2023 Homeland Security Grant Program - Capital Improvement Projects Approval, Grant Awards, and Budget Adjustments

Memo from Battalion Chief Eric Sanchez and Fire Chief Rick Bartee recommending the City Council adopt RESOLUTION NO. 24-303 ACCEPTING A GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY; and adopt ORDINANCE NO. 6857 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND

DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and adopt RESOLUTION NO. 24-304 ACCEPTING A GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY; and adopt ORDINANCE NO. 6858 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Fire Department and Police Department staff request Council approve the establishment of two new Capital Improvement Projects, accept grants from the 2023 Department of Homeland Security, and approve two budget adjustments. The funds will be used to purchase a \$68,065 Raman chemical detector and \$10,000 to replace a railcar emergency response kit for the Fire Department's Type I Hazardous Materials Team. The Roseville Police Department was awarded a total of \$46,480 to purchase \$5,490 in magnified optics equipment for the Rapid Containment Team, \$2,990 in tactical medicine training for the Tactical Medicine Program, and \$38,000 in night vision/virtual reality equipment for Special Weapons And Tactics team members. The total cost is estimated to be \$124,545 and will be reimbursed through an equivalent grant award with no City share of the costs. Maintenance costs for the new equipment are expected to be equivalent to the maintenance costs of the equipment being replaced and is included in the departments' existing budgets in the General Fund. There is no net effect on the General Fund. Both departments will continue to seek grants to replace this type of equipment as technology improves and the equipment reaches its end of life.

CC #: 3506

File #: 0323 & 0324 & 0214 & 0201-01

CONTACT: Eric Sanchez 916-774-5400 esanchez@roseville.ca.us

7.20.Citywide East Site Radio Communications Tower Project - Award of Contract and Budget Adjustment

Memo from Public Works Project Supervisor Andre Baranov, Information Technology Program Manager Karl Grover, Chief Information Officer Hong Sae, and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 24-302 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SLC, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6856 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve award of the East Site Construction agreement for the Citywide East Site Radio Communications Tower project, and authorize the City Manager to approve a 15% contingency to cover costs of unanticipated changed to scope or schedule and ensure successful completion of the project. Staff also requests Council approve a budget adjustment in the amount of \$1,287,594 to provide adequate funding to pay for all costs including equipment and services in addition to site construction. Funding for the project was approved in 2015 using multiple funding sources including the Strategic Improvement Fund, Information Technology Replacement Fund, and the Public Facilities Fund. The total cost of the project is anticipated to be \$2,965,306 so the budget adjustment will address the gap in funding from the current project budget of

\$1,677,712. Once the project is complete, the ongoing site maintenance will be included in the annual Information Technology Operations Fund budget.

CC #: 3505

File #: 0800-05

CONTACT: Karl Grover 916-774-5145 kgrover@roseville.ca.us

7.21. Staffing Changes

Memo from Human Resource Manager Macy Dippert and Human Resource Director Stacey Peterson recommending the City Council adopt ORDINANCE NO. 6854 AMENDING ORDINANCE NO. 6840, THE SALARY ORDINANCE FOR SEASONAL/TEMPORARY EMPLOYEES, AS AMENDED BY APPENDIX "V" TO BE EFFECTIVE AUGUST 24, 2024, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 6855 AMENDING ORDINANCE NO. 6842, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "E" TO BE EFFECTIVE AUGUST 24, 2024, AS AN URGENCY MEASURE. As part of an ongoing assessment of the appropriate staffing levels to provide a high level of service to the community, staff recommends that the City Council approve the Temporary salary schedule reflecting the reclassification of an Aqua Fitness Instructor I/II to Aqua Fitness Instructor classification to remove the levels. Also recommended are updates to the Management A & B salary schedules reflecting the reclassification of the Utility Billing Operations Manager to Customer Care Manager and Electric Customer Programs Supervisor to Electric Customer Programs and Public Affairs Supervisor classifications. Staff also recommend updates to the city allocation schedule that includes the addition of one (1) Assistant/Associate Electric Analyst position, reclassification of three (3) positions, including reclassifying an Engineering Technician to Senior Engineering Technician, Utility Billing Operations Manager to a new Customer Care Manager, and Electric Customer Programs Supervisor to Electric Customer Programs and Public Affairs Supervisor; and deletion of one (1) Meter Reader position. For the remainder of FY2024-25, the financial impact of the recommendations to the Electric, Water Operations, Wastewater Operations, and Waste Services Funds is \$41,999. All net cost increases can be absorbed in existing appropriations, so no budget adjustments are requested at this time.

CC #: 3503

File #: 0601-01

CONTACT: Macy Dippert 916-774-5215 mdippert@roseville.ca.us

7.22. Sierra Vista Parcel Acquisition Project - Community Development Block Grant Loan Agreement and Budget Adjustment

Memo from Housing Analyst Kristine Faelz and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 24-300 APPROVING A LOAN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND GREEK ORTHODOX HOUSING CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT, THE PROMISSORY NOTE, DEED OF TRUST AND ANY DOCUMENTS NECESSARY TO FUND AND ISSUE THE COMMUNITY DEVELOPMENT BLOCK GRANT LOAN, ON BEHALF OF THE CITY OF ROSEVILLE; and ORDINANCE NO. 6353 AUTHORIZING CERTAIN AMENDMENTS TO THE

FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a Community Development Block Grant loan agreement between the City and Greek Orthodox Housing Corporation and authorizing the City Manager to execute necessary documents on behalf of the City to fund the Sierra Vista Parcel Acquisition project for affordable housing development. Staff also requests Council adopt an ordinance approving a budget adjustment to increase the Grants Deferred Loans expenditure budget in the Community Development Block Grant fund by \$571,850. No General Fund resources will be used in the funding of this project.

CC #: 3502

File #: 0709-03 & 0201-01

CONTACT: Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us

Claudia Carreno 916-774-5476 ccarreno@roseville.ca.us

Staff requested item be dropped from the Consent Calendar to be relisted on a future agenda.

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. State Ballot Measure - Proposition 36: The Drug and Theft Crime Penalties and Treatment-Mandated Felonies Initiative

Memo from Government Relations Administrator Mark Wolinski and Deputy City Manager Megan Scheid recommending the City Council adopt RESOLUTION NO. 24-301 SUPPORTING STATE BALLOT MEASURE PROPOSITION 36 – THE DRUG AND THEFT CRIME PENALTIES AND TREATMENT-MANDATED FELONIES. Staff is providing an overview on Proposition 36 – The Drug and Theft Crime Penalties and Treatment-Mandated Felonies Initiative that has qualified for the November 2024 ballot. The costs of these activities are contained within the City's current budget.

CC #: 3504

File #: 0114

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

Government Relations Administrator Mark Wolinski made the presentation to the City Council.

No public comment received.

Motion by Tracy Mendonsa, seconded by Pauline Roccucci, to adopt RESOLUTION NO. 24-301 SUPPORTING STATE BALLOT MEASURE PROPOSITION 36 - THE DRUG AND THEFT CRIME PENALTIES AND TREATMENT MANDATED FELONIES. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Grants Advisory Commission - Policy Manual Updates and Direction on Voting Status of Youth Commissioner

Memo from Management Analyst Tobi Thomas and Deputy City Manager Megan Scheid recommending the City Council adopt RESOLUTION NO. 24-294 APPROVING REVISIONS TO THE CITIZENS' BENEFIT FUND POLICY MANUAL. Staff requests Council approve the Youth Commissioner to become a voting member of the Grants Advisory Commission (GAC) and approve the GAC recommendations to update the Citizens' Benefit Fund Policy Manual regarding eligibility of applicants. There is no fiscal impact associated with this report.

CC #: 3495

File #: 0103-34-02

CONTACT: Tobi Thomas 916-746-1368 tthomas@roseville.ca.us

Management Analyst Tobi Thomas made the presentation to the City Council.

Current Grants Advisory Youth Commissioner, Bea Unidad, spoke in support of the item.

Motion by Krista Bernasconi, seconded by Pauline Roccucci, to adopt RESOLUTION NO. 24-294 APPROVING REVISIONS TO THE CITIZENS' BENEFIT FUND POLICY MANUAL. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

9.2. Council Discretionary Funds - Latino Leadership Council

Memo from Executive Assistant Heather Blanco and City Clerk Carmen Avalos requesting the City Council consider a request for \$1,500 from Council Discretionary Funds for the Latino Leadership Council for their 10th Annual Forum on September 11, 2024. This year's theme is "Celebrating 10 Years of Bringing our Communities Together: Latinos Thrive when Partnerships Work". The balance remaining in the Council's Discretionary Funds for FY2024-25 after rolling over unspent funds from last fiscal year is \$18,321.

CC #: 3483

File #: 0102

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

City Clerk Carmen Avalos made the presentation to the City Council.

No public comment received.

Motion by Krista Bernasconi, seconded by Tracy Mendonsa, to

approve sponsorship for the Latino Leadership Council's 10th Annual Forum in the amount of \$500.00. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

9.3. Council Discretionary Funds - The Gathering Inn

Memo from Executive Assistant Heather Blanco and City Clerk Carmen Avalos requesting the City Council consider a request for sponsorship from Council Discretionary Funds for The Gathering Inn's annual Gathering for Hope 2024 event taking place at the Rocklin Event Center on November 15, 2024.

CC #: 3498

File #: 0102

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

City Clerk Carmen Avalos made the presentation to the City Council.

The Gathering Inn Chief Philanthropy Officer Darlene Cullivan spoke in support of the item.

Motion by Krista Bernasconi, seconded by Tracy Mendonsa, to approve sponsorship for The Gathering Inn's annual Gathering for Hope 2024 event in the amount of \$3,000.00. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

9.4. General Municipal Election November 5, 2024 - Consideration and Direction on Elections and/or Appointments for Vacancies in Districts 1 and 3

Memo from City Clerk Carmen Avalos recommending the City Council receive the Certification of Facts that there are not more candidates than offices to be filled; and either adopt RESOLUTION NO. 24-305 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, PROVIDING FOR THE APPOINTMENT TO THE OFFICES OF MEMBERS OF THE CITY COUNCIL, DISTRICT 1 AND DISTRICT 3, THAT WERE TO BE ELECTED ON TUESDAY, NOVEMBER 5, 2024, AND CANCELING THE ELECTION FOR DISTRICTS 1 AND 3 or provide other direction pursuant to California Elections Code Section 10229.

CC #: 3509

File #: 0502-01

CONTACT: Carmen Avalos 916-774-5269 cavalos@roseville.ca.us

City Clerk Carmen Avalos made the presentation to the City Council.

No public comment received.

Motion by Pauline Roccucci, seconded by Krista Bernasconi, to approve the Certification of Facts that there are not more candidates than offices to be filled for District 1 and District 3. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

Councilmember Tracy Mendonsa left the dais.

City Clerk Carmen Avalos made the presentation to the City Council.

No public comment received.

Motion by Pauline Roccucci, seconded by Krista Bernasconi, to appoint Tracy Mendonsa to District 1. The Motion Passed.

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

Absent: Mendonsa

Councilmember Tracy Mendonsa returned to the dais.

Mayor Bruce Houdesheldt left the dais.

City Clerk Carmen Avalos made the presentation to the City Council.

Motion by Tracy Mendonsa, seconded by Scott Alvord, to appoint Bruce Houdesheldt to District 3. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Mendonsa, Roccucci

Absent: Houdesheldt

Mayor Bruce Houdesheldt returned to the dais.

City Clerk Carmen Avalos made the presentation to the City Council.

No public comment received.

Motion by Pauline Roccucci, seconded by Krista Bernasconi, to adopt RESOLUTION NO. 24-305 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, PROVIDING FOR THE APPOINTMENT TO THE OFFICES OF MEMBERS OF THE CITY COUNCIL, DISTRICT 1 AND DISTRICT 3, THAT WERE TO BE ELECTED FOR DISTRICT 1 AND 3 with Councilmember Tracy Mendonsa recused from voting on District 1 and Mayor Bruce Houdesheldt recused from voting on District 3. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

10. PUBLIC HEARING

10.1. Roseville Municipal Code - Regional Sewer Connection Fee Adjustments

Memo from Environmental Utilities Business Services Manager Shane Whittington and Environmental Utilities Director Richard Plecker recommending the City Council introduce for first reading an ORDINANCE AMENDING SECTION 14.16.080 OF CHAPTER 14.16 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING REGIONAL SEWER CONNECTION FEE. Staff requests Council conduct a public hearing to receive public comment regarding proposed regional sewer connection fee adjustments. The proposed changes are to update the municipal code to reflect the reduced regional sewer connection fee from \$9,852 (after inflation adjustments) per sewer unit to \$9,802 per sewer unit for new connections to the wastewater system. This would make the Municipal Code consistent with the recommendation in the Regional Wastewater Capacity Fee Study conducted by IB Consultants LLC and approved by the South Placer Wastewater Authority (SPWA) Board on June 27, 2024, via Resolution No. 2024-15. While SPWA is responsible to reevaluate and recommend the minimum Regional Connection Fee not less than once every five years, it is the City's responsibility to enact and enforce the minimum Regional Connection Fee.

CC #: 3507

File #: 0800-02

CONTACT: Shane Whittington 916-774-5557 slwhittington@roseville.ca.us

Mayor Bruce Houdesheldt opened the public hearing at 6:55 p.m.

Assistant Environmental Utilities Director Sean Bigley introduced Environmental Utilities Business Services Manager Shane Whittington, who made the presentation to the City Council.

No public comment received.

Mayor Bruce Houdesheldt closed the public hearing at 7:02 p.m.

Motion by Scott Alvord, seconded by Pauline Roccucci, to introduce for first reading an ORDINANCE AMENDING SECTION 14.16.080 OF CHAPTER 14.16 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING REGIONAL SEWER CONNECTION FEE. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

11. COUNCIL REPORTS / PUBLIC COMMENTS

No public comment received.

City Manager Dominick Casey announced campaign sign FAQ's can be found on

the City's website.

Councilmember Scott Alvord reported on various community activities.

Vice Mayor Krista Bernasconi reported on various community activities.

Northern California Power Agency Meeting - Councilmember Pauline Roccucci reported on attendance.

Councilmember Pauline Roccucci reported on various community activities.

Councilmember Tracy Mendonsa reported on various community activities.

Mayor Bruce Houdesheldt reported on various community activities.

Sacramento Area Council of Governments Meeting - Mayor Bruce Houdesheldt reported on attendance.

12. ADJOURNMENT

Mayor Bruce Houdesheldt adjourned the meeting at 7:25 p.m.



COUNCIL COMMUNICATION

CC #: 3518
File #: 0203-09

Title: Programmable Logic Controller Rehabilitation Project - Contract Purchase Agreement Amendment
Contact: Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

Meeting Date: 9/4/2024
Item #: 6.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager or his designee to execute Amendment No. 1 to the Contract Purchase Agreement (CPA 3001056) with Telstar Instruments to add \$33,650.55 to the agreement amount, for a total amount of \$1,933,650.55, to cover completion of Programmable Logic Controller replacement, testing, panel installation/fabrication, programming integration, and engineering at the Barton Road Water Treatment Plant (BRWTP).

BACKGROUND

The Environmental Utilities Department (EUD) operates and maintains a 100MGD water treatment plant. This facility utilizes (18) Allen Bradley SLC 5/05 Programmable Logic Controllers (PLCs) that are at the end of life and need to be replaced. These controllers are critical to the operation of the plant and necessary for water treatment.

The EUD released Request for Proposals No. 08-076 Allen Bradley PLC Replacement Project to solicit proposals for PLC replacement, testing, panel installation/fabrication, programming integration and engineering. Qualified vendors were evaluated on overall proposals, cost, qualifications, and experience. Telstar Instruments was ranked first in overall scoring.

The original contract was \$1,900,000 and, after some mandatory additions to the scope of work by City staff, the total cost to complete the project is \$1,933,650.55.

FISCAL IMPACT

The cost of this amendment is \$33,650.55. Funding for this amendment will be provided from the EUD Water Treatment Plant Program Logic Controller Update Project for BRWTP in the Water Rehabilitation Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects, which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)). Telstar Instruments Allen Bradley PLC replacement does not include the potential for a significant environmental effect, and therefore is not subject to the CEQA.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Blaine Wiegel, Preventative Maintenance Coordinator

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-312

Contract Purchase Agreement

RESOLUTION NO. 24-312

APPROVING CONTRACT PURCHASE AGREEMENT AMENDMENT NO. 1, BY AND
BETWEEN THE CITY OF ROSEVILLE AND TELSTAR INSTRUMENTS, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Contract Purchase Agreement Amendment No. 1 (3001056) for additional punchlist work for the Programmable Logic Controller Rehabilitation Project at the Barton Road Water Treatment Plant, between the City of Roseville and Telstar Instruments, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said amendment is approved and 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



Contract Purchase Agreement 3001056

Supplier Details:

Company Telstar Instruments
Contact Adam Kersten
Address 1717 Solano Way Unit 34

Concord, CA 94520

Submit your response to:

Company City of Roseville
Contact Erica Kaminski
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1108
Fax (916) 746-1115
E-mail enkaminski@roseville.ca.us

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

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

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

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

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

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

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

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3001056

Agreement	3001056
Agreement Date	29-JAN-2021
Change Order	2
Change Order Date	08-JUL-2024
Revision	1
Agreement Amount	1,933,650.55 USD

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

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

Supplier **Telstar Instruments**
1717 Solano Way Unit 34

Concord, CA 94520

Phone: ()
Fax: ()
Email: akersten@telstarinc.com

Description of Labor, equipment and/or materials Amendment #1
Contract Purchase Agreement 3001056 ("Agreement"), which was executed on 3/17/21, is hereby modified as follows:

The total cost of service payable under this Agreement is modified from \$1,900,000.00 to \$1,933,650.55. The purpose of this modification is to provide additional dollars to complete the remaining project punch list items in accordance with the attached Telstar Instruments "Prime Contract Change Order #001: CE #001- Punchlist work" dated 6/21/24 and "My Punch List Items" dated 6/27/24.

Please Blaine Wiegel in the Environmental Utilities Department at (916) 746-1833 or bwiegel@roseville.ca.us for any questions regarding this agreement.

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

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
11512	Net 30	Freight on Board at the destination	Destination	Best Method	
Start Date	End Date	Confirm To	Erica Kaminski Phone 1-916-746-1108		

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

Supplier	
Signature:	
Print Name:	Kyle A. Johnsen
Title:	Vice President

Supplier	
Signature:	
Print Name:	Benjamin R. Herston
Title:	Treasurer

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



PCCO #001

Telstar Instruments
1717 Solano Way, Unit 34
Concord, California 94520
Phone: (925) 671-2888

Project: 30-37467 - ROSEVILLE/AB PLC REPL RFP
9595 BARTON ROAD
GRANITE BAY, California 95746

Prime Contract Change Order #001: CE #001 - Punchlist work

TO:	ROSEVILLE, CITY OF 311 VERNON ST ROSEVILLE, California 95678	FROM:	TELSTAR INSTRUMENTS 4017 Vista Park Court Sacramento, California 95834
DATE CREATED:	6/21/2024	CREATED BY:	Adam Kersten (TELSTAR INSTRUMENTS)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:	Adam Kersten (TELSTAR INSTRUMENTS)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:	5 days	EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	30-37467:	TOTAL AMOUNT:	\$33,650.55

DESCRIPTION:

CE #001 - Punchlist work

This Change Order covers the remaining items for the cutovers.
Including the punch list work and added scope from the City of Roseville.

This is priced as a Lump Sum NTE.

The Scope of this Change Order is attached for reference.

Also, extra work was performed during the April billing cycle, which was added to this scope.

ATTACHMENTS:

[ROSEVILLE_AB_PLC_REPL_RFP-punch_list \(3\).pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
001	CE #001 - Punchlist work	5 days	\$33,650.55
Total:			\$33,650.55

CHANGE ORDER LINE ITEMS:

PCO # 001: CE #001 - Punchlist work

#	Budget Code	Description	Amount
1	CE01.04-200.S CHANGE EVENT 01.PROG: Non-Labor.Subcontract	EMA PROGRAMMING	\$9,000.00
2	CE01.01-102.L CHANGE EVENT 01.ELEC: Journeyman.Labor	JOURNEYMAN LABOR	\$6,600.00
3	CE01.03-100.L CHANGE EVENT 01.ENGIN: Engineer.Labor	ENGINEERING LABOR	\$3,280.00
4	CE01.07-100.L CHANGE EVENT 01.PM: Project Manager.Labor	PROJECT MANAGER LABOR	\$4,000.00
5	CE01.01-200.M CHANGE EVENT 01.ELEC: Non-Labor.Materials	MISC MATERIAL	\$500.00



PCCO #001

#	Budget Code	Description	Amount
6	CE01.01-200.O CHANGE EVENT 01.ELEC: Non-Labor.Other	April Telstar Invoice	\$10,270.55
Grand Total:			\$33,650.55

The original (Contract Sum)	\$1,900,000.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$1,900,000.00
The contract sum would be changed by this Change Order in the amount of	\$33,650.55
The new contract sum including this Change Order will be	\$1,933,650.55
The contract time will be increased by this Change Order by 5 days.	

ROSEVILLE, CITY OF
311 VERNON ST
ROSEVILLE, California 95678

TELSTAR INSTRUMENTS
4017 Vista Park Court
Sacramento, California 95834

 7/6/2024
SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



Telstar Instruments

My Punch List Items

17 Items

#	Title	Type	Description	Assignee Company	Assignee Name	Assignee Response	Punch Item Manager	Final Approver	Ball In Court	Closed By	Closed Date	Status	Creator	Date Created	Due Date	Location	Trade	Reference	Priority
3	PLC-03		Look for missing wire labels Install wire way cover if not there.				Adam Kersten	Adam Kersten	Adam Kersten (TELSTAR INSTRUMENTS)			Initiated	Adam Kersten	04/12/2024	04/15/2024	Phase-4 Filters>PLC-03 FILTERS 1_2	1- Electrical		Low
4	PLC-04		Look for missing wiring labels Secure hanging wire Install wire way cover if not there.				Adam Kersten	Adam Kersten	Adam Kersten (TELSTAR INSTRUMENTS)			Initiated	Adam Kersten	04/12/2024	04/15/2024	Phase-4 Filters>PLC-04 FILTERS 3_4	1- Electrical		Low
5	PLC-05		Look for missing wiring labels Secure hanging wire Install wire way cover if not there.				Adam Kersten	Adam Kersten	Adam Kersten (TELSTAR INSTRUMENTS)			Initiated	Adam Kersten	04/12/2024	04/15/2024	Phase-4 Filters>PLC-05 FILTERS 5_6	1- Electrical		Low
6	PLC-06		Look for missing wiring labels Secure hanging cat 6 cable Install wire way cover if not there.				Adam Kersten	Adam Kersten	Adam Kersten (TELSTAR INSTRUMENTS)			Initiated	Adam Kersten	04/12/2024	04/15/2024	Phase-4 Filters>PLC-06 FILTERS 7_8	1- Electrical		
7	PLC-07		Look for missing wiring labels Secure hanging cat 6 cable Install wire way cover if not there.				Adam Kersten	Adam Kersten	Adam Kersten (TELSTAR INSTRUMENTS)			Initiated	Adam Kersten	04/12/2024	04/15/2024	Phase-3 Chemicals>PLC-07 CHEMICAL FEED	1- Electrical		Low
8	PLC-8		Install missing wire labels. Install wire way cover if not there. Install temperature transmitter Place as-built drawings in panel				Adam Kersten	Adam Kersten	Adam Kersten (TELSTAR INSTRUMENTS)			Initiated	Adam Kersten	05/10/2024	05/13/2024	Phase-1 Floc Basins & BW Water Reclaim>PLC-10	1- Electrical		
9	PLC-9		Look for missing wiring labels Install wire way cover if not there.				Adam Kersten	Adam Kersten	Adam Kersten (TELSTAR INSTRUMENTS)			Initiated	Adam Kersten	05/10/2024	05/13/2024	Phase-1 Floc Basins & BW Water Reclaim>PLC-11	1- Electrical		
10	PLC-10		Look for missing wiring labels Install wire way cover if not there.				Adam Kersten	Adam Kersten	Adam Kersten (TELSTAR INSTRUMENTS)			Initiated	Adam Kersten	05/10/2024	05/13/2024	Phase-2 Solids>PLC-12	1- Electrical		
11	PLC-11		Look for missing wire labels Install wire way cover if not there. Install temperature transmitter				Adam Kersten	Adam Kersten	Adam Kersten (TELSTAR INSTRUMENTS)			Initiated	Adam Kersten	05/10/2024	05/13/2024	Phase-4 Filters>PLC-14 CLEARWELL	1- Electrical		
12	PLC-12		Look for missing wire labels Install wire way cover if not there.				Adam Kersten	Adam Kersten	Adam Kersten (TELSTAR INSTRUMENTS)			Initiated	Adam Kersten	05/10/2024	05/13/2024	Phase-2 Solids>PLC-13	1- Electrical		
13	PLC-13		Look for missing wire labels Install wire way cover if not there. Secure hanging wire				Adam Kersten	Adam Kersten	Adam Kersten (TELSTAR INSTRUMENTS)			Initiated	Adam Kersten	05/10/2024	05/13/2024	Phase-4 Filters>PLC-01 MAIN	1- Electrical		
14	PLC-14		Look for missing wire labels Install wire way cover if not there. Install temperature transmitter Manage hanging wire				Adam Kersten	Adam Kersten	Adam Kersten (TELSTAR INSTRUMENTS)			Initiated	Adam Kersten	05/10/2024	05/13/2024	Phase-1 Floc Basins & BW Water Reclaim>PLC-15	1- Electrical		
1	PLC-01		Place as-built drawings in panel				Adam Kersten	Adam Kersten	Adam Kersten (TELSTAR INSTRUMENTS)			Initiated	Adam Kersten	05/23/2024	05/26/2024	Phase-2 Solids>Centrifuges	1- Electrical		
15	PLC-15		Install missing wire labels. Place as-built drawings in panel				Adam Kersten	Adam Kersten	Adam Kersten (TELSTAR INSTRUMENTS)			Initiated	Adam Kersten	06/27/2024	06/30/2024	Phase-2 Solids>Centrifuges	1- Electrical		
16	PLC-16/PLC-17		Clean up and secure hanging wires Install missing wire labels. Secure wires to doors. Place as-built drawings in panel				Adam Kersten	Adam Kersten	Adam Kersten (TELSTAR INSTRUMENTS)			Initiated	Adam Kersten	06/27/2024	06/30/2024	Phase-2 Solids>Centrifuges	1- Electrical		
17	VFD-5		Troubleshoot VFD fault on Basin 2 Place as-built drawings in panel				Adam Kersten	Adam Kersten	Adam Kersten (TELSTAR INSTRUMENTS)			Initiated	Adam Kersten	06/27/2024	06/30/2024	Phase-2 Solids>Centrifuges	1- Electrical		
18	General Items		Re-assign IO on PLC-6 filters Place smart bucket as-built drawings in MCC panels				Adam Kersten	Adam Kersten	Adam Kersten (TELSTAR INSTRUMENTS)			Initiated	Adam Kersten	06/27/2024	06/30/2024	Phase-2 Solids>Centrifuges	1- Electrical		



Telstar Instruments

Printed on Thu Jun 27, 2024 at 02:15 pm PDT
Job #: 30-37467 ROSEVILLE/AB PLC REPL RFP
9595 BARTON ROAD
GRANITE BAY, California 95746

#	Title	Type	Description	Assignee Company	Assignee Name	Assignee Response	Punch Item Manager	Final Approver	Ball In Court	Closed By	Date Closed	Status	Creator	Date Created	Due Date	Location	Trade	Reference	Priority
			Place as-built drawings in MCC panels																
			Place as-built drawings in VFD panels																

</tbody></table>



COUNCIL COMMUNICATION

CC #: 3515
File #: 0203-06

Title: Enterprise Asset Management Consulting Services - Sole Source Contract
Purchase Agreement

Contact: Alex Vergara 916-746-1168 ajvergara@roseville.ca.us

Meeting Date: 9/4/2024
Item #: 6.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a one-year contract purchase agreement with Sixty Seven Solutions, Inc. for operational support of the City's Enterprise Asset Management (EAM) system.

BACKGROUND

The City's Enterprise Asset Management (EAM) system provides asset tracking and work orders for critical citywide assets and provides extensive reporting for management and regulatory compliance for over \$2 billion worth of City assets. EAM is used by the City's utilities departments, as well as other City departments, and has been integrated with other critical systems like Automated Metering Infrastructure (AMI), and utility billing. The EAM work order system is currently being integrated into the new Customer Relationship Management (CRM) system and will act as the central work order database for the City. The EAM System will continue to integrate into existing Cayenta Utility Billing CIS-Customer Information System, Geographic Information System (GIS), and Oracle Cloud Enterprise Resource Planning (ERP) Program.

The recommended contract is a sole source procurement because Sixty Seven Solutions is a critical member of the City's team that implemented the Maximo EAM software. The expertise and institutional knowledge of this consultant is critical for operational support and successful integrations with other City systems.

FISCAL IMPACT

The contract purchase agreement is not to exceed the amount of \$250,000 over the one-year period. Funding is included in the charges to City operating departments collected by the Information Technology Operations Fund in the FY2024-25 budget, and will be included in IT's FY2025-26 budget request.

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. An agreement for consulting services meets the above criteria and is not subject to CEQA. No additional environmental review is required.

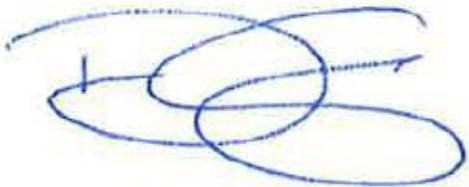
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F – Invest in well-planned infrastructure and growth

Respectfully Submitted,

Alex Vergara, Information Technology Program Manager

Hong Sae, Chief Information Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-310

Signed CPA

RESOLUTION NO. 24-310

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

WHEREAS, contract purchase agreement (3004130) for Enterprise Asset Management consulting services, by and between the City of Roseville and Sixty Seven Solutions, Inc., has been reviewed by the City Council; and

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 _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3004130

Supplier Details:

Company Sixty Seven Solutions Inc
Contact Kevin Wiley
Address 6940 Country Ct

Granite Bay, CA 95746

Submit your response to:

Company City of Roseville
Contact Erica Kaminski
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1108
Fax (916) 746-1115
E-mail enkaminski@roseville.ca.us

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

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

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

Sole proprietorship - **By owner**
Partnership - **Any general partner**
Corporation - **Two options:**

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

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

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

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3004130

Agreement	3004130
Agreement Date	23-AUG-2024
Revision	0
Agreement Amount	250,000.00 USD

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

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

Supplier **Sixty Seven Solutions Inc**
6940 Country Ct

Granite Bay, CA 95746

Phone: ()
Fax: ()
Email: kevinmwiley@gmail.com

Description of Labor, equipment and/or materials: VENDOR SHALL PROVIDE OPERATIONAL SUPPORT, ADMINISTRATION AND IMPLEMENTATION OF THE CITY'S ENTERPRISE ASSET MANAGEMENT SYSTEMS ON AN AS-NEEDED BASIS AS DIRECTED BY THE CITY OF ROSEVILLE ENTERPRISE ASSET MANAGEMENT TEAM IN ACCORDANCE WITH THE ATTACHED SIXTY SEVEN SOLUTIONS, INC. SCOPE OF SERVICES. ALL WORK MUST BE QUOTED AND APPROVED IN ADVANCE BY ALEX VERGARA.

PLEASE CONTACT ALEX VERGARA AT AJVERGARA@ROSEVILLE.CA.US OR TYLER ADAMS AT TADAMS@ROSEVILLE.CA.US FOR ANY QUESTIONS REGARDING THIS AGREEMENT.

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

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	12942	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
01-Oct-2024	30-Sep-2025	Erica Kaminski Phone 1-916-746-1108			

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

Contract Purchase Agreement 3004130

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>. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
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

Contract Purchase Agreement 3004130

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 thirty (30) 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 work 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

Contract Purchase Agreement 3004130

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.

Contract Purchase Agreement 3004130

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.
27. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
28. Consultant certifies that Consultant, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency.
29. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than \$250 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.
30. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
31. CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f)

Contract Purchase Agreement 3004130

CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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. n/a

Contractor License No. n/a

DIR Registration No. n/a

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 3/21/24 JS

Contract Purchase Agreement 3004130

**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
Cyber Liability:
\$1 Million/occurrence

Hazardous Materials: _____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____

No auto required
No workers' comp required

Professional Counseling/ Psychological: _____

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

Contract Purchase Agreement 3004130

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

Contract Purchase Agreement 3004130

Supplier

DocuSigned by:
Signature: KEVIN WILEY
27FDC8D29B96400...
Print Name: KEVIN WILEY
Title: President
Date: 8/23/2024

Supplier

DocuSigned by:
Signature: KEVIN WILEY
27FDC8D29B96400...
Print Name: KEVIN WILEY
Title: Secretary
Date: 8/23/2024

City of Roseville, A Municipal Corporation

Signature: _____
Print Name: **Dominick Casey**
Title: **City Manager**
Date: _____

DocuSign Envelope ID: 4749B558-6FCA-43A5-91D4-B595639FE9FA



April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
Shannon Wiest
A3035660A19747F...

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

SIXTY SEVEN SOLUTIONS

6940 COUNTRY CT, GRANITE BAY, CA 95746

(916) 539-0865



CITY OF ROSEVILLE EAM SUPPORT

Scope of Services

Provide operational support, administration and implementations of the city's Enterprise Asset Management systems as directed by the City of Roseville (COR) Enterprise Asset Management Project Management Team (PM Team) for the term of October 1st, 2024 to September 30th, 2025. Systems are defined as all production and non-production hosted and maintained within the city's IT network infrastructure. Specific scope as follows:

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

Compensation

Sixty Seven Solutions, Inc. will be compensated at a rate of \$128 per labor hour. EAM Support not to exceed 1953 hours or \$250,000 in invoiced hours. An invoice of services will be submitted by Sixty Seven Solutions for the prior month's services. Payment of services will be due within 30 calendar days of the invoice date.



COUNCIL COMMUNICATION

CC #: 3525
File #: 0800-03

Title: Advanced Metering Infrastructure Meters - Sole Source Purchase Order
Contact: Tom Pontes 916-774-5550 tpontes@roseville.ca.us

Meeting Date: 9/4/2024
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve a sole source purchase order with Itron, Inc. to provide AMI meters for Roseville Electric Utility.

BACKGROUND

Roseville Electric Utility (REU) is committed to providing efficient and reliable service to our customers. A key component of this commitment is the standardization of our residential and commercial electric Advanced Metering Infrastructure (AMI) meters with Itron. Following a thorough selection process, REU chose Itron as the sole distributor for electric AMI meters. These meters require specific programming for different customer load types, and this programming relies on proprietary Itron software that REU currently operates.

The advantage of Itron's solution goes beyond standardization. Their meters and AMI network equipment are custom-built for Roseville Electric Utility, ensuring seamless compatibility with our existing infrastructure. This includes our headend data collection system, Meter Data Management (MDM), Customer Information System (CIS), and Billing systems. This compatibility translates into streamlined operations and, ultimately, better service for our customers. By continuing our standardization with Itron, we ensure ongoing operational efficiency and a reliable foundation for future advancements in our metering system.

FISCAL IMPACT

Funding is included in the Electric Department's FY2024-25 budget in the Electric Fund, and costs will not exceed \$555,773.75.

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, or is otherwise not considered a project as defined by CEQA Status §21065 and CEQA State Guidelines §15060(c)

(3) and §15378. Approval of a purchase order meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Goal E - Deliver exceptional city services

Respectfully Submitted,

Tom Pontes, Assistant Electric Utility Director

Dan Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ittron Quote



Electric / Gas / Water

Information collection, analysis and application

Pricing Summary for

2111 N Molter Road
 Liberty Lake, WA, 99019-9469
 fax: 866-787-6910
www.itron.com

City of Roseville, California
 Account Payable 311 Vernon Street
 Roseville, CA 95678-2649

For: City of Roseville, California

Quote Number: Q-00005611
 Presented on: 07/17/2024
 Valid until: 09/15/2024

Line	Item Number	Description	Qty	UOM	Unit Price	Extended Price
Hardware						
1.	ERC017	OpenWay Riva CENTRON® Meter C2SRD Form 1S, CL200, 120V with remote disconnect (Custpart # 6790528)	4	Each	\$143.65	\$574.60
2.	ERC018	OpenWay Riva CENTRON® Meter C2SRD Form 2S, CL200, 240V with remote disconnect (Custpart # 6790524)	1,970	Each	\$132.40	\$260,828.00
3.	ERC014	OpenWay Riva CENTRON® Meter C2SR Form 2S CL320, 240V (Custpart # 6790526)	32	Each	\$255.50	\$8,176.00
4.	ERC019	OpenWay Riva CENTRON® Meter CN2SRD Form 12S, CL200, 120V with remote disconnect (Custpart # 6790527)	1,181	Each	\$168.45	\$198,939.45
5.	ERCP058	OpenWay Riva CENTRON® Polyphase Meter CP3SRA for HW4.1 Form 16S(14S, 15S, 17S), CL200, 120V-277V/120-480V, Demand Reset (Custpart # 6790543)	146	Each	\$281.47	\$41,094.62
6.	ERCP053	OpenWay Riva CENTRON® Polyphase Meter CP3SRA for HW4.1 Form 4S, CL20, 120V-277V/120-480V, Demand Reset (Custpart # 6790544)	74	Each	\$281.47	\$20,828.78
7.	ERCP055	OpenWay Riva CENTRON® Polyphase Meter CP3SRA for HW4.1 Form 9S/36S, CL20, 120V-277V/120-480V, Demand Reset (Custpart # 6790545)	90	Each	\$281.47	\$25,332.30

Quote Total**\$555,773.75****ESTIMATED TAXES (NOT INCLUDED IN ABOVE TOTAL) – 7.75% RATE****\$43,072.47**



Electric / Gas / Water

Information collection, analysis and application

Notes and Assumptions

1. Pricing is based on existing agreements or Itron's standard terms and conditions.
2. Prices are in USD.
3. Freight is included. Itron will make arrangements with its carrier to deliver equipment to Customer's location at Itron's expense.
4. Itron offers a standard 3-year warranty from the date of manufacture for all electricity solid-state metering products.



March 26, 2024

RE: Sole Source Confirmation for Electric AMI Meters

To: Jeff Beaubier
Electric Operations Supervisor
Roseville Electric Utility

I am writing to confirm that Itron is the sole provider of electric AMI meters to Roseville Electric Utility. There are no other providers offering the same product and services within this region. Itron's meters and AMI network equipment are custom-built for Roseville Electric Utility to ensure compatibility and interoperability with Roseville's headend data collection, MDM, CIS, and Billing systems. Itron's existing AMI contract with Roseville Electric Utility covers the specifications of Electric AMI meters which also requires compatibility with Roseville's AMI communication system. To ensure seamless integration and compatibility to the Utility's existing systems, Itron has tailored its solutions accordingly.

Thank you for your continued trust and partnership. We look forward to our ongoing collaboration and the successful completion and growth of Roseville's AMI system.

Sincerely,

A handwritten signature in blue ink that reads "Nangy Gul".

Nangy Gul
Enterprise Client Executive
nangy.gul@itron.com
(916) 740 - 5158



TERMS OF SALE

These Terms of Sale apply when referenced by a pricing summary, quote, or sales order acknowledgment (each a "**Sale Document**") provided by Itron, Inc. or any of its subsidiaries, including Itron Global LLC, the US Branch of Itron Global SARL d/b/a Itron Global Trading (each, "**Itron**").

1. Offer; Acceptance; Exclusive Terms

Each Sale Document is an offer for the sale of goods ("**Equipment**") to the party identified on the Sale Document ("**Customer**") and includes and is governed by these Terms of Sale ("**Terms**"). These Terms supersede all prior agreements, orders, quotations, proposals and other communications regarding the goods referenced in a Sale Document, except that an agreement that is signed by the parties and that expressly purports to govern the provision of such goods shall supersede these Terms. The Sale Document does not constitute Itron's acceptance of any Customer offer or proposal. Customer accepts these Terms and forms a contract by doing any of the following: (a) acknowledging a Sale Document; (b) taking delivery of goods; (c) paying an invoice for goods; or (d) any other conduct that recognizes the existence of a contract with respect to the subject matter of the Sale Document. The Sale Document is conditioned upon Customer's acceptance of these Terms to the exclusion of all other terms. Any additional or different terms proposed by Customer, whether in Customer's purchase order or similar document, are expressly rejected by Itron, and will not become part of the Terms.

2. Equipment Terms

a. *Prices; Invoicing; Delivery; Transfer of Risk and Title; Cancellation*

- i. Prices set forth in the Sale Document are valid for 30 days from the date of the Sale Document. Itron will invoice Customer for the Equipment upon shipment and make arrangements with its carrier to deliver Equipment to Customer's location at Customer's expense.
- ii. Unless otherwise provided in the Sales Document, (a) Equipment is provided FOB Itron's manufacturing facility, and (b) if exported, the Equipment is provided under Incoterms 2010 FCA (named place of delivery). Itron shall pay the freight cost up to the first carrier or terminal. Itron is under no obligation to cover the insurance up to the named delivery point, but does bear all risks of loss or damage until the Equipment is delivered to the named delivery point. Customer bears all risk when the goods have been delivered to the first carrier or terminal. Title to the Equipment and risk of loss shall pass to Customer upon FCA delivery to the Customer and title transfer shall occur after export clearance by Itron but prior to importation by Customer.
- iii. Title to equipment and risk of loss or damage will transfer to Customer upon delivery.
- iv. Returns or cancellations will be handled according to Itron's then-current return or cancellation policy, if any; provided that Equipment delivered in conformity with a purchase order accepted by Itron shall not be returned or exchanged.

b. *Limited Equipment Warranty*

i. Warranty and Remedy.

Except to the extent otherwise provided in Attachment A or as agreed otherwise by Itron in writing, Itron warrants to Customer that the Equipment that is manufactured by Itron will be free from defects in materials and workmanship and will conform to the applicable published Itron specifications for a period of one year from the date of shipment. Except to the extent otherwise provided in Attachment A or as agreed otherwise by Itron in writing, Itron's sole obligation and Customer's exclusive remedy in connection with the breach of a warranty provided under this Section or under Attachment A or as agreed otherwise by Itron in writing shall be for Itron, at its own option, to repair non-conforming Equipment or provide Customer with replacement Equipment after Customer has returned non-conforming Equipment properly packaged and prepaid during the applicable warranty period to a repair facility designated by Itron in accordance with Itron's then-current RMA procedures. If Itron, in its sole discretion, determines that it is unable to repair or replace such non-conforming Equipment, Itron will refund to Customer the amount paid for such Equipment. Equipment that is repaired or replaced pursuant to this Section will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

ii. Exclusions

The warranty provided herein does not cover damage due to external causes, including accident, abuse, misuse, inadequate maintenance, problems with electrical power, acts of God; service (including installation or de-installation) not performed or authorized by Itron; usage not in accordance with product instructions or in a configuration not approved by Itron; normal wear and tear; and problems caused by use of parts and components not supplied or approved by Itron in writing. The warranty provided herein shall be void if the Equipment is modified in a way not previously authorized in writing by Itron. The above warranty does not cover any third party equipment provided by Itron. Any warranty for such equipment will be between Customer and the third party manufacturer.

3. Software and Services Terms

Any software or services referenced on a Sale Document will be provided pursuant to a separate, written agreement.

4. Payment Terms and Taxes

For invoices not paid within 30 days of the invoice date (or such other period set forth on a Sale Document), in addition to other remedies to which Itron may be entitled, Itron may charge Customer a late fee of one percent per month applied against overdue amounts. Customer shall also be responsible for collection costs associated with late payment, if any, including reasonable attorneys' fees. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall be construed as an accord or satisfaction. Unless otherwise indicated on a Sale Document, Customer shall pay all amounts owing under a Sale Document in U.S. Dollars. The prices set forth on the Sale Document do not include taxes. Customer will be responsible for and pay all applicable sales, use, excise, value-added and other taxes associated with the provision of products by Itron, excluding taxes on Itron's income generally. If Customer is a tax exempt entity, or pays taxes directly to the state or applicable governmental agency, Customer will provide Itron with a copy of its Tax Exemption Certificate or Direct Pay Permit or other documentation satisfactory to Itron, as applicable. Itron reserves the right to issue a VAT only invoice and charge VAT where it is legally required to do so.

5. Confidentiality

With respect to any information supplied in connection with a Sale Document and designated by either party as confidential, or which the recipient should reasonably believe to be confidential based on its subject matter or the circumstances, the recipient agrees to protect the confidential information in a reasonable and appropriate manner, and to use and reproduce the confidential information only as necessary to realize the benefits of or perform its obligations under a Sale Document and for no other purpose. The obligations in this section will not apply to information that is: (i) publicly known; (ii) already known to the recipient; (iii) lawfully disclosed by a third party; (iv) independently developed; or (v) disclosed pursuant to a legal requirement or order. The recipient may disclose the confidential information on a need-to-know basis to its contractors, agents and affiliates who agree to confidentiality and non-use terms that are substantially similar to these terms.



6. IP Ownership

Between Itron and Customer, all patents, copyrights, mask works, trade secrets, trademarks and other proprietary rights in or related to any product, software or deliverable provided by Itron pursuant to a Sale Document are and will remain the exclusive property of Itron. Any modification or improvement to an Itron product or deliverable that is based on Customer's feedback shall be the exclusive property of Itron. Customer will not take any action that jeopardizes Itron's proprietary rights nor will it acquire any right in any such product, software or deliverable or Itron's confidential information other than rights expressly granted by Itron.

7. Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, ITRON DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS INCLUDING, WITHOUT LIMITATION, (I) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND AGAINST INFRINGEMENT AND (III) WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD.

8. WAIVER OF DAMAGES

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR COVER OR FOR INCIDENTAL (INCLUDING ANY DAMAGES DUE TO DELAY), SPECIAL, CONSEQUENTIAL (INCLUDING LOSS OR CORRUPTION OF DATA OR LOSS OF REVENUE, SAVINGS OR PROFITS OR OTHER FINANCIAL LOSS) OR EXEMPLARY DAMAGES, EVEN IF ITRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ITRON'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

9. CAP ON LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT FOR CUSTOMER'S LIABILITY FOR A BREACH BY CUSTOMER OF (I) ANY INTELLECTUAL PROPERTY RIGHT OF ITRON INCLUDING ANY INFRINGEMENT THEREOF OR (II) ANY LICENSE GRANTED BY ITRON HEREUNDER, THE AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES, ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT—WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE—SHALL NOT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE TO ITRON UNDER A SALE DOCUMENT. ITRON SHALL NOT BE LIABLE FOR ANY CLAIM MADE THE SUBJECT OF A LEGAL PROCEEDING MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION ASSERTED IN SUCH CLAIM AROSE. ITRON'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

10. Governing Law; Venue; Jury Trial

These Terms and performance under any Sale Document will be governed by and construed in accordance with the laws of the State of California without reference to California conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods and in the U.S., the Uniform Computer Information Transactions Act (UCITA) will not apply to the Terms or to the products or services provided by Itron. Exclusive venue for any claim arising out of or relating to a Sale Document shall be in the State of California. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT.

11. Assignment

Customer may not assign or transfer its interests, rights or obligations under any Sale Document by written agreement, merger, consolidation, operation of law or otherwise without the prior written consent of an authorized executive officer of Itron. Any attempt to assign this Agreement by Customer shall be null and void. For purposes of this Agreement, the acquisition of an equity interest in Customer of greater than 25 percent by any third party shall be considered an assignment. Itron may assign its interests, rights or obligations under any Sale Document to any affiliated Itron entity upon written notice to Customer.

12. Force Majeure

Neither Party will be responsible for any failure to perform due to causes beyond the Party's reasonable control, including, but not limited to, force majeure events. Notwithstanding the foregoing, Itron shall have no obligation to deliver Equipment to the extent that Customer is unable to pay as a result of a force majeure event.

13. Non-US Itron Subsidiaries

Notwithstanding anything to the contrary in these Terms, if a Sale Document is issued in the name of any Itron subsidiary formed outside of the United States, then (i) these Terms and the performance under such Sale Document will be governed by and construed in accordance with the provincial or state laws of the location in which the Itron subsidiary has its principal place of business as shown on the Sale Document, and the courts of that country shall have exclusive jurisdiction for any dispute arising out of or relating to the Sale Document without reference to such jurisdiction's conflicts of law principles or the United Nations Convention on Contracts for the Sale of Goods and (ii) amounts owing under such Sale Document shall be invoiced and paid in the currency specified in the Sale Document.

Attachment A

Itron Equipment Warranty Table

Itron Equipment or Repair Service	Warranty Period and Additional Warranty Terms										
500W series water module (including battery)	Each 500W series water module (including battery) (each, a "Water Module" and collectively, the "Water Modules") receives a 20-year warranty consisting of 10 years of warranty coverage under <u>Section 2</u> ("Equipment Terms") followed by 10 years of discounts against replacement products, as described below: Warranty Period: 10 years from date of shipment. Discount Period: If a Water Module (including battery) fails during the ten-year period following expiration of the applicable Warranty Period (the "Discount Period"), subject to applicable warranty exclusions under <u>Section 2</u> ("Equipment Terms"), Itron will provide Customer with a discount off Itron's then-current list price for any available Itron water module to replace the failed Water Module (including battery) per the discounts set forth below: <table border="1" data-bbox="652 852 1459 947"> <tr> <th data-bbox="652 852 1062 879"></th><th data-bbox="1062 852 1459 879"></th></tr> <tr> <td data-bbox="652 879 1062 907">Years 11 through 15</td><td data-bbox="1062 879 1459 907">50%</td></tr> <tr> <td data-bbox="652 907 1062 947">Years 16 through 20</td><td data-bbox="1062 907 1459 947">25%</td></tr> </table> Itron does not guarantee that replacement Water Modules will be backwards compatible. Warranties on the applicable Water Modules shall be void if (a) such Water Module is used in connection with a third-party reading system that has not been approved by Itron in writing; or (b) Customer utilizes the two (2) battery version of such 500W Water Module in mobile mode for more than two (2) consecutive years.			Years 11 through 15	50%	Years 16 through 20	25%				
Years 11 through 15	50%										
Years 16 through 20	25%										
500W series cellular water module (including battery)	Each 500W series cellular water module (including battery) (each, a "Water Module" and collectively, the "Water Modules") receives a 20-year warranty consisting of 10 years of warranty coverage under <u>Section 2</u> ("Equipment Terms"), followed by 10 years of discounts against replacement products, as described below: Warranty Period: 10 years from date of shipment. Discount Period: If a Water Module (including battery) fails during the ten-year period following expiration of the applicable Warranty Period (the "Discount Period"), subject to applicable warranty exclusions under <u>Section 2</u> ("Equipment Terms"), Itron will provide Customer with a discount off Itron's then-current list price for any available Itron water module to replace the failed Water Module (including battery) per the discounts set forth below: <table border="1" data-bbox="646 1722 1328 1898"> <tr> <th data-bbox="646 1722 932 1759">Discount Period</th><th data-bbox="932 1722 1328 1759">Discount</th></tr> <tr> <td data-bbox="646 1759 932 1793">Year 11</td><td data-bbox="932 1759 1328 1793">70%</td></tr> <tr> <td data-bbox="646 1793 932 1827">Year 12</td><td data-bbox="932 1793 1328 1827">65%</td></tr> <tr> <td data-bbox="646 1827 932 1860">Year 13</td><td data-bbox="932 1827 1328 1860">60%</td></tr> <tr> <td data-bbox="646 1860 932 1898">Year 14</td><td data-bbox="932 1860 1328 1898">55%</td></tr> </table>	Discount Period	Discount	Year 11	70%	Year 12	65%	Year 13	60%	Year 14	55%
Discount Period	Discount										
Year 11	70%										
Year 12	65%										
Year 13	60%										
Year 14	55%										

Itron Equipment or Repair Service	Warranty Period and Additional Warranty Terms	
	Year 15	50%
	Year 16	45%
	Year 17	40%
	Year 18	35%
	Year 19	30%
	Year 20	25%
	Warranties on the applicable Water Modules shall be void if such Water Module is used in connection with a third-party reading system that has not been approved by Itron in writing.	
CGR ACT Module (CAM)	Warranty Period: 5 years from date of shipment.	
Itron Leak Sensor		
CENTRON Riva Electric Meter	Warranty Period: 3 years from date of shipment.	
Repairs or updates for out-of-warranty electricity meters	Additional Warranty Terms: Itron shall perform the repairs or updates with reasonable care and in a diligent and competent manner. Itron's sole obligation in connection with repair or update failures shall be, at its option, to correct or re perform repairs/updates or refund to Customer the amount paid for the repairs/updates. Customer must report any deficiencies in repair work to Itron in writing within 90 days of shipment to receive the remedies described herein.	
Repairs or updates for out-of-warranty Socket Based Routers, Pole Mounted Routers and Routing Nodes	Additional Warranty Terms: Itron shall perform the repairs or updates with reasonable care and in a diligent and competent manner. Itron's sole obligation in connection with repair or update failures shall be, at its option, to correct or re perform repairs/updates or refund to Customer the amount paid for the repairs/updates. Customer must report any deficiencies in repair work to Itron in writing within 90 days of shipment to receive the remedies described herein.	
All other Itron Equipment not listed above.	Warranty Period: 1 year from date of shipment.	



COUNCIL COMMUNICATION

CC #: 3527

File #: 0600-01

Title: Roseville Firefighters', Local 1592, and the International Brotherhood of Electrical Workers, Local 1245 - Side Letter Agreements
Contact: Stacey Peterson 916-774-5374 slpeterson@roseville.ca.us

Meeting Date: 9/4/2024

Item #: 6.5.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council adopt resolutions to authorize the City Manager to approve the attached side letter agreements relating to the current memorandum of understandings (MOUs) with Roseville Firefighters, Local 1592, (RFF) and the International Brotherhood of Electrical Workers, Local 1245 (IBEW), to add an additional \$80 monthly Flex Credit for employees who elect an Employee Plus One Dependent ("EE+1") medical plans and \$75 monthly flex credit for Employee Plus Family ("Family") medical plans.

BACKGROUND

CalPERS Medical Plan Increases for 2025 and Recommended Changes to the City Flex Credit Contribution

The CalPERS medical plan premiums for the 2025 plan year are increasing significantly. The City concluded bargaining for four-year successor memorandum of understandings with the Roseville Firefighters, Local 1592, (RFF) and International Brotherhood of Electrical Workers, Local 1245 (IBEW), in the fall of 2021, and at that time it was not possible to anticipate such continued significant premium increases with the negotiated City contributions. Below is a table comparing the medical plan rates for 2024 to the increased rates for 2025:

	2024			2025			
Medical Plan	Employee Only	Employee + 1	Employee + Family	Employee Only	Employee + 1	Employee + Family	ADDED Monthly Cost for Employee + Family
Anthem HMO Select Anthem	\$1,138.86	\$2,277.72	\$2,961.04	\$1,256.65	\$2,513.30	\$3,267.29	\$306.25
HMO Traditional	\$1,339.70	\$2,679.40	\$3,483.22	\$1,500.40	\$3,000.80	\$3,901.04	\$417.82

Blue Shield – Access+	\$1,076.84	\$2,153.68	\$2,799.78	\$1,170.17	\$2,340.34	\$3,042.44	\$242.66
Blue Shield - TRIO	\$946.84	\$1,893.68	\$2,461.78	\$1,134.79	\$2,269.58	\$2,950.45	\$488.67
Kaiser United Healthcare	\$1,021.41	\$2,042.82	\$2,655.67	\$1,112.90	\$2,225.80	\$2,893.54	\$237.87
Western Health Advantage	\$1,091.13	\$2,182.26	\$2,836.94	\$1,184.58	\$2,369.16	\$3,079.91	\$242.97
PERS Platinum	\$807.23	\$1,614.46	\$2,098.80	\$914.27	\$1,828.54	\$2,377.10	\$278.30
PERS Gold	\$1,314.27	\$2,628.54	\$3,417.10	\$1,476.10	\$2,952.20	\$3,837.86	\$420.76
PORAC (RFF Only)	\$914.82	\$1,829.64	\$2,378.53	\$1,013.70	\$2,027.40	\$2,635.62	\$257.09
	\$931.00	\$2,117.00	\$2,651.00	\$975.00	\$2,218.00	\$2,777.00	\$126.00

Human Resources staff analyzed the impacts of the CalPERS rate increases for employees. For the 2024 plan year, the majority (i.e., 53.85%) of City employees are enrolled in the Kaiser medical plan, which will experience an 8.96% rate increase for 2025. This equates to an additional premium cost increase per month to the employee of \$182.98 for Employee Plus One Dependent and \$237.87 for Employee Plus Family. Without the recommended increases, the employees enrolled in the family level Kaiser plan, dental and vision, will pay \$742 out-of-pocket (i.e., an additional \$163/mo in 2025, as there is a \$75 flex credit increase in the MOUs for January 2025), which would put the City contribution covering approximately 76% of the cost for family level Kaiser, dental and vision premiums. For newer employees, this is in addition to the increases to the Retiree Health Savings Account which starts at 1% in year one and the required employee contribution continues to increase by 1% each year until they contribute 5% each year thereafter. Besides considering the impact to employees, many of our comparable agencies also benchmark to Kaiser and are increasing contributions to offset the Kaiser increases, so it is important to help the City stay competitive for recruitment and retention, as there is a higher cost to turnover in these labor groups.

As such, staff recommends Council authorize the City Manager to sign the attached signed side letter agreements with RFF and IBEW to increase the Flex Credit benefit as follows:

Flex Credit	Employee Only	Employee Plus One	Employee Plus Family
MOU Increase for Jan 2025	No change	+\$45/month	+\$75/month
Recommended Flex Credit Increase	No change	+\$80/month	+\$75/month
Total Flex Credit Increase to be effective for 2025	No change	+\$125/month	+\$150/month

It is recommended that this Flex Credit increase be continued through the term of the RFF and IBEW contracts to continue to offset the ongoing medical plan cost increases.

FISCAL IMPACT

For the increase to the City contribution to the Flex Credit, there is an estimated fiscal impact of \$36,210 to the General Fund for the six months remaining in FY2024-25, which would be covered by the contingency budget, and an estimated \$59,430 impact to the utility funds, which will be covered by their existing budgets.

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 bargaining unit side letter agreements meets the above criteria, and therefore is not subject to CEQA. No additional environmental review is required.

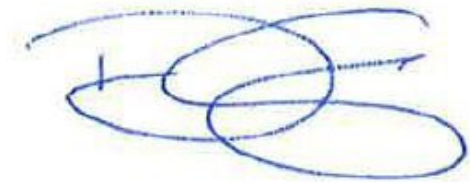
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal E - Deliver exceptional city services

Respectfully Submitted,

Stacey Peterson, Human Resources Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-317

RFF Side Letter - Flex Credit Increase

Resolution 24-318

IBEW Side Letter - Flex Credit Increase

RESOLUTION NO. 24-317

APPROVING A SIDE LETTER AGREEMENT TO THE MEMORANDUM OF
UNDERSTANDING FOR EMPLOYEES REPRESENTED BY ROSEVILLE FIREFIGHTERS,
LOCAL 1592, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Side Letter Agreement to the Memorandum of Understanding for
Employees Represented by Roseville Firefighters, Local 1592, related to a revised monthly Flex
Credit benefit, has been reviewed by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said Side Letter Agreement to the Master Memorandum of Understanding is approved and that
the City Manager is authorized to execute it on behalf of the City of Roseville; and administer,
interpret, and apply its terms, intent, and spirit, and execute any other documents necessary to
effectuate the purposes hereof as determined necessary by the City Manager.

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

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 24-318

APPROVING A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING FOR
EMPLOYEES REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 1245, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a side letter to the Memorandum of Understanding for Employees
Represented by the International Brotherhood of Electrical Workers, Local 1245, related to a
revised monthly Flex Credit benefit, has been reviewed by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said Side Letter Agreement to the Master Memorandum of Understanding is approved and that
the City Manager is authorized to execute it on behalf of the City of Roseville; and administer,
interpret, and apply its terms, intent, and spirit, and execute any other documents necessary to
effectuate the purposes hereof as determined necessary by the City Manager.

PASSED AND ADOPTED by the City Council of the City of Roseville this _____ day
of _____, 2024, by the following vote on roll call:

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

Mayor

ATTEST:

City Clerk

**SIDE LETTER AGREEMENT
BETWEEN THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245
AND
THE CITY OF ROSEVILLE
RELATED TO THE MODIFICATION OF THE FLEX CREDIT**

The City of Roseville (hereinafter referred to as “City”) and the International Brotherhood of Electrical Workers, Local 1245 (hereinafter referred to as “Local 1245”) entered into a Memorandum of Understanding (“MOU”) with a term beginning on May 1, 2022, and terminating on April 30, 2026. The City and Local 1245 are collectively referred to herein as the “Parties.”

Background and Overview

The Parties hereby agree to the terms of this Side Letter Agreement (“SLA”), entered into in August 2024, concerning modification of the Flex Credit, specifically, concerning the City’s provision of a cafeteria plan flex credit amount (“Flex Credit”) for employees who elect a medical plan through the City. In December 2023, the Parties agreed to the terms of a SLA, which increased the 2024 Flex Credit amount for active employees electing Employee Plus Family (“Family”) medical coverage up to an additional \$170 per month, and for active employees electing Employee Plus One Dependent (“EE+1”) coverage up to an additional \$150 per month for medical plan premium cost increases. Due to significant unexpected increases to the CalPERS medical plan premiums effective for the 2025 calendar year, the City and Local 1245 agrees to further increase the Flex Credit amount for those electing Family or EE+1 tiers of medical coverage as described below.

In addition, this SLA furthers the intent approved in the underlying MOU for the new additional Flex Credit increase to be effective with the new rate changes for 2025.

The specific provisions contained in this SLA are intended to supersede any previous agreements, whether oral or written, regarding the matters contained in this SLA.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act (“MMBA”).

Except as provided here, all wages, hours, and other terms and conditions of employment presently in the City’s MOU and SLAs with the Local 1245 remain in full force and effect.

A. For convenience, in pertinent part, the Parties’ MOU, Chapter 4, Article 1, currently provides the following:

C. Cafeteria Plan

1. The City agrees to maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code and any related regulations, for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include medical insurance, dental insurance, long-term disability insurance (LTD) and vision insurance.
2. The City provides a Cafeteria Plan Allowance to all employees eligible to participate

in City sponsored health and welfare benefits under Section A of this Article of up to \$1,347 per month (less the direct PEMHCA payment provided in paragraph B).

3. Effective May 1, 2022, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1, or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	\$200/month	\$273/month	\$598/month

4. Effective January 1, 2023, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1 or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	\$200/month	\$318/month	\$673/month

5. Effective January 1, 2024, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1 or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	\$200/month	\$363/month	\$748/month

6. Effective January 1, 2025, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1 or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	\$200/month	\$408/month	\$823/month

7. Effective January 1, 2026, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1 or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	\$230/month	\$453/month	\$898/month

8. Employees who elect not to participate in any of the medical, dental, LTD, and vision insurance benefits sponsored by the City and who provide proof of other medical

coverage will not receive any Cafeteria Plan Allowance under Section C(2) of this Article. Instead, employees who opt out of these City sponsored benefits will receive \$150 per month.

9. Any Cafeteria Plan Allowance provided for under Section C(2) of this Article can only be used by an employee to offset the cost of participation in City sponsored medical, dental, and vision insurance benefits for the employee and any eligible dependents.
- B. Effective for the applicable annual medical premium increases, for active employees electing Family medical coverage, the City agrees to provide an additional amount towards flex credit of up to \$75 per month, plus the \$170 per month increase agreed upon by the December 2023 SLA, for a total of up to \$245 per month flex credit, which is in addition to the amount specified in Section C.(6) and C.(7), and for active employees electing EE+1 medical coverage the City agrees to provide up to \$80 per month additional flex credit, plus the \$150 per month increase agreed upon by the December 2023 SLA, for a total of up to \$230 per month flex credit to be used for the payment of medical insurance in addition to the amount specified in Section C.(6) and C.(7).
- C. The additional flex credit contribution for Family medical coverage, as described above in Section B, will be added to the flex credit in Chapter 4, Article I, section C.(6) and C.(7) for the respective year and will be considered as part of the City cafeteria plan contribution amount included in total compensation.

THESE ARE TENTATIVE TERMS SUBJECT TO APPROVAL OF THE CITY COUNCIL.

Date: 8-27-24


INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL 1245

Date: _____

CITY OF ROSEVILLE



COUNCIL COMMUNICATION

CC #: 3519

File #: 0900-04 & 0214

Title: 2024 Solutions for Congested Corridors Program Grant Application - Letter of Agreement

Contact: Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

Meeting Date: 9/4/2024

Item #: 6.6.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a Letter of Agreement with the City of Rocklin for the preparation of a Solutions for Congested Corridors Program (SCCP) grant application, and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The City of Rocklin has partnered with the Placer County Transportation Planning Agency (PCTPA) to prepare and submit a grant application on behalf of six agencies in the Placer and Sacramento region for the 2024 Solutions for Congested Corridors Program (SCCP). The SCCP is a statewide, competitive grant program that provides funding to achieve a balanced set of transportation, environmental, and community access improvements to reduce congestion throughout the state. The SCCP makes \$250 million available annually to projects that implement specific transportation performance improvements.

Roseville is currently one of the agencies working with Rocklin and PCTPA on this application. Roseville will be seeking \$2 million in funding for the future Dry Creek Greenway East Phase 2 project that is currently under design. Rocklin has taken the lead in hiring a consultant (Jacobs Engineering) to develop and submit the grant application. The application process will take a significant amount of time and effort to complete. Rocklin is asking participating agencies to contribute \$20,000 each, which represents the total costs to facilitate all elements of the grant application divided equally by the number of agencies that have a project in the grant. The cost includes Jacobs Engineering consultant services, PCTPA staff administration, and Rocklin staff time to facilitate all elements of the grant application.

FISCAL IMPACT

The cost for this agreement is \$20,000 with a potential benefit to the City of \$2,000,000 in grant funds. Local Transportation Funds will be used to pay for the agreement. No General Fund

resources will be used.

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. This Letter of Agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Ed Scofield, Alternative Transportation Manager

Jason Shykowski, Public Works Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-313

Rocklin Cost Agreement Signed

RESOLUTION NO. 24-313

APPROVING A LETTER OF AGREEMENT, BY AND BETWEEN THE CITY OF ROCKLIN
AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the City of Rocklin has partnered with the Placer County Transportation Planning Agency (PCTPA) to prepare and submit a grant application for the 2024 Solutions for Congested Corridors Program (SCCP); and

WHEREAS, for agencies who have a project included in the grant application, the City will front consultant and PCTPA expenses associated with preparing the grant application; and

WHEREAS, Roseville will be seeking \$2 million in funding for the future Dry Creek Greenway East Phase 2 project that is currently under design; and

WHEREAS, a Letter of Agreement for the preparation of an SCCP grant application, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:



August 9, 2024

Dominick Casey, City Manager
City of Roseville
311 Vernon Street
Roseville, CA 95678

Re: Funding Letter for the 2024 Solutions for Congested Corridors Grant Application

Dear Mr. Casey,

The City of Rocklin has partnered with the Placer County Transportation Planning Agency (PCTPA) to prepare and submit a grant application for the 2024 Solutions for Congested Corridors Program (SCCP). For agencies who have a project included in the grant application, the City will front consultant and PCTPA expenses associated with preparing the grant application. As such, this letter, when countersigned, authorizes reimbursement by the City of Roseville for work performed and/or paid for by the City of Rocklin.

1. Agreement: This Letter of Agreement is the statement of contract specific requirements applicable to the work effort to be undertaken by the City of Rocklin and its consultant to develop the 2024 Solutions for Congested Corridors grant application.
2. Scope of Services: City of Rocklin will coordinate the efforts amongst the Participating Agencies and its consultant to develop the grant application to be submitted to the State of California.
3. Cost: The cost to Participating Agencies for this work is \$20,000 each, which represents the total costs to facilitate all elements of the grant application divided equally by the number of agencies that have a project in the grant. The cost includes Jacobs Engineering consultant services, PCTPA staff administration, and Rocklin staff to facilitate all elements of the grant application.
4. Term: City of Rocklin services will commence July 1, 2024. This contract shall end on December 31, 2025. Extensions to this contract may be made with the agreement of all Participating Agencies.
5. Personnel: City of Rocklin will provide its own personnel, including consultant services, to develop the grant application.

Funding Letter of Agreement
Between City of Roseville and City of Rocklin for the
2024 Solutions for Congested Corridors Grant Application

If this Letter of Agreement meets with your approval, please sign, and return one copy. A fully executed copy will be returned for your records. Questions concerning this Letter of Agreement should be directed to Andrew Shaw, Rocklin Associate Civil Engineer, at (916) 625-5147.

Aly Zimmermann Date
City Manager
City of Rocklin

Dominick Casey Date
City Manager
City of Roseville

Attachments:

1. Estimated Staff Time for Jacobs Engineering
2. Estimated Staff Time for PCTPA

CC: Ed Scofield, City of Roseville
Zach Presley, City of Roseville
Andrew Shaw, City of Rocklin Associate Civil Engineer

Proposed Fee - 2024 SCCP Grant Application Placer-Sacramento Gateway Plan

Role	Staff	Rate	Hours	Total Cost
Project Manager	Luke McNeel-Caird	\$ 237	40	\$ 9,482
Grant Advisor	Charu Kukreja	\$ 196	40	\$ 7,829
Grants Lead	Brian Peck	\$ 111	150	\$ 16,718
Economist B/C Analysis	Christopher Wilhelm	\$ 130	80	\$ 10,404
Supporting Grant Writer	Joan Lee	\$ 100	175	\$ 17,500
Supporting Grant Writer	Peter Schleisman	\$ 79	200	\$ 15,800
Graphics	Christine Bolton	\$ 85	30	\$ 2,558
Editor/Word Processing	Rick Thorton	\$ 119	20	\$ 2,379
Total			735	\$ 80,290

PCTPA Estimate					
Solutions for Congested Corridors Cycle 4 Grant Application					
(PCTPA staff costs to be funded by City of Rocklin)					
Work spans FY 23/24 (4 months begins March 2024) and FY 24/25 (5.1 months to 1 st week of December 2024)					
PCTPA Staff	24/25 Rates	Hours per Week	Total Weeks	Total Hours	Total Cost
Melko	\$145.19	4.0	40	160	\$ 23,230.40
Carter	\$165.37	0.5	40	20	\$ 3,307.40
Click	\$193.19	0.25	40	10	\$ 1,931.90
Sabol	\$145.51	0.25	40	10	\$ 1,455.10
LaCosse	\$133.61	0.25	40	10	\$ 1,336.10
Totals				210	\$ 31,260.90
					\$32,000.00

Source: 24/25 rates per Final FY 24/25 OWP/Budget, June 2024.

6.26.24



COUNCIL COMMUNICATION

CC #: 3520
File #: 0721-01

Title: Western Placer Consolidated Transportation Service Agency - Agreement Amendments
Contact: Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

Meeting Date: 9/4/2024
Item #: 6.7.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a one-year extension for the Agreement between the City of Roseville and the Western Placer Consolidated Transportation Service Agency to administer the South Placer Transit Information Center and to administer the South Placer Transportation Mobility Training Program. In addition, staff requests authority for the City Manager to execute the second, optional one-year renewal for FY2025-26 upon mutual agreement by both agencies, without further council approval.

BACKGROUND

On July 21, 2021, the City Council adopted a resolution authorizing the City Manager to execute Agreements between the Western Placer Consolidated Transportation Services Agency (WPCTSA) and the City of Roseville for the South Placer Transit Information Center, Mobility Training Program, and the Transit Ambassador Program. Per the Agreement, Roseville would operate these three programs, while WPCTSA would provide the funding.

In 2023, WPCTSA and City staff agreed to combine the Transit Ambassador Program with the Mobility Training Program, so going forward, only the Call Center and Transit Ambassador Program Agreements need to be extended. The current Agreements expired on June 30, 2024, however, the Agreements allowed for two additional option years if both parties agreed in writing.

Staff is requesting authorization for the City Manager to extend the existing Agreements between Roseville and WPCTSA for FY2024-25. Also, if both parties agree to exercise the second one-year option, staff is seeking authorization for the City Manager to extend the Agreements through FY2025-26. WPCTSA has already approved its FY 2024-25 budget, which fully funds these Agreements.

FISCAL IMPACT

Due to the reimbursement nature of this agreement, there is no fiscal impact for the City of Roseville. The Placer County Transportation Planning Agency (PCTPA) has approved the WPCTSA budget for the FY2024-25 extension. Actual costs running the programs will be fully reimbursed for the duration of the Agreements.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

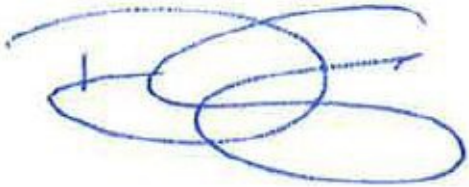
Goal A - Remain fiscally responsible in a changing world

Goal E - Deliver exceptional city services

Respectfully Submitted,

Ed Scofield, Alternative Transportation Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-314

Mobility Training Extension Signed

Call Center Extension Signed

RESOLUTION NO. 24-314

APPROVING AGREEMENT AMENDMENTS, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICES AGENCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, pursuant to California Government Code Section 67910, the Placer County Transportation Planning Agency (PCTPA) was created as a local area planning agency to provide regional transportation planning for the area of Placer County, exclusive of the Lake Tahoe Basin; and

WHEREAS, one of the key responsibilities for a local area planning agency is to designate a Consolidated Transportation Services Agency (CTSA); and

WHEREAS, the Western Placer Consolidated Transportation Services Agency (WPCTSA) is a joint powers agency created on October 13, 2008 by Placer County, the cities of Auburn, Colfax, Lincoln, Rocklin, Roseville, and the town of Loomis; and

WHEREAS, on July 21, 2021, the City Council approved three agreements with Western Placer Consolidated Transportation Service Agency for three transit programs for a three-year term: 1) the South Placer Transit Information Call Center; 2) the South Placer Transportation Mobility Training Program; and 3) the South Placer Transportation Transit Ambassador Program; and

WHEREAS, on June 8, 2023, a Letter of Clarification was executed to combine the Agreements for the Transit Ambassador Program and the Mobility Training Program; and

WHEREAS, staff would like to extend the remaining two Agreements for additional one-year terms, and if mutually agreed upon by both parties, also extend the Agreements for their final one-year term; and

WHEREAS, the Agreement Amendments between the City of Roseville and the Western Placer Consolidated Transportation Services Agency regarding the South Placer Transit Information Call Center as well as the South Placer Transportation Mobility Training Program, have been reviewed by City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement amendments are hereby approved and that the City Manager is authorized to execute them and all related forms on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that if mutually agreed upon by both parties, the final one-year term of the Agreements are hereby approved and the City Manager is authorized to execute them and all related forms 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



Consolidated
Transportation
Services Agency

August 15, 2024

City of Roseville, Alternative Transportation Division
Attn.: Ed Scofield, Alternative Transportation Manager
316 Vernon Street, Suite 150
Roseville, CA 95678

SUBJECT: EXECUTION OF A ONE YEAR EXTENSION FOR THE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICE AGENCY TO ADMINISTER THE SOUTH PLACER TRANSPORTATION MOBILITY TRAINING PROGRAM WITH MODIFICATIONS

Dear Mr. Scofield:

Pursuant to the terms and provisions established in Section 1 of the Master Agreement (Agreement), made and entered into on July 21, 2021, between the Western Placer Consolidated Transportation Services Agency (WPCTSA) and the City of Roseville (City), to administer the South Placer Transportation Mobility Training Program (Training Program), the WPCTSA hereby extends the original term of the Agreement by one-year, effective July 1, 2024. All other terms and conditions identified in the original Agreement shall be maintained by the City through June 30, 2025.

Additionally, the established administrative duties and responsibilities for the South Placer Transit Ambassador Program, as defined in the Letter of Clarification dated May 31, 2023 (provided as Exhibit A), shall be provided by the City as part of its administration of the Training Program's Master Agreement through June 30, 2025.

Services provided by the City to effectuate these terms shall not exceed the respective Training and Education Program's annual budget amount adopted for Fiscal Year (FY) 2024/25 by the WPCTSA Board of Directors on June 26, 2024, or any other subsequent FY 2024/25 budget amendments made and adopted by the WPCTSA Board of Directors during that fiscal year.

If you have any questions about this letter and/or the written terms and provisions contained herein, please contact Mike Costa at (530) 823-4029 or mcosta@pctpa.net.

Sincerely,

Accepted by:

 8/15/24

Matt Click, Date
Executive Director
Western Placer Consolidated Transportation
Services Agency

Dominick Casey Date
City Manager
City of Roseville

Attachments: Exhibit A: Letter of Clarification, dated May 31, 2023



May 31, 2023

City of Roseville, Alternative Transportation Division
 Attn.: Ed Scofield, Alternative Transportation Manager
 316 Vernon Street, Suite 150
 Roseville, CA 95678

SUBJECT: LETTER OF CLARIFICATION REGARDING THE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICE AGENCY TO ADMINISTER THE SOUTH PLACER TRANSIT AMBASSADOR PROGRAM

Dear Mr. Scofield:

This letter is to provide written clarification regarding the Master Agreement (hereinafter referred to as "Agreement") executed between the City of Roseville (hereinafter referred to as "City") and the Western Placer Consolidated Transportation Service Agency (hereinafter referred to as "WPCTSA") on July 21, 2021, for the administration of the South Placer Transportation Transit Ambassador Program (hereinafter referred to as "Program"). The Program was established in 2007, to assist riders with becoming familiar with public transit services operating in western Placer County. Historically, the City recruited, trained, and oversaw volunteers that provided guidance to new and/or existing transit riders at transit stops and conducted general transit education and outreach throughout the surrounding communities. The WPCTSA has funded the Program, while the City has administered the Program on behalf of the WPCTSA.

In recent years, largely due to impacts from the COVID-19 pandemic, the City has had difficulty recruiting and maintaining volunteers to serve as transit ambassadors. Instead, the City has utilized its own administrative staff to conduct outreach and engagement activities at congregant gathering locations and/or other community events to educate new and existing users about the public transit services provided in western Placer County. Given the ongoing constraints to recruit, train, and maintain transit ambassadors, the WPCTSA and City agree that the Program will be administered in the following manner:

1. Volunteers will be phased out of the Program, and City staff will serve as the "transit ambassadors" by conducting outreach and engagement activities for public transit services provided throughout western Placer County, consistent with the Agreement's original intent.
2. WPCTSA staff will assume the advertising and marketing duties, originally defined under Section 1.3 of the Agreement, and the City will assist with the distribution of any materials and collateral produced by the WPCTSA.

All other terms and conditions established in the Agreement, executed on July 21, 2021, will remain in effect, including payment to the City for the Program's administration. If you have any questions about this written clarification and/or the Agreement, please contact Mike Costa at (530) 823-4029 or mcosta@pctpa.net.

Sincerely,

Accepted by:


 Matt Click,
 Executive Director
 Western Placer Consolidated Transportation
 Services Agency
 Date 6/14/23


 Ed Scofield
 Alternative Transportation Manager
 City of Roseville
 Date 6/8/23



Consolidated
Transportation
Services Agency

August 15, 2024

City of Roseville, Alternative Transportation Division
Attn.: Ed Scofield, Alternative Transportation Manager
316 Vernon Street, Suite 150
Roseville, CA 95678

SUBJECT: EXECUTION OF A ONE YEAR EXTENSION FOR THE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICE AGENCY TO ADMINISTER THE SOUTH PLACER TRANSIT INFORMATION CENTER

Dear Mr. Scofield:

Pursuant to the terms and provisions established in Section 1 of the Master Agreement (Agreement), made and entered into on July 21, 2021, between the Western Placer Consolidated Transportation Services Agency (WPCTSA) and the City of Roseville (City), to administer the South Placer Transportation Call Center (Call Center), the WPCTSA hereby extends the original term of the Agreement by one-year, effective July 1, 2024. All other terms and conditions, as well as services administered by the City, identified in the original Agreement shall be maintained by the City through June 30, 2025. Services provided by the City shall not exceed the respective Call Center's annual budget amount adopted for Fiscal Year (FY) 2024/25 by the WPCTSA Board of Directors on June 26, 2024, or any other subsequent FY 2024/25 budget amendments made and adopted by the WPCTSA Board of Directors during that fiscal year.

If you have any questions about this term extension, please contact Mike Costa at (530) 823-4029 or mcosta@pctpa.net.

Sincerely,

Accepted by:

 8/15/24

Matt Click,
Executive Director
Western Placer Consolidated Transportation
Services Agency

Date

Dominick Casey
City Manager
City of Roseville

Date



COUNCIL COMMUNICATION

CC #: 3513
File #: 0800-02

Title: Comprehensive Solid Waste Management Software – Professional Services Agreement
Contact: Michelle White 916-774-5774 mjwhite@roseville.ca.us

Meeting Date: 9/4/2024
Item #: 6.8.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a professional services agreement with E Source Companies, LLC (E Source) for the Evaluation and Procurement of a Comprehensive Solid Waste Management Software and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

Over the past decade, the solid waste industry has seen a rapid influx of new regulations. These regulations encompass various waste diversion initiatives such as mandatory commercial recycling, mandatory organics recycling, and the recent SB 1383 organics diversion. In addition, the City's Waste Services utility has expanded programs like household hazardous waste doorstep collection, which benefits the community and helps protect human health and the environment. These programs require rigorous record-keeping and data management for regulatory compliance, underscoring the need for a comprehensive software solution to effectively manage programs and operations.

Implementing the aforementioned regulations and associated programs has illuminated the constraints inherent in reliance on manual paperwork and spreadsheets for tracking and oversight. Meeting the stringent reporting requirements linked to these initiatives has become increasingly challenging, particularly given the existing systems' lack of customization for CalRecycle reporting. Consequently, it has become imperative to acquire a more adaptable and robust software solution to confront these emerging challenges, streamline the various processes involved, and effectively meet the evolving operational needs of the City.

The City currently depends on multiple software solutions to manage critical functions such as work orders, route planning, customer service, enforcement, tracking, and legislative reporting. While staff has managed to adapt the existing setup to handle most work order needs through existing systems, there is an urgent need for a more holistic system that reduces redundancies and increases efficiencies through automation. Given the complexity and variety of software and

the need for integration with existing City systems, the City solicited third-party expertise through a Request for Proposal (RFP) process.

On May 1, 2024, the City issued RFP #08-131 for the Evaluation and Procurement of a Comprehensive Solid Waste Management Software based upon the need to more effectively manage Waste Services operations, improve data management and record-keeping for regulatory compliance, and ensure the most appropriate solid waste management software solution is identified.

The City received two (2) responses to the solid waste management software RFP by the June 5, 2024, deadline. A committee of staff members from Environmental Utilities Waste Services and Information Technology (IT) conducted a comprehensive review of the proposals. As a result, staff selected E Source as the most qualified and knowledgeable entity for the City's Task 1 (Phase 1) Evaluation. E Source met all the RFP requirements and will provide the City with timely submission of deliverables, including conducting interviews and workshops to develop the Program Goals, a Gap Analysis, and a Current State Impact Assessment. Ultimately, E Source will provide their detailed findings and recommendations for a software solution. If subsequent phases (Task 2 & 3) are necessary, they will be presented to Council in a future agreement and budget.

FISCAL IMPACT

The Phase 1 contract amount of \$86,360 is budgeted in the Waste Services Operations Fund for the current fiscal year. Funding is included in the FY2024-25 Waste Services Operations Fund budget.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Michelle White, Environmental Utilities Compliance Administrator

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-308

RFP08-131 PSA Signed

RESOLUTION NO. 24-308

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND E SOURCE COMPANIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for Evaluation and Procurement of a Comprehensive Solid Waste Management Software, by and between the City of Roseville and E Source Companies, LLC, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Evaluation and Procurement of a Comprehensive Solid Waste Management Software

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation ("CITY"), and E Source
Companies, LLC, a Delaware limited liability company ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of Evaluation and
Procurement of a Comprehensive Solid Waste Management Software; and

WHEREAS, CONSULTANT has prepared a proposal dated June 05, 2024, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

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

EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed eighty-six thousand, three hundred sixty dollars (\$86,360).

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

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

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) 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.

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

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

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the

additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

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

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

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

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

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

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

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

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

have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provision in its contracts with all subcontractors.

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

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

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

agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

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

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

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

10. Public Contracts: Conflicts of Interest. CONSULTANT's duties and services under this Agreement shall not include preparing or assisting CITY with any portion of the CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all

conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

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

12. The Levine Act Disclosure. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to CITY elected or appointed officers totaling more than \$250 within the twelve (12) months prior to the CITY decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by CONSULTANT and/or its agent(s), CONSULTANT is responsible for compliance, including for its disclosure obligations, if any, as further described at:

https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

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

14. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it

will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

15. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the

Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

18. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days

advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

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

CITY OF ROSEVILLE

Michelle White
Compliance Administrator
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Kody Salem
Senior Vice President
3020 S. Carbon Pl., Suite 300
Boulder, CO 80301

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

E SOURCE COMPANIES, LLC, a
Delaware limited liability company

BY: _____
DOMINICK CASEY
City Manager

BY: Nicole Naassan
its: Nicole Naassan, Sr. Vice President

and

ATTEST:

BY: _____
its: _____

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

(SIGNATURES CONTINUED ON NEXT PAGE)

APPROVED AS TO SUBSTANCE:

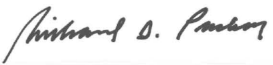
BY: 
RICHARD PLECKER
Environmental Utilities Director

EXHIBIT "A"

Project Plan

Statement of Work

This Scope of Work (SOW) is to document the services E Source Consulting LLC ("E Source") can provide the City of Roseville (the City) in support of Evaluation and Procurement of a Comprehensive Solid Waste Management Software. The SOW is split into separate tasks that would normally be started in order but completion of many would span across the procurement activities. Where this happens, it is called out within the task description. The tasks are intended to be optional activities for the City to consider when deciding which specific actions are necessary to meet the waste services need.

Task 1: Evaluation

Task 1.1: Project Kickoff & Mobilization

Immediately following notice to proceed, E Source will hold a kickoff meeting with the City's project team to review project scope, requirements, deliverables, schedule, and reporting relationships. This meeting will also address project issues and concerns. We'll review the make-up of your project team and subject matter experts (SMEs) to confirm there is a broad representation.

Task 1.2: Program Goals

Our team forms a solid foundation for success by conducting a workshop with executives, stakeholders, and key SMEs to establish a common understanding of your project goals, drivers, success factors, and risks. This approach stimulates discussion around project goals that otherwise may not have been considered. This task will serve as the foundation for future work to ensure what is ultimately deployed directly addresses your goals and objectives. Findings and conclusions from this task will be summarized in the Technology Roadmap.

Task 1.3: Discovery & Requirements Definition

E Source will lead your staff in a series of interviews and workshops to discuss the City current operations and software applications and discuss expectations and requirements for your future solid waste management application. Following the workshops, E Source will document the expectation and requirements are. The output of this task will serve as input into E Source's findings and recommendations.

E Source will work with the City project manager (PM) to identify the SMEs and schedule the workshops E Source expects to meet with the following departments at a minimum:

Task 1.4: Business Process Impact Assessment

E Source will conduct a business process impact assessment to identify City departments, business processes, and systems that will be impacted by the introduction of comprehensive solid waste management software. E Source utilizes best practices to guide business process change which provides end-to-end process understanding, visibility and control while ensuring effective communication and engagement across the organization. While some technology partners skim over specific recommendations, E Source will draw from past technology deployments and industry best practices to guide the City toward making sound decisions for how to redesign processes, policies, and procedures.

E Source begins with a workshop to gain understanding of the City's day-to-day business processes that will be affected by the deployment of the software as well as provide recommendations for future processes that will be developed in order to realize the expected benefits. This assessment will clarify

business objectives and initiate the appropriate business process redesign activities to prepare the City for the future.

Task 1.5 Industry Scan

Solid waste management software is not a developed industry and often has custom solutions applied. Understanding software solutions used at other solid waste utilities can provide insight into preferred solutions, options available and understanding the quality of the software solutions to meet solid waste management comprehensive needs. E Source will leverage our extensive industry contacts to identify utilities leveraging comprehensive solid waste management software.

Interviews will be conducted by E Source to understand each utilities software solutions, how well the software solutions meet their needs and identify software solution capabilities to meet Roseville's needs. Vendor interviews may be conducted with experienced vendors although nascent vendors may be included that have novel solutions that meet the needs of Roseville. Innovation technologies or solutions will also have higher risk so E Source will assign a level of risk to the technology or solution based on our experience and vendor evaluation gained through the interview. (Note: Vendor names may be omitted from some research at their request) Similar size utilities and contact names that appear to have best practices or high degree of innovation strategy will be identified and shared with Roseville.

- Interviews with similar size utilities
- Interviews with software providers offering solutions that align with Roseville needs.
- Literature research

The results of the interviews and research will be broken out in matrix form to identify how the software solutions meet the goals of Roseville needs.

Task 1.6: IT Systems Analysis

E Source will conduct a workshop with applicable personnel to review your existing information systems supporting solid waste processes and general IT requirements (on-premises vs. SaaS, application preferences, supporting staffing, integration expertise, etc.) E Source will then conduct a second workshop to establish the desired future state systems and integration.

Task 1.7: Technology Implementation Roadmap

E Source's findings that are gathered during the tasks outlined above will be documented in a comprehensive roadmap and, if requested, presentation. The roadmap will be the primary vehicle for communicating E Source's recommendations.

E Source will schedule working sessions with the City upon delivery of the draft roadmap to review the conclusions and recommendations. E Source expects the City to provide feedback / questions / comments, which will be incorporated into the Final roadmap. Additionally, E Source will prepare and conduct an on-site presentation to the City's Executive Management / Stakeholders summarizing the effort, results, and recommendations.

DELIVERABLES

- Program goals
- Gap analysis
- Current state impact assessment
- Industry scan results matrix
- Current and future state IT systems documentation

- Draft/Final Technology Implementation Roadmap and presentation



Preliminary Schedule

The proposed project schedule shown in Table 3 represents a high-level overview of the general timeline of events in the proposed scope of work. Based on E Source’s experience on supporting Cayenta system integration testing performed by the City’s Utility Billing organization, the testing effort may exceed this assumed duration. The schedule included here would cover very specific testing of the created interface between the new waste services system and Cayenta. It would be the City’s responsibility to coordinate more extensive regression testing of the Cayenta system if deemed necessary.

E Source can commence work immediately upon Notice to Proceed. The actual project schedule will be refined with the City’s input during Task 1 and will provide a greater level of detail.

Table 3. Preliminary Project Schedule

ID	Task Name	Start	Finish	Duration	Q3 24 Q4 24					
					Jul	Aug	Sep	Oct	Nov	Dec
1	Task 1: Evaluation	8/1/2024	11/20/2024	16w						
2	Task 1.1: Project Kickoff & Mobilization	8/1/2024	8/14/2024	2w						
3	Task 1.2: Program Goals	8/15/2024	8/28/2024	2w						
4	Task 1.3: Discovery & Requirements Definition	8/15/2024	9/18/2024	5w						
5	Task 1.4: Business Process Impact Assessment	8/29/2024	10/2/2024	5w						
6	Task 1.5: Industry Scan	8/29/2024	10/2/2024	5w						
7	Task 1.6: IT Systems Analysis	8/15/2024	10/9/2024	8w						
8	Task 1.7: Technology Implementation Roadmap Report	10/10/2024	11/20/2024	6w						

EXHIBIT "B"

Cost of Services

E Source proposes to perform the requested scope of services as detailed in this proposal for a fixed labor fee of \$75,260 + estimated travel expense of \$11,100. The breakdown of this fee is shown in Table 4.

Table 4. Fee Breakdown

Evaluation, Procurement, and Implementation					
Task ID	Task	Hours	Fee	Expenses	Total
Task 1	Evaluation				
Task 1.1	Project Kickoff & Mobilization	18	\$4,960		\$4,960
Task 1.2	Program Goals	22	\$6,100	\$3,700	\$9,800
Task 1.3	Discovery & Requirements Definition	60	\$16,600		\$16,600
Task 1.4	Business Process Impact Assessment	60	\$15,600	\$3,700	\$19,300
Task 1.5	Industry Scan	30	\$8,200		\$8,200
Task 1.6	IT Systems Analysis	26	\$7,280		\$7,280
Task 1.7	Technology Implementation Roadmap	60	\$16,520	\$3,700	\$20,220
	Total	276	\$75,260	\$11,100	\$86,360
Task 2	Procurement (Optional extension)	-	-	-	ROM \$110,000
Task 3	Implementation (Optional extension)	-	-	-	ROM \$150,000-\$400,000

E Source has calculated the proposed fee based on experience with similar projects and understanding of the level of effort desired by the City. The level of effort and associated fees can be adjusted as necessary to fit within the City's budget for this project. Our fee includes all services and deliverables described herein.

E Source 2024 hourly labor rates are as follows:

Table 5. E Source 2024 Hourly Labor Rates

Title	Rate
Senior Vice President	\$300.00
Vice President	\$290.00
Program Manager	\$280.00
Project Manager	\$270.00
Executive Consultant	\$280.00
Principal Consultant	\$270.00
Senior Consultant	\$260.00
Consultant	\$250.00
Associate Consultant	\$210.00

Reimbursable Expenses

Reimbursable expenses (e.g., travel) are expected to be approximately \$11,100 and will be submitted monthly for reimbursement on an actual and reasonable basis. There is no markup on these direct costs, and E Source does not charge for time spent traveling. The fee expense estimate is based on similar project experience and the knowledge of which tasks require on-site consulting and support. We will seek to minimize expenses through the use of government contractor rates, if available, and teleconferences whenever possible.



COUNCIL COMMUNICATION

CC #: 3511
File #: 0900-02

Title: Aquifer Storage and Recovery Well 9 (Westbrook) and Well 18 (Solaire) - Notice of Completion
Contact: Janice Gainey 916-774-5535 jrgainey@roseville.ca.us

Meeting Date: 9/4/2024
Item #: 6.9.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council accept the Aquifer Storage and Recovery Well 9 (Westbrook) and Well 18 (Solaire) Project as complete and adopt a resolution to authorize the Director of Environmental Utilities to execute the Notice of Completion.

BACKGROUND

In 2019, the City initiated a project to expand the existing Aquifer Storage and Recovery (ASR) Well Program. Due to critical drought conditions, two sites were prioritized for expedited implementation. Given that the Governor's Emergency Proclamation regarding the drought from May 10, 2021, allowed for the suspension of certain competitive bid and procurement requirements in order to expedite drought related projects, and given that the RMC's Section 9.28.060(6) provides the City Manager (as the Director of Emergency Services) authorization to suspend/modify any city ordinance as reasonably necessary to obtain vital supplies, equipment etc., on October 20, 2021, City Council awarded a sole source Design-Assist Construction Contract to Auburn Constructors LLC.

The City's Environmental Utilities Department completed final inspection of the project on July 12, 2024, and found the work to be completed in accordance with the improvement plans and specifications, punch list items are complete, and is now ready for acceptance.

FISCAL IMPACT

A Design-Assist Contract was awarded to Auburn Constructors in the amount of \$14,525,300. City Council also approved an allowance to pay contract change orders of up to 10% of the value of the contract (\$1,452,530) for a not-to-exceed total contract amount of \$15,977,840. There were a total of eleven (11) negotiated change orders during construction for a total change order cost of \$1,115,378.80. The total cost of the construction contract including all changes orders was \$15,640,678.80. The project was funded by the Water Construction Fund.

ENVIRONMENTAL REVIEW

Implementation of the project was evaluated in the 2012 ASR Program Final EIR (State Clearinghouse No. 2009072018) certified by City Council on March 29, 2012. The project is consistent with the scope of the project covered by the 2012 ASR Final EIR. All applicable mitigation measures from the ASR Program Final EIR were implemented during the design and construction of the project and consequently no additional CEQA review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F – Invest in well-planned infrastructure and growth.

Respectfully Submitted,

Janice Gainey, Principal Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-306

Notice of Completion

RESOLUTION NO. 24-306

ACCEPTING THE PUBLIC WORK KNOWN AS THE AQUIFER STORAGE AND RECOVERY WELL 9 (WESTBROOK) AND WELL 18 (SOLAIRE) PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

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

1. The “Notice of Completion” on file in the City Clerk’s Department relative to that public work known as the Aquifer Storage and Recovery Well 9 (Westbrook) and Well 18 (Solaire) Project, has been approved and the public work accepted.
2. The Environmental Utilities Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, 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
Aquifer Storage and Recovery Well 9 (Westbrook) and Well 18 (Solaire) 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 Auburn Constructors.

The surety on said project was _____
Travelers Casualty and Surety Company of America.

Richard D. Plecker
Environmental Utilities Director
City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

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

Richard D. Plecker
Environmental Utilities Director
City of Roseville

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

State of California)
County of Placer)

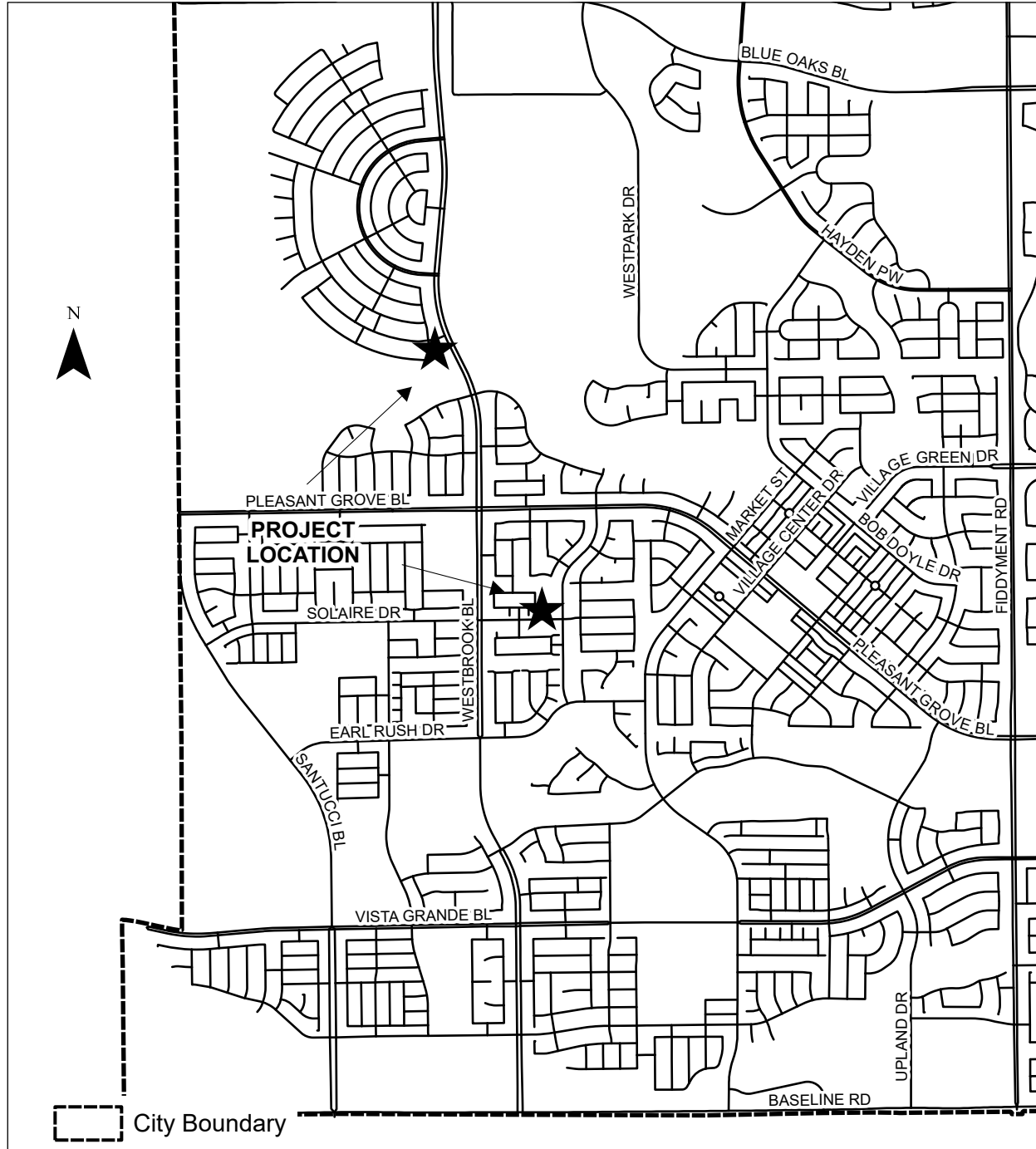
Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____, Richard D. Plecker proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit "A"
AQUIFER STORAGE AND RECOVERY WELL 9 (WESTBROOK)
AND 18 (SOLAIRE)

2275 WESTBROOK DR AND 4030 SOLAIRE DR





COUNCIL COMMUNICATION

CC #: 3512

File #: 0102-04 & 0103

Title: City Council/Boards, Commissions, & Committees Administrative Standards Updates

Contact: Helen Dreyer 916-774-5356 hdreyer@roseville.ca.us
M. Sheidenberger 916-774-5325 msheidenberger@roseville.ca.us

Meeting Date: 9/4/2024

Item #: 6.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving updates to the City Council/Boards, Commissions, & Committees Administrative Standards.

BACKGROUND

Section 4.06 of the Roseville City Charter authorizes the City Council to establish its own meeting procedures. Prior to 2019, the City Council and the then thirteen Boards, Commissions, and Committees had their own separate meeting procedures. On February 20, 2019, the City Council adopted a resolution to consolidate the individual meeting procedures into one Administrative Standards document.

Updates are now needed to the Administrative Standards due to changes in the law, changes in City policy, to add clarity, and to address areas currently not addressed in the standards. The following is a summary of the changes:

- **Special Meetings:** Clarifying who can call a special meeting to match what is in the City's Charter. Also, the revisions memorialize the City's long-standing practice of allowing general public comment at special meetings, although this is optional since it's not required by the Brown Act.
- **Agendas:** Memorializing existing practices by clarifying who can put items on a meeting agenda. For example, the revisions specify that no member of the public nor individual public official can unilaterally put items on a meeting agenda.
- **Council Reports:** Providing clarity as to what the City Council may talk about during Council Reports to conform to the Brown Act. The report outs required by the City's new Travel and Expense Reimbursement Policy have also been added.
- **Disruptions:** This section has been expanded due to meeting disruptions occurring in other cities.
- **Board of Appeals:** Non-substantive changes to the Board of Appeals section were made to memorialize existing hearing procedures.

- OBEB Trust Investment Review Committee: Adding in a reference to this Brown Act committee.
- City Staff: Adding in the prohibition, from the Roseville Municipal Code, of City staff serving on boards, commissions and committees.
- Social Media: Adding in current Brown Act rules on social media posts.
- Economic Development Advisory Committee (EDAC): Fixing EDAC's meeting schedule. They meet on the fourth Tuesday of the month, not the fourth Wednesday.
- Personnel Board: HR asked that the Personnel Board's schedule be changed to say the board will meet "as needed" so staff doesn't have to cancel these meetings every month because the Personnel Board rarely meets.
- Youth Commissioner: Making the youth commissioner for the Grants Advisory Commission a voting member, per Council's direction.
- Updated Names: Staff member names were updated.

A redlined version of the changes is attached. A separate staff only version of the Administrative Standards will also be updated with these same changes if approved.

FISCAL IMPACT

There is no fiscal impact associated with this request.

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 update of meeting procedures meets the above criteria and is not subject to CEQA. No additional environmental review is required.

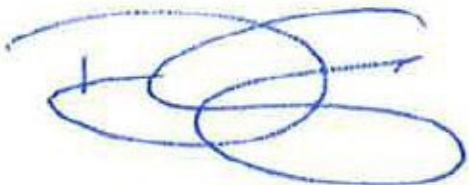
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Helen Dreyer, Assistant City Clerk

Michelle Sheidenberger, City Attorney



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-307

Revised Administrative Standards

RESOLUTION NO. 24-307

APPROVING THE CITY COUNCIL/BOARDS, COMMISSIONS, AND COMMITTEES
ADMINISTRATIVE STANDARDS UPDATES

WHEREAS, on February 20, 2019, Council adopted a resolution to consolidate the individual meeting procedures of the City Council and the thirteen Boards, Commissions, and Committees into one Administrative Standards document; and

WHEREAS, updates are now needed to the Administrative Standards due to changes in the law, changes in City policy, and to address areas currently not addressed in the standards; and

WHEREAS, the City Council/Boards, Commissions, and Committees Administrative Standards Updates, have been reviewed by City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville that the City Council/Boards, Commissions, and Committees Administrative Standards Updates are hereby approved.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



City of Roseville

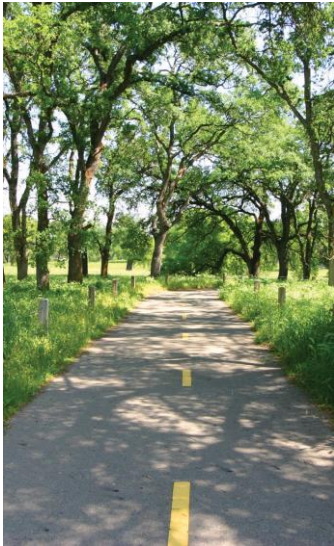
City Council/Boards, Commissions, & Committees Administrative Standards



September 4, 2024

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Contents

Purpose 2

City overview 2

 Form of government 2

 City Council 2

 City Manager and department heads 2

 City Attorney 2

 City Clerk 2

 Staff 2

 Boards, commissions and committees 2

Membership 3

 Eligibility 3

 Incompatibility of office 3

 Structure of terms of office 3

 Youth members 3

Appointment policy 3

 Procedure 3

Position requirements	4
Oath of office	4
New member training	4
Conflict of Interest Code	4
Ethics training	5
Sexual harassment training	5
Unclassified service	5
Social media	5
Dress code	5
Logo and materials	5
Attendance policy	5
Removal from office	6
Resignation	6
Safety information	6
Travel and Expenses	6
Roles and responsibilities	6
Liaison	6
Secretary	6
Chair	6
Additional role of the chair	7
Board, commission, or committee members	7
Limitations	8
Other persons	8
Spokesperson for group of persons	8
Meeting procedures	8
Other guiding documents	8
Meetings	8
Regular meetings	8
Special meetings	9
Adjourned meetings	9
Recess of a meeting	9
Closed session	9
Quorum	9
Meetings of a majority of members	9

Agendas	10
Call to Order	10
Roll Call	10
Public Comments	10
Consent Calendar	10
Requests/Presentations	10
Public Hearings	11
Council/Board Member/Commissioner/Committee/Staff Reports	11
Adjournment	11
Order of business	11
Voting	11
Majority vote	12
Tie vote	12
Abstention	12
Conflict of interest	12
Recommendations	12
Official record	12
Minutes	12
Correction to Minutes	13
Recordings	13
Agenda notice requirements	13
Open Meeting Law	13
Meetings	13
Public notice	13
Rights of the public	14
Americans with Disabilities Act	14
Limited English proficiency	14
Presentation material	14
Composition, responsibilities, and meeting dates of the City of Roseville boards, commissions, and committees	15
Charter Review Committee	15
Design Committee	15
Economic Development Advisory Committee	15
Grants Advisory Commission	16
Law and Regulation Committee	16

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Library Board	16
Local Sales Tax Citizens' Oversight Committee	17
Parks and Recreation Commission	17
Planning Commission	17
Public Utilities Commission	18
Senior Commission	19
Transportation Commission	19
Supplemental meeting procedures	20
Board of Appeals	21
Personnel Board	23
City Council	25

Purpose

This handbook shall serve as the administrative standards for all City of Roseville boards, commissions, committees and City Council members (collectively “public officials”) so that expectations and practices are clearly articulated to guide members in their actions, and to provide a uniform framework for conduct. Informational appendices are included.

City overview

Form of government

The City of Roseville Charter, adopted in 1954, establishes a council-manager form of municipal government. (Appendix I)

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City Council

The five (5) member City Council, which is comprised of four (4) members and the mayor, enacts legislation, adopts budgets, and determines policy.

City Manager and department heads

The City Manager is appointed by the City Council. The City Manager is responsible for the day-to-day management of the city and supervises the organization through department heads. Department heads are appointed by and report directly to the City Manager.

City Attorney

The City Attorney provides legal advice and support to the City Council and boards, commissions, and committees on the legal propriety of proposed actions, prepares and/or reviews all ordinances, resolutions, contracts, and other documents, represents the city in civil litigation and acts as liaison to outside special counsel.

City Clerk

The City Clerk conducts elections to elect City Council members, recruits board, commission, and committee members, establishes and tracks compliance of mandatory training, maintains city records and securities, prepares agendas and minutes for the City Council, and provides City Council action follow-up.

Staff

City staff, under the direction of the City Manager, is responsible for carrying out the policies and actions of the City Council and implementing the programs and services set out in the budget and identified in the City Council’s annual goals.

Boards, commissions and committees

Boards, commissions, and committees are established to provide a method for citizen input and are ancillary to the City Council. All board, commission, and committee members shall serve without compensation. The City of Roseville has 16 boards, commissions, and committees: Board of Appeals, Charter Review Committee*, Design Committee, Economic Development Advisory Committee, Grants Advisory Commission, Law & Regulation Committee, Library Board, Local Sales Tax Citizens’ Oversight Committee, Other Post Employment Benefits (OPEB) Trust Investment Review Committee***, Parks & Recreation Commission, Personnel Board, the Placer Mosquito Abatement & Vector Control District**, Planning Commission, Public Utilities Commission, Senior Commission, and Transportation Commission.

*Charter Review Committee is a temporary committee that each decade reviews the entire city Charter.

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***Placer Mosquito Abatement & Control District is comprised of five Placer County regional trustees. The City Council appoints one individual to serve as one of the five regional trustees.*

****OPEB Trust Investment Review Committee is comprised of eleven members (consisting of representatives from each bargaining unit (five), four retirees, and two city staff) appointed by and at the discretion of the City Manager with the purpose of providing advisory and non-binding input to city staff on investment performance and other related matters.*

Membership

Eligibility

Except for the Economic Development Advisory Committee, all members of boards, commissions, and committees shall be residents of the City at the time of their appointment and continuously during their term of office. Members of the Economic Development Advisory Committee shall either live, work, own a business, or represent a business or industry in the City at the time of their appointment and continuously during their term of office.

Individuals can only serve on a single City of Roseville board or commission at a time. Notwithstanding the foregoing, individuals may serve concurrently on a single City of Roseville board or commission and a single City of Roseville committee.

Relatives (spouses, siblings, parents, domestic partners, co-habitants, and children) cannot serve on the same board, commission, or committee at the same time. In addition, current City of Roseville employees are ineligible to serve on a board, commission, or committee.

Incompatibility of office

An individual cannot hold two conflicting public offices. Be aware that acceptance of one governmental board appointment may result in the automatic forfeiture of another public seat.

Structure of terms of office

Members of the boards, commissions, and committees serve staggered terms of four years.* No member shall serve more than two consecutive terms. In the event a person is appointed to fill an unexpired term the appointment to fill said unexpired term will be considered a partial term and will not be counted as one of the two full consecutive terms.

**Members of the Economic Development Advisory Committee serve two-year terms. There are no limitations on the number of consecutive terms a member of the Economic Development Advisory Committee may serve.*

If at the expiration of an eligible member's term the City Council has not yet appointed a replacement, the member may continue to serve on a month-to-month basis until a replacement is appointed.

Youth members

The City Council may appoint a high school student that is a resident of Roseville as a voting member of the Library Board, Parks & Recreation Commission, and the Transportation Commission, and a non-voting member of the Grants Advisory Commission. Such member shall serve only during his or her enrollment in high school and for a one-year term. Such member may be re-appointed for a second term. Youth members must be enrolled in high school during the entirety of their term. Youth members may not serve as chair or vice chair.

Appointment policy

Procedure



City Council/
Boards, Commissions
& Committees
Administrative
Standards

If a vacancy on any board, commission, or committee occurs because the current term ended, resignation, death, moving, removal from incumbent's office, ineligibility for re-appointment, etc. the following procedure will be used:

- The City Clerk will advertise the vacancy in the city's legal newspaper and on the city's website, and will notify the Roseville Chamber of Commerce, and the Roseville Coalition of Neighborhood Associations of the vacancy;
- The City Clerk will establish a deadline for receiving applications;
- Applications received after the deadline will not be accepted;
- If fewer applications are received than twice the number of openings, the City Clerk may establish a new application deadline and the vacancy re-advertised as described in the first bullet point;
- The City Clerk will conduct video interviews of all applicants;
- Applications and video interviews will be provided to the City Council;
- If a new vacancy occurs after an application deadline and before an appointment is made, a new application process will not be re-advertised;
- City Council will cast their vote at a pre-designated meeting date via ballots;
- Ballots and applications of successful applicants are made part of the record and kept on file and made available for public review upon request.

Position requirements

Oath of office

Before attending a board, commission, or committee meeting, every new member shall take the oath of office stating that he/she will faithfully discharge the duties of the board, commission, or committee to which appointed.

New member training

New board, commission, and committee members shall receive general and commission-specific training from the City Clerk Department and from the staff liaison before beginning their term.

Conflict of Interest Code

Under the Political Reform Act of 1974, all public agencies are required to adopt a Conflict of Interest Code. The code designates positions required to file Statement of Economic Interests, and assigns disclosure categories specifying the types of interests to be reported. The City of Roseville designates members of Charter Review Committee, Design Committee, the Economic Development Advisory Committee, Grants Advisory Commission, Local Sales Tax Citizens' Oversight Committee, Planning Commission, Public Utilities Commission, and Transportation Commission as required filers of an Assuming, Annual, and Leaving Form 700 Statement of Economic Interests. State law requires a fine be assessed for those who fail to file required Fair Political Practices Commission documents. If a board, commission, or committee member fails to file an Assuming Office Form 700 Statement of Economic Interests for more than thirty (30) days after the final filing date, the member will be disqualified from any participation in the meetings or other activities of the board, commission, or committee until the member both files the required Statement of Economic Interests and pays any fines associated with the failure to file. If the member fails to file and/or pay the associated fine for more than sixty (60) days after the final filing date, the member shall be removed from the board, commission, or committee by City Council action.

Ethics training

Assembly Bill 1234 imposes ethics training and compensation and reimbursement requirements on cities, counties, and special districts. For officials and board, commission, and committee members serving on or for a local agency, AB 1234 requires two (2) hours of ethics training within one year of appointment.* Thereafter, two (2) hours of ethics training every two years. Notification of this online training will be provided by the City Clerk Department. Failure to complete the online training shall result in removal from the board, commission, or committee.

Sexual harassment training

Assembly Bill 1661 imposes sexual harassment prevention training requirements on cities, counties, and special districts for officials serving on or for a local agency. Notification of this online training will be provided by the City Clerk Department.* Failure to complete the online training shall result in removal from the board, commission, or committee. In addition, the Department of Fair Employment and Housing requires all California employers to provide employees and volunteers the Department's sexual harassment pamphlet. (Appendix IV)

Unclassified service

As provided by the Charter, members of boards, commissions, and committees are considered unclassified employees and are required to comply with City of Roseville Administrative Regulation 2.03 – HARASSMENT, DISCRIMINATION, AND RETALIATION PREVENTION POLICY (Appendix II); and Roseville Administration Regulation 2.14 – ACCEPTANCE OF GIFTS AND GRATUITIES BY CITY EMPLOYEES. (Appendix III)

Social media

Statements and opinions using social media including, but not limited to Twitter, Facebook, Nextdoor, or professional networks like LinkedIn, must remain personal and cannot be intended as representing the city's nor the board, commission, or committee's official position.

In addition, the Brown Act prohibits a member of a public body from responding "directly to any communication on an Internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body." This means that if a public official posted a comment in response to another public official's social media post about a city issue, that could be a Brown Act violation, assuming the two serve on the same public body. Overall, public officials must avoid commenting, liking or otherwise responding to each other's social media posts.

Dress code

Board, commission, and committee members are expected to portray a positive and professional image and are expected to wear clean and appropriate business attire.

Shirts with the city logo are permitted while attending functions in the capacity as a board, commission, or committee member.

Logo and materials

To reflect the official nature of the board, commission, or committee and to preserve consistency of the city brand, only the official city logo that contains the words "City of Roseville", shall be used on board, commission, or committee materials.

Attendance policy

It is the expectation that board, commission, and committee members attend all meetings. If a member is absent without excuse a total of 25% or more meetings in a rolling 12-month period, or more than one meeting in a rolling 12-month period if the board, commission, or committee meets quarterly, he or she shall forfeit the office. The secretary of each board, commission, or committee shall transmit attendance records to the City Clerk. Excused absences from meetings may be for any of the following reasons:



City Council/
Boards, Commissions
& Committees
Administrative
Standards

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- Illness of the member or the member's family member;
- Family emergency related to illness or injury;
- Business commitment, notice of which was provided to the chair and secretary in advance;

- Previously scheduled vacation, notice of which was provided to the chair and secretary in advance;
- Attendance at a funeral, religious service or ceremony, wedding, or other similarly significant event, notice of which was provided to the chair and secretary in advance.

Removal from office

Except when otherwise provided by law or the City of Roseville Charter, members of boards, commissions, and committees of the city serve at the pleasure of the City Council, and may be removed by the City Council at any time with or without cause. A member's removal shall be by majority vote of the City Council.

Resignation

A member of a board, commission, or committee who wishes to resign prior to completing the member's term shall send a resignation letter to the City Clerk who shall notify the City Council and begin the recruitment process.

Safety information

- An automated external defibrillator (AED) and a cardio pulmonary resuscitation (CPR) mask are mounted on the wall next to the media control room;
- In case of an emergency, the chair should adjourn the meeting and advise everyone to exit through the double doors and gather across the street.

Travel and Expenses

Travel and other expenses incurred in connection with a public official's service on a board, commission, or committee, shall be authorized and reimbursed in accordance with the Travel and Expense Reimbursement Policy adopted by the City Council.

Roles and responsibilities

Liaison

Liaisons provide procedural direction and serve as staff support to the board, commission, or committee. The liaison is appointed from the department which most nearly encompasses the board, commission, or committee's activities.

Secretary

The secretary is appointed from the department which most nearly encompasses the board, commission, or committee's activities. The secretary assists in the board, commission, or committee's functions.

While the liaison and secretary roles are to assist the board, commission, or committee, the liaison, secretary and other staff are not employees of the board, commission, or committee. At all times, staff is strictly reportable to the department head and City Manager.

Chair

The chair and vice chair shall be selected by the board, commission, or committee members at a January or July meeting, or as soon thereafter as is practicable. Any voting member of the board, commission, or committee, except a youth member, can serve as chair and shall

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be seated at the next meeting. The length of term for the chair and vice chair shall be one (1) year. However, there are no limitations on the number of consecutive terms the chair or vice chair may serve.

The chair is the presiding officer of the meeting. In the absence of the chair, the vice chair shall be the presiding officer of the meeting. In the absence of the vice chair, a temporary chair shall be selected from among the other members present, with priority given to seniority, and shall be the presiding officer of the meeting. Upon the arrival of the chair or vice chair, the temporary chair shall relinquish the chair immediately upon the conclusion of the item of business before the members.

The chair shall preserve order at all official meetings of the board, commission, or committee and shall decide all questions of order without debate, subject to advice from the City Attorney or City Attorney designee. The chair shall not make any motion, but may second a motion. The presiding officer shall have all other rights and privileges of a board, commission, or committee member.

Additional role of the chair

- Attend City Council meetings as needed to represent the board, commission, or committee;
- Call a meeting to order and propose adjournment;
- Call for discussion and vote on motions;
- Clarify or request clarification of motions made by members;
- Rule whether motions are out of order;
- Interpret and enforce any meeting management bylaws or rules of procedure;
- Call members to order if they disregard rules of procedure or decorum for the meeting;
- Ensure that meetings are conducted in an efficient and productive manner.

Board, commission, or committee members

When the board, commission, or committee is in session, the members must preserve order and decorum. No member shall, by conversation or otherwise, delay or interrupt the proceedings or the peace of the board, commission, or committee, disturb any member while speaking, or refuse to obey the orders of the board, commission, or committee or its presiding officer.

A board, commission, or committee member is expected to:

- Attend scheduled meetings;
- Prepare in advance of meetings and be familiar with issues on the agenda;
- Contact the staff liaison if there are questions;
- Participate in meetings and carry out assignments;
- Use community members to obtain feedback on topics under consideration;
- Be considerate of fellow members and staff;
- Not direct staff;
- Not speak for the board, commission, or committee unless authorized by the board, commission, or committee;
- Not speak for the city unless authorized to do so by action of the City Council.



City Council/
Boards, Commissions
& Committees
Administrative
Standards

Limitations

Limited reports and comments at the end of the agenda are permissible as long as no action is taken.

Other persons

Persons addressing the board, commission, or committee shall step up to the podium and may, though not required, give their name for the record. All remarks shall be addressed to the body as a whole and not to any member thereof. No person, other than a member of the board, commission, or committee, staff liaison, or the person having the floor, shall be permitted to enter into any discussion without the permission of the presiding officer.

Any person making personal, impertinent or slanderous remarks, or who shall become boisterous or belligerent while addressing the board, commission, or committee, shall, by the presiding officer, be barred from further audience before the board, commission, or committee during that meeting, unless permission to continue is granted by consensus of the board, commission, or committee. (Appendix V)

Spokesperson for group of persons

Whenever any group of persons wishes to address the board, commission, or committee on the same subject matter, it shall be the discretion of the presiding officer to request that a spokesperson be chosen by the group to address the board, commission, or committee and, in case additional matters are to be presented at the time by any member of said group, to limit the number of persons addressing the board, commission, or committee, so as to avoid unnecessary repetitions. The presiding officer may set a time limit for each side of the issue.

Meeting procedures

These meeting procedures shall pertain to all City of Roseville boards, commissions, committees, and the City Council (collectively “public bodies”). To the extent these procedures do not address an issue of parliamentary procedure for legislative body meetings, “Rosenberg’s Rules of Order: Simple Parliamentary Procedures for the 21st Century” shall apply. (Appendix VI)

Other guiding documents

- The City of Roseville Charter, Roseville Municipal Code, and state statutes will govern public officials’ activities.
- Parliamentary Procedure dictates the body of rules, ethics, and customs governing meetings and other operations of clubs, organizations, legislative bodies, and deliberative assemblies.
- The Ralph M. Brown Act is an act of the California State Legislature, authored by Assembly member Ralph M. Brown and passed in 1953, that guarantees the public’s right to attend and participate in meetings of local legislative bodies. (Appendix VII)

Meetings

Regular meetings

Regular meetings shall be held as scheduled, bi-weekly, monthly, quarterly, or annually. The City Council establishes the regular meeting schedule for all boards, commissions and committees. If a regular meeting date falls on a legal holiday, the meeting shall be held at the same hour, same day the following week or may be canceled.

Special meetings

Special meetings may be called by the City Manager, the City Attorney, the City Clerk, the presiding officer, or a quorum of voting members of the public body. Notice of the special meeting must be provided to the public officials at least seventy-two (72) hours in advance, except that for time sensitive business only twenty- four (24) hours' written notice is required.

Business transacted at any special meeting shall be limited to the subject(s) recited in the notice of the special meeting. Although not required by the Brown Act, a public comment period may be provided at special meetings to allow the public to address the public body on matters not listed on the special meeting agenda.

Adjourned meetings

Any regular or special meeting may be adjourned (continued) to a specified time and place.

Recess of a meeting

A recess of a meeting may be called at the discretion of the presiding officer.

Closed session

Prior to holding a closed session, the City Council or Personnel Board shall disclose, in an open meeting, the item or items to be discussed in the closed session as they are listed on the agenda and may only consider those matters. The City Council or Personnel Board shall publicly report any action taken in closed session and the vote or abstention of every member present thereon as required by state law. No other board, commission, or committee shall conduct a closed session without the prior written consent of the City Attorney.

Quorum

A quorum is more than half ($1/2 + 1$), of all voting members of the entire public body. A quorum is based on the number of voting members of the full public body. In the absence of a quorum, a lesser number of public officials, the secretary, or City Clerk must adjourn the meeting after fifteen (15) minutes have passed. In addition, if a quorum is lost during the meeting due to a departure of a public official, a lesser number of public officials, the secretary, or City Clerk must adjourn the meeting.

Meetings of a majority of members

A meeting is a congregation of a majority of the members of a public body at the same time and place to hear, discuss, deliberate, or take action on an issue in the subject matter jurisdiction of the public body. Even if no action is taken, a gathering may constitute a meeting. This includes informal gatherings and electronic communications, with or without public attendance or city sponsorship.

The following situations would not be considered a meeting if a majority of the public body attend as long as: (1) matters within the public body's jurisdiction are not discussed, unless they are part of the program; and (2) program or events are open to the public:

- Open and publicized local publicmeeting;
- Open, noticed meeting of another body;
- Social or ceremonial event;
- Open, noticed meeting of a standing committee (can attend but cannot participate);
- Individual contacts or conversations among less than a majority of the members and a member of the public.

Although the above examples are generally not considered meetings, the City Attorney should be consulted prior to a majority of the public body attending a "non-meeting." It is often advisable to notice the meeting or limit the attendance to less than a majority of the public officials.



City Council/
Boards, Commissions
& Committees
Administrative
Standards

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Agendas

An agenda shall be prepared for each regular and special meeting containing the specific items of business to be transacted and the order thereof. Items of business may be placed on the agenda by the City Manager or the City Attorney. Items may also be placed on the agenda of any regular or special meeting with the consent of a majority of the public body obtained during the "Council/Board Member/Commissioner/Committee/Staff Reports" portion of a public meeting. Members of the public may not place items on the agenda but may request during public comments that an item be placed on a public body's future agenda. Placement of these items on the agenda is at the discretion of the City Manager, the City Attorney, or the consent of a majority of the public body.

An agenda for each meeting of a public body is prepared by the board, commission, or committee secretary or liaison or the City Clerk for the City Council. The agenda outlines the topics or items of business that will be introduced, discussed, and acted upon at each meeting. The agenda should include the date, time, and location of a meeting.

The order of business at all regular meetings shall be as follows:

- Call to Order
- Roll Call
- Pledge of Allegiance
- Public Comments
- Consent Calendar
- Requests/Presentations (and public hearings)
- Council/Board Member/Commissioner/Staff Reports
- Adjournment

Call to Order

The presiding officer of the public body shall take the chair precisely at the hour appointed for the meeting, and shall call the meeting to order.

Roll Call

The roll of the members shall be called by the board, commission, or committee secretary or the City Clerk for the City Council and the names of those present shall be entered into the minutes.

Public Comments

Public Comments is intended to allow the public to address the public body on matters not listed on the agenda. Individual comments shall be limited to three (3) minutes and shall not exceed a total of 25 minutes, unless such time is extended by the presiding officer. The presiding officer shall not permit the public to address items which are listed elsewhere on the agenda or which are not within the subject matter jurisdiction of the public body. The public body shall not engage in debate regarding, or take any action on, any matter brought under Public Comments except to refer the matter to staff or to determine that the matter should be included on a future agenda for debate and action.

Consent Calendar

The Consent Calendar consists of items that are routine or noncontroversial in nature. The entire calendar is intended to be acted on in one motion on a roll call vote. Any public official, staff, or the public may remove an item from the Consent Calendar for further discussion. Items removed from the Consent Calendar for further discussion shall be discussed separately following the approval of the remaining items on the Consent Calendar. If a public official has a question or wishes to remove an item from the Consent Calendar they should call the staff liaison or the City Clerk no later than noon the day of the meeting. The staff liaison or City Clerk

will determine if the item can be handled after the Consent Calendar or if it needs to be held over to the next meeting. The staff liaison or City Clerk shall so inform the presiding officer.

Requests/Presentations

Requests/Presentation items include presentations by staff or others, which may prompt discussion and/or action by the public body.

Public Hearings

Public hearing items include opening the public hearing, presentation by staff, presentation by applicant or appellant, and testimony from the public.

The order of business at public hearings shall be as follows:

- Open public hearing by presiding officer
- Presentation by staff
- Presentation by applicant (unless applicant is appellant)
- Presentation by appellant
- Open public comment by presiding officer
- Public comment
- Close public comment by presiding officer
- Rebuttal by appellant
- Rebuttal by applicant (unless applicant is appellant)
- Close public hearing by presiding officer
- City Council/board/commission/committee deliberation
- City Council/board/commission/committee action

Council/Board Member/Commissioner/Committee/Staff Reports

Council/Board Member/Commissioner/Committee Reports are designed for members of the public body to briefly ask staff for information, ask a question for clarification, make an announcement, report on individual assignments and activities, or to request that an item be placed on a future agenda. The latter requires a majority consensus of the public body. Caution should be used to avoid any discussion or action on such items. Individuals are allocated five (5) minutes apiece, for comments.

In addition, pursuant to the Travel and Expense Reimbursement Policy adopted by the City Council, public officials shall briefly report on any Brown Act meetings attended at city expense as well as any conferences, educational seminars or meetings with legislators or other governmental officials. If multiple public officials attended that same meeting or event, a joint report may be made.

Staff Reports are designed for staff to make brief announcements and to provide the public body with brief reports on the city's activities, projects, and services.

Adjournment

A motion to adjourn shall not be debatable. It shall be in order at any time, and;

- Cannot interrupt a speaker who has the floor;
- Cannot be amended;
- Must be seconded;
- Cannot be reconsidered;
- Must have a majority vote;
- A motion to adjourn "to another time" is debatable only as to the time to which the meeting is adjourned.

Order of business

The order of business may be changed at any time by the presiding officer or by consensus of the public body.



City Council/
Boards, Commissions
& Committees
Administrative
Standards

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Voting

All business requiring approval of the public body shall be taken individually by an affirmative or negative vote and entered into the record, except that where the vote is unanimous it shall be necessary only to stateso.

Majority vote

A majority vote is more than half of the votes actually cast. In the event a motion on an item fails to obtain a majority vote, the presiding officer at his or her discretion shall require another motion, continue the item, or (with exception of the Personnel Board or Board of Appeals) refer the item to the City Council without recommendation if the item is before a board, commission, or committee. The number of motions that may be made on an item shall be at the discretion of the presiding officer.

Tie vote

If there is a tie vote on a motion, then the motion shall fail. In the event a motion on an item results in a tie vote, the presiding officer at his or her discretion shall require another motion, continue the item, or refer the item to the City Council without recommendation if the item is before a board, commission, or committee. The number of motions that may be made on an item shall be at the discretion of the presiding officer. If the matter involves an appeal, and an affirmative vote does not occur, the result is that the decision appealed remains in effect as decided by the decision-making person, board, commission, or committee from which the appeal was taken.

Abstention

An abstention occurs when a public official, although qualified to vote on a motion, chooses not to register his or her vote. An abstention constitutes no vote whatsoever. Public officials abstaining from a vote must clearly indicate for the record the basis for the abstention. A roll-call vote shall be taken to note that the public official was present but did not vote.

Conflict of interest

When a member has a conflict of interest, or the appearance of a conflict of interest, the member must:

- Publicly state the nature of the conflict;
- Step down from the dais and leave the room until consideration of the particular item is finished, unless the item is on the Consent Calendar;
- Not be counted toward achieving a quorum while the item is being discussed.

Recommendations

When a board, commission, or committee votes to make a recommendation to the City Council, such items may not be appealed since recommendations are not considered final approvals or decisions.

Official record

Minutes

The Minutes serve as a permanent record of the public body's official actions. The board, commission, or committee secretary or the City Clerk shall be required to make a record only of such business as was actually passed upon by a vote of the public body, and shall not be required to record any remarks of public officials, or of any other person except at the special request of a public official.

Minutes of the previous meeting shall be provided to the public body prior to each meeting. The minutes may be approved by majority vote even if one or more of the voting members were not present at the meeting to which the minutes relate.

Correction to Minutes

Members of public bodies are to review minutes and make corrections if needed so that the approved minutes accurately reflect the work of the group. Corrections are made at the meeting when the minutes are brought forward for adoption. Corrections require a motion, second, and a majority vote, and, if approved, are noted in the minutes of the current meeting. Any changes to the draft minutes approved by the public body will be reflected in the minutes for the meeting at which the corrections are made.

Recordings

A recording may be made of public body meetings. Audio recordings of the meetings are to be kept for one (1) year, and video recordings are to be kept for three years after which time the recordings shall be destroyed. Recordings are not the official minutes of the public body.

Agenda notice requirements

Open Meeting Law

All of the meetings of public bodies are subject to the Ralph M. Brown Act, requiring the entire deliberative process of a public body to be open to the public.

Meetings

A meeting is defined as the convening of members, whether in person or through electronic media or other communications, of the public body for the purpose of exercising the responsibility, authority, power or duties delegated to that body. A meeting is subject to the law whenever the public body meets for official purposes. When a quorum ($1/2 + 1$) of the members of a public body are present, it is considered a meeting for official purposes. A meeting does not include social or chance gatherings.

Further, any communication, including emails, social media posts, or other electronic communication or serial conversations between some or all members, could be considered a public meeting. Information or any type of communication to be shared by one member with other members of the public body shall be sent to the staff liaison who will forward it to all members of the public body.

Public notice

The Brown Act requires that all meetings of a governmental body be preceded by an official public notice:

- Regular meetings – when the meeting is held at a regular day, time, and location, the agenda must be posted seventy-two (72) hours in advance of the meeting.
- Special meetings – when the meeting is held at a different time, different day, and/or different location than a regular meeting, then the agenda must be posted seventy-two (72) hours in advance of the meeting, except that for time sensitive business the agenda may be posted only twenty-four (24) hours in advance of the meeting.
- Adjourned meetings – regular and special meetings may be adjourned or continued to a future day if the business could not be completed at the original meeting. The time and date of the adjourned (continued) meeting must be designated and announced to the members of the public who are present at the time of adjournment, as well as recorded in the minutes.
- An agenda for each meeting of the board, commission, or committee is prepared by the board, commission, or committee secretary or liaison. An agenda for each meeting of the City Council is prepared by the City Clerk. The agenda outlines the topics or items of business that will be introduced, discussed, and acted upon at each meeting. The agenda shall also include the date, time, and location of a meeting.



City Council/
Boards, Commissions
& Committees
Administrative
Standards

Rights of the public

Pursuant to the Ralph M. Brown Act and the First Amendment, the public must be allowed to:

- Attend, observe, and speak at meetings;
- Speak without being required to provide a name, address, or other information;
- Record the meeting with audio or video recorder and take photographs;
- Review agendas and other documents distributed to a majority of the public body other than those exempt from disclosure;
- Request in writing that the agenda or agenda-related documents be mailed to them for a cost not to exceed the actual cost of providing the service;
- Obtain a copy of any audio or video (if it exists) of the meeting (there is no requirement to prepare a transcript) for a cost not to exceed the actual cost of providing the service;
- Speak to each item on the agenda and to items under the jurisdiction of the public body;
- Criticize or complain about processes or procedures;
- Protest by wearing messages on clothing, holding signs, or engaging in nonverbal forms of communication.

However, the public's rights are not unlimited. The presiding officer may have removed any individual for disrupting a meeting. "Disrupting a meeting" means engaging in behavior that actually disrupts, disturbs, impedes, or renders infeasible the ability of the public body to orderly and efficiently conduct the meeting, or substantially interferes with the rights of other audience members. Disruptive behavior includes, but is not limited to, the following:

- Shouting from the audience;
- Interrupting or speaking over a person at the podium who has been recognized to speak by the presiding officer;
- Clapping, booing, or other expressions of support or opposition to a speaker or to the public body's discussion or decision;
- Verbally harassing or physically confronting audience members, city staff, or public officials;
- Interrupting staff while engaged with the public body;
- Interrupting the public body while it is considering a matter;
- Continuing to speak at the podium once the presiding officer has announced the person's time has expired;
- Recording or broadcasting the meeting in a manner that creates noise, illumination, or obstructions of view that constitutes a persistent disruption of the proceedings;
- Failing to follow the city's meeting procedures.

Prior to having the individual removed, the presiding officer shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. If they do not promptly cease their disrupting behavior, they can be removed. No warning is required prior to removal if the individual is using force or threatening to use force.

If a group or groups of persons willfully disrupts a meeting and order cannot be restored by the removal of such individuals, the presiding officer after giving a warning may order the meeting room cleared and continue in session. No warning is required prior to removal if the group or groups of persons are using force or threatening to use force. Only matters appearing on the agenda may be considered in such session. Representatives of the press or other news media with valid credentials, except those participating in the disturbance, shall be allowed to attend such session. In addition, the presiding officer may readmit any individuals not responsible for disrupting the meeting.

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As an alternative to removing individual(s), the presiding officer may call a recess to de-escalate the situation.

These rules shall be applied in a viewpoint neutral manner and do not prohibit criticism of the city, city staff, the public body, or city policies, programs, or services.

Americans with Disabilities Act

All legislative meetings open to the public must comply with the Americans with Disabilities Act. If members of the public body or members of the public attending the meetings require special assistance to participate in a meeting, individuals must notify the staff liaison or City Clerk at least seventy-two (72) hours prior to the meeting.

Limited English proficiency

Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English are considered limited English proficient. If an individual appears before the public body and is limited English proficient and requests assistance, the individual should be provided a certified foreign language interpreter. Individuals requesting an interpreter must notify the staff liaison or City Clerk at least seventy-two (72) hours prior to the meeting. Pursuant to the Ralph M. Brown Act, individuals using an interpreter shall be provided at least twice the allotted time given to other members of the public.

Presentation material

If an individual plans to make a presentation on an agenda item and plans to use audio/visual materials, he or she must submit all audio/visual materials to the staff liaison or City Clerk at least seventy- two (72) hours prior to the meeting.

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Composition, responsibilities, and meeting dates of the City of Roseville boards, commissions, and committees

Charter Review Committee

Nine (9) members appointed by the City Council at least every ten (10) years

Responsibilities

Reviews the Charter and presents, or causes to be presented, to the City Council a written report recommending amendments, if any, which should be made to the Charter.

Meetings

The Charter Review Committee, once established, determines meeting day, time and location.

Design Committee

Three (3) members: two (2) members appointed by the City Council; one (1) member appointed by the Planning Commission; and one (1) alternate appointed by the Planning Commission

Responsibilities

- Reviews design-related applications for multiple-residential, commercial, and industrial projects.
- Reviews proposed site plans, architecture, and landscaping for conformance with the city's general plan, specific plans, and community design guidelines.
- Reviews applications required by the city's sign ordinance.

Meetings

The Design Committee meets the third Thursday of each month at 4:30 p.m. in the Civic Center meeting rooms 1 & 2, 311 Vernon Street.

**The chair of the committee shall be a current member of the Planning Commission. In the absence of the chair and vice chair of the committee, the alternate Planning Commissioner shall act as the presiding officer.*

Economic Development Advisory Committee

Seven (7) members appointed by the City Council: one (1) councilmember; one (1) Chamber of Commerce representative; and five (5) industry representatives

Responsibilities

- Ensures goals of the Roseville Economic Development Strategy (Strategy) are being met.
- Provides guidance to staff and recommendations to the City Council on implementation of the Strategy and recommends changes or additions as necessary to reflect changing economic conditions or opportunities.
- Reviews annual economic development work program and budget and makes recommendations to the City Council regarding economic development work program and budget.
- Reports to the City Council at least annually on Strategy progress and effectiveness of the Strategy.
- Review programs which assist existing and prospective businesses.



City Council/
Boards, Commissions
& Committees
Administrative
Standards

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Meetings

The Economic Development Advisory Committee meets on the fourth **Tuesday** of January, April, July, and October at 1:30 p.m. in the **Civic Center**, 311 Vernon Street.

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Grants Advisory Commission

Seven (7) members appointed by the City Council; additionally, the City Council may appoint a voting youth commissioner

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Responsibilities

- Reviews and recommends Citizens' Benefit Fund (Chapter 4.06) and Roseville Employees Annual Charitable Hearts ("REACH") fund and grant application processes and policies for grants to be approved by the City Council.
- Acts as a forum for public participation in review of Citizens' Benefit Fund and REACH grant applications.
- Annually reviews and makes recommendations on Citizens' Benefit Fund and REACH grant applications.
- Monitors approved grants and reviews annual reports for measurable outcomes.
- Recommends to the City Council the use of the interest earned by the city on the proceeds of the sale of the Roseville Community Hospital in the award of Citizens' Benefit Fund grants.

Meetings

The Grants Advisory Commission meets the second Tuesday of each month at 5:30 p.m. in the council chambers, 311 Vernon Street.

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Law and Regulation Committee

Two (2) council members, and one (1) alternate appointed by the City Council

Responsibilities

- Requests, considers, and evaluates state and federal legislation, policies and regulations brought before the Committee and makes recommendations to the full City Council on those items.
- Provides input to staff regarding concerns about the effects a specific piece of legislation, policy or regulation might have on the community.
- Requests additional information from staff regarding legislation, policies, and regulations.

Meetings

The regular day and time for meetings for the Law and Regulation Committee shall be established by resolution adopted by the City Council, as amended from time to time.

Library Board

Five (5) members appointed by the City Council; additionally, the City Council may appoint a voting youth member

Responsibilities

- Participates in strategic and long-range planning for the city library system.
- Serves as community liaisons/advocates for library programs and services.
- Reviews policies and procedures as presented by city library staff.
- Represents the library at city-sponsored functions.
- Advises the City Council on important library efforts.

Meetings

The Library Board meets the fourth Monday of odd-numbered months at 6 p.m. at various city libraries.

Local Sales Tax Citizens' Oversight Committee

Five (5) members appointed by the City Council.

Responsibilities

- Annually, review revenue receipts and expenditures of the Transactions and Use Tax.
- Annually, review status of programs and services, funded wholly or partially with proceeds from the Transactions and Use Tax.
- Annually, prepare and present an independent report to the City Council regarding the revenue and expenditures of the Transactions and Use Tax.

Meetings

The Local Sales Tax Citizens' Oversight Committee meets two to three times per year, or as determined by the City Manager.

Parks and Recreation Commission

Seven (7) members appointed by the City Council; additionally, the City Council may appoint a voting youth commissioner.

Responsibilities

- Reviews and makes recommendations on park projects, department operations, recreation programs, events and related issues.

Meetings

The Parks and Recreation Commission meets the first Monday of each month at 6 p.m. in the council chambers, 311 Vernon Street.

Planning Commission

Seven (7) members appointed by the City Council

Responsibilities

- Makes recommendations to the City Council on general plan, specific plan, zoning and other land use policy areas.



City Council/
Boards, Commissions
& Committees

Administrative
Standards

- Reviews and makes recommendations to the City Council on, and where appropriate, approves entitlements for compliance with the general plan, applicable specific plans, and other policy documents.
- Takes final action on major project permits, conditional use permits, tree permits, tentative subdivision maps, variances, and zoning interpretations.
- Determines the adequacy and consistency with the California Environmental Quality Act of environmental documentation associated with projects acted upon by the Planning Commission.
- Provides representation of the city at various conferences, before other agencies, etc.
- Provides commission members for service on special task forces/committees, as needed.
- Provides a forum for public involvement for the items listed above.

Meetings

The Planning Commission meets the second and fourth Thursdays of each month at 6:30 p.m. in the council chambers, 311 Vernon Street.

Public Utilities Commission

Seven (7) members appointed by the City Council

Responsibilities

- Studies and advises the City Council regarding all utilities and enterprises owned or operated by the city, including but not limited to, electrical, water, wastewater, recycled water, solid waste, and stormwater.
- Advises the City Council regarding planning, rates, public information, and other matters relating to such enterprises.
- Hears citizen concerns relating to utility operation and/or rates.
- Conducts public meetings and public hearings for the purpose of reviewing agreements, proposed utility-related projects, and rates prior to making a recommendation to the City Council.
- Reviews California Environmental Quality Act and National Environmental Policy Act documents for public utility-related projects.
- Advises the City Council regarding the activities of joint powers agencies, if the City Council appoints a representative of the commission to sit as a participant on the board, commission, or committee of a joint powers agency of which the city is a member.
- Quarterly reviews the departments' progress reports given to the commission to determine the progress of each utility.
- Monitors new emerging technology and services, and when appropriate, makes recommendations to the City Council.
- Provides a forum for public involvement for the items listed above.

Meetings

The Public Utilities Commission meets the fourth Tuesday of each month at 6 p.m. in the council chambers, 311 Vernon Street.

Senior Commission

Seven (7) members appointed by the City Council

Responsibilities

- Investigate opportunities for outside revenue sources (grants) which are or which may be available to provide funding for senior programs and share findings with staff.
- Highlight senior programs, services, and resources to the community.
- Serve as a forum for commission members' and residents' expression of ideas, needs, and concerns, as they affect seniors, particularly in areas over which the City of Roseville has purview
- Respond to requests for recommendations to other commissions, staff, and City Council on programs, special events, policies and services.
- Serve as the eyes and ears in the community, bringing pertinent information to staff to help improve senior services.
- Serve as ambassadors throughout the community for the services provided by the City of Roseville.

Meetings

The Senior Commission meets quarterly in February, May, August, and November on the second Wednesday of those months at 2:00 p.m. in the council chambers, 311 Vernon Street.

Transportation Commission

Seven (7) members appointed by the City Council; additionally, the City Council may appoint a voting youth commissioner

Responsibilities:

- Reviews and makes recommendations to the City Council on the general plan circulation element; the bicycle master plan, pedestrian master plan, short and long range transit plan, the capital improvement project plan; specific plan circulation plans; regional transportation plans, the public transit system; bikeway, pedestrian, transit, and roadway capital improvement projects and transportation systems management.
- Reviews and approves transportation systems management plans.
- Provides representation of the city at various conferences and before other agencies, as needed,
- Provides a forum for public involvement for the items listed above.

Meetings

The Transportation Commission meets the third Tuesday of each month at 6 p.m. in the council chambers, 311 Vernon Street.



City Council/
Boards, Commissions
& Committees
Administrative
Standards

Supplemental meeting procedures

The meeting procedures of the Board of Appeals, Personnel Board, and City Council are substantially unique and are therefore supplemented herein separately. In the event of a conflict between the Uniform Meeting Procedures and these Supplemental Meeting Procedures, the provisions of the Supplemental Meeting Procedures shall govern.

Board of Appeals

Ten to fifteen (10-15) members appointed by the City Council

Responsibilities

- Serves as an advisory body to the City Council with respect to construction, building, code enforcement, or similar matters.
- Reviews matters as provided under the Uniform Building and Housing codes.
- Serves as a pool of hearing examiners for the purpose of formation of each ad hoc hearing examiner panel as provided herein.

Semi-annual meetings

The Board of Appeals meets the second Tuesday of January and July, or as soon thereafter on a date and time as practicable, at 4:00 p.m. in the Civic Center, 311 Vernon Street. A chair and vice chair of the board shall be selected as set forth under the "Roles and responsibilities" section of these Administrative Standards.

Hearing panels

Three (3) members selected by the City Attorney or his or her designee from a pool consisting of the Board of Appeals members.

Responsibilities

- Assembles at the request of the City Attorney and may hear violations of, and consider administrative penalties for, violations of the Roseville Municipal Code or conditions of approval associated with discretionary permits.

Hearing panel

The City Attorney's office shall fix a reasonable time and date for the convening of the hearing panel to hear and adjudicate claims before it.

Selection of **hearing panel chair**

A chair for each hearing panel shall be randomly selected by the City Attorney prior to the start of the hearing and shall be announced at the start of the hearing.

Order of business

The order of business at all hearings shall be as follows:

- Call to Order
- Identification of Chair
- Pledge of Allegiance
- Public Comment
- Swear in
- Matters to be Heard
 - Staff report, complainant's statement
 - Appellant's Response
 - Rebuttals and Panel Questions
 - Panel Discussion
 - Panel Decision
- Adjournment



City Council/
Boards, Commissions
& Committees
Administrative
Standards

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Conduct of business

Agenda of matters to be heard

An agenda of matters to be heard shall be prepared by the staff liaison and shall be made available a minimum of seventy-two (72) hours before the commencement of the hearing.

Presentation material

If an individual plans to use audio/visual materials, he or she must submit all audio/visual materials to the staff liaison no later than forty-eight (48) hours prior to the hearing.

Announcement of chair

The designation of the chair [for the hearing panel](#) will be announced.

Call to order

The chair of the hearing panel shall call the meeting to order.

Swear in

All persons presenting evidence and/or testimony shall be sworn in.

Matters to be heard

The chair shall announce the matter to be heard and the panel may consider any competent and reasonable evidence. The standard of proof shall be based on the preponderance of the evidence. The panel may hear all evidence in its discretion. Formal rules of evidence shall not apply.

Staff report

The enforcement officer shall present a staff report. If applicable, the complainant may testify and present evidence. A copy of any staff report shall be provided to the responsible party/appellant at least five (5) days prior to the hearing. Additionally, a copy of the staff report shall be provided to the panel members at least five (5) days prior to the hearing.

Response, public testimony

The responsible party/appellant or the representative of the responsible party/appellant may respond to the staff report and/or the complainant. The response may include the presentation of testimony or evidence. Any materials provided by the responsible party/appellant to the City Attorney's office prior to the hearing shall also be provided to the panel members at least five (5) days before the hearing. Each side shall have five (5) minutes to make their initial presentation. If a translator is used, the person using the translator shall be provided at least ten (10) minutes for their initial presentation, which may be extended at the discretion of the chair.

Rebuttals and questions

The enforcement officer, the complainant, or the responsible party/appellant may offer rebuttal testimony. Each side shall have two (2) minutes for rebuttal. If a translator is used, the person using the translator shall be provided at least four (4) minutes for rebuttal, which may be extended at the discretion of the chair.

Rebuttal testimony is only to address relevant issues raised by the other party.

Panel discussion

Panel members may ask questions of city staff and of anyone who testified.

Decision

The chair shall close the matter and the panel may then consider the evidence. The hearing panel shall state its determination to the parties, based upon any required findings of fact.

If applicable, the chair will inform the responsible party/appellant of his/her appeal rights.

The panel shall proceed to the next matter to be heard until all such matters have been heard.

Appearances

Responsible party/appellant failure to appear

If the responsible party/appellant fails to appear for the hearing within 15 minutes after the hearing commences, the responsible party's/appellant's appeal will be automatically denied.

Complainant failure to appear

If the complainant fails to appear for the hearing within 15 minutes after the hearing commences, the responsible party's/appellant's appeal will be automatically granted as to the violation(s) dependent upon the complainant's testimony. The hearing panel may still hear any violation(s) not dependent upon the complainant's testimony.

Neither party appears

If both the responsible party/appellant and the complainant fail to appear for the hearing within 15 minutes after the hearing commences, the chair shall postpone the hearing pending rescheduling by the City Attorney. If both the responsible party/appellant and the complainant fail to appear for the rescheduled hearing within 15 minutes after the hearing commences, the responsible party's/appellant's appeal will be automatically granted as to the violation(s) dependent upon the complainant's testimony, and denied as to any violation(s) not dependent upon the complainant's testimony.

Official record

Minutes of the hearing, set off in paragraphs clearly stating the actions, findings and determinations of the panel, shall be kept by the City Attorney or the City Attorney designee. Additionally, the record may include a recording of the actual hearing (either audio, video, or stenographical) as technology permits.

Personnel Board

Five (5) members appointed by the City Council

Responsibilities:

- Provides advice to the City Council on all matters relating to personnel administration in the city service.
- Investigates and takes action on complaints of an employee or group of employees alleging unfair treatment resulting from a management decision or lack of decision.
- Interprets the city's rules and regulations governing personnel practices or working conditions.
- Investigates and decides the claim of any person that their application for employment or promotion has not been processed and considered pursuant to the Charter and the personnel rules.
- Hears and decides disciplinary, administrative and employment appeals from employees.
- Reviews and takes action on recommended changes to the personnel rules and regulations.

Meetings



City Council/
Boards, Commissions
& Committees
Administrative
Standards

The Personnel Board meets as needed in the Civic Center, 311 Vernon Street.

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Disciplinary hearings

Legal advisor

An objective legal advisor to the board shall be provided in disciplinary hearings.

Pre-hearing procedures

Not later than seventy-two (72) hours prior to the hearing, the parties shall provide to each other and the board a list of witnesses to be called, and all exhibits to be presented, at the hearing.

Hearing procedures

- A. The parties shall be notified of the time and place of the hearing.
 1. All hearings shall be conducted in closed session unless the employee requests a public hearing.
 2. The employee shall be entitled to appear personally, produce evidence, and be represented by counsel
 3. The complainant may also be represented by counsel.
 4. The board shall be guided, but shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the board.
 5. The parties may present witnesses and cross-examine witnesses
- B. The presiding officer shall rule on the admissibility of evidence and objections to the examination of witnesses during the hearing. The board may use the services of its counsel which may include assistance with ruling upon procedural questions, objections to evidence, and issues of law.
- C. The appellant/employee shall personally attend the hearing. Unexcused failure of an appellant to appear at a hearing shall be deemed a withdrawal of the appeal.

The order of business at disciplinary hearings shall be as follows:

- Call to Order
- Roll Call
- Preliminary Statement (advisor to the Personnel Board)
- Documents/stipulations
- Witnesses Sworn
- Opening Statements
- Proof of the Charges
- Proof of the Defense
- Rebuttal (if any)
- Summation
- Board Deliberations
- Board action/open session
- Adjournment

Hearing decision

The board shall affirm, modify, or revoke the recommended personnel action. The board shall announce its decision in open session and thereafter issue a written decision within thirty (30) calendar days of adjournment of the hearing. The written decision shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them. The decision of the board shall be certified to the director or designee who recommended the personnel action, and he/she shall enforce the decision. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered mail. The decision of the board shall be final.

Conduct of business

Closed sessions

Whether a disciplinary hearing is open or closed to the public as permitted by the Brown Act, during the board deliberation concerning its decision, only the board members and the board's legal advisor shall be present.

At least one week before the date set for the disciplinary hearing, an employee appealing a disciplinary action must notify the human resources director whether the appeal hearing shall be an open or closed session.

Witnesses excluded

Whenever the board is conducting a disciplinary hearing, either the employee, the city, or the board may request that all witnesses be excluded and the chair shall order the exclusion. Notwithstanding the preceding sentence, neither the disciplined employee nor the city's designated representative shall be excluded, even though one or both may be witnesses in the hearing.

Appeals

Overturning the decision of the human resources director requires an affirmative vote of a majority of the board members present and qualified to act. If there is no majority vote to grant the appeal, the appeal is denied.

Official record

The minutes of the board for closed sessions shall be filed separately and secured for privacy purposes.

Recording of meetings

A professional transcriber/recorder will record closed disciplinary hearings.

City Council

Elective officers

The electors of the city shall elect a council of five (5) members each of whom shall be elected by district by the voters in that district for a four (4) year term of office. Commencing with the General Municipal Election in November of 2020 and every four (4) years thereafter, the voters in the odd-numbered electoral districts shall elect a councilmember. Commencing with the General Municipal Election in November of 2022 and every four (4) years thereafter, the voters in the even-numbered electoral districts shall elect a councilmember. The council shall constitute the legislative and governing body of the city and shall have authority, except as otherwise provided in the Charter, to exercise all powers of the city, and to adopt such ordinances and resolutions as may be proper in the exercise thereof. No councilmember shall serve more than two (2) consecutive four (4) year terms, commencing as of a date subsequent to April 9, 1974. A partial term of less than two (2) years served due to appointment or election



City Council/
Boards, Commissions
& Committees
Administrative
Standards

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to a vacant council seat does not count as a term for purposes of this section of the Charter. However, a combination of an appointment to a vacant council seat followed by a subsequent election to fill the remainder of the unexpired term of that same vacant seat shall count as a term for purposes of this section of the Charter.

Eligibility for office

Only United States citizens may be elected or appointed officers of the city. Furthermore, in order to be eligible for city office, any councilmember elected or appointed to represent an electoral district must reside in that district and be a registered voter in that district, and any candidate for City Council must reside in, and be a registered voter in, the district in which the candidate seeks election at the time nomination papers are issued.

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Assumption of office by, meeting of council, and seating of mayor and vice mayor

The council shall be sworn in and assume office, subject to the qualifying provisions of the Charter, upon receipt of a certified statement of the results of the election pursuant to California Elections Code 15372, as it may be hereafter amended. The council shall hold its first meeting at that time. The vice mayor shall be seated by rotation in sequential order of the five (5) districts. Upon termination of a councilmembers' term of office as vice mayor, the vice mayor shall be seated as mayor. The mayor and vice mayor shall each serve a two (2) year term.

Powers and duties of mayor

The mayor shall be the official head of the city government for purposes of ceremony. The mayor shall serve as the presiding officer at meetings of the City Council and shall decide all questions of order without debate, subject to advice from the City Attorney or the City Attorney designee. The mayor may not make any motion, but may second a motion. The mayor shall have all other rights and privileges of a councilmember.

Vice mayor

In the temporary absence or disability of the mayor, the vice mayor shall exercise the duties and prerogatives of the mayor. The mayor shall, whenever possible, notify the City Clerk of the mayor's intended absence from the city. In the event both the mayor and vice mayor are unable to perform their duties, the City Council may appoint one of its members to act only as chair of a meeting.

Compensation

Each member of the City Council shall receive a salary that shall be six hundred dollars (\$600) per month for each councilmember and the mayor shall receive an additional fifty dollars (\$50) per month. Councilmembers may, upon order of the City Council, be reimbursed for reasonable and necessary expenses actually incurred in the service of the city. Confirmation of reimbursement should be received before expenditures are made.

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Auxiliary Positions

Councilmembers are expected to attend many meetings outside of the city and may or may not be compensated for their attendance. Every two years the mayor is responsible for bringing recommendations forward for the distribution of these councilmember responsibilities to serve on regional and local agencies, boards, commissions, committees, and joint power authorities. If unable to attend, councilmembers must ensure their alternates can attend to ensure a quorum of members is present.

Councilmember vacancies

- A. An office becomes vacant on the happening of any of the following events before the expiration of the councilmember's term:

1. Upon any of the grounds listed in Section 1770 of the California Government Code as it now exists or may hereafter be amended.
 2. Upon termination of residency in an electoral district by a councilmember elected or appointed to that district unless a substitute residence within the district is immediately declared and established within thirty (30) calendar days after the termination of residency.
- B. When a vacancy is, for any reason, anticipated in advance of its actual occurrence, the council shall initiate the appointment or election process in anticipation of the vacancy. The councilmember who will be vacating the seat may not participate in the process.
- C. Any vacancy on the council may be filled by a majority vote of the remaining councilmembers within sixty (60) calendar days after the vacancy occurs. A person appointed by the council to fill a vacancy shall hold office until the next feasible election. A councilmember elected to fill a vacancy thereafter shall hold office for the remainder of the unexpired term. No person may be appointed to the council more than once.
- D. If the council fails, for any reason, to fill such vacancy within the sixty (60) day period set forth in subsection c, it shall forthwith call an election for the earliest possible date to fill such vacancy. A councilmember elected to fill a vacancy shall hold office for the remainder of the unexpired term.
- E. A partial term of less than two years served either due to an appointment or an election to a vacant Council seat, does not count as a term. Further, a combination of an appointment to a vacant Council seat, followed by a subsequent election to fill the remainder of the unexpired term of the same vacant seat, does count as a term.
- F. In the event of a vacancy in the office of mayor, the vice mayor shall be seated as mayor and shall hold office for the remainder of the unexpired term being assumed. In the event of a vacancy in the office of vice mayor, a vice mayor shall be seated from the electoral district next in rotation and shall hold office for the remainder of the unexpired term being assumed. The filing of vacancies pursuant to this subsection, however, shall not disrupt the normal mayoral and vice mayoral rotation and shall not result in reducing a mayor's or vice mayor's scheduled term.

Regular meetings

The council shall hold regular meetings on the first and third Wednesday of each month; provided that, if a regular meeting date falls on a legal holiday, the meeting shall be held at the same hour, same day the following week or may be canceled. An agenda will provide the time and place of the meetings.

Special meetings

Special meetings may be called by the City Clerk, City Manager, City Attorney, or by written request of the mayor or any three (3) councilmembers by providing each councilmember with at least seventy-two (72) hours' written notice, except that for time sensitive business, only twenty-four (24) hours' written notice is required. Written notice shall be served personally, electronically, or left at each councilmembers' usual place of residence, and shall be publicly posted in accordance with the timeframes set forth in this section. Business transacted at any special meeting shall be limited to the subjects recited in the notice of such meeting.



City Council/
Boards, Commissions
& Committees
Administrative
Standards

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Meeting place

All regular meetings shall be held in the council chambers, 311 Vernon Street, unless, by consensus, the City Council decides to meet elsewhere, in which case, notice of such alternate meeting place shall be posted by the City Clerk in a public place in advance of the proposed meeting in accordance with the Ralph M. Brown Act.

Meetings to be public

Except for closed sessions permitted by general state law, all City Council meetings shall be open to the public and members of the public shall have a reasonable opportunity to be heard.

Quorum

Three (3) councilmembers shall be a quorum for the transaction of business at City Council meetings except as otherwise provided by the Charter. In the absence of a quorum, a lesser number of councilmembers or the City Clerk may adjourn the meeting to a later date.

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Attendance and conduct at meetings

The City Council may, by vote of not less than two (2) of its members, enforce orderly conduct and compel the attendance of its members and other city officers at its meetings. Any member of the City Council or other officer of the city who refuses to attend such meetings or conducts themselves in a disorderly manner shall be deemed guilty of misconduct in office. Upon request of the City Council, the City Manager shall designate a police official or officer to serve as the sergeant-at-arms of the City Council.

Council rules

The council shall determine its own rules and order of business subject to the following provisions. There shall be a journal of proceeding or minutes of all council meetings approved by the council and to which the public shall have access at all reasonable times. Within seven (7) days after any regular or special council meeting, the actions taken by the council at the meeting shall be available on the city's website, and within thirty (30) days after any regular or special council meeting, action minutes of the meeting shall be prepared by the council for its approval.

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A vote upon all ordinances and resolutions shall be taken individually by an affirmative or negative vote and entered upon the journal, except that where the vote is unanimous it shall be necessary only to so state.

Order of business

The order of business at all regular meetings of the City Council shall be as follows:

- Closed Session Call to Order
- Closed Session Roll Call
- Closed Session Public Comments
- Closed Session
- Closed Session Report Out
- Closed Session Adjournment
- Call to Order
- Roll Call
- Pledge of Allegiance
- Meeting Procedures
- Presentations
- Public Comments

- Consent Calendar
 - Minutes
 - Bids/Purchases/Services
 - Resolutions
 - Ordinances (for introduction and first reading)
 - Ordinances (for introduction and adoption – appropriation/urgency measures)
 - Ordinances (for second reading and adoption)
 - Reports/Requests
 - Ceremonial Documents
- Resolutions
- Ordinances
- Special Requests/Reports/Presentations
- Public Hearings
- Appointments
- Council/Staff/Reports/Comments
- Adjournment



City Council/
Boards, Commissions
& Committees
Administrative
Standards



CIVIC CENTER • 311 Vernon Street
Roseville, CA 95678 • roseville.ca.us

Mayor

Bruce Houdesheldt
Phone: 916-365-5863
Email: bhoudesheldt@roseville.ca.us

Vice Mayor

Krista Bernasconi
Phone: 916-223-1060
Email: kbernasconi@roseville.ca.us

Councilmembers:

Scott Alvord
Phone: 916-784-0240
Email: salvord@roseville.ca.us

Pauline Rocucci
Phone: 916-508-5807
Email: proccucci@roseville.ca.us

Tracy Mendonsa
Phone: 916-517-7778
Email: tamendonsa@roseville.ca.us

City Manager

Dominick Casey
Phone: 916-774-5362
Email: dcasey@roseville.ca.us

Assistant City Manager

Ryan DeVore
Phone: 916-774-5362
Email: rdevore@roseville.ca.us

Assistant City Manager/Chief Financial Officer

Dennis Kauffman
Phone: 916-774-5319
Email: dkauffman@roseville.ca.us

City Attorney

Michelle Sheidenberger
Phone: 916-774-5325
Email: msheidenberger@roseville.ca.us

City Clerk

Carmen Avalos
Phone: 916-774-5263
Email: cavalos@roseville.ca.us



Board/Commission/Committee Liaisons

Board of Appeals

Travis Cochran
Phone: 916-774-5325
Email: tecochran@roseville.ca.us

Design Committee

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

Economic Development Advisory Committee

Melissa Anguiano
Phone: 916-774-5284
Email: mvanguiano@roseville.ca.us

Grants Advisory Commission

~~Megan Scheid~~
Phone: 916-774-5455
Email: mscheid@roseville.ca.us

Library Board

Natasha Martin
Phone: 916-774-5234
Email: nmartin@roseville.ca.us

Local Sales Tax Citizens Oversight Committee

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

Parks & Recreation Commission

Jill Geller
Phone: 916-774-5249
Email: jageller@roseville.ca.us

Personnel Board

Stacey Peterson
Phone: 916-774-5374
Email: speterson@roseville.ca.us

Planning Commission

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

Public Utilities Commission

Daniel Beans
Phone: 916-774-5603
Email: dcbeans@roseville.ca.us

Richard Plecker
Phone: 916-746-1704
Email: rplecker@roseville.ca.us

Senior Commission

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

Transportation Commission

Ed Scofield
Phone: 916-774-5449
Email: escofield@roseville.ca.us

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Dion Louthan Phone: 916-774-5362¶
Email: ¶

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COUNCIL COMMUNICATION

CC #: 3521
File #: 0900-02

Title: Natural Gas Transportation - Service Agreements
Contact: Long Zhang 916-774-5652 lzhang@roseville.ca.us

Meeting Date: 9/4/2024
Item #: 6.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute natural gas transportation service agreements with the Pacific Gas and Electric Company (PG&E) for delivery to the Roseville Energy Park (Service Agreement No. 6339329216) and the Roseville Power Plant 2 (Service Agreement No. 1077285083).

BACKGROUND

Roseville Electric Utility maintains a diverse portfolio of generating resources to meet the electric needs of businesses and residences in the City of Roseville. Among these resources are two natural gas facilities that Roseville Electric owns and operates: the Roseville Energy Park (REP) and Roseville Power Plant 2 (RPP2). The natural gas for these plants is supplied through Pacific Gas and Electric Company's (PG&E) pipeline infrastructure. These local generating facilities are directly connected to our electric system and play a crucial role in maintaining service reliability and keeping electric rates affordable for Roseville residents.

Council approved the current natural gas transportation service agreements with PG&E in December 2022 (Resolutions 22-470 and 22-471). These negotiated gas transportation rates offer more cost-effective delivery services than PG&E's standard rates, ensuring efficient operation of our natural gas facilities. The current agreements will expire on September 30, 2024, and the new agreements will be effective starting October 1, 2024, through December 31, 2026. These agreements provide an important mechanism to manage our gas transportation costs associated with the operation of Roseville Electric's natural gas facilities.

FISCAL IMPACT

The recommended natural gas transportation service agreements are estimated to cost approximately \$6 million annually, resulting in an estimated annual savings of about \$5 million compared to the PG&E's standard tariff rate. Funding for these agreements is included in the Electric Department's FY2024-25 budget in the Electric 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. The approval of the contracts meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world.

Goal F - Invest in well-planned infrastructure and growth.

Respectfully Submitted,

Long Zhang, Electric Business Analyst

Daniel Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-315

REP Agreement

RPP2 Agreement

RESOLUTION NO. 24- 315

APPROVING NATURAL GAS SERVICE AGREEMENTS, BY AND BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSVILLE

WHEREAS, Natural Gas Service Agreements, for natural gas transportation service used for fuel deliveries to the Roseville Energy Park (Service Agreement No. 6339329216) and Roseville Power Plant 2 (Service Agreement No. 1077285083) facilities, by and between Pacific Gas and Electric Company and the City of Roseville, have been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreements are approved and that the City Manager is authorized to execute them 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:

ATTEST:

MAYOR

City Clerk

Distribution:

Customer (Original)

T&C (Original)

Division (Copy)

Customer Billing (Copy)

Transp. ID No.:7080034

Service Agreement No:6339329216

Acct. Rep:Charlene Alvarez

Rep Co. Phone:

Rep External Phone:(916)-650-8957

Corp. Acct. Rep Name:

Corp. Acct. Rep phone:

The Exhibits to the Agreement dated 04/01/2007 , between Pacific Gas and Electric Company (PG&E), a California Corporation, and CITY OF ROSEVILLE (Customer), have been revised.
The attached Exhibit (s) replace and supersede the Exhibits listed below, and are to be effective 10/01/2024 (effective date).

- ☐Exhibit A.1 (Rates and Metering Information)
- ☐Exhibit A.2 (Negotiated Terms ☐ and Conditions)
- ☐Exhibit A.EG (Rates and Metering Information)
- ☒Exhibit A.EG-NEG (Negotiated Terms and Conditions)
- ☐Exhibit A.WSL (Rates and Metering Information)
- ☐Exhibit A.NGV4 (Rates and Metering Information)
- ☐Exhibit B (Contract Quantities)
- ☐Exhibit C (Scheduling and Operations Data)
- ☐Exhibit D (Customer Contact and Billing Addresses)

by (For Customer)

(for Pacific Gas and Electric Company)

(Signature)

Dominick Casey

Name

City Manager

(Title)

(Date)

(Signature)

Austin Hastings

Name

Vice President, Gas Engineering

(Title)

(Date)

CUSTOMER NAME: CITY OF ROSEVILLE**Transp.ID No:** 7080034

If Exhibit A.EG-NEG is used, then an Exhibits A.EG must also be completed to indicate the standard rates provided in conjunction with the negotiated provisions specified below. Exhibit A.EG is also needed to specify the accounting and metering information.

NONCORE RATE SCHEDULE(S) AND CONTRACT QUANTITIES:

Customer elects to receive natural gas service under the terms and conditions of Schedule G-EG (Gas Transportation Service to Electric Generation) under the negotiated terms and conditions set forth below. All terms and conditions not expressly set forth will be considered to be unchanged from the standard provision specified in Schedule G-EG.

1. TERM

The negotiated provisions indicated in this Exhibit A.EG-NEG shall be for _____ days, or 27 months (only indicate days if these provisions are for less than one (1) month), and become effective on 10/01/2024 (date). After the end of the initial term, negotiated provision will: (select only one option)

☐ terminate on _____ (end date), or;

☒ Continue on a day-to-day basis until terminated upon thirty (30) days written notice by PG&E or Customer.

2. NEGOTIATED RATES:**Monthly Charge:**

Average Monthly LT Fixed Charge 2024: \$114,738

Average Monthly LT Fixed Charge 2025: \$121,242

Average Monthly LT Fixed Charge 2026: \$127,241

Volumetric Charge:

Equal to the G-EG total tariff charge on Preliminary Statement B less \$1.67964 per Dth for 2024, \$1.7746 per Dth for 2025, and \$1.8624 per Dth for 2026 (represents rate with 5% of the local transmission component for each year). The volumetric charge is calculated utilizing the standard G-EG rate as provided in PG&E tariffs and is subject to change anytime during the Term of the contract as defined in Section 1.

3. USE-OR-PAY OBLIGATION:

None

4. OTHER SPECIAL INSTRUCTIONS OR PROVISIONS:

See Supplemental document for additional terms and information

NGSA G-EG LT Supplemental Document - Additional Terms and Conditions

1. Customers who have a Greenhouse Gas (GHG) compliance obligation under the California Cap and Trade program will not pay the AB 32 GHG Compliance Cost and NCA – ARB AB32 COI component of the G-EG rate.
2. This Negotiated Rate Exhibit A. for Gas Transportation Service to Electric Generation (A.EG-NEG) will continue until the implementation of the 2027 Gas Transmission and Storage Cost Allocation Rate Design (GT&S CARD). Should the 2027 GT&S CARD rates not be implemented by January 1, 2027, the previous GT&S CARD fixed local transmission charges and residual local transmission volumetric rate would remain in effect.¹ From January 1, 2027, until the 2027 GT&S CARD has been approved and implemented, this rate design will have the fixed rate component as well as the changing volumetric component.
3. PG&E will provide at least thirty (30) days written notice to the customer prior to the termination of the current Negotiated Rate Exhibit A. for Gas Transportation Service to Electric Generation (A.EG-NEG) as per section 1 (Term).²
4. A customer that elects the Electric Generation Local Transmission (G-EG LT) Fixed/Variable Rate Option has the right to return to the standard all-volumetric rate design if:³
 - a. The generating facility experiences a forced outage or an unplanned, but reasonably necessary, maintenance outage, in each case lasting at least 6 (six) months, or
 - b. A regulatory or legal change occurs that will substantially reduce the power plant's output or the number of hours per year it operates. Regulatory or legal changes include, but are not limited to, permitting, licensing, or industrywide structural changes beyond the control of the generator.
5. During the initial term of the contract, the customer has the right to cancel the agreement if the Electric Generation (G-EG LT) plant is to be permanently closed or if a regulatory change occurs which will substantially reduce the electric generation plants output or number of hours per year it operates. Regulatory changes include, but are not limited to permitting, licensing, entering, or exiting CAISO markets, or industry-wide structural changes.
6. A customer choosing the G-EG LT Fixed/Variable Rate Option must pay the fixed charge unless a force majeure event takes the plant out of service, or the unit is retired. A customer under the EG-LT Fixed/Variable Rate Option may take the plant out of service for non-force majeure reasons, close its account and avoid paying fixed charges. If it does so, but then re-establishes the service, it must pay a true-up for avoided fixed charges of up to 6 (six) months.⁴
7. If PG&E were unable to deliver gas to the customer due to an outage or maintenance on the local transmission system, PG&E will prorate the **fixed fee** for the duration of the event.

¹ D.24-03-002, Appendix A Settlement Agreement, Attachment 1 All-Customer Group Settlement, p. 3.

² D.24-03-002, Appendix A Settlement Agreement, Attachment 1 All-Customer Group Settlement, p. 3.

³ D.24-03-002, Appendix A Settlement Agreement, Attachment 1 All-Customer Group Settlement, p. 4.

⁴ D.24-03-002, Appendix A Settlement Agreement, Attachment 1 All-Customer Group Settlement, p. 4.

Distribution:

Customer (Original)

T&C (Original)

Division (Copy)

Customer Billing (Copy)

Transp. ID No.:7090091

Service Agreement No:1077285083

Acct. Rep:Charlene Alvarez

Rep Co. Phone:

Rep External Phone:(916)-650-8957

Corp. Acct. Rep Name:

Corp. Acct. Rep phone:

The Exhibits to the Agreement dated 09/01/2010 , between Pacific Gas and Electric Company (PG&E), a California Corporation, and CITY OF ROSEVILLE (Customer), have been revised.
The attached Exhibit (s) replace and supersede the Exhibits listed below, and are to be effective 10/01/2024 (effective date).

- ☐Exhibit A.1 (Rates and Metering Information)
- ☐Exhibit A.2 (Negotiated Terms ☐ and Conditions)
- ☐Exhibit A.EG (Rates and Metering Information)
- ☒Exhibit A.EG-NEG (Negotiated Terms and Conditions)
- ☐Exhibit A.WSL (Rates and Metering Information)
- ☐Exhibit A.NGV4 (Rates and Metering Information)
- ☐Exhibit B (Contract Quantities)
- ☐Exhibit C (Scheduling and Operations Data)
- ☐Exhibit D (Customer Contact and Billing Addresses)

by (For Customer)

(for Pacific Gas and Electric Company)

(Signature)

Dominick Casey

Name

City Manager

(Title)

(Date)

(Signature)

Connie Sabin

Name

Manager, Business Development & Implementation

(Title)

(Date)



CUSTOMER NAME: CITY OF ROSEVILLE

Transp.ID No: 7090091

If Exhibit A.EG-NEG is used, then an Exhibits A.EG must also be completed to indicate the standard rates provided in conjunction with the negotiated provisions specified below. Exhibit A.EG is also needed to specify the accounting and metering information.

NONCORE RATE SCHEDULE(S) AND CONTRACT QUANTITIES:

Customer elects to receive natural gas service under the terms and conditions of Schedule G-EG (Gas Transportation Service to Electric Generation) under the negotiated terms and conditions set forth below. All terms and conditions not expressly set forth will be considered to be unchanged from the standard provision specified in Schedule G-EG.

1. TERM

The negotiated provisions indicated in this Exhibit A.EG-NEG shall be for _____ days, or 27 months

(only indicate days if these provisions are for less than one (1) month), and become effective on 10/01/2024

(date). After the end of the initial term, negotiated provision will: (select only one option)

☐ terminate on _____ (end date), or;

☒ Continue on a day-to-day basis until terminated upon thirty (30) days written notice by PG&E or Customer.

2. NEGOTIATED RATES:

Monthly Charge:

Average Monthly LT Fixed Charge 2024: \$2,798

Average Monthly LT Fixed Charge 2025: \$2,957

Average Monthly LT Fixed Charge 2026: \$3,103

Volumetric Charge:

Equal to the G-EG total tariff charge on Preliminary Statement B less \$1.67964 per Dth for 2024, \$1.7746 per Dth for 2025, and \$1.8624 per Dth for 2026 (represents rate with 5% of the local transmission component for each year). The volumetric charge is calculated utilizing the standard G-EG rate as provided in PG&E tariffs and is subject to change anytime during the Term of the contract as defined in Section 1.

3. USE-OR-PAY OBLIGATION:

None

4. OTHER SPECIAL INSTRUCTIONS OR PROVISIONS:

See Supplemental document for additional terms and information

NGSA G-EG LT Supplemental Document - Additional Terms and Conditions

1. Customers who have a Greenhouse Gas (GHG) compliance obligation under the California Cap and Trade program will not pay the AB 32 GHG Compliance Cost and NCA – ARB AB32 COI component of the G-EG rate.
2. This Negotiated Rate Exhibit A. for Gas Transportation Service to Electric Generation (A.EG-NEG) will continue until the implementation of the 2027 Gas Transmission and Storage Cost Allocation Rate Design (GT&S CARD). Should the 2027 GT&S CARD rates not be implemented by January 1, 2027, the previous GT&S CARD fixed local transmission charges and residual local transmission volumetric rate would remain in effect.¹ From January 1, 2027, until the 2027 GT&S CARD has been approved and implemented, this rate design will have the fixed rate component as well as the changing volumetric component.
3. PG&E will provide at least thirty (30) days written notice to the customer prior to the termination of the current Negotiated Rate Exhibit A. for Gas Transportation Service to Electric Generation (A.EG-NEG) as per section 1 (Term).²
4. A customer that elects the Electric Generation Local Transmission (G-EG LT) Fixed/Variable Rate Option has the right to return to the standard all-volumetric rate design if:³
 - a. The generating facility experiences a forced outage or an unplanned, but reasonably necessary, maintenance outage, in each case lasting at least 6 (six) months, or
 - b. A regulatory or legal change occurs that will substantially reduce the power plant's output or the number of hours per year it operates. Regulatory or legal changes include, but are not limited to, permitting, licensing, or industrywide structural changes beyond the control of the generator.
5. During the initial term of the contract, the customer has the right to cancel the agreement if the Electric Generation (G-EG LT) plant is to be permanently closed or if a regulatory change occurs which will substantially reduce the electric generation plants output or number of hours per year it operates. Regulatory changes include, but are not limited to permitting, licensing, entering, or exiting CAISO markets, or industry-wide structural changes.
6. A customer choosing the G-EG LT Fixed/Variable Rate Option must pay the fixed charge unless a force majeure event takes the plant out of service, or the unit is retired. A customer under the EG-LT Fixed/Variable Rate Option may take the plant out of service for non-force majeure reasons, close its account and avoid paying fixed charges. If it does so, but then re-establishes the service, it must pay a true-up for avoided fixed charges of up to 6 (six) months.⁴
7. If PG&E were unable to deliver gas to the customer due to an outage or maintenance on the local transmission system, PG&E will prorate the **fixed fee** for the duration of the event.

¹ D.24-03-002, Appendix A Settlement Agreement, Attachment 1 All-Customer Group Settlement, p. 3.

² D.24-03-002, Appendix A Settlement Agreement, Attachment 1 All-Customer Group Settlement, p. 3.

³ D.24-03-002, Appendix A Settlement Agreement, Attachment 1 All-Customer Group Settlement, p. 4.

⁴ D.24-03-002, Appendix A Settlement Agreement, Attachment 1 All-Customer Group Settlement, p. 4.



COUNCIL COMMUNICATION

CC #: 3529

File #: 0110 & 0201-01

Title: Parking Management Plan Update - Budget Adjustment

Contact: Wayne Wiley 916-774-5283 wwiley@roseville.ca.us

Meeting Date: 9/4/2024

Item #: 6.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance approving a budget adjustment in the amount of \$55,000 from the Strategic Improvement Fund (SIF) for the preparation of an updated Downtown Parking Management Plan.

BACKGROUND

In October 2008, a draft Downtown Parking Management Plan (PMP) was prepared to outline strategies that would maximize the efficiency and effectiveness of parking resources located in the Downtown Specific Plan (DTSP) area. The PMP was developed to ensure parking was properly managed throughout downtown Roseville and Historic Old Town, consistent with the vision of the specific plan. Particular areas of focus included the elimination of free timed parking, development of a valet parking program, implementation of increased parking enforcement, and analysis of available parking supply.

To date, the current development conditions have significantly changed since the initial study was prepared and additional development is currently underway (or proposed). In addition, state legislation (AB 2097) was adopted in 2022, prohibiting public agencies from imposing minimum parking requirements on most development projects located within ½ mile of public transit. As a result, AB 2097 will impact parking in Downtown Roseville and Historic Old Town. Based on the changes that have occurred within the DTSP, and those currently underway, staff proposes an update to the parking management plan to analyze current parking conditions and better understand future parking needs. An updated parking analysis will consider current parking capacity and uses, include an updated parking management program, and evaluate parking needs based on build-out of anticipated downtown redevelopment opportunities. Results of the PMP, along with any implementation of the plan, will be presented to Council at a future date for discussion and adoption.

FISCAL IMPACT

Approval of this budget adjustment results in the appropriation of \$55,000 from the City's Strategic Improvement Fund (SIF) and will not impact the General Fund. The proposed PMP update will result in economic impacts that are difficult to quantify at this time but may include potential business expansion opportunities, improved circulation, potential generation of parking fees in the future and better analysis of redevelopment opportunities.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal D - Enhance economic vitality

Respectfully Submitted,

Wayne Wiley, Economic Development Manager

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6864

ORDINANCE NO. 6864

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2024-25, is hereby amended as listed on the attached budget adjustment for the Parking Management Plan Update project.

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

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

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 5/24/2024

REQUESTER NAME & TITLE:	Wayne Wiley, Economic Development Manager	FISCAL YEAR:	2024-25
PREPARER NAME & TITLE:	Wayne Wiley, Economic Development Manager	COUNCIL DATE (if applicable):	09/04/24
DEPARTMENT/DIVISION:	Economic Development	ORDINANCE:	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1030	5301	54001		55,000	Increase budget for the preparation of the Downtown Parking Management Plan document update
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				55,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
REVENUES/TRANSFERS IN TOTAL				-	

NET ADJUSTMENT	55,000	
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1030	3601	00000	000000	(55,000)	Reduce Strategic Improvement Fund balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(55,000)	

Justification for Budget Adjustment:

Economic Development requests approval of a budget adjustment to allocate \$55,000 from the Strategic Improvement Fund (SIF) for the preparation of an updated Downtown Parking Management Plan. This budget adjustment will authorize funds to update an existing parking study that will analyze parking availability, fee-based parking, and parking utilization within the downtown specific plan.



COUNCIL COMMUNICATION

CC #: 3523

File #: 0800-02 & 0214

Title: CalRecycle Grant Funding – Capital Improvement Project Approval and Budget Adjustment

Contact: Michelle White 916-774-5774 mjwhite@roseville.ca.us

Meeting Date: 9/4/2024

Item #: 6.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the establishment of a new Capital Improvement Project – CalRecycle Grant - SB 1383 Program Implementation (OWR4) Project (the "Project"), and adopt an ordinance to approve a budget adjustment appropriating \$404,054 in the Waste Services Operations Fund to the Project for SB 1383 program implementation.

BACKGROUND

On February 16, 2022, City Council adopted a resolution authorizing staff to submit applications to apply for CalRecycle grant programs which are offered occasionally to local jurisdictions for the collection, management, or recycling of various wastes.

CalRecycle began administering a one-time, non-competitive grant program to provide aid to local jurisdictions in the implementation of SB 1383 regulations. The City of Roseville applied for and was awarded a one-time, advance payment of \$404,054 from the available statewide funds. The funds can be used in any of the following SB 1383 areas: capacity planning, collection, edible food recovery, education and outreach enforcement and inspection, program evaluation/gap analysis, procurement requirements, and/or record keeping. The City plans to use these funds to offset the cost of SB 1383 mandates, such as collection containers. To date, Waste Services staff have been actively implementing SB 1383 requirements by conducting pilot studies; planning for organics processing capacity; conducting inspections for the edible food recovery program; providing educational materials to customers; and preparing a procurement policy and municipal code updates that were adopted by City Council on December 15, 2021, and June 1, 2022, respectively.

FISCAL IMPACT

Staff recommends approval of a budget adjustment for \$404,054 to capture the grant revenue from CalRecycle and associated expenses. This will be administered through a new project

(CalRecycle Grant - SB 1383 Program Implementation) in the Waste Services Operations Fund. Since the project's expenses will be funded entirely by the grant, there will be no effect on the available resources in the Waste Services Operations Fund. No matching funds are required and there is no fiscal impact to 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 Section 21065 and CEQA State Guidelines Section 15060(c)(3) and Section 15378. Approval of a budget adjustment meets the above criteria and is not subject to CEQA. No additional environment review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Michelle White, Environmental Utilities Compliance Administrator

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6862

ORDINANCE NO. 6862

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2024-25, is hereby amended as listed on the attached budget adjustment for the CalRecycle Grant - SB 1383 Program Implementation.

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

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

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 5/24/2024

REQUESTER NAME & TITLE:	Michelle White, EU Compliance Administrator	FISCAL YEAR:	2024-25
PREPARER NAME & TITLE:	Linda York, EU Business Analyst	COUNCIL DATE (if applicable):	09/04/24
DEPARTMENT/DIVISION:	EU/Waste Services	ORDINANCE:	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6301	5395	84001	700068	404,054	Establish expense budget in the new CalRecycle FY23 SB 1383 Local Assistance Grant OWR4 Project
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				404,054	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6301	4410	84001	700068	404,054	Establish grant revenue budget in the new CalRecycle FY23 SB 1383 Local Assistance Grant OWR4 Project
REVENUES/TRANSFERS IN TOTAL				404,054	

NET ADJUSTMENT

-

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				-	

Justification for Budget Adjustment:

Staff recommends that Council authorize the establishment of a new Non-Capital Multi-Year Project, which is a grant project – CalRecycle FY23 SB 1383 Local Assistance Grant OWR4 Project (the "Project"), and adopt an ordinance to approve a budget adjustment. The City was granted \$404,054 from CalRecycle, a department under CalEPA. The Environmental Utilities Waste Services Utility will use this funding to meet regulatory requirements for SB 1383. The budget adjustment establishes the budget for the grant revenue and accompanying expense, resulting in no net effect on the Waste Services Operations Fund.



COUNCIL COMMUNICATION

CC #: 3522

File #: 0709-03 & 0201-01

Title:	Sierra Vista Parcel Acquisition Project - Community Development Block Grant Loan Agreement and Budget Adjustment
Contact:	Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us Claudia Carreno 916-774-5476 ccarreno@roseville.ca.us

Meeting Date: 9/4/2024

Item #: 6.14.

RECOMMENDATION TO COUNCIL

Staff requests that the City Council:

- 1) Adopt a resolution approving a loan agreement between the City and Greek Orthodox Housing Corporation, funded by the Community Development Block Grant, to fund the Sierra Vista Parcel Acquisition Project for affordable housing development and authorizing the City Manager to execute necessary documents on behalf of the City of Roseville; and
- 2) Adopt an ordinance authorizing a budget adjustment to increase the Grants Deferred Loans expenditure budget by \$571,850 in the Community Development Block Grant Fund.

BACKGROUND

As an entitlement jurisdiction, the City of Roseville receives an annual allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) to promote affordable housing and community development programs for low-income residents. Each year, the City must produce an Annual Action Plan outlining how CDBG funds will be used to address the goals of the five year Consolidated Plan. On May 3, 2023, Council approved the Annual Action Plan for the 2023/24 program year, which included a proposed project to allocate \$412,987 toward affordable rental housing development to benefit low-income households and individuals.

In August of 2023, staff released a Notification of Funding Availability (NOFA) in pursuit of a qualified affordable housing developer or project sponsor to award funds to be used for proposed affordable housing development, requesting interested parties to submit proposals for planned projects. The amount of financial assistance allocated to eligible acquisitions under the NOFA was a minimum of \$412,987 and up to a maximum of \$598,000. No proposals were received in response to the NOFA. In September 2023, staff re-released the NOFA, providing an extended deadline for submissions and two proposals were submitted. Both applications received were deemed incomplete due to lack of sufficient information to determine an award. The NOFA was

re-opened for a third time in December 2023. A single application was received from the non-profit organization Greek Orthodox Housing Corporation (GOHC), requesting assistance with acquiring vacant land known as Sierra Vista parcel JM-30, located at 4950 Upland Drive, Roseville (Sierra Vista Parcel Acquisition Project). The project site is already designated for affordable housing in the Sierra Vista Specific Plan.

The developer anticipates acquiring the land by late summer 2024 for development of the Sierra Vista Apartments. The proposed Sierra Vista Apartments is a 176-unit rental project, with a mix of 50 one-bedroom units (approximately 615 SF), 81 two-bedroom units (approximately 840 SF), and 45 three-bedroom units (approximately 1,060 SF). The Sierra Vista Apartments is expected to be completed by 2026 and will be 100% affordable and provide housing for families earning up to 80% of the area median income (AMI) for Placer County. The purchase price for the acquisition of Sierra Vista parcel JM-30 will total \$2,000,000 in addition to closing costs. The GOHC's request to the City is for a \$571,850 loan to be used toward the purchase costs. The loan will be funded with CDBG funds from 2023, along with carryover funds from prior year (2020, 2021, and 2022) grants. The GOHC will provide the remaining funds necessary for the Sierra Vista Parcel Acquisition Project.

Staff is requesting approval of the loan agreement and the attached budget adjustment, as well as authority to finalize and sign the Promissory Note, Deed of Trust, and any other documents necessary to fund and issue a CDBG loan to the GOHC for the Sierra Vista Parcel Acquisition Project. Once HUD grants the Authority to Use Grant Funds, the loan documents will be executed. A Regulatory Agreement will be required to establish 176 units for lower-income households and restrict the occupancy, operation, ownership, and management of the project. Once finalized, staff will bring forward the necessary Regulatory Agreement for Council review and consideration. The recommended agreement before Council will continue to support the City's Regional Housing Needs Assessment (RHNA) goals and General Plan.

FISCAL IMPACT

CDBG funding is provided as a federal grant to the City. These grants are used to offset potential costs to the General Fund and to serve the low-income community. The recommended budget adjustment will increase the Grants Deferred Loans expenditure budget in the Community Development Block Grant Fund by \$571,850 to fund the Sierra Vista Parcel Acquisition Project for affordable housing development. This item does not impact the City's General Fund.

ENVIRONMENTAL REVIEW

Development of the Sierra Vista Apartments was previously evaluated in the Sierra Vista Specific Plan EIR (certified May 5, 2010 and SCH# 2008032115), and identified in the associated Sierra Vista Specific Plan. Construction of the Sierra Vista Apartments is found to be within the scope of the project covered by the Sierra Vista Specific Plan Final EIR, and is therefore exempt from CEQA pursuant to Section 15182. As discussed in the Specific Plan EIR, the EIR provides environmental analyses of community infrastructure and facilities, including residential subdivisions. Because the project is consistent with the Sierra Vista Specific Plan Final EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be implemented during the design and construction of the Sierra Vista Apartments. Because the proposed project meets the requirements identified in the State CEQA Guidelines Section 15183, no additional CEQA review is required.

Staff has also completed the necessary National Environmental Protection Act (NEPA) review, as implemented by the Department of Housing and Urban Development (HUD) for the use of CDBG funds at 24 CFR Part 58. As a result of the NEPA review, staff has concluded a finding of no significant impact, as the project will not result in a significant impact on the quality of the human environment.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Kristine Faelz, Housing Analyst

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-316

Loan Agreement

Ordinance 6861

RESOLUTION NO. 24-316

APPROVING A LOAN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND GREEK ORTHODOX HOUSING CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT, THE PROMISSORY NOTE, DEED OF TRUST AND ANY DOCUMENTS NECESSARY TO FUND AND ISSUE THE COMMUNITY DEVELOPMENT BLOCK GRANT LOAN, ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, as an entitlement jurisdiction, the City of Roseville receives an annual allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development to promote affordable housing and community development programs for low-income residents; and

WHEREAS, in August of 2023, staff released a Notification of Funding Availability (NOFA) in pursuit of a qualified affordable housing developer or project sponsor to award funds to be used for proposed affordable housing development, requesting interested parties to submit proposals for planned projects; and

WHEREAS, a single application was received from the non-profit organization Greek Orthodox Housing Corporation (GOHC), requesting assistance with acquiring vacant land known as Sierra Vista parcel JM-30, located at 4950 Upland Drive, Roseville (Sierra Vista Parcel Acquisition Project); and

WHEREAS, the proposed Sierra Vista Apartments is a 176-unit rental project and is expected to be completed by 2026; and

WHEREAS, staff is requesting approval of a loan agreement with Greek Orthodox Housing Corporation, as well as the associated Promissory Note, Deed of Trust, and any other documents necessary to fund and issue a CDBG loan to the GOHC for the Sierra Vista Parcel Acquisition project; and

WHEREAS, the Loan Agreement for Greek Orthodox Housing Corporation located at 4950 Upland Drive, Roseville, CA, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Loan Agreement with Greek Orthodox Housing Corporation is hereby approved and the City Manager is authorized to execute it as well as the associated Promissory Note, Deed of Trust and other documents necessary to fund and issue a CDBG loan, 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

LOAN AGREEMENT FOR 4950 UPLAND DRIVE PROPERTY ACQUISITION
(COMMUNITY DEVELOPMENT BLOCK GRANT)

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by
and between the City of Roseville, a municipal corporation ("CITY") and Greek Orthodox
Housing Corporation, a California nonprofit corporation ("SUBRECIPIENT").

W I T N E S S E T H:

WHEREAS, SUBRECIPIENT is a nonprofit corporation organized under the laws of the
State of California and qualifying for federal tax exempt status; and

WHEREAS, CITY has allocated Community Development Block Grant (CDBG) funds
for SUBRECIPIENT's acquisition of vacant land located at 4950 Upland Drive (the "Property");
and

NOW, THEREFORE, the parties agree as follows:

1. Loan. CITY hereby agrees to loan CDBG funds to SUBRECIPIENT in an
amount not to exceed five hundred seventy-one thousand eight hundred fifty dollars
(\$571,850.00) (the "Loan"). The amount of the Loan will be determined during the escrow
process and made on the terms set forth in this Agreement and in the Promissory Note and Deed
of Trust, copies of which are attached hereto as Exhibits "A" and "B," respectively. Subsequent
to the execution of this Agreement, the parties agree to execute the Promissory Note and Deed of
Trust in substantially the same forms as Exhibits "A" and "B," respectively.

2. Term. The term of this Agreement shall commence upon disbursement of the loan funds (Commencement Date) and shall terminate on the fifty fifth (55th) anniversary of the Commencement Date, if not terminated earlier by reason of default or repayment of the loan.

3. Regulatory Agreement. In consideration for the Loan, SUBRECIPIENT agrees to execute a Regulatory Agreement substantially in the form of that attached hereto as Exhibit “C,” and consents to the recordation of the Regulatory Agreement against the Property. The Regulatory Agreement shall be executed and recorded in concurrence with the Loan.

4. Use of Funds. Use of funds allocated hereunder to SUBRECIPIENT shall be subject to the following express terms and conditions:

A. SUBRECIPIENT shall use all funds provided pursuant to this Agreement exclusively for purchase money financing for acquisition of the real property located at 4950 Upland Drive.

B. SUBRECIPIENT shall continue to use the facility at 4950 Upland Drive to render services only to recipients meeting appropriate income eligibility criteria as provided in the Regulatory Agreement.

C. No funds paid by CITY hereunder shall be used directly or indirectly by SUBRECIPIENT for any lobbying or political activity whatsoever.

D. SUBRECIPIENT shall use all moneys received pursuant to this Agreement in conformity with the applicable provisions of 24 CFR Part 570, issued by the United States Department of Housing and Urban Development (HUD) (Administrative Regulations for Community Block Grants).

E. SUBRECIPIENT shall use all moneys received pursuant to this Agreement to meet one of the national objectives identified in 24 CFR Section 570.208 for so long as the Regulatory Agreement is in effect.

6. Funds to be Expended During Current Fiscal Year. The loan shall be funded only from the Community Development Block Grant fund during the current fiscal year. All funds borrowed by SUBRECIPIENT under this Agreement shall be disbursed directly into escrow and spent prior to the end of the current fiscal year. All funds not spent within the current fiscal year shall be returned to CITY within thirty (30) days after the conclusion of the current fiscal year.

No other funds of CITY, including without limitation its general fund, shall be liable for any payment under this Loan Agreement, nor is the taxing power of CITY pledged in any manner.

7. SUBRECIPIENT as Independent Entity. SUBRECIPIENT and the agents or employees of SUBRECIPIENT shall act in an independent capacity and not as officers, employees or agents of CITY in performance of this Loan Agreement.

8. Termination:

A. Prior to disbursement of the loan funds, either party shall have the right to terminate this Agreement upon thirty (30) days written notice thereof being served on the other party.

B. In the event that CITY receives communication from the federal government prior to disbursement of the loan funds that funds available to CITY under the Community Development Block Grant Program are to be reduced or withdrawn by the federal government, CITY may at its option terminate this Agreement immediately and Subrecipient shall be released from any obligations under or associated with this Agreement.

C. Subject to the terms and conditions contained in the Deed of Trust, Promissory Note and Regulatory Agreement, if, through any cause, SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, requirements or stipulations of this Agreement, CITY shall thereupon have the right to terminate this Agreement by giving at least five (5) days written notice to SUBRECIPIENT of such termination, specifying the effective date of such termination. Notwithstanding the above, SUBRECIPIENT shall not be relieved of liability to CITY for damages sustained by CITY or others by virtue of any breach of this Agreement by SUBRECIPIENT.

D. Borrower may prepay the Loan at any time prior to the expiration of the term of the Regulatory Agreement.

9. No Assignment. This Agreement is not assignable by SUBRECIPIENT either in whole or part, without the express written authorization of City.

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

11. All Terms to be in Writing. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties hereto.

12. Records:

A. SUBRECIPIENT shall maintain all necessary books and records, including property, personnel and financial records, in accordance with requirements prescribed by HUD or CITY with respect to all matters covered by this Agreement. Except as otherwise

authorized by HUD, such records shall be maintained for a period of three (3) years after receipt of the final payment under this Agreement.

B. Upon request for examination by CITY, SUBRECIPIENT shall, at any time during normal business hours, make available all of its records with respect to all matters covered by this Agreement. SUBRECIPIENT shall permit CITY to audit, examine and make excerpts or transcripts from these records.

13. Conflict of Interest: No member, officer, or employee of SUBRECIPIENT or its designees or agents, who exercises any function or responsibility with respect to the program during his or her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for activities performed in connection with the program assisted under this Agreement. SUBRECIPIENT shall incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

14. Compliance with Governmental Regulations: SUBRECIPIENT shall, at its sole cost and expense, comply with all applicable municipal, county, state and federal requirements now in force, or which may hereafter be in force pertaining to any and all activities contemplated under this Agreement. Notwithstanding the foregoing, nothing contained in this Agreement, or any other documents associated with the Loan shall be interpreted to require Subrecipient to comply with the Build America, Buy America Act (41 U.S. Code Chapter 83) or similar or related rules, regulations or orders, including, without limitation 2 CFR 184 and Presidential Executive Order 14005.

SUBRECIPIENT shall comply with any applicable provisions of 24 CFR 570, which is available for review in the CITY Economic and Community Services Office.

15. Fair Employment. SUBRECIPIENT shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12900, et seq.), the regulations promulgated thereunder (2 CCR §7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (§§11135-11139.5) and the regulations or standards adopted by the State of California to implement such article.

SUBRECIPIENT shall give advice of its obligation under this Grant Agreement to labor organizations or contractors with which it has collective bargaining or other agreements. SUBRECIPIENT shall include nondiscrimination compliance provisions similar to those of this Agreement in all subcontracts to perform work under this Agreement.

16. Discrimination Prohibited: SUBRECIPIENT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, religion, sex, national origin, ancestry, age, or physical or mental disability, as more specifically set forth in Sections 570.602 and 570.601 of the aforesaid HUD Regulations. During the performance of this Agreement SUBRECIPIENT agrees as follows:

A. No person in the United States shall, on the grounds of race, color, religion, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

B. SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age or physical or mental disability. SUBRECIPIENT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age or physical or mental disability. Such action shall

include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause:

C. SUBRECIPIENT will in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, age or physical or mental disability.

17. OMB Circulars:

A. This Agreement is subject to the requirements of the Office of Management and Budget, Circular A-122, "Cost Principles for Nonprofit Organizations," a copy of which is available for review in CITY's Housing Division Office.

B. This Agreement is subject to the requirements of the Office of Management and Budget, Circular A-110, "Grants and Agreements with Institutions," a copy of which is available for review in CITY's Housing Division Office.

18. Property Ownership and Procurement:A. In the event this Agreement is not fully performed to the satisfaction of CITY, any and all non-expendable furnishings, equipment or other personal property purchased pursuant to this Agreement and having a useful life or more than one (1) year and a purchase price of three hundred (\$300) dollars or more and not consumed in the performance of this Agreement shall become the property of CITY. Such property shall be delivered to CITY upon written notification by CITY to SUBRECIPIENT.

B. Property acquired in whole or in part with funds provided pursuant to this Agreement shall be managed in accordance with the provisions of OMB A-110 (Revised).

C. Upon termination of this Agreement, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of termination and any accounts receivable attributable to the use of CDBG funds.

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

SUBRECIPIENT'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.

20. Insurance. During the term of this Agreement SUBRECIPIENT shall maintain in full force and effect the following policies of insurance:

COVERAGE

Workers' Compensation

LIMITS OF LIABILITY

Statutory

Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit

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

b. Additional Insureds. SUBRECIPIENT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of SUBRECIPIENT. The additional insured coverage under the SUBRECIPIENT'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..

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

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

e. Reserved.

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

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

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBRECIPIENT 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.

21. Notice. Any notice required by this Agreement shall be delivered or sent by first class mail, United States postage prepaid, addressed as follows:

<u>CITY</u>	<u>SUBRECIPIENT</u>
City of Roseville City Manager 311 Vernon Street Roseville, CA 95678	Makis Stathopoulos Greek Orthodox Housing Corporation 4120 Douglas Blvd #306-511 Granite Bay, CA 95746

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

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

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

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

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

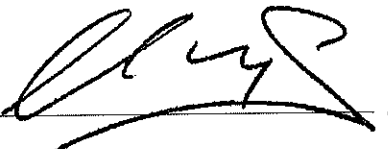
26. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Loan Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2024, and SUBRECIPIENT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

GREEK ORTHODOX HOUSING
CORPORATION, a California nonprofit
corporation

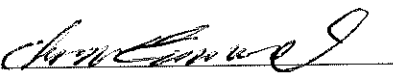
BY: _____
DOMINICK CASEY
City Manager

BY: 
its: PRESIDENT

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

BY: 
its: Secretary

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER

City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MELISSA ANGUIANO
Economic Development Director

EXHIBIT A
FORM OF PROMISSORY NOTE

PROMISSORY NOTE SECURED BY DEED OF TRUST

\$ _____

Date: _____

1. FOR VALUE RECEIVED, the undersigned, GREEK ORTHODOX HOUSING CORPORATION, a California nonprofit corporation ("Maker"), promises to pay to the order of the CITY OF ROSEVILLE, a municipal corporation ("Lender"), the principal sum of five hundred seventy-one thousand eight hundred fifty dollars (\$571,850.00) (the "Loan"), together with interest thereon in the manner provided for below.

2. Maker and Lender have entered into that certain Loan Agreement dated _____, 20__ (the "Loan Agreement"). Capitalized terms not defined in this Note shall have the meanings ascribed in the Loan Agreement. Pursuant to the Loan Agreement and the exhibits thereto, Lender is loaning to Maker certain funds in the amount of the Loan for acquisition of the Property. The Loan shall be due and payable on the terms contained in Section 3.2 of this Note.

3. Loan.

3.1 The Loan shall bear 3% simple interest.

3.2 This Note is payable upon expiration of the term, or payable upon default of the Deed of Trust and Assignment of Rents Containing Covenants and Restrictions (the "Deed of Trust") of even date herewith and recorded against the Property; provided, however, that upon default of the Loan Agreement, the Deed of Trust or this Note the holder shall be entitled to exercise any remedies to which it may be entitled, including the imposition of the default rate of interest provided for in Section 5 herein.

3.3. The term of this Note is fifty-five (55) years.

4. This Note is secured by the Deed of Trust, which creates a lien upon the Property.

5. The Deed of Trust requires that the Property be used in the manner specified by the Deed of Trust for a period of thirty (30) years from the date thereof. In the event of any default of the Deed of Trust or this Note, simple interest shall accrue at the rate of ten percent (10%) (the "Default Rate") from the date of default. The portion of the principal amount of this Note subject to accrual of interest shall be computed by multiplying $1/360$ times the number of unexpired months of the term of this Note as of the date of default, times the total principal amount disbursed under this Note.

6. Maker shall have the right to prepay the principal amount of this Note, in whole or in part, at any time, together with interest at the Default Rate, computed as if in the event of default as set forth in Section 5 above.

7. Upon any default, the holder of this Note may apply payments received on any amounts due hereunder or under the terms of any instrument now or hereafter evidencing or securing the indebtedness as said holder may determine and, if the holder of this Note so elects, notice of election being expressly waived by Maker, the principal remaining unpaid with accrued interest shall at once become due and payable.

8. The Maker waives presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Note and agrees to pay all costs of collection when incurred, including reasonable attorneys fees, and to perform and comply with each of the covenants, conditions, provisions and agreements of any of the undersigned contained in every instrument now evidencing or securing said indebtedness. No extension of the time for the payment of this Note or any installment hereof made by agreement with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability under this Note, either in whole or in part, of any of the undersigned not a party to such agreement.

9. Notwithstanding anything to the contrary herein, except as expressly permitted under the Loan Agreement, this Note shall be due in full upon the sale, transfer or encumbrance of the Property encumbered by the Deed of Trust, as provided in the Deed of Trust, subject to the provisions of Section 16 of the Deed of Trust, which is incorporated herein by reference.

10. At the election of Lender, any material default by Maker of the terms of the Loan Agreement or the Deed of Trust shall be a default of this Note.

11. Nothing in this Note shall create any relationship between Maker and Lender, other than a debtor-creditor relationship. Maker and Lender shall not be partners, joint venturers, equity venturers, or any other form of partnership or venture.

12. The provisions of this Promissory Note shall inure to the benefit of and be binding on the successors and assigns of the parties.

MAKER:
GREEK ORTHODOX HOUSING CORPORATION,
a California nonprofit corporation

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT B
FORM OF DEED OF TRUST

RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:

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

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

**Deed of Trust and Assignment of Rents
Containing Covenants and Restrictions**

THIS DEED OF TRUST is made as of _____, 20____, by and between the Trustor, GREEK ORTHODOX HOUSING CORPORATION, a California nonprofit corporation ("Borrower"), whose address is 4120 Douglas Boulevard Suite 306511, Granite Bay, CA 95746-5936; the Trustee, _____, whose address is _____; and the Beneficiary, THE CITY OF ROSEVILLE, whose address is 311 Vernon Street, Roseville, CA 95678 ("Lender").

Borrower, in consideration of the indebtedness described below and the trust created by this Deed of Trust, irrevocably grants and conveys to Trustee, in trust with power of sale, the property ("Property") located in the City of Roseville, County of Placer, State of California and described in Exhibit "A", attached to and made a part of this Deed of Trust.

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject, however, to the rights and authorities given to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures, including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating equipment, cabinets, mantels, refrigerating plant and refrigerators, whether mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings, now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property;"

To secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith ("Note"), in the principal sum of five hundred seventy-one thousand eight hundred fifty dollars (\$571,850.00), or such lesser amount as shall equal the aggregate amount disbursed to Borrower or for Borrower's account by Lender, in accordance with the Note; and (b) the performance of the covenants and agreements of Borrower contained in this Deed of Trust, the

Note and the Loan Agreement for 4950 Upland Drive Property Acquisition (Community Development Block Grant) ("Loan Agreement").

Borrower represents and covenants that Borrower is lawfully seized of the estate conveyed by this Deed of Trust and has the right to grant and convey the Property, and that Borrower will warrant and defend generally the title of the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest, if any, on the indebtedness evidenced by the Note. All payments received by Lender under the Note shall be applied by Lender first to interest payable on the Note, if any, and thereafter to the unpaid principal of the Note.
2. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the appropriate payee. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall pay when due any encumbrance, charge and lien, with interest in accordance with its terms, on the Property or any portion which are inferior or superior to this Deed of Trust.
3. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards under a policy approved by Lender and which provides "special form" coverage in an amount at least equal to the replacement value of the structure. In addition, Borrower shall insure against loss of all furniture, equipment and other personal property owned by Borrower related to Borrower's operation of the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier, or in a manner agreed to by the Lender.

All insurance policies and policy renewals shall be written with loss payable to the Lender. Lender shall have the right to hold the policies and policy renewals, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not hereby

impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to repay the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of insurance proceeds to principal shall not extend or postpone the due date of any payment or change the amount of such payment. If under Section 17, the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and proceeds of such policies resulting from damage to the Property prior to the sale of acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

4. Liability Insurance. Borrower shall maintain premises liability insurance for the Property in a form and coverage approved by Lender. The insurance carrier shall be chosen by the Borrower subject to approval by the Lender; provided, that such approval shall not be unreasonably withheld. All premiums shall be paid by Borrower. Lender shall be named as an additional insured.
5. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment, demolition, or deterioration of the Property.
6. Protection of Lender's Security. Borrower shall appear in and defend any action or proceeding purporting to affect the security under this Deed of Trust or the rights of the Lender. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, foreclosure, involuntary sale, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Section, with interest, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment, and shall bear interest from the date of disbursement at the highest rate permissible under applicable law. Nothing contained in this Section shall require Lender to incur any expense or take any action.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower and occupants notice prior to any such inspection.
8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of all or any part of

the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a taking of all of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, subject to any claims of prior lienholders, with the excess, if any, paid to junior lienholders and Borrower, as they may determine. In the event of the partial taking of the Property, unless Borrower and Lender otherwise agree in writing, and subject to any claims of prior lienholders, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to junior lienholders and Borrower, as they may determine.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment or change the amount of such payment.

9. Borrower Not Released. Extension of the time for payment of the sums secured by this Deed of Trust granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment by reason of any demand made by the original Borrower or Borrower's successors in interest.
10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.
11. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust, the Note, the Loan Agreement or afforded by law or equity, and may be exercised concurrently, independently or successively.
12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements contained in this Deed of Trust shall bind, and the rights under this Deed of Trust shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or to define its provisions.

13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the address above, or at such other address as Borrower may designate by notice to Lender and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated above or to such other address as Lender may designate by notice to Borrower. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated.
14. Governing Law; Severability. This Deed of Trust shall be governed by the laws of the State of California. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, unless expressly stated otherwise, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.
15. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note, the Loan Agreement and this Deed of Trust at the time of execution or after recordation hereof.
16. Transfer or Refinancing of the Property; Assumption. If all or any part of the Property or an interest in the Property is sold or transferred or refinanced by Borrower without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the refinancing, sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the loan may be assumed. If Lender has waived the option to accelerate provided in this Section and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust, the Note and the Loan Agreement.
- If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed, within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Section 17.
17. Acceleration; Remedies. Except as provided in Section 16, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, the Note or the Loan Agreement (including the covenants to pay when due any sums secured by this Deed of Trust and restricting transfer of the Property), Lender shall mail notice to Borrower specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, no less than 30 days from the date the notice is mailed to Borrower, by which the breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the

Property. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect from the Borrower, or sale proceeds, if any, all reasonable costs and expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any portion of the Property is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale, in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser a Trustee's deed conveying the Property so sold without any covenant or warranty, express or implied. The recitals in the Trustee's deed shall be conclusive evidence of the truth of the statements contained in the recitals. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust and (c) the excess, if any, to the person or persons legally entitled thereto as determined by Lender. In the event of a dispute regarding the excess funds, either Lender or Trustee may file an action in interpleader to determine who shall receive the funds and may then deposit the excess funds with the court.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security, Borrower assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Section 16 or Section 17 or abandonment of the Property, have the right to collect such rents as they become due.

Upon acceleration under Section 16 or Section 17 or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received. The

provisions of this Section, Section 16 and Section 17 shall operate subject to the claims of prior lienholders.

19. Operational Covenants and Permitted Use Restrictions. The permitted use of the Property under this Deed of Trust shall be only for Borrower's operation of a transitional housing facility providing housing and support services for six adults transitioning from homelessness to self-sufficiency. Borrower shall cooperate with Lender in entering into and adhering to the terms of a memorandum of understanding or similar agreement with Lender, a neighborhood association or similar neighborhood or municipal entity designated by Lender, in order to facilitate continued positive relationships between Borrower and its neighbors and to support the continuing success of the program operated by Borrower at the Property. Any change in use or cessation of such transitional housing and support services or other failure of compliance with the requirements of this paragraph will constitute a material default of this Deed of Trust and shall give rise to Lender's right to invoke any and all remedies available at law or in equity, including but not limited to the remedies provided in Section 17 or Section 18 above.
20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to such reconveyance. Such person or persons shall pay all costs of recordation, if any. The recitals, in the reconveyance, of any matters or facts shall be conclusive evidence of the truth of the statements contained in the recitals.
21. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed under this Deed of Trust. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee by this Deed of Trust and applicable law.
22. Request for Notice. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address.
23. Statement of Obligation. Lender may collect a reasonable fee for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California, as it may be amended from time to time.
24. Use of Property. Borrower shall not permit or suffer the use of any of the Property for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

BORROWER:

GREEK ORTHODOX HOUSING
CORPORATION, a California nonprofit
corporation

BY: _____

Its: _____

and

BY: _____

Its: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE§ 1189**

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

State of California)
County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE§ 1189**

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

State of California)
County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

EXHIBIT "A"
Legal Description

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

LOT 32, OF "HUNTING CREEK UNIT NO. 2", AS SHOWN ON THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA, ON JULY 21, 1977, BOOK "L" OF MAPS, AT PAGE 20. .

APN: 471-200-013

EXHIBIT C
FORM OF REGULATORY AGREEMENT

AFFORDABLE HOUSING REGULATORY AGREEMENT

(Project: 4950 Upland Drive, Roseville)

This Affordable Housing Regulatory Agreement ("Regulatory Agreement") is made this ____ day of _____, 2024 ("Effective Date"), by and between the City of Roseville, a municipal corporation ("CITY"), and Greek Orthodox Housing Corporation ("DEVELOPER").

RECITALS

A. WHEREAS, DEVELOPER proposes to purchase real property located at 4950 Upland Drive in Roseville, California as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. WHEREAS, DEVELOPER specifically proposes to develop a one hundred seventy six (176) unit multi-family apartment project on the Property, eighty-eight (88) of which shall be rented at rents that are affordable to low income (80% of Area Median Income (AMI)), and eight-eight (88) of which shall be rented at rents that are affordable to very low (50% AMI) income households (collectively, the "Regulated Units"), with up to one manager's unit.

C. WHEREAS, the Project is intended to serve as a community resource by providing decent, safe, and sanitary housing for households which would otherwise be unable to afford such housing.

D. WHEREAS, the CITY has agreed to provide DEVELOPER with financial assistance in the form of a loan in the combined principal amount of five hundred seventy one thousand eight hundred fifty dollars (\$571,850) to assist DEVELOPER in the construction and permanent financing of the Project (the "Loan").

E. Reserved.

F. DEVELOPER is simultaneously: (1) executing one Loan Agreement, one Promissory Note and one Deed of Trust evidencing and regulating certain aspects the Loan; (2) recording the Deed of Trust to secure the Loan; and (3) as further consideration for the Loan, and to further the public interests of the CITY in seeing the Project maintained as affordable housing, DEVELOPER is executing and recording this Regulatory Agreement. The Loan Agreement, the Promissory Note, the Deed of Trust and this Regulatory Agreement are collectively referred to herein as the "Loan Documents."

G. The Loan is being made to DEVELOPER at an interest rate below the market rate in order to help achieve financial stability for the Project and to increase the supply of affordable rental housing in the CITY. In consideration for the Loan, DEVELOPER has agreed to observe all the terms and conditions set forth below.

NOW, THEREFORE, DEVELOPER and the CITY hereby agree as follows:

DEFINITIONS

The following terms have the meanings set forth herein wherever used in this Regulatory Agreement or attached exhibits.

1. **"CITY"** means the City of Roseville, a municipal corporation.
2. **"AREA MEDIAN INCOME"** (referred to herein as "AMI") means the median income for the Metropolitan Statistical Area which includes the City of Roseville ("MSA"), with adjustments for household size, as determined from time to time by the U.S. Department of Housing and Urban Development ("HUD") pursuant to Section 8(f)(3) of the United States Housing Act of 1937 as amended, or such other method of median income calculation applicable to the City of Roseville that HUD may hereafter adopt in connection with said Act. If HUD should cease making such determination, the CITY may designate another method of calculation of area median income used by any federal or state agency and applicable to the City of Roseville.
3. Intentionally deleted.
4. **"DEED OF TRUST"** means the Deed of Trust executed contemporaneously with this Regulatory Agreement and recorded against the Property as security for the Loan and other obligations by DEVELOPER, as trustor and the CITY as beneficiary, as well as any amendments to, modifications of, and restatements of said Deed of Trust.
5. **"DEVELOPER"** means Greek Orthodox Housing Corporation, together with its permitted successors and assigns.
6. **"LOAN"** means the loan of funds provided by the CITY to DEVELOPER for the Project.
7. **"LOAN DOCUMENTS"** means, collectively, the Promissory Notes, the Deeds of Trust and this Regulatory Agreement for the Project, as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.
8. **"NOTES"** mean the promissory notes executed contemporaneously with this Regulatory Agreement by DEVELOPER in favor of the CITY evidencing the Loans, which are secured by the Deeds of Trust, as well as any amendments to, modifications of, or restatements of said promissory note(s). The Notes are on file with the City of Roseville.
9. **"PROJECT"** means the development, construction and operation of a no fewer than 176 unit residential, multi-family rental apartment project on the Property to be rented at rents that are affordable to Low, and Very Low income households, up to one (1) unregulated manager's unit and any additional improvements, landscaping, roads, and parking spaces existing thereon, as the same may from time to time exist.
10. **"PROPERTY"** means the real property located at 4950 Upland Drive, Roseville, California, 95678 identified and described in **Exhibit A**, attached hereto and incorporated into this Regulatory Agreement by this reference, and any buildings or improvements now or hereafter situated on such real property.

11. **“QUALIFYING HOUSEHOLD”** means a household in which household income does not exceed the percentage of Area Median Income prescribed for the applicable housing unit by the terms of this Regulatory Agreement.

12. **“QUALIFYING RENT”** means the maximum monthly rent allowed under **Exhibit B** “adjusted for family size appropriate to the unit” (as such term is defined by California Health and Safety Code Sections 50052.5 and 50053) including a reasonable allowance for tenant-paid utilities (also known as Utility Allowance). During the period a regulatory agreement governing the allocation and award of any federal tax credits is in effect, Qualifying Rent may be determined in accordance with such regulatory agreement and 26 U.S.C., Section 42, for initial and ongoing occupancy of tenants.

13. **“REGULATED UNITS”** means _____ () rental dwelling units of the _____ () rental dwelling units on the Property constructed for the Project that shall be rented at rents that are affordable Low and Extremely Low income households and having the following composition: _____ () _____ (1) bedroom units, _____ () two (2) bedroom units, and _____ () _____ () bedroom units.

DEVELOPER’S OBLIGATIONS

14. **COMPLIANCE WITH LOAN DOCUMENTS.** DEVELOPER’s actions with respect to the Property and the use of Loan funds shall at all times be in full conformity with the requirements of the Loan Documents.

15. **TERM OF AGREEMENT.** This Regulatory Agreement shall commence upon the Effective Date and shall remain in full force for a period of fifty-five (55) years from the date of recordation of the first Certificate of Occupancy, whether permanent, temporary or conditional, or, in the event the Project has multiple buildings or structures, a Certificate of Occupancy for the last habitable building or structure for the Project. The obligations in this Regulatory Agreement shall remain effective and fully binding on DEVELOPER for the term of this Regulatory Agreement regardless of any expiration of the term of any loan, any payment, or prepayment of any loan, any assignment of a note, any reconveyance of a deed of trust, or any sale, assignment, transfer, or conveyance of the Property (other than certain transfers by foreclosure, deed in lieu of foreclosure, exercise of the power of sale or other similar transfer), unless terminated earlier by the CITY in a recorded writing.

PROJECT OCCUPANCY AND RENTS

16. **OCCUPANCY OF PROJECT.** DEVELOPER shall limit, for the full term of this Regulatory Agreement the rental of Regulated Units to Qualifying Households according to the schedule contained in **Exhibit B** herein, which is hereby incorporated by reference into this Regulatory Agreement. The income levels and other qualifications of applicants shall be certified prior to initial occupancy in conformance with the Final Management Plan and the City of Roseville’s rules governing income certification, as these rules may be amended from time to time by California law or as required in order to comply with California law. Specifically, DEVELOPER covenants and agrees that for the full term of this Regulatory Agreement it shall reserve for occupancy: (i) _____ () one-bedroom, _____ () two-bedroom, and _____ () three-bedroom Regulated Units for households whose income does not exceed thirty percent (30%) of AMI; and (iv) _____ () two-bedroom, and _____ () three-bedroom Regulated Units for households whose income does not exceed sixty percent (60%) of AMI. The remaining two (2) unregulated units shall include at least one two bedroom unit reserved for use by on-site Project management staff.

Preference shall be given to prospective tenants who are elderly, disabled, veterans (persons who served in the active military, naval, or air service and who were discharged or released from such service under conditions other than dishonorable), and persons who are residents and/or who are employed within the City of Roseville at the time of rental application to the extent permitted under applicable law, regulations and state and federal affordable housing guidelines.

The Project shall be owned, managed and operated as a single, multi-family residential rental project, which may be comprised of several buildings and structures, each consisting of more than one residential dwelling unit, together with facilities functionally related and subordinate thereto, in accordance with the applicable provisions of the Internal Revenue Code and applicable California law, as the same may be amended from time to time. All of the residential dwelling units in the Project will be similarly constructed and shall contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family, including sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink. None of the residential dwelling units shall be utilized, at any time, on a transient basis. Neither the Project, nor any portion thereof, shall ever be used as a hotel, motel, hostel, vacation rental, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park, or court. DEVELOPER shall further ensure that reasonable support services for the residents of this Project are provided, such as, but not limited to, life skills training, social and recreational programs, educational, health and nutritional programs, and computer training.

17. **PROJECT RENTS.** Rents for Regulated Units shall be limited to Qualifying Rents as set forth in **Exhibit B** as the same may be revised from time to time in accordance with this Regulatory Agreement and applicable federal or state laws and regulations. Rent shall be no greater than considered "affordable rent" for the applicable household pursuant to Sections 50052.5 and 50053 of the California Health and Safety Code, as amended, or any successor statute thereto, including the use of a CITY-approved utility allowance. Nothing in this Regulatory Agreement shall prevent DEVELOPER from charging lower rents.

18. **SECURITY DEPOSITS.** Any security deposits collected by DEVELOPER or DEVELOPER's agent shall be kept separate and apart from all other funds in a trust account with a depository insured by the Federal Deposit Insurance Corporation or other comparable federal deposit insurance program and shall be held and disbursed in accordance with California law. The balance in the trust account shall at all times equal or exceed the aggregate of all outstanding obligations, plus accrued interest thereon.

19. **RENTAL INCREASES FOR EXISTING TENANTS ON THE PROPERTY.** Irrespective of when income limits are published under applicable tax credit law, rents for Regulated Units may be adjusted no more frequently than: (a) after the initial twelve (12) months following the date of initial occupancy or (b) every twelve (12) months following the last permissible date of recorded rental adjustment. Additionally, in no event shall the amount of annual rent increase result in a total rent amount that is in excess of that allowed by the Tax Credit Law. Rents for Regulated Units may be adjusted annually to the then current California Tax Credit Allocation Committee Rent Limits.

20. **CONDOMINIUM CONVERSION PROHIBITED.** DEVELOPER shall not convert Project units, including Regulated Units and/or any unregulated units, to condominium or cooperative ownership or sell condominium or cooperative conversion rights to the Project units, during the term of this Regulatory Agreement.

21. **NONDISCRIMINATION.**

A. DEVELOPER herein covenants by and for itself, its subcontractors, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, nor denial of the benefits of this Regulatory Agreement to, any person or group of persons, on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, sex, gender or self-identified gender, gender expression, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), genetic information, military or veteran status, familial status, source of income, or political affiliation or belief, nor any unlawful discrimination against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, sex, gender or self-identified gender, gender expression, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave, genetic information, military or veteran status, familial status, source of income, or political affiliation or belief. DEVELOPER shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, DEVELOPER shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, Section 10000, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Regulatory Agreement subcontracts to DEVELOPER services or works required of the CITY by the State of California pursuant to agreement between the CITY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a) through (f), set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are expressly incorporated into this Regulatory Agreement by reference and made a part hereof as if set forth in full, and DEVELOPER and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

B. The provisions of paragraph (A) shall further apply to the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Project, and DEVELOPER and any person claiming under or through the DEVELOPER, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the Project.

C. DEVELOPER shall include the provisions contained in this section in all contracts and subcontracts related to the Project.

D. The requirements in this section shall survive the repayment of the Loan, and the reconveyance of the Deeds of Trust.

22. **MANAGEMENT RESPONSIBILITIES.** DEVELOPER is specifically responsible, subject to its obligations herein, for all management functions with respect to the Property, including, without limitation, the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The CITY shall have no responsibility over management of the Property. A resident manager or an alternative designated contact shall be required to reside on-site.

23. **INTENTIONALLY DELETED.**

24. **DRAFT AND FINAL MANAGEMENT PLANS.**

A. **DRAFT MANAGEMENT PLAN.** DEVELOPER shall prepare and submit to the CITY a Draft Management Plan for the CITY's review and approval. The Draft Management Plan shall be submitted to the CITY at least one hundred eighty (180) calendar days prior to the anticipated date for completion of construction of the Project. The Draft Management Plan shall contain, but is not limited to, specific statement as to (1) the identity, experience and duties of all employees of the Management Agency who intend to manage the Project; (2) marketing policies and strategies; (3) tenancy occupancy rules and regulations; (4) rental procedures and tenant income limitation; (5) eviction procedures; (6) operating policies and guidelines; (7) reserve account policies; (8) maintenance and capital improvement policies; and (9) shall provide as an exhibit thereto a sample form of lease agreement. Upon transfer of OWNER/ DEVELOPER's interest in the Project, the party to whom the Project is transferred shall, as a condition of such transfer, provide the CITY with a copy of such party's Management Plan for the Project, which plan shall provide statements as called for herein.

B. **CITY REVIEW OF DRAFT MANAGEMENT PLAN.** Upon submittal of the Draft Management Plan by DEVELOPER to the CITY, the CITY shall review the Draft Management Plan and provide written comments to DEVELOPER within ninety (90) calendar days or as soon thereafter as is practicable.

C. **FINAL MANAGEMENT PLAN.** Prior to issuance of any Certificate of Occupancy for the Project, DEVELOPER shall submit a Final Management Plan to the CITY for its review and final approval no later than thirty (30) calendar days prior to the anticipated date for completion of construction of the Project.

Notwithstanding the foregoing, the CITY shall have the right to review and approve any proposed amendments to DEVELOPER's contract with its management firm, or any new management contracts, during the term of this Regulatory Agreement; provided, however, that the CITY's approval shall not be required for a renewal of the initial management contract.

25. **MANAGEMENT AGENCY.** The Project shall at all times be managed by an experienced Management Agency reasonably acceptable to the CITY, with demonstrated ability to operate residential facilities like the Project in a manner that will provide decent, safe and sanitary housing. The City shall have the right to require a change in the Management Agency or the on-site manager for reasonable cause at any time during the term of this Regulatory Agreement, subject to the prior written consent of any senior lenders and the tax credit investor. During the monitoring, the CITY will assess the Management Agency's ability to operate the Project in a decent, safe and sanitary manner. Calls for police and fire services at a significantly greater number or with a significantly greater frequency of serious calls and frequent fair housing complaints by tenants or applicants may be among criteria considered by the CITY in determining whether any management change shall be required.

DEVELOPER shall submit for the CITY's approval the identity of any proposed Management Agency. DEVELOPER shall also submit such additional information about the background, experience, and financial condition of any proposed Management Agency as is reasonably necessary for the CITY to determine whether the proposed Management Agency meets the standards for a qualified Management Agency set forth above.

If the proposed Management Agency meets the standards for a qualified Management Agency set forth above, the CITY shall approve the proposed Management Agency by notifying OWNER/DEVELOPER in writing. Unless the proposed Management Agency is disapproved by the CITY within thirty (30) calendar days of said submission of identity and qualifications of proposed Management Agency, which disapproval shall state reasonable specificity the basis for disapproval, it shall be deemed approved. The CITY hereby approves of the use of FPI Management, Inc., a Nevada Corporation, engaged in the provision of multi-family residential and commercial property management services, as the designated initial Management Agency for the Project.

26. **DISMISSAL OF MANAGEMENT AGENCY.** Within thirty-five (35) calendar days from DEVELOPER's receipt of any recommendation by CITY staff to dismiss the Management Agency, DEVELOPER shall either dismiss the Management Agency or request a meeting with CITY staff representatives to discuss further. If an agreement cannot be reached with CITY staff representatives, DEVELOPER may request a public meeting to discuss the CITY recommendation. If, after conducting a requested public meeting, the CITY Council supports said recommendation of CITY staff, DEVELOPER shall promptly dismiss the Management Agency and shall appoint as the new Management Agency a person or entity which meets the standards for Management Agency and is approved by the CITY.

27. **MAINTENANCE AND SECURITY.** DEVELOPER shall at its own cost and expense maintain the Property in good condition, in good repair, and in decent, safe, sanitary, habitable, and tenantable living condition for the benefit of Project occupants. DEVELOPER shall not commit or permit any waste on or to the Property, and shall prevent and/or rectify any physical deterioration of the Property. DEVELOPER shall provide adequate security for the safety of Project occupants and to minimize the need for public safety calls. DEVELOPER shall maintain the Property in conformance with all applicable state, federal, and local laws, ordinances, codes, and regulations and the Management Plan; but DEVELOPER's maintenance obligations shall not be limited only to the standards contained in these laws or the Management Plan.

In the event the DEVELOPER fails to maintain the Property in accordance with the foregoing standards, and after at least ten (10) calendar days' prior written notice to DEVELOPER and the Senior Lenders, the CITY or its agent may, but shall be under no obligation to, enter upon the Property, make such repairs or replacements as are deemed necessary in the CITY's reasonable discretion (with the prior written consent of the Senior Lenders), and provide for payment thereof. Any amount advanced by the CITY to make such repairs, together with interest thereon from the date of such advance at the same rate of interest as specified in the Notes for the Project (unless payment of such an interest rate would be contrary to applicable law, in which case interest shall accrue at the highest rate then allowed by applicable law), shall become an additional obligation of DEVELOPER to the CITY, and shall be secured by the Deeds of Trust.

28. **UNIT VACANCIES.** DEVELOPER shall use its best efforts to fill vacancies in Regulated Units as quickly as possible.

29. **INSPECTIONS AND RECORDS.** DEVELOPER shall maintain complete, accurate and current records which clearly document DEVELOPER's performance of its obligations to operate the Property and the Project under the terms of this Regulatory Agreement. DEVELOPER shall submit any records reasonably requested by the CITY in connection with the Project to the CITY within ten (10) business days of the CITY's request. DEVELOPER shall also permit the CITY or its duly authorized representatives to enter and

inspect the Property and the Project for compliance with obligations under this Regulatory Agreement upon seventy-two (72) hours advance notice of such visit by the CITY to DEVELOPER or DEVELOPER's Management Agency and to tenants of any inspected Project units, subject to the provisions of the leases regarding inspection and entry rights, which provisions must otherwise be consistent with state law.

All tenant lists, applications and waiting lists relating to the Regulated Units shall at all times be kept separate and identifiable from any other business of the DEVELOPER and shall be maintained as required by the CITY, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the CITY. DEVELOPER shall retain copies of all materials obtained or produced with respect to occupancy of the Regulated Units for a period of at least five (5) years.

The CITY shall also have the right to perform on-site inspections of the Project, including the Regulated Units, as is reasonably required to ensure compliance with the Loan Documents, but in any case at least once per year. DEVELOPER agrees to cooperate in such inspection(s). If the CITY desires to inspect the interior of the Regulated Units, the CITY shall give DEVELOPER sufficient notice to allow DEVELOPER to give seventy-two (72) hours' notice to tenants.

30. **ANNUAL REPORTS.** DEVELOPER shall provide any information reasonably requested by the CITY in connection with the Project. In particular, upon request and reasonable notice by CITY, DEVELOPER shall provide the CITY with annual reports required by the Regulatory Agreement, including but not limited to reports regarding the Project's rent and occupancy levels, as well as the annual operating budget. Without limitation, DEVELOPER shall provide the CITY no later than the one hundred twentieth (120th) day after the close of each calendar year following the date of this Regulatory Agreement, hardcopies or PDF copies of the following documents:

A. Insurance certificates detailing all coverage required under the Deeds of Trust.

B. Evidence of payment of property taxes or property tax exemption for the Project, as applicable.

C. Financial statements for the Project.

D. An occupancy report including: (i) the verified income of each tenant or household; (ii) the number and demographic information of tenants in each household; (iii) the current rents charged each tenant or household and whether these rents include utilities; (iv) the date tenancy commenced for each Unit; and (v) any additional information required by California Health and Safety Code Section 33418.

E. Certifications of eligibility for all tenants of Regulated Units at the time of initial occupancy. Such certification shall include verified income statements on a form provided by the CITY. DEVELOPER shall retain in the tenant's file all verifications of tenant's initial certification income (paycheck stubs, benefit statements, etc.).

Within fifteen (15) calendar days after receipt of a written request, DEVELOPER shall provide any other information or completed forms requested by the CITY to ensure compliance with the Loan Documents or this Regulatory Agreement.

If similar reports on some or all of the Regulated Units are required for regulatory

compliance with other financing programs, those reports may be deemed satisfactory for the purpose of this section by the CITY, with respect to the portion of the requirements of this section covered by such reports, provided that copies are provided on an annual basis to the CITY with an owner certification addressed to the CITY certifying that the DEVELOPER has complied with this Regulatory Agreement.

31. **MONITORING/NON-COMPLIANCE/CURE.** DEVELOPER's compliance with the provisions of this Regulatory Agreement shall be reviewed at least annually, and at such other times as the CITY may require, upon thirty (30) calendar days prior written notice from the CITY. During any such review, DEVELOPER shall bear the burden of proof to demonstrate good faith compliance with the terms of this Regulatory Agreement. If, as a result of such review, the CITY finds and determines that DEVELOPER has not complied in good faith with the terms and conditions of this Regulatory Agreement, the CITY shall give written notice to DEVELOPER of its findings and of the exact nature of DEVELOPER's non-compliance. DEVELOPER shall be given a period of sixty (60) calendar days after delivery of any such notice in which to cure, to the reasonable satisfaction of the CITY, any non-compliance; provided that, if the non-compliance cannot be cured within sixty (60) calendar days, DEVELOPER shall not be in breach so long as DEVELOPER is diligently undertaking to cure such non-compliance. In the event the CITY fails to give DEVELOPER notice of any non-compliance at or before the annual review, DEVELOPER shall not be held responsible for any failure to comply with the terms and conditions of this Regulatory Agreement during the year covered by the annual review.

32. **CITY REMEDIES FOR BREACH.** If DEVELOPER is unable or otherwise fails to cure any non-compliance within sixty (60) calendar days (or longer as provided herein) after the CITY delivers notice of non-compliance, the CITY may, in addition to any other remedy provided by law or equity, modify or terminate this Regulatory Agreement, revoke the Project approval, or take any other action available to it under this Regulatory Agreement.

In particular, and without limitation by reason of enumeration, DEVELOPER acknowledges and agrees that failure to cure any non-compliance under this Regulatory Agreement, whether by DEVELOPER or any successor, shall, at the option of the CITY, constitute a breach and default under this Regulatory Agreement as to all other property within the Project. In addition, and without limitation by reason of enumeration, OWNER/DEVELOPER acknowledges and agrees that the CITY shall have the right to withhold issuance of all building permits within the Project until such breach is cured.

Any partners of DEVELOPER shall have the right to cure any default. The CITY agrees that any cure of a default by any partners of DEVELOPER shall be deemed to be a cure by DEVELOPER, and shall be accepted or rejected on the same basis as if made or tendered by DEVELOPER.

In the event of any breach/default or violation of any agreement, obligation, or warranty under this Regulatory Agreement, the CITY shall give written notice to DEVELOPER, with copies to the Senior Lenders, specifying: (a) the nature of the breach or violation; (b) the action required to cure the breach or violation; and (c) a date, which shall not be less than thirty (30) calendar days from the date of the notice, by which such action to cure must be taken. (provided that, if the non-compliance cannot be cured within thirty (30) calendar days, DEVELOPER shall not be in breach so long as DEVELOPER is diligently undertaking to cure such non-compliance.) If DEVELOPER fails to cure the breach or violation as provided above, the CITY additionally has the right, at its sole election, to:

A. Declare a default under the Notes, accelerate the indebtedness evidenced by the Notes, and with respect to the Loan, proceed with foreclosure under the

Deeds of Trust;

B. Bring an action for equitable relief seeking the specific performance by DEVELOPER of the terms and conditions of this Regulatory Agreement, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;

C. Upon lawful order of a court with proper jurisdiction, enter upon, take possession of, and manage the Property and the Project, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Property and the Project, and continue in possession until such time as the court determines that DEVELOPER is in a position to operate the Property and the Project in compliance with this Regulatory Agreement;

D. After notice provided for herein, make such repairs or replacements to the Property as are necessary and provide for payment thereof;

E. Declare an event of default under the Loan Documents and pursue the remedies described therein; and/or

F. Pursue any other remedy allowed at law or in equity.

The CITY's rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise, including, but not limited to injunctive relief, specific performance and damages. The exercise or beginning of exercise by the CITY of any one or more rights or remedies, provided herein or now or hereafter existing at law or in equity by statute or otherwise, shall not preclude the simultaneous or later exercise by the CITY of any or all other rights or remedies provided for in this Regulatory Agreement or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive.

33. **FEES, TAXES, AND OTHER LEVIES.** DEVELOPER shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property and the Project, and shall pay such charges prior to delinquency in order to prevent any penalty from accruing or any lien or charge from attaching to the Property or the Project. However, DEVELOPER shall not be required to pay any such charge so long as (a) the legality thereof is being contested in good faith and by appropriate proceedings; and (b) DEVELOPER maintains reserves adequate to pay any contested liabilities. In the event DEVELOPER exercises its right to contest any tax, assessment, or charge against it, DEVELOPER, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

34. **INSURANCE COVERAGE.** DEVELOPER shall cause to have in full force and effect during the term of this Regulatory Agreement continuous insurance coverage as required by the Loan Agreement.

35. **PROPERTY DAMAGE OR DESTRUCTION.** Subject to the requirements of Senior Lenders, and if economically feasible in the CITY's reasonable judgment after consultation with the DEVELOPER, if any improvement now or in the future on the Property is damaged or destroyed, then the DEVELOPER shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications for the Development. Such work or repair shall be commenced no later than the later of one

hundred twenty (120) calendar days after receiving requisite permits from the City, or such longer period approved by the CITY in writing, after the damage or loss occurs and sixty (60) calendar days following receipt of the insurance proceeds, and shall be complete within one year thereafter or such reasonable time as may be required. Any insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, then the DEVELOPER shall make up the deficiency. If the DEVELOPER does not make repairs, then any insurance proceeds collected for such damage or destruction shall be promptly delivered to the CITY as a special repayment of the Loan, subject to the rights of the Senior Lenders, if any.

GENERAL PROVISIONS

36. **SUBORDINATION.** Except as expressly set forth herein or in the Loan Agreement, this Regulatory Agreement shall not be subordinated in priority to any other interest in the Property that was not recorded on or prior to the date of recordation of this Regulatory Agreement, unless the CITY expressly consents, in writing, to the subordination or junior priority of this Regulatory Agreement. Such consent, if any, shall be within the CITY's sole discretion, and may only be permitted, if at all, for purposes that conform with the circumstances authorized by California Health and Safety Code Section 33334.14(a), and to the extent the proposed subordination does not jeopardize the CITY's security interest in the property and is otherwise consistent and compliant with all legal standards, including eligibility requirements and other conditions imposed by funding sources for the Project and any Loan. Notwithstanding the foregoing, consent is expressly given herein to subordinate this Regulatory Agreement as reasonably required for Property financing, including, without limitation, any required subordination based on construction or permanent loan financing and tax credits financing.

37. **TRANSFER AND ENCUMBRANCE OF PROPERTY.** During the term of this Regulatory Agreement, DEVELOPER shall not make or permit any sale, agreement to sell, assignment, conveyance, lease (other than the rental of Project units to eligible residential tenant occupants), or transfer of the Property or any part thereof, including the sale of any general or limited partnership interests, the removal of any general partner, or any substantial change in operational or management control over the Property (collectively referred to as "Transfers"), without the prior written consent of the CITY, which consent shall not be unreasonably withheld. The limitations on DEVELOPER's right of assignment or other transfer shall not apply to any foreclosure, deed in lieu of foreclosure, or other remedial action lawfully taken by any Senior Lender holding a security interest in the Property with priority over the CITY's interests; nor shall they apply to: (i) the transfer of limited partner interests in DEVELOPER, (ii) the removal of a general partner or a limited partner pursuant to the terms and conditions of DEVELOPER's organizational document; and/or (iii) transfers to a tax-exempt entity under the direct control of or under common control with DEVELOPER.

The CITY shall give its consent to a Transfer provided that it determines all of the following conditions are met: (a) DEVELOPER is in compliance with this Regulatory Agreement and the Loan Documents, or the Transfer will cure existing violations of this Regulatory Agreement or the Loan Documents; (b) the transferee agrees to assume all obligations of DEVELOPER imposed by this Regulatory Agreement and the Loan Documents; (c) the transferee demonstrates to the CITY's satisfaction that it is capable of owning and/or operating the Property and the Project in full compliance with this Regulatory Agreement and the Loan Documents; (d) the terms of the Transfer shall not jeopardize the CITY's security interest in the Property and is otherwise in full compliance with all legal standards, including eligibility requirements and other conditions imposed by funding sources for the Project and any Loan; and (e) the Transfer has been approved by the CITY's governing body, if such approval is

required.

During the term of this Regulatory Agreement, DEVELOPER shall not engage in any financing or other transaction creating any mortgage or other encumbrance or lien upon the Property and/or the Project (except for any financing provided by the CITY), without the prior written consent of the CITY, which consent may be withheld in the CITY's reasonable discretion. The CITY may give its consent to such financing if and only to the extent necessary to maintain or improve the affordability or condition of the Property and/or the Project. The term "financing" in this section shall not include the refinancing of an existing loan.

38. **NONLIABILITY OF OFFICIALS, EMPLOYEES, AND AGENTS.** No member, official, officer, director, employee, agent, or independent contractor of the CITY shall be personally liable to DEVELOPER or third-party beneficiaries for any obligation created under the terms of this Regulatory Agreement.

39. **INDEMNITY AND WAIVER.** Notwithstanding the insurance coverage required herein and to the fullest extent allowed by law, DEVELOPER shall defend, indemnify and save and hold the CITY, its members, officials, officers, directors, employees, agents, and independent contractors (collectively "Indemnitees"), harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorneys' fees) which Indemnitees may incur as a result of (1) DEVELOPER's failure to perform any obligations as and when required by this Regulatory Agreement; (2) any failure of DEVELOPER's representations or warranties to be true and complete in any material respect; or (3) any act or omission by DEVELOPER or any contractor, subcontractor, management agent, or supplier with respect to the Project or the Property, except to the extent that such losses are caused solely by the negligence or willful misconduct of Indemnitees. The duty of the DEVELOPER to indemnify includes the duty to defend Indemnitees in any court action, administrative action, or other proceeding brought by any third party arising from the Project or the Property. DEVELOPER's duty to defend and indemnify Indemnitees shall survive the term of this Regulatory Agreement, the reconveyance of the Deeds of Trust, and any release of part or all of the Property from the burdens of this Regulatory Agreement. The parties intend that this provision shall be broadly construed.

The parties hereby acknowledge and agree that, without limitation, the Loan and any Project entitlements, permits, or approvals have conferred upon the DEVELOPER and/or the Project either a direct financial contribution or other form of assistance pursuant to Section 1954.52(b) of the CHRHA.

40. **GOVERNING LAW AND VENUE.** This Regulatory Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law. Any action arising out of this Regulatory Agreement shall be brought in Placer County, California, regardless of where else venue may lie.

41. **CONFLICTS.** In the event of any conflict among the Loan Documents, the most restrictive requirements shall apply. In addition, the Project may be subject to the terms of other governmental subsidy programs. This Regulatory Agreement and the agreements entered into by DEVELOPER pursuant to these subsidy programs independently regulate the Regulated Units in the Project. If any provision of another regulatory agreement is found in conflict or in contradiction with the terms of this Regulatory Agreement in relation to the Regulated Units, the most restrictive requirement, providing the greatest affordability to the most tenants for the longest term, shall apply to those Regulated Units, except as otherwise specified.

42. **ATTORNEYS' FEES AND COSTS.** In the event that a legal or administrative action is brought to interpret or enforce the terms of this Regulatory Agreement, 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.

43. **TIME.** Time is of the essence in this Regulatory Agreement.

44. **CONSENTS AND APPROVALS.** Except as otherwise expressly provided in this Regulatory Agreement, any consent or approval required under the Regulatory Agreement shall not be unreasonably withheld or delayed.

45. **NOTICES, DEMANDS, AND COMMUNICATIONS.** Formal notices, demands, and communications between DEVELOPER and the CITY shall be given by registered or certified mail, return receipt requested, postage prepaid or delivered personally, to DEVELOPER and the CITY as follows, or at such other address as a party may designate by written notice to the other party:

CITY OF ROSEVILLE

Economic Development Director
City of Roseville
311 Vernon Street
Roseville, CA 95678

DEVELOPER

Koroni, LLC
3007 Douglas Blvd.
Suite 170
Roseville, CA 95661

with a copy to:

Greek Orthodox Housing Corporation
4120 Douglas Blvd.
#306-511
Granite Bay, CA 95746

46. **BINDING UPON SUCCESSORS.** All provisions of this Regulatory Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of DEVELOPER and the CITY, and shall run with the land for the full term of this Regulatory Agreement, regardless of any assignment, payment, prepayment, expiration, extinguishment of the Loan or Notes, any reconveyance of the Deeds of Trust, or any conveyance or transfer of the Property. Any successor in interest to DEVELOPER and any purchaser or transferee of the Property shall be subject to all of the duties and obligations imposed on DEVELOPER under this Regulatory Agreement for the full term of this Regulatory Agreement. The term "DEVELOPER" as used in this Regulatory Agreement shall include all such assigns, successors-in-interest, and transferees.

47. **RELATIONSHIP OF PARTIES.** The relationship of DEVELOPER and the CITY for this Project during the term of this Regulatory Agreement shall not be construed as a joint venture, equity venture, or partnership. The CITY neither undertakes nor assumes any responsibility or duty to DEVELOPER or to any third party with respect to the operation of the Property or the actions of DEVELOPER. Except as the CITY may specify in writing, DEVELOPER shall have no authority to act as an agent of the CITY or to bind the CITY to any obligation.

48. **WAIVER.** Any waiver by the CITY of any obligation in this Regulatory Agreement must be in writing. No waiver shall be implied from any delay or failure by the CITY to take action on any breach or default of DEVELOPER or to pursue any remedy allowed under this Regulatory Agreement or applicable law. Any extension of time granted to DEVELOPER to perform any obligation under this Regulatory Agreement shall not operate as a waiver or release from any of its obligations under this Regulatory Agreement. Consent by the CITY to any act or omission by DEVELOPER shall not be construed as the consent to any other or subsequent act or omission or to waive the requirement for the CITY's written consent to future waivers.

49. **OTHER AGREEMENTS.** DEVELOPER represents that it has not entered into any agreements that would restrict or compromise its ability to comply with the terms of this Regulatory Agreement. DEVELOPER shall not enter into any agreements that are inconsistent with the terms of this Regulatory Agreement without an express written waiver by the CITY.

50. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Regulatory Agreement must be in writing, and shall be effective only if executed by both DEVELOPER and the CITY, following receipt of all required approvals, and only with the consent of the Senior Lenders.

51. **SEVERABILITY.** Every provision of this Regulatory Agreement is intended to be severable. If any provision of this Regulatory Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

SPECIAL PROVISIONS

52. **ADMINISTRATIVE FEE.** In the event of DEVELOPER's breach or violation of any agreement, obligation or warranty under the Regulatory Agreement that is uncured within the cure periods provided herein, or in the event the Property is transferred in violation of this Regulatory Agreement, DEVELOPER shall pay annually, not later than April 15 of each year, a \$10,000 fee ("Administrative Fee") until the breach is cured. The CITY shall provide the DEVELOPER with notice and the right to cure, as set forth in above, any event which the CITY believes give rise to an obligation to pay the Administrative Fee. Such fee shall remain in effect during any period of breach or violation. The payment of such Administrative Fee shall be in addition to, and not to the exclusion of, the CITY's other remedies contemplated in this Regulatory Agreement; provided however that this provision shall be subject to the nonrecourse provisions set forth in the Notes.

53. **REFINANCING/RESYNDICATION REVIEW FEE.** In the event that the Property and/or the Project is a tax credit project and is refinanced or resyndicated during the term of this Regulatory Agreement, DEVELOPER shall provide the CITY a prepayment in amount to be determined by the CITY, upon request by DEVELOPER, for CITY's staff actual and documented costs in reviewing any refinancing or resyndication documentation submitted to the CITY for the CITY's review and approval. Such prepayment shall be submitted by DEVELOPER prior to the CITY commencing any review and shall not exceed five thousand dollars (\$5,000.00). DEVELOPER shall not be entitled to receive a refund of any such fee in the event that DEVELOPER fails to complete such refinancing or resyndication.

54. **TENANT MONITORING FEE.** Commencing one (1) year after the date of the final Certificate of Occupancy for the Project and annually thereafter, DEVELOPER shall pay to the CITY, not later than March 31 of each year, a tenant monitoring fee equal to FORTY

DOLLARS (\$40) for each occupied, rent restricted, apartment unit within the Project. penalty of ten percent (10%) per month shall be assessed against any fee not paid when due.

55. **PARTICIPATION IN HOUSING CHOICE VOUCHER PROGRAM.** DEVELOPER agrees to accept tenants who qualify under the Housing Choice Voucher ("HCV") program administered by the Roseville Housing Authority (the "Authority") or its successor.

56. **CHECKLIST FOR REGULATED UNITS.** DEVELOPER agrees that each prospective tenant, prior to rental of a Regulated Unit, shall be required to complete forms required by **Exhibit C**, or DEVELOPER's equivalent as approved in writing by the CITY.

[Signatures Next Page]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Regulatory Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2024, and DEVELOPER has caused this Regulatory Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation: GREEK ORTHODOX HOUSING CORPORATION, a California nonprofit corporation:

BY: _____
DOMINICK CASEY
City Manager

BY: _____
NAME
Title

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

BY: _____
NAME
Title

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MELISSA ANGUIANO
Economic Development Director

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land described herein is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

EXHIBIT B
UNIT CONFIGURATION AND INITIAL RENT RESTRICTIONS

Maximum Household Income 30% AMI

Bedroom size	Number of Units	Gross Rent	Less TCAC approved CUAC*	Allowable Contract Rent
1		\$	\$	\$
2		\$	\$	\$
3		\$	\$	\$

Maximum Household Income 40% AMI

Bedroom size	Number of Units	Gross Rent	Less TCAC approved CUAC*	Allowable Contract Rent
1		\$	\$	\$
2		\$	\$	\$
3		\$	\$	\$

Maximum Household Income 50% AMI

Bedroom size	Number of Units	Gross Rent	Less TCAC approved CUAC*	Allowable Contract Rent
1		\$	\$	\$
2		\$	\$	\$
3		\$	\$	\$

Maximum Household Income 60% AMI

Bedroom size	Number of Units	Gross Rent	Less TCAC approved CUAC*	Allowable Contract Rent
1		\$	\$	\$
2		\$	\$	\$
3		\$	\$	\$

* California Utility Allowance Calculator (CUAC) is California's energy consumption model for calculating utility allowance estimates. These estimates are approved by California's Tax Credit Allocation Committee (TCAC) and are limited to new construction projects in the design phase.

EXHIBIT C

CHECKLIST FOR AFFORDABLE RENTAL UNITS

The following documentation must be present in the Tenant's file (in a form approved by the Housing Manager) for an "affordable renter."

- ___ Certification of Affordable Rental Unit Eligibility
- ___ Calculation of Tenant Eligibility Form
- ___ Record of Rental Increases
- ___ Written, third party verification of all income sources, including:
 - ___ Employment
 - ___ Self-employment (tax return and profit & loss statement for current year)
 - ___ Unemployment
 - ___ AFDC (Welfare) Benefits
 - ___ Child Support
 - ___ Alimony
 - ___ Social Security Benefits
 - ___ Supplemental Security Income (SSK)
 - ___ VA or Military Benefits
 - ___ Pensions and/or Annuities
 - ___ Retirement Funds
 - ___ Savings Accounts (Interest Income)
 - ___ Checking Accounts
 - ___ Government Grants
 - ___ Trust Funds
 - ___ Stocks & Bonds (Cash Value)
 - ___ Life Insurance (Cash Value)

Name_____

Complex

Title_____

Date

DRAFT

CERTIFICATION OF AFFORDABLE RENTAL UNIT ELIGIBILITY

Re: _____ Apt. # _____
 _____ Apartment Complex

I/we have read and answered truthfully, fully frankly and personally each of the following questions for all persons who are to occupy the unit being applied for in the above apartment project. Listed below are the names of all persons who intend to reside in the unit:

<u>1) Name of Members of the Household</u>	<u>2) Relationship to head of Household</u>	<u>3) Age</u>	<u>4) Social Security No.</u>	<u>5) Place of Employment</u>
---	--	----------------------	--	--

DRAY

CERTIFICATION OF AFFORDABLE RENTAL UNIT ELIGIBILITY (CONT.)
INCOME COMPUTATION

- 6) The total anticipated income calculated in accordance with this paragraph 6, of all persons (except children under the age of 18 years) listed above for the 12-month period beginning the date that I/we plan to move into a unit is \$_____.

Included in the total anticipated income listed above are:

- a. All wages and salaries, overtime pay, commissions, fees and other compensation for personal services, before payroll deductions.

Excluded from such anticipated income are:

- a. Casual, sporadic or irregular gifts;
- b. Amounts which are specifically for or in reimbursement of medical expenses;
- c. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlements for personal or property losses;
- d. Amounts of educational scholarships paid directly to the student or the educational institution and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, and equipment. Any amounts of such scholarships or payments to veterans not used for the above purposes are to be included in income;
- e. Hazardous duty pay to a family member in the Armed Forces who is away from home and exposed to hostile fire;
- f. Relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
- g. Foster child care payments;
- h. The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1977.

- 7) This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit; and I/we declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

- 8) I/We will assist the Owner in obtaining any information or documents required to verify the statement made herein, including either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding calendar year.
- 9) I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit and will entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for eviction or other appropriate proceedings.

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ in the City of
_____ California.

Applicant

Applicant

Applicant

Applicant

Applicant

[All persons listed in number 2 above, except children under the age of 18 must sign this form]

CALCULATION OF TENANT ELIGIBILITY FORM

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME: _____

UNIT # _____

SOURCE

MONTHLY

ANNUAL

Social Security \$ _____ \$ _____

Social Security \$ _____ \$ _____

Civil Service \$ _____ \$ _____

Pension _____ \$ _____ Interest _____

\$ _____ Wages _____

\$ _____ Tips _____

\$ _____ Wages _____

\$ _____ Tips _____

\$ _____

Child Support \$ _____ \$ _____

Welfare \$ _____ \$ _____

Stocks/Bonds \$ _____ \$ _____

Other _____ \$ _____ \$ _____

Other _____ \$ _____ \$ _____

TOTAL INCOME

\$ _____ \$ _____

Monthly base rent \$ _____

Move-in date _____

BY

TITLE _____

DATE _____

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

APT. NO. _____

INITIAL BASE RENT \$ _____

ANNUAL INCOME \$ _____

[illegible]

ACKNOWLEDGMENTS

State of California

County of _____

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

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENTS

State of California

County of _____

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

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

DRAFT

ORDINANCE NO. 6861

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2024-25, is hereby amended as listed on the attached budget adjustment for the Sierra Vista Parcel Acquisition project for affordable housing development.

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

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

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 5/24/2024

REQUESTER NAME & TITLE:	Claudia Carreno Management Analyst	FISCAL YEAR:	2024-25
PREPARER NAME & TITLE:	Claudia Carreno Management Analyst	COUNCIL DATE (if applicable):	08/21/24
DEPARTMENT/DIVISION:	Economic Development - Housing	ORDINANCE:	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2201	5573	54101		571,850	Increase CDBG Grants Deferred Loans Affordable Housing Development
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				571,850	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2201	4401	54101		571,850	Increase CDBG Federal Grants Revenue for Affordable Housing Development
REVENUES/TRANSFERS IN TOTAL				571,850	

NET ADJUSTMENT	-
----------------	---

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				-	

Justification for Budget Adjustment:

Staff recommends this budget adjustment to increase the Grants Deferred Loans expenditure budget in the Community Development Block Grant (CDBG) fund by \$571,850 to fund the Sierra Vista Parcel Acquisition for an affordable housing development. This budget adjustment will increase the existing Grants Deferred Loans budget of \$350,000 to \$921,850. This budget adjustment will also increase Federal Grants CDBG revenue by \$571,850 which will increase the existing revenue budget of \$700,000 to \$1,271,850 funded by CDBG carryover grants from prior years (2020, 2021, 2022, and 2023).



COUNCIL COMMUNICATION

CC #: 3526

File #: 0215

Title: Second Reading - Roseville Municipal Code Amendment - Development Impact Fee Deferrals

Contact: Gretchen Hakala 916-774-5325 ghakala@roseville.ca.us

Meeting Date: 9/4/2024

Item #: 6.15.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6830 AMENDING SECTION 4.04.040 OF CHAPTER 4.04 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING DEVELOPMENT IMPACT FEE DEFERALS, for second reading and adoption.

BACKGROUND

On June 5, 2024, City Council heard for first reading, an amendment to Section 4.04.040 of Chapter 4.04 of Title 4 of the Roseville Municipal Code regarding Development Impact Fee Deferrals. The ordinance amendment was approved for second reading on June 19, 2024. Staff has since realized that the ordinance amendment attached for second reading was the incorrect version and didn't match what was approved during the first reading.

To correct the administrative error, staff requests that the City Council adopt the attached, correct version of the ordinance amendment.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal D - Enhance economic vitality

Respectfully Submitted,

Gretchen Hakala, Paralegal

Michelle Sheidenberger, City Attorney



Dominick Casey, City Manager

ATTACHMENTS:

Description

Amended Ordinance 6830

ORDINANCE NO. 6830

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION
4.04.040 OF CHAPTER 4.04 OF TITLE 4 THE ROSEVILLE MUNICIPAL CODE
REGARDING DEVELOPMENT IMPACT FEE DEFERRALS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The section of the Roseville Municipal Code listed above is hereby amended to read as shown on Attachment “A”.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ATTACHMENT "A"

§ 4.04.040 Nonresidential development impact fee deferral.

- A. Deferral of nonresidential development impact fees \$100,000.00 or greater shall require approval by the city council.
- B. Deferral of nonresidential development impact fees less than \$100,000.00 may be approved by the city manager or designee.
- C. Deferred nonresidential development impact fees shall be paid prior to the issuance of a certificate of occupancy, or final approval of a building permit if no certificate of occupancy is required.
- D. Any request for deferral of a nonresidential development impact fee shall be accompanied by payment of an administrative fee as established by resolution and adopted by the city council, as amended from time to time. Additionally, city's lost interest income on deferred fees shall be paid prior to the issuance of a certificate of occupancy, or final approval of a building permit if no certificate of occupancy is required.
- E. Notwithstanding Section C above, for an "affordable housing project", deferred nonresidential development impact fees may be paid after the issuance of a certificate of occupancy, or final approval of a building permit if no certificate of occupancy is required, but in no event later than the earlier of: (1) one (1) year after the issuance of the first certificate of occupancy, or first final approval of a building permit if no certificate of occupancy is required, or (2) three (3) years after the issuance of the first building permit. For purposes of this section, an "affordable housing project" is defined as a residential multi-unit (three or more units) housing project that meets all of the following:
 - 1. Provides one hundred (100) percent of the units, except any manager or caretaker units, as affordable units for low, very-low or extremely low income;
 - 2. Complies with the City's Objective Design Standards;
 - 3. Enters into an Affordable Housing Agreement (as defined in Section 19.28.110, as may be amended from time to time);
 - 4. Enters into a promissory note for the deferred fee amount that is secured by a deed of trust and/or other acceptable security interest, and
 - 5. Agrees to follow all other requirements of this Section 4.04.040.



COUNCIL COMMUNICATION

CC #: 3524
File #: 0800-02

Title: Second Reading - Roseville Municipal Code - Regional Sewer Connection Fee Adjustments
Contact: Shane Whittington 916-774-5557 slwhittington@roseville.ca.us

Meeting Date: 9/4/2024
Item #: 6.16.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6863 AMENDING SECTION 14.16.080 OF CHAPTER 14.16 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING REGIONAL SEWER CONNECTION FEE, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Shane Whittington, Environmental Utilities Business Services Manager

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6863

ORDINANCE NO. 6863

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION
14.16.080 OF CHAPTER 14.16 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING REGIONAL SEWER CONNECTION FEE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The section of the Roseville Municipal Code listed above is hereby amended to read as shown on Attachment “A”.

SECTION 2. This ordinance shall be effective at the expiration of sixty (60) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ATTACHMENT "A"

§ 14.16.080. Regional sewer connection fee.

- A. A regional sewer connection fee shall be charged in accordance with Section **14.16.010** for each sewer unit connected to the city-owned public sewer.
- B. The regional sewer connection fee shall be \$9,802.00.
- C. The fee established by this chapter shall be adjusted annually on July 1st by a percentage equal to the adjustment rate for the prior year for construction costs as determined by the director in the preceding June. The director's determination shall be based upon averaging the Construction Cost Index (CCI) for 20 cities and for San Francisco, as published in the Engineering News Record publication for the preceding 12 months ending in May. The resultant fee shall be rounded to the nearest dollar figure.



COUNCIL COMMUNICATION

CC #: 3516
File #: 0709-01

Title: HOUSING AUTHORITY/CITY COUNCIL - Quarterly Status Update 2nd Quarter 2024
Contact: Danielle O'Connell 916-774-5277 doconnell@roseville.ca.us
Suzi Cook-Turner 916-774-5414 smcook-turner@roseville.ca.us

Meeting Date: 9/4/2024
Item #: 6.17.

RECOMMENDATION TO COUNCIL

The City Council, acting as the Roseville Housing Authority Board, is not required to take any action on this item. This quarterly report is for informational purposes only.

BACKGROUND

Pursuant to the bylaws of the Roseville Housing Authority (RHA), the City Council, acting as the governing board for the Housing Authority, holds its quarterly meeting the first Wednesday of March, June, September, and December, or as soon as possible thereafter. Staff has prepared the following status report regarding lease-up activity for the Housing Choice Voucher (HCV) Program. The HCV Program provides income-qualified households in Roseville and Rocklin with rental assistance using funding from the US Department of Housing and Urban Development (HUD). This assistance is utilized at rental units that meet program specific housing standards, are owned by a willing property owner, and are within Roseville or Rocklin city limits. This rental assistance ensures that the household can afford to live in safe and decent housing. During the second quarter of 2024 there were 676 vouchers utilized in Roseville, 139 vouchers being utilized in Rocklin, and 12 in other jurisdictions (approved transfers out of the area) for a total of 827 families receiving rental assistance through RHA.

RHA is authorized to provide 823 households with HCV rental assistance. RHA also has several special voucher programs including:

- 75 vouchers allocated specifically for families on the waiting list with a head-of-household or partner that are non-elderly and disabled (NED vouchers);
- 41 Emergency Housing Vouchers (EHV) providing rental assistance to individuals and families who are experiencing homelessness or at risk of experiencing homelessness;
- 43 Mainstream vouchers that assist households who have a non-elderly head of household or partner with a disability and are transitioning out of institutional or other segregated settings, are currently homeless, or at risk of becoming homeless; and
- 100 Veterans Affairs Supportive Housing Vouchers (VASH) for veteran households that are

referred from the Department of Veterans Affairs (VA) and assist them with paperwork, searching for housing and staying housed.

During the second quarter of 2024, RHA staff hosted a fair housing training with Project Sentinel for tenants and landlords in the Roseville City Council Chambers. Project Sentinel is a nonprofit fair housing agency that provides education and counseling to community members, housing providers, and tenants about fair housing law. Project Sentinel educated landlords and RHA staff about federal and California fair housing law, compliance, and illegal housing practices. RHA staff participated in the 2024 Placer Veteran's Stand Down held at The Grounds in Roseville. Working closely with VA staff, RHA was able to assist in recruitment of new veteran households to the program. Staff was also able to connect with homeless veterans and provide information about the HUD VASH program. RHA staff also participated in Downtown Tuesday Nights focusing on attracting new landlords and informing the community about the various programs that are offered in the area.

RHA continues collaboration efforts with Placer County Housing Authority (PCHA) with running our Family Self-Sufficiency (FSS) programs and sharing the Program Coordinating Committee (PCC). The PCC is made up of Placer County agencies and businesses and assists the Housing Authorities in securing commitments of public and private resources for operation of the FSS program. The second quarter meeting of the PCC was productive with PCHA, Placer County, Safe Credit Union and RHA establishing an inter-agency referral process. RHA's FSS program currently has 23 participants enrolled and had two graduates in the second quarter with \$21,589 disbursed between them.

Each housing authority is required to be at least 95% leased for its voucher allocation or utilizing at least 95% of its annual budget authority to remain in compliance with HUD's requirements. The lease-up rate for a calendar year cannot exceed 100% of its allocation of vouchers (per voucher type), and/or 100% expenditure of its annual budget allocation for the program. Agencies leasing up or expending 98% or more of its allocated vouchers and/or budget can reach high-performing status. RHA continues to meet HUD program requirements for high-performing status through 100% expenditure of its annual budget allocation. The attached table provides a monthly summary of RHA's voucher programs for the second quarter of 2024.

FISCAL IMPACT

This Housing Authority Quarterly Status Report does not create any additional cost to the City's 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. The Roseville Housing Authority Quarterly Report meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Goal D - Enhance economic vitality

Respectfully Submitted,

Danielle O'Connell, Housing Analyst

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

2nd Quarter Voucher Count

2024	Actual Lease-up of Regular	10-HUD Regular (570)	Actual Lease-up of Non-Elderly Disabled	5-HUD Non-Elderly Disabled (75)	Actual Lease-up of VASH	11-HUD VASH (100)	Actual Lease-up of Mainstream	12-HUD Mainstream (43)	Actual Lease-up of EHV	21-HUD Emergency Housing Vouchers (EHVs) (41)
Jan-24	574	570	75	75	57	85	38	43	43	44
Feb-24	575	570	75	75	58	85	40	43	44	44
Mar-24	573	570	75	75	56	85	41	43	41	41
Apr-24	570	570	75	75	56	100	41	43	42	41
May-24	561	570	75	75	56	100	41	43	41	41
Jun-24	559	570	75	75	57	100	41	43	39	41
YTD Total	3412	3420	450	450	340	555	242	258	250	252
YED % Leased	99.8%		100%		61.3%		93.8%		99.2%	



COUNCIL COMMUNICATION

CC #: 3531
File #: 0102-10

Title: Resolution - Sally Friedman
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 9/4/2024
Item #: 6.18.

RECOMMENDATION TO COUNCIL

Commend Sally Friedman for her 20 years of outstanding service and dedication to the City of Roseville in the Finance and Electric Utility Departments, congratulate her for her many accomplishments, and wish her 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 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. Ceremonial documents meet the above criteria and are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Not applicable.

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution - Sally Freidman

Resolution

WHEREAS, Sally Friedman began her distinguished career with the City of Roseville as a Customer Service Representative I in the Finance Department on August 23, 2004; and

WHEREAS, Sally was promoted to a Utility Billing Specialist I on June 11, 2005; and

WHEREAS, Sally was promoted to a Utility Billing Specialist II on September 1, 2007; and

WHEREAS, Sally was re-classified from a Utility Billing Specialist II to a Finance Technician II on August 25, 2012; and

WHEREAS, Sally transitioned from a Finance Technician II to a Finance Clerk II on March 8, 2014; and

WHEREAS, Sally received the Pride of Roseville "Customer Service" Award in 2019; and

WHEREAS, Sally continued to set the standard with meticulous attention to detail and impressive work ethic; and

WHEREAS, Sally was re-classified from a Finance Clerk II to a Utility Customer Service Representative II on November 7, 2020; and

WHEREAS, Sally consistently maintained a positive attitude and always had a smile on her face making it a pleasure for everyone she interacted with, co-workers and customers alike; and

WHEREAS, Sally has been a loyal employee performing her duties in a trustworthy and reliable manner, always acting inclusively and collaboratively; and

WHEREAS, Sally is now retiring after 20 years of honorable service to the City of Roseville and will be greatly missed and remembered by her friends and co-workers for her unwavering dedication and warm thoughtfulness she has always shown.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **SALLY FRIEDMAN** be commended for her 20 years of outstanding service and dedication to the City of Roseville, congratulated for her many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 4th day of September 2024.



BRUCE HOUDESHELDT, MAYOR



COUNCIL COMMUNICATION

CC #: 3528

File #: 0704

Title: Roseville Municipal Code Addition – Temporary Memorials

Contact: Jill Geller 916-774-5249 jgeller@roseville.ca.us
My Tien Doan 916-774-5325 mtdoan@roseville.ca.us

Meeting Date: 9/4/2024

Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council introduce for first reading an ordinance adding Chapter 13.14 of Title 13 of the Roseville Municipal Code regarding temporary memorials.

BACKGROUND

Temporary memorials occasionally pop up around the city on streetscapes, sidewalks, or corners following tragic fatalities. These memorials allow family members and others close to the victim(s) to grieve and share their condolences. Sometimes these memorials remain for an indefinite amount of time and may cause a public safety issue depending on the size and/contents of the memorial. Additionally, depending on their location, memorials can prevent city staff or contractors from performing regular maintenance and upkeep of city property. The City does not currently have an ordinance in place to regulate these memorials, including reviewing for safety, establishing acceptable duration and contents, and ensuring its safe removal, storage, or disposal. Staff acknowledges the importance of affording citizens a reasonable opportunity to express their grief and condolences when tragedies occur, while also properly and safely maintaining public property and reduce hazards to the general public, city personnel, and public property. Some of the notable sections of the proposed Ordinance are summarized herein for convenience.

Duration of temporary memorials – Section 13.14.030 of the proposed Ordinance would establish that temporary memorials can remain on public property for no more than forty-five (45) calendar days from the date on which the incident that gave rise to the temporary memorial occurred.

Physical restrictions – Section 13.14.040 of the proposed Ordinance would establish the physical restrictions of the memorial to be no more than thirty (30) inches in height, two (2) feet in width, and one (1) foot in depth.

Unauthorized or unsafe displays - Section 13.14.050 of the proposed Ordinance would establish the standards for the content of any memorial and identifies the eight (8) situations in which the city may immediately remove and dispose of a memorial, prior to the expiration of the 45-day period. This includes temporary memorials that pose a distraction to motorists or obstructs sight lines, have flammable material, interfere with routine maintenance activities of the city, cause damage to public property, emit music or amplified sound, contain glass or items

containing the potential for an open flame, or include any drugs and alcohol or contain vulgar or obscene language or images.

Abandoned property – Section 13.14.060 of the proposed Ordinance would establish that items placed at the temporary memorial after the 45-day period shall be considered abandoned and that the city may remove and dispose of the contents. All nonperishable items will be placed for storage at the city's Corporation Yard under the direction and supervision of the Parks, Recreation & Libraries Department and that items not claimed within thirty (30) calendar days may be discarded.

Posted notice prior to removal – Section 13.14.070 of the proposed Ordinance would establish the process in which the city will provide notice of its intent to remove the temporary memorial. The city shall post a notice in a conspicuous place near the temporary memorial no later than five (5) calendar days prior to removal of the temporary memorial or the expiration of the 45-day period, whichever is later.

The proposed Ordinance is intended to give the city, as well as the public, a clear and consistent process for regulating temporary memorials and ensuring public safety.

FISCAL IMPACT

There is no fiscal impact associated with the proposed Ordinance.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A – Maintain a safe and healthy community

Goal F – Deliver exceptional City services

Respectfully Submitted,

My Tien Doan, Deputy City Attorney

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Temporary Memorial Ordinance

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING CHAPTER
13.14 OF TITLE 13 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING TEMPORARY MEMORIALS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 13.14 is hereby added to Title 13 of the Roseville Municipal Code
to read as follows:

Chapter 13.14

TEMPORARY MEMORIALS

Sections:

13.14.010 Purpose.

13.14.020 Definitions.

13.14.030 Duration of temporary memorials.

13.14.040 Physical restrictions of temporary memorials.

13.14.050 Unauthorized or unsafe displays; Immediate removal.

13.14.060 Abandoned property; Removal, storage and disposal.

13.14.070 Posted notice prior to removal.

13.14.080 Temporary memorials on private property.

13.14.090 Penalties for violations.

13.14.100 Severability.

13.14.010 Purpose.

The purpose of this chapter is to promote the public health, safety, and welfare by regulating temporary memorials on public property. Specifically, this chapter is intended to:

- A. Afford citizens a reasonable opportunity to express their grief and condolences when tragedies occur;
- B. Establish the acceptable duration and contents of temporary memorials;
- C. Reduce hazards to the general public, city personnel, and public property;
- D. Enhance and protect the physical appearance of the city; and
- E. Allow the city to properly and safely maintain public rights-of-way, streets, sidewalks, easements or other areas of thoroughfare, parks, trails, and other public property.

13.14.020 Definitions.

For purposes of this chapter, the following words shall have the meanings set forth in this section:

- A. “Public property” means any public street, right-of-way, sidewalk, curb, easement or thoroughfare, alleyway, parking lot or parking garage, park, trail, open space, or other property owned or controlled by the city.
- B. “Temporary memorial” means the placement, at or near the site of a tragic event, of a single item or collection of items, including but not limited to real or plastic flowers, crosses, or other mementos made of any materials, in memory of, or as a tribute to, a victim of a tragic event.

13.14.030 Duration of temporary memorials.

Any temporary memorial placed on public property shall be allowed to remain for no more than forty-five (45) days from the date on which the incident giving rise to the temporary memorial occurred. The city shall have the sole discretion to remove the temporary memorial at any time thereafter.

13.14.040 Physical restrictions of temporary memorials.

A temporary memorial shall be no more than thirty (30) inches in height, measured from the paved surface, two (2) feet in width, measured along the roadway or sidewalk, and one (1) foot in depth, measured perpendicular to the roadway or sidewalk.

13.14.050 Unauthorized or unsafe displays; Immediate removal.

The city reserves the right to immediately remove and dispose of a temporary memorial prior to the expiration of the 45-day period, without notice of any kind or liability to any person or entity, upon a determination that a temporary memorial violates any of the following standards:

A. Temporary memorials shall not create hazards to the general public, city personnel, or others, including, but not limited to, pose a distraction to motorists; obstruct sight lines for motorists or pedestrians, including in the Clear Vision Triangle (See Chapter 19.95, Definitions); or obstruct the free movement of motorists or pedestrians on any public street, sidewalk, or bike lane.

B. Temporary memorials shall not threaten the surrounding property, including, but not limited to, by having flammable material.

C. Temporary memorials shall not interfere with routine maintenance activities of the city, such as landscaping, mowing, irrigation, painting, tree removal, or related activities. Memorials shall not be allowed in any permitted construction or maintenance work zone.

D. Temporary memorials shall not cause any type of damage to public property or any personal property located on public property, including, without limitation, trees, signs, or traffic control devices.

E. Temporary memorials shall not emit music and/or amplified sound.

F. Temporary memorials shall not damage or deface public property or be permanently affixed to the site.

G. Temporary memorials shall not be constructed from, contain, or include any glass items, including, but not limited to, picture frames, bottles, and candles, or any other item with or containing the potential for, an open flame.

H. Temporary memorials shall not include any drugs or alcohol, or contain vulgar or obscene language or images.

13.14.060 Abandoned property; Removal, storage, and disposal.

A. All items placed at a temporary memorial that remain after the 45-day period shall be considered abandoned, shall immediately become the property of the city, and may be removed and disposed of in any manner in the city's sole discretion.

B. All perishable items, including, but not limited to, food and flowers, shall be discarded. All nonperishable items will be placed for storage at the city's Corporation Yard under the direction and supervision of the Parks, Recreation & Libraries Department. Items collected by the city will be released to family member(s) of the temporary memorial honoree

upon written request. All items will be discarded by the city if not claimed within thirty (30) calendar days of storage.

13.14.070 Posted notice prior to removal.

Prior to the removal of a temporary memorial, but no later than five (5) calendar days prior to the removal of the temporary memorial or the expiration of the 45-day period, whichever is later, the city shall post in a conspicuous place near the temporary memorial a notice reading substantially as follows:

“CITY OF ROSEVILLE
NOTICE OF INTENT TO
REMOVE AND DISCARD TEMPORARY MEMORIAL

(RMC Chapter 13.14)

In order to provide an avenue to memorialize or pay tribute to victims of tragic accidents, while at the same time helping to protect the public health, safety and welfare of the community, temporary memorials are permitted on public property for up to 45 calendar days from the date on which the incident occurred that gave rise to the temporary memorial, or the date on which the city received notice, whichever is later. Thereafter, all items are considered abandoned, become the property of the city and may be removed and disposed of in any manner in the city’s sole discretion.

Persons who place any item at a temporary memorial are unequivocally indicating that they do not intend to retain the item and that it may be discarded by the city. The city shall not be responsible for the loss or theft of any item placed at a temporary memorial.

NOTICE IS HEREBY GIVEN that on or after _____ (“Removal Date’), the city will remove and dispose of all items that comprise or are a part of this temporary memorial. Any person who wishes to recover any item that comprises or is a part of this temporary memorial should remove such item prior to the Removal Date. Items remaining after the Removal Date shall be considered abandoned property, shall become the property of the city, and may be removed and disposed of in any manner in the city’s sole discretion.”

The city manager or his/her designee is authorized to approve revisions to this notice, so long as the notice remains consistent with the terms of this chapter.

13.14.080 Temporary memorials on private property.

Temporary memorials are prohibited on private property without the consent of the property owner.

13.14.090 Penalties for violation.

Violation of any provision of this chapter may be charged as an administrative citation, infraction, or misdemeanor, at the discretion of the City Attorney.

13.14.100 Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, word, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstance shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

SECTION 2. The City Clerk is hereby authorized and directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 3514

File #: 0203-07 & 0201-01

Title: Electric Emergency Operations Center - Contract Purchase Agreement and Budget Adjustment
Contact: Tom Pontes 916-774-5550 tpontes@roseville.ca.us

Meeting Date: 9/4/2024

Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt a resolution to approve a Contract Purchase Agreement with Conference Technologies Inc., dba CTI and authorize the City Manager to execute it; and
2. Adopt an ordinance approving a \$750,000 budget adjustment to the previously approved Electric Utility Department Operations Center Project.

BACKGROUND

Roseville Electric Utility has identified the need for an Emergency Operations Center (EOC) to coordinate utility related emergencies, as well as support City emergency operations. The EOC will be located on the first floor of 116 S. Grant Street with a secondary location on the fourth floor. The EOC will serve as the central command and control location to ensure continuity of operations and enhance the safety of Roseville's residents and City staff during an emergency or disaster. Through the deployment of technology such as video walls, an audio-conferencing system, and the capability to view, monitor and interact with real time data from other systems, the EOC will provide the City's management team and incident responders with improved situational awareness to support effective incident management, decision making, and collaboration and communication with City staff, Roseville residents, and external agencies. These locations will continue to provide their existing functions for meetings, trainings and customer engagement so the technology will always be available for immediate use.

A Request for Proposals was issued in March 2024 for the EOC work and the electric utility received bids from two companies. Following staff review and evaluation of the proposals, CTI was selected as the top bidder.

The requested budget adjustment is necessary to increase the existing Electric Utility Department Operations Center Capital Improvement Project (CIP) budget to \$1,500,000 to cover the proposed implementation cost and site modifications such as minor floor construction, electrical

expansion work, and related ancillary equipment.

FISCAL IMPACT

The total cost of the five-year agreement will not exceed \$1,251,098.72. Partial funding is included within the Electric Utility Department Operations Center CIP budget for Fiscal Year 2024-25. Approving the proposed \$750,000 budget adjustment will increase the existing CIP budget from \$750,000 to \$1,500,000 in the Electric Fund. Any future funding necessary will be included in the respective Electric Department budgets and contingent on City Council approval.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Goal C - Maintain a safe and healthy community

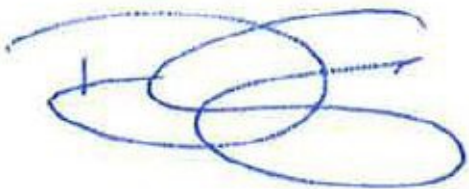
Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Tom Pontes, Assistant Electric Utility Director

Dan Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-309

Contract-CTI

Ordinance 6859

CEQA Class 1 Exemption

RESOLUTION NO. 24-309

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY
OF ROSEVILLE AND CONFERENCE TECHNOLOGIES, INC. DBA CTI AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, contract purchase agreement (3004015) for an Emergency Operations
Center Video Wall System, by and between the City of Roseville and Conference Technologies,
Inc. dba CTI, has been reviewed by the City Council; and

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
_____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3004015

Supplier Details:

Company Conference Technologies Inc dba CTI
Contact Earl Carter
Address 11653 Adie Rd

Maryland Heights, Missouri 63043

Submit your response to:

Company City of Roseville
Contact Erica Kaminski
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1108
Fax (916) 746-1115
E-mail enkaminski@roseville.ca.us

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

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

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

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

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

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

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

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3004015

Agreement	3004015
Agreement Date	19-JUL-2024
Revision	0
Agreement Amount	1,191,522.59 USD

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

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

Supplier **Conference Technologies Inc dba CTI**
11653 Adie Rd

Maryland Heights, Missouri 63043

Phone: (314) 993-1400
Fax: ()
Email: earl.carter@cti.com

Description of Labor, equipment and/or materials THE VENDOR SHALL PROVIDE THE SERVICES CALLED FOR UNDER THE CITY OF ROSEVILLE REQUEST FOR PROPOSALS (RFP) 07-100 FOR EMERGENCY OPERATIONS CENTER (EOC) VIDEO WALL SYSTEM AND CONTRACTOR'S PROPOSAL THERETO TITLED "RFP RESPONSE 2024 EMERGENCY OPERATIONS CENTER (EOC) VIDEO WALL SYSTEM RFP 07-100" DATED 5/14/24 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE RFP 07-100 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS AGREEMENT AND FULLY INCORPORATED BY REFERENCE. ADDITIONALLY, THE ATTACHED CONFERENCE TECHNOLOGIES, INC. DBA CTI COST PROPOSAL REVISED 5/30/24 IS FULLY INCORPORATED BY REFERENCE ONTO THIS AGREEMENT WITH DOLLARS TO INCLUDE THE OPTIONAL FREESTANDING MOUNTING STRUCTURE AND OPTIONAL EXTENDED WARRANTY.

START DATE: EXECUTED AGREEMENT
END DATE: 5 YEARS FROM PROJECT INSTALLATION SIGNOFF

PLEASE CONTACT STEVE HANCOCK IN THE ELECTRIC DEPARTMENT AT 916-774-5631 OR SJHANCOCK@ROSEVILLE.CA.US FOR ANY QUESTIONS REGARDING THIS AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	16136	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
		Erica Kaminski Phone 1-916-746-1108			

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

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent, or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
10. Contractor agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance

coverage.

- b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
 - (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Contractor shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment

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

- i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Vehicles with a gross vehicle weight rating (GVWR) greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board (CARB) Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions and air pollutants. For more information, visit the CARB Advanced Clean Fleet webpage at <https://ww2.arb.ca>.

[gov/our-work/programs/advanced-clean-fleets](http://www.roseville.ca.us/gov/our-work/programs/advanced-clean-fleets).

20. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
21. 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.
22. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency.
23. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than \$250 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.
24. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
25. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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. _____

Contractor License No. 1072847_____

DIR Registration No. 1000618469_____

Check mark the applicable company type below:

 X Corporation

 Limited Liability Company

 Partnership

 Sole Proprietor

*City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 3/21/24 JS*

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

General - Required Coverage/Documentation

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

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

Construction: X

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

Design Professional: _____

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

Professional Consultant: _____

Professional Liability:
\$1 Million/occurrence

IT Services: _____

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

Hazardous Materials: _____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____

No auto required
No workers' comp required

Professional Counseling/ Psychological: _____

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

Pyrotechnics:_____

General Liability:

\$5 Million/occurrence

\$10 Million aggregate

Auto - \$2 Million/occurrence

Chemical/Environmental:_____

General Liability:

\$3 Million/occurrence

\$6 Million aggregate

Pollution – \$2 Million/Occurrence

Auto - \$2 Million/Occurrence

Insurance Submission Process

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

How It Works

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

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

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

Asbestos-Containing Materials in City-Owned Buildings

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

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

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

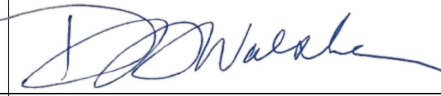
- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint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

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

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

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

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	CTI, Inc.
DATE	July 24, 2024

Asbestos
Rev 01/16/19

CALIFORNIA AIR RESOURCES BOARD REGULATION COMPLIANCE

Please indicate whether the Contractor is subject to, and/or in compliance with, the following regulations of the California Air Resources Board.

In-Use Off-Road Diesel-Fueled Fleets Regulation

- 1) Will vehicles subject to Cal. Code Regs., tit. 13, §§ 2449 et seq. be used for the project?
This includes, but is not limited to:
 - a) Vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road
 - b) Workover rigs
 - c) Certain two-engine vehicles

Yes ☐ No ☒
- 2) If you answered "Yes" to 1), you **must** submit a valid Certificate of Reported Compliance to the City as provided in Cal. Code Regs., tit. 13, § 2449(n).

Advanced Clean Fleets Regulation

Pursuant to Cal. Code Regs., tit. 13, § 2013(i)(1), the Contractor shall submit to the City a document evidencing that it is listed on the CARB Advanced Clean Fleets webpage as a compliant fleet **OR** a signed statement stating that it is not subject to the High Priority and Federal Fleets regulation of title 13, CCR section 2015 through 2015.6.

The High Priority Fleets regulation applies to, without limitation, entities with more than \$50 million in gross annual revenues and/or which own, operate, or direct the operation of 50 or more vehicles in the total fleet.

- 1) Is the Contractor subject to the High Priority and Federal Fleets regulation of title 13, CCR section 2015 through 2015.6?
Yes ☐ No ☒
- 2) If you answered "Yes" to 1), you **must** submit a document evidencing that you are listed on the CARB Advanced Clean Fleets webpage as a compliant fleet.

Signature: _____

Title: CFO

Supplier

Signature: 

Print Name: Dan Bunyod

Title: CFO

Date: 8/6/2024

Supplier

Signature: 

Print Name: John Laughlin

Title: CEO

Date: 8-6-2024

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____



April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
Shannon Wiest
A3035660A19747F...

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

**EMERGENCY OPERATIONS CENTER (EOC) VIDEO WALL SYSTEM
RFP 07-100**

**PREPARED FOR:
CITY OF ROSEVILLE**

ATTN: CITY CLERK DEPARTMENT
311 VERNON STREET
ROSEVILLE, CA 95678
CITYCLERKROSEVILLE@ROSEVILLE.CA.US

PREPARED BY:

PAUL REIGNER
1902 VULTEE ST.
ALLENTOWN, PA 18103
(484) 429-6302
MAY 14, 2024



PROFILE AT A GLANCE

Corporate Name:	Conference Technologies, Inc.®
D.B.A.	CTI
Date of Establishment:	October 11, 1988
Type of Organization:	Privately Held Corporation (S-Corp)
Headquarter Address:	11653 Adie Road, Maryland Heights, MO 63043
Website:	www.CTI.com
Locations:	34 offices in 22 states
Number of Employees:	875+ full and part-time
Armed Forces Veterans:	47+
Founder(s):	Jane & Dennis Woodhouse (1988-2011)
Owner(s):	Mary Laughlin (51%) / John Laughlin (49%) (2011-Present)
Industry:	Audiovisual/Technology/Telecommunications/B2B
NAICS	334290
CSI:	Division 27 (10,11,13,15,40,41,42,51) — Communications Division 28 — Electronic Safety and Security
Contracts Vehicles Approved:	GSA (GS-03F-0124Y)/NAICS

2023 Largest Contract \$1,627,395

Completed more than 3,150 projects in 2023.

Average Contract for 2023 \$53,048

Completed more than 11,000 Projects Worldwide

St. Louis Office had the most projects in 2023.

Completed projects in over 25 different countries.

CTI added over 1,189 New Clients in 2023

Supporting more than 1,750 Service Contracts

2023 Box Sales more than \$80,000,000

58% of Fortune 100 Companies are our clients.

2023 End of year projects in progress 1391 (WIP)

43% of Fortune 500 Companies are our clients.

TABLE OF CONTENTS

Profile At A Glance	2
Table of Contents	3
Cover Letter.....	4
SECTION 1: RFP RESPONSE	5
TAB A: Firm's Qualifications.....	5
TAB B: Experience and References	8
TAB C: Qualifications of Team	9
TAB D: Project Understanding.....	16
TAB E: Project Plan.....	20
TAB F: Cost Proposal.....	25
TAB G: Required Statements/Documents	26
TAB H: Exceptions	38
TAB I: Competency of Proposers	39
SECTION 2: COMPANY OVERVIEW	40
About Us.....	40
History & Milestones.....	41
Locations	42
Corporate Social Responsibility.....	43
Professional Associations.....	45
4-Step Process.....	46
Solutions.....	47
Services.....	49
Rack Fabrication Center.....	50
Clientele	51
Credentials/Certifications.....	56
SECTION 3: FINANCIAL & PROJECT INFORMATION	57
Financial Information	57
Project Information	57
Safety Information	57
Insurance Information.....	57
Bank Reference.....	59
Surety Reference.....	60

May 14, 2024

To Whom It May Concern,

On behalf of CTI, it is my pleasure to provide a technical proposal and supporting information to design, install, configure, commission, and support the new video wall system solutions and supporting audio visual equipment within Roseville Electric Utility (REU) new Emergency Operations Center and Secondary Conference Room at REU's main office in downtown Roseville at 116 South Grant Street.

I confirm that CTI is duly certified, licensed, and otherwise able to and capable of performing all tasks required for this design and build according to the project requirements described in the provided RFP documents as well as Addendum #1 issued on 4/11/24 as well as the corresponding questions and answers.

If you have any questions or require any additional information, please do not hesitate to contact me.



Sincerely,

Paul Reigner

Paul Reigner
Design Consultant
CTI
484-225-3543
paul.reigner@cti.com

SECTION 1: RFP RESPONSE

TAB A: FIRM'S QUALIFICATIONS

In addition to what was required for this proposal, CTI has submitted a thorough overview of our company beginning in [Section 2: Company Overview](#).

CTI, the largest privately held AV integration and events provider in the United States, provides audiovisual, IT, and UCC solutions, including engineering, design, installation and integration, maintenance, and service. Headquartered in St. Louis, Missouri, CTI serves customers in the US from 35 locations nationwide and worldwide through the PSNI Global Alliance. CTI has served clients in the corporate, education, higher-ed, healthcare, house of worship, government, sports, and broadcast markets since 1988. From a single room to the largest Fortune 100 companies, the team at CTI has the experience and expertise you need for a successful event or integration.

Since we began in 1988, our goal has been to provide custom, superior technology services. These include design, engineering, training, and support for professional audio, video, visual, and control systems. Our model has also evolved to develop IP network design, video conferencing, web casting, collaborative systems, and unified communications as technology continues to advance.

CTI's dedicated Command and Control team brings over 35 years of operations center and control room technology experience from successful projects in over 22 states. We design, integrate, and support solutions for mission-critical environments globally in the most demanding industries. As part of the PSNI Global Alliance, we can take your facility to the next level anywhere in the world, whether you need an upgrade on a mission-critical display or a completely new design for your command center.

Thursday, May 9, 2024

To Whom It May Concern:

Please be advised that Conference Technologies Inc (CTi), is a Barco certified Gold level partner and, as a large scale integrator, has authorization to sell and service the following products in all applications for Control Rooms and Workplace/Corporate markets within the USA and its territories:

- Networking Hardware & Software:
Transform ECU, CTRL, SaaS offerings and peripherals
- Advanced Networking Hardware & Software:
Transform N, CMS, OpSpace,
- Video Wall display products:
LCD: UNISEE, LVD, KVD series
LED: TruePix series, XT series, NT series
RPC: Rear Projection Cubes – ODL and MVL series
- Consumables:
Consumables include, but are not limited to: lamps, filters, polarizers, analyzers, assemblies and/or any items which are considered to be consumables.

This letter is to serve as notice that Conference Technologies Inc (CTi), located in, Allentown, PA is a reputable and duly authorized reseller of Barco's Control Rooms product line. As a reseller, Conference Technologies Inc (CTi), can fulfill orders to all customers under the terms and conditions therein specified. Please use the contact info below from Conference Technologies Inc (CTi) when looking for quotes or service:

Paul Reigner
1902 Vultee Street,
Allentown, PA 18103

Office: 484-429-6302
E-Mail: Paul.Reigner@cti.com
www.cti.com

Very truly yours,
Barco, Inc.

By: 
Name: Mike Benson

Title: VP, Control Rooms Sales

P 1 / 1

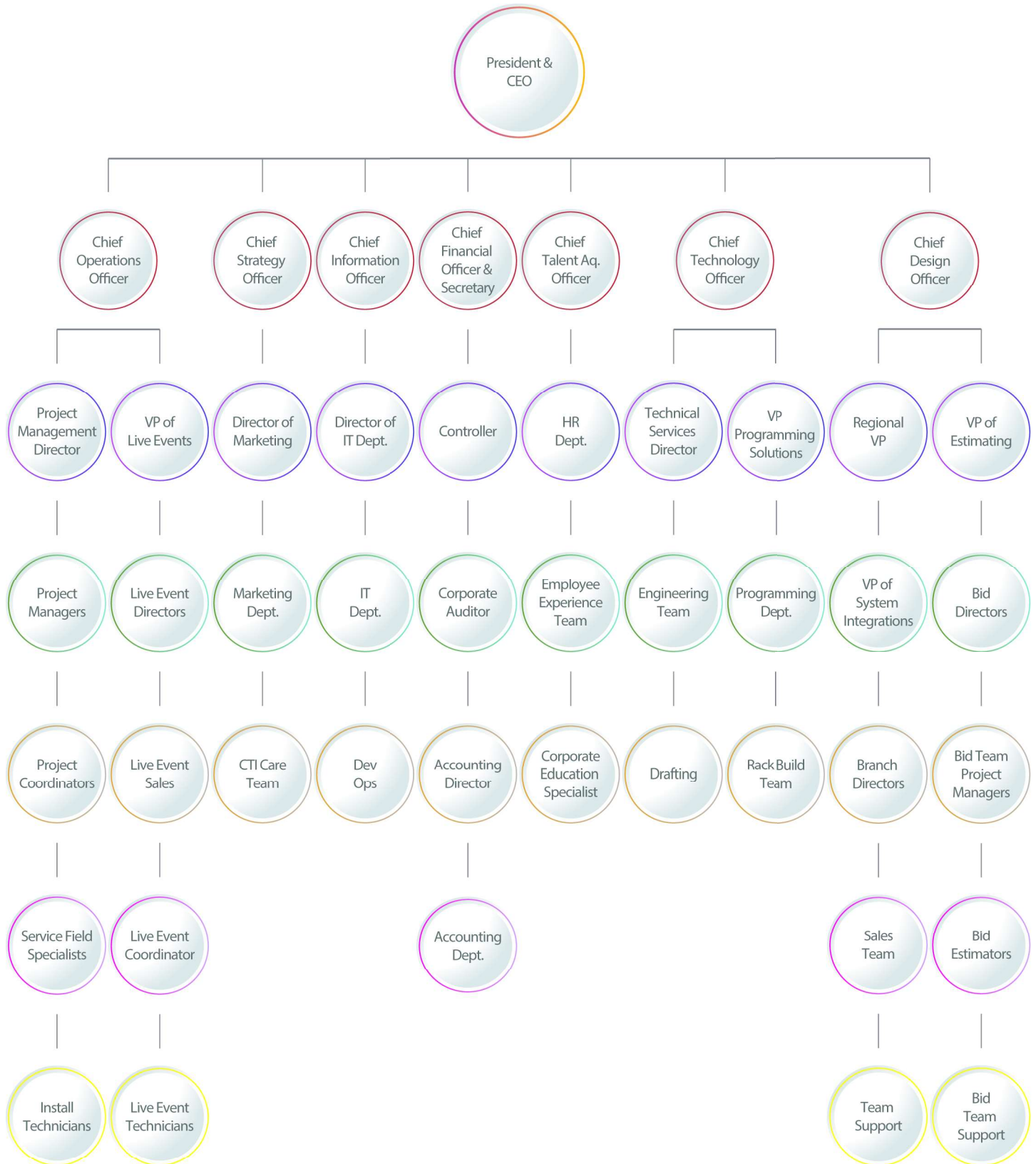
Barco Inc. | 3059 Premiere Parkway | Duluth GA 30097 | United States
Registered office: 3078 Prospect Park Drive | Rancho Cordova CA 95670 | United States
T +1 916 859 2500 | F +1 916 859 2515 | www.barco.com

ENABLING BRIGHT OUTCOMES



ORGANIZATION CHART

CTI has nearly 900 employees nationwide which makes it challenging to visually represent all personnel in an organization chart, so we have create the chart below which best represents our company structure.



TAB B: EXPERIENCE AND REFERENCES

EXPERIENCE AND REFERENCES

Our dedicated Command and Control Room team specializes in the integration of control room display technologies providing end-to-end design and integration, ConOps review, and enterprise solutions for control rooms, war rooms, training rooms and ancillary spaces. We have designed, engineered, and integrated, thousands of technology communications systems, in applications that range from ultra-portable to permanent, from classrooms to boardrooms, entertainment complexes to global network operations centers. CTI's team includes factory-trained technicians, Microsoft and Cisco certified engineers, PMI-certified project managers, and experienced video wall professionals.

The following project references are provided to demonstrate CTI's technical experience and expertise working in similar environments and on projects of similar scale.

REFERENCE #1

Client: City of Redding (Redding Electric Utility)
 Project: DOC/EOC- Department Operations Center/Emergency Operations Center
 Dates: May 2021
 Total Value: \$986,846.85
 Location: Redding, California
 Contact: Shawn Avery
 Phone: 530-949-5284
 Email: savery@reupower.com



Summary: The design goal of the DOC was to make both Department and Emergency Operations more efficient and accurate by creating an environment that enhances overall situational awareness, collaboration and communication and quick and correct response. CTI, doing business as Vistacom at this time, was the successful bidder and provided three Barco UniSee video walls along with a Barco network-based Barco video wall processing solution similar to the systems specified as part of this project. Additionally, audio, video conferencing capabilities, as well as AV control system were also deployed.

REFERENCE #2

Client: Dominion Energy
 Project: Electric Transmission Control Rooms (Multiple Projects)
 Dates: 2018 through Current
 Location(s): Glen Allen and Richmond, Virginia
 Contact: David Kuehl
 Phone: 804-801-3303
 Email: David.m.kuehl@dominionenergy.com



Summary: CTI, doing business as Vistacom, provided various services for Dominion Energy across multiple control rooms and buildings. Projects included multiple types of Barco flat panel video walls, in both flat and curved arrays, mounted using custom mounting solutions. All the video walls leveraged a Barco network-based video wall processing solution to visualize various content types including hardware encoded, webpages, VNC, etc. Our systems continue to be supported through both onsite technicians and ongoing service and maintenance contracts.

REFERENCE #3

Client: PJM Interconnection
 Project: Multiple Projects
 Dates: 2016 through 2023
 Location(s): Valley Forge and Milford, Pennsylvania
 Contact: Greg Burns
 Phone: 484-702-2270
 Email: Gregory.Burns@pjm.com



Summary: PJM Interconnection is a regional transmission organization (RTO) that coordinates the movement of wholesale electricity across fourteen states. CTI, doing business as Vistacom, has been awarded multiple control room projects, through competitive bid processes, to upgrade/replace various Barco flat panel video walls and network-based video wall processing in support of their technical operations teams during both normal and emergency situations. We continue to support them with organization wide service and maintenance contracts inclusive of enhanced SLA's to support their critical infrastructure.

TAB C: QUALIFICATIONS OF TEAM

This project will utilize the capabilities and resources of our dedicated Command and Control team which has the technical expertise, experience, and certifications associated with control room and similar type projects. Most of this specialized team is in our Allentown, PA location. To reduce costs while having access to additional resources for this project we will leverage CTI resources from our San Francisco office as they will support the Audio and Video conferencing elements as well as provide additional support after the project is completed from a service and maintenance perspective.

Due to all the resources available CTI will self-perform all the work necessary to execute this project. CTI will not be needing subcontractors however manufacturer labor may be required on site for certain elements of the project but is not currently planned for.

PROJECT TEAM SUMMARY OF ROLES

Below are the key project team members from CTI that will be involved with executing this project.

Paul Reigner, Control Room Design Consultant, will actively participate in progress and coordination (internal and external) meetings while being the point person for all account, business, pricing, and similar project related items. Paul has been with Vistacom/CTI for just under 10 years.

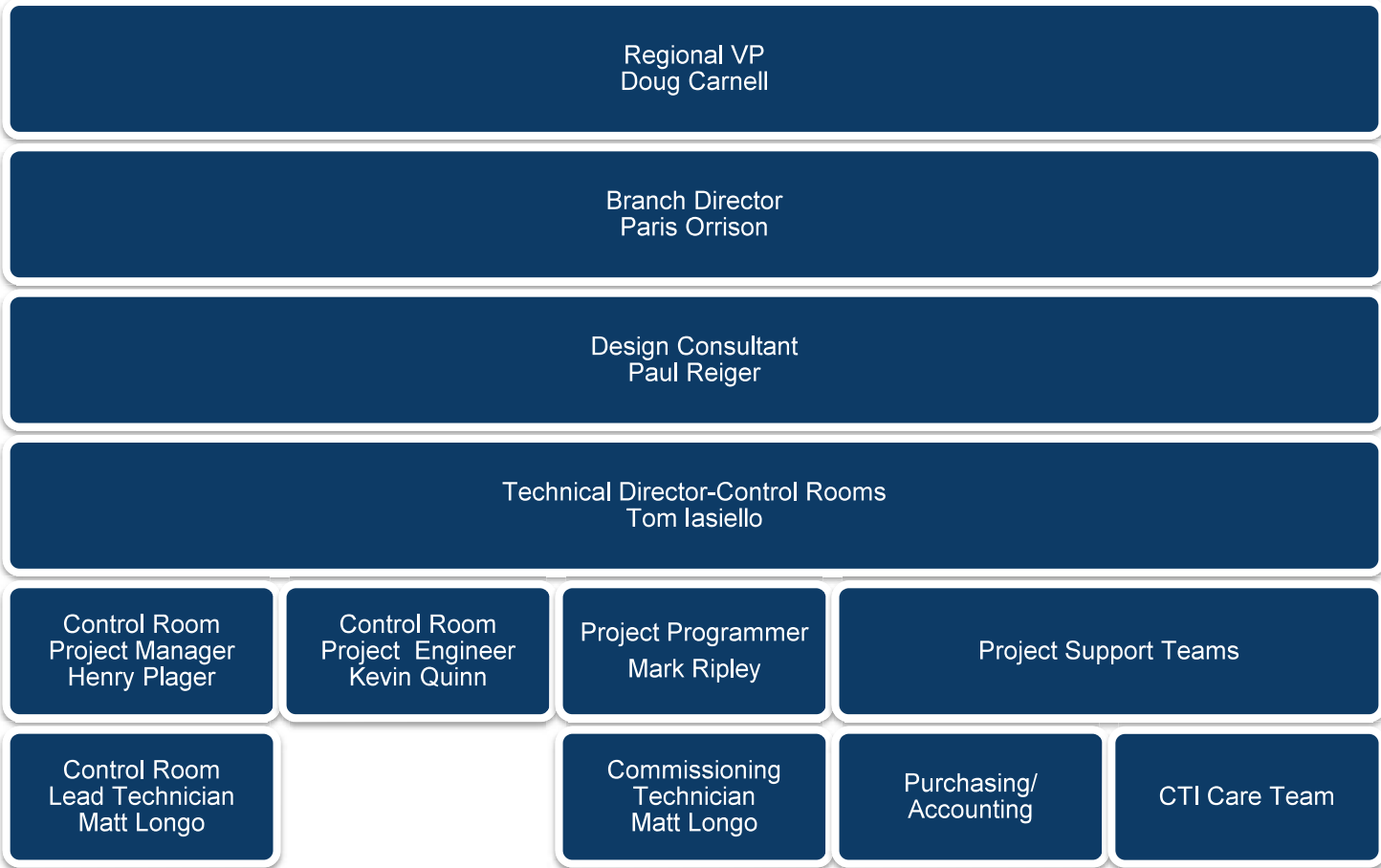
Tom Iasiello, Technical Director-Control Room, oversees all operational aspects of project execution for our control room/mission critical projects. This includes project managers, shop technicians, installation technicians, as well as the commissioning team. As a former member of the White House communications team under two Presidents, his proven track record of delivering high profile, complex projects with a get it done and make sure it works mentality, sets the foundation for positive project outcomes. Tom will be involved from the internal project handoff while having visibility and involvement throughout the project design, installation, and commissioning process while supporting the assigned project manager. Tom has been with Vistacom/CTI for just under 24 years.

Henry Plager, Control Room Project Manager, has been assigned this project because of his proven track record of delivering various project types within the framework of a design-build structure and specifically in NERC CIP environments as well as his involvement with projects of a similar nature. Henry will be the main point-of-contact for the project team for day-to-day communications, coordination, and project execution. Henry will be responsible for scheduling all meetings, generating meeting notes, and following up on action items to ensure a timely resolution. Henry has been with Vistacom/CTI for 4.5 years.

Kevin Quinn, Control Room Design Engineer, will be the primary CTI team member supporting the design and shop drawing development phase. After approval of the shop drawings and submittals is completed, Kevin will remain in a supporting role assisting the operations team and ongoing project needs as required. Additionally, Kevin has been assigned to this project as he has worked with the City of Roseville on another control room project. Kevin Quinn has been with CTI for 4 months.

Matt Long, Lead Control Room Technician, will be the lead on-site technician during the project installation, commissioning, and testing phase. Matt will not be involved with the project until shop configuration begins, at which point he will familiarize himself with the systems in preparation for installation on site. Once on site, Matt will lead the installation team and be the main point-of-contact for all activities. Matt Longo has been with Vistacom/CTI for 14 years.

PROJECT TEAM STRUCTURE



PROJECT TEAM RESUMES

THOMAS IASIELLO

TECHNICAL DIRECTOR - CONTROL ROOM



Tom is an experienced professional with over four decades of experience in both technology communications and services. He is responsible for building processes and systems and oversight of the entire managed services department and associated technical staff. Tom ensures prompt response to all customer and company-initiated service issues, ensuring the highest level of quality and adherence to SLA's and customer satisfaction. He also monitors quality of service and installation work performed at customer sites to ensure the highest quality of standards and safety are met.



CONTACT INFORMATION

Office: Allentown
Address: 1902 Vultee St.
Allentown, PA 18103

Phone: 484-429-6129
Email: thomas.iasIELLO@cti.com



AV EXPERIENCE

42+ years
CTI Member since 2024



EDUCATION

US Air Force Training School
US Army Non-Commissioned Officers Academy



CERTIFICATIONS

AQAV CQL
AQAV CQT
Avixa CTS
Biamp
Barco
Crestron Technical Training
Extron
NEC
NERC/CIP Compliance Training
Poly



PROJECT EXPERIENCE

Amtrak
SEPTA
PENNDOT District 6
VELCO (Vermont Electric Company)
Dassault Falcon Jet
Bell Helicopter
Jamaica Power
Bermuda Electric Company
Pennsylvania Turnpike
General Dynamics
US Department of Commerce
Massachusetts General Hospital
City of Camden EOC
Dominion Energy
NPPD (Nebraska Public Power)

KEVIN QUINN
CONTROL ROOM DESIGN ENGINEER

TESIRA

Kevin Joined CTI in 2024. He brings over 14 years of experience in technology with 10 of those directly focused on Command and Control. He has deployed hundreds of Control Centers spanning multiple use cases with an emphasis of Public Safety. His relevant experience includes the successful implementation of Real Time Crime Centers, Emergency Operations Centers, Public Safety Answering Points.


CONTACT INFORMATION

Office: Allentown
Address: 1902 Vultee St.
Allentown, PA 18103

Phone: (484) 429-6496
Email: kevin.quinn@cti.com


AV EXPERIENCE

14+ years
CTI Member since 2024


EDUCATION

Savanah College of Art and Design
Sound Design


CERTIFICATIONS

AutoCad
Biamp Tesira
Haivision Certified Level III
VuWall Certified Level I


PROJECT EXPERIENCE
Public Safety:

Cobb County GA – RTCC
Cobb County GA – EOC
District of Columbia Metro PD – JOC
Charlotte Mecklenburg NC – EOC, LEC, JOC
City of Chicago Metra - TRACC
City of Chesapeake VA – PSOB, EOC, 911
City of Livermore CA – RTCC
City of Suffolk VA – 911 Center
City of Philadelphia PA EMA – EOC
City of Philadelphia – Fire Dispatch
City of Philadelphia – Police Dispatch
CalFire/Alert California – Southern Operations Center
CalFire/Alert California – Sacramento Intel Center

Enterprise:

PFIZER -Fusion
Google – Logistics
Legato Security – Security
Maersk – Logistics

HENRY PLAGER

CONTROL ROOM PROJECT MANAGER



Henry is an experienced and dedicated project manager with more than two decades of experience in successfully guiding projects from pre-sales through sign-off. He is an effective communicator with strong qualifications in resource allocation, organizational and leadership skills, and managing stakeholder expectations. Henry is skilled in capitalizing on the strengths of in-house team players as well as outside vendors.



CONTACT INFORMATION

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Address: 1902 Vultee St.
Allentown, PA 18103

Phone: (484) 429-9026
Email: henry.plager@cti.com



AV EXPERIENCE

20+ years
CTi Member since 2024



EDUCATION

Reinhardt University
B.A. in Organizational Management

Georgia Tech
Undergraduate Studies in Industrial Management



CERTIFICATIONS

Avixa CTS
Barco Certified Expert - Control Rooms – ODL Series Video Walls
Barco Certified Expert - Control Rooms – Unisee Series Video Walls



PROJECT EXPERIENCE

Duke Energy
ERCOT
Florida Power & Light
Omaha Public Power
Transocean

MATT LONGO

CONTROL ROOM TECHNICIAN



Matt is an experienced control system professional with more than a decade of experience in the control room and video wall industry. His job responsibilities include providing advanced certified AQA9000 system integration services throughout all phases of construction to include mechanically installing and aligning video wall displays, video wall processor set-up and commissioning, network integration, general audio-visual and control technology installation, and acceptance testing. Mr. Longo is a certified trainer for user-level and technical-level training of video wall systems.



CONTACT INFORMATION

Office: Allentown
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Phone: (484) 429-9552
Email: matt.longo@cti.com



AV EXPERIENCE

10+ years
CTI Member since 2024



EDUCATION

SAE School of Audio Engineering
Audio Technology



CERTIFICATIONS

AQAV AV9000 Certified Quality Assurance Technician
Avixa CTS
Barco ODL
Barco OL Series Cube Certification
Barco TransformN Specialist and Advanced Certifications
Christie Microtile
Christie Phoenix
Kramer Certified Digitalist
Microsoft MCTS Certification
OSHA 10
Hazard Materials Training
NERC/CIP Compliance Training



PROJECT EXPERIENCE

Massachusetts Bay Transportation Authority (MBTA)
Pennsylvania Turnpike Commission
PPL Electric
Public Service Enterprise Group (PSEG)
SEPTA

MARK RIPLEY PROGRAMMER



Mark is an experienced AV control system professional with nearly two decades of experience in the AV industry. His responsibilities include developing, maintaining, and upgrading cutting-edge AV Control software. He coordinates design and implementation of applications, collaborating with project managers, engineering teams, and client representatives to ensure on-time completion of project deliverables. He provides technical leadership to a team of certified control developers while maintaining his education & certifications.



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AV EXPERIENCE

16+ years
CTi Member since 2024



EDUCATION

Allentown Business School
Advanced Programming Specialist



CERTIFICATIONS

AMX ACE
AQAV CQL
Avia CTS
Crestron CCP
Crestron Master Programmer Gold (MCP-G)
Extron ECP
Programming Languages: C#, HTML, Java Script, and C++ Software Developer.
SQL Developer, SQL Administration Training.



PROJECT EXPERIENCE

ACE Insurance
Bermuda Electric
Dominion Energy
Lehigh Valley Health Network
PEMA
Vanguard

TAB D: PROJECT UNDERSTANDING

As part of its effort to modernize and upgrade their facilities capabilities to respond to various events, the City of Roseville, and Roseville Electric Utility (REU) is planning to upgrade the 1st Floor Conference Room (EOC) and 4th Floor Executive Conference Room at their facility in Roseville, California. When complete, the upgrades will provide REU with state-of-the-art technology for situational awareness and management of various events along with the room functioning as general meeting spaces when not being used for event/emergency management. These upgrades are intended to promote better operational performance and increased responsiveness.

CTI has thoroughly reviewed the plans, specifications, and requirements for the project. CTI understands these requirements as well as the intent of the project as it relates to finding a true technology partner who is capable of actively participating in all phases of the project including design coordination, a professional and smooth on-site integration, and dependable support during the warranty phase and beyond.

Additional information about how CTI plans to execute the project can be found in the Implementation Plan in Tab E- Project Plan.

As a brief introduction to CTI's technical scope of work, below is a partial list of CTI's value to Roseville Electric Utility, referred to as "REU":

- A Day One implementation plan to manage all project risks and maintain the project schedule including all design and installation labor required.
- An accurate estimating process performed by professional estimators, unique for our industry, virtually eliminates non-scope-related change orders.
- CTI is one of three Barco Gold Level integrators and has multiple certified Barco UniSee and CTRL technicians.
- A dedicated and separate Managed Services team with certified Barco technicians to maintain and repair all system-related hardware and software to ensure the operation and life of your system.
- Labor resources within driving distance to assist with project installation and post-installation project support.
- No project cost impact if a staggered implementation is required between the 1st and 4th floor work due to construction related delays on the 4th floor as long as CTI begins the 4th floor work no later than February 2025.

SCOPE OF WORK

1ST FLOOR EMERGENCY OPERATIONS CENTER (EOC)

For the new video walls in this room, CTI will design, furnish, install, commission, and test a total of two (2) 6 wide by 3 high Barco UniSee Gen II video walls. CTI has included Barco UniSee Essential Care to extend the UniSee warranty to 5 years. These displays will also come with remote, redundant power supplies that will be rack mounted in a new CTI provided equipment rack which is understood to be located across the hallway from the EOC in the IDF as identified during the site walk. CTI has accounted for this rack to reside within 50m of the video wall.

As required by the State of California, to provide a seismic rated mounting interface for the video walls, CTI will provide a Draper mounting solution that will provide a structurally sound installation as well as precision mounting and alignment for the UniSee mounts. This mounting interface will attach to the structural wall and will include the necessary trim kits for each wall. It is understood that REU/City of Roseville will be responsible for all engineering stamps and structural reinforcements of the building wall itself.

PROPOSED OPTION- As an optional cost, and to eliminate the need for reinforcement and stamps for the building wall to be completed/provided by REU, CTI has included optional costing to replace the Draper mounting interfaces and trim kit with custom, free-standing AMD floor attached mounting structures. These mounting structures would attach to the floor and tie off to the rear wall of the building and includes finish panels to provide a clean, finished look.

To provide content to the new video walls in this room, CTI will furnish, install, commission and test twelve (12) Barco SAN-050 Secure Appliance nodes that will reside within the new CTI equipment rack. As part of this proposal, CTI has accounted for each node providing content to a one (1) wide by three (3) high section of each video wall while leveraging the looping capabilities of the UniSee displays and will use one (1) output from each node to provide this content. There will be six (6) nodes used for each of the 6x3 video walls.

To ensure signal integrity from the rack-mounted nodes to the UniSee panel displays, CTI has accounted for HDMI STP Video Transmitters and Receivers.

To ingest content into the system, CTI has included eleven (11) Barco NGS-D440 Secure Appliance encoders to be installed within the CTI provided equipment rack. This includes:

- Four (4) D440 encoders for each CTI provided Barco Clickshare CX-50 w/ HDMI Transmitter/Receiver pairs.
- Four (4) D440 encoders for the CTI provided and installed HDMI Transmitter wall plates.
- Two (2) D440 encoders for future owner furnished workstations.
- One (1) D440 encoder for owner furnished Cable TV tuner.

As part of this proposal, CTI has included one (1) Barco SAN-050 to be configured as a Gateway device to enable webpages to be brought into the CTRL video wall processing natively as sources. It is understood that this SAN-050 would be installed in the CTI provided equipment rack.

Additional computer workstation outputs can be encoded using a software-based encoder such as VNC or RDP. The workstations where it is deployed must be on or have access to the same network that the processing resides on.

As part of this proposal, CTI will furnish, commission, and test one (1) Barco NSD-430 Application Server that will host REU's SCADA software. This application server will live outside of the AV VLAN and will have a firewall to maintain NERC CIP compliance. To ingest the content on this application server, CTI will leverage screen scraping software. Initial configuration of the Application Server will be done by CTI with final configuration be done by REU in conjunction with CTI.

Barco's CTRL video processing system shall be installed and configured leveraging three (3) Barco SAS-050 Secure Appliance Servers as the headend configured in a high availability design. The SAS-050 is the service node for Barco CTRL, delivering the core functionality of the networked visualization system. The SAS-050, managing all hardware and the security features of the Barco CTRL platform, is a vital component of the system. Total CTRL licenses included for the project include:

- One (1) CTRL Basic License (includes 8x HD out, 16x Source View)
- Forty-one (41) CTRL HD Out Licenses
- Sixty (60) CTRL Source View Licenses
- One (1) CTRL Server Redundancy License

All Barco CTRL hardware and software is covered by Barco EssentialCare coverage for a term of 5 years.

Audio and Control System

CTI will furnish, commission, and test an audio and control system as part of this proposal. The audio system will consist of audio DSP, 2-Channel power amplifier, and ten (10) ceiling speakers split into 2 zones. The audio DSP is required to ensure that audio latency can be controlled to ensure video sync with sources which will be heard over the ceiling speakers. Audio sources include:

- Four (4) Clickshare CX-50
- Four (4) Wall Plates
- One (1) Cable TV Tuner
- Wireless Microphones as outlined below.

CTI will furnish, commission, and test a total of eleven (11) wireless microphones: three (3) Shure QLXD wireless handheld microphones with tabletop stand and eight (8) wireless boundary microphones. The handheld microphones will be used to reinforce speech locally throughout the space with the boundary microphones transmitting audio from the near end to the far end during video conferences.

Included with the above microphones is three (3) QLXD single channel receivers, one (1) 8-channel network charging base, one (1) 8-channel wireless receiver. The wireless receiver will be ceiling mounted in the EOC and will utilize a PoE network connection on the AV network.

To provide simplified control of the audio and video wall systems, CTI will furnish, commission, and test a Crestron CP4 control chassis with one (1) 21.5" touch panel to be installed at a TBD location. This touch panel will provide the following functionality and will be password protected:

- Layout Recall of (10) Video Wall Presets per wall.
- Audio source selection and volume control
- Camera and/or video wall content selection during video conference
- Power on/off of the system

Video Conferencing

To provide the City of Roseville with a flexible video conferencing solution, CTI will furnish, commission, and test an AV Bridge (i.e., USB chassis) to convert the audio from the microphones described above and video, from the HD cameras outlined below, to USB for proper connection to the Barco CX-50 Clickshare Conference. One (1) of the CX-50 units will be configured

as the conferencing Clickshare the end user to utilize video conferencing applications via software running on their laptop (i.e., Cisco Webex, Microsoft Teams, Skype for Business, Zoom, etc.).

To provide video wall content to the far end during a video conference, CTI has included one (1) SAN-050 to feed into the AV bridge via an HDMI matrix switcher. Control of what video wall content will be shared with the far end would be done using the about outlined touch panel.

CTI will furnish, install, commission, and test two (2) high-definition, PTZ cameras in the EOC. These cameras will be ceiling mounted, white in color, and installed at a TBD location within the room.

Camera selection and Pan-Tilt-Zone control will be done utilizing the above-described touch panel.

Equipment Rack

As part of this proposal, to house all equipment other than what is outlined to be installed in the EOC, as well as the REU provided network switch, CTI will provide and install one (1) 44-space 32" deep equipment rack inclusive of necessary PDU's and power strips as well as locking rear door.

Spares

As part of this proposal, CTI has accounted for the following spare parts:

- One (1) Barco UniSee panel
- One (1) Barco NGS-D440 PSU KIT US (pack of 2)
- One (1) Barco SAN-050 Secure Appliance Node
- One (1) Barco NGS-D440 Secure Appliance Encoder
- One (1) Pair of Extron HDMI Transmitters and Receivers

4TH FLOOR EXECUTIVE CONFERENCE ROOM

For the new video wall in this room, CTI will design, furnish, install, commission, and test a 3 wide by 3 high Barco UniSee Gen II video wall. CTI has included Barco UniSee Essential Care to extend the UniSee warranty to 5 years. These displays will also come with remote, redundant power supplies that will be rack mounted in a new CTI provided equipment rack which is understood to be located across the hallway from the Conference Room in the IDF or similar location. As the 4th floor was under construction during the site walk, an exact location for the equipment rack needs to be confirmed. CTI has accounted for this rack to reside within 50m of the video wall.

As required by the State of California, to provide a seismic rated mounting interface for the video walls, CTI will provide a Draper mounting solution that will provide a structurally sound installation as well as precision mounting and alignment for the UniSee mounts. This mounting interface will attach to the structural wall and will include the necessary trim kit. It is understood that REU/City of Roseville will be responsible for all engineering stamps and structural reinforcements of the building wall itself.

PROPOSED OPTION- As an optional cost, and to eliminate the need for reinforcement and stamps for the building wall to be completed/provided by REU, CTI has included optional costing to replace the Draper mounting interface and trim kit with a custom, free-standing AMD floor attached mounting structure. This mounting structure would attach to the floor and tie off to the rear wall of the building and includes finish panels to provide a clean, finished look.

To provide content to the new video wall in this room, CTI will furnish, install, commission and test three (3) Barco SAN-050 Secure Appliance nodes that will reside within the new CTI equipment rack. As part of this proposal, CTI has accounted for each node providing content to a one (1) wide by three (3) high section of the video wall while leveraging the looping capabilities of the UniSee displays and will use one (1) output from each node to provide this content.

To ensure signal integrity from the rack-mounted nodes to the UniSee panel displays, CTI has accounted for HDMI STP Video Transmitters and Receivers.

To ingest content into the system, CTI has included four (4) Barco NGS-D440 Secure Appliance encoders to be installed within the CTI provided equipment rack. This includes:

- One (1) D440 encoders for CTI provided Barco Clickshare CX-50 w/ HDMI Transmitter/Receiver pair.
- Two (2) D440 encoders for the CTI provided and installed HDMI Transmitter plates.
- One (1) D440 encoder for owner furnished Cable TV tuner.

Audio and Control System

CTI will furnish, commission, and test an audio and control system as part of this proposal. The audio system will consist of audio DSP, 2-Channel power amplifier, and eight (8) ceiling speakers split into 2 zones. The audio DSP is required to ensure that audio latency can be controlled to ensure video sync with sources which will be heard over the ceiling speakers. Audio sources include:

- One (1) Clickshare CX-50
- Two (2) HDMI Plates
- One (1) Cable TV Tuner
- Wireless Microphones as outlined below.

CTI will furnish, commission, and test a total of five (5) wireless microphones: one (1) Shure QLXD wireless handheld microphone with tabletop stand and four (4) wireless boundary microphones. The handheld microphone will be used to reinforce speech locally throughout the space with the boundary microphones transmitting audio from the near end to the far end during video conferences.

Included with the above microphones is one (1) QLXD single channel receiver, one (1) 4-channel network charging base, one (1) 8-channel wireless receiver. The wireless receiver will be ceiling mounted in the Conference Room and will utilize a PoE network connection on the AV network.

To provide simplified control of the audio and video wall system, CTI will furnish, commission, and test a Crestron CP4 control chassis with one (1) 10" touch panel to be installed on the Conference Room table. This touch panel will provide the following functionality and will be password protected:

- Layout Recall of (5) Video Wall Presets
- Audio source selection and volume control
- Camera and/or video wall content selection during video conference
- Power on/off of the system

Video Conferencing

To provide the City of Roseville with a flexible video conferencing solution, CTI will furnish, commission, and test an AV Bridge (i.e., USB chassis) to convert the audio from the microphones described above and video, from the HD cameras outlined below, to USB for proper connection to the Barco CX-50 Clickshare Conference. The CX-50 unit will be configured as the conferencing Clickshare the end user to utilize video conferencing applications via software running on their laptop (i.e., Cisco Webex, Microsoft Teams, Skype for Business, Zoom, etc.).

To provide video wall content to the far end during a video conference, CTI has included one (1) SAN-050 to feed into the AV bridge via an HDMI matrix switcher. Control of what video wall content will be shared with the far end would be done using the about outlined touch panel.

CTI will furnish, install, commission, and test one (1) high-definition, PTZ camera in the Conference Room. This camera will be ceiling mounted, white in color, and installed at a TBD location within the room.

Camera Pan-Tilt-Zoom control will be done utilizing the above-described touch panel.

Equipment Rack

As part of this proposal, to house all equipment other than what is outlined to be installed in the Conference Room, as well as the REU provided network switch, CTI will provide and install one (1) 44-space 32" deep equipment rack inclusive of necessary PDU's and power strips as well as locking rear door.

General

As part of this proposal, CTI has included all miscellaneous cabling, audio cabling, AV cabling, and rack equipment.

This scope includes both shop and as-built drawings that include documentation of the new system components. These engineered drawings will include rack elevation, functional diagrams, floor plans, wall elevations and network details. All coordination details such as electrical infrastructure, network requirements, wall blocking, and heat loads will be provided as part of this shop drawing process.

This scope includes one (1) day of training as follows:

- Two (2) 60-minute training session for end users on utilizing the Barco CTRL web-based user interface and touch panel.
- One (1) 90-minute technical administrative training session for system caretakers.
- All training sessions referenced will take place on the same day.

TAB E: PROJECT PLAN

IMPLEMENTATION PLAN

CTI believes that planning for success on the front end is vital to delivering success at the completion of a project. To that end, CTI intends to execute this project with an implementation plan aimed at the following criteria:

- Bringing the right resources
- Setting expectations and goals
- Defining schedule and project milestones
- Identifying critical path coordination issues
- Applying experience to achieve results.

The intent of this Implementation Plan is to demonstrate to the City of Roseville and REU that CTI has taken the necessary steps to ensure a successful integration project and tasked the necessary resources to achieve the project goals.

CTI's team is committed to delivering the required resources for the duration of the project. Where practices and procedures are identified within, it is important to note that this information is intended to supplement the project requirements and Specifications and not replace them. The more stringent of practices and procedures between the multiple contract documents shall prevail.

MILESTONE SCHEDULE

CTI has extensively reviewed the nature of the project and paid specific attention to developing a milestone schedule and associated sequencing and stacking plan to meet the required dates.

To this end, CTI is passionate about the importance of a Project Kick-off Meeting. CTI has used these meetings on past projects of this magnitude to assign team members' roles and responsibilities, identify communications processes, review schedule and potential hurdles to overcome in meeting the schedule, and to lay the groundwork for a smooth and timely installation. In CTI's experience, a successful kick-off meeting sets the right tone for the remainder of the project in getting all stakeholders moving in the right direction.

Also, during this meeting, the Project Charter including project risks and goals will be reviewed. CTI understands from the RFP documents, and from its daily work in other mission critical environments, that the installed systems must be reliable and durable from Day One. The confidence level in the systems is paramount and CTI has communicated this requirement to all team members. CTI's internal team is committed to providing the resources necessary to provide a world-class, state-of-the-art, dependable audio-visual project with which all parties involved can be proud to be a part.

Following the kick-off meeting, CTI will issue an updated project schedule and utilize the agreed upon timelines to monitor progress on the project and communicate any deviations from this schedule in regular meetings.

To further ensure success on the project, CTI will request the assignment of client representative(s) who can respond to questions and required information promptly and who can avail themselves for attendance of conference calls, meetings, testing sessions, etc. as required.

SEQUENCING/ STACKING/ SUBCONTRACTOR PLAN

CTI has reviewed the high-level project schedule provided in the RFP documents and has included within this proposal and Implementation Plan, a strategy to meet the schedule while maintaining a high degree of quality and reliability that the project demands.

The Sequencing and Stacking Plan starts in CTI's shop fabrication facility in Allentown, Pennsylvania where all equipment racks and headend systems will be configured and tested. The entire proposed Barco CTRL processing systems will be pre-built and configured, with each system being tested. In accordance with project requirements, a Test Plan will be developed by CTI and submitted for review and approval. Then, a Factory Acceptance Test will be scheduled at CTI for REU and any other project stakeholders to attend, witness the test, and provide subjective feedback as well. Only after a successful test will the equipment be loaded onto a truck for transport to site.

To meet the overall project schedule, the initial site work will begin with a staggered schedule beginning in November/December, or earlier if able. CTI will mobilize to site for installation of the 1st Floor Conference Room (EOC) systems. CTI will begin their mobilization for the purpose of rough cabling and early work followed by the build-out of the video wall and headend equipment racks.

Once construction or other related infrastructure changes/additions are completed by REU, technicians led by Matt Longo will begin installation and commissioning as follows:

- Structured Cabling Team, consisting of 2 technicians responsible for installing, terminating, and testing all cabling required for the project installation.
- Video Wall Team, consisting of 2-3 technicians responsible for installing the 6x3 wall, equipment rack, field devices, and all processing hardware and software.
- AV Team, consisting of 1-2 technicians responsible for testing and configuration of the Crestron Control System, Audio System, Video Conferencing, and related scope.
- Commissioning Team, consisting of 1 technician – responsible for configuring and testing the Barco CTRL environment.

Upon completion and acceptance of the 1st Floor Conference Room, and assuming construction is completed, and the space is ready, CTI will begin work on the 4th Floor Executive Conference Room.

- Structured Cabling Team, consisting of 2 technicians responsible for installing, terminating, and testing all cabling required for the project installation.
- Video Wall Team, consisting of 2-3 technicians responsible for installing the 3x3 UniSee video wall, equipment rack, field devices, and all processing hardware and software.
- AV Team, consisting of 1-2 technicians responsible for testing and configuration of the Crestron Control System, Audio System, Video Conferencing, and related scope.
- Commissioning Team, consisting of 1 technician – responsible for configuring and testing the Barco CTRL environment.

IMPLEMENTATION NARRATIVE

During construction and infrastructure activities, CTI will coordinate with the general contractor or other on-site trades to ensure all conduits, cable tray, power, etc. are placed appropriately and as needed.

All equipment will be shipped to CTI's Allentown warehouse or other CTI facility for storage and configuration until needed on site due to limited storage and laydown space. This place also ensures that if there is a staggered installation due to construction delays on the 4th floor, all gear is already received, and CTI is prepared to respond quickly once the space is ready.

The overall installation schedule will take approximately eight (8) weeks including both the EOC and Executive Conference Room. At the conclusion of the project, a Customer Acceptance Test with formal testing by REU will be performed and a punch list generated. Initial user orientation to the Barco and touch panel interfaces also happens at this time.

After any remediation of punch list items, formal Operator and Caretaker training sessions are scheduled for the REU team.

COMMUNICATIONS PLAN

CTI believes that proactive, regular, and effective communication is at the heart of a successful project. Understanding who needs to be communicated with, how to engage those individuals, and the frequency with which to communicate are essential ingredients to a communication plan.

CTI's specific Communication Plan for this project includes the following details:

- **Bi-Weekly Project Team Meetings (Progress Meetings)** – recommended for every other Monday afternoon upon start of A/V scope; CTI will run these meetings and reference a combination of documents –Design Documents, Milestone Project Schedule, RFI/ Submittal/ Change Order Logs, the Meeting Minutes from the previous meetings, and all other requirements as outlined in the contract documents.
- **Weekly Status Reports** – to be delivered via e-mail every Friday afternoon in advance of Monday's meeting; these reports will highlight any critical path concerns, outstanding RFIs, submittals and change orders, summary of schedule progress, and a 2-week lookahead schedule.
- **Daily Progress Reports and 3-Week Lookaheads** – a summary of what work was completed on a given day and what work is scheduled over the next 3 weeks.

RISK MANAGEMENT

As with all projects, it is unavoidable that there will be certain project risks and exposures that present themselves over the course of the project duration. This applies specifically to risks that impact CTI's project scope as well as those risks that potentially impact REU. As part of CTI's Project Plan, a Risk Management Portfolio is drafted for review with the entire project team. This Risk Management Portfolio will lay out for REU and CTI, as well as all other project stakeholders, the overall potential risks that may be incurred given the specific circumstances of the project and identify a path to mitigate and manage those risks.

CTI's Project Management Team including the Technical Director and Project Manager are primarily responsible for identifying, mitigating, and managing all risk potential associated with the project. This includes proactively assessing risk potential, communicating increases and decreases in project risks, mitigating and eliminating potential risk factors where possible, and managing risks when they are realized on the project. The Project Risk Management Plan is an integral part of the overall project communications strategy. Risk potential will be reviewed with the team during the regular project meetings and included in the regularly issued status reports so that all team members are aware of the risk portfolio and potential as it matures throughout the course of the project.

Currently, CTI's team has identified the following risk factors on the project that will need to be carefully managed throughout the project:

- Space occupancy and phasing of work including coordination with construction activities.
- Coordination of infrastructure requirements
- Unforeseen building conditions
- Cable pathways and access from IDF's to conference rooms
- Design changes/ coordination.

While the potential of each of these risk factors varies, they all represent a potential area that could derail the project deployment. Be assured that CTI's Project Management Team will utilize its proven track record for expert risk management to identify, assess, and manage these as well as any other unforeseen risks that present themselves throughout the duration of the project.

SHOP FABRICATION AND QUALITY ASSURANCE PROCESS

Shop Fabrication and Factory Acceptance Test

CTI will pre-build all equipment racks (where applicable) for all spaces at CTI's Allentown location prior to deployment on field. The investment of time to configure and test at CTI will help to minimize the troubleshooting time spent on-site and will help deliver a better end product to REU.

This process also allows us to facilitate a Factory Acceptance Test at CTI for REU. This Factory Acceptance Test on the various spaces will allow the project stakeholders the opportunity to gauge direction, engage the project team, pre-test the systems, and consider any changes earlier in the process. A full test plan for the Factory Acceptance Test will be generated and submitted for approval prior to the test being scheduled.

The inclusion of a Factory Acceptance Test will be critical to the success of this project.

Quality Assurance Process

An installation testing plan and checklist is used by the shop and field technicians and signed off on by the Lead Technician. If a system does not pass this first test by either the Lead Technician, it is kicked back to the shop and/or field technicians for remediation and retesting. Every installation checklist is also customized to include project-specific testing requirements set forth in the Contract Documents to ensure we are meeting the requirements and expectations of REU.

The second testing document used in both the shop during the Systems Integration Test and in the field during final testing is the approved Control Specification. This specification sets the parameters for testing out the functionality and operation of the system so that the system performs as intended and as approved by the client and consultant. The document has been well vetted during the discovery, submittal and Proof of Concept testing phases and serves as "the bible" for ensuring the system behaves and responds as intended.

The third testing document is a Factory Acceptance Test Plan that is developed specifically for CTI's Control Room Team when deploying its video wall and control room team solutions. This specialized test plan lays out all criteria for testing both the hardware and software components of a control room system. The Factory Acceptance Test Plan is modified and updated after the test has taken place and becomes the Final Acceptance Test Plan used during final system testing and commissioning.

In CTI's experience, a well-conceived Quality Control and Commissioning Plan developed proactively and responded to in real time has a much more successful outcome for both CTI and REU. When issues are masked or not identified until the final Acceptance Testing, this results in a longer punch list, more downtime of spaces after they are occupied, difficulty and inefficiencies in scheduling the spaces for punch list remediation, and an overall dissatisfaction and long close-out process. CTI's Operations Group is committed to scheduling the right resources, performing with excellence, and delivering stable, reliable systems from Day One.

TRAINING PROGRAM

CTI's philosophy on training is a simple one – start early and reinforce often. Whether installing a single classroom projection system or integrating a complex installation on the scale of Control Rooms, CTI utilizes the same deliberate training procedure that has been developed over sixty-six years of installing advanced technology systems. In CTI's training process, there are four (4) milestones:

- Programming Discovery and Development
- Proof of Concept Testing
- On-Site Initial Training
- Six-Month Appraisal of Training Effectiveness and Needs

CTI has successfully implemented this process before on projects of this size and found this process to work well for all parties involved. CTI understands the multiple different priorities involved in a mission critical and NERC CIP environment. CTI is careful to consider the various uses of a space and plan accordingly to train early and reinforce as required to ensure everyone takes full advantage of the new technology systems.

Programming Discovery and Development

Training on a project like this starts months before the systems are fully installed and operational. This training begins during the programming discovery meetings that CTI schedules with end users and other key client personnel during the submittal phase of the project. CTI's Project Trainer attends and helps moderate these meetings so that there is first-hand involvement between the trainer and the actual end users and so that the trainer understands how the systems are to be used as well as the level of technical competence of the users. CTI's Software Programmer may also be on hand during these meetings to confirm the requirements, address open questions related to functionality and control intent, and to document the conversation.

At the conclusion of this programming discovery process, CTI will submit a detailed Control Specification for approval by the project team. This Control Specification will demonstrate CTI's understanding of the requirements, detail the layout of the graphical user interface/ keypad layout, and define the functionality of the interface and the system. Upon approval, this Control Specification becomes one of the primary testing tools for system performance.

Factory Acceptance Testing

As part of CTI's standard operating procedures, a Factory Acceptance Test will be held at CTI's facility in Allentown, Pennsylvania and will represent working mock-ups of the actual audio-visual systems. In its testing lab, CTI will set up these systems with the programmed touch panel layout and code and invite REU and any other representatives to test through the system. CTI's Project Manager will submit a test plan to assist in these efforts but also rely on REU representatives to provide both general and specific feedback.

CTI's experience has demonstrated that this Test is a critical check-and-balance on the overall design intent and confirmation of the discovery and discussion with the end users and other key personnel. This is another means to reinforce training for end users, to ensure that CTI understands and has translated the intent of system use into a working system, and to provide a more effective forum for changes based on that feedback. Also, making changes at this stage is easier to do and tends not to impact the overall project schedule and room availability in contrast to client representatives not seeing and not using the system until the project is completed on-site.

On-Site Initial Training

Prior to system completion, CTI's trainer will develop a training curriculum and schedule and submit to REU representatives for approval. This curriculum will provide a brief overview of each training session as well as the intended session length. Different sessions may be offered for different types of spaces with technical training being provided for system caretakers who will need to be trained in basic troubleshooting and helpdesk functionality.

Courses to be offered include:

- Two (2) 60-minute training session for end users on utilizing the Barco CTRL web-based user interface and touch panel.
- One (1) 90-minute technical administrative training session for system caretakers.

Six-Month Appraisal of Training Effectiveness and Needs

After a period of six months following use of the spaces, CTI's Design Consultant will schedule a meeting with REU representatives to review the overall training initiative and how effective it has been for the staff. The intent of this meeting is to identify areas of weaknesses and additional needs related to training and to provide a path forward for REU to maintain the training initiative and to modify the systems and/or training curriculum depending upon the actual use of the systems and feedback from end users and system caretakers.

MANAGED SERVICES TEAM AND WARRANTY SUPPORT

The mission of CTI's Managed Services Team is to maintain warranty coverage of installed systems and to provide ongoing service and support for both CTI-installed and installed-by-others audio-visual systems.

CTI's Service Department is furnished with a complete set of as-built drawings, specifications for the project, warranty statements with required coverage and response times, and all software and manuals. CTI uses a service and support software program that enables service technicians to monitor the status of all contracts and open service items while providing a detailed history of all service-related items. CTI tracks metrics such as service calls, average response times, nature of the problem, etc. with this software package. Diverse reporting provides feedback for improvement of response time, diagnosis of common problems for Service Bulletins to Clients, and other valuable information and historical perspective.

For warranty coverage, CTI will attempt to resolve system anomalies and issues through telephone, instant messaging, remote access, videoconferencing, and or e-mail contact. When an issue cannot be resolved through this remote contact, an on-site service call will be scheduled according to the response time required by the Warranty.

CTI is fully compliant with the warranty and response time requirements of the Bid Documents.

Although CTI carries many spare parts and attempts to provide spares as required on all projects, CTI does not carry spares for every single piece of equipment installed. CTI does attempt to stock spares of major pieces of equipment that impact primary system functionality. If CTI has a spare to keep the system operating, CTI will provide this temporarily until the repair happens. If CTI does not have a spare, our technicians will work with the manufacturer to expedite the repair and return of suspected products. CTI's status with many of our manufacturers helps us get quick results from their technical group. In most instances, the corrective action can be completed during the original on-site service call. In some instances, it is impossible to resolve equipment or system failure during the first visit. Once the exact nature of the system failure is determined, subsequent visits may be required. The removal of failed equipment for shop service repair may become necessary in extreme circumstances. Should this result in an unacceptable degradation of system performance, CTI will offer options for temporary replacement or system reconfiguration.

During regularly scheduled preventive maintenance inspections, CTI's Service Department will clean, adjust, and repair while on-site. All work performed will be documented and recorded in a file specific to REU's systems. This file will be an ongoing service history of your system including all site service, inspection information, telephone trouble tickets, technical issues, etc.

Other Support Services available include:

- Remote Systems Monitoring
- Remote Diagnostics and Troubleshooting
- Maintenance Reporting
- Emergency Service Deployment
- Programming Changes
- Firmware Updates
- Advanced Product Replacements
- Supplemental and Advanced Training

CTI understands the nature of efficient and reliable systems in an environment such as that of REU's EOC and Executive Conference Room. We pledge to ensure that the solution we implement in support of the daily operations will provide high availability to your staff.

SUMMARY

As outlined herein, CTI is uniquely positioned to provide a comprehensive installation package and ongoing warranty and service support for REU on this project. Our experience of integrating and servicing mission critical systems is unsurpassed in the United States.

CTI has identified the early resources required to kick off this project successfully and to put the project on the right track for continued success throughout the duration of the project. With investment from other team members from REU and others, CTI looks forward to being part of a cohesive team that will communicate regularly, plan wisely, and execute precisely.

CTI is excited at the prospect of being a partner with REU and to support its technology vision as it moves forward.

TAB F: COST PROPOSAL

As requested, CTI has submitted this portion of the response in a separate attachment.

TAB G: REQUIRED STATEMENTS/DOCUMENTS

Include statements of assurance regarding the following requirements in the proposal:

- Non-substitution for the designated members of the team without approval by City staff (Section 5.0)
- The absence of a conflict of interest (Section 10.4)
- Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (Section 10.7). (Please note that actual certificates of insurance are not required as part of your submittal.)
- A statement that nothing contained in the submitted proposal will be proprietary. (Section 10.23)

STATEMENTS

CTI has submitted the project team we plan to use, however there could be minor changes as we have ongoing projects all over the country that may require assistance from someone on this team. CTI will communicate with the City about any changes to the project team and work with the city for approval to those changes.

CTI does not have any conflicts of interest with the City of Roseville.

CTI is confident we are capable to fulfill the indemnification and insurance requirements contained in the sample contract.

CTI does not have anything proprietary in this proposal.

PROOF OF REGISTRATION WITH CALIFORNIA SECRETARY OF STATE

CONFERENCE TECHNOLOGIES, INC. (3479527)
✕



Request Certificate

<i>Initial Filing Date</i>	04/30/2012
<i>Status</i>	Active
<i>Standing - SOS</i>	Good
<i>Standing - FTB</i>	Good
<i>Standing - Agent</i>	Good
<i>Standing - VCFCF</i>	Good
<i>Formed In</i>	MISSOURI
<i>Entity Type</i>	Stock Corporation - Out of State - Stock
<i>Principal Address</i>	11653 ADIE RD MARYLAND HEIGHTS, MO 63043
<i>Mailing Address</i>	11653 ADIE RD MARYLAND HEIGHTS, MO 63043
<i>Statement of Info Due Date</i>	04/30/2025
<i>Agent</i>	1505 Corporation CSC - LAWYERS INCORPORATING SERVICE
<i>CA Registered Corporate (1505) Agent Authorized Employee(s)</i>	BECKY DEGEORGE 2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA KOY SAECHAO 2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA NICOLE STAUSS 2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA JENN BAUTISTA 2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA REBECCA VANG 2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA

EXECUTED COPY OF PROPOSER'S CERTIFICATION (ATTACHMENT A)
Attachment A
PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Conference Technologies, Inc. dba CTI

NAME OF BUSINESS

SIGNATURE

Nate Lawrence VP of Estimating

NAME & TITLE, TYPED OR PRINTED

11653 Adie Rd. Maryland Heights, MO 63043

MAILING ADDRESS

314.993.1400

TELEPHONE NUMBER

nate.lawrence@cti.com

EMAIL

Type of Organization:

☐ Sole Proprietorship

☒ Corporation

☒ MO State of Incorporation

☐ Partnership

☐ Limited Liability Company

LEVINE ACT DISCLOSURE STATEMENT FORM (ATTACHMENT B)

Attachment B

LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any "Officer" (elected or appointed officer, any alternate thereto, and any candidate for elective office) from participating in any consideration or action related to a proceeding if they receive political contribution(s) from a party, or its agent(s), totaling more than \$250 within the previous twelve (12) months, while a proceeding is pending, and for twelve (12) months following the date of a final decision in a proceeding concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract"). For additional information: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

City Officers are listed at the following sites:

- The Members of City Council - https://www.roseville.ca.us/government/city_council/meet_council
- Boards & Commission Members - https://www.roseville.ca.us/government/boards_commissions

Parties and their Agents are responsible for reviewing and disclosing their applicable contributions to City Officers on the record of a proceeding.

1. Have you or your entity, or any agent on behalf of you or your entity, made any political contribution(s) totaling more than \$250 to any City Officer in the twelve (12) months preceding the date of the submission of your license, permit, or contract, or the anticipated date of any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO X

If yes, please identify the City Officer(s): N/A

2. Do you or your entity, or any agent on behalf of you or your entity, anticipate or plan to make any political contribution(s) totaling more than \$250 to any City Officer in the twelve (12) months following any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO X

If yes, please identify the City Officer(s): N/A

Answering yes to either of the two questions above does not preclude the City of Roseville from considering and/or taking action on a license, permit, or contract. It does, however, potentially preclude the identified City Officers from participating in consideration of and in taking any actions related to the license, permit, or contract. Please accurately complete and sign this form, under the penalty of perjury:

5/14/24

Nate Lawrence

Conference Technologies, Inc. dba CTI

(Date)

(Printed Name/Title of Authorized Representative)

(Name of business/legal entity)



(Signature)

You must submit a supplemental form if you make any new reportable contribution(s) while the contract, license, permit, or other entitlement is being considered. If this form has not previously been submitted in connection with a contracting, licensing, entitlement or permitting process, please provide the completed form to the Office of the City Clerk for appropriate departmental routing, at: City Clerk, 311 Vernon St., Roseville, CA 95678, CityClerkRoseville@roseville.ca.us

CONTRACTOR LICENSES (ATTACHMENT C)
Attachment C
CONTRACTOR LICENSES

List the licenses held by your company and/or employees. The following representations are made under penalty of perjury:

CA State Lic No.	Name on License	Class/Type	Expiration Date
1072847	Brandon Conick	C-7 - Low Voltage Systems	1/31/25

Do you have a City of Roseville Business License? Yes ☐ No ☒

License # _____

***For Public Works Projects (SB854):** Contractors must register with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with their proposal. Contractors may register at: <http://www.dir.ca.gov/public-works/publicworks.html>

DIR contractor registration number and expiration date:

* PW-LR-1000618469 6/30/25

SUBCONTRACTOR LIST (ATTACHMENT D)

Attachment D

SUBCONTRACTOR LIST

If subcontractors will not be used, proposer must write "NONE". For construction contracts, in accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, Contractors must list the name and business address of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, or in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater.

Company Name	NONE
Principal	
Address	
City	
Phone	
Job capacity	
Percentage of total work	
Licenses and numbers	
DIR Contractor Registration Number & Expiration Date	

Company Name	NONE
Principal	
Address	
City	
Phone	
Job capacity	
Percentage of total work	
Licenses and numbers	
DIR Contractor Registration Number & Expiration Date	

Company Name NONE

Principal

Address

City

Phone

Job capacity

Percentage of total work

Licenses and numbers

DIR Contractor Registration Number & Expiration Date

Company Name NONE

Principal

Address

City

Phone

Job capacity

Percentage of total work

Licenses and numbers

DIR Contractor Registration Number & Expiration Date

Company Name NONE

Principal

Address

City

Phone

Job capacity

Percentage of total work

Licenses and numbers

DIR Contractor Registration Number & Expiration Date

EXECUTED COPY OF NON-COLLUSION DECLARATION (ATTACHMENT F)
Attachment F
**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the VP of Estimating of Conference Technologies, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/14/2024 [date], at Maryland Heights [city], MO [state].


(Signature of Declarant)

Bond No.	_____
Premium \$	_____

**PUBLIC WORKS
FAITHFUL PERFORMANCE BOND**

(Project: Emergency Operations Center (EOC) Video Wall System)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to Conference Technologies, Inc. dba CTI as contractor ("PRINCIPAL") for the public work described as design and implementation of two Video Wall solutions with supporting audio and visual equipment (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing its faithful performance; and

NOW, THEREFORE, we the undersigned PRINCIPAL and Travelers Casualty & Surety Company of America, a Surety, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars (\$_____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of this obligation is such that if the PRINCIPAL, or its heirs, executors, administrators, successors or assigns, shall abide by, and in all respects promptly and faithfully perform the covenants, conditions and provisions in said AGREEMENT and any alteration thereof made as therein provided, notice of which alterations to Surety being hereby waived, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents, employees, volunteers as therein stipulated, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

As condition precedent to the satisfactory completion of the contract, the obligation of the PRINCIPAL and SURETY under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the WORK. During that time, if the PRINCIPAL, its heirs, executors, administrators, successors or assigns fails to make full, complete and satisfactory repair and replacement or totally protect the CITY from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the WORK, then the obligation shall remain in full force and effect. However, anything in

PUBLIC WORKS FAITHFUL PERFORMANCE BOND (ATTACHMENT L)

IN WITNESS WHEREOF, this instrument has been duly executed by the
PRINCIPAL and SURETY above-named, on the ____ day of _____,
20____.

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

Travelers Casualty & Surety Company of
America

PRINT NAME: _____

940 West Port Plaza

PRINT TITLE: _____

St. Louis MO 63146

***(Notarization by Surety and copy of
Power of Attorney required.)***

APPROVED AS TO FORM:

BY: _____
City Attorney

PUBLIC WORKS LABOR AND MATERIALS PAYMENT BOND (ATTACHMENT M)

Bond No. _____ Premium \$ _____

PUBLIC WORKS LABOR AND MATERIALS PAYMENT BOND (Project: Emergency Operations Center (EOC) Video Wall System)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to Conference Technologies, Inc. dba CTI as contractor ("PRINCIPAL"), for the public work described as design and implementation of two Video Wall solutions with supporting audio and visual equipment (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing payment of persons who provide labor and material; and

NOW, THEREFORE, we the undersigned PRINCIPAL and Travelers Casualty & Surety Company of America, a Surety, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars (\$_____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of the obligation is such that if the PRINCIPAL, its subcontractors, heirs, executors, administrators, successors or assigns fails to pay any of the persons named in Section 8004 or 9100 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the SURETY will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorneys' fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file a Stop Payment Notice pursuant to the provisions of Section 9350 et seq. of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the _____ day of _____, 20__.

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

Travelers Casualty & Surety Company of
America

PRINT NAME: _____

940 West Port Plaza

PRINT TITLE: _____

St. Louis MO 63146

***(Notarization by Surety and copy of
Power of Attorney required.)***

APPROVED AS TO FORM:

BY: _____
City Attorney

TAB H: EXCEPTIONS

CLARIFICATIONS, QUALIFICATIONS, AND EXCLUSIONS

- No permits are included in this proposal.
- All AC power and electrical infrastructure including conduit, back boxes, cable tray, ladder rack, etc. is to be provided by others.
- Work hours are understood to be regular business hours, Monday through Friday, excluding holidays.
- Any structural review and reinforcement of existing building structure or walls is understood to be by others. This also includes any necessary engineering stamps.
- CTI on-site labor is confirmed as open shop, technical labor. Union labor is not included but prevailing wage is accounted for.
- Provision and configuration of the IGMP multicast-enabled network switches is by others in coordination with CTI. REU shall provide a valid IP address for an NTP server source that is accessible to all network devices, including: servers, encoders, nodes, and other such equipment as described in this proposal.
- All network infrastructure and cabling are understood to be provided by others except network patch cables.

TAB I: COMPETENCY OF PROPOSERS

COMPETENCY STATEMENTS

As of this proposal submission date, CTI does not have any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, or foreclosures etc. in the past 7 years.

As of this proposal submission date, CTI has NOT had a client terminate a contract due to breach.

CTI is a bondable company and is covered for single jobs up to \$50,000,000 with an aggregate total of \$150,000,000. CTI has secured several performance and payment bonds over the years as required by certain projects, but we have never had to have a surety take control and finish against the bond.

CTI is a financial healthy company that is continuing to grow throughout the United States. Our management and accounting teams have taken the necessary steps to make sure CTI has plenty of capital to fund current and future projects in addition to budgeting accordingly for labor/overhead at each of our locations to maintain a healthy number of employees needed to successfully manage projects. Because of the CTI's organization structure, we not only rely on local staff to perform our projects, but we also look to other offices that can support each other with staff as needed. CTI does have contingency plans in place if the necessary labor needed exceeds what we can supply with our own staff. While most of our subcontracted labor only happens in remote areas of the country that is outside of our service area, we mainly subcontract labor for electrical portions of a project if needed.

SECTION 2: COMPANY OVERVIEW

ABOUT US

IT IS ALL ABOUT OUR PEOPLE.

Since we began in 1988, our goal has been to provide custom, superior technology services. These include design, engineering, training, and support for professional audio, video, visual, and control systems. Our model has also evolved to develop IP network design, video conferencing, web casting, collaborative systems, and unified communications as technology continues to advance.

Our executive leaders are committed to the relationships they have formed throughout the industry with vendors, clients, and trade partners. Everyone on the CTI team understands that they are a network of professionals whose purpose is to provide AV solutions while utilizing the experience and training from their respective backgrounds. The result is a diverse team with rich knowledge from all aspects of technology in engineering design, IT, media, and installation, located all over the country.

WHY CHOOSE US?

We understand that there are other AV integrators who you can call. What we have learned along the way from our loyal customers is that they are not all created equal. We are specialists who ensure our technology, processes, and staff are the most knowledgeable and efficient resource to serve you. We have a pulse on the present and an outlook to the future. We are not content to be idle and react to the industry trends but are driven to steer the direction of AV-IT convergence and embrace the vast changes ahead in the field. As you will see from our solutions and services in this guide, we are a comprehensive provider for all your AV, IT, and Communication needs. Please contact us to learn more about the information found here or any other technology questions you may have. We are here to help.

OUR PEOPLE

WE ELEVATE INDUSTRY TALENT AND PLEDGE TO BE YOUR AV AUTHORITY

At CTI we take great pride in our commitment and investment in our people. As an APEx certified company, we are proud to stand behind AVIXA standards for the audiovisual industry. These standards, for system design and coordination, and system verification, show that our company can facilitate communication on all levels of a project, and most importantly, deliver a verified system that meets the client needs. Our specialists are bound not only to the technical proficiency of these certifications but a code of ethics, professionalism, and practice, to the highest standards. Our technical personnel also earn multiple manufacturer certifications through AMX, Crestron, Polycom, and Biamp to name a few, and maintains continuous career training to remain highly ranked in our advancing field. We value the importance of professional development and invest heavily in our employees to empower them for success as top-notch solutions providers to you.

OUR PURPOSE

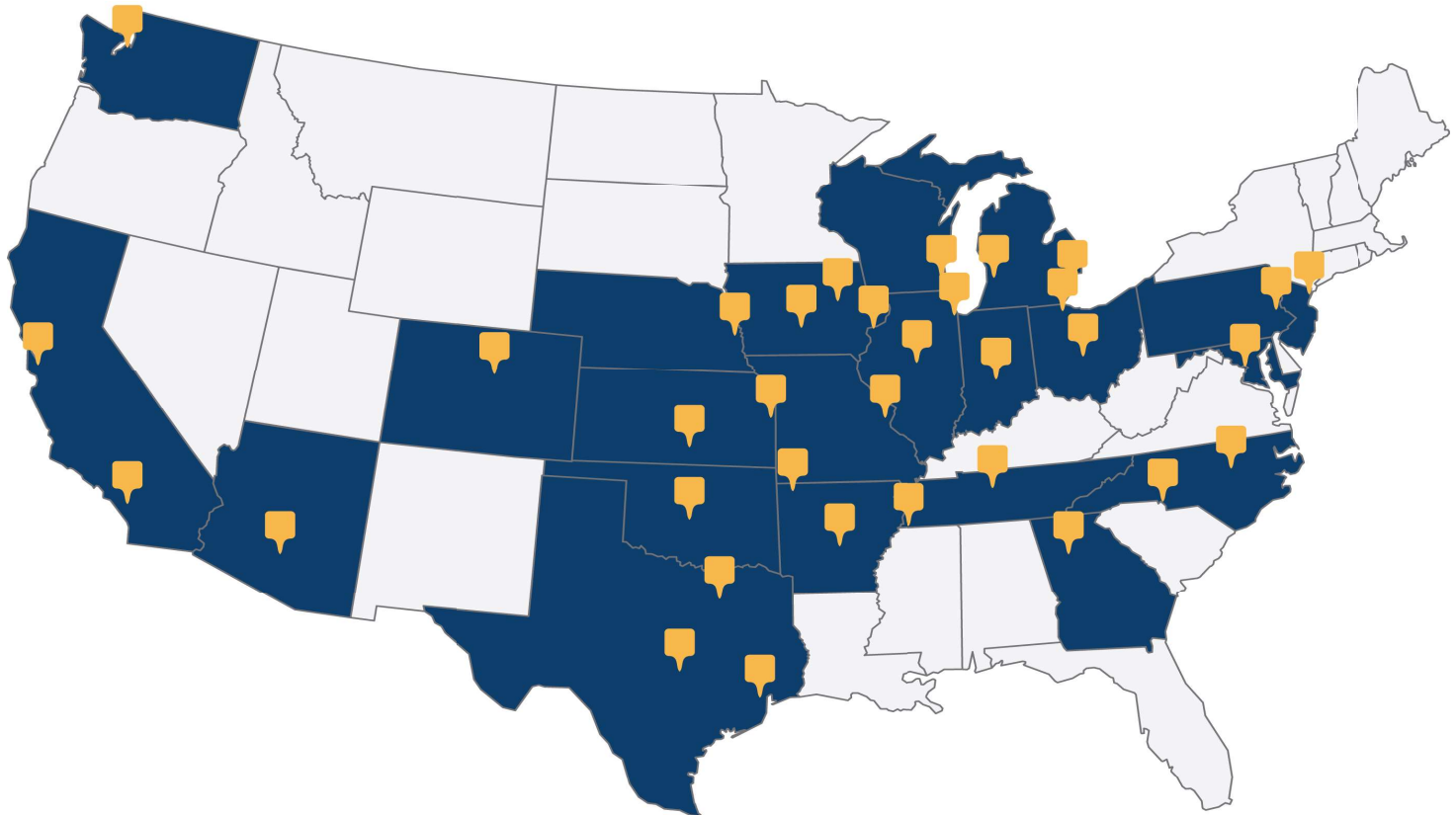
Our goal is to be the AV specialist you trust. We are dedicated to building on our experience and providing you the most skilled engineers, integrators, and advisors. We invest in quality resources and planning because you do too. We are worldwide AV experts that you can count on.

OUR PROMISE

Your investment in technology is significant and analyzed with diligence at CTI. We will guide your plan with thoughtful, innovative action. We work to know your systems inside and out and will be here to help them evolve for years to come.

HISTORY & MILESTONES

1988	CTI Founded in Saint Louis, Missouri by Jane, and Dennis Woodhouse.
1991	CTI formally establishes company Headquarters in Saint Louis, Missouri.
1997	Winners of the Saint Louis Regional FAST 50 Technology Award.
1998	Presentations Magazine awards Conference Technologies, Inc. with Best Presentation Room Award.
1998	Winners of the Saint Louis Regional FAST 50 Technology Award.
1999	Winners of the Saint Louis Regional FAST 50 Technology Award.
2000	Winners of the Saint Louis Regional FAST 50 Technology Award.
2001	Office opens in Overland Park, Kansas.
2001	Winners of the Saint Louis Regional FAST 50 Technology Award.
2003	Office opens in Memphis, Tennessee
2004	Office opens in Omaha, Nebraska
2004	Expanded operations to Wichita, Kansas / Acquired Visual Works' Assets Wichita, Kansas
2005	Office opens in Peoria, Illinois
2006	Office opens in Wichita, Kansas.
2007	Omaha office relocates to larger facility.
2008	Acquired VMI's assets - Saint Louis, Missouri
2009	Headquarter relocated to larger facility in Saint Louis, Missouri
2009	John Laughlin named President, Chief Executive Officer (CEO).
2009	Office opens in Little Rock, Arkansas
2010	Expanded operations to Brookings, South Dakota
2011	Expanded operations to San Jose, California
2011	Mary and John Laughlin named Owners of Conference Technologies, Inc.
2012	Office opens in Brookings, South Dakota.
2012	Overland Park, Kansas office relocates to larger facility.
2012	Recognized by the NSCA for Excellence in Business - Growth Strategies
2012	Acquired Media Images, increasing capabilities of our Live Event Team
2012	Conference Technologies, Inc. refreshes company logo
2013	Acquired Pratt AV assets, expand operations in Iowa (Des Moines, Cedar Rapids, Quad Cities)
2013	Acquired Dascom assets, expand operations in Milwaukee, Wisconsin
2013	Acquired United Visual assets, expanding operations in Chicago, Illinois
2013	San Jose, California office opens
2013	Chicago, Illinois and Cedar Rapids, Iowa offices relocate to bigger facilities.
2013	Acquired Saint Louis AV, increasing the size and inventory of our sales & event production department
2014	San Jose, CA office relocates to more centralized location for San Francisco Bay area.
2014	Expanded capabilities to Phoenix, Arizona
2015	Acquired Industrial Audio/Video Inc. (IAV) expanding into Houston, Texas
2015	Acquired assets of Universal Audio Video Productions increasing capabilities of our LE Team
2016	Expanded capabilities / Office opens in Austin, TX
2017	Winners of the NSCA 2017 Excellence in Business Award
2017	Acquired TVS communications assets expanding operations in Detroit, Michigan
2017	Acquired assets of ECS Technologies / Quad cities offices merged/relocated to bigger facilities.
2017	Expanded capabilities / Office opens in Nashville, Tennessee
2018	Expanded capabilities / Office opens in Dallas, Texas
2018	Expanded capabilities / Office opens in Grand Rapids, Michigan
2018	Acquired Digital Meeting Solutions expanding operations in Indianapolis, Indiana
2019	Acquired Techteriors expanding into residential AV (Wisconsin only)
2019	Acquired Comprehensive Technical Group, expanding operations in Atlanta, Georgia
2020	Expanded capabilities in Denver, Colorado and Seattle, Washington
2021	Expanded capabilities in Columbus, Ohio, and Oklahoma City, Oklahoma
2021	Acquired AVPG, increasing the size and inventory of our event production department in Houston, TX
2022	Acquired ProVideo, increasing our capabilities in the Ohio Valley region
2022	Expanded operations in the New York region with an office in Lyndhurst, New Jersey
2022	Expanded capabilities / Office opens in SoCal and Expanded operations in Charlotte, North Carolina
2023	Expanded capabilities / Office opens in Bentonville, AR
2023	Expanded capabilities / Office opens in Raleigh, North Carolina and Expanded operations in Washington, D.C.
2023	Conference Technologies, Inc. rebrands as CTI and launches new website under cti.com domain
2024	CTI acquired Vistacom expanding operations to Allentown, Pennsylvania



CORPORATE HQ	11653 Adie Rd.	Saint Louis, MO 63043	Office: 314.993.1400	
ALLENTOWN	COLUMBUS	INDIANAPOLIS	OKLAHOMA CITY	SAN FRANCISCO
1902 Vultee St. Allentown, PA 18103 Office: 610.791.9081	7063 Huntley Rd. Worthington, OH 43229 Office: 380.900.7429	5783 Park Plaza Ct. Indianapolis, IN 46220 Office: 317.360.0636	330 W Gray St. Ste. 217 Norman, OK 73069 Office: 405.546.4080	25509 Industrial Blvd Ste. 5 Hayward, CA 94545 Office: 415.849.9369
ATLANTA	DALLAS	KANSAS CITY	OMAHA	SEATTLE
1230 Kennestone Cir. Ste. 140 Marietta, GA 30066 Office: 404.352.3000	3794 Arapaho Rd. Addison, TX 75001 Office: 469.941.4130	13228 W 99th St. Lenexa, KS 66215 Office: 913.894.2500	14990 Shepard St. Suite 600 Omaha, NE 68138 Office: 402.593.6750	1455 NW Leary Way Ste. 400 Seattle, WA 98107 Office: 360.602.6030
AUSTIN	DES MOINES	LITTLE ROCK	PEORIA	SOCAL
11525 Stonehollow Dr. Ste. 155A Austin, TX 78758 Office: 512.584.8275	333 Southwest 9 th St. Ste. N Des Moines, IA 50309 Office: 515.280.9800	1419 Westpark Dr. Ste. A Little Rock, AR 72204 Office: 501.375.2800	884 N. Main Street Morton, IL 61550 Office: 309.698.8150	15300 Valley View Ave. Ste. A13 La Mirada, CA 90638 Office: 800.743.6051
BENTONVILLE	DENVER	MEMPHIS	PHOENIX	TOLEDO
1211 SE 28th St. Ste. 1 Bentonville, AR 72712 Office: 479.434.1342	6950 S. Tucson Way Ste. E Centennial, CO 80112 Office: 800.743.6051	2013 Fletcher Creek Memphis, TN 38133 Office: 901.360.8332	15915 S 46th St. Phoenix, AZ 85048 Office: 480.816.7526	6953 McNerney Dr Northwood, OH 43619 Office: 800.743.6051
CEDAR RAPIDS	DETROIT	MILWAUKEE	RALEIGH	QUAD CITIES
820 North 15th Ave. Hiawatha, IA 52233 Office: 319.363.8144	1307 East Maple Rd. Troy, MI 48083 Office: 248.362.3335	4508 West Burnham St. W. Milwaukee, WI 53129 Office: 262.790.1130	633 Hutton St. Ste. 101 Raleigh, NC 27606 Office: 984.308.0291	3513 Vine Court Davenport, IA 52806 Office: 563.359.1825
CHARLOTTE	GRAND RAPIDS	NASHVILLE	SAINT LOUIS	WICHITA
Coming Soon! Charlotte, NC Office: 704.593.6392	3883 Linden Ave SE Ste. A&B Wyoming, MI 49548 Office: 616.258.2858	1420 Donelson Pike Ste. A9 Nashville, TN 37211 Office: 615.913.3289	11687 Adie Rd. Saint Louis, MO 63043 Office: 314.993.1400	248 North Cleveland Ave. Wichita, KS 67214 Office: 316.651.0119
CHICAGO	HOUSTON	NEW JERSEY	SAN ANTONIO	WASHINGTON D.C.
1501 Ardmore Ave. Itasca, IL 60143 Office: 630.467.1500	4464 W 12th St. Houston, TX 77055 Office: 713.524.1956	1099 Wall St. W Lyndhurst, NY 07071 Office: 800.743.6051	Coming Soon! San Antonio, TX Office: 800.743.6051	1900 Reston Metro Plaza Ste. 600 Reston, VA 20190 Office: 800.743.6051

CORPORATE SOCIAL RESPONSIBILITY

At Conference Technologies, we feel it is our responsibility to operate with the awareness and respect for ethics, the environment, and a commitment to our community. We believe this leads to a better community, stronger business environment, individual development of employees, and promotion of philanthropy.

ETHICAL BUSINESS PRACTICES

We are committed to serving our customers, employees, vendors, and our communities with integrity and professionalism. Our employees are encouraged to commit to conducting business in a manner that is fair, ethical, and responsible. We believe that complying with the highest standards of ethical conduct is vital to sustaining trust and credibility with customers, manufacturers, and employees, and is crucial to our company's long-term future and success.

CONFIDENTIAL NATURE OF OUR WORK/TRADE SECRETS PROTECTION

CTI considers and treats as confidential (subject to protection by the Missouri Trade Secrets Act) among other things, information regarding its customers and prospective customers, (including but not limited to their needs, preferences, requirements, standards, etc.), costs, pricing policies, profitability, sales and marketing strategies, operational methods, strategic plans, system designs and drawings, control system programs, training materials, internal financial information, customer order entry system (including CTI's software), research and development plans and activities. All individuals employed by Conference Technologies are required to sign a Non-Compete Agreement. Violation of any trade secrets will be grounds for legal action.

DIVERSITY PROGRAM

CTI is a non-certified woman owned company (51%) committed to creating a workplace that is respectful and engaging for all employees, with opportunities for personal and professional development.

EQUAL OPPORTUNITY EMPLOYER/AFFIRMATIVE ACTION PLAN

CTI is an Equal Employment Opportunity and Affirmative Action Employer. It is the policy of CTI from recruitment through employment and promotion, to always provide equal opportunity without regard to race, religion, sex, age, disability, or national origin.

It is the employment policy and practice of CTI to recruit and to hire employees regardless of race, color, religion, national origin, sex, handicap, sexual orientation or because such applicant is forty (40) years of age or older, and to treat all employees equally with respect to compensation; opportunities for advancement, including upgrading, promotion and transfer, and all other terms and conditions of employment.

In furtherance of these policies and practices, this company has designed and agreed to implement an Affirmative Action Program in accordance with the provisions or Civil Rights Ordinance, Code of General Ordinances.

This company has agreed to assert leadership within the community and to put forth the maximum effort to achieve full employment plus the utilization and development of the capabilities and productivity of all our citizens.

This company further recognizes that the effective application of this policy of merit employment involves more than just a policy statement and will, therefore, implement this Affirmative Action Program in a positive and aggressive manner and will make known our commitment to this effort and that equal opportunities are available within our company based on individual merit. We will solicit and encourage all persons to seek opportunities within this company, and to take advantage of advancement possibilities.

EMPLOYEE CITIZENSHIP AND IMMIGRATION VERIFICATION

CTI routinely runs background checks on job applicants during the hiring process and participates in the **E-Verify program** in certain locations as required by law.

E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. E-Verify is fast, free, and easy to use it's the best way employers can ensure a legal workforce.

DRUG FREE WORKPLACE STATEMENT

CTI is a drug-free workplace. We are committed to maintaining a drug-free workplace in compliance with applicable state and federal laws. Employees are prohibited from the unlawful possession, manufacturing, distributing, dispensing, possessing, using, or being under the influence of illegal drugs, inhalants, or controlled substances on CTI premises and/or client worksites. Violation of this policy may result in the imposition of employment discipline as defined for specific employee categories by existing company policies, statutes, rules, regulation, employment contracts, and labor agreements.

SAFETY & HEALTH PROGRAM

The Safety & Health program that we developed meets OSHA standards and requirements. Our employees are trained and accountable for following safe work practices such as identifying and controlling hazards, investigating near-miss incidents or accidents. Managers review the program regularly to ensure safe practices.

TRAINING PROGRAM

We strive to hire the best talent in the industry. However, employment is only the first step into maintaining an expert staff. CTI believes in investing in the future of its employees and deploys strategies to keep staff members educated and trained in the areas that deemed appropriate. Most technicians in this field receive on-the-job training, as true as that may be our company goes to great lengths to train our staff rookie or veteran. Our training program teaches and/or refreshes our staff's knowledge about audiovisual industry standards and practices. We maintain our training daily through industry certifications or classes. Having a relationship with hundreds of manufacturing partners allows us to train and certify our staff on a variety of equipment including service and repair knowledge.

ENVIRONMENTAL AWARENESS / ENVIRONMENTAL SUSTAINABILITY

We are also committed to a sustainable approach to protecting the environment. We have several programs in place to reduce our carbon footprint.

Reduced Travel/Use of Video Conferencing

We do our best to minimize our impact on the environmental by utilizing our own collaborative solutions from the same products we design, sell, and install for our clients, thus creating a smarter, more efficient workplace.

- Voice or video conference is how we handle meetings internally, with customers, partners, and suppliers.
- Reduced travelling by using video conferencing; employees must justify a trip when travel is requested.
- Video conference used for recurring meetings between office locations.
- We sell and promote greener products and services daily.

Energy

CTI is not officially LEED certified; however, we do employ the technology in all our facilities to manage lighting, and air conditioning. i.e., Our boardrooms, warehouse additional spaces are equipped with motion sensors and timing mechanisms that turn lights on when needed and off when not in use.

Recycle

- Recycle shipping and receiving packaging supplies and wooden pallets for shipping products.
- Return all used copier toners in recycle boxes.
- Recycle paper, plastic, and aluminum products.

COMMUNITY OUTREACH PROGRAM

We are proud to provide professional and financial contributions to charities that our employees actively assist. Every year our offices take part in supporting a variety of local programs benefiting education, performing arts, special development programs, and youth athletics. Aside from financial support, we donate time and equipment like Smartboards to help improve teaching capabilities. In a more traditional fashion, we contribute to major charities like St. Jude Children's Research Hospital, Special Olympics, United Way, MS Society, YMCA. We also encourage our employees to work with our clientele and their charitable fundraisers, tournaments, and other functions that benefit a variety of organizations locally and around the world.

In addition to the charities and programs mentioned above, our company works hard every year helping local food banks. Every November and December, CTI initiates our annual food drive companywide. Once the food and money are collected, CTI matches all the donations and send the donations to a local food bank in each one of our local markets.

VETERAN AFFAIRS

CTI recognizes the enormous contributions of men and women who have served their country in uniform. We are committed to supporting and honoring our active military personnel and veterans, as well as their families.

We also hire military veterans and support reserve component members when they are called to active duty. CTI currently employees 8 veterans that have honorably served our country from different branched of the Armed Forces.



UNION LABOR AFFILIATION(S)

CTI has long-standing, successful, and positive working relationships members of some of the largest labor unions in the United States. We know a project involving union labor can get complicated due to numerous factors such as costs, rules, jurisdictions, and last-minute complications that always happen at the wrong time. Because of our experience and relationships with numerous unions over the years, we have learned the proper guidelines and procedures to get the project finished right.

COMMUNICATIONS WORKERS OF AMERICA (CWA)

The Communications Workers of America represents 700,000 workers in private and public sector employment in the United States, Canada, and Puerto Rico. CWA members work in telecommunications and information technology, the airline industry, news media, broadcast and cable television, education, health care and public service, law enforcement, manufacturing, and other fields.



THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES (IATSE)

IATSE represents theatrical stage employees, moving picture technicians, artists, and allied crafts. This union has evolved to embrace the development of new entertainment mediums, craft expansion, technological innovation, and geographic growth.



INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)

IBEW represents approximately 675,000 members who work in a wide variety of fields, including utilities, construction, telecommunications, broadcasting, manufacturing, railroads and government. The IBEW has members in both the United States and Canada and stands out among the American unions in the AFL-CIO because it is among the largest and has members in so many skilled occupations.



(IBT) TEAMSTERS

International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America (IBT), the largest private-sector labor union in the United States, representing truck drivers and workers in related industries (such as aviation).



PROFESSIONAL ASSOCIATIONS

AMERICAN INSTITUTE OF ARCHITECTS (AIA)

The American Institute of Architects is a professional organization for architects in the United States. Headquartered in Washington, D.C., the AIA offers education, government advocacy, community redevelopment, and public outreach to support the architecture profession and improve its public image. The AIA also works with other members of the design and construction team to help coordinate the building industry. As a registered CES provider with the American Institute of Architects, we offer a course for architects to earn credits toward their AIA certification and are recorded with AIA.



AVIXA / APEX

Avixa is the industry leader when it comes to professional collaboration, information, and community, leading the world with all the necessary resources: AV standards, certification, training, market intelligence, and thought leadership.



As an APEX Company we are proud to stand behind AVIXA standards for the audiovisual industry. These standards, for system design and coordination, and system verification, show that our company can facilitate communication on all levels of a project, and most importantly, deliver a verified system that meets the client needs.



INTERNATIONAL FACILITY MANAGEMENT ASSOCIATION (IFMA)

The world's largest and most widely recognized international association for facility management professionals.



NATIONAL SYSTEMS CONTRACTORS ASSOCIATION (NSCA)

The National Systems Contractors Association (NSCA) is the leading not-for-profit association representing the commercial integration industry. The National Systems Contractors Association is a powerful advocate for all who work in the integration industry, including systems contractors/integrators, product manufacturers, consultants, sales representatives, architects, specifying engineers and other allied professionals.



CHAMBER OF COMMERCE/CONVENTION VISITORS BUREAU

All our offices are members and participate in the local chamber of commerce, while some also participate in the local convention and visitor's bureau.

4-STEP PROCESS

As AV consulting experts since 1988, CTi has developed a proven four-step process called EDGE designed to streamline audiovisual projects.



CTi has developed a proven four-step process called EDGE designed to streamline audiovisual projects.

Engage

The highly trained staff will conduct a comprehensive consultation to discover any specific needs. We work within any budget to bring full alignment and viability to ensure complete success.

Design

By synergizing the efforts between consultants and the client, CTi can tailor a unique AV solution that matches all requirements and exceeds expectations. Accountability will be enforced through the executive summary, a projected timeline, and designated responsibilities.

Game Plan

All clients will receive detailed drawings that outline exactly how a customized AV system will integrate into their facility. CTi will provide a thorough labor plan to meet all financial expectations and engineer a solution that works.

Execute

Every CTi project is overseen by a project manager who leverages commissions, user training, and real-time communications to meet timelines. Companies will get the latest technology in audio and visual with full training, so anyone on the team can successfully operate the advanced tech system.



CTI offers a variety of great audiovisual solutions for several different industries. Below is a list of our solutions we offer.

AUDITORIUM & THEATERS

Big spaces need big sounds. Auditoriums present a unique set of requirements, including sound systems, lighting setups, video screens, projectors and more. In addition to equipment design, our team will analyze acoustics, sound pressure, and reverberation.



COLLABORATION SYSTEMS

With the combination of software applications, video conferencing, documents, and workflow management, we can design and implement work systems for value chains, organization networks, web-based and cross-functional teams with information and communication technology.



CONTROL SYSTEMS

We specialize in programming Crestron, AMX, and Extron control systems for a variety of markets and applications. Our certified programmers regularly maintain professional training from AMX, Crestron, Extron, and many others.



FURNITURE

We have partnered with leading furniture manufacturers to ensure your AV/IT hardware is incorporated into precisely configured cabinets, multi-media carts, conference tables, podiums, lecterns, and digital signage display stands.



IT SERVICES

Our software engineers can develop creative solutions when off the shelf software is not an option. When building access control and surveillance design and implementation come calling, our team leverages strategic partnerships and experience to deliver the perfect experience.



NETWORK OPERATION CENTERS

With a NOC you can monitor environments, provide alerts, and detect device issues, ensuring any negative impact is identified and minimized quickly. We have the knowledge for design, hardware requirements, and support tools to keep threats at bay and keep your systems running smoothly.



PROFESSIONAL VIDEO

With CTI you get complete system design with fully integrated HD production, multichannel automation, and server-based technologies. We examine your production workflow to account for master control, tech support, and ensure efficiencies are maximized.



SECURITY

When building access control and surveillance design and implementation come calling, our team can leverage our strategic partnerships and years of experience to deliver the perfect experience.



STRUCTURED CABLING

Structured cabling provides the critical backbone of a communication system. We can design, install and service a structured cabling system for you.



STADIUM SOUND

Sports fans want the ability to hear what is going on no matter where they are in the stadium. Technology makes that easier than ever and we can show you how.



TELEMEDICINE

Integrate Polycom and AudioCodes Gateways, conference phones, video phones, and video conferencing system to provide extremely rich, cost-effective communications systems.



TELEPHONY

The merger of voice and data, video, and text over your internet provider network is an effective, low-cost solution to advance your communication needs.



TRAINING ROOMS

Our team of designers, and technicians can create an effective media conference system to connect workers by video and audio, to fast-track productivity and communication on meetings, conferences, team updates, and brainstorming.



UNIFIED COMMUNICATIONS

Complex communications become unified with the integration of a single enterprise solution. For a consistent collaborative experience, put the power of our partners together.



VIDEO CONFERENCING

We design, engineer, and install a complete system for your needs and budget, as a permanent basis in a conference room, classroom, or office, or as a rental application for an upcoming event.



VIDEO WALL

We can design a video wall system and service package for your application that includes remote support, content development, content management, data storage, and network management. This comprehensive plan will help broadcast your messages quickly and efficiently, all from a central location.



SERVICES

CTI offers a wide range of audiovisual services related to professional audio, video communication applications, computer and video display systems, video projection, integrated control systems, acoustics, sound reinforcement, theatrical lighting, broadcast, and video conferencing.

CONSULTING AND NEEDS ANALYSIS

We realize that planning for technology improvements can be a challenge when faced with the complex options available. We can help explain these solutions. We will perform a thorough analysis of the system requirements and work with you to define your project goals.



CREATIVE SERVICES

Whether it's a press event, product roll-out, corporate retreat, or training, your audience will feel the impact through coordinated visuals, interactive displays, and immersive technology with the help of our team of experienced event planners and technicians.



DIGITAL COMMUNICATION

We have the experience and skill to merge your digital media and information systems and help your IT department integrate the next generation of network communication.



ENGINEERING

We design, integrate, and support collaborative systems that can simplify teamwork and provide your organization resources for productivity.



INSTALLATION AND INTEGRATION

CTI specializes in programming intuitive touch panel interfaces that simplify the interaction between the user and a complex AV or IT system.



MAINTENANCE AND SERVICE

We enhance virtual meetings with room rentals, concierge services, 24/7 bridging, recording, testing, and monitoring services for a custom communication solution.



PROCUREMENT AND ADMIN SUPPORT

Digital signage is an interactive visual display that delivers adaptable content to maximize user engagement and heighten experiences in your facility in a custom, timely application.



SOUND REINFORCEMENT

Sound reinforcement can amplify and distribute audio that spans to large or distant groups and improve overall sound quality.



TRAINING

We have the experience and skill to merge your digital media and information systems and help your IT department integrate the next generation of network communication.



RACK FABRICATION CENTER

WHAT WE DELIVER

AV Racks are a crucial component for any audio-visual project. They house various technology that control the function of room(s) from a centralized, and concealed location. Rack systems are systematically deployed to centralize and organize a great deal of key equipment, it is vital they are properly designed so they operate correctly, can be easily accessed, maintained, and any future removal/replacement of equipment is hassle free. Important factors when designing and building a rack are cable management, labeling, equipment security, power management, heat management, and overall build consistency. Additional tasks we perform are software/firmware upgrades, programming, testing, and final system commissioning assessments.

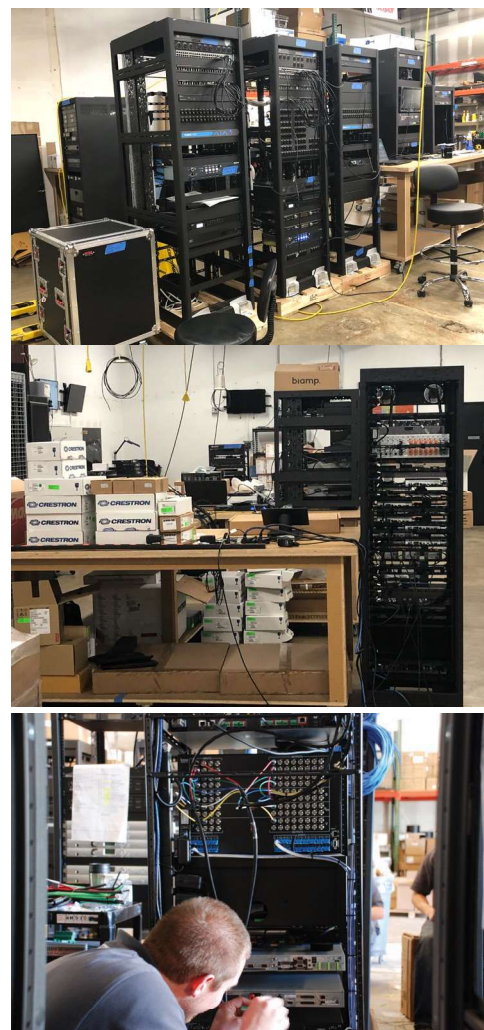
AV Racks simplify processes once fully operational, however through our years of experience we have identified systematic and critical issues during the rack build process. One of the more commonplace issues we have identified is requisite space and location. Most audio-visual projects will call for multiple racks, this in turn requires ample space to stage, store, and layout equipment before and during the rack building process. Space can be limited, especially while our client's day to day operations remain open. Another paramount consideration is our reliance on third parties to deliver our client's equipment in an expeditious manner. Lastly and always, it is of utmost importance that CTI maintain an efficient and timely project schedule. We understand how this can be frustrating to our clients, especially if space and time is limited.

To better serve our clients CTI built an AV Rack Fabrication Center at our headquarters location in St. Louis, MO where we pre-build all our AV racks ahead of installation, reducing the time and costs associated with building each rack onsite. By centralizing inventory, construction, quality control, programming and testing we can complete these racks ahead of time waiting to be installed according to project schedule timeframe.

BENEFITS OF AV RACK FABRICATION CENTER

- Reduces the number of equipment shipments directly to the customer site.
- Network and switching devices are staged and integrated prior to shipment to site.
- Reduces onsite installation intervals.
- Provides a controlled environment for rack fabrication.
- Ensures capture of equipment serial numbers
- All software and firmware upgrades installed.
- Reduces onsite delays associated with defective equipment or DOAs.
- Basic equipment configurations and internal rack connectivity testing prior to shipment to site
- Ability to load and test initial touch panel controls.

RACK BUILD STAGES



CORPORATE		
Adecco	Emprise Bank	MS Society
AFLAC	Energizer	Mutual of Omaha
AIA Kansas City	Enterprise Rent-a-Car	Nestle Purina PetCare Company
AIG, Inc.	Ernst & Young	Northrop Grumman
Airbus Americas Inc.	Eventbrite	Northwestern Mutual
Alberici Corporation	Express Scripts	Pacific Life
Aldi Inc.	Farmers Insurance Group	Peabody Energy
Alliant Energy	Fed Ex	Pepsi
Ameren	FGM Architects	Pfizer
American National Bank	Fleishman-Hillard	Polsinelli Shughart
Amsted Rail	Funeral Directors Life Insurance	Principal Financial Group
Anheuser-Busch Companies, Inc.	Gallup Organization	Proctor & Gamble
Arch Coal	Garmin International	Purina Farms
Archer Daniels Midland Company	GE Energy	Ralcorp Holdings, Inc.
Arcturus	General Mills	Raymond James
Assurant	Georgia Pacific	Rockett Benckise
Aventine	Girl Scouts of Eastern Missouri	Regional Channel Growth Assoc.
Black & Veach	GKN Aerospace Services	Reinhardt Boerner & Van Deuren
Black Hills Energy	Graybar	RGA Insurance Company
BLDD Architects	Grinnell Mutual Reinsurance Company	Ross & Barruzini
Blue Beacon International Inc.	H&R Block	Safety National Casualty Corp.
Boeing	Hallmark	Sara Lee
Bombardier	Harley-Davidson	Savvis, Inc.
Boy Scouts of America	Hewlett Packard Enterprise	Scottrade
Brown Shoe	HOOK	Shook, Hardy & Bacon, L.L.P.
Burns & McDonnell	Hon Company	Sigma Aldrich
Cargill	Honeywell Corporation	Spirit Aero Systems
Caterpillar	IBM	State Farm Insurance
Centene	Imperial PFS	Stereotaxis, Inc.
Cerner Corporation	Ingersoll-Rand	Stupp Bros., Inc.
Cessna Aircraft Company	JE Dunn	Swiss Re Insurance
Cintas Corporation	Jockey International	Thomson Reuters
Citi Group	John Deere	Thyssen Krupp
Citizens Bank	Johnson & Johnson	Union Pacific Railroad
Clifton Gunderson LLP	Jones Lang LaSalle	United Airlines
Coca-Cola	JP Morgan Chase Bank	United Way
Coleman Company	Kiewit	US Bank
Dell Corporation	Laclede Gas Company	Valmont
Deloitte and Touche	LinkedIn	Value Act Capital
Des Moines Register	Lockheed Martin	Verizon Wireless
Digital Insight	Major Brands	Von Maur
Dillard's Corporation	Mars, Incorporated	Wells Fargo
DLR Group	MasterCard	Woodmen of the World
Donald Danforth Center	Midwest Public Risk	World Agricultural Forum
Dow Chemical Company	Millard Refrigerated Services	World Wide Technology
eBay/PayPal	Moosylvania	Xceligent, Inc.
Edward Jones	Monsanto	YMCA
Emerson Electric	Motorola	Youth Villages

BROADCAST

Adult Swim	Georgia Institute of Technology	The Ohio State University
Atlanta Hawks	Houston Rockets	The Weather Channel
Bank of America Stadium	Hudson Alpha Institute for Biotechnology	Toronto Blue Jays
Boston Consulting Group	Interface, Inc.	Toyota Center
Carolina Panthers	Memphis Grizzlies	Troy University
Cartoon Network	Memphis Redbirds	Turner Broadcasting
Center for Combat Readiness	Milwaukee Bucks	United Parcel Service (UPS)
Charlotte Hornets	Nashville Predators	US Military Academy West Point
Chicago White Sox	Nashville Sounds	University of Arkansas
Clemson University	New Orleans Saints	University of California San Diego
Cleveland Cavaliers	North Carolina State	University of Georgia
Coca-Cola Company	Orlando Magic	University of North Carolina
Corning, Inc.	Papa John's International	University of South Carolina
Cox Media Group	Philadelphia Union	University of Virginia
Delta Airlines	RFD TV	US Air Force Academy
Detroit Pistons	Rocket City Trash Pandas	Virginia Polytechnic
Drug Enforcement Administration	Rocket Mortgage Fieldhouse (Cavaliers)	Virginia Tech
Federal Aviation Administration	Samaritan's Purse	WJCL Channel 22
Florida Panthers	San Diego State University	World Changers Church International
Florida State University	Spirit Communications Park,	
Georgia Aquarium	The Georgia Aquarium	

STADIUMS/ARENAS & HOSPITALITY/ENTERTAINMENT

9 Bar	Hotel Phillips	Pinnacle Entertainment
AEG Live	Hyatt	Potawatomi Hotel & Casino
AMC Entertainment	IHOP	Renaissance Hotel
Ameristar Casinos, Inc.	Intrust Bank Arena	River City Casino
Argosy Casino	Isle of Capri Casino	Rococo Theatre
Bally's Casino Tunica	Jumer's Casino & Hotel	Santikos Theatres
Bellerive Country Club	Kansas Aviation Museum	Science Center of Iowa
Best Western	Kansas Speedway	Scotch & Sirloin
Biggest Loser Resorts	Kauffman Stadium	Sheraton
Bill Snyder Stadium	KC Sports Commission	Sierra Suites
Buffalo Wild Wings	Kohl's Department Stores, Inc.	South Side Country Club
Busch Stadium	Lawrence Dumont Stadium	St. Louis Cardinals HOF & Museum
Challenger Learning Center	Lego Land Discovery Ctr. KC	St. Charles Convention Center
Coterie Theatre	Little Rock CVB	St. Louis Art Museum
Crowne Plaza	Lumiere Place	St. Louis Blues Hockey
Cubby's Sports Bar and Grill	Macy's	St. Louis Cardinals, LLC
Delta Rivers Nature Center	Maggiano's Little Italy	St. Louis Country Club
Drone & Mueller	Marriott	St. Louis Science Center
Drury Hotels	McDonalds Corporation	St. Louis Symphony
Eaglewood Resort & Spa	Memphis Grizzlies	St. Louis Zoo
El Dorado Convention Center	Memphis Redbirds/Autozone Park	Swiftel Center
Embassy Suites	Memphis Zoo	The Wildwood Hotel
Foot Locker Inc.	Museum of Fine Arts Houston	Union Station Kansas City
Four Seasons Hotel	Nebraska Furniture Mart	Union Station St. Louis
Gateway Arch	Oakwood Country Club	University of Missouri Aquatic Ctr.
Harbor Center-716 Restaurant/Bar	Opera Theatre of St. Louis	Walmart
Hilton	Overland Park Soccer Complex	Wichita Art Museum
Holiday Inn	Par-A-Dice Hotel & Casino	Wisconsin Center
Hotel at Old Town	Payless Shoe Source	World Chess Museum
Hotel Lumiere	P.F. Chang's	Wrigley Field

GOVERNMENT & MILITARY

36th Judicial District Court, MI	Illinois Emergency Mgt. Agency	State Of Idaho
Air National Guard	Illinois House of Representatives	State Of Iowa
American Embassy - Brussels	Illinois State Police	State of Missouri
Ames Public Library	Jefferson City Fire Department	State of Nebraska
Arkansas State Crime Laboratory	Kansas Air National Guard	US Air Force
Arkansas State Police	Kansas City Public Library	US Army
Bluford Branch Library	Kansas Dept. of Transportation	US Army Corps of Engineers
Camp Robinson	Little Rock Air Force Base	US Attorney's Office
City of Austin, TX	Little Rock Fire Department	US Bankruptcy Court
City of Baton Rouge, LA	Marine Corps Community Services	US Census Bureau
City of Blue Springs, MO	Maxwell Air Force Base	US Coast Guard
City of Brookings, SD	McConnell Air Force Base	US Department of Agriculture
City of Cedar Rapids, IA	McLean County Government	US Court of Appeals
City of Champaign, IL	MO Department of Conservation	US DEA - El Paso Intelligence Center
City of Charleston, SC	MO Department of Transportation	US Department of Commerce
City of Clive, IA	MO National Guard	US Department of Defense
City of Independence, MO	Montana Army National Guard	US Department of Education
City of Lawrence, KS	National Geospatial Intelligence	US Department of Energy
City of Lincoln, NE	NASA	US Dept. Health & Human Resources
City of Little Rock, AR	Naval Special Warfare Dev Group	US Department of Homeland Security
City of Marion, IA	Naval Support Activity Mid-South	US Department of Interior
City of Maryland Heights, MO	NCIS	US Department of Justice
City of Memphis, TN	Nebraska National Guard	US Department of Labor
City of Olathe, KS	Nevada Supreme Court	US Department of State
City of Overland Park, KS	Nuclear Regulatory Commission	US Department of the Treasury
City of Peoria, IL	Office of Naval Intelligence	US Department of Veteran Affairs
City of Stafford, TX	Offutt Air Force Base	US District Court, IL
City of West Des Moines, IA	Olathe Court House	US District Court, IN
City of Wichita, KS	Olathe Fire Administration	US District Court, KY
City of Windsor Heights, IA	Olathe Police Department	US District Court, KS
Civil Corps of Engineers	Papillion Police Station	US District Court, PA
Clerk US District Court WV	Papillion Fire Department	US District Court, WV
Davenport Police Department	Patrick Air Force Base	US District Court Office of the Clerk
Eureka Fire Department, MO	Polk County Courts	US Environmental Protection Agency
FAA Aeronautical Center	Peoria Park District	US Farmers and Ranchers Alliance
FBI	Rock Comm. Fire Protection District	US Marine Corps
Federal Aviation Administration	Rock Island Arsenal	US Marine Corps JAG
Federal Railroad Administration	Schriever Air Force Base	US Navy
Federal Reserve Bank	Scott Air Force Base	US Postal Service
FEMA	Sedgwick County	US Secret Service
Fort Campbell	Smithsonian Institute	US Stratcom
Fort Leavenworth	Social Security Administration	Washington Fire Department
Fort Leonard Wood	State of New York	Webster County Law Enforcement
Fort Riley	St. Charles County Government	Whiteman Air Force Base
General Services Administration	St. Louis County Library	Wichita Chamber of Commerce
Great Lakes Naval Base	Starved Rock State Park	Wright-Patterson AFB
Hutchinson Public Library	State of Arkansas	Wynne Fire Department

EDUCATION

Alverno College	Knox College	St. Ambrose University
A.T. Still University	Lewis & Clark Community College	Sauk Valley Community College
Arkansas State University	Lewis University	St. Charles Community College
Arkansas Tech University	Lindenwood University	St. Louis Univ. School of Medicine
Augustana College	Logan College of Chiropractic	Texas Southern University
Avila University	Loyola University	Trinity International University
Baptist College of Health Sciences	Marquette University	University Of Arkansas
Barstow School	Maryville University Saint Louis	Univ. Of Arkansas Medical Sciences
Baylor College of Medicine	McKendree University	University of Central Arkansas
Baylor University	Memphis City Schools	University of Central Missouri
Black Hawk College	Memphis University School	University of Chicago Medical
Blue Valley North High School	Methodist College	University of Colorado
Bradley University	Middle Tennessee State University	University of Dubuque
Briarcrest Christian School	Milbank Public Schools	University of Florida
Central College	Millikin University	University of Georgia
Colorado State University	Milwaukee Public Schools	University of Houston
Columbia College	Missouri State University	University Of Illinois
Concordia University Chicago	Missouri University of S&T	University of Iowa
Creighton Prep	Missouri Western State University	University of Kansas
Creighton University	Monmouth College	University of Kansas Medical
Danville Area Community College	Moraine Valley Community College	University of Memphis
DePaul University	Mt. Mary University	University of Missouri - Columbia
Des Moines Area Community College	Naval War College	University of Missouri - KC
Douglass High School	Northeast Iowa Community College	University of Missouri - Rolla
Drake University	Northern Illinois University	University of Missouri - St. Louis
Eastern Illinois University	Northwest Missouri State University	University of NE Medical Center
Elmhurst College	Northwestern University	University of Nebraska - Lincoln
Emporia State University	Oklahoma State University	University of Nebraska - Omaha
Evangelical Christian School	Olathe School District No.233	University of Northern Iowa
Fort Hays State University	Ozark Technical Community College	University of St. Mary
Frontier School of Innovation	Park University	University of St. Francis
Grand View University	Parkland College	University of Tennessee
Greenville College	Peoria School District 150	Univ. of Tennessee Health Science
Harding Academy	Philander Smith College	University of Texas at Austin
Harding University	Pittsburgh State University	University of Texas at Tyler
Heartland Community College	Principia College	University of Texas Medical
Henderson State University	Pulaski County Special School Dist.	University of Texas Rio Grande Valley
Hendrix College	Pulaski Technical College	University of Wisconsin
Hutchison School	Richland Community College	Upper Iowa University
Illinois Central College	Rockhurst University	USD 396 Douglass Public Schools
Illinois State University	Roosevelt University	Wartburg College
Indiana State University	Rosalind Franklin University M&S	Washington University
Iowa State University	Saint Louis University	Waukesha County Technical College
Iowa State Univ. College of Design	Saint Xavier University	Wayne State College
Iowa Wesleyan College	South Arkansas Community College	Webster University
Johnson County Community College	South Dakota State University	Western Illinois University
Kansas State University	Southeast Missouri State University	Wichita State University
KC Univ. of Medicine & Bioscience	Southeastern Illinois College	William Jewell College

HOUSE OF WORSHIP

Abundant Life Baptist Church	First Assembly of God of Aberdeen	Kirk of the Hills
Aldersgate United Methodist Church	First Assembly of God N. Little Rock	Lenexa Baptist Church
Antioch Family Worship	First Baptist Church Blue Springs	Liberty United Methodist Church
Ark of Safety Christian Church	First Baptist Church Harvester	Lord of Life Lutheran Church
Ascension Lutheran Church	First Central Congregational Church	Matthias Lot Church
Bellevue Baptist Church	First Evangelical Church	Mt. Olive Lutheran church
BreakPointe Community Church	First Presbyterian Church	Northland Baptist Church
Christ Community Church	First United Methodist Church	Peine Ridge Church
Church of the Resurrection	Forest Park Baptist Church	Racine Christian Church
Church on the Rock	Gateway Christian Church	Riverside Church
Church of the Savior	Good Shepherd Lutheran - Fremont	St. Charles Borromeo Church
Church of the Shepherd	Grace Church	St. John's Lutheran Church
Community of Christ World-HQ	Grace Evangelical Church	St. John's United Church of Christ
Country Club Christian	Grace-St. Luke's Episcopal Church	St. Louis Family Church
DeSoto Hills Baptist Church	Greater Grace Church	St. Patrick Presby. Church
Eastminster Presbyterian Church	Greek Orthodox Church of Omaha	St. Robert Bellarmine Parish
Eastside Baptist Church	Hope Church	Temple Israel
Elkton United Parish	Houston First Baptist Church	Trinity United Methodist Church
Faith Church	Immanuel Baptist Church	Village Presbyterian
Faith Lutheran Church	Immanuel United Methodist Church	Wesley United Methodist Church
Faith Reformed Church	Independent Presby. Church	Windsor Crossing Comm. church
Fellowship Baptist Church	James River Assembly	Zion Lutheran Church

HEALTHCARE

Abraham Lincoln Memorial Hospital	Celgene	Methodist Hospital
Alegent Health	Children's Clinic of Jonesboro	MetLife
Alexian Brothers Health Systems	Children's Mercy Hospital	Naval Hospital Pensacola
Allen Memorial Hospital	Columbia/St. Mary's	Nebraska Medical Center
American Assoc. of Orthodontists	Covenant Medical Center	Proctor Hospital
Arkansas Children's Hospital	Creve Coeur Animal Hospital	Salina Family Healthcare Center
Ascension Healthcare	Family Cancer Center PLLC	Salix Pharmaceuticals, Inc.
Baptist Lutheran Medical Center	Graham Hospital	Seton Medical Center Hays
Barnes-Jewish Hospital	Greenville Regional Hospital	SSM Health Care
Baxter Regional Medical Center	Hannibal Regional Healthcare Sys.	St. Luke's Hospital
BJC Health Care	Hillcrest Health and Rehabilitation	St. Mary's Good Samaritan Hospital
Blue Cross Blue Shield	Kansas University Medical	St. Vincent Hospital
Carle Foundation Hospital	Labette Health	Truman Medical Center
Castlewood Treatment Center	Lawrence Memorial Hospital	United Health Care
Catholic Health Association	Loyola Medical	Via Christi Health Systems Inc
CDC	MedPointe Pharmaceuticals	

CREDENTIALS/CERTIFICATIONS

CTI's technical staff has a variety of certifications and designations that set us apart as one of the most qualified audio-visual integration partners available. Some of our designations include:

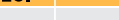
Certification	Qualifications/Industry Certifications/Manufacturer Certifications
Avixa	Apex / Certified Technology Specialist / Design / Install (CTS, CTS-D, CTS-I)
IT	MCITP, MCTS, CompTIA A+, CompTIA Network+
Project Management	NSCA PM
Control Systems	Crestron, Harman (AMX), Extron
Audio DSP	Biamp, BSS, ClearOne, Crown, Peavey, Gentner
CAD	AutoCAD, Autodesk, Revit
Sound Modeling	SynAudCon

NUMBER OF EMPLOYEES CERTIFIED

AVIXA			BIAMP CERTIFICATION						
CTS	CTS-D	CTS-I	AUDIA	VOCIA	VOIP	TESIRA	TESIRAFORTE	TESIRALUX	TESIRA SERVER/SERVER-IO
93	16	19	8	8	10	11	24	5	4

CRESTRON CERTIFICATION												
MASTER PROGRAMMER MCP	MASTER PROGRAMMER MCP-P	MASTER PROGRAMMER MCP-G	MASTER PROGRAMMER MCP-S	CCP	DMC-D-4K	DMC-E-4K	DMC-T-4K	DMC-D	DMC-E	DMC-S	DMC-T	DM-NVX-N
8	0	1	3	16	25	6	5	18	7	3	2	6

CRESTRON CERTIFICATION											
MASTER TECH ARCH	CSS-T	AUDIO TECH AUD	CTI-TCT-C	CTI-TCT-R	CTI-DCT-C	CTI-DCT-R	CTI-SCT-C	CTI-SCT-R	CORE CTI-CCT	FLEX	FUSION PROGRAMMER (CTI-FUSION-P)
1	1	1	1	1	2	2	1	1	3	1	8

AUDINATE - DANTE					EXTRON CERTIFICATION								
LEVEL 1	LEVEL 2	LEVEL 3	DOMAIN MANAGER	DANTE AV		EAP	EAVA	ECP	ECS	NETWORK SPEC.	PRODSP	XTPSE	XTPST
				Dante AV									
28	24	14	1	19		3	9	7	8	0	1	3	2

QSC CERTIFICATION									COMPTIA CERTIFICATION				
Q-SYS	Q-SYS LEVEL 1	Q-SYS LEVEL 2	Q-SYS CONTROL 101	Q-SYS CONTROL 201	Q-SYS QUANTUM LEVEL 1	Q-SYS VIDEO 101	Q-SYS ENTERPRISE MANAGER	Q-SYS ARCHITECT	A+	NETWORK +	SECURITY+	SECURITY+ CE	IT FUNDAMENTALS+
27	22	8	10	2	2	4	1	1	2	3	1	1	1

AAV CERTIFICATION				BICSI CERTIFICATION						SDVoE CERT.	OSHA CERT.	
AAV CQD	AAV CQL	AAV CQT	AAV 9000	BICSI	BICSI INSTALLER 1 (INST1)	BICSI INSTALLER 2 COPPER (INSTC)	BICSI INSTALLER 2 OPTICAL FIBER (INSTF)	BICSI TECHNICIAN (TECH)	BICSI RCDD	SDVoE	OSHA 10	OSHA 30
27	22	8	10	2	0	0	0	1	1	2	74	14

SECTION 3: FINANCIAL & PROJECT INFORMATION

FINANCIAL INFORMATION

REVENUE

Expected 2024 Revenue: \$300 MIL
 Past Revenue (5 years): 2022-\$180 MIL / 2021-\$141 MIL / 2020-\$141 MIL / 2019-\$127MIL / 2018-\$105MIL

BACKLOG

Current Backlog (12/31/2023) \$129 MIL

PROJECT INFORMATION

PROJECT SIZE RANGE

Typical Project Value \$25,000 TO \$5 MIL
 Total # Projects (Previous Year): 3,156
 Average Project Size (in dollars): \$53,048

BONDING

Maximum Bonding Capacity \$150M
 Current Open Bond Capacity \$140M
 Single Project Bonding Capacity \$50M
 Performance Bond ever exercised No

LITIGATION STATEMENT

(Experiences Within the last 5 years)

Judgments	Zero	Arbitrations	Zero
Suits / pending Proceedings	Zero	Bankruptcy / Company	Zero
Bankruptcy / Principals	Zero	Bankruptcy / Officers	Zero
Project Related:	Zero incidents to claim	Non-Project Related:	Zero incidents to claim

SAFETY INFORMATION

EMR RATING

July '23 – July '24 .61%
 July '22 – July '23 .69%
 July '21 – July '22 .67%
 July '20 – July '21 .65%
 July '19 – July '20 .60%

INSURANCE INFORMATION

Producer: Marsh & McLennan Agency LLC
 Insurer A: Atlantic Specialty Inc.
 Insurer B: Hanover Insurance Company
 Coverage: 7/31/2023-7/31/2024

GENERAL LIABILITY

Coverage Limit: \$1,000,000.00 per claim
 \$2,000,000.00 aggregate

AUTOMOBILE

Coverage Limit: \$1,000,000.00

UMBRELLA

Coverage Limit: \$10,000,000.00

WORKERS COMPENSATION

Coverage Limit: \$1,000,000.00

ERRORS & OMISSIONS/PROFESSIONAL

Coverage Limit: \$2,000,000.00

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
				7/27/2018
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).				
PRODUCER J.W. Terrill, a Marsh & McLennan Agency LLC co 825 Maryville Centre Drive Suite 200 Chesterfield MO 63017		CONTACT NAME: Patti Mosteith PHONE: FAC. No. Ext. 314 594-2617 FAX: JAC. No. 888 307-1561 E-MAIL: pmosteith@jwterril.com ADDRESS: pmosteith@jwterril.com		
INSURED Conference Technologies, Inc. 11653 Adle Road Maryland Heights, MO 63043		INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Specialty Insurance Company 27154 INSURER B: Hanover Insurance Company 22292 INSURER C: INSURER D: INSURER E: INSURER F:		
COVERAGES		CERTIFICATE NUMBER: 556787998		REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.				
INSR	TYPE OF INSURANCE	ADD. SURR	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR ☐		711014032-0005	7/31/2018
GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☒ PROG. ☐ AGG. ☐ LOC. ☐				
OTHER:				
A	AUTOMOBILE LIABILITY ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIREN AUTOS ☒ NON-OWNED AUTOS ☒ HIRING 11/1/2000 ☒ Ded \$1,000		711014032-0005	7/31/2018
A	UMBRELLA LIAB EXCESS LIAB ☒ CLAIMS-MADE ☒ RETENTION \$ 10,000		711014032-0005	7/31/2018
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED (Mandatory in NE) (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N N/A	480041019-0005	7/31/2018
B	Coverage Error & Omissions Leased/Rented		480041019-0005 790210134-0001 711014032-0005	7/31/2018 7/31/2018 7/31/2018
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)				
CERTIFICATE HOLDER				
CANCELLATION				
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
Evidence of Coverage only				
AUTHORIZED REPRESENTATIVE Helen Bontaine				
ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD				

BUSINESS IDENTIFICATION/REGISTRATION

TAX ID NUMBERS

Federal Tax ID Number: 43-1501713
County Code (3 digit): 189
Congressional District: 01
MSA: 7040
St. Louis District Office: SBA office code 0768
Accepts GVT. Credit Card: ☒ Yes ☐ No



UNIFORM SALES & USE TAX CERTIFICATE MULTIJURISDICTIONAL

State	License #	State	License #	State	License #
AK - Alaska	21801285	LA - Louisiana	1701016-0001-400	OK - Oklahoma	STS-10284404-05
AL - Alabama	N/A	MA - Massachusetts	SLS-21296389-003	OR - Oregon	N/A
AR - Arkansas	267225-76-001	MD - Maryland	16014936	PA - Pennsylvania	67661107
AZ - Arizona	20584591	ME - Maine	N/A	PR - Puerto Rico	N/A
CA - California	103110055	MI - Michigan	U431501713	RI - Rhode Island	2-5076-4060
CO - Colorado	26790288-0001	MN - Minnesota	8160163	SC - South Carolina	115093415
CT - Connecticut	N/A	MO - Missouri	13647300	SD - South Dakota	1022-4773-ST
DC - District of Columbia	350-001727298	MS - Mississippi	083-38923-9	TN - Tennessee	104173397
DE - Delaware	N/A	MT - Montana	N/A	TX - Texas	32039849214
FL - Florida	78-8016767396-6	NC - North Carolina	601271997	UT - Utah	12601690-003-STC
GA - Georgia	175-958811	ND - North Dakota	N/A	VA - Virginia	12-431501713F-001
HI - Hawaii	N/A	NE - Nebraska	01-9367969	VI - Virgin Islands	N/A
IA - Iowa	200151118	NH - New Hampshire	N/A	VT - Vermont	N/A
ID - Idaho	5881511	NJ - New Jersey	431-501-713/000	WA - Washington	13647300
IL - Illinois	3508-0663	NM - New Mexico	N/A	WI - Wisconsin	456-000-3897944-02
IN - Indiana	136741304	NV - Nevada	NV20161089379	WV - West Virginia	N/A
KS - Kansas	004-431501713F-01	NY - New York	43-1501713	WY - Wyoming	N/A
KY - Kentucky	820398	OH - Ohio	99109291		

CONTRACTOR LICENSES

State	License #	Expiration	Type	Class	Notes
Arkansas	0214590524	05-31-2024	Contractor	Communication, Computer or Sound Systems, Cabling	
California	1072847	01-31-2025	Contractor	C-7 - Low Voltage Systems	Brandon C./John Laughlin
Iowa	C000782	08-16-2024	Contractor		
Mississippi	18251-SC	02-12-2025	Contractor	Communication Systems & Low Voltage	
Nebraska	34881-18	06-1-2024	Contractor		Sales Tax option 1
Tennessee	00057713	09-30-24	Contractor	Class-CE-D CE-F	
Washington	CONFETI787R801	10-25	Contractor	General	
City of St. Louis	LC9967889	05-31-2023	Contractor	General - C	
St. Louis County	C-5033	12-31-23	Electrical		
City of Glendale	901787	04-10-25	Contractor	M-Communication	

GOVERNMENT CONTRACTS & ID'S

(SAM) System for Award Management (formerly CCR)
(DUNS) Data Universal Numbering System:
(CAGE) Commercial and Government Entity:
GSA Advantage Contract Number (Since 2012):

UEI: L6V8ZMLHQ436 Valid until 1/14/2025
619503634
OK420 (Valid until 01/29/2025)
GS-03F-0124Y (Valid until 06/14/2032)

BANK REFERENCE

CARROLLTON BANK

January 16, 2024

John Laughlin
Conference Technologies, Inc.
11653 Adie Rd
Maryland Heights, MO 63043-3509

Re: Conference Technologies, Inc. Bank Reference Letter

Dear Mr. Laughlin,

This letter shall serve as Carrollton Bank's reference letter for Conference Technologies, Inc. Current relationship status with Carrollton Bank is outlined below:

- **\$8,000,000.00 Line of credit**
 - o Secured by all business assets of Conference Technologies, Inc.
 - o Amount available to borrow is \$8,000,000.00 and is governed by borrowing base report.
 - o Maturity of Line: July 19, 2025
 - o Covenants – Standard financial reporting requirements
- **Payment History** : All accounts paid as agreed
- **Average Deposit Account Balance**
 - o \$13,232,000.00

Conference Technologies, Inc is an outstanding client and held in high regard at the Bank.

If there are any other inquires on the above referenced client, please feel free to contact me.

Sincerely,



Randy M Russell | CARROLLTON BANK
Regional President | Commercial Banking
1925 Richardson Rd. Arnold, MO 63010
636.306.2225 O 636.591.1035 F
russell@carrolltonbanking.com | www.carrolltonbanking.com

1925 Richardson Road • Arnold, Missouri 63010

(636) 590-6040 • (636) 591-1035

SURETY REFERENCE



Marsh McLennan Agency
825 Maryville Centre Drive | Suite 200
Chesterfield | MO 63017
T +1 314 594 2700
MarshMMA.com

January 5, 2024

RE: Conference Technologies, Inc.

To Whom It May Concern:

Conference Technologies, Inc. is a valued Travelers Casualty and Surety Company of America surety customer. Travelers Casualty and Surety Company of America is one of the most financially sound insurance companies in the United States and enjoys a Best Rating of A+ + with financial strength category of XV.

Due to Conference Technologies, Inc.'s reputation, technical expertise, financial strength, quality equipment and experienced labor force, Marsh McLennan Agency is prepared to consider performance and payment bonds for single jobs in the \$50,000,000.00 range with an aggregate work program of \$150,000,000.00 subject to the conditions below.

Marsh McLennan Agency is proud to be associated with Conference Technologies, Inc. Should a project be awarded to and accepted by Conference Technologies, Inc., we are prepared to consider providing the required bonds on their behalf. Any bonds are subject to acceptable review of the contract terms and conditions, bond forms, confirmation of financing, and any other underwriting considerations at the time of the request. It should be understood that any arrangement for bonds is strictly a matter between Conference Technologies, Inc. and the Travelers Casualty and Surety Company of America. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Please feel free to contact me if you have any specific questions regarding Conference Technologies, Inc. or their surety bond program.

Sincerely,



Andrew P. Thome,
Attorney-in-Fact, Travelers Casualty and Surety Company of America

A business of Marsh McLennan
Marsh & McLennan Agency LLC

Your future is limitless.™



Cost Proposal

City of Roseville, California

RFP# 07-100- Emergency Operations Center (EOC) Video Wall

DATE

Tuesday, 14 May 2024- ***Revised 5.30.24***

PREPARED BY

Paul Reigner

Design Consultant
1902 Vulture St.
Allentown, PA 18103
paul.reigner@cti.com

Proposal Summary

Description	Price
Equipment	\$634,150.57
Design and Implementation Services***	\$177,148.25
IMaterials	\$16,800.00
Travel	\$19,825.00
Freight	\$28,500.00
Warranty, Service, and Support	\$65,812.50
Subtotal	\$942,236.32
Tax	\$60,379.76
Payment and Performance Bond Fee- .80%	\$8,020.93
Grand Total	\$1,010,637.01

*** Includes Admin fees for Prevailing Wage and Subcontractor labor

OPTIONAL- Freestanding Mounting Structure

Description	Price
Replace specified wall mount w/ freestanding wall mount- <i>Includes Tax & Bond Fee</i>	\$126,084.04

OPTIONAL- EXTENDED WARRANTY

Description	Price
2 Additional Years of Extended Warranty- Years 4 & 5- <i>Includes Tax & Bond Fee</i>	\$54,801.54

BILL OF MATERIALS

1ST FLOOR (INCLUDES HEADEND)

Manufacturer	P/N	Description	Qty	Unit Price	Ext. Price
Display Systems Equipment: \$275,981.30					
Barco	R9867602	UNI1.5 SMRTMNT WALL CROSS CPL	28	\$71.13	\$1,991.64
Barco	R9868700B	Uni-2008 View800N US	37	\$5,710.14	\$211,275.18
Netgear	GS316P-100NAS	16PT GE UNMANAGED SWCH W/POE/POE+	2	\$213.85	\$427.70
Draper	BARCO LCD ACC	ARRAY SIZE: 6 (W) X 3 (H) SMARTTRIM AND INTERFACE W/ TEXTURED BLACK FINISH	2	\$8,014.54	\$16,029.08
Barco	R985016B	Wall Manager Edge	1	\$995.00	\$995.00
Barco	R98497050	EXPC-7050 Ext power cable 50m	36	\$323.12	\$11,632.32
Barco	R98491200	EXT-1200 Ext Pwr Supply Block	6	\$1,806.26	\$10,837.56
Barco	R9867603	Uni2.0 SMRTMNT ASSEMBLY L	36	\$538.79	\$19,396.44
Barco	R9867740	U1.5 SMRTMNT INSTALL KIT CPL	2	\$272.41	\$544.82
Barco	B563128	PS SM 180/275 1200W 53V5	6	\$475.26	\$2,851.56
Video Systems Equipment: \$150,846.61					
Extron	60-1421-53	DTP T HWP 4K 331 D - White	4	\$482.35	\$1,929.40
Barco	R9861622USB2	CX-50 GEN2 set, certified in I	4	\$3,044.71	\$12,178.84
Extron	60-1331-13	DTP HDMI 4K 330 Rx	21	\$382.35	\$8,029.35
Barco	R985005B	SAS-050 Secure Appliance Server US	3	\$2,639.01	\$7,917.03
Crestron	HD-MD4X2-4KZ-E	4x2 4K60 4:4:4 HDR AV Switcher	1	\$797.65	\$797.65
Barco	R9833642	Redundant Server license	1	\$4,398.35	\$4,398.35
Barco	R983843000	NSD-430 Single Display Controller	1	\$13,578.86	\$13,578.86
Barco	R9833641	LIC Barco CTRL SOURCE VIEW	60	\$357.38	\$21,442.80
Extron	60-604-11	RSB 126 GRAY	6	\$50.59	\$303.54
Barco	R986744003	NGS-D440 PSU KIT US (pack of 2)	7	\$180.13	\$1,260.91
Extron	60-604-02	RSB 129 GRAY	3	\$50.59	\$151.77
Barco	R985099	19" RACK MOUNT KIT P50	8	\$152.31	\$1,218.48
Extron	60-1580-02	PS 128, 12 VDC 96 W Power Supp	3	\$723.53	\$2,170.59
Barco	R9833640	LIC Barco CTRL HD OUT	41	\$357.38	\$14,652.58
Barco	R985000B	SAN-050 Secure Appliance Node US	15	\$1,649.39	\$24,740.85
Extron	60-1331-12	DTP HDMI 4K 330 Tx	17	\$382.35	\$6,499.95
Barco	R9833645	BASIC License pack (includes 8x HD OUT, 16x SOURCE VIEW)	1	\$1,979.26	\$1,979.26
Barco	R9867440	NGS-D440 Secure Appliance Encoder	12	\$1,237.05	\$14,844.60
Barco	R986744093	NGS-D440 RACKMOUNT US	6	\$305.43	\$1,832.58
VADDIO	999-1005-032	USB 3.0 EXTENDER SYSTEM N/A	1	\$1,638.00	\$1,638.00
VADDIO	999-30230-000W	EasyIP 20 Camera White	1	\$3,419.66	\$3,419.66
VADDIO	999-30231-000W	EasyIP 20 Mixer Base Kit White NA	1	\$5,861.56	\$5,861.56



Audio Systems Equipment: \$18,629.25					
Shure	QLXD2/B58=-V50	Handheld Transmitter with Beta 58A Microphone	3	\$421.35	\$1,264.05
Shure	MXWAPT8-Z10+P300-P	MXWAPT8=-Z10 and P300-IMX	1	\$4,316.35	\$4,316.35
Biamp	910.0300.900	DX-IC6LP-W White	10	\$170.59	\$1,705.90
Shure	MXWNCS8	8-CH NETWORKED CHARGING STATION	1	\$1,553.53	\$1,553.53
Shure	QLXD4=-V50	Half-Rack, Single Channel Receiver	3	\$608.00	\$1,824.00
Shure	MXW6/C=-Z10	BOUNDARY TRANSCEIVER, CARDIOID	8	\$553.24	\$4,425.92
Atlas	DS5E	Fixed Height Desktop Mic Stand 5 inch Ebony Finish	3	\$19.44	\$58.32
Biamp	911.0653.900	REVAMP2120T	2	\$414.12	\$828.24
Biamp	911.0395.900	TesiraFORTE AVB CI	1	\$2,652.94	\$2,652.94
Control Systems Equipment: \$3,882.36					
Crestron	TSD-2220-B	21.5 in. HD Touch Screen Display, Black	1	\$1,294.12	\$1,294.12
Crestron	DGE-100	Digital Graphics Engine 100	1	\$1,294.12	\$1,294.12
Crestron	CP4	4-Series Control System	1	\$1,294.12	\$1,294.12
Rack Accessories and Furniture: \$1,546.41					
MIDDLE ATLANTIC	PD-2415SC	SLIM PWR STRP,24OUT,15A,W	1	\$158.82	\$158.82
MIDDLE ATLANTIC	WRK-44SA-32LRD	44SP/32D WRK RACK LRD	1	\$1,271.12	\$1,271.12
MIDDLE ATLANTIC	PD-915R	9OUT,15A,RCKMNT POWER CEN	1	\$116.47	\$116.47

LABOR PLAN

Description	Ext. Price
Audio/DSP Programming	\$1,969.00
Consulting	\$9,400.00
Corp Rack Build	\$3,528.00
Drafting	\$2,016.00
Engineering	\$14,320.00
Installation Labor / Training	\$28,350.00
Programming/Commissioning	\$14,320.00
Project Management	\$15,752.00
Rack Cert	\$8,950.00
Subcontractor Labor	\$4,500.00
Touch Panel & Graphic Design	\$2,048.00
Travel-Install Labor	\$8,976.00
Labor: \$114,129.00	

4th Floor

Manufacturer	P/N	Description	Qty	Unit Price	Ext. Price
Display Systems Equipment: \$73,051.76					
Barco	R985016B	Wall Manager Edge	1	\$995.00	\$995.00
Barco	R9867740	U1.5 SMRTMNT INSTALL KIT CPL	1	\$272.41	\$272.41
Barco	R98497050	EXPC-7050 Ext power cable 50m	9	\$323.12	\$2,908.08
Netgear	GS316P-100NAS	16PT GE UNMANAGED SWCH W/POE/POE+	1	\$213.85	\$213.85
Barco	R9867603	Uni2.0 SMRTMNT ASSEMBLY L	9	\$538.79	\$4,849.11
Barco	R98491200	EXT-1200 Ext Pwr Supply Block	3	\$1,806.26	\$5,418.78
Barco	R9868700B	Uni-2008 View800N US	9	\$5,710.14	\$51,391.26
Barco	R9867602	UNI1.5 SMRTMNT WALL CROSS CPL	8	\$71.13	\$569.04
Draper	BARCO LCD ACC	ARRAY SIZE: 3 (W) X 3 (H) SMARTTRIM AND INTERFACE W/ TEXTURED BLACK FINISH	1	\$5,008.45	\$5,008.45
Barco	B563128	PS SM 180/275 1200W 53V5	3	\$475.26	\$1,425.78
Video Systems Equipment: \$28,667.82					
Barco	R986744093	NGS-D440 RACKMOUNT US	2	\$305.43	\$610.86
Barco	R9867440	NGS-D440 Secure Appliance Encoder	4	\$1,237.05	\$4,948.20
VADDIO	999-1005-032	USB 3.0 EXTENDER SYSTEM N/A	1	\$1,638.00	\$1,638.00
Barco	R986744003	NGS-D440 PSU KIT US (pack of 2)	2	\$180.13	\$360.26
Barco	R985099	19" RACK MOUNT KIT P50	2	\$152.31	\$304.62
Barco	R985000B	SAN-050 Secure Appliance Node US	4	\$1,649.39	\$6,597.56
Extron	60-1331-12	DTP HDMI 4K 330 Tx	4	\$382.35	\$1,529.40
Extron	60-1331-13	DTP HDMI 4K 330 Rx	6	\$382.35	\$2,294.10
VADDIO	999-99600-270W	RoboSHOT 12E OL BRIDGE Express WHT	1	\$5,651.88	\$5,651.88
Extron	60-1580-02	PS 128, 12 VDC 96 W Power Supp	1	\$723.53	\$723.53
Extron	60-1421-53	DTP T HWP 4K 331 D - White	2	\$482.35	\$964.70
Barco	R9861622USB2	CX-50 GEN2 set, certified in I	1	\$3,044.71	\$3,044.71
Audio Systems Equipment: \$13,215.82					
Shure	MXWAPT8-Z10+P300-P	MXWAPT8=-Z10 and P300-IMX	1	\$4,316.35	\$4,316.35
Shure	QLXD4=-V50	Half-Rack, Single Channel Receiver	1	\$608.00	\$608.00
Shure	MXWNCS4	4-CH NETWORKED CHARGING STATION	1	\$1,205.94	\$1,205.94
Biamp	911.0653.900	REVAMP2120T	1	\$414.12	\$414.12
Atlas	DS5E	Fixed Height Desktop Mic Stand 5 inch Ebony Finish	1	\$19.44	\$19.44
Shure	MXW6/C=-Z10	BOUNDARY TRANSCIEVER, CARDIOID	4	\$553.24	\$2,212.96
Biamp	911.0395.900	TesiraFORTE AVB CI	1	\$2,652.94	\$2,652.94



Biamp	910.0300.900	DX-IC6LP-W White	8	\$170.59	\$1,364.72
Shure	QLXD2/B58=-V50	Handheld Transmitter with Beta 58A Microphone	1	\$421.35	\$421.35
Control Systems Equipment: \$3,216.47					
Crestron	CP4	4-Series ^Â ™ Control System	1	\$1,294.12	\$1,294.12
Crestron	TS-1070-B-S	10.1 in. Tabletop Touch Screen, Black Smooth	1	\$1,922.35	\$1,922.35
Rack Accessories and Furniture: \$1,546.41					
MIDDLE ATLANTIC	PD-2415SC	SLIM PWR STRP,24OUT,15A,W	1	\$158.82	\$158.82
MIDDLE ATLANTIC	PD-915R	9OUT,15A,RCKMNT POWER CEN	1	\$116.47	\$116.47
MIDDLE ATLANTIC	WRK-44SA-32LRD	44SP/32D WRK RACK LRD	1	\$1,271.12	\$1,271.12

Labor Plan

Description	Ext. Price
Audio/DSP Programming	\$716.00
Consulting	\$4,700.00
Corp Rack Build	\$1,008.00
Drafting	\$1,008.00
Engineering	\$5,370.00
Installation Labor / Training	\$17,640.00
Programming/Commissioning	\$10,740.00
Project Management	\$4,475.00
Rack Cert	\$2,864.00
Subcontractor Labor	\$4,500.00
Touch Panel & Graphic Design	\$768.00
Travel-Install Labor	\$4,224.00
Labor: \$58,013.00	

Barco EssentialCare *(Included in Equipment Total of Proposal Summary)*

Manufacturer	P/N	Description	Qty	Unit Price	Ext. Price
Display Systems Equipment: \$31,951.24					
Barco	14647	UniSee (3x3) EssentialCare (HW)- 5 Years	1	\$7,081.08	\$7,081.08
Barco	14647	UniSee (6x3) EssentialCare (HW)- 5 Years	2	\$12,435.08	\$24,870.16
Video Systems Equipment: \$31,615.12					
Barco	14647	CTRL EssentialCare (HW)- 5 Years	1	\$8,596.48	\$8,596.48
Barco	14647	NSD-430 EssentialCare (HW)- 5 Years	1	\$1,824.04	\$1,824.04
Barco	R9833643	Barco CTRL Standard Software Support- 1 Year	5	\$4,238.92	\$21,194.60

OPTIONAL-Freestanding Mounting Structure

Manufacturer	P/N	Description	Qty	Unit Price	Ext. Price
Display Systems Equipment: \$54,484.81					
Draper	BARCO LCD ADD	ARRAY SIZE: 3 (W) X 3 (H) SMARTTRIM AND INTERFACE	-1	\$5,008.45	(\$5,008.45)
AMD	AMD_VWFSLCD_X-PNL	3x3H Configuration Self supported Structure and Cladding Barco Unisee LCD	1	\$17,411.76	\$17,411.76
Draper	BARCO LCD ADD	ARRAY SIZE: 6 (W) X 3 (H) SMARTTRIM AND INTERFACE	-2	\$8,018.07	(\$16,036.14)
AMD	AMD_VWFSLCD_X-PNL	6x3H Configuration Self supported Structure and Cladding Barco Unisee LCD	2	\$29,058.82	\$58,117.64

Labor Plan

Description	Ext. Price
Consulting	\$800.00
Drafting	\$252.00
Engineering	\$1,432.00
Project Management	\$1,432.00
Manufacturer Labor	\$60,800.00
Labor: \$64,716.00	

ORDINANCE NO. 6859

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2024-25, is hereby amended as listed on the attached budget adjustment for the Electric Emergency Operations Center project.

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

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

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 5/24/2024

REQUESTER NAME & TITLE:	Steve Hancock, Sr Electric Business Analyst	FISCAL YEAR:	2024-25
PREPARER NAME & TITLE:	Matt Nelson, Sr Electric Business Analyst	COUNCIL DATE (if applicable):	09/04/24
DEPARTMENT/DIVISION:	Electric / Operations Technology	ORDINANCE:	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001	6587	84701	500417	750,000	Increase budget for Electric Department Operations Center
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				750,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
REVENUES/TRANSFERS IN TOTAL				-	

NET ADJUSTMENT	750,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001	3601	00000	000000	(750,000)	Decrease Electric Fund available resources
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(750,000)	

Justification for Budget Adjustment:

Roseville Electric Utility has identified the need for an Emergency Operations Center (EOC) to coordinate utility related emergencies, as well as support City emergency operations. The EOC will be located on the 1st floor of 116 S. Grant Street with a secondary location on the 4th floor. Through the deployment of technology such as video walls, an audio-conferencing system, and the capability to view, monitor and interact with real time data from other systems, the EOC will provide the City's management team and incident responders with improved situational awareness to support effective incident management, decision making, and collaboration and communication with City staff, Roseville residents, and external agencies. The requested budget adjustment is necessary to increase the existing CIP budget to \$1,500,000 to cover the proposed implementation contractor (Conference Technologies Inc.) cost, in addition to site modifications such as minor floor construction, electrical expansion work, and any ancillary equipment required for a successful EOC implementation.



Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: Electric Emergency Operations Center

Project Location(s): 116 S Grant Street (APN 013-123-025-000), Roseville, CA 95678.

Project Description: Roseville Electric staff seeks the approval of a resolution to build an Emergency Operations Center (EOC) to coordinate utility-related emergencies, as well as support City emergency operations. The EOC will be located on the 1st floor of 116 S. Grant Street with a secondary location on the 4th floor. The EOC will serve as the central command and control location to ensure continuity of operations and enhance the safety of Roseville's residents and City staff during an emergency or disaster. The EOC will be entirely contained and operated within the existing building and will use technology such as video walls, an audio-conferencing system, and the capability to view, monitor and interact with real time data from other systems. The facilities will also provide space for meetings, trainings and customer engagement when not in use for emergencies. The proposed work will include site modifications such as minor floor construction, electrical expansion work, and installation of ancillary equipment needed for EOC operations. The project would consolidate operations of emergency management in one of two locations and would not result in an expansion of use or capacity.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: Roseville Electric Utility

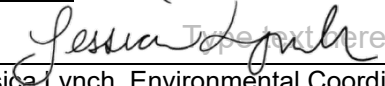
Reason why this Project is Exempt: The project qualifies for a Class 1 Categorical Exemption as described in Section 15301 of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 1 consists of the operation, repair, maintenance,...or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use... Examples include, but are not limited to: (a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances.

The project consists of the construction of two new EOC facilities on the 1st and 4th floors of the existing building located at 116 S Grant Street. The project would not result in expansion of use. Consequently, the Class 1 Categorical Exemption applies.

Lead Agency Contact Person: Tom Pontes, Roseville Electric (916-774-5550).

Signature: _____


Jessica Lynch, Environmental Coordinator
City of Roseville

Date: 8/15/2024



COUNCIL COMMUNICATION

CC #: 3517

File #: 0900-04 & 0201-01

Title: Historic Old Town Parking Lot Improvements Project - Capital Improvement Project Approval, Letter of Understanding, and Budget Adjustment
Contact: Brian Gulewich 916-746-1376 bcgulewich@roseville.ca.us

Meeting Date: 9/4/2024

Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Approve the establishment of a new Capital Improvement Project (CIP) – Historic Old Town Parking Lot Improvement Project (Project);
2. Adopt a resolution to approve a Letter of Understanding (LOU) Agreement prepared by the Union Pacific Railroad Company (UPRR) covering the possible sale by Union Pacific Railroad Company (Seller) to City of Roseville (Buyer) of Seller's interest in certain real property in Roseville, California for an agreed-upon purchase price of \$800,000, and authorize the City Manager to execute the LOU Agreement, and to terminate the LOU Agreement during the feasibility review period if conditions warrant; and
3. Adopt an ordinance to approve a budget adjustment appropriating \$2,170,000 from the Strategic Improvement Fund (SIF) to the Project for the acquisition of a 1.64-acre parcel from UPRR, environmental review, and design services for the Project.

BACKGROUND

In 2017, a parking analysis was completed to evaluate the parking impact in response to the Capitol Corridor Third Track Project. In the analysis, a parking shortfall of approximately 90 to 160 spaces was identified at peak times. The UPRR parcel, referenced in the LOU Agreement, was identified as an ideal property to construct a parking lot to address the shortage. This property was also identified for a potential parking lot by the Downtown Specific Plan, adopted in 2009.

In addition to the Third Track project, the study identified the following factors as contributing to the shortfalls:

- Full utilization of the Roseville Station surface parking lot under existing conditions
- Increase in ridership and parking demand associated with the Third Track project
- Lack of available off-street public parking within a five-minute walk of the Roseville Station

- platform under existing conditions
- Significant increase in residential development and associated parking demand
- Reduction of off-street parking supply

Approval and execution of the LOU Agreement is necessary to establish an agreed-upon purchase price for the property and terms and conditions for both parties, including allowing the City time to do appropriate due diligence in advance of property acquisition, such as environmental testing, surveys, title report review, mitigation studies, etc. The LOU provides for a 90-day survey period and a concurrently running 120-day Feasibility Review Period, during which time surveys will be shared with the Seller (UPRR) and City staff will conduct a title review. If needed, an additional 90-day extension can be requested of UPRR for further title review by City staff. Should any of the surveys deem the acquisition of the property for the agreed-upon purchase price undesirable to the goals of the City, the City Manager can terminate the LOU and reassess terms of acquiring the property from UPRR.

Establishment of the CIP is necessary for staff to continue with the City's effort to create more parking in Historic Old Town Roseville, should the acquisition be finalized.

With final acquisition approvals following the feasibility review period, staff anticipates the acquisition of the property being completed by March, 2025. Design of the approx. 110-space parking lot will immediately follow successful acquisition and will include development of the construction timeline.

FISCAL IMPACT

A budget adjustment in the amount of \$2,170,000 is being requested from the Strategic Improvement Fund (SIF) to fully fund the property acquisition, environmental review, and design services. Construction is estimated to cost approximately \$3,130,000 and will come to Council for future contract and budget approval. No General Fund resources are proposed for this project.

ENVIRONMENTAL REVIEW

Development of the Historic Old Town Parking Lot Improvements Project was previously evaluated in the Downtown Roseville Specific Plan EIR (March 16, 2009) (SCH: 2007102090), and identified in the associated City of Roseville Downtown Specific Plan. As discussed in the Specific Plan EIR, the EIR provides environmental analyses of community infrastructure and facilities, including parking facilities, like the proposed project. Because the project is consistent with the Downtown Roseville Specific Plan Final EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the Downtown Roseville Specific Plan EIR will be implemented during the design and construction of the Historic Old Town Parking Lot Improvements Project. Because the proposed project meets the requirements identified in Section 15183 of the State CEQA Guidelines, no additional CEQA review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Brian Gulewich, Assistant Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

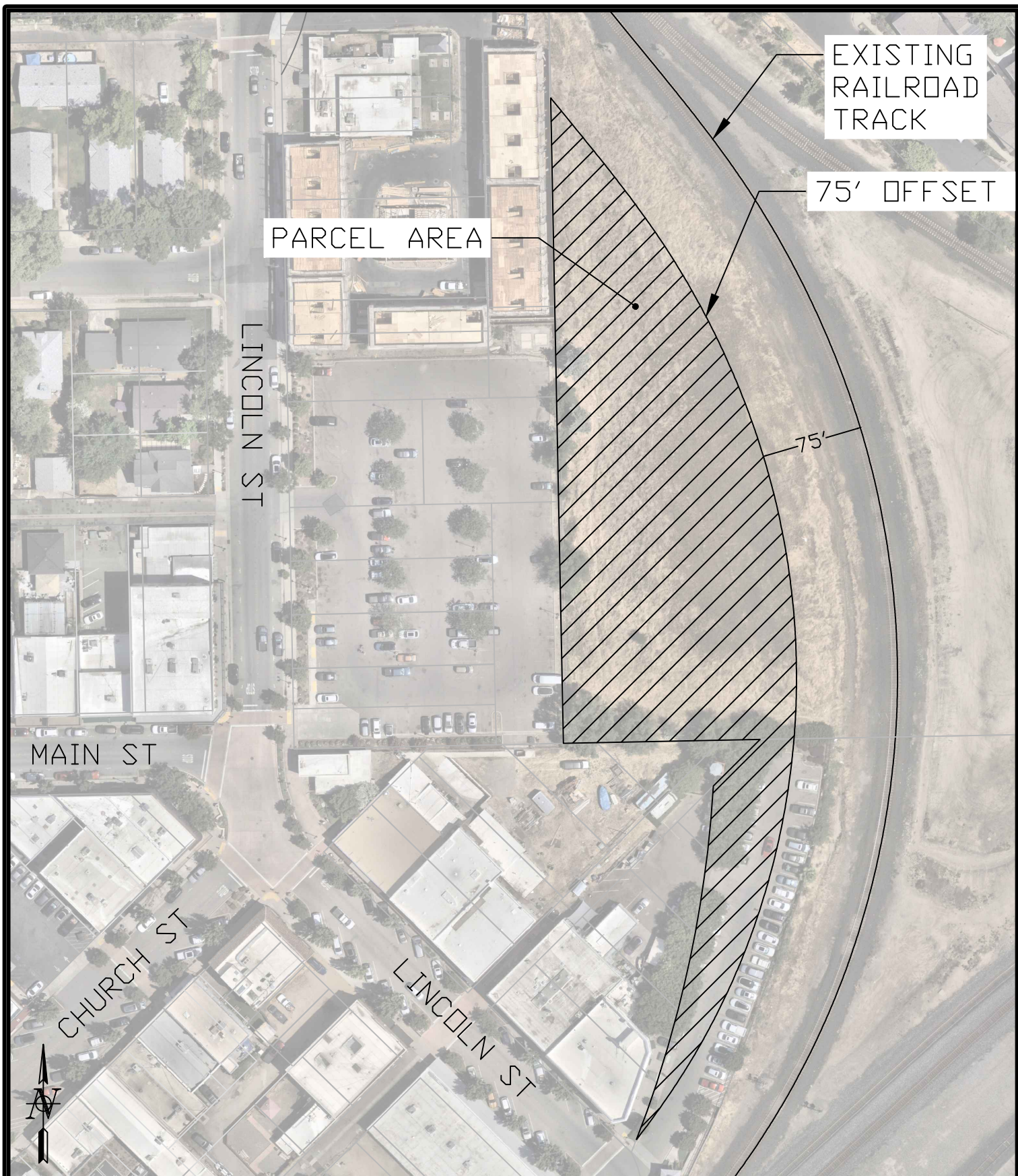
Description

Project Location

Resolution 24-311

LOU Agreement

Ordinance 6860



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

EXHIBIT 1 - 75' OFFSET OF THE RAILROAD TRACK
CENTERLINE AND EXISTING PARCEL LIMITS

	DATE: AUGUST 2024
DRAWN: B.GULEWICH	SCALE: 1/8" = 1'-0"

RESOLUTION NO. 24-311

APPROVING A LETTER OF UNDERSTANDING, BY AND BETWEEN THE UNION PACIFIC RAILROAD COMPANY AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, in 2017, a parking analysis was completed to evaluate the parking impact in response to the Capitol Corridor Third Track Project and a parking shortfall of approximately 90 to 160 spaces was identified at peak times; and

WHEREAS, a parcel of land owned by the Union Pacific Railroad Company was identified as an ideal property to construct a parking lot to address the shortage; and

WHEREAS, approval and execution of the Letter of Agreement “(LOU)” is necessary to establish an agreed-upon purchase price for the property and terms and conditions for both parties, including allowing the City time to do appropriate due diligence in advance of property acquisition, such as environmental testing, surveys, title report review, and mitigation studies; and

WHEREAS, should any of the surveys deem the acquisition of the property for the agreed-upon purchase price undesirable to the goals of the City, staff requests authority for the City Manager to terminate the LOU and reassess terms of acquiring the property; and

WHEREAS, a Letter of Understanding for the purchase of real property, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager is also authorized to terminate the Letter of Understanding should any of the surveys deem the acquisition undesirable to the goals of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:
NOES COUNCILMEMBERS:
ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



September 4, 2024
Project: 0785727

RETURN RECEIPT REQUESTED

CITY OF ROSEVILLE
ATTN: STEFANIE KEMEN, PE
311 VERNON STREET
ROSEVILLE, CA 95678

Dear Ms. Kemen,:

This letter ("Agreement") confirms our understandings covering the possible sale by Union Pacific Railroad Company ("Seller") to CITY OF ROSEVILLE ("Buyer") of Seller's interest in certain real property in Roseville, California.

The undersigned will recommend to Seller's Management a sale of the Property on the following terms and conditions:

Article 1. Description of Property:

- A. The Property is approximately 1.64 acres as shown on the print attached hereto as Exhibit A and made a part hereof. The legal description of the Property will be determined by Seller.
- B. Before finalizing the survey, Buyer shall submit the draft survey to Seller for review and approval. Computer files of the survey and legal descriptions shall be sent via e-mail to satingle@up.com, with a subject line referencing the UPRR Project Number 0785727 assigned to this document. Buyer shall deliver a certified copy of the completed survey to Seller within ninety (90) days after Buyer's execution of this Agreement ("Survey Period"). Delay in obtaining or furnishing the survey to Seller shall in no event give Buyer the right to extend the Closing Date (as defined in the 'Closing – Default:' Article 8).

Article 2. Sale Price:

The sale price ("Sale Price") for the Property shall be Eight Hundred Thousand Dollars (\$800,000.00).

Article 3. Feasibility Review/Right of Entry:

- A. For one hundred twenty (120) days from the date of execution of this Agreement by Buyer ("Feasibility Review Period"), Buyer and its agents and contractors may enter upon the Property to perform environmental audits, soil tests, engineering and feasibility studies of the Property. Buyer shall have the right to extend the Feasibility Review Period by an additional ninety (90) days to conduct title review in the event that a title report is not completed during the initial one hundred twenty (120) day Feasibility Review Period. Buyer shall deliver written

notice to Seller of its election to extend the Feasibility Review Period within ten (10) days prior to Closing. If the results of such audits, tests or studies, or Buyer's review of title or any other matters relating to the Property are unsatisfactory, Buyer may terminate this Agreement by giving Seller written notice before the end of the Feasibility Review Period. If no such written notice of termination is given before the end of the Feasibility Review Period, the Property will be deemed suitable for Buyer's purposes. In the event of such termination by Buyer, then Buyer shall surrender to Seller copies of all audits, soils, engineering and any other reports prepared for Buyer pertaining to the Property and such reports will become the sole property of Seller without cost or expense of Seller and this Agreement will terminate without any further force and effect, and without further obligation of either party to the other.

B. Buyer's right to enter upon the Property pursuant to Article 3-A is subject to the following:

1. Buyer will indemnify, defend and save harmless Seller and/or Seller's affiliates (Seller's affiliates means any corporation which directly or indirectly controls or is controlled by or is under common control with Seller), their officers, agents and employees, against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with the entry upon the Property by Buyer, its agents or contractors prior to Closing.
2. Buyer and Buyer's agents and contractors (collectively "Contractors") will maintain in confidence all information, reports, and evaluations generated in connection with any environmental assessments and will not make disclosure without the prior written consent of Seller, except as required by law. If Buyer discovers hazardous or toxic substances or materials, Buyer will immediately notify Seller.
3. Buyer will promptly deliver to Seller the results and copies of any and all reports, evaluations, tests and studies generated in connection with any environmental assessments. Prior to the issuance of any final environmental report, Seller will have the opportunity to make comments, pose questions and offer recommendations to the Contractor preparing the report.
4. Buyer agrees to indemnify, defend and hold harmless Seller against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of any work done, labor performed or materials furnished at the Property on behalf of Buyer prior to Closing.
5. If the sale of the Property does not close, Buyer will, as soon as possible and at Buyer's sole expense, restore the Property to the same condition it was in immediately prior to the time Buyer entered the Property, failing in which Seller may perform the work of restoration and Buyer will reimburse Seller within thirty (30) days after rendition of bill by Seller.

C. Absence of markers is not a warranty by Seller of no subsurface installations. Fiber optic systems, pipelines, and other structures may be buried on the Property. Before any digging/drilling/excavation, the following procedures will be followed by Buyer and Buyer's Contractors:

1. Protection of any fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Buyer shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried on the Property. If it is determined that fiber optic cable is buried on the Property, Buyer shall promptly inform Seller, at the

address at the bottom of the first page of this Agreement of the results of its investigation.

2. Before drilling or excavating with mechanized equipment, Buyer will explore with hand tools to a depth of at least eight (8) feet below the surface or will use suitable detection equipment.
- D. Notwithstanding any provisions in this Agreement to the contrary, if this Agreement is terminated for any reason whatsoever, Buyer will remain obligated to comply with the provisions of Article 3-A and 3-B and Seller will retain all of its remedies for Buyer's default under Article 3-A and 3-B.

Article 4. As Is Sale - Release - Indemnity:

- A. "As Is" Sale. Buyer and its representatives, prior to the Closing Date, will have been afforded the opportunity to make such inspections of the Property and matters related thereto as Buyer and its representatives desire, including, without limitation, governmental laws and regulations to which the Property is subject. Buyer shall accept the Property upon the basis of its review and determination of the applicability and effect of such laws and regulations. Buyer, for itself, its successors and assigns, including any successor owner of any interest in the Property, acknowledges and agrees that the Property is to be sold and [accepted by Buyer in an "as is" condition with all faults, and that the Property was used for railroad, commercial and industrial purposes. Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property or any of such related matters; in particular, but without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters (including but not limited to the existence of Hazardous Materials in, on, under, or emanating to or from the Property), compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements (collectively, "Condition of the Property"). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions and Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. For purposes of this Agreement, "Hazardous Materials" means any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, asbestos, hazardous waste or substances or toxic waste or substances, including, without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", "toxic materials" or "toxic substances" under any applicable federal, state or local law or regulation now or hereafter in effect.
- B. Release. BUYER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, INCLUDING ANY SUCCESSOR OWNER OF ANY INTEREST IN THE PROPERTY, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES SELLER, SELLER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON ACTING ON BEHALF OF SELLER, OF AND FROM ANY CLAIMS, LIABILITIES, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH BUYER NOW HAS OR WHICH BUYER MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER, ADJACENT OR EMANATING

FROM OR TO THE PROPERTY BY ANY HAZARDOUS MATERIALS), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE, REQUIREMENT, DIRECTIVE, ORDER OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING APPLIES REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS. WITH RESPECT TO THE FOREGOING RELEASE, BUYER EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

1542. Certain Claims Not Affected by General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

BUYER HEREBY EVIDENCES ITS SPECIFIC AGREEMENT TO THE TERMS OF THIS RELEASE BY PLACING ITS SIGNATURE OR INITIALS BELOW.

Buyer's Initials

- C. Indemnity. FROM AND AFTER CLOSING, BUYER SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER, ADJACENT OR EMANATING FROM OR TO THE PROPERTY BY ANY HAZARDOUS MATERIALS), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING APPLIES REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.
- D. General Allocation of Environmental Responsibility. With respect to any existing or future presence of Hazardous Materials in, under or emanating to or from the Property, Buyer, for itself, its successors and assigns, including any successor owner of any interest in the Property, at no cost to Seller, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or which may otherwise be necessary to make the Property suitable for Buyer's use of the Property.
- E. Survival. The provisions of this Article will survive the delivery of the Deed (as defined in Article 6.A. below) and will bind and inure to the benefit of the parties hereto, their heirs, successors and assigns.

Article 5. Escrow, Title Insurance and Abstract of Title:

- A. Seller will not furnish title insurance or an abstract of title to the Property. Buyer may, at its sole option and expense, obtain a preliminary title report ("PTR") in order to review the status of title to the Property during the Feasibility Review Period. If Buyer obtains a PTR, a copy will be delivered to Seller. Seller has no obligation to cure any title defects or to assist Buyer in obtaining title insurance.
- B. If Buyer desires title insurance, Buyer shall pay the cost of any title insurance and any endorsements or changes to the title policy desired by Buyer. If an escrow is used, Buyer shall pay any and all fees relating to the escrow, including, but not limited to, any City and/or County Transfer Taxes and recording fees.

Article 6. Form of Deed; Reservations; Post-Closing Covenants:

- A. At Closing, Seller will transfer Seller's interest in the Property to Buyer by Quitclaim Deed ("Deed"), subject to all outstanding rights, whether or not of record.
- B. Seller will reserve from the transfer all minerals and mineral rights without right of surface entry.
- C. Post-Closing Covenants:

The Property will be quitclaimed by Seller at Closing subject to the following covenants, conditions and restrictions which Buyer, by the acceptance of the Deed, shall covenant for itself, its successors and assigns, faithfully to keep, observe and perform:

- 1. Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).
- 2. Fence. Buyer, at its sole cost and expense, shall install, and thereafter maintain fencing or other barriers to prevent access to or encroachment on the railroad right-of-way of Seller adjacent to the trackside boundary of the Property as a first order of work prior to occupying the property for purposes of construction and use. The fencing or barrier must be of a design and type satisfactory to Seller, and in compliance with applicable building codes. Seller agrees a standard 6' tall chain link fence will be acceptable. Buyer shall submit the plans for the fencing or barrier construction to:

Union Pacific Railroad Company
Attn: Real Estate Sales (Project No. 0785727)
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179

for review and approval. Seller shall complete such review and make appropriate response to Buyer within twenty (20) days after receipt of such plans by Seller. Seller shall not unreasonably withhold its approval of such plans. Such approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the fence as constructed will be structurally sound.

3. Railroad Proximity.

(a) Buyer acknowledges that the property abutting the east boundary line of the Property is dedicated and used for railroad purposes, that railroad operations may create noise, vibrations, emissions, fumes and odors twenty-four (24) hours a day, and that the amount, nature and intensity of railroad operations may increase or change (collectively, the "Permitted Effects"). Buyer accepts the Property subject to the existence of the Permitted Effects. By acceptance of the Property, Buyer agrees that, at Buyer's sole cost and expense, as part of the development of the Property, Buyer shall design and install and/or construct and thereafter maintain improvements to reduce or limit the Permitted Effects and to comply with all governmental requirements, if any, which may be imposed as a condition to the development and use of the Property because of the Permitted Effects.

(b) Buyer shall not, and hereby waives all rights to, (i) institute legal proceedings against Seller to reduce or lessen the Permitted Effects, and (ii) directly or indirectly participate in petition drives, lobbying efforts or other activities seeking the enactment of federal, state or local laws or ordinances to reduce or lessen the Permitted Effects. Any party breaching such covenant shall reimburse Seller for all costs incurred by Seller to comply with any such orders, laws or ordinances, including, without limitation, attorney fees and court costs.

(c) If Buyer sells or leases all or any portion of the Property, Buyer shall require all purchasers and tenants to acknowledge the location of the railroad operations abutting the Property and the existence of the Permitted Effects, and to agree in writing, for the benefit of Seller, to comply with the above covenants.

The foregoing covenants, conditions and restrictions shall run with the Property, the burdens of which will be binding on the successors and assigns of Buyer and the benefits of which will inure to the successors and assigns of Seller. A breach of the foregoing covenants, conditions and restrictions, or the continuance thereof, may, at the option of Seller, its successors or assigns, be enjoined, abated, or remedied by appropriate proceedings.

Article 7. Existing Agreements:

- A. If any lease or "Use Rights" (license or other rights to use the Property) affects only the Property (whether identified by Seller before or after execution of this Agreement), Seller's rights and obligations under any such identified lease or Use Right will be assigned to and assumed by Buyer at or after Closing.
- B. Buyer acknowledges that the Property may be subject to unidentified Use Rights. It is the responsibility of Buyer to determine if any of these unidentified Use Rights exist.

Article 8. Closing - Default:

- A. Closing of the transaction described in this Agreement ("Closing") will occur on or before December 31, 2024 ("Closing Date"), subject to Buyer's right to extend the Feasibility Review Period pursuant to Article 3-A, in which case Closing shall occur on or before March 31, 2025. The Closing will be deemed to occur upon payment of the Sale Price by wire transfer or a cashier's or certified check, and delivery of the deed. All Closing costs, including transfer taxes and excise taxes, will be paid by Buyer.
- B. If Closing fails to occur due to default by Seller, Buyer may terminate this Agreement as Buyer's sole remedy against Seller. In the event of such termination, neither Seller nor Buyer will have any further liability hereunder.

- C. If Closing fails to occur due to default by Buyer, Seller may terminate this Agreement and neither Seller nor Buyer shall have any further obligations or liability hereunder except for any of Buyer's surviving obligations pursuant to Article 3 (B) hereof. In no event shall Seller have any obligation whatsoever to extend the Closing Date for any reason if Buyer fails to perform.

Article 9. Prorations:

Local property taxes, if any, and other assessments due and payable in the year of Closing, as well as rental under any leases or Use Rights that are being assigned, will be prorated as of the date of Closing. Buyer will assume any installments of assessments not yet due and payable.

Article 10. Exemption from Subdivision/Platting Compliance:

Buyer acknowledges and represents to Seller that this transaction is exempt from the California Subdivision Map Act because it constitutes a conveyance to a governmental agency or public agency and no showing has been made under Section 66428 of such Act that public policy necessitates that a parcel map be filed in connection with this transaction.

Article 11. Mortgage Release:

If the Property is subject to a blanket mortgage granted by Seller or a corporate predecessor of Seller, Seller will obtain a release within approximately six (6) months after Closing.

Article 12. Seller's Management Approval:

BUYER ACKNOWLEDGES THAT NEITHER THIS AGREEMENT NOR THE NEGOTIATIONS LEADING TO THIS AGREEMENT CREATE ANY OBLIGATION ON THE PART OF SELLER TO SELL THE PROPERTY TO BUYER UNLESS THIS AGREEMENT IS APPROVED BY SELLER'S MANAGEMENT. IF SUCH APPROVAL IS NOT GIVEN AND COMMUNICATED BY SELLER TO BUYER BY THE EXPIRATION OF THE FEASIBILITY REVIEW PERIOD, THIS AGREEMENT WILL TERMINATE AND NEITHER PARTY WILL HAVE ANY FURTHER OBLIGATION.

Article 13. Condemnation:

If, prior to Closing, a governmental agency commences or imminently threatens in writing to commence any eminent domain proceedings to take any material portion of the Property, Buyer and Seller shall each have the unilateral right, exercisable by giving notice of such decision to the other party within thirty (30) days after receiving written notice of such actual or threatened condemnation proceedings, to terminate this Agreement. In the event of such termination, this Agreement will be without any further force and effect and without further obligation of either party to the other. If neither party elects to terminate pursuant to this Article - Condemnation, the Sale Price will be determined as though such condemnation had not occurred, and the net proceeds of condemnation awards paid or payable to Seller by reason of such condemnation of the Property shall be paid or assigned to Buyer at Closing.

(Remainder of page intentionally left blank. Signatures on following page.)

If you agree with the foregoing terms and conditions with respect to the possible purchase of the Property, please indicate your acceptance of these terms and conditions by signing in the acceptance space provided below and returning one copy to Stephanie A Tingley at the address listed on the bottom of the first page of this letter or by electronic mail at satingle@up.com, in order that it is received by Seller no later than June 21, 2024. Please also indicate below how you wish to take title. If you should have any questions, please call Stephanie A Tingley at (402) 544-5453.

Sincerely,

General Director - Real Estate

ACCEPTED AND AGREED THIS ____ DAY OF _____, 2024

CITY OF ROSEVILLE

By: _____

Print Name: Dominick Casey

Title: City Manager

Title to the Property will be taken as follows:

City of Roseville, a municipal corporation

ORDINANCE NO. 6860

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2024-25, is hereby amended as listed on the attached budget adjustment for the Historic Old Town Parking Lot Improvements project.

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

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

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 5/24/2024

REQUESTER NAME & TITLE:	Brian Gulewich, Assistant Engineer	FISCAL YEAR:	2024-25
PREPARER NAME & TITLE:	Brian Gulewich, Assistant Engineer	COUNCIL DATE (if applicable):	09/04/24
DEPARTMENT/DIVISION:	Public Works - Engineering	ORDINANCE:	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1030	6587	84001	500545	2,070,000	Establish Budget for property acquisition and design costs
1030	5080	84001	500545	100,000	Establish Budget for Staff Time
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				2,170,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
REVENUES/TRANSFERS IN TOTAL				-	

NET ADJUSTMENT	2,170,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1030	3601	00000	000000	(2,170,000)	Reduce Strategic Improvement Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(2,170,000)	

Justification for Budget Adjustment:

Staff recommends that Council authorize the establishment of a new Capital Improvement Project 500545 – Historic Old Town Parking Lot Improvement Project, and adopt an ordinance to approve a budget adjustment appropriating \$2,170,000 in the Strategic Improvement Fund to the Project for the acquisition of a 1.64-acre parcel from UPRR and environmental and design services in preparation of the construction of a surface parking lot.

Adequate funds are available in 1030 – Strategic Improvement Fund.