



AGENDA

September 5, 2018

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

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

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

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **MEETING PROCEDURES**
5. **PRESENTATIONS**

5.1. Proclamation - Constitution Week

Proclaim September 17-23, 2018 as Constitution Week and encourage all citizens to reaffirm the ideals of the Framers of the Constitution by vigilantly

protecting the freedoms guaranteed to all through the Constitution of the United States of America.

CONTACT: Rosalinda Parra 916-774-5287 rparra@roseville.ca.us

5.2. Proclamation - Prostate Cancer Awareness Month

Proclaim September 2018 as Prostate Cancer Awareness Month and urge citizens and civic organizations to acquaint themselves with the issues involved in Prostate Cancer Awareness.

CONTACT: Rosalinda Parra 916-774-5287 rparra@roseville.ca.us

6. PUBLIC COMMENTS

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Minutes

7.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending City Council approve Minutes of August 1, 2018 City Council meeting.

CC #: 9475

File #: 0102-03

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

Bids / Purchases / Services

7.2. Electrical Maintenance and Repair - Service Agreement Amendment

Memo from Facility Manager Dan Allen and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-373 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND VASKO ELECTRIC, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1803130). An increase in spending authority is needed for the electrical engineering and installation of electrical equipment required for the 316 Vernon retail spaces, for the uninterrupted power source relocation at Roseville Electric Data Center, as well as emergency repairs to the compressed natural gas pump at the Corporation Yard. The amendment will increase the total cost of the service agreement by \$150,000.00, from \$200,000.00 to \$350,000.00. Funding for the increase is already included in the Facility Rehab, and Building Maintenance FY2018-19 budgets, and Downtown Building - 316 Vernon Project, not to exceed annual budgeted amounts.

CC #: 9488

File #: 0203-04

CONTACT: Dan Allen 916-774-5741 dallen@roseville.ca.us

7.3. Electronic Plan Check Software Licenses, Annual Maintenance - Service

Agreement and Budget Adjustment

Memo from Information Technology Program Manager Art Vogtlin and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 18-386 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND E-PLAN, INC. DBA E-PLANSOFT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1904303); and adopt ORDINANCE NO. 6010 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The service agreement with E-Plan, Inc. dba e-PlanSoft is for the purchase of Electronic Plan Check software and maintenance. Total costs for FY2018-19 will not exceed \$136,320.00. Funding is included in the Accela System Capital Improvement Project and the Development Services Technology Fund. Additionally, staff is requesting four (4) additional one (1) year service agreement renewals for annual software maintenance and additional licensing needs, pending approved budgets each year, or until City staff decides to no longer use the software. Total costs through FY2022-23 are not to exceed \$50,000.00 per fiscal year for a total of \$200,000.00. There is no impact to the General Fund.

CC #: 9505

File #: 0203-06

CONTACT: Art Vogtlin 916-774-5111 avogtlin@roseville.ca.us

7.4. General Construction and Repair - Service Agreement Amendment

Memo from Facility Manager Dan Allen and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-372 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND BULLARD CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1808037). This is the first amendment to service agreement with Bullard Construction, Inc., for an increase in spending authority that is needed for the 316 Vernon Information Technology Training Room tenant improvement and for the Maidu Activity Center building emergency repairs. The amendment will increase the total cost of the service agreement by \$150,000.00, from \$200,000.00 to \$350,000.00. Funding for this amendment is already included in the Facility Rehab and Building Maintenance FY 2018-19 budgets, and Information Technology Strategic Plan/Digital Communication operational budget not to exceed annual budgeted amounts.

CC #: 9486

File #: 0203-04

CONTACT: Dan Allen 916 774-5741 dallen@roseville.ca.us

7.5. LION Structural Turnouts Personal Protective Equipment - Purchase Order Increase

Memo from Assistant Fire Chief Brian Diemer and Fire Chief Rick Bartee recommending Council approve an increase to the existing purchase order with Allstar Fire Equipment Inc. for LION Structural firefighting turnout personal

protective equipment from \$98,500.00 to \$352,000.00 for FY2018-19. This will increase the purchase quantity from about 36 to 130. The personal protective equipment is used by fire and rescue personnel when fighting fires, on vehicle accidents and when incidents such as gas leaks occur. The clothing provides protection from heat, steam, blood borne pathogens, falling objects, and provides for visibility, as well as identification. Funding is included as part of the Fire Department's Council approved annual budget.

CC #: 9485

File #: 0203-12

CONTACT: Brian Diemer 916-746-1392 BDiemer@roseville.ca.us

7.6. Historic Fiddymment House Stabilization - Award of Contract

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-374 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND NOLEN CONSTRUCTION COMPANY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This project will provide structural stabilization of the Historic Fiddymment House located at Pistachio Regional Park (F-56) off of High School Road. City Council approved the project plans and specifications at the June 20, 2018 meeting. A total of one bid was received and opened on July 23, 2018. The contract award is for \$211,712.00 and staff is seeking approval of a change order authorization in an amount not to exceed 20% of the contract amount. Funding for the project was approved in FY2017-18 using the West Roseville City-wide Park Fund. Maintenance for this facility is a General Fund obligation with recent support provided through volunteer work by the Roseville Historical Society.

CC #: 9489

File #: 0717-01

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

7.7. Pleasant Grove Boulevard Changeable Message Sign Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Assistant Engineer Tony Philipp and Public Works Director Rhon Herndon recommending Council approve the Pleasant Grove Boulevard Changeable Message Sign Project plans and specifications and authorize staff to call for bids. This project will install a new changeable message sign on westbound Pleasant Grove Boulevard between Roseville Parkway and Highway 65. The engineer's estimate for this project is \$148,153.00 and will be fully funded with Traffic Mitigation Funds.

CC #: 9494

File #: 0316-01

CONTACT: Tony Philipp 916-746-1300 tphilipp@roseville.ca.us

7.8. Roseville Electric Utility's Multifamily Direct Install Measures Program - Service Agreement

Memo from Energy Services Account Representative Susan Hernandez and

Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-379 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND EAGLE SYSTEMS INTERNATIONAL, INC. DBA SYNERGY COMPANIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1909024). The service agreement with Eagle Systems International, Inc. dba Synergy Companies to administer the Multifamily Direct Install Measures Program. The total contract value of the agreement with Synergy Companies is not to exceed \$800,000.00. Funding for this agreement includes \$650,000.00 from the Greenhouse Gas Proceeds Spending Plan which was added to the FY2018-19 Roseville Electric's Operation Fund and \$150,000.00 from the FY2018-19 Environmental Utilities Water Efficiency Rebate Fund, as approved by Council.

CC #: 9495

File #: 0800-03

CONTACT: Susan Hernandez 916-774-5623 shernandez2@roseville.ca.us

7.9. Fitness Equipment and Treadmill Replacement (RFP 13-060) - Service Agreement

Memo from Recreation Supervisor Kristi LaRoche and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-376 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND OPTI-FIT INTERNATIONAL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1908200). The agreement is for fitness equipment and treadmill replacement at the Roseville Sports Center and the Mike Shellito Indoor Pool. Total cost of this agreement is \$47,294.24. Funding for this project was allocated in the FY2017-18 (\$40,000.00) and FY2018-19 (\$7,294.24) Parks, Recreation & Libraries Department Capital Improvement Fund.

CC #: 9491

File #: 0203-10

CONTACT: Kristi LaRoche 916-774-5962 klaroche@roseville.ca.us

Resolutions

7.10. Project One - Reimbursement Agreement

Memo from Engineering Technician Robert Medina and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-367 APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE 20 LAND, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The reimbursement agreement is for the construction of public improvements beyond the scope of the private development project known as Project One at 7701 Foothills Blvd. The reimbursable improvements include installation of a new traffic signal, signage, and striping on Foothills Blvd. These improvements are beyond the scope of responsibility for the Project One development and

therefore are subject to reimbursement through the City's Capital Improvement Program. This item will have no impact to the City's General Fund. The reimbursement of \$316,188.18 is funded through the City's Traffic Mitigation Fund and specifically from the Developer Reimbursement account.

CC #: 9476

File #: 1008

CONTACT: Robert Medina 916-774-5517 rmedina@roseville.ca.us

7.11. Westpark Village Center W-28 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-368 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND K. HOVNANIAN AT VILLAGE CENTER, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Westpark Village Center W-28 final map. 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 be creating 22 residential lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 9479

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

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

7.12. Westpark Village Center W-29 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-369 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND K. HOVNANIAN AT VILLAGE CENTER, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Westpark Village Center W-29 final map. 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 be creating 28 residential lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 9480

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

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

7.13. Roseville Community Development Corporation - Agreement Amendment

Memo from Acting Economic Development Director Laura Matteoli recommending Council adopt RESOLUTION NO. 18-375 APPROVING A SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE COMMUNITY DEVELOPMENT CORPORATION FOR THE ADVANCEMENT OF ECONOMIC DEVELOPMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Second Amendment to the agreement results in the City's acquisition of needed

property to be used as future right of way for the Vernon Street/Folsom Road roundabout and reduces the amount of the City loan to the Roseville Community Development Corporation by \$55,000.00 from \$1,530,951.00 to \$1,475,951.00, as set forth in the agreement and grant deed documents. This item has no fiscal impact to the City's General Fund.

CC #: 9490

File #: 1002-01

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

7.14. Electric Utility Wildfire Mitigation Assessment

Memo from Assistant Electric Utility Director Paul Cummings and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-385 DETERMINING ROSEVILLE ELECTRIC UTILITY WILDFIRE MITIGATION ASSESSMENT. This item requests Council to adopt a resolution determining that the City of Roseville has no areas of significant risk of catastrophic wildfire resulting from electric lines and equipment within Roseville Electric's service area limits. This determination is required by Senate Bill 1028. There is no fiscal impact associated with the approval of this resolution.

CC #: 9501

File #: 0800-03

CONTACT: Paul Cummings 916-774-5640 pcummings@roseville.ca.us

7.15. 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation - Notice of Completion

Memo from Assistant Engineer Jonathan Cummings and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-378 ACCEPTING THE PUBLIC WORK KNOWN AS THE 2017 DRY CREEK WASTEWATER TREATMENT PLANT ROOF REHABILITATION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The total cost of the construction contract including all change orders was \$116,459.88. The project was funded under the Wastewater Rehabilitation Fund.

CC #: 9493

File #: 0900-02-02-1

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

7.16. Barton Road Water Treatment Plant Two Million Gallon Tank Rehabilitation Project – Professional Design Services Agreement

Memo from Senior Engineer George Hanson and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-383 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND QUINCY ENGINEERING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF

ROSEVILLE. The Professional Design Services Agreement is for design and construction management services for the Barton Road Water Treatment Plant Two Million Gallon Tank Rehabilitation Project in the amount of \$430,787.18. This project is funded from the Water Rehabilitation Fund.

CC #: 9499

File #: 0900-02-01

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

7.17. Wastewater Interceptor Cleaning Project - Notice of Completion

Memo from Assistant Engineer Jonathan Cummings and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-371 ACCEPTING THE PUBLIC WORK KNOWN AS THE WASTEWATER INTERCEPTOR CLEANING PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The total cost of the cleaning service was \$149,595.28. The project was funded under the Wastewater Rehabilitation Fund.

CC #: 9483

File #: 0800-02

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

7.18. Temporary Help Services - Service Agreement Amendment

Memo from Human Resources Manager Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 18-382 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND HR MANAGEMENT CORP, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1908078). Staff requests authorization to increase the service agreement between the City of Roseville and HR Management Corp, Inc. for the City's Temporary Help Service needs from \$22,790.00 to \$100,000.00. This service agreement is utilized on an as-needed basis and the dollar amount being requested is a maximum amount to be spent, not a guarantee of funds to be spent. Departments anticipating using Temporary Help Services have included funds in their FY2018-19 budgets.

CC #: 9498

File #: 0600-07

CONTACT: Gayle Satchwell 916-774-5204 gsatchwell@roseville.ca.us

7.19. Street Closure Request - Family Fest - September 29, 2018

Memo from Recreation Superintendent Jeff Nereson and Park, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-380 OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE CLOSING OF CERTAIN STREETS FOR FAMILY FEST. Staff requests the closure of Vernon Street from Taylor Street to E.

Washington Boulevard and S. Grant Street between Oak Street and Atlantic Street on Saturday, September 29, 2018 from 7:30 a.m. – 3:00 p.m. for the City sponsored Family Fest event. The budget for this event is \$8,681.00 and is included in the approved Parks, Recreation & Libraries FY2018-19 department budget.

CC #: 9496

File #: 0109-02

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

7.20. Freedom Point North Central Roseville Specific Plan Parcel 49 Phase II - Transit Bus Shelter #240 Construction Fee Agreement

Memo from Administrative Technician Anita Giordano and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-377 APPROVING A TRANSIT BUS SHELTER CONSTRUCTION FEE AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BSO LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The agreement with BSO LLC is for Bayside Covenant Church for the construction of Bus Shelter #240. There is no fiscal impact to the City's General fund or the Local Transportation Fund.

CC #: 9492

File #: 0721

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

7.21. The Villages at Sierra Vista JM-20 Phase 1 - Transit Bus Shelter #260 Construction Fee Agreement

Memo from Administrative Technician Anita Giordano and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-381 APPROVING A TRANSIT BUS SHELTER CONSTRUCTION FEE AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Transit Bus Shelter Construction Fee Agreement with John Mourier Construction, Inc. is to build Bus Shelter #260. There is no fiscal impact on the City's General fund or the Local Transportation Fund.

CC #: 9497

File #: 0721

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

7.22. Transit Advertising Services - Agreement Amendment

Memo from Marketing & Communications Analyst Helen Dyda and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-370 APPROVING A SECOND AMENDMENT TO AGREEMENT, 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. The Amendment will extend the term of the Agreement for one (1) year, which would guarantee Roseville Transit a minimum of \$100,000.00 in revenue for the Transit Fund. If Iron Horse Media

generates more than the minimum, the City of Roseville would receive whichever is greater: \$100,000.00, or 40% of the revenue.

CC #: 9482

File #: 0721

CONTACT: Helen Dyda 916-774-5443 hdyda@roseville.ca.us

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

7.23. Water Efficiency Rebate Program - Budget Adjustment

Memo from Data Management Specialist Ryley Kelly and Environmental Utilities Director Richard Plecker recommending Council adopt ORDINANCE NO. 6011 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The budget adjustment is in the amount of \$390,150.00 to fund the rebate program in Water Efficiency. This program is used to fund rebates that incentivize residents to adopt water efficient practices. Funds are available in the Water Operations Fund.

CC #: 9478

File #: 0201-01 & 0800-02

CONTACT: Ryley Kelly 916-746-1781 rkelly@roseville.ca.us

7.24. Junction Blvd and Vallejo Avenue Traffic Signal Project - Budget Adjustment

Memo from Senior Engineer Jana Cervantes and Public Works Director Rhon Herndon recommending Council adopt ORDINANCE NO. 6012 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is requesting Council approve a budget adjustment of \$155,000.00 for the design of the traffic signal and roadway improvements at the intersection of Junction Blvd. and Vallejo Ave. This new signalized intersection will include the construction of the south leg of Vallejo Ave. at Junction Blvd. which will serve as an additional entrance to the Fairgrounds Event Center and improve overall accessibility. These improvements are included as part in the executed memorandum of understanding between the City of Roseville, Placer County, Placer Valley Tourism, and the Placer Valley Sports Complex as part of the proposed Placer Indoor Sports and Event Center. All costs associated with the design of the improvements, including City staff time, are a part of the land acquisition agreement with Placer County whereby these City costs are credited towards the cost of the property needed for the expansion of the public safety building adjacent to the fairgrounds. No General Funds will be used for the project.

CC #: 9487

File #: 0900-04-03

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

Reports / Requests

7.25. League of California Cities Annual Conference - 2018 Resolutions

Memo from Government Relations Administrator Mark Wolinski and Public Affairs & Communications Director Megan MacPherson recommending Council provide direction to the City's voting delegate regarding the City's positions on the League of California Cities resolutions being considered at their annual conference being held September 12–14, 2018 in Long Beach, California. Annual conference resolutions guide cities and the League in efforts to improve the quality, responsiveness and vitality of local government in California. There is no financial impact associated with this action.

CC #: 9477

File #: 0106

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

END OF CONSENT CALENDAR

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Request for Council Discretionary Funds

City Council is asked to discuss and consider by motion a request from Kelli's Cookies for Council Discretionary Funds for their Taste of Placer Event to provide funding for at-risk youth and job training. The sponsorship levels are Bronze \$500.00, Silver \$1,000.00, Gold \$2,500.00, and Diamond \$5,000.00.

CC #: 9481

File #: 0102

CONTACT: Amy Ruiz 916-774-5362 aruiz@roseville.ca.us
Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

8.2. Tower Theatre Request for Proposals for Facility Operator

Memo from Development Analyst Wayne Wiley and Acting Economic Development Director Laura Matteoli recommending Council approve the issuance of a Request for Proposals to seek a Facility Operator for the Tower Theatre located at 417 Vernon Street. This action will authorize the issuance of a Request for Proposals to solicit proposals from interested operators to program the Tower Theatre for a period up to five years. The City's maintenance responsibility for the theater is included in the Building Maintenance Division's annual budget and is anticipated to total approximately \$4,200.00 per year. Under the proposed lease terms, the operator may pay a \$350.00 monthly rate to cover these costs and will pay for 85% of the total gas, electric, and water utility costs, which will lower the City's previous financial obligation by approximately \$34,000.00.

CC #: 9484

File #: 0203-50

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

9. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

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

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

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

9.1. Broadstone Independent Living Project - Fee Deferral

Memo from Acting Economic Development Director Laura Matteoli recommending Council adopt RESOLUTION NO. 18-384 APPROVING FEE DEFERRALS FOR BROADSTONE INDEPENDENT ASSISTED LIVING PROJECT. This item requests authorization to defer development impact fees for Broadstone Independent Living Project, as follows: 1. Broadstone Independent Living Project with 201 units in the amount of \$1,579,531.45, as applicable to each building permit. The development impact fee deferral requires payment of the deferred fees, along with a 2.5% annual interest charge, prior to the issuance of a Building Permit Occupancy/Final as applicable for each building permit. The Roseville Municipal Code identifies an administrative processing fee of \$750.00 to be charged per building permit.

CC #: 9500

File #: 0215-07

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

9.2. Resolution of Formation - The Ranch at Sierra Vista Community Facilities District No. 1

The public hearing is continued to September 19, 2019.

CC #: 9504

File #: 0206-03-01

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

10. COUNCIL / STAFF / REPORTS / COMMENTS

11. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 9502
File #: 0102-06

Title: Proclamation - Constitution Week
Contact: Rosalinda Parra 916-774-5287 rparra@roseville.ca.us

Meeting Date: 9/5/2018
Item #: 5.1.

RECOMMENDATION TO COUNCIL

Proclaim September 17-23, 2018 as Constitution Week and encourage all citizens to reaffirm the ideals of the Framers of the Constitution by vigilantly protecting the freedoms guaranteed to all through the Constitution of the United States of America.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Rosalinda Parra, Deputy Clerk

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Proclamation - Constitution Week, September 17 - 23, 2018

CITY OF ROSEVILLE



CONSTITUTION WEEK

September 17 - 23, 2018

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

WHEREAS, September 17, 2018 marks the two hundred thirty first anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

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

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

NOW, THEREFORE, I, SUSAN ROHAN, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, on behalf of the City Council, do hereby proclaim September 17 - 23, 2018 as **CONSTITUTION WEEK** and encourage all citizens to reaffirm the ideals of the Framers of the Constitution by vigilantly protecting the freedoms guaranteed to all through the Constitution of the United States of America.

SIGNED AND APPROVED this 5th day of September, 2018.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 9503
File #: 0102-06

Title: Proclamation - Prostate Cancer Awareness Month
Contact: Rosalinda Parra 916-774-5287 rparra@roseville.ca.us

Meeting Date: 9/5/2018
Item #: 5.2.

RECOMMENDATION TO COUNCIL

Proclaim September 2018 as Prostate Cancer Awareness Month and urge citizens and civic organizations to acquaint themselves with the issues involved in Prostate Cancer Awareness.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

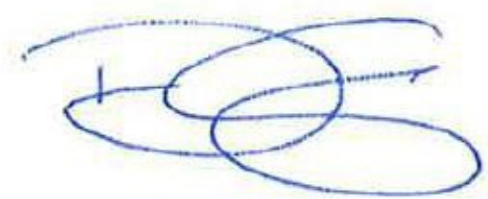
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Rosalinda Parra, Deputy Clerk

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Prostate Cancer Awareness Month

CITY OF ROSEVILLE

PROCLAMATION PROSTATE CANCER AWARENESS MONTH

WHEREAS, prostate cancer is the most frequently diagnosed cancer in men and the second leading cause of cancer deaths in men; and

WHEREAS, the American Cancer Society estimates there will be 164, 690 new cases of prostate cancer in the USA in 2018, resulting in an estimated 29,430 deaths; and

WHEREAS, it is estimated 15,190 men in California will be diagnosed with prostate cancer this year and it is estimated 3,490 California men will die from this disease; and

WHEREAS, Black men in the USA and Caribbean have the highest documented prostate cancer incidence rates in the world; and

WHEREAS, early prostate cancer usually has no symptoms and studies suggest strong familial predisposition may be responsible for 5% to 10% of the disease cases; and

WHEREAS, advanced prostate cancer commonly spreads to the bones, which can cause pain in the hips, spine, ribs, or other areas in the body; and

WHEREAS, the 5-year survival rate approaches 100% when prostate cancer is diagnosed and treated early, but drops to 30% when it spreads to the other parts of the body; and

WHEREAS, the American Cancer Society recommends that men should have an opportunity to make an informed decision about whether to be tested for prostate cancer based on their personal values and preferences; and

WHEREAS, prostate cancer treatment decisions should be based on clinician recommendations and patient values and preferences; and

WHEREAS, the City of Roseville joins communities across our nation to increase the awareness about the importance for men to make an informed decision with their health care provider about early detection and testing for prostate cancer; and

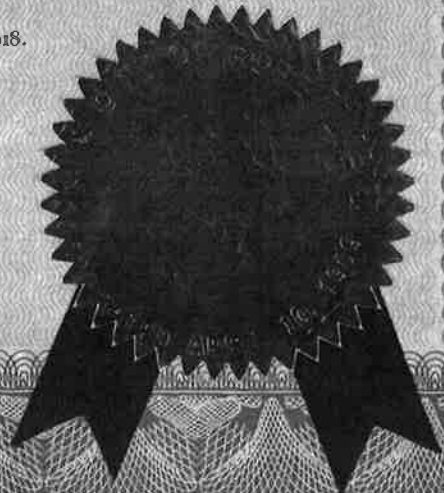
NOW, THEREFORE, I, SUSAN ROHAN, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, on behalf of the City Council, do hereby proclaim **SEPTEMBER 2018** as **PROSTATE CANCER AWARENESS MONTH** and urge citizens and civic organizations to acquaint themselves with the issues involved in Prostate Cancer Awareness.

SIGNED AND APPROVED this 5th day of September, 2018.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 9475
File #: 0102-03

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

Meeting Date: 9/5/2018
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Recommend Council approve Minutes of August 1, 2018 City Council meeting.

BACKGROUND

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

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

August 1, 2018 City Council Minutes



MINUTES August 1, 2018

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

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

All items on the agenda are open to public comment and 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** - The Consent Calendar consists of routine items that will be approved by one motion. Any person can remove an item from the Consent Calendar to be discussed separately.
- **Agenda Items** - Speakers have five minutes to address items that are listed on the agenda.
- **Americans with Disabilities Act** - Notify the City Clerk at least 48 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 an audio/visual presentation regarding an agenda item, presentation materials must be submitted to the City Clerk at least 48 hours in advance. Call (916) 774-5397 with questions.

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

1. CALL TO ORDER

Mayor Susan Rohan called the August 1, 2018 City Council meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Gore, Alvord, Herman, Allard, Rohan

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by City Attorney Robert Schmitt.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PRESENTATIONS

5.1. Resolution Honoring John Michael Byouk

John Byouk be honored as an incredible public servant who served on the City Council from April 10, 1984 to November 18, 1991.

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

Mayor Rohan made the presentation to Diane Jacobson, John Byouk's sister, and Katherine Byouk, his daughter, who both responded.

6. PUBLIC COMMENTS

Richard Tepolt - spoke in support of public safety and thanked the fire fighters as they battle California wild fires.

Keith Diederich - CEO of the Gathering Inn - thanked the City Council and former City Manager Rob Jensen for their efforts in advocating for the Placer County Board of Supervisors to unanimously vote to move forward in negotiating a contract with The Gathering Inn to run the county's temporary homeless shelter in North Auburn. Mr. Diederich introduced Nathan Cox as the new Program Director at the Roseville site.

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Tim Herman, seconded by John Allard, to approve the Consent Calendar as recommended. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

Minutes

7.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending City Council approve the Minutes of June 26, 2018 City Council Closed Session, July 3, 2018 City Council Closed Session, and July 11, 2018 City Council meeting.

CC #: 9412

File #: 0102-03

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

Bids / Purchases / Services

7.2. Electric Compliance Consulting - Service Agreement Amendment

Memo from Electric Compliance Analyst Julie Manfredi and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-322 APPROVING AMENDMENT NO. 3 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND NAVIGANT CONSULTING, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1403212). This item requests approval to expand the scope of services to the existing service agreement with Navigant Consulting, Inc. for Roseville Electric compliance obligations. Total cost of the amendment is \$100,000.00. Funds are available in the Electric budget for FY2018-19.

CC #: 9430

File #: 0800-03

CONTACT: Julie Manfredi 916-774-5674 jmanfredi@roseville.ca.us

7.3. Refrigerator Replacement and Recycling - Service Agreement

Memo from Sr. Energy Services Account Representative Mark Riffey and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-319 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ARCA RECYCLING, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1909040). ARCA Recycling, Inc. will administer the Refrigerator Replacement and Recycling Program. The total contract value of the agreement with ARCA Recycling, Inc., is not to exceed \$500,000.00. Funding is available in the Electric Operations Fund.

CC #: 9427

File #: 0800-03

CONTACT: Mark A. Riffey 916-746-1667 mriffey@roseville.ca.us

7.4. Shadowbrook Lift Station and Force Main Phase 2 - Award of Construction Contract and Professional Services Agreement

Memo from Assistant Engineer Jonathan Cummings and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-332 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SWAN ENGINEERING INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 18-333 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WATER WORKS ENGINEERS, LLC, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. A construction agreement will be awarded to Swan Engineering, Inc. and the Professional Services Agreement with Water Works Engineers, LLC is for construction management and inspection services for Phase 2 of the Shadowbrook Lift Station and Force Main Project. Cost for the construction agreement, including a 10% contingency, plus the professional services agreement, is \$347,495.00. Funding for this project is from the Wastewater Rehabilitation Fund.

CC #: 9438

File #: 0900-02

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

7.5. Print Management Solution - Service Agreement

Memo from Client Services Supervisor Traci Bringgold and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 18-331 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND J.J.R. ENTERPRISES, INC. DBA CALTRONICS BUSINESS SYSTEMS, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1904069). J.J.R. Enterprises, Inc. dba Caltronics Business Systems will provide copier lease and printing services. Annual cost for the five year agreement will not exceed \$180,000.00 annually and funding is included in citywide FY2018-19 department budgets. The total cost of the contract over five years will not exceed \$900,000.00. Funding sources are a combination of General Funds and Enterprise Funds.

CC #: 9437

File #: 0203-04

CONTACT: Traci Bringgold 916-774-5159 tbringgold@roseville.ca.us

7.6. Library eBooks - Annual Purchase Order

Memo from Library Supervisor Rendi Hodge and Parks, Recreation & Libraries Director Dion Louthan recommending Council approve a sole source purchase order in the amount of \$32,000.00 with cloudLibrary™/Bibliotheca to purchase eBooks for the Roseville Public Library's collection. The cost for the eBooks will not exceed \$32,000.00 and is included in the approved FY2018-19 Parks, Recreation & Libraries budget.

CC #: 9411

File #: 0203-10

CONTACT: Rendi Hodge 916-774-5240 rhodge@roseville.ca.us

7.7. Library Media Materials - Annual Purchase Order Renewal

Memo from Library Supervisor Rendi Hodge and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-315 APPROVING A PURCHASE ORDER RENEWAL FOR PRINT MATERIALS AND MEDIA FOR THE ROSEVILLE PUBLIC LIBRARIES. The purchase order renewal with Baker & Taylor, LLC is in the amount of \$200,000.00, and will not exceed that amount. Funding is included in the approved FY2018-19 Parks, Recreation & Libraries budget.

CC #: 9424

File #: 0203-10

CONTACT: Rendi Hodge 916-774-5240 rhodge@roseville.ca.us

7.8. Library Media Materials - Annual Purchase Order Renewal

Memo from Library Supervisor Rendi Hodge and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-316 APPROVING A PURCHASE ORDER RENEWAL FOR MEDIA MATERIALS FOR THE ROSEVILLE PUBLIC LIBRARIES. The purchase order renewal with Midwest Tape, LLC is in the amount of \$50,000.00 and will not exceed \$50,000.00. Funding is included in the approved FY2018-19 Parks, Recreation & Libraries budget.

CC #: 9525

File #: 0203-10

CONTACT: Rendi Hodge 916-774-5240 rhodge@roseville.ca.us

7.9. Junction Blvd and Park Regency Drive Traffic Signal Project - Budget Adjustment, Contract Award and Execution of Agreement

Memo from Assistant Engineer Jerome Pastor and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-311 APPROVING AN AGREEMENT FOR THE JUNCTION BOULEVARD AND PARK REGENCY DRIVE TRAFFIC SIGNAL PROJECT BETWEEN THE CITY OF ROSEVILLE AND ST. FRANCIS ELECTRIC, LLC, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6001 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is requesting council award the Junction Boulevard and Park Regency Drive Traffic Signal project to the lowest bidder, St. Francis Electric, LLC in the amount of \$333,500.00 with authorization for construction change order contingency in the amount of 10% (\$33,350.00). The Junction Boulevard and Park Regency Drive Traffic Signal Project will provide right-of-way controls for the orderly movement of traffic and improve pedestrian and bicycle safety at this intersection by creating a connection across Junction Boulevard for the multi-use path that runs from Baseline Road to the Green Belt area near Mahany Park. A budget adjustment is necessary in the amount of \$530,225.00 to transfer funds from the Transportation Development Act fund to the project account. This amount will cover construction and project management costs. No General Funds will be used for this project.

CC #: 9419

File #: 0900-04-03 & 0201-01

CONTACT: Jerome Pastor 916-746-1300 jpastor@roseville.ca.us

Resolutions

7.10. VillaSport - Fire Access, Drainage and Reciprocal Access Easement Agreement

Memo from Assistant Engineer Kerry Andrews and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-314 APPROVING A FIRE ACCESS, DRAINAGE AND RECIPROCAL ACCESS

EASEMENT AGREEMENT AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The action requested will have no fiscal impact to the City's General Fund.

CC #: 9423

File #: 1002-06

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

7.11. Low Carbon Fuel Standard Program Brokerage Agreement and Trading Authorization

Memo from Electric Resources Analyst David Siao and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-335 APPROVING AN ENVIRONMENTAL BROKERAGE SERVICES AGREEMENT, BY AND BETWEEN BGC ENVIRONMENTAL BROKERAGE SERVICES, L.P. AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 18-336 APPROVING A LOW CARBON FUEL STANDARDS CREDIT PURCHASE AND SALE AGREEMENT AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT, OR A SUBSTANTIALLY SIMILAR AGREEMENT AS DETERMINED BY THE CITY ATTORNEY, ON BEHALF OF THE CITY OF ROSEVILLE. This item is an agreement for brokerage services for environmental compliance instruments. It also requests authorization for the Acting City Manager to execute a contract to sell Roseville's current supply of 2,868 Low Carbon Fuel Standard credits valued at \$500,000.00. The brokerage fee for this transaction would be \$717.00 and are available in the Electric Operations Fund FY2018-19 budget.

CC #: 9441

File #: 0800-03

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

7.12. Outreach, Communication and Graphic Design Services - Professional Services Agreements

Memo from Electric Public Information Officer Vonette Fontaine and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-317 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND 3-FOLD COMMUNICATIONS, LLC, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 18-318 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PROPROSE, LLC, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The professional service agreements with 3-Fold Communications, LLC and ProProse, LLC are for the development and implementation of outreach, strategic communication and graphic design activities to meet specific outreach/communication needs for Roseville Electric Utility, Environmental Utilities, Utility Exploration Center and other city departments, on an as-needed basis. The

estimated annual cost is to not exceed \$489,000.00, \$292,000.00 for ProProse, LLC and \$197,000.00 for 3Fold Communication, LLC. Funding is included in Roseville Electric Utility and Environmental Utilities FY2018-19 budgets.

CC #: 9426

File #: 0800-03 & 0800-02

CONTACT: Vonette Fontaine 916-774-5625 vfontaine@roseville.ca.us
Maurice Chaney 916-774-5539 mchaney@roseville.ca.us

7.13.Support Services Program Agreement - Confirmation Approval

Memo from Power Generation Superintendent Matthew Garner and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-320 APPROVING A CONFIRMATION UNDER THE NCPA SUPPORT SERVICES PROGRAM AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND NORTHERN CALIFORNIA POWER AGENCY. This item requests approval of a confirmation under the Support Services Program Agreement with Northern California Power Agency for Siemens Energy T3000 maintenance services for power plant turbines. The total cost of the services will not exceed \$700,000.00, over five years. Funds are available in the FY2018-19 Electric Operations Fund, and will be budgeted in future fiscal years.

CC #: 9428

File #: 0800-03

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

7.14.Clean Water State Revolving Fund Loan Application for the Pleasant Grove Wastewater Treatment Plant Expansion and the Energy Recovery Project - Approval of Supporting Documentation

Memo from Senior Engineer George Hanson and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-325 APPROVING THE USE OF THE ENVIRONMENTAL UTILITIES WASTEWATER ENTERPRISE FUND FOR THE PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION AND ENERGY RECOVERY PROJECT; and adopt RESOLUTION NO. 18-326 AUTHORIZING THE ACTING CITY MANAGER OR HIS DESIGNEE TO APPLY FOR CLEAN WATER STATE REVOLVING FUNDS ON BEHALF OF THE CITY OF ROSEVILLE IN CONNECTION WITH THE PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION AND ENERGY RECOVERY PROJECT; and adopt RESOLUTION NO. 18-327 APPROVING A DEBT SERVICE REPAYMENT AGREEMENT FOR THE CLEAN WATER STATE REVOLVING FUND PROGRAM BETWEEN THE CITY OF ROSEVILLE AND SOUTH PLACER WASTEWATER AUTHORITY, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Debt Service Repayment Agreement between the South Placer Wastewater Authority (SPWA) and the City of Roseville ensures that Roseville is reimbursed by the SPWA for all debt service paid by Roseville for up to \$118,311,668.00 of Clean Water State Revolving Fund monies associated with the Project. These actions have no direct fiscal impact to the City.

CC #: 9433

File #: 0900-02-02-2

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

7.15.Shadowbrook Lift Station and Force Main Phase 2 - Second Amendment to Professional Services Agreement

Memo from Assistant Engineer Jonathan Cummings and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-321 APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND MOTT MACDONALD FORMERLY HATCH MOTT MACDONALD, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of the second amendment to the professional services agreement with Mott MacDonald, LLC, formally Hatch Mott MacDonald, for engineering and environmental services during construction for Phase 2 of the Shadowbrook Lift Station and Force Main Project. The second amendment increases the existing contract by \$124,396.00 for a new total contract cost of \$675,283.00. The project is funded from the previously approved Capital Improvement Project Budget.

CC #: 9429

File #: 0900-02

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

7.16.Harding to Royer Bike Trail Segment 3 Project - First Amendment to Professional Design Services Agreement

Memo from Assistant Engineer Cathy Gosalvez and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-328 APPROVING A FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND AECOM TECHNICAL SERVICES, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. AECOM provided engineering design services to the City to develop the plans and specifications that were necessary for the construction of the City's Harding to Royer Bike Trail Segment 3 Project. In order to address requests for information and contract change orders during construction, an amendment to the existing agreement is needed to provide design support during construction. The cost of the additional services is \$15,840.00, bringing the total contract amount to \$37,374.00. Funding for this project is from Transportation Development Act funds. There are sufficient funds in the project's existing budget to cover the additional cost.

CC #: 9434

File #: 0721-05

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

7.17.Harding to Royer Bike Trail Segment 3 Project - Second Amendment to

Professional Services Agreement

Memo from Assistant Engineer Cathy Gosalvez and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-329 APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND INTERWEST CONSULTING GROUP INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The professional services agreement with Interwest Consulting Group is for real estate services for the Harding to Royer Bike Path Segment 3 Project. Additional real estate services are necessary to extend the expiration date of the temporary construction easements and to convey two separate access easements establishing the ingress and egress rights through the fire station/public parking lot for the benefit of two adjacent property owners. These access rights were agreed to as a part of the previous property acquisitions. The cost of the additional services is \$10,740.00, bringing the total contract amount to \$47,190.00. Funding for this project is from Transportation Development Act funds and is included in the Council approved project budget. No General Funds are being used for this project.

CC #: 9435

File #: 0721-05

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

7.18. Insurance Brokerage Services - Professional Services Agreement

Memo from Risk Manager David Rawe and Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 18-330 APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ALLIANT INSURANCE SERVICES, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The professional services agreement with Alliant Insurance Services Inc. is for broker insurance services. The total annual cost is commission based and the commission is not to exceed 12%. The cost is an annual expense budgeted from the Risk division's annual budget and has been budgeted for in FY2018-19.

CC #: 9436

File #: 0600

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

7.19. Workers' Compensation Claims Administration Services - Agreement Amendment

Memo from Risk Manager David Rawe and Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 18-324 APPROVING A FIRST AMENDMENT TO AGREEMENT FOR WORKERS' COMPENSATION CLAIMS ADMINISTRATION SERVICES, BETWEEN THE CITY OF ROSEVILLE AND TRISTAR RISK MANAGEMENT, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item will extend the agreement with Tristar Risk Management for Workers' Compensation Third Party Administration through August 31, 2020. The negotiated administrative fee for the period of September 1, 2018 through August 31, 2020 is \$225,500.00 for the first

year of the extension and \$236,775.00 for the second year of the extension. The administrative fees have been budgeted for and will be paid from existing and available funds from the Risk Management budget.

CC #: 9432

File #: 0600

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

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

7.20. Economic Analysis of Future Commercial Development - Professional Services Agreement and Budget Adjustment

Memo from Planning Manager Greg Bitter and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-323 APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ECONOMIC AND PLANNING SYSTEMS INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6002 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval of budget adjustment totaling \$50,000.00 and approval of a professional services agreement with Economic and Planning Systems, Inc. This contract will fund an economic study to analyze absorption of commercial land within the City, the impacts of potential land use changes to commercial land, and the economic benefits of various roadway improvements. Funds utilized will be a combination of revenue from the General Plan Maintenance Fee and Transportation Mitigation Fee.

CC #: 9431

File #: 0200 & 0201-01

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

7.21. Greenhouse Gas Proceeds - Budget Adjustment

Memo from Senior Electric Business Analyst Joanna Cucchi and Electric Utility Director Michelle Bertolino recommending Council adopt ORDINANCE NO. 6000 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The budget adjustment is to fund Roseville Electric Utility's Multi-Family Upgrade program and Refrigerator Replacement & Recycling program. The total amount of the budget adjustment is \$1,150,000.00. Funds are available in the Electric CARB fund which is funded with greenhouse gas auction proceeds from the State of California's Cap and Trade program.

CC #: 9418

File #: 0800-03 & 0201-01

CONTACT: Joanna Cucchi 916-746-1609 jcucchi@roseville.ca.us

Ordinances (for second reading and adoption)

7.22. Second Reading - Sierra Vista Specific Plan Mitigation Fee Program Update - Municipal Code Amendment

ORDINANCE NO. 5997 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 4.47.040, 4.47.070, 4.47.080, 4.47.090, 4.47.100, 4.47.110, 4.47.120, 4.47.130, 4.47.140 AND 4.47.150 OF CHAPTER 4.47 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SIERRA VISTA SPECIFIC PLAN MITIGATION FEE, for second reading and adoption.

CC #: 9415

File #: 0400-04-12 & 0800-06

CONTACT: Chris Kraft 916-774-5373 ckraft@rosville.ca.us

7.23. Second Reading - Community Solar - Roseville Municipal Code Amendment

ORDINANCE NO. 5998 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING SECTION 14.24.073 TO CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING COMMUNITY SOLAR, for second reading and adoption.

CC #: 9416

File #: 0800-03

CONTACT: Joanna Cucchi 916-746-1609 jcucchi@roseville.ca.us

7.24. Second Reading - Electricity Rates for Unmetered Pole Attachments - Municipal Code Amendment

ORDINANCE NO. 5999 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 14.24.055 OF CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ELECTRICAL ENERGY, for second reading and adoption.

CC #: 9417

File #: 0800-03

CONTACT: Joanna Cucchi 916-746-1609 jucchi@roseville.ca.us

Reports / Requests

7.25. Sierra Vista - KT Properties Large Lot Subdivision Final Map

Memo from Assistant Engineer Kerry Andrews and Acting Development Services Director Mike Isom recommending Council approve the Sierra Vista - KT Properties Large Lot final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating five residential development large lots and one designated remainder lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 9420

File #: 0400-07

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

7.26. Out of State Travel Request - Electric Department

Memo from Assistant Electric Utility Director Philip McAvoy and Electric Utility Director Michelle Bertolino requesting Council approve out-of-state travel for two electric utility employees to attend the federal Western Area Power Administration's Technology & Security Symposium in Longmont, Colorado on August 20-21, 2018. The cost to the electric utility will be approximately \$3,000.00. Funding is available in the electric utility's FY2018-19 budget.

CC #: 9414

File #: 0600-02

CONTACT: Philip McAvoy 916-774-5689 pmcavoy@roseville.ca.us

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Pioneer Community Energy - Joint Exercise of Powers Authority Agreements

Memo from Sr. Energy Services Account Representative Mark Riffey and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-334 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE: (1) AUTHORIZING PIONEER COMMUNITY ENERGY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS, LEVY CONTRACTUAL ASSESSMENTS AND PROVIDE FINANCING WITHIN THE INCORPORATED TERRITORY OF THE CITY OF ROSEVILLE; (2) APPROVING AN ASSOCIATE MEMBER AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT FOR THE ESTABLISHMENT OF THE PIONEER COMMUNITY ENERGY (mPOWER) PROGRAM; (3) APPROVING AN ADMINISTRATIVE SERVICES AGREEMENT FOR THE AB 811 PROPERTY ASSESSED CLEAN ENERGY PROGRAM; AND AUTHORIZING RELATED ACTIONS. This item will allow Placer County's Pioneer Community Energy's mPOWER PACE financing program to continue to be available to all Roseville residents and businesses. The resolution and agreements will replace previously approved resolutions and agreements authorized by City Council that allowed Placer County's mPower PACE program to operate in Roseville. There are no costs to the City of Roseville associated with these actions.

CC #: 9440

File #: 0800-03

CONTACT: Mark Riffey 916-746-1667 MRiffey@roseville.ca.us

Mayor Susan Rohan recused herself from participation and left the dais.

Electric Utility Director Michelle Bertolino introduced Placer County representative

Alexia Retallack, who provided the presentation to Council

Toni Gish - representing Roseville Heating and Air Conditioning - spoke in support and applauded coordination of the program.

Mayor Susan Rohan returned to the dais following action and formal vote on the item.

Motion by Tim Herman, seconded by John Allard, to adopt RESOLUTION NO. 18-334 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE: (1) AUTHORIZING PIONEER COMMUNITY ENERGY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS, LEVY CONTRACTUAL ASSESSMENTS AND PROVIDE FINANCING WITHIN THE INCORPORATED TERRITORY OF THE CITY OF ROSEVILLE; and (2) APPROVING AN ASSOCIATE MEMBER AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT FOR THE ESTABLISHMENT OF THE PIONEER COMMUNITY ENERGY (mPOWER) PROGRAM; and (3) APPROVING AN ADMINISTRATIVE SERVICES AGREEMENT FOR THE AB 811 PROPERTY ASSESSED CLEAN ENERGY PROGRAM; AND AUTHORIZING RELATED ACTIONS. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman

Absent: Rohan

9. APPOINTMENTS

9.1. Board and Commission Bi-Annual Vacancies

Memo from Deputy City Clerk Kelly Adams and City Clerk Sonia Orozco recommending Council appoint four (4) individuals to the Planning Commission from the applications received from Erich Brashears, Justin Caporusso, Kristine Dohner, Robert Jensen, Ed Kriz, Jonathan Martin, Neil Peacock, and Ivy Franklin Shaw; and appoint two (2) individuals to the Roseville Grants Advisory Commission from the applications received from Audra Flynn, Ed Kriz, Herman Williams, and Ivy Franklin Shaw; and appoint Eric Avery and La Tanya White to the Economic Development Advisory Committee.

CC #: 9410

File #: 0103 & 0103-07-02 & 0103-34-02 & 0103-44-02

CONTACT: Kelly Adams 916-774-5264 kadams2@roseville.ca.us

City Clerk Sonia Orozco made the presentation to Council.

Motion by Tim Herman, seconded by Susan Rohan, to appoint Eric Avery and La Tanya White to the Economic Development Advisory Committee with terms ending June 30, 2020. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

Motion by Bonnie Gore, seconded by Tim Herman, to appoint Audra Flynn and Ed Kriz to the Roseville Grants Advisory Commission with terms ending June 20, 2022. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

Motion by Tim Herman, seconded by Scott Alvord, to appoint Erich Brashears, Justin Caporusso, and Robert Jensen to the Planning Commission with terms ending June 30, 2022; and appoint Kristine Dohner to the Planning Commission with a term ending June 30, 2021. The Motion Passed.

Roll call vote: Ayes: Alvord, Gore, Rohan

Nays: Allard

10. PUBLIC HEARING

10.1. Appeal of Massage Business Permit Denial

Memo from Acting Public Information Officer Rob Baquera and Police Chief James Maccoun recommending Council adopt RESOLUTION NO. 18-296 DENYING THE APPEAL FROM OLEG KANAKHOVSKYY. The Police Chief denied the massage business permit based on a prior history of suspension, criminal complaints, failure to disclose said prior suspension and criminal complaints, and a general non-conformity with the standards in the Massage Business Permit Ordinance. There is no fiscal impact related to this action.

CC #: 9413

File #: 0300

CONTACT: Marc Glynn 916-774-5095 MGlynn@roseville.ca.us

Mayor Susan Rohan opened the public hearing.

Police Captain Marc Glynn made the presentation to Council.

Appellant Oleg Kanakhovskyy of Chakra's Healing Spa and Salon - represented by his sister Lilia, addressed Council.

No public comment received.

Mayor Susan Rohan closed the public hearing.

Motion by Tim Herman, seconded by Susan Rohan, to adopt RESOLUTION NO. 18-296 DENYING THE APPEAL FROM OLEG KANAKHOVSKYY. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

10.2. Tax Equity and Fiscal Responsibility Act for Conduit Financing for Adventist Health System/West

Memo from Administrative Analyst Jeannine Thrash and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-312 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE ISSUANCE FROM TIME TO TIME OF ONE OR MORE SERIES OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY REVENUE BONDS (ADVENTIST HEALTH SYSTEM/WEST), SERIES 2018, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$350,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION OF CERTAIN HEALTH CARE FACILITIES AND RELATED ASSETS OF THE FREMONT-RIDEOUT HEALTH GROUP, RIDEOUT MEMORIAL HOSPITAL AND UNITED COM-SERVE AND FINANCING AND REFINANCING THE ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN CORPORATE FACILITIES FOR ADVENTIST HEALTH SYSTEM/WEST, AND OTHER MATTERS RELATING THERETO. The bonds to be issued by California Statewide Communities Development Authority for Adventist will be the sole responsibility of Adventist. The City will have no financial, legal, moral obligation, liability or responsibility for the financing or the repayment of the bonds.

CC #: 9421

File #: 0110

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Mayor Susan Rohan opened the public hearing.

Administrative Analyst Jeannine Thrash made the presentation to Council.

No public comment received.

Mayor Susan Rohan closed the public hearing.

Motion by Tim Herman, seconded by Bonnie Gore, to adopt RESOLUTION NO. 18-312 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE ISSUANCE FROM TIME TO TIME OF ONE OR MORE SERIES OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY REVENUE BONDS (ADVENTIST HEALTH SYSTEM/WEST), SERIES 2018, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$350,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION OF CERTAIN HEALTH CARE FACILITIES AND RELATED ASSETS OF THE FREMONT-RIDEOUT HEALTH GROUP, RIDEOUT MEMORIAL HOSPITAL AND UNITED COM-SERVE AND FINANCING AND REFINANCING THE ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN CORPORATE FACILITIES FOR ADVENTIST HEALTH SYSTEM/WEST, AND OTHER MATTERS RELATING THERETO. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

10.3. Tax Equity and Fiscal Responsibility Act for Conduit Financing for Main Street Plaza Apartments, L.P.

Memo from Administrative Analyst Jeannine Thrash and Finance Director Dennis Kaufman recommending Council adopt RESOLUTION NO. 18-313 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE ISSUANCE BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF MAIN STREET PLAZA APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO. The proceeds of the bonds will be used for the purpose of financing the acquisition and construction of a 65-unit affordable multifamily housing rental project to be located at 304 Washington Boulevard, which will be owned by Main Street Plaza Apartments, L.P. and managed by The John Stewart Company. There is no fiscal impact to the City. The City bears no liability with respect to the issuance of the bonds. Further, the City is not a party to any of the financing documents related to the bond issuance and is not named in any of the disclosure documents describing the bonds or the proposed financing.

CC #: 9422

File #: 0709

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Mayor Susan Rohan opened the public hearing.

Administrative Analyst Jeannine Thrash made the presentation to Council.

No public comment received.

Mayor Susan Rohan closed the public hearing.

Motion by Tim Herman, seconded by Bonnie Gore, to adopt RESOLUTION NO. 18-313 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE ISSUANCE BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF MAIN STREET PLAZA APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

11. COUNCIL / STAFF / REPORTS/ COMMENTS

Paraguay Landfill Orchestra and Dental Mission Trip - Councilmember Tim Herman reported.

US Softball Girls National Tournament - Councilmember Scott Alvord reported on attendance.

Downtown Tuesday Nights - Councilmember Scott Alvord spoke to activities and record turnouts.

Roseville Fire Fighters - Councilmember Scott Alvord wished safety to the Roseville fire fighters dispatched to aid in fighting California wild fires.

12. ADJOURNMENT

Motion by Tim Herman, seconded by John Allard, to adjourn the meeting at 8:15 p.m. in honor of Jeanette Crabb and Joseph Tapia who passed away in July. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

Susan Rohan, Mayor

Sonia Orozco, City Clerk



COUNCIL COMMUNICATION

CC #: 9488
File #: 0203-04

Title: Electrical Maintenance and Repair - Service Agreement Amendment
Contact: Dan Allen 916-774-5741 dallen@roseville.ca.us

Meeting Date: 9/5/2018
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Recommend that the Council adopt a resolution authorizing the City Manager to execute the Amendment No. 1 to Service Agreement (S1803130) with Vasko Electric, Inc. An increase in spending authority is needed for the electrical engineering and installation of electrical equipment required for the 316 Vernon retail spaces, for the uninterrupted power source relocation at Roseville Electric Data Center, and for emergency repairs to the compressed natural gas pump at the Corporation Yard. The amendment will increase the total cost of the service agreement by \$150,000.00, from \$200,000.00 to \$350,000.00. Funding for the increase is already included in the Facility Rehab and Building Maintenance FY2018-19 budgets, and Downtown Bldg. - 316 Vernon Project, not to exceed annual budgeted amounts.

BACKGROUND

On February 15, 2017 Council authorized a service agreement with Vasko Electric, Inc. for \$200,000.00. This is Amendment No. 1 to the Service Agreement which is needed to add additional spending authority for the remainder of this Service Agreement with Vasko Electric, Inc. ending 2/15/2019 for the electrical engineering and installation of electrical equipment required for the 316 Vernon retail spaces, for the uninterrupted power source relocation at Roseville Electric Data Center, and for emergency repairs to the compressed natural gas pump at the Corporation Yard.

FISCAL IMPACT

The first amendment increases the current agreement by \$150,000.00, from \$200,000.00 to \$350,000.00, not to exceed annual budgeted amounts. Funding for the amendment is already included in the Facility Rehab and Building Maintenance FY2018-19 budgets, and Downtown Bldg.- 316 Vernon Project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not Applicable.

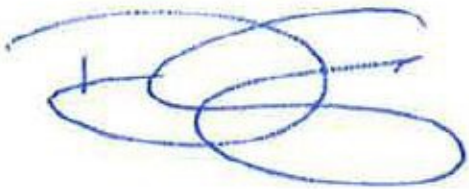
ENVIRONMENTAL REVIEW

The proposed services involve the repair/maintenance of existing facilities. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines §15301).

Respectfully Submitted,

Dan Allen, Facility Manager

Rhon Herndon, Public Works Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-373

Vasko Service Agreement

RESOLUTION NO. 18-373

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

WHEREAS, Amendment No. 1 to Service Agreement (S1803130), for the electrical engineering and installation of electrical equipment required for the 316 Vernon retail spaces, for the uninterrupted power source relocation at Roseville Electric Data Center, and for emergency repairs to the compressed natural gas pump at the Corporation Yard, between the City of Roseville and Vasko Electric, Inc., has been prepared and reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

**SERVICE AGREEMENT
AMENDMENT**

SERVICE AGREEMENT No: S1803130
AMENDMENT No: 1

SERVICE LOCATION:
City of Roseville – As Directed

Contractor No.: V23485

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

Contractor License No.:
Business License No.:

Telephone No.: (916) 568-7700

Fax:

Department: Building Maintenance

Email address: vincel@vasko.com
Contractor: VASKO ELECTRIC, INC.
ATTN: VINCE LINAREZ
4300 ASTORIA STREET
SACRAMENTO, CA 95838

Acct. Code: 0331-5100

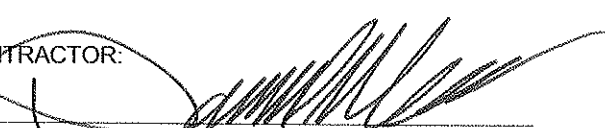
Buyer: BABETTE OWENS
Phone: (916) 774-5704

Service Agreement Number S1803130 ("Agreement"), which was executed on, February 15, 2017, is hereby modified as follows:

- X The Total Cost of Service payable under this Agreement is modified from \$200,000.00 to \$350,000.00. The purpose of this amendment is to provide emergency repairs on the CNG pump at the Corporation yard; and for additional work required at the retail space at 316 Vernon Street.

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

CONTRACTOR:

By: 
Title: President

By: Darryl A. Vasko
Title:

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: _____
Dominick Casey
City Manager

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



COUNCIL COMMUNICATION

CC #: 9505
File #: 0203-06

Title: Electronic Plan Check Software Licenses, Annual Maintenance - Service Agreement and Budget Adjustment
Contact: Art Vogtlin 916-774-5111 avogtlin@roseville.ca.us

Meeting Date: 9/5/2018
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to authorize the City Manager to execute a service agreement with E-Plan, Inc. dba e-PlanSoft, for Electronic Plan Check software and maintenance and adopt an ordinance for a budget adjustment that will transfer \$60,131.00 from the Accela Capital Improvement Project to the Development Services Technology Fund. Additionally, staff is requesting four (4) additional one (1) year service agreement renewals for annual software maintenance, pending approved budgets each year, or until City staff decides to no longer use the software. Staff will continue to evaluate whether this software system is the best option for the City's electronic plan check software.

BACKGROUND

The City currently has approximately 80 staff and 20 contractors across multiple city departments who collaborate on permit plan review using the Accela permits system. In February, the ePlanCheck software module was implemented to facilitate electronic plan review and workflow between staff and citizen applicants. The California state contract to purchase ePlanCheck licenses and maintenance was pending renewal - but was eventually cancelled by Accela in June. The City must immediately get current on licensing and maintenance, and has worked with the vendor to deliver the licenses and maintenance at the same unit price as the cancelled state contract.

FISCAL IMPACT

The total cost of the licenses, first-year maintenance and maintenance true-up is not to exceed \$136,320.00. Funding is included in the Accela System CIP and Development Services Technology Fund. The annual maintenance costs will not exceed \$50,000.00 and will be funded through the Development Services Technology Replacement Fund. The Development Services Technology Replacement Fund is development fee driven, and will not impact the General Fund.

Staff is requesting additional funds to cover the costs of unanticipated user licenses. Annual maintenance costs, including additional licensing needs, will not exceed \$50,000.00 per fiscal year for a total not to exceed of \$200,000.00 through FY2022-23.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval of the proposed software purchase is not expected to result in measurable job creation or economic development impact.

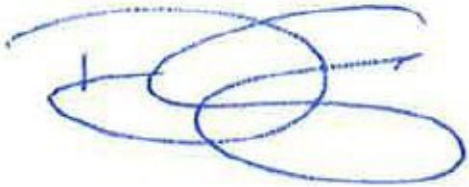
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Art Vogtlin, IT Program Manager - Business Solutions

Hong Sae, Chief Information Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-386

service agreement

Ordinance No. 6010

Budget Adjustment - ePlanCheck

RESOLUTION NO. 18-386

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND
E-PLAN, INC. DBA E-PLANSOFT, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Service Agreement (S1904303) for electronic plan check software licenses and annual maintenance, between the City of Roseville and E-Plan, Inc. dba e-PlanSoft, has been reviewed by the Council;

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

BE IT FURTHER RESOLVED, that the City Manager or his designee is authorized to execute four additional one-year renewals without further City Council approval, provided that the applicable budget is approved by the City Council.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

MAYOR

ABSENT COUNCILMEMBERS:

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1904303**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1901572 DATE: 8/8/18

SUBMIT ALL INVOICES TO:

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

Contractor No.: V41805
Telephone No.: 877-654-3752 Fax: 949-860-4810
Email address: smhooper@plansoft.com
Contractor: E-PLAN, INC.
dba e-PLANSOFT
ATTN: SEAN HOOPER
220 TECHNOLOGY DRIVE, SUITE 110
IRVINE, CA 92618

Department: INFORMATION TECHNOLOGY

Acct. Code: 08875-5210

Buyer: BECKY PHILIPP
Phone: 916-774-5724

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/19	Approved by Risk Mgt.	ART VOGTLIN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
VENDOR SHALL PROVIDE NEW E-PLANCHECK LICENSES & MAINTENANCE AND SUPPORT FOR YEAR 2018-2019 AS WELL AS MAINTENANCE AND SUPPORT FOR EXISTING LICENSES FOR YEAR 2017-2018 AND YEAR 2018-2019 IN ACCORDANCE WITH THE ATTACHED E-PLANSOFT E-PLANCHECK ON PREMISE SALES QUOTE-CA SLP PRICING DATED 6/28/18. THE ATTACHED CITY OF ROSEVILLE SERVICE AGREEMENT INFORMATION TECHNOLOGY TERMS AND CONDITIONS DATED 5/3/18, NEGOTIATED E-PLANSOFT MASTER AGREEMENT V1.4 DATED 8/6/18 AND NEGOTIATED E-PLANSOFT MAINTENANCE AND SUPPORT AGREEMENT FOR CUSTOMERS V1.4 DATED 8/6/18 SHALL ALL SUPERSEDE AND REPLACE THE STANDARD E-PLANSOFT MASTER AGREEMENT AND E-PLANSOFT MAINTENANCE AND SUPPORT AGREEMENT.

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

Total Cost of Service: \$ **115,020.00**

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

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

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

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

By: _____

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

1. To the fullest extent allowed by law, 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>.
- 10a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available

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

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

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

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

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

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

ATTENTION! THE FOLLOWING TERMS AND CONDITIONS ("TERMS OF SERVICE") WILL BE LEGALLY BINDING ON CUSTOMER ("LICENSEE" OR "CUSTOMER") UPON EXECUTION OF THE E-PLANSOFT ("LICENSOR") MASTER AGREEMENT INCLUDING ANY REFERENCED SCHEDULES AND ADDENDUMS ("AGREEMENT"). LICENSEE SHOULD CAREFULLY READ THE FOLLOWING TERMS OF SERVICE BEFORE EXECUTING THE AGREEMENT.

Section Headings and Numbers.

Certain Sections may have been renamed and/or renumbered in this document for convenience only and such renaming and/or renumbering will not affect the validity, construction or interpretation of the Agreement. References in the Terms of Service to any Section names or numbers under this document will be deemed to be a reference to the identified or corresponding provisions in this document to accomplish the reasonable intent and objectives of such provisions to the greatest extent possible under applicable law.

1. Definitions

"Estimate / Order Form" means estimate, quote, renewal notification, sales order, or order form provided by Licensor in the name of and executed by Licensee or its Affiliate and accepted by Licensor which specifies the Service, and any Support Services and/or Professional Services to be provided by Licensor subject to the terms of this Agreement.

"Subscription" means using the use of Service by Licensee by a defined number of unique Licensee users in compliance with Estimate / Order Form details for a period of time defined in Estimate / Order Form.

"Service" means, collectively, Licensor's product, online and offline services, modules, and any other OEM products, online and offline services, and modules offered by Licensor's integrated partners as described in the applicable Estimate / Order provided and accepted by the Licensee, but excluding any support services and professional services. The Service is provided to Licensee as a Subscription for a period of time defined in the Estimate / Order form, including renewal terms and renewal rates. No perpetual license is granted to Licensee when using Service.

"On-premise Service" means Licensee elected to install and configure required components provided by Licensor to enable Service within Licensee's own operating environment.

"Hosted Service" means Licensee elected to access and use Service provided by Licensor via public Internet or private network which has been selected by Licensee as an acceptable mechanism to access the Service.

"Execution of Licensor Master Agreement" means acceptance of the terms and conditions defined by Agreement when, a) upon the first use of Service by the first authorized user after Licensor provides a license key and username and password, and b) when the Licensee signs the Agreement prior to receiving the license key and username and password for the first authorized user.

"User" or "Users" means individuals who are authorized by Licensee to use the Service pursuant to this Agreement or as otherwise defined, restricted or limited in an Estimate / Order Form or amendment to this Agreement, for whom subscriptions to a Service have been procured, and who have been supplied user identifications and passwords by Licensee (or by Licensor at Licensee's request). Users may include but are not limited to Licensee and Licensee Affiliates' employees, consultants, contractors and agents.

“OEM Distributor” means a company – also a Licensee - which has been authorized by Licensor to sell and support Service with a separate agreement executed between Licensor and OEM Distributor, where Service may be offered under a different name and via a different access mechanism enabled by OEM Distributor’s own portfolio of software products and services.

“Affiliates” means any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with a party to this Agreement, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of such party.

“Confidential Information” means: (a) Licensee Data; (b) the terms of this Agreement and (c) any commercial, financial, marketing, business, technical or other data, security measures and procedures, know-how or other information disclosed by or on behalf of the disclosing party to the receiving party for purposes arising out of or in connection with this Agreement, that: (i) in the case of information in tangible form, is marked “confidential” or “proprietary;” (ii) in the case of information disclosed orally, visually or any other intangible form, is designated confidential or proprietary at the time of disclosure, and if disclosed orally, is summarized in reasonable detail in a writing delivered to the receiving party within ten (10) days following disclosure; (iii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary; and (iv) will include any reproduction of such information in any form or medium, or any part of such information. The following will not be deemed Confidential Information: (1) information that was in the public domain at the time of its disclosure, or which becomes public domain property through no fault of the receiving party; (2) information that was rightfully in the receiving party’s possession without restriction prior to disclosure; (3) information that was rightfully disclosed to the receiving party by a third party without restriction (4) information that was independently developed by employees and/or contractors of the receiving party who did not have access to and without use of or reference to the disclosing party’s Confidential Information and (5) aggregate data collected or generated by Licensor or on behalf of Licensor regarding Licensor’s products and services (for purposes of providing or improving Licensor products and services, benchmarking system performance, preparing statistics and system metrics, marketing and other purposes) that does not contain any personally identifiable or Licensee-specific information.

“Licensee Data” means all electronic data or information submitted to and stored in the Service by Users.

“Electronic Communications” means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Service.

“Help Documentation” means the online English language help center documentation describing the Service features, including User Guides which may be updated from time to time.

“Professional Services” means the general consulting, implementation and/or training services to be provided to Licensee pursuant to (i) the Licensor Professional Services Agreement found at www.eplansoft.com/termsofservice, or such other URL as specified by Licensor, and (ii) a Statement of Work (as defined in such professional services agreement).

“Support Services” means Licensor’s supplemental, fee-based technical support services to be provided to Licensee pursuant to the terms for Support Services, found at www.eplansoft.com/supportterms, unless the number of hours for Support Services has been explicitly defined as free to the customer in the Estimate / Order Form or any other mutually signed document by Licensor and Licensee.

“Third Party Applications” means applications, integrations, services, or implementation, customization and other consulting services related thereto, provided by a party other than Licensor, as further described in Section 2.4 (“Third Party Applications”) that interoperate with the Service.

“User Guides” mean the online English language user guides for the Service, accessible via <http://support.eplansoft.com>, as updated from time to time. Licensee agrees not to duplicate or share User Guides beyond the expected use of these materials by Licensee’s Users.

“URL Terms” means the terms with which Licensee must comply, which are located at a URL (Uniform Resource Locator), referenced in this Agreement and are hereby incorporated by reference.

2. Terms of Service

Licensee acknowledges and agrees to the following Terms of Service, which together with the terms of this Agreement entered into between Licensee and Licensor, will govern Licensee’s access and use of the Service. Capitalized terms not otherwise defined in these Terms of Service will have the meaning given to them in the Agreement.

2.1. Accuracy of Licensee’s Contact Information. Licensee will provide accurate, current and complete information on Licensee’s legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change.

2.2. Users: Passwords, Access, and Notification. Licensee will authorize access to and assign unique passwords and user names to the number of Users procured by Licensee on the Estimate / Order Form. User logins are for designated Users and cannot be shared or used by more than one User. If the Licensee chooses to deactivate a User account, create a new account for a new User, or re-activate an existing account, Licensee may do so as long as the terms and conditions of Subscription and the number of licenses specified in the Estimate / Order Form are in compliance. Licensee will be responsible for the confidentiality and use of User’s passwords and user names. Licensee will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Licensee Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Licensee’s account. Licensor will act as though any Electronic Communications it receives under Licensee’s passwords, user name, and/or account number will have been sent by Licensee. Licensee will use commercially reasonable efforts to prevent unauthorized access to or use of the Service and will promptly notify Licensor of any unauthorized access or use of the Service and any loss or theft or unauthorized use of any User’s password or name and/or Service account numbers.

2.3. General Restrictions.

(a) General. Licensee is responsible for all activities conducted under its User logins and for its Users’ compliance with this Agreement. Licensee’s use of the Service will not include service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single User login, or time-sharing of the Service. Licensee will not and will not permit any third party to: (a) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code or modify the Service in any manner or form unless expressly allowed in the Help Documentation; (b) access or use the Service to circumvent or exceed Service account limitations or requirements; (c) use the Service for the purpose of building a similar or competitive product or service, (d) obtain unauthorized access to the Service (including without limitation permitting access to or use of the Service via another system or tool, the primary effect of which is to enable input of requests or transactions by other than authorized Users); (e) use the Service in a manner that is contrary to applicable law or in violation of any third party rights of privacy or intellectual property rights; (f) publish, post, upload or otherwise transmit Licensee Data that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; or (g) use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark the Service. Licensee will comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications and anti-spam legislation. Licensee will comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Service and obtain any permits, licenses and authorizations required for such compliance. Without limiting the foregoing, (i) Licensee represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, (ii) Licensee will not permit Users to access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Licensee will comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which its Users are located. Licensee will not send any Electronic Communication from the Service that is unlawful, harassing, libelous, defamatory or threatening. Except as permitted by this Agreement, no part of the Service may be copied, reproduced, distributed, republished, displayed,

posted or transmitted in any form or by any means. Licensee agrees not to access the Service by any means other than through the interfaces that are provided by Licensor. Licensee will not do any "mirroring" or "framing" of any part of the Service, or create Internet links to the Service which include log-in information, user names, passwords, and/or secure cookies. Licensee will not in any way express or imply that any opinions contained in Licensee's Electronic Communications are endorsed by Licensor. Licensee will ensure that all access and use of the Service by Users is in accordance with the terms and conditions of this Agreement. Any action or breach by any of such User will be deemed an action or breach by Licensee.

(b) HIPAA. Licensee agrees that: (i) Licensor is not acting on Licensee's behalf as a Business Associate or subcontractor; (ii) the Service may not be used to store, maintain, process or transmit protected health information ("PHI") and (iii) the Service will not be used in any manner that would require Licensor or the Service to be compliant with the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented ("HIPAA"). In the preceding sentence, the terms "Business Associate," "subcontractor," "protected" health information" or "PHI" will have the meanings described in HIPAA.

2.4. Third Party Applications. Licensor may offer certain Third Party Applications under Estimate / Order Forms. Any procurement of such Third Party Applications by Licensee will be subject to the terms specified in such Estimate / Order Forms.

In addition, Licensor or third party providers may offer Third Party Applications through the Service or otherwise related to Licensees' use of the Service. Except as expressly set forth in the Estimate / Order Form, Licensor does not warrant any such Third Party Applications, regardless of whether or not such Third Party Applications are provided by a third party that is a member of a Licensor partner program or otherwise designated by Licensor as "Built For Licensor," "certified," "approved" or "recommended." Any procurement by Licensee of such Third Party Applications or services is solely between Licensee and the applicable third party provider. Licensee may not use Third Party Applications to enter and/or submit transactions to be processed and/or stored in the Service, unless Licensee has procured the applicable subscription to the Service for such use and access.

Licensor is not responsible for any aspect of such Third Party Applications that Licensee may procure or connect to through the Service, or any descriptions, promises or other information related to the foregoing. If Licensee installs or enables Third Party Applications for use with the Service, Licensee agrees that Licensor may enable such third party providers to access Licensee Data as required for the interoperability of such Third Party Applications with the Service, and any exchange of data or other interaction between Licensee and a third party provider is solely between Licensee and such third party provider pursuant to a separate privacy policy or other terms governing Licensee's access to or use of the Third Party Applications. Licensor will not be responsible for any disclosure, modification or deletion of Licensee Data resulting from any such access by Third Party Applications or third party providers. No procurement of such Third Party Applications is required to use the Service. If Licensee was referred to Licensor by a member of one of Licensor's partner programs, Licensee hereby authorizes Licensor to provide such member or its successor entity with access to Licensor's business information related to the procurement and use of the Service pursuant to this Agreement, including but not limited to User names and email addresses, support cases and billing/payment information.

2.5. Transmission of Data. Licensee understands that the technical processing and transmission of Licensee's Electronic Communications is fundamentally necessary to use of the Service. Licensee is responsible for securing DSL, cable or another high speed Internet connection and up-to-date "browser" software in order to utilize the Service. Licensee expressly consents to Licensor's interception and storage of Electronic Communications and/or Licensee Data, and Licensee acknowledges and understands that Licensee's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Licensor. Licensee further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Licensor is not responsible for any Electronic Communications and/or Licensee Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by Licensor, including, but not limited to, the Internet and Licensee's local network.

2.6. Service Level. During the Term, the Service will meet the service level specified in the “Service Level Commitment” or Schedule C of Master Agreement or any other URL as specified by Licensor, which is hereby incorporated by reference. If the Service fails to achieve the service level, then Licensee will be entitled, as its sole and exclusive remedy, to a credit for the Service in accordance with the terms set forth in the Service Level Commitment. The Service’s system logs and other records will be used for calculating any service level events.

2.7. Licensor’s Support Services and Professional Services. As part of the Service, Licensor will provide Licensee with Help Documentation and other online resources to assist Licensee in its use of the Service. Licensor also offers optional “for fee” Support Services and Professional Services.

2.8. Security. Licensor will maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Licensee Data if Licensee selected Hosted Service.

2.9. Confidentiality. Each party agrees to use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (at all times exercising at least a commercially reasonable degree of care in the protection of such confidential information) not to use or disclose Confidential Information except to the extent necessary to perform its obligations or exercise rights under this Agreement or as directed by Licensee. Either party may disclose Confidential Information on a need to know basis to its Affiliates, contractors and service providers who have executed binding written agreements requiring confidentiality and non-use obligations at least as restrictive as those in this Section. Additionally, Licensee must input personally identifiable information, including but not limited to credit card information, social security numbers, birth dates only in the fields designated for such data in the Service if the Service requests such data to be entered. Nothing in this Agreement will prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority or regulation.

2.10. Intentionally left blank.

2.11. Ownership of Licensee Data. As between Licensor and Licensee, all title and intellectual property rights in and to the Licensee Data is owned exclusively by Licensee. Licensee agrees that Licensor may use Licensee data to perform necessary and reasonable activities during software engineering activities to ensure that the Service functionality continues to work with Licensee’s data.

2.12. Licensor Intellectual Property Rights. All rights, title and interest in and to the Service (including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts or other derivative works of the Service provided or developed by Licensor) are owned exclusively by Licensor or its licensors. Except as provided in this Agreement, the rights granted to Licensee do not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. Licensee grants Licensor a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Service (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by Licensee or any Users related to the operation or functionality of the Service. Any rights in the Service or Licensor’s intellectual property not expressly granted herein by Licensor are reserved by Licensor. Licensee agrees not to display or use the Licensor trademarks, logos, and service marks in any manner without Licensor’s express prior written permission. The trademarks, logos and service marks of Third Party Application providers (“Marks”) are the property of such third parties. Licensee is not permitted to use these Marks without the prior written consent of such third party which may own the Mark.

2.13. U.S. Government Rights. The Service is a “commercial item” as that term is defined at FAR 2.101. If Licensee or User is a US Federal Government (Government) Executive Agency (as defined in FAR 2.101), Licensor provides the Service, including any related software, technology, technical data, and/or professional services in accordance with the following: (a) if acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement; or (b) if acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software

documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative Agency or Federal Judicial Agency will obtain only those rights in technical data and software customarily provided to the public as set forth in this Agreement. If any Federal Executive Agency, Federal Legislative Agency, or Federal Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Licensor to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. This U.S. Government Rights Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement.

2.14. Dispute Resolution.

(a) The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. Except as provided in 2.14(b), each party agrees that before it seeks mediation, arbitration, or any other form of legal relief, it will provide written notice to the other of the specific issues in dispute (and referencing the specific portions of any contract between the parties and which are allegedly being breached). Within thirty days after such notice knowledgeable executives of the parties will hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith to resolve the dispute. Except as provided in 2.14(b), any and all disputes, claims or controversies arising out of or relating to this Agreement will be submitted to a mutually acceptable mediator for mediation before arbitration or any other form of legal relief may be instituted. Mediation may be commenced by a party providing a written request for mediation setting forth the subject of the dispute and the relief requested. The parties will cooperate by selecting a single mediator and scheduling a mediation, which should take place within 45 days following a request for mediation. The mediator will be a retired judge who has had experience with technology disputes. The parties agree that they will participate in the mediation in good faith and share equally in its costs. The mediation will take place in Placer County, California.

(b) The dispute resolution procedures in this Agreement will not apply prior to a party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information.

2.14. Service Maintenance. Licensor, from time to time, will provide updates to the Service which may or may not include new functionality. Licensee is entitled to Service updates as long as Licensee is in full compliance with this Agreement during its term. If Licensee is not in compliance with this Agreement during its term, including failure to make required payments on time, Licensor at its sole discretion reserves the right to charge Licensee additional one time fees for any changes in existing functionality or new functionality provided by Service update.

Maintenance and support provisions are described in Schedule A – Maintenance and Support for Customers.

2.15. Professional Services. Licensor, from time to time, may provide to Licensee professional services, as described in Schedule B – Professional Services.

3. Fees and Payments

3.1 Fees. Licensee will pay all fees specified in all Estimate / Order Forms. Except as otherwise specified herein, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of Licensed Users cannot be decreased during the relevant term stated in the Estimate / Order Form. User Subscription fees are based on monthly periods that begin on the Subscription start date and each monthly anniversary thereof; therefore, fees for User Subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the Subscription term.

3.2. Invoicing and Payment. Licensee will provide Licensor with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Licensor. If Licensee provides credit card

information, Licensee authorizes Licensor to charge such credit card for all Services listed in the Estimate / Order Form for the initial Subscription term and any renewal Subscription term(s). Such charges will be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Estimate / Order Form. If the Estimate / Order Form specifies that payment will be by a method other than a credit card, Licensor will invoice Licensee in advance and otherwise in accordance with the relevant Estimate / Order Form. Unless otherwise stated, invoiced charges are due Net 30 days from the invoice date. Licensee is responsible for providing complete and accurate billing and contact information to Licensor and notifying Licensor of any changes to such information within five (5) days.

3.3. Overdue Charges. If any charges are not received from Licensee by the due date, then at Licensor's sole discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) Licensor may condition future Subscription renewals on payment terms shorter than those specified in the Agreement.

3.4. Suspension of Service and Acceleration. If any amount owing by Licensee under this or any other Agreement, is 30 or more days overdue (or 10 or more days overdue in the case of amounts Licensee has authorized to charge to a credit card), Licensor may, without limiting Licensor's other rights and remedies, accelerate Licensee's unpaid fee obligations so that all such obligations become immediately due and payable, and suspend Service to Licensee until such amounts are paid in full. Licensor will give Licensee at least seven (7) days' prior notice that the account is overdue, in accordance with Section 10.4 (Notices), before suspending Service to Licensee.

3.5. Payment Disputes. Licensor will not exercise Our rights under Section 3.3 (Overdue Charges) or 3.4 (Suspension of Service and Acceleration) if Licensee is disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

3.6. Taxes. Unless otherwise stated, Licensor fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Licensee is responsible for paying all Taxes associated with the use of Service. If Licensor has the legal obligation to pay or collect Taxes for which Licensee is responsible as a result of using Service, the appropriate amount will be invoiced to and paid by Licensee, unless Licensee provides Licensor with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.7. Additional Users. During the term of this Agreement, Licensee will pay Licensor for any additional Users who may use the Service at the rate specified in the Estimate / Order Form. This fee will be charged or invoiced to the customer on the date these additional Users are authorized to use Service.

3.8. Audit of Authorized Users. Licensee will maintain reasonable business practices and records necessary to ensure that the number of Users is in compliance with this Agreement and any executed Estimate / Order Forms. The Licensee will notify Licensor if any additional Users will be added to use the Service. The Licensor at its sole discretion reserves the right to request Licensee records to determine if Licensee is in compliance with the terms of Master Agreement and any executed Estimate / Order Forms. If Licensor determines that Licensee has more Users than authorized by this Agreement and any executed Estimate / Order Forms, the fees for additional Users become immediately due.

4. Warranties

4.1. Warranty of Functionality. Licensor warrants that: (i) the Service will achieve in all material respects the functionality described in the User Guides applicable to the Service procured by Licensee, and (ii) such functionality of the Service will not be materially decreased during the then-current subscription term. Licensee's sole and exclusive remedy for Licensor's breach of this warranty will be that Licensor will be required to use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality described in the User Guides and if Licensor is unable to restore such functionality, Licensee will be entitled to terminate the Agreement and receive a pro-rata refund of the subscription fees paid under the Agreement for its use of the Service for the terminated portion of the then-current subscription term. Licensor will have no obligation with respect to a warranty claim unless notified of such claim within sixty (60) days of the first instance of any material functionality problem, and such notice must be sent to billing@eplansoft.com. The warranties set forth in this Section are made to and for the benefit of Licensee

only. Such warranties will only apply if the applicable Service has been utilized in accordance with the User Guides, this Agreement and applicable law.

4.2. Warranty of No Malicious Code. Each party warrants that it will not introduce viruses, Trojan horses, worms, spyware, or other such malicious code ("Malicious Code") into the Service.

5. Disclaimer of Warranties

EXCEPT AS STATED IN SECTION 4.1 AND 4.2 ABOVE, LICENSOR DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 4 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY Licensor. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT AS STATED IN SECTIONS 2.6, 4.1, and 4.2 ABOVE, THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. LICENSOR EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT CUSTOMER'S USE OF THE SERVICE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS, INCLUDING WITHOUT LIMITATION HIPAA OR THE GRAMM-LEACH-BLILEY ACT OF 1999. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

6. Limitations of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO ANYONE FOR LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION FROM OR IN CONNECTION WITH THIS AGREEMENT (AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE SUCH DAMAGES WILL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THE FOLLOWING PARAGRAPH.

THE MAXIMUM LIABILITY OF LICENSOR WILL BE LIMITED TO THE SAME LIMITATION STATED ON THE ORIGINAL "LICENSE PURCHASE AGREEMENT" PURCHASED THROUGH ACCELA.

BOTH PARTIES ACKNOWLEDGE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON THEIR LIABILITY. THE LIMITATIONS OF LIABILITY SET FORTH IN THE SECOND PARAGRAPH OF THIS SECTION WILL NOT APPLY TO: (A) FEES DUE UNDER THIS AGREEMENT; (B) A BREACH OF SECTION 2.3 OF THESE TERMS OF SERVICE; OR (C) EITHER PARTY'S INDEMNITY OBLIGATIONS EXCEPT AS SET FORTH IN SECTION 7 BELOW.

7. Indemnification

7.1. Infringement. Subject to the terms and conditions set forth in this Section, Licensor will, at its own expense, defend Licensee from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") alleging that the Service, as used in accordance with this Agreement, infringes such third party's copyrights or trademarks, or misappropriates such third party's trade secrets and will indemnify Licensee from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") to the extent based upon such a Claim.

Licensor will have no liability for Claims to the extent arising from (a) use of the Service in violation of this Agreement or applicable law, (b) use of the Service after Licensor notifies Licensee to discontinue use because of an infringement claim, (c) modifications to the Service not made by Licensor or made by Licensor based on Licensee specifications or requirements, (d) use of the Service in combination with any non-Licensor software, application or service, or (e) services offered by Licensee or revenue earned by Licensee for such services.

If a Claim of infringement as set forth above is brought or threatened, Licensor will, at its sole option and expense, use commercially reasonable efforts either (a) to procure a license that will protect Licensee against such Claim without cost to Licensee; (b) to modify or replace all or portions of the Service as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement and refund to the Licensee a pro-rata refund of the subscription fees paid for under the Agreement for the terminated portion of the Term. The rights and remedies granted Licensee under this Section 7.1 state Licensor's entire liability, and Licensee's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

7.2. Licensee's Indemnity. Subject to the terms and conditions set forth in this Section, Licensee will, at its own expense, defend Licensor from and against any and all Claims (i) alleging that the Licensee Data or any trademarks or service marks, or any use thereof, infringes the copyright or trademark or misappropriates the trade secrets of a third party, or has caused harm to a third party, and will indemnify Licensor from and against liability for any Losses to the extent based upon such Claims.

7.3. Indemnification Procedures and Survival. In the event of a potential indemnity obligation under this Section, the indemnified party will: (i) promptly notify the indemnifying party in writing of such Claim; (ii) allow the indemnifying party to have sole control of its defense and settlement; and (iii) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party in the investigation, trial, and defense of such Claim and any appeal arising therefrom. The indemnification obligations under this Section are expressly conditioned upon the indemnified party's compliance with this Section 7.3 except that failure to notify the indemnifying party of such Claim will not relieve that party of its obligations under this Section but such Claim will be reduced to the extent of any damages attributable to such failure. The indemnification obligations contained in this Section will survive termination of this Agreement for one year.

8. Suspension and Termination

8.1. Suspension for Delinquent Account. Licensor reserves the right to suspend Licensee's and any Licensee Affiliates' access to and/or use of the Service and/or Support Services if any payment is due but unpaid but only after Licensor has provided Licensee two (2) delinquency notices, and at least thirty (30) days have passed since the transmission of the first notice. Licensee agrees that Licensor will not be liable to Licensee or to any Licensee Affiliate or other third party for any suspension of the Service pursuant to this Section.

8.2. Suspension for Ongoing Harm. Licensor may with reasonably contemporaneous telephonic notice to Licensee suspend access to the Service if Licensor reasonably concludes that Licensee's Service is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of Licensee's Service is causing immediate, material and ongoing harm to Licensor or others. In the extraordinary event that Licensor suspends access to the Service, Licensor will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and work with Licensee to resolve the issues causing the suspension of Service. Licensee agrees that Licensor will not be

liable to Licensee nor to any third party for any suspension of the Service under such circumstances as described in this Section.

8.3. Termination for Cause, Expiration. Either party may immediately terminate this Agreement and all Estimates/Order Forms issued hereunder in the event the other party commits a material breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from the non-breaching party. Such notice by the complaining party will expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach and will be sent to the General Counsel of the alleged breaching party at the address listed in the heading of this Agreement (or such other address that may be provided pursuant to this Agreement) ("Notice"). Upon termination or expiration of this Agreement, Licensee will have no rights to continue use of the Service. If this Agreement is terminated by Licensee for any reason other than a termination expressly permitted by this Agreement, then Licensor will be entitled to all of the fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of Licensor's breach of this Agreement, then Licensee will be entitled to a refund of the pro rata portion of any subscription fees paid by Licensee to Licensor under this Agreement for the terminated portion of the Term.

8.4. Handling of Licensee Data Upon Termination/Expiration. Following expiration or termination of the Agreement or a Licensee account, if applicable, Licensor may immediately deactivate the applicable Licensee account(s) and will be entitled to delete such Licensee account(s) from Licensor's "live" site following a forty (40) day period. Licensee further agrees that Licensor will not be liable to Licensee nor to any third party for any termination of Licensee access to the Service or deletion of Licensee Data, provided that Licensor is in compliance with the terms of this Section.

9. Modifications & Discontinuation of Service

9.1 To the Service. Licensor may make modifications to the Service or particular components of the Service from time to time and will use commercially reasonable efforts to notify Licensee of any material modifications. Licensor reserves the right to discontinue offering the Service at the conclusion of Licensee's then current subscription term for such Service. Licensor will not be liable to Licensee nor to any third party for any modification of the Service as described in this Section.

10. Entire Agreement

This Agreement and its Exhibits, which are attached hereto and incorporated herein, constitute the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties. This Agreement cannot be amended or modified without a written signature on paper by both parties agreeing to the change.

10.1 Severability. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed from the remainder of this Agreement, which will otherwise remain in full force and effect.

10.2 Waiver. No waiver of any provision of this Agreement will be effective unless in writing and executed by the party waiving the right. Failure to properly demand compliance or performance will not constitute a waiver of a party's rights hereunder. The waiver by either party of a breach or right under this Agreement will not constitute a waiver of any subsequent breach or right.

10.3 Governing Law. This Agreement will be governed by, and construed in accordance with, the substantive laws of the State of California without regard to conflict of law principles. The federal and state courts situated in Placer County, California will have exclusive jurisdiction for the resolution of all disputes related to this Agreement.

10.4 Notices. Notices will be sent by Certified Mail, Return Receipt Requested, postage prepaid and will be deemed received three (3) days after the date of deposit in the US Mail. At its sole discretion, Licensor may provide a notice to Licensee via electronic means, including telephonic conversation, fax, voice mail, or electronic mail. Notices provided via electronic means will be treated as equivalent to Notices provided by any other mean.

10.5 Non-Assignability. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Estimates / Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, Licensor will refund to Licensee any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

This Agreement is entered into, and effective as of 8/3/18 ("Effective Date"), by and between e-PlanSoft, a California Corporation with its principal place of business at 220 Technology DR, Suite 110 CA 92618 ("Licensor") and, Roseville ("Licensee"), with its principal place of business located at, _____

Individual signing this Agreement on behalf of Licensee states that he / she is authorized to enter into such Agreement on behalf of Licensee.

Licensee

e-PlanSoft

Roseville

Licensee

e-PlanSoft

Full name

Michael Chegini

Full name

Title

President

Title

Signature

[Signature]

Signature

Date

8/3/18

Date



MAINTENANCE AND SUPPORT AGREEMENT FOR CUSTOMERS

THE FOLLOWING E-PLANSOFT MAINTENANCE AND SUPPORT AGREEMENT WILL BE LEGALLY BINDING ON THE CUSTOMER UPON EXECUTION OF E-PLANSOFT MASTER AGREEMENT AND WILL BECOME A PART OF E-PLANSOFT MASTER AGREEMENT BY REFERENCE AS A SCHEDULE TO THE E-PLANSOFT MASTER AGREEMENT

THE CUSTOMER SHOULD CAREFULLY READ THE ACCOMPANYING E-PLANSOFT MASTER AGREEMENT.

If the hyperlink location of this Maintenance and Support Agreement for Customers (the "MSA") is referenced in e-PlanSoft Master Agreement (the "Master Agreement") as defined below and signed by both an authorized representative of the procuring party (the "Customer") and e-PlanSoft Inc. ("e-PlanSoft"); or is referenced in the description for an item on a e-PlanSoft Estimate / Order Form signed by the Customer, or in an agreement between e-PlanSoft and the Customer, then the MSA shall be considered as a fully accepted and executed part of the e-PlanSoft Master Agreement signed by Customer.

1. Definitions

e-PlanSoft Master Agreement (section Definitions) defines terms and their meaning. For any term not defined in the Master Agreement, terms mentioned and defined in this MSA will be treated as valid, automatically incorporated in the Master Agreement by reference, subject to all terms and conditions in the Master Agreement and MSA.

"Level 1 Support" Basic support and troubleshooting, including general product functionality, password resets, workstation and Internet browser configuration, any third-party software installed on the user workstation and Customer network/connectivity related issues.

"Level 2 Support" Covers issues related to functionality included in or inherent to the Service, where the functionality does not operate as described in the product documentation.

"Incident(s)" The support event starting with the functional impairment of the Software which with reasonable probability that is based on a defect or error of Service. As soon as e-PlanSoft support organization is informed, the support event becomes an Incident.

2. Maintenance and Support for Customers

The MSA governs the maintenance and support services by e-PlanSoft to Customers who have rights to the Service under the Master Agreement.

e-PlanSoft will provide technical support for problem determination and resolution for problems arising from normal operation of the Service. e-PlanSoft may require the Customer to provide written assistance request describing the problem. All issues should be reported via the e-PlanSoft support portal at <http://support.eplansoft.com>.

Support Hours: E-PlanSoft will respond to the Customer Support Services during e-PlanSoft regular working hours (9.00 a.m. to 6.00 p.m. Pacific Standard Time), excluding the applicable public holidays observed by e-PlanSoft ("Regular Working Hours"). For purposes of this paragraph, e-PlanSoft means e-PlanSoft's office located at 220 Technology Drive, Suite 110, Irvine CA 92618. All communication between e-PlanSoft and the Customer will use the English language.

On-Site Support. Customer may request e-PlanSoft to provide Support Services on-site. These Services will be considered as professional services, governed by the accompanying Professional Services Agreement.

3. Training of Designated Contacts.

The training of designated Customer Contacts during initial implementation of the Service by e-PlanSoft or e-PlanSoft certified trainers as defined in the Estimate / Order Form. Any training of Designated Customer Contacts after the initial implementation of the Service will be provided as a Professional Services engagement via a separate Estimate / Order Form, governed by the Professional Services Agreement.

Customer shall ensure that one or more Designated Contacts have been trained and or certified in the use of Service supported by e-PlanSoft. Any training received by the Designated Contacts should be provided by either e-PlanSoft or e-PlanSoft certified trainers. In a case where the Customer does not comply with the aforementioned requirement, the Customer acknowledges that e-PlanSoft reserves the right to withhold certain services related to e-PlanSoft Support Services.

Only Designated Contacts in the Customer agency/organization are authorized to communicate with e-PlanSoft support organization, including (but not limited to): opening Incidents, requesting resolution status, and requesting information about Service functionality.

4. Maintenance

During the term of Subscription to the Service, e-PlanSoft will provide access of new releases of Service, as well as tools and procedures for upgrades, to the Customer provided that the Customer is in full compliance with the terms and conditions of the Master Agreement. If the Customer is using the On-Premise Service, the Customer will provide the necessary infrastructure for accepting and testing the new releases of Service, which is accessible by e-PlanSoft support and engineering organizations to test any integrated functionality.

5. Customer Responsibilities

In order to receive Support for the Service, the Customer must further satisfy the following requirements:

The Customer must provide and maintain remote access to the Service and any integrated software in an environment that has been configured following the technical standard procedures defined by e-PlanSoft and grant e-PlanSoft all necessary authorizations, in particular for remote analysis of issue as part of Incident handling. Such remote access shall be granted without restriction regarding the nationality of the e-PlanSoft employee(s) who process support Incidents or the country in which they are located. The Customer acknowledges that failure to grant access may lead to delays in Incident handling and the provision of corrections, or may render e-PlanSoft unable to provide help in an efficient manner.

The Customer agrees to maintain adequate and current records of all modifications and, if needed, promptly provide such records to e-PlanSoft.

Submit all error Incidents via the then current e-PlanSoft support infrastructure as made available by e-PlanSoft from time to time via updates, upgrades or add-ons.

Inform e-PlanSoft without undue delay of any changes to the customer installations and Named Users and all other information relevant to the Service under which Support is provided.

The Customer is responsible for providing Level 1 Support to its Users using the Service.

5.1 Customer Responsibilities prior to contacting e-PlanSoft for Service Support

The following tasks are to be carried out by the Customer before requesting Service Support:

- Accept support Incident from User.
- Work to resolve the issue directly with User. Capture all environmental and technical details pertaining to the issue.
- Continually document the troubleshooting approach and attempted solutions including steps to reproduce the problem.
- Search for error messages in the appropriate server and workstation logs, using the data provided by User.
- Search e-PlanSoft User Guides and Knowledgebase articles available at <http://support.eplansoft.com> for known solutions.

6. Incident Priority Service Levels

When the Customer reports an issue, e-PlanSoft will attempt to assist the Customer by providing information on how to remedy, avoid or bypass errors. The main channel for such support will be the Designated Contacts within the Customer agency/organization.

All issues should be reported via the e-PlanSoft support portal at <http://support.eplansoft.com>. E-PlanSoft shall use commercially reasonable efforts to comply with the Initial Response Times (IRT) and Maximum Processing Times during Regular Working Hours for the eligible Service regarding support Incidents (messages) when communicating with the Customer contact.

Priority of Support Incidents	Initial Response Time	Maximum Processing Time (provision of a solution, specific diagnostic steps, or a workaround)
1 – Critical	3 hours	6 hours
2 – High	6 hours	2 business days
3 – Medium	1 working day	4 working days

Priority 1 Support Incidents (“Critical”). An Incident is assigned Priority 1 if the problem has very serious consequences for normal business transactions and urgent, business critical work cannot be performed.

Priority 2 Support Incidents (“High”). An Incident is assigned Priority 2 if normal business transactions in a Production System are affected and selected tasks cannot be performed.

Priority 3 Support Incidents (“Medium”). An Incident is assigned Priority 3 if normal business transactions in a Production System can be still performed but in a degraded manner.

6.1 Initial Response Time

e-PlanSoft shall confirm receipt of an Incident and provide the Customer with an initial qualified response.

6.2 Maximum Processing Time

e-PlanSoft will forward to the Customer a solution, specific diagnostic steps, workaround, a time duration during which e-PlanSoft will perform additional investigative efforts.

7. Incident Billing.

If during the course of responding to an Incident opened by the Customer's Designated Contact, e-PlanSoft determines that the Incident has not been caused by improper functionality of the Service, e-PlanSoft reserves the right to invoice the Customer at its sole discretion for services performed while assisting the Customer. The services will be billed at the rate defined in the Estimate / Order Form or at the then current hourly rate for Professional Services. The Customer's responsibility for payment of such Incidents are governed by the Professional Services Agreement.

8. Termination.

The MSA can only be terminated by first terminating the Master Agreement executed between e-PlanSoft and the Customer. A valid MSA must be in place in order for the Customer to continue using Services provided by e-PlanSoft.

8.1 Other Limitations, Terms, and Conditions

FAILURE TO UTILIZE SUPPORT PROVIDED BY E-PLANSOFT, IN COMBINATION OF A CURRENTLY ACCESSIBLE REMOTE CONNECTIVITY BETWEEN E-PLANSOFT AND THE CUSTOMER (WHERE APPLICABLE), MAY PREVENT E-PLANSOFT FROM BEING ABLE TO IDENTIFY AND ASSIST IN THE CORRECTION OF POTENTIAL PROBLEMS WHICH, IN TURN, COULD RESULT IN UNSATISFACTORY SOFTWARE PERFORMANCE FOR WHICH E-PLANSOFT CANNOT BE HELD RESPONSIBLE.

e-PlanSoft will not provide support for Incidents that are in the Customers or User's area of responsibility and as a result, for example, from inappropriate installation, unsatisfactory User training, lack of or incorrect business design, incorrect operation or faulty hardware.

The scope of Support only aims at the resolution of Incidents and problems caused by the Service if the problem or error can be reproduced in the Software on a standalone basis. Support does not include usage, integration, interoperability and operations questions or issues, including any use in conjunction with other Customer Products, which are the responsibility of the Customer.

The Customer shall deploy the On-Premise Service only as described at:
https://documentation.eplansoft.com/server/Minimum_Server_Requirements.

e-PlanSoft shall not be obligated to provide Support if the On-Premise Service has not been deployed as described.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

ARTICLE I – GENERAL

____ ("Consultant") agrees that information furnished by the City of Roseville ("City") shall be deemed proprietary and confidential, and all such foregoing information, to the extent previously, presently, or subsequently disclosed to Consultant or processed and derived by Consultant services is hereinafter referred to as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third parties. In recognition of the proprietary and confidential nature of such Confidential Information, Consultant agrees to treat the Confidential Information as provided by this Agreement.

ARTICLE II – TREATMENT OF CONFIDENTIAL INFORMATION

Consultant shall, and shall cause each of Consultant's affiliates, agents, employees, directors, partners, and representatives to safeguard and maintain as confidential all Confidential Information, including, without limitation, information in written, magnetic, electronic or any other form, and take reasonable precautions to protect the Confidential Information (including, without limitation, all precautions Consultant employs with respect to Consultant's own proprietary and confidential information). Consultant shall not, and Consultant shall cause each of Consultant's affiliates, agents, employees, directors, partners, and representatives not to: (a) use the Confidential Information except to perform Consultant's services as directed by City; (b) do anything to impair the business relationships, intellectual property or other proprietary rights of City; (c) claim, or reverse engineer any of the Confidential Information; or (d) disclose the Confidential Information to anyone unless required to do so by law or with prior written consent of City. Any Consultant employee, affiliate, advisor, agent, director, partner or representative given access to any of the Confidential Information must have undergone and passed City approved criminal background screenings, and have a legitimate "need to know"; and Consultant will notify such employee, affiliate, advisor, director, partner, or representative that they are bound by the same restrictions as Consultant regarding the Confidential Information. No Confidential Information may be stored or transmitted outside the continental United States without prior written consent of City. For Confidential Information that is protected under Federal, State or Local law, including, without limitation, personally identifiable information, health care information and criminal history information, Consultant will use best practices to protect such information in conformity with applicable law.

ARTICLE III – EXCEPTIONS

The foregoing restrictions of confidentiality and non-use will not apply to information that: (a) is or becomes publicly available without breach of this Agreement; (b) is disclosed to Consultant by a third party, provided such information was not obtained by such third party, directly or indirectly, from City on a confidential basis; (c) is already known to Consultant without obligations of confidentiality; (d) is independently developed or discovered by Consultant without access to the Confidential Information as evidenced by the Consultant's business records; or (e) is the subject of a written permission to disclose provided by City.

ARTICLE IV – PERMITTED DISCLOSURES

Notwithstanding any provisions of this Agreement to the contrary, Consultant may disclose the Confidential Information to applicable regulatory authorities or if required by judicial or administrative process or timely disclosure requirements imposed by law, provided that Consultant first provides to City prompt written notice of such required disclosure, maintains confidentiality to the greatest extent permissible and takes such steps as may be reasonable in the circumstances to allow City to seek a protective order with respect to the confidentiality of the information required to be disclosed. If City receives a legal order or request seeking Confidential Information being held by Consultant, City will supply a copy to Consultant. Consultant will supply City with copies of the Confidential Information within two business days.

ARTICLE V – NO LICENSE

This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon Consultant any rights, license or authority in or to the Confidential Information. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

ARTICLE VI – RETURN OF CONFIDENTIAL INFORMATION

Immediately upon the decision of either party to terminate this Agreement, Consultant shall, and shall cause each of Consultant's affiliates, agents, employees, directors, partners, and representatives to, return to City all documents, media and data, in any form, containing Confidential Information and any and all copies or extracts in a usable format deemed acceptable by City thereof, within thirty (30) calendar days of such decision. Furthermore, within thirty (30) calendar days of the decision of either party to terminate the Agreement, Consultant shall remove all Confidential Information from any computer system used by Consultant's agents or business partners.

ARTICLE VII – REQUIRED DISCLOSURES

Consultant must disclose information regarding participation, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, or other entity, which has resulted or could result in a benefit to Consultant, if said participation creates potential conflicts or competition with this Agreement or other agreements involving City.

ARTICLE VIII – REMEDIES FOR BREACH

Consultant agrees that the limitations contained herein are reasonable and necessary for the protection of City, and given the unique nature of the Confidential Information, the breach of this Agreement cannot be adequately remedied by law. Therefore, in the event of a breach of this Agreement by Consultant, City shall be entitled to pursue equitable remedies, which shall include, but not be limited to, injunctive relief, and recovery of any associated reasonable attorney's fees and legal costs, along with any other available remedies at law. Consultant will notify City in writing immediately upon discovery of any such unauthorized release or other breach of Confidential Information, or any belief that unauthorized access to Confidential Information has transpired,

ARTICLE IX – VALIDITY

Any provision of this Agreement held to be illegal, invalid, or unenforceable by law or rule or regulation shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect. Additionally, the parties hereby agree to negotiate in good faith to modify and amend this Agreement to maintain the original intent of the parties with respect to such provisions so severed.

By: [Signature]
Title: President
Date: 8/18/18
and
By: [Signature]
Title: Secretary
Date: 8/18/2018

Print Name: Michael Chegin
Print Name: Shalch Noori



e-PlanSoft
220 Technology, Suite 110
Irvine, CA 92618
877.654.3752
Fax: 949.860.4810
smhooper@eplansoft.com

Date: **June 28, 2018**

Prepared by: **Sean Hooper**

For: **City of Roseville**
Art Vogtlin
AVogtlin@roseville.ca.us
916.774.5111

E-PLANCHECK ON PREMISE SALES QUOTE - CA SLP PRICING

QUANTITY	UNIT(s)	DESCRIPTION	COST	EXTENDED COST
<u>New e-PlanCheck Licenses & Maintenance and Support</u>				
85	License	e-PlanCheck - On Premise - MSRP	\$ 1,635.00	\$ -
		e-PlanCheck - On Premise - Roseville 35% discount pricing	\$ 1,065.00	\$ 90,525.00
85	License	e-PlanCheck Maintenance and Support - MSRP	\$ 327.00	\$ -
		e-PlanCheck - Maintenance and Support - Roseville 35% discount pricing - Year 2018-2019	\$ 213.00	\$ 18,105.00
New Total			\$	108,630.00
<u>Maintenance and Support for existing licenses</u>				
15	Users	e-PlanCheck Maintenance and Support - Roseville 35% Discount - Year 2017-2018	\$ 213.00	\$ 3,195.00
15	Users	e-PlanCheck Maintenance and Support - Roseville 35% Discount - Year 2018-2019	\$ 213.00	\$ 3,195.00
Existing Total			\$	6,390.00
Grand Total			\$	115,020.00

Yearly Recurring Costs

100	Users	e-PlanCheck Maintenance and Support- Roseville 35% Discount	\$ 213.00	\$ 21,300.00
Yearly Recurring Costs			\$	21,300.00

This Quote is governed by the e-PlanSoft Master Services Agreement.

*Maintenance fees are invoiced annually and include feature releases, product updates, user documentation, telephone, email, and online support.

*Maintenance Fees can be adjusted e-PlanSoft's discretion by a maximum of 5% a year.

**This quote is valid for 60 Days.

ORDINANCE NO. 6010

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19
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 2018-19, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for software licensing (ePlanCheck for Accela permitting system), per request of the Information Technology Department, as listed on the attached Request for Budget Adjustment, in the amount of \$60,131.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

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

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

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

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Brandy LeBeau

DEPARTMENT/DIVISION*: Development Services

FISCAL YEAR/EFFECTIVE DATE*: FY19

PROPOSED COUNCIL DATE (if applicable): 08/15/2018

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
60,131	08875	5210	0216			ePlanSoft License Fee
\$ 60,131	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
60,131	90016	5210	0216	129006	45	ePlanSoft License Fee
\$ 60,131	TOTAL					

FINANCE USE	Approved:	7/3/18	7/3/18
		DATE	Date
BUDGET MANAGER/DESIGNEE	Finance Director		

Justification for Budget Adjustment*:

Transfer SW license from CIP to operating org key for purchase in FY19.
Finance to close out CIP for FY18.

Approved:	7/2/18	Approved:
	DATE	CITY MANAGER
REQUESTING DEPARTMENT HEAD / DESIGNEE		DATE



COUNCIL COMMUNICATION

CC #: 9486
File #: 0203-04

Title: General Construction and Repair - Service Agreement Amendment
Contact: Dan Allen 916 774-5741 dallen@roseville.ca.us

Meeting Date: 9/5/2018
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the City Manager to execute the first amendment to service agreement (S1808037) with Bullard Construction. An increase in spending authority is needed for the 316 Vernon Information Technology Training Room tenant improvement and for the Maidu Activity Center building emergency repairs. The amendment will increase the total cost of the service agreement by \$150,000.00, from \$200,000.00 to \$350,000.00. Funding for the first amendment is included in the Facility Rehab and Building Maintenance FY 2018-19 budgets, and IT Strategic Plan/Digital Communication operational budget not to exceed annual budgeted amounts.

BACKGROUND

On January 18, 2017, Council adopted a resolution to authorize the service agreement with Bullard Construction, Inc. for \$200,000.00. The first amendment is needed to increase spending authority for the remainder of this current service agreement (S1808037), ending 1/23/2019 for the 316 Vernon Information Technology Training Room Tenant Improvement and for the Maidu Activity Center building emergency repairs.

FISCAL IMPACT

The first amendment increases the current agreement by \$150,000.00, from \$200,000.00 to \$350,000.00, not to exceed annual budgeted amounts. Funding for the amendment is already included in the Facility Rehab and Building Maintenance FY2018-19 budgets, and IT Strategic Plan/ Digital Communication operational budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not Applicable.

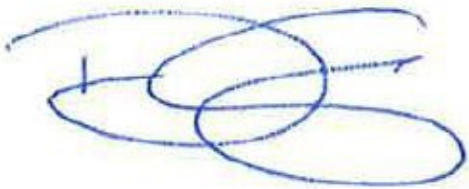
ENVIRONMENTAL REVIEW

The proposed project involves the maintenance of existing facilities. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301).

Respectfully Submitted,

Dan Allen, Facility Manager

Rhon Herndon, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-372

Bullard Service Agreement

RESOLUTION NO. 18-372

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

WHEREAS, Amendment No. 1 to Service Agreement (S1808037), for general construction and repair services at the Information Technology Training Room tenant improvement at 316 Vernon Street and for the Maidu Activity Center building emergency repairs, between the City of Roseville and Bullard Construction, Inc., has been prepared and reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

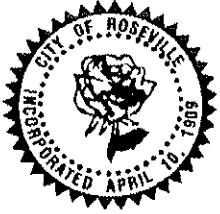
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

**SERVICE AGREEMENT
AMENDMENT**

SERVICE AGREEMENT No: S1808037
AMENDMENT No: 1

SERVICE LOCATION: AS DIRECTED

Contractor No.: V30539

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

Contractor License No.: 1002120
Business License No.: 00807479

Telephone No.: 916-485-4370 Fax: 916-485-4388

Department: PUBLIC WORKS-FACILITIES

Email address: PAUL@BULLARDINC.NET
Contractor: BULLARD, INC.
ATTN: PAUL LINSTEADT
3132 AUBURN BLVD.
SACRAMENTO, CA 95821

Acct. Code: 03340-5100

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Service Agreement Number S1808037 ("Agreement"), which was executed on, 11/15/17, is hereby modified as follows:

Select all provisions that apply:

- ☐ The Contractor name is hereby changed from _____ to _____
- ☐ The term of the Agreement is reduced by _____ (days/months/years) and the expiration date of the Agreement is changed from _____ to _____.
- ☒ The Total Cost of Service payable under this Agreement is modified from \$200,000.00 to \$350,000.00. The purpose of this modification is to provide for an increased scope of work to include major rehabilitation and repairs on various buildings in the City.

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

CONTRACTOR:

By: _____

Title: SECRETARY

By: _____

Title: VP OPS.

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: _____
Dominick Casey
City Manager

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



COUNCIL COMMUNICATION

CC #: 9485
File #: 0203-12

Title: LION Structural Turnouts Personal Protective Equipment - Purchase Order Increase
Contact: Brian Diemer 916-746-1392 BDiemer@roseville.ca.us

Meeting Date: 9/5/2018
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff recommends Council approve an increase to the purchase order with Allstar Fire Equipment Inc. for the LION Structural Firefighter Turnout Personal Protective Equipment (PPE) from \$98,500.00 to \$352,000.00 for FY2018-19. This contract was awarded on March 7, 2018, (CC #9097) through the use of the Master Price Agreement as a qualified government member (M-5690891) of National Purchasing Partners (NPPGOV) under Oregon Chapter 190 (Contract #PS16008). This is a publicly solicited contract established through an Request for Proposal (RFP) process conducted by a Lead Public Agency.

This cooperative contract is in its initial three year period with an expiration date of June 14, 2019. The total purchase for FY2018-19 will not exceed \$352,000.00, which is included as part of the Fire Department's existing Council approved budget.

BACKGROUND

The Fire Department has an ongoing requirement to maintain proper personal protective equipment (PPE) for operational personnel. The PPE requirements and recommendations are outlined in guides from the National Fire Protection Association (NFPA) and OSHA regulations. This includes a life span of ten years for PPE.

The PPE is used by fire and rescue personnel when fighting fires, on vehicle accidents and when incidents such as gas leaks occur. The clothing provides protection from the heat, steam, blood borne pathogens, falling objects, and provides for visibility as well as identification. It is imperative that this equipment is in good working order at all times. Each set of PPE costs \$2,708.06. Every firefighter is assigned two sets of PPE to allow for cleaning, inspections and repair.

The contract approved by Council on March 7, 2018 was for a dollar amount of \$98,500 which equates to approximately 36 sets of clothing and gear. Through mandated annual inspections it was determined the city needed to increase the predicted rate of replacement of structural turnouts. This monetary increase of \$253,000 to the previously awarded contract allows purchasing of approximately 130 sets of clothing and gear.

Staff requests authorization to purchase structural turnout clothing and gear from LION utilizing their authorized reseller, Allstar Fire Equipment Inc., until June 14, 2019. Funds have been allocated with

the Fire Department' FY2018-19 budget. The total anticipated purchase for FY2018-19 will not exceed \$352,000.00. Section 4.12.105 of the Roseville Municipal Code authorizes the Purchasing Officer to use cooperative contracts.

FISCAL IMPACT

The total purchase for FY2018-19 will not exceed \$352,000.00 which is included as part of the Fire Department's Council approved annual budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

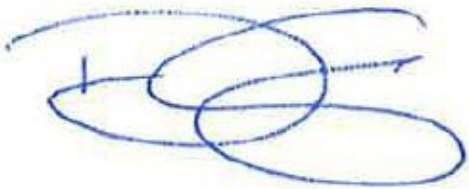
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Brian Diemer, Assistant Fire Chief - Support Services

Rick Bartee, Fire Chief



Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 9489
File #: 0717-01

Title: Historic Fiddymment House Stabilization - Award of Contract
Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 9/5/2018
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends award the Historic Fiddymment House Stabilization Project to apparent low bidder, Nolen Construction Company, Inc., adopt a resolution to authorize the City Manager to execute the agreement with Nolen Construction Company, Inc. in the amount of \$211,712.00, and authorize staff to approve change order requests in an amount not to exceed 20% of the contract amount.

BACKGROUND

This project will provide structural stabilization of the Historic Fiddymment House located at Pistachio Regional Park (F-56) off of High School Road. Stabilization priorities are based on the architectural assessment performed by Page & Turnbull in 2017.

City Council approved the project plans and specifications at the June 20, 2018 meeting. A total of one bid was received and opened on July 23, 2018. The bid result and engineer's estimate are as follows:

Bidder Total Total Lump Sum Base Bid: \$187,300.00
Add Alternate #1 (Garage): \$38,230.00
Add Alternate #2 (Cooler): \$24,412.00

Engineer's Estimate \$200,000.00

Staff recommends award of the project to Nolen Construction Company, Inc. in the amount of \$211,712.00 for the base bid plus additive alternative #2 (Cooler).

Contingency

During the course of a construction project, it is common to encounter unanticipated or changed conditions in the field which necessitate additions or other changes to the project and the contract. For this project, Staff requests authorization to approve change order requests in an amount not to exceed 20% of the contract price in accordance with the terms and conditions of the contract. 20% has been identified because of the nature of this project. Parts of the house were

constructed in the late 1800's with the most recent addition in the 1950's. The house was placed on the National Register for Historic Places for the date range noted above. Minimal work regarding repairs or reinvestment have occurred in the last ten to fifteen years. As the stabilization work begins, due to the historical nature of the house and the length of time since the last repairs, it is likely that we could discover items that would be required to be addressed. In order to complete work before the rainy season, the increase of the contingency amount is requested.

FISCAL IMPACT

Funding for the project was approved in FY2016/17 and FY2017/18 using funds from the West Roseville City-wide Park Fund. Maintenance for this facility is a General Fund obligation with recent support provided through volunteer work by the Roseville Historical Society.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines, there is one job created for every \$92,000 in direct government spending. Based on that guideline, this project is forecast to create two new jobs.

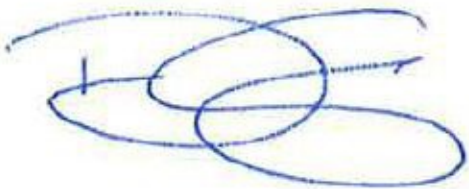
ENVIRONMENTAL REVIEW

The proposed project involves the maintenance/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.

Respectfully Submitted,

Tara L. Gee, Park Planning & Development Superintendent

Dion Louthan, Parks, Recreation & Libraries 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 No. 18-374

Agreement

Bid Result Summary

RESOLUTION NO. 18-374

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

WHEREAS, an agreement for the Fiddymment House Stabilization project, by and
between the City of Roseville and Nolen Construction Company, Inc., has been reviewed by the
City Council; and

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

BE IT FURTHER RESOLVED that the Parks, Recreation & Libraries Director or his
designee is authorized to approve change orders for the project, consistent with the contract
terms, provided that the net cost of all change orders shall not exceed twenty percent (20%) of
the contract price.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

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

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 20th day of
June, 2018, approved plans and specifications for the _____
Fiddymment House Stabilization Project
and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the 23rd day of July, 2018; and

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

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

WHEREAS, all bids received pursuant to said notice were opened and examined and
publicly declared at the time specified in said advertisement for bids and at a meeting of the City
Council held on the ____ day of _____, 20____, the Council found and

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

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

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

in accordance with the Contract Documents (the Work).

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

2. PAYMENT. CITY shall pay CONTRACTOR Two hundred eleven thousand seven
hundred twelve dollars (\$ 211,712.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

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

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

e. This contract.

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

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

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 45 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

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

CITY OF ROSEVILLE

Dion Louthan
Parks, Recreation & Libraries Director
316 Vernon Street, Suite 400
Roseville, CA 95678

CONTRACTOR

John Nolen
NOLEN CONSTRUCTION, INC.
5741 ANGELO DR.
LOOMIS, CA 95650

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

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

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

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

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

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

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

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
Acting City Manager

Nolen Construction Company, Inc. _____, a
California Corporation

BY: 
its: President

and

ATTEST:

BY:

its:


Secretary Treasurer

BY: _____

SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____

Print Name: Dion Louthan

Title: Parks, Recreation & Libraries Director

RFQ # N/A

DATE: July 23, 2018

TIME: 3:05 PM

BID BOND REQUIRED: YES

BID SUMMARY SHEET

BID OPENING FOR:
**Fiddymment House
Stabilization Project**



Bidders Name City, State	Bid Bond	Addendum # 1	Addendum # 2	Total Lump Sum Bid
Nolen Construction Company Loomis, CA	YES	YES	YES	\$ 249,942.00

Please Sign-In

Staff	Visitors (Name & Company)	Visitors (Name & Company)



COUNCIL COMMUNICATION

CC #: 9494
File #: 0316-01

Title: Pleasant Grove Boulevard Changeable Message Sign Project - Approval of Plans and Specifications and Authorization to Call for Bids
Contact: Tony Philipp 916-746-1300 tphilipp@roseville.ca.us

Meeting Date: 9/5/2018
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve the Pleasant Grove Boulevard Changeable Message Sign Project plans and specifications and authorize staff to call for bids.

BACKGROUND

The City Council adopted the ITS (Intelligent Transportation Systems) Master Plan in 2005. One of the many elements contained in that Plan is the deployment of strategically placed changeable message signs on critical arterial roadways within the City. Changeable message signs help reduce traffic congestion by communicating traffic related information to the motoring public. Since the adoption of the Master Plan, ten changeable message signs have been installed in Roseville. This project will install a new changeable message sign on westbound Pleasant Grove Boulevard between Roseville Parkway and Highway 65 (see attached project map).

The plans and specifications for the Pleasant Grove Boulevard Changeable Message Sign Project have been completed and are in the City Clerk's office for Council review.

Bid opening for this project is scheduled for October 1, 2018. Construction is planned to occur this coming winter.

FISCAL IMPACT

The engineer's estimate for this project is \$148,153. The project will be fully funded with Traffic Mitigation Funds.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that one job is created for every \$92,000 in direct government

spending. Based on that ratio, the proposed project will create 1.62 jobs.

ENVIRONMENTAL REVIEW

This project qualifies for a Class 1 exemption as described in Section 15301 of the California Environmental Quality Act (CEQA) guidelines.

This project also qualifies for a Class 4 exemption as described in Section 15304 of the California Environmental Quality Act (CEQA) guidelines.

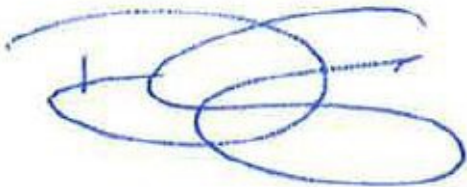
The project includes the modification of existing street infrastructure, is confined to existing City right-of-way, and would not result in expansion of use. No environmentally sensitive resources are located within the project site, therefore the Class 1 and 4 exemptions apply to the proposed project.

A Notice of Exemption has been prepared and is on file with the City Clerk's Office.

Respectfully Submitted,

Tony Philipp, Assistant Engineer

Rhon Herndon, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Pleasant Grove CMS - Report Cover

Pleasant Grove CMS - Project Location Map

Pleasant Grove Boulevard Changeable Message Sign Project

Public Works - Engineering

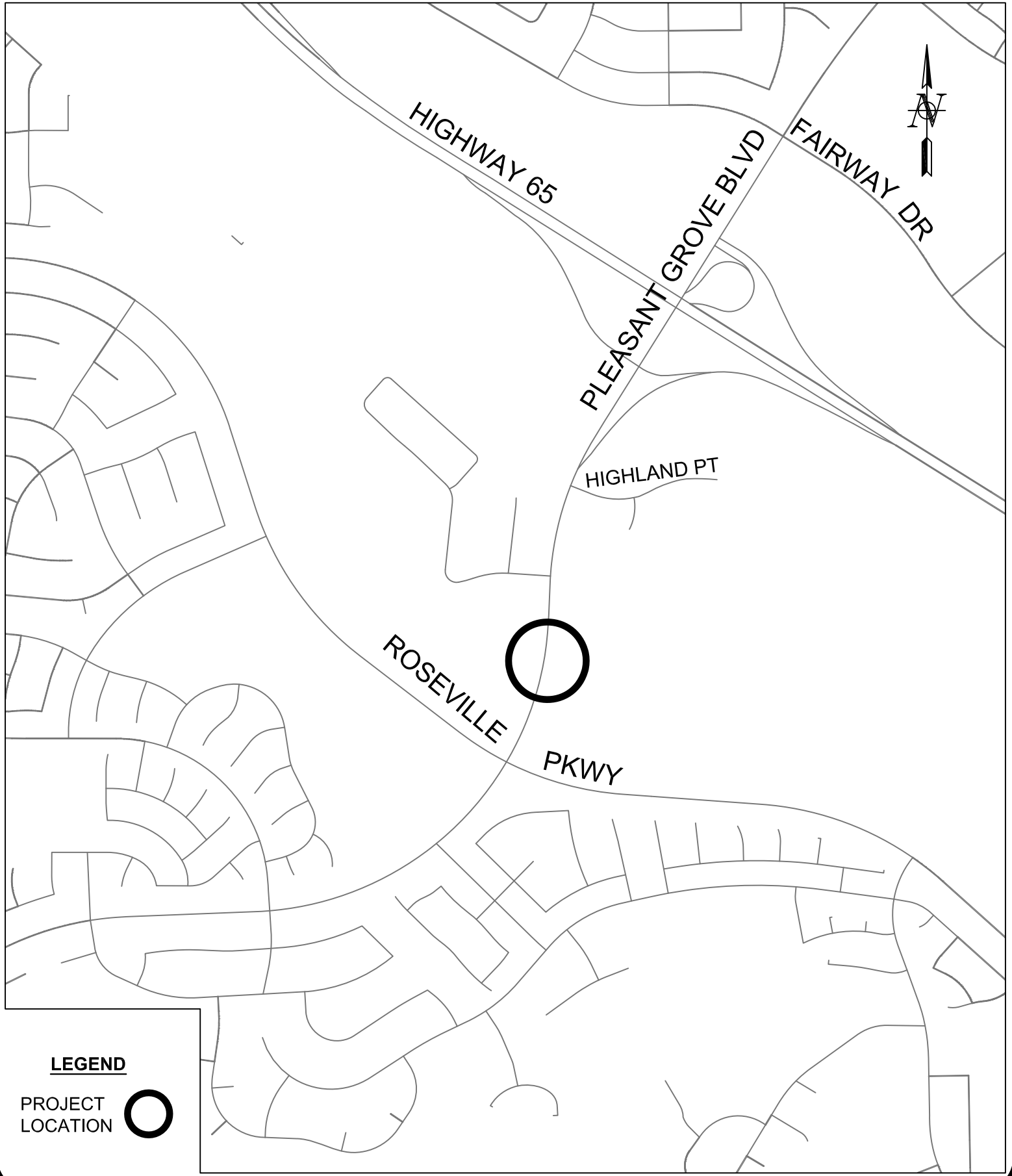


311 Vernon Street • Roseville, CA 95678
www.roseville.ca.us/engineering

**FOR REVIEW,
A COMPLETE COPY
IS ON FILE IN THE
CITY CLERK DEPARTMENT**



PLEASANT GROVE BOULEVARD CHANGEABLE MESSAGE SIGN PROJECT





COUNCIL COMMUNICATION

CC #: 9495
File #: 0800-03

Title: Roseville Electric Utility's Multifamily Direct Install Measures Program - Service Agreement
Contact: Susan Hernandez 916-774-5623 shernandez2@roseville.ca.us

Meeting Date: 9/5/2018
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the City Manager to execute the attached service agreement with Eagle Systems International, Inc. dba Synergy Companies to administer Roseville Electric Utility's Multifamily Direct Install Measures (DIM) Program.

BACKGROUND

The Multifamily Direct Install Measures (DIM) Program is a deep retrofit program managed by Roseville Electric Utility. The bulk of the funding for this program comes from the proceeds of the Greenhouse Gas auction. Those proceeds must be used to reduce greenhouse gas emissions, and for the benefit of utility customers. The Multifamily DIM program provides direct installation of energy and water saving measures to multifamily dwellings within the City of Roseville. These energy and water saving measures are installed at no cost to the property owner or the tenant. This program is designed to improve energy and water efficiency in the home and reduce greenhouse gas emissions as well as the recipient's utility bill. It will also allow for increased utility communication with the multifamily home segment of our population which rarely participate in utility offered efficiency rebate programs.

Roseville Electric Utility solicited proposals through RFP 07-051. Vendor proposals were received and evaluated based on qualifications, experience, project understanding, proposed cost, and product list. Based on proposal evaluations and interviews, Roseville Electric Utility selected Eagle Systems International, Inc. dba Synergy Companies because they have worked extensively with utility companies, municipalities, and utility commissions in energy efficiency throughout the western United States. Synergy has successfully delivered programs while maintaining an outstanding customer satisfaction level and scored higher than the other bidder in the majority of the selection categories.

FISCAL IMPACT

The total contract value of the agreement with Synergy Companies is not to exceed \$800,000.00.

Funding for this agreement includes \$650,000 from the Greenhouse Gas Proceeds Spending Plan which was added to the Roseville Electric's Operation Fund FY2018-19 and \$150,000 from Environmental Utilities Water Efficiency Rebate Fund FY2018-19, as approved by Council.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not Applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). The Multifamily Direct Install Measures program does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Susan Hernandez, Energy Services Account Representative

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-379

Service Agreement

RESOLUTION NO. 18-379

APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND EAGLE
SYSTEMS INTERNATIONAL, INC. DBA SYNERGY COMPANIES, AND AUTHORIZING
THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a Service Agreement (No. S1909024) for the Multifamily Direct Install
Measures program, between City of Roseville and Eagle Systems International, Inc. dba Synergy
Companies has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1909024**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1901530 DATE: 7/10/18

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE

Finance Department

311 Vernon Street

Roseville, CA 95678

Contractor No.: V40368

Telephone No.: 801-472-6510 Fax: 801-802-0887

Email address: david.shallenberger@synergycompanies.org

Contractor: EAGLE SYSTEMS INTERNATIONAL, INC.
WHICH WILL DO BUSINESS IN CALIFORNIA
AS SYNERGY COMPANIES
ATTN: DAVID SHALLENBERGER
28436 SATELLITE STREET
HAYWARD, CA 94545

Department: ELECTRIC

Acct. Code: 08623-5900/68620-50
08433-5900

Buyer: LONI COUNTRYMAN
Phone: 916-774-5734

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/20	Approved by Risk Mgt.	PAM ROBLES

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

THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL (RFP) #07-051 TITLED "MULTIFAMILY DIRECT INSTALL MEASURES PROGRAM" AND CONTRACTOR'S INITIAL PROPOSAL THERETO TITLED A RFP TO: CITY OF ROSEVILLE - ROSEVILLE ELECTRIC MULTIFAMILY DIRECT MEASURES PROGRAM AS FURTHER CLARIFIED IN "A RFP TO: CITY OF ROSEVILLE - ELECTRIC MULTIFAMILY DIRECT INSTALL MEASURES PROGRAM FINAL NEGOTIATED REVISION 2.0" DATED 5/22/18 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT PAM ROBLES AT 916-746-1615 FOR QUESTION REGARDING THIS SERVICE AGREEMENT.

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

Total Cost of Service: \$ **800,000.00**

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

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

Roseville Business License No.: 048372 Contractor License No.: 835016 DIR Registration No.: 1000026733

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

Steven R. Shallenberger

PRINT NAME

President

TITLE

CONTRACTOR:

SIGNATURE

David Shallenberger

PRINT NAME

Secretary

TITLE

By: _____

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

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.
9. All fair employment practices must be adhered to.
- 10a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Consultant shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultant's work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and subconsultants.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Consultant shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor" and "Consultant" are used interchangeably.
18. All tangible materials ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, 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. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.
19. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

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



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENTS OVER \$22,790 OR INVOLVING HIGH RISK
ACTIVITIES

General - Required Coverage/Documentation

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

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

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

Insurance Submission Process

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

How It Works

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

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



COUNCIL COMMUNICATION

CC #: 9491
File #: 0203-10

Title: Fitness Equipment and Treadmill Replacement (RFP 13-060) - Service Agreement
Contact: Kristi LaRoche 916-774-5962 klaroche@roseville.ca.us

Meeting Date: 9/5/2018
Item #: 7.9.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution to approve service agreement S1908200 with Opti-Fit International for \$47,294.24 to replace fitness equipment (treadmills) at the Roseville Sports Center and the Mike Shellito Indoor Pool. Funding for the treadmills was approved in the FY2017-18 (\$40,000.00) and FY2018-19 (\$7,294.24) Parks, Recreation & Libraries Capital Improvement Fund.

BACKGROUND

The fitness amenities at the Roseville Sports Center are designed for members to help meet their individual fitness goals. The Sports Center has 2400 square feet of space for all fitness equipment, including cardio and strength training machines. Most users are adults between the ages of 40-75. The daily average attendance is approximately 100. The treadmills are approximately 10 years old and are requiring frequent repairs. Additionally, there is one treadmill at the Mike Shellito Indoor Pool that is available for members to utilize.

In February 2018 the City of Roseville issued a Request for Proposal (RFP) for the purchase and installation of new treadmills at the Roseville Sports Center and Mike Shellito Indoor Pool. Five proposals were submitted for review. The criteria used by staff to make the vendor selection included scope of services, quality of proposed equipment, and equipment warranties. Opti-Fit was selected as they met the criteria and are committed to providing a quality product and good customer service.

FISCAL IMPACT

Funding for this project was allocated in the FY2017-18 (\$40,000.00) and FY2018-19 (\$7,294.24) Parks, Recreation & Libraries Department Capital Improvement Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

There is no economic development impact with this project.

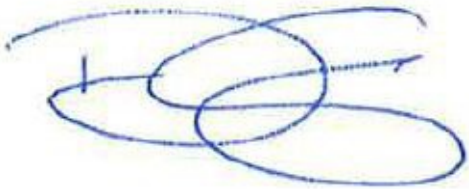
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Kristi LaRoche, Recreation Supervisor

Dion Louthan, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-376

Service Agreement: Opti-Fit International

RESOLUTION NO. 18-376

APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND OPTI-FIT INTERNATIONAL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Service Agreement (No. S1908200) for fitness equipment, between City of Roseville and Opti-Fit International, Inc. has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1908200**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1901624 DATE: 7/11/18

SUBMIT ALL INVOICES TO:

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

Contractor No.: V41800
Telephone No.: 916-939-3690 Fax: 866-274-3488
Email address: ekonz@opti-fit.com
Contractor: OPTI-FIT INTERNATIONAL, INC.
ATTN: ERIC KONZ
11282 PYRITES WAY
GOLD RIVER, CA 95670

Department: PARKS, RECREATION & LIBRARIES

Acct. Code: 50207-6130/185201-40

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/19	Approved by Risk Mgt.	KRISTI LAROCHE

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #13-060 AND CONTRACTOR'S PROPOSAL THERETO TITLED CITY OF ROSEVILLE REQUEST FOR PROPOSAL FITNESS EQUIPMENT (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #13-060 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT KRISTI LAROCHE AT 916-774-5962 FOR QUESTIONS REGARDING THIS AGREEMENT.

Total Cost of Service: \$ 47,294.24

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

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

Roseville Business License No.: 00838451 Contractor License No.: 910560 DIR Registration No.: _____

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: Eric Konz Eric Konz VP
SIGNATURE PRINT NAME TITLE

CONTRACTOR: Trine By TRINE BY Secretary
SIGNATURE PRINT NAME TITLE

By: _____
Dominick Casey, Acting City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

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

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

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



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENTS OVER \$22,790 OR INVOLVING HIGH RISK
ACTIVITIES

General - Required Coverage/Documentation

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

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

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

Insurance Submission Process

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

How It Works

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

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

OPTI-FIT

FITNESS SOLUTIONS

Quote No. 006361-R0

March 29, 2018

Toll Free: 888-601-4350

Fax: 866-274-3488

Trine By

Business Development

Trine@opti-fit.com

Direct: 916-347-2822

This Quotation Was Prepared Exclusively For Buyer:

Roseville Sports Center

Attn: Kristi LaRoche

klaroche@roseville.ca.us

1545 Pleasant Grove Blvd

Roseville, California 95747

Lead Time: 6-8 weeks

Terms: 50% Deposit / 50% COD

Frame/Upholstery: Silver / Black

P.O. Number:

Ship to:

Roseville Sports Center

Attn: Kristi LaRoche

klaroche@roseville.ca.us

1545 Pleasant Grove Blvd

Roseville, California 95747

ITEM	DESCRIPTION	QTY	LIST PRICE	YOUR PRICE	TOTAL
T3XE	Matrix - T3xe Treadmill AC110 with 16-inch Touchscreen	9	8,995.00	4,995.00	\$44,955.00
					
DATA	Matrix - Asset Management Data Fee - per unit	9	69.00	0.00	Included
					
MATRIX 3-SERIES	Matrix - WARRANTY = 7-Years Motor, 3-Years Parts, 3-Years Labor	1	0.00	0.00	Included
TRADE-IN	- Equipment Trade-In (4)LF Flex Deck, (4) LF 95T, (1) LF 9500HR, (1) LF 9100HR	-1	0.00	4,000.00	\$-4,000.00

Quote No. 006361-R0 | Date: March 29, 2018



Quote No. 006361-R0
March 29, 2018

Toll Free: 888-601-4350
Fax: 866-274-3488

Comments: EQUIPMENT TRADE-IN

Roseville Sports Center:

(4) Life Fitness with TV = \$500 each = \$2000

(4) Life Fitness 9100 = \$400 each = \$1600

Mike Shellito Pool:

(1) LifeFitness 9500HR = \$200

(1) LifeFitness 9100HR = \$200

Subtotal:	\$40,955.00
Freight	1,625.00
Delivery & Installation	1,745.00
Tax:	2,969.24
Total:	\$47,294.24

50% Deposit / 50% COD

EIN # 45-4551652

This Quotation is in effect for 30 day(s).

Delivery Date: TBD from Buyer's placement of order.

Quote No. 006361-R0 | Date: March 29, 2018



Quote No. 006361-R0
March 29, 2018

Toll Free: 888-601-4350
Fax: 866-274-3488

Prices and Payment

"Terms and Conditions of sale which appear on purchaser's document (including purchase orders) and which are inconsistent with these terms shall be voided. Opti-Fit, Inc. may ship partial orders. Orders canceled after shipment are subject to a 20% restocking fee. All products and services provided after order receipt shall be invoiced for payment in full including but not limited to; design and planning, layouts, 3rd party meeting and coordination, equipment extraction, etc. Delays in delivery at the customer request may result in storage fees. Prices are good for 30 days. Payment terms are subject to Opti-Fit, Inc. credit approval."

Signature: _____

Date: _____

Quote No. 006361-R0 | Date: March 29, 2018



Matrix T3xe Treadmill



FEATURES

- WiFi connectivity accommodates optional Matrix Asset Management system and Workout Tracking Network
- Compatible with IPTV
- 41 cm / 16" class touchscreen display with FitTouch Technology offers intuitive operation
- Vista Clear Television Technology offers the most vibrant picture quality in the industry
- Ultimate Deck System for superior performance and durability
- Low 19 cm / 7.5" step-on height for easy accessibility
- Matrix 4.2 Hp AC motor with Dynamic Response Drive System fine-tunes response based on footfall pattern for a smooth, consistent, natural workout
- Custom interface configuration facilitates personalized communication with users
- Compatible with Virtual Active programming to provide an immersive exercise experience
- Optimized app interface designed specifically for fitness

SPECIFICATIONS

Display Screen	41 cm / 16" class touchscreen LCD
Drive System	Matrix 4.2 hp AC Dynamic Response Drive System
Power Requirements	20-amp dedicated circuit required, non-looped grounded
Electrical Receptacle & Plug	NEMA 5-20R 120v
Assembled Dimensions	215 x 85 x 142 cm / 84.6" x 33.5" x 56"
Max User Weight	182 kg / 400 lbs.
Assembled Weight	172 kg / 378 lbs.
Shipping Weight	185 kg / 408 lbs.

Warranty: 7 years frame* / 7 years drive motor / 3 years parts / 3 years labor / 90 days wear items** (Wear items include: Headphone Jack, USB Port, iPod Connector, Batteries. Belts, Straps. No Labor.)

888.601.4350

PLANNING | DESIGN



WWW.OPTI-FIT.COM

SUPPLY | SERVICE



COUNCIL COMMUNICATION

CC #: 9476

File #: 1008

Title: Project One - Reimbursement Agreement

Contact: Robert Medina 916-774-5517 rmedina@roseville.ca.us

Meeting Date: 9/5/2018

Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the execution of a reimbursement agreement between the City of Roseville and Roseville 80 Land, LLC for the construction of public improvements and adopt a resolution authorizing the City Manager to execute said agreement.

BACKGROUND

On April 25, 2017, the Design Committee approved the Design Review Permit (DRP, PL17-0038) for NIPA PCL50 – Project One located at 7701 Foothills Boulevard. The conditions of approval required the developer to install public improvements which are subject to reimbursement from the City's Capital Improvement Program (CIP) in the amount of \$316,188.18.

The reimbursable improvements include the installation of a new traffic signal, signage, and striping on Foothills Blvd. These improvements are beyond the scope of responsibility for the Project One development and therefore are subject to reimbursement through the City's CIP.

FISCAL IMPACT

The actions requested as part of this item will have no impact to the City's General Fund. This reimbursement request is funded through the collection of developer paid Traffic Mitigation Fees that in turn fund the City's CIP.

ECONOMIC DEVELOPMENT / JOBS CREATED

Note a national economic development study has shown that 1 job is created for every \$92,000.00 invested in public projects.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Robert Medina, Engineering Technican

Mike Isom, Acting Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-367

Project One - Reimbursement Agreement

RESOLUTION NO. 18-367

APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT BY AND
BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE 20 LAND, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a City/Developer Reimbursement Agreement regarding 7701 Foothills
Boulevard – EN 17-0153; CWJ# 170186 (Project One), by and between the City of Roseville
and ROSEVILLE 20 LAND, LLC, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

CITY/DEVELOPER
REIMBURSEMENT AGREEMENT

Project: 7701 Foothills Boulevard – EN 17-0153; CWJ# 170186 (Project One)

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation, (“CITY”) and Roseville 20 Land, LLC, a California limited liability company (“DEVELOPER”); and

W I T N E S S E T H:

A. DEVELOPER is the owner of a certain parcel of real property under development within the City of Roseville, located at 7701 Foothills Boulevard, and described as Assessor’s Parcel Number 017 – 232 – 021 (the “Project One Property”).

B. DEVELOPER has agreed to construct and install certain Public Improvements as shown within Exhibit “A” and described within Exhibit “B,” attached hereto and made part of this agreement (“Public Improvements”).

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

D. The total cost of constructing the Public Improvements as calculated using current prevailing wages and in accordance with the Improvement Plans is determined to be Three Hundred Sixteen Thousand One Hundred Eighty-Eight Dollars and Eighteen Cents (\$ 316,188.18) (“Improvement Costs”), as more particularly set out in the breakdown of costs (“Breakdown of Costs”), Exhibit “C,” attached and incorporated by this reference.

E. Pursuant to the Breakdown of Costs, the parties have determined that the obligation of Improvement Costs will be allocated between CITY, and DEVELOPER as follows:

DEVELOPER	\$ ____ 0 ____
CITY	\$ <u>316,188.18</u>
TOTAL	\$ <u>316,188.18</u>

F. DEVELOPER and CITY desire to enter into this Agreement providing for the direct installation by DEVELOPER of the Public Improvements in accordance with the approved Improvement Plans, and for subsequent reimbursement of the total Improvement Costs by CITY directly to DEVELOPER.

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

1. Construction of the Public Improvements. DEVELOPER shall cause the Public Improvements to be constructed and installed in accordance with the approved Improvement Plans. DEVELOPER is also required, and the specifications and bid and contract documents shall require all contractors and subcontractors, to pay prevailing wages and to otherwise comply with applicable provisions of the California Labor Code, Government Code, and Public Contracts Code relating to public works projects of cities and/or as may be required by CITY standards and procedures.

2. Reimbursement of the Costs of the Public Improvements. In consideration of the satisfactory completion of the Public Improvements, CITY shall reimburse DEVELOPER for

those portions of the Improvement Costs attributable to CITY as set forth in Recital E, hereof (the "Reimbursable Costs"). CITY and DEVELOPER acknowledge that the actual Reimbursable Costs may vary from the estimated costs, depending upon the actual costs of constructing and installing the Public Improvements. Any variation in costs shall be agreed to by the parties.

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

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

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

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

6. Indemnification. To the fullest extent allowed by law, DEVELOPER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the

public), or damage to property, resulting from or arising out of DEVELOPER's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

7. Insurance. The DEVELOPER shall, or shall cause its contractor to, have on file with CITY throughout the duration of construction and maintain in full force the following policies of insurance:

<u>POLICY</u>	<u>LIMITS OF LIABILITY</u>
Commercial General Liability, Including endorsements for comprehensive form, premises operations, products/completed operations, broad form property damage, independent contractors, contractual, personal injury, explosion/collapse and underground hazard	Bodily Injury: \$2,000,000 each occurrence \$4,000,000 aggregate Property Damage: \$2,000,000 each occurrence Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 combined single limit

a. Form. DEVELOPER shall submit, if so requested by the CITY, a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney. Any insurance written on a claims made

basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. DEVELOPER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, prior to undertaking any work hereunder. Such insurance shall specifically cover the contractual liability of DEVELOPER. The additional insured coverage under the DEVELOPER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

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

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

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

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

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

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

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

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

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

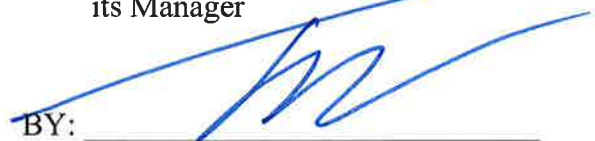
IN WITNESS WHEREOF, the City of Roseville, a municipal corporation has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20____,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

CITY OF ROSEVILLE,
a municipal corporation

ROSEVILLE 20 LAND, LLC,
a California limited liability company

BY: PDC Sacramento LLC
a Delaware limited liability company
its Manager

BY: _____
DOMINICK CASEY
Acting City Manager

BY: 
Tim Schaedler, its Local Partner

ATTEST:

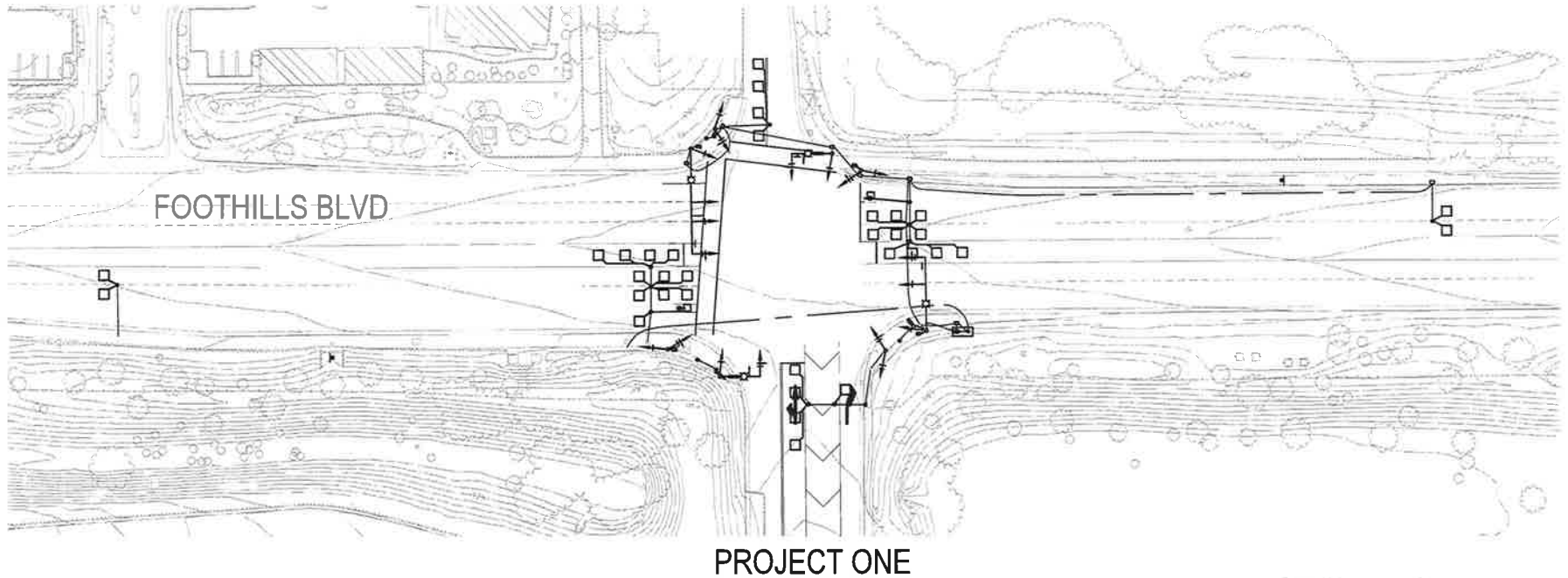
BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

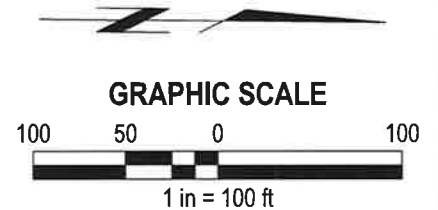
APPROVED AS TO SUBSTANCE:

BY: _____
MARC STOUT
City Engineer



NOTES:

1. SEE EXHIBITS B & C FOR DESCRIPTION OF IMPROVEMENTS AND COST ESTIMATE.



MORTON & PITALO, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
Folsom • Sacramento • Fresno
2870 Gateway Oaks Drive, Suite #120
Sacramento, CA 95833
phone: (916) 927-2400
survey email: staking@mpengr.com • web: www.mpengr.com

DRAWN:	JRO	JOB NO:	16-0048-01
CHECKED:	SS	DATE:	JUNE 26, 2017
SCALE:	1"=100'	SHEET:	EXHIBIT "A"

EXHIBIT "A"

**FOOTHILLS BLVD AT PROJECT ONE
CITY OBLIGATION**

EN 17-0153 & CWJ #170186

ROSEVILLE, CALIFORNIA

DESCRIPTION OF PUBLIC IMPROVEMENTS (EXHIBIT B) REIMBURSABLE ESTIMATE

TRAFFIC SIGNAL INSTALLATION Foothills Blvd / Project One Access, Roseville CA (EN 17-0153 CWJ# 170186)

Description of Public Improvements (As shown in Exhibit A)

City Obligation:

- Traffic signal equipment and installation
- Advance signage
- Remove existing striping
- New striping (Foothills Blvd)
 - Crosswalk
 - Lane extensions
 - Limit lines

BREAKDOWN OF COSTS (EXHIBIT C)

TRAFFIC SIGNAL INSTALLATION

Foothills Boulevard / Project One Access, Roseville, CA
(EN 17-0153 CWJ# 170186)

Item of Work	Provider	Unit	Unit Price
TRAFFIC SIGNAL COMPLETE PER SHEETS TS-1 & TS-2	Pacific Excavation	1	\$249,950.00
INTALL ± 1300' 72 SMFO FIBER OPTIC CABLE IN EXISTING 3" CONDUIT INCLUDING SPECIALIZED TESTING & TERMINATION PER REVISED NOTE #10 ON SHEET TS-1	Pacific Excavation	1	\$9,625.00
UPGRADE (2) LARGE TS POLES & ADD PPBP	Pacific Excavation	1	\$18,160.00
POTHOLE	Pacific Excavation	1	\$5,500.00
LOWER EXISTING SIGNAL INTERCONNECT CONDUIT ON THE NE CORNER OF FOOTHILLS BLVD AND PROJECT ONE ACCESS	Pacific Excavation	1	\$3,756.18
REMOVE EXISTING STRIPING; LANE STRIPING EXTENSIONS; LIMIT LINES; CROSSWALK STRIPING	Centerline Striping Company	1	\$4,430.00
TRAFFIC ENGINEERING DESIGN	Morton & Pitalo	1	\$17,710.00
SURVEYING	Morton & Pitalo	1	\$2,500.00
CONSTRUCTION MANAGEMENT	Alston Construction	1	\$5,000.00
TOTAL			\$316,188.18



COUNCIL COMMUNICATION

CC #: 9479

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

Title: Westpark Village Center W-28 - Final Map and Subdivision Agreement

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

Meeting Date: 9/5/2018

Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, the rights of way and the easements offered thereon, and approve the abandonment of the easements listed thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services Engineering section has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This map will be creating 22 residential lots.

FISCAL IMPACT

No fiscal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This project is consistent with the West Roseville Specific Plan EIR (SCH# 2002082057) certified by the City of Roseville on February 4, 2004, and a Final Subsequent EIR certified on April 16, 2014.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Acting Development Services 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

Final Map

Resolution No. 18-368

Subdivision Agreement

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "WESTPARK - VILLAGE CENTER 28"; AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP; HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO PARTICULAR PURPOSES THE FOLLOWING:

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

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

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE TO THE PUBLIC:

(A) RIBBON GROVE LANE AND FAIRGROVE LANE, AS SHOWN HEREON, INCLUDING ALL THE IMPROVEMENTS THEREON, AS RIGHT-OF-WAY.

K. HOVNANIAN AT VILLAGE CENTER, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

PRINT NAME _____ PRINT NAME _____
TITLE _____ TITLE _____

NOTARY'S ACKNOWLEDGMENT

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

STATE OF _____
COUNTY OF _____

ON _____, BEFORE ME, _____ A NOTARY PUBLIC,
PERSONALLY APPEARED _____

_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC, STATE OF _____
PRINT NAME _____
MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY
MY COMMISSION EXPIRES _____

FINAL MAP OF
WESTPARK - VILLAGE CENTER 28
SUBDIVISION NO. PL17-0058
BEING A SUBDIVISION OF PARCEL 3 WESTPARK - PHASE 1
35 PARCEL MAPS 138, PLACER COUNTY RECORDS, BEING A
PORTION OF SECTION 25, T.11N., R.5E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
AUGUST 2018
MORTON & PITALO, INC.

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "WESTPARK - VILLAGE CENTER 28" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF VC ROSEVILLE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN SEPTEMBER, 2017. I HEREBY STATE THAT THIS FINAL MAP OF "WESTPARK - VILLAGE CENTER 28" SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALY APPROVED TENTATIVE MAP, AND THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE MAY 31, 2019 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

CHRISTOPHER J. GORGES, P.L.S. 7350

DATE _____



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "WESTPARK - VILLAGE CENTER 28" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATED _____
MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. NO. 69879, EXPIRATION DATE: 9/30/18

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "WESTPARK - VILLAGE CENTER 28" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATED _____
TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/19



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "WESTPARK - VILLAGE CENTER 28" AND HAS ACCEPTED, ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, ALL PUBLIC EASEMENTS AND RIGHTS OF WAY HEREON OFFERED FOR DEDICATION, IN ACCORDANCE WITH THE TERMS OF THAT OFFER, AND HAS APPROVED THE ABANDONMENT OF THE EASEMENTS LISTED HEREON WITHIN NOTE 5 ON SHEET 2.

CITY CLERK, CITY OF ROSEVILLE

DATED _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2018, AT _____ M.
IN BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF MORTON & PITALO, INC.

DOCUMENT NO. 2018-_____
PLACER COUNTY RECORDER

FEE: _____ BY: _____
DEPUTY

FINAL MAP OF
WESTPARK - VILLAGE CENTER 28
SUBDIVISION NO. PL17-0058
BEING A SUBDIVISION OF PARCEL 3 WESTPARK - PHASE 1
35 PARCEL MAPS 138, PLACER COUNTY RECORDS, BEING A
PORTION OF SECTION 25, T.11N., R.5E., M.D.M.
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
AUGUST 2018
MORTON & PITALO, INC.

TRUSTEE'S STATEMENT

ORANGE COAST TITLE COMPANY, AS TRUSTEE UNDER DEED OF TRUST RECORDED IN INSTRUMENT 2018-0006825, OFFICIAL RECORDS OF PLACER COUNTY, HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS MAP.

PRINT NAME: _____
TITLE: _____

NOTARY ACKNOWLEDGMENT

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

STATE OF _____
COUNTY OF _____

ON _____, BEFORE ME, _____, A NOTARY PUBLIC

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC, STATE OF _____
PRINT NAME _____
MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY
MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____

TRUSTEE'S STATEMENT

ORANGE COAST TITLE COMPANY, AS TRUSTEE UNDER DEED OF TRUST RECORDED IN INSTRUMENT 2018-0006826, OFFICIAL RECORDS OF PLACER COUNTY, HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS MAP.

PRINT NAME: _____
TITLE: _____

NOTARY ACKNOWLEDGMENT

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

STATE OF _____
COUNTY OF _____

ON _____, BEFORE ME, _____, A NOTARY PUBLIC

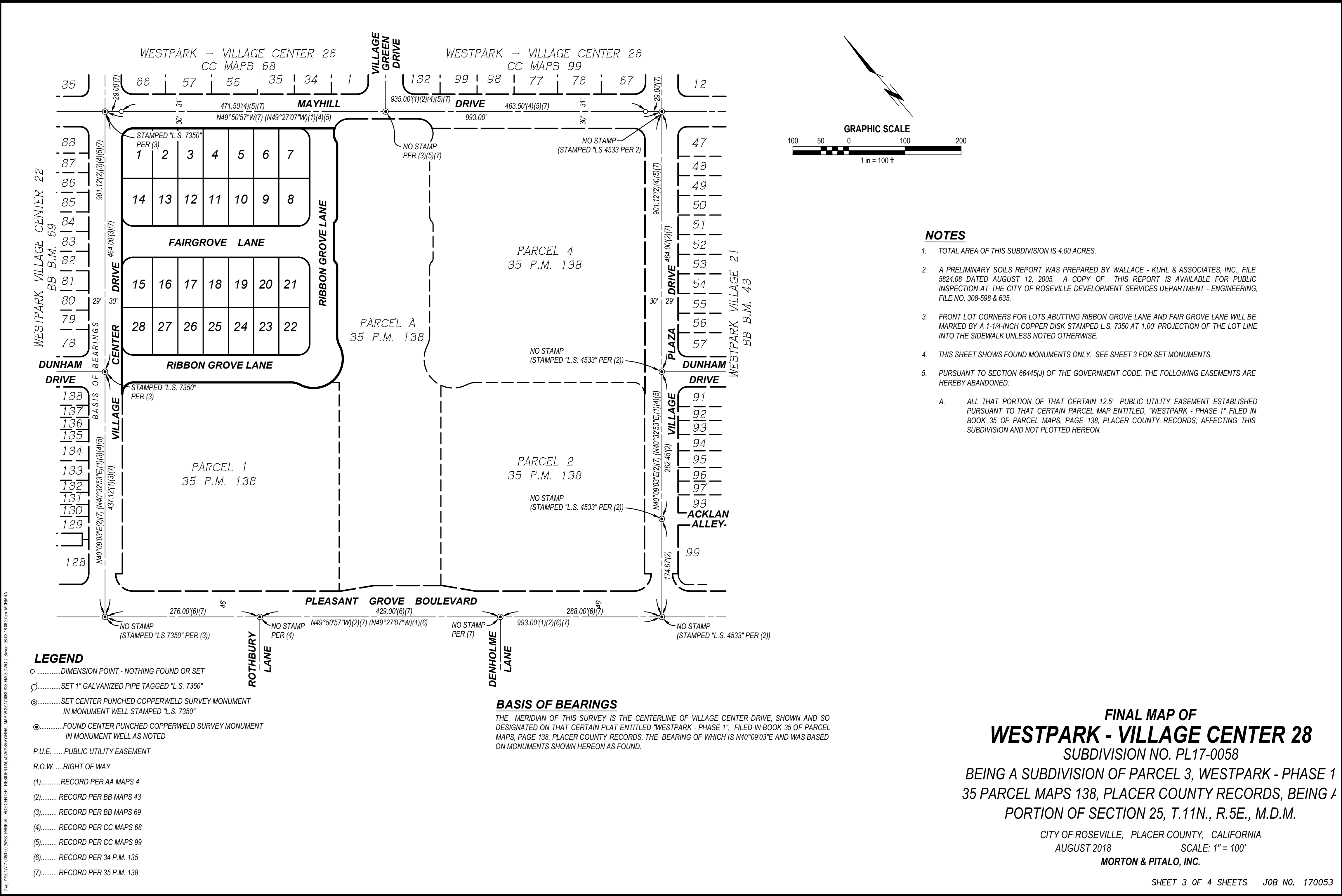
PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC, STATE OF _____
PRINT NAME _____
MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY
MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____

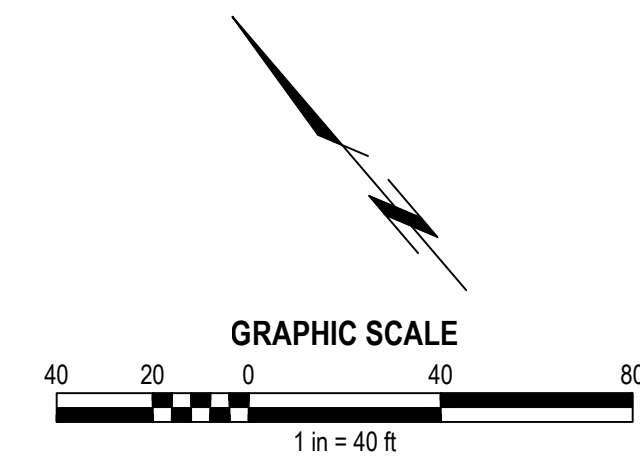
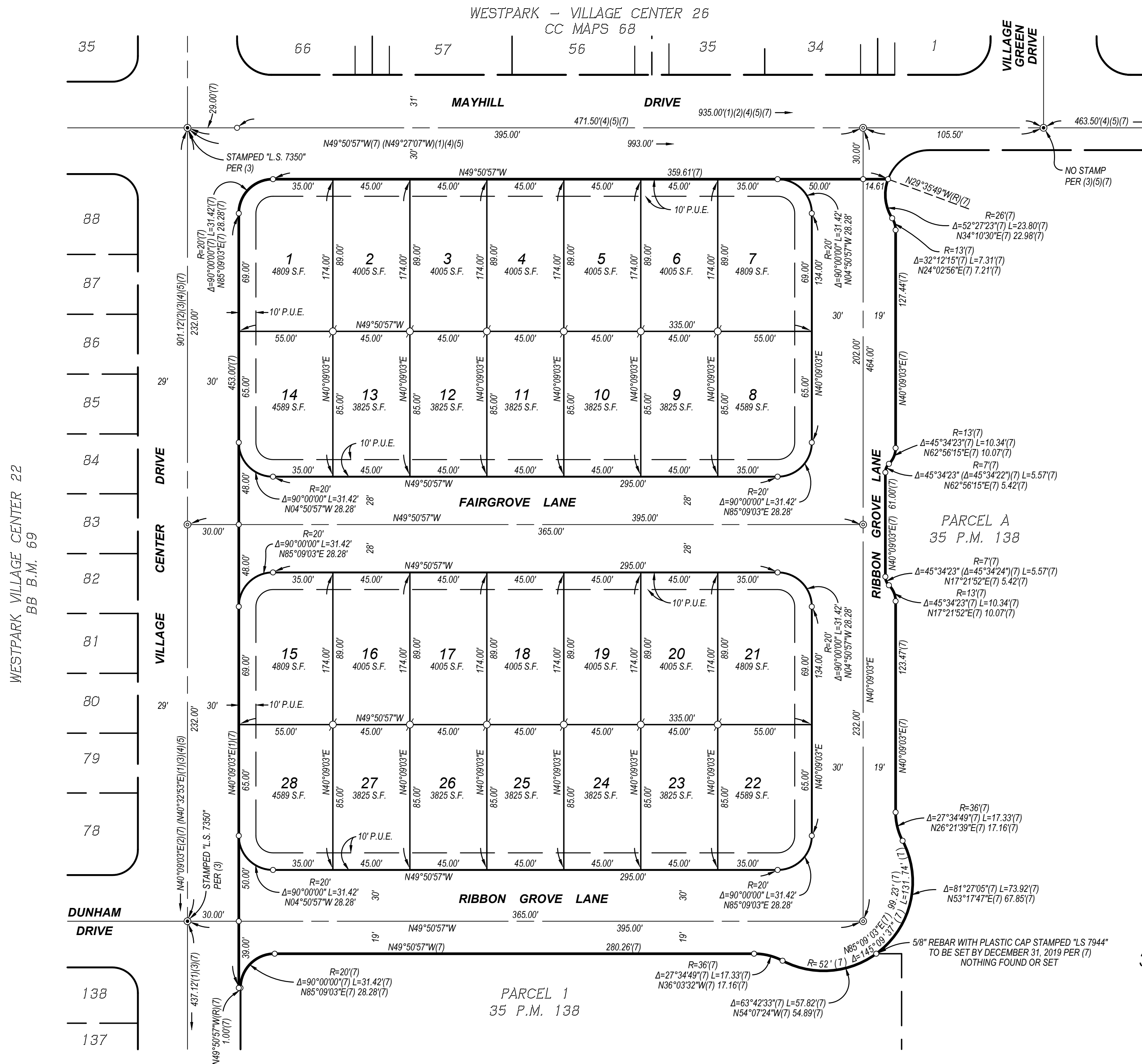
Dwg: Y:\2017\170053\00 WESTPARK VILLAGE CENTER - RESIDENTIAL\DWG\SRV\FINAL MAP V-28\170053-526-FMCDWG | Saved: 06-03-18 08:26am MCHARRA



**FINAL MAP OF
WESTPARK - VILLAGE CENTER 28**

SUBDIVISION NO. PL17-0058
BEING A SUBDIVISION OF PARCEL 3, WESTPARK - PHASE 1
35 PARCEL MAPS 138, PLACER COUNTY RECORDS, BEING A
PORTION OF SECTION 25, T.11N., R.5E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
AUGUST 2018 SCALE: 1" = 100'
MORTON & PITALO, INC.



NOTES

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

PARCEL A
35 P.M. 138

$$\begin{array}{l} R=7'(7) \\ \Delta=45^{\circ}34'23'' (\Delta=45^{\circ}34'24'')(7) \quad L=5.57'(7) \\ N17^{\circ}21'52''E(7) \quad 5.42'(7) \\ R=13'(7) \\ -\Delta=45^{\circ}34'23''(7) \quad L=10.34'(7) \\ N17^{\circ}21'52''E(7) \quad 10.07'(7) \end{array}$$

$R=36'(7)$
 $\Delta=27^{\circ}34'49''(7) \quad L=17.33'(7)$
 $N26^{\circ}21'39''E(7) \quad 17.16'(7)$

- $\Delta=81^{\circ}27'05''(7)$ $L=73.92'(7)$
 $N53^{\circ}17'47''E(7)$ $67.85'(7)$

5/8" REBAR WITH PLASTIC CAP STAMPED "LS 7944"
TO BE SET BY DECEMBER 31, 2019 PER (7)
NOTHING FOUND OR SET

PARCEL 1
35 P.M. 138

R=36'(7)
 $\Delta=27^{\circ}34'49''(7)$ L=17.33'(7)
 N36°03'32"W(7) 17.16'(7)

$$\Delta=63^{\circ}42'33''(7) \quad L=57.82'(7)$$

$$N54^{\circ}07'24''W(7) \quad 54.89'(7)$$

FINAL MAP OF WESTPARK - VILLAGE CENTER 28

SUBDIVISION NO. PL17-0058

BEING A SUBDIVISION OF PARCEL 3, WESTPARK - PHASE 1
35 PARCEL MAPS 138, PLACER COUNTY RECORDS, BEING A
PORTION OF SECTION 25, T.11N., R.5E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA

AUGUST 2018 SCALE: 1" = 40'

MORTON & PITALO, INC.

RESOLUTION NO. 18-368

APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE
AND K. HOVNANIAN AT VILLAGE CENTER, LLC, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement between the City of Roseville and K. Hovnanian at Village Center, LLC, for the Westpark Village Center W-28 Subdivision (Subdivision No. PL17-0058), has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

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

SUBDIVISION AGREEMENT

Westpark Village Center W-28 SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of _____,
20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
K. Hovnanian at Village Center, LLC.,
a limited liability company, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Westpark Village Center Subdivision" (Subdivision
no. PL17-0058; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 27 day of July, 2017, and the final map of the Subdivision
has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in
Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer
County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Morton & Pitalo, Inc., dated March 15, 2018 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before January 31, 2019, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 626,346.50 . One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER 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 SUBDIVIDER '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.

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

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

General Liability

\$2,000,000 per occurrence

\$4,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$4,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

a. Form. SUBDIVIDER 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. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER'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. SUBDIVIDER shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

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

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER 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 SUBDIVIDER, its employees, agents and subcontractors.

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith

purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

John Buller, Director of Land Development
K. Hovnanian at Village Center, LLC
3721 Douglas Blvd., Suite 150
Roseville, CA 95661

Either party may amend its address by giving written notice to the other.

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

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

CITY OF ROSEVILLE, a
municipal corporation,

BY: _____
ROB JENSEN
City Manager

K. Hovnanian at Village Center
a Limited Liability Company

BY:  _____
its: Mike Wyatt, Division President

ATTEST:

and

BY: _____

SONIA OROZCO
City Clerk

BY: _____

its: _____

APPROVED AS TO FORM:

(NOTARIZATION REQUIRED)

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____

MARC STOUT
City Engineer



ACKNOWLEDGMENT

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

State of California
County of Sacramento

On March 12, 2018 before me, Rosa Catanzaro, Notary Public
(insert name and title of the officer)

personally appeared Mike Wyatt
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)





COUNCIL COMMUNICATION

CC #: 9480

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

Title: Westpark Village Center W-29 - Final Map and Subdivision Agreement

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

Meeting Date: 9/5/2018

Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, the rights of way and the easements offered thereon, and approve the abandonment of the easements listed thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services Engineering section has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This map will be creating 28 residential lots.

FISCAL IMPACT

No fiscal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This project is consistent with the West Roseville Specific Plan EIR (SCH# 2002082057) certified by the City of Roseville on February 4, 2004, and a Final Subsequent EIR certified on April 16, 2014.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Acting Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Final Map

Resolution No. 18-369

Subdivision Agreement

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "WESTPARK - VILLAGE CENTER 29"; AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP; HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO PARTICULAR PURPOSES THE FOLLOWING:

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

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

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE TO THE PUBLIC:

(A) EMERALD PARK LANE AND PARKMOOR LANE, AS SHOWN HEREON, INCLUDING ALL THE IMPROVEMENTS THEREON, AS RIGHT-OF-WAY.

K. HOVNANIAN AT VILLAGE CENTER, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

PRINT NAME _____ TITLE _____

NOTARY'S ACKNOWLEDGMENT

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

STATE OF _____
COUNTY OF _____

ON _____, BEFORE ME, _____ A NOTARY PUBLIC,
PERSONALLY APPEARED _____

_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC, STATE OF _____
PRINT NAME _____
MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY
MY COMMISSION EXPIRES _____

FINAL MAP OF
WESTPARK - VILLAGE CENTER 29
SUBDIVISION NO. PL17-0058
BEING A SUBDIVISION OF PARCEL 4 WESTPARK - PHASE 1
35 PARCEL MAPS 138, PLACER COUNTY RECORDS, BEING A
PORTION OF SECTION 25, T.11N., R.5E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
AUGUST 2018
MORTON & PITALO, INC.

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "WESTPARK - VILLAGE CENTER 29" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATED _____
MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. NO. 69879, EXPIRATION DATE: 9/30/18

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "WESTPARK - VILLAGE CENTER 29" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATED _____
TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/19



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "WESTPARK - VILLAGE CENTER 29" AND HAS ACCEPTED, ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, ALL PUBLIC EASEMENTS AND RIGHTS OF WAY HEREON OFFERED FOR DEDICATION, IN ACCORDANCE WITH THE TERMS OF THAT OFFER AND HAS APPROVED THE ABANDONMENT OF THE EASEMENTS LISTED HEREON WITHIN NOTE 5 ON SHEET 2.

CITY CLERK, CITY OF ROSEVILLE

DATED _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2018, AT _____ M.
IN BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF MORTON & PITALO, INC.

DOCUMENT NO. 2018- _____
PLACER COUNTY RECORDER

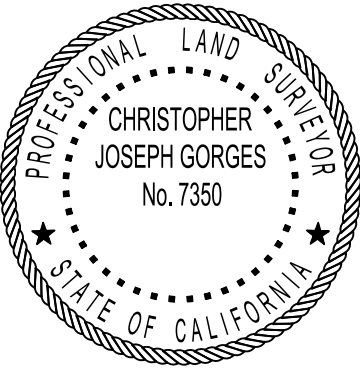
FEE: _____ BY: _____
DEPUTY

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "WESTPARK - VILLAGE CENTER 29" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF VC ROSEVILLE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN SEPTEMBER, 2017. I HEREBY STATE THAT THIS FINAL MAP OF "WESTPARK - VILLAGE CENTER 29" SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, AND THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE MAY 31, 2019 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

CHRISTOPHER J. GORGES, P.L.S. 7350

DATE _____



FINAL MAP OF
WESTPARK - VILLAGE CENTER 29
SUBDIVISION NO. PL17-0058
BEING A SUBDIVISION OF PARCEL 4 WESTPARK - PHASE 1
35 PARCEL MAPS 138, PLACER COUNTY RECORDS, BEING A
PORTION OF SECTION 25, T.11N., R.5E., M.D.M.
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
AUGUST 2018
MORTON & PITALO, INC.

TRUSTEE'S STATEMENT

ORANGE COAST TITLE COMPANY, AS TRUSTEE UNDER DEED OF TRUST RECORDED IN INSTRUMENT 2018-0006825, OFFICIAL RECORDS OF PLACER COUNTY, HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS MAP.

PRINT NAME: _____
TITLE: _____

NOTARY ACKNOWLEDGMENT

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

STATE OF _____
COUNTY OF _____

ON _____, BEFORE ME, _____, A NOTARY PUBLIC

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC, STATE OF _____
PRINT NAME _____
MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY
MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____

TRUSTEE'S STATEMENT

ORANGE COAST TITLE COMPANY, AS TRUSTEE UNDER DEED OF TRUST RECORDED IN INSTRUMENT 2018-0006826, OFFICIAL RECORDS OF PLACER COUNTY, HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS MAP.

PRINT NAME: _____
TITLE: _____

NOTARY ACKNOWLEDGMENT

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

STATE OF _____
COUNTY OF _____

ON _____, BEFORE ME, _____, A NOTARY PUBLIC

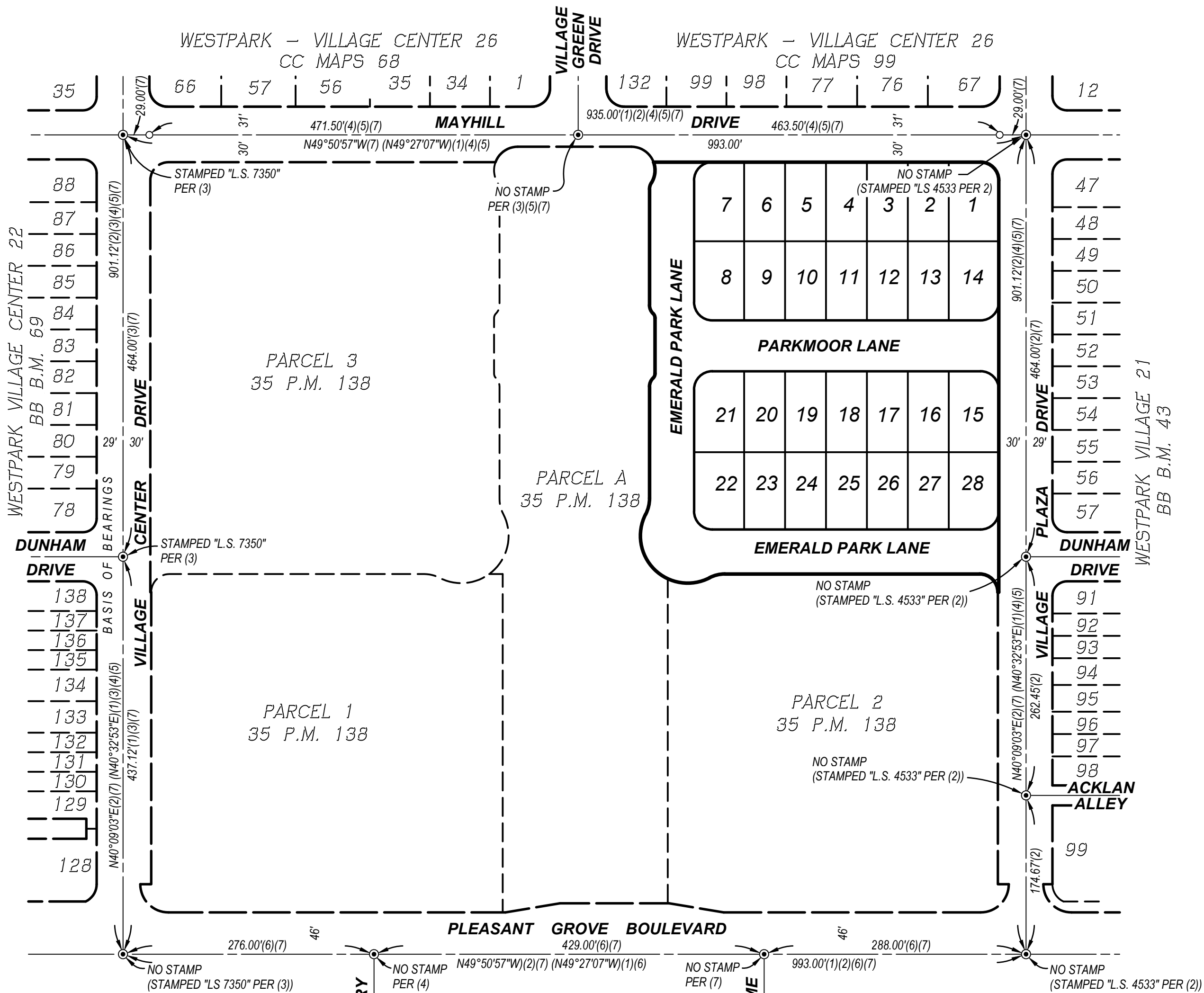
PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC, STATE OF _____
PRINT NAME _____
MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY
MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____

Dwg: Y:\2017\170053\00 WESTPARK VILLAGE CENTER - RESIDENTIAL\DWG\SRV\FINAL MAP V29\170053-526-FINAL.DWG | Saved: 06-03-18 08:34am | MCHARRA



NOTES

- TOTAL AREA OF THIS SUBDIVISION IS 4.00 ACRES.
- A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE - KUHLE & ASSOCIATES, INC., FILE 5824.08 DATED AUGUST 12, 2005. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF ROSEVILLE DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING, FILE NO. 308-598 & 635.
- FRONT LOT CORNERS FOR LOTS ABUTTING RIBBON GROVE LANE AND FAIR GROVE LANE WILL BE MARKED BY A 1-1/4-INCH COPPER DISK STAMPED L.S. 7350 AT 1.00' PROJECTION OF THE LOT LINE INTO THE SIDEWALK UNLESS NOTED OTHERWISE.
- THIS SHEET SHOWS FOUND MONUMENTS ONLY. SEE SHEET 3 FOR SET MONUMENTS.
- PURSUANT TO SECTION 66445(J) OF THE GOVERNMENT CODE, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED:
 - ALL THAT PORTION OF THAT CERTAIN 12.5' WIDE PUBLIC UTILITY EASEMENT ESTABLISHED PURSUANT TO THAT CERTAIN PARCEL MAP ENTITLED, "WESTPARK - PHASE 1" FILED IN BOOK 35 OF PARCEL MAPS, PAGE 138, PLACER COUNTY RECORDS, AFFECTING THIS SUBDIVISION AND NOT PLOTTED HEREON.

LEGEND

-DIMENSION POINT - NOTHING FOUND OR SET
- ⊙.....SET 1" GALVANIZED PIPE TAGGED "L.S. 7350"
- ⊙.....SET CENTER PUNCHED COPPERWELD SURVEY MONUMENT IN MONUMENT WELL STAMPED "L.S. 7350"
- ⊙.....FOUND CENTER PUNCHED COPPERWELD SURVEY MONUMENT IN MONUMENT WELL AS NOTED
- P.U.E.PUBLIC UTILITY EASEMENT
- R.O.W.RIGHT OF WAY
- (1).....RECORD PER AA MAPS 4
- (2).....RECORD PER BB MAPS 43
- (3).....RECORD PER BB MAPS 69
- (4).....RECORD PER CC MAPS 68
- (5).....RECORD PER CC MAPS 99
- (6).....RECORD PER 34 P.M. 135
- (7).....RECORD PER ____ P.M. ____

BASIS OF BEARINGS

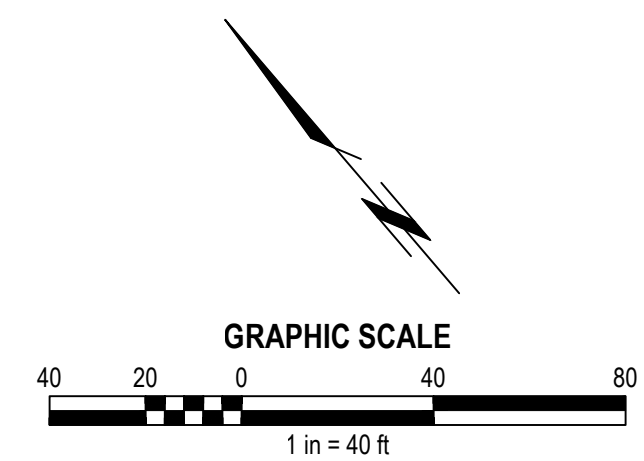
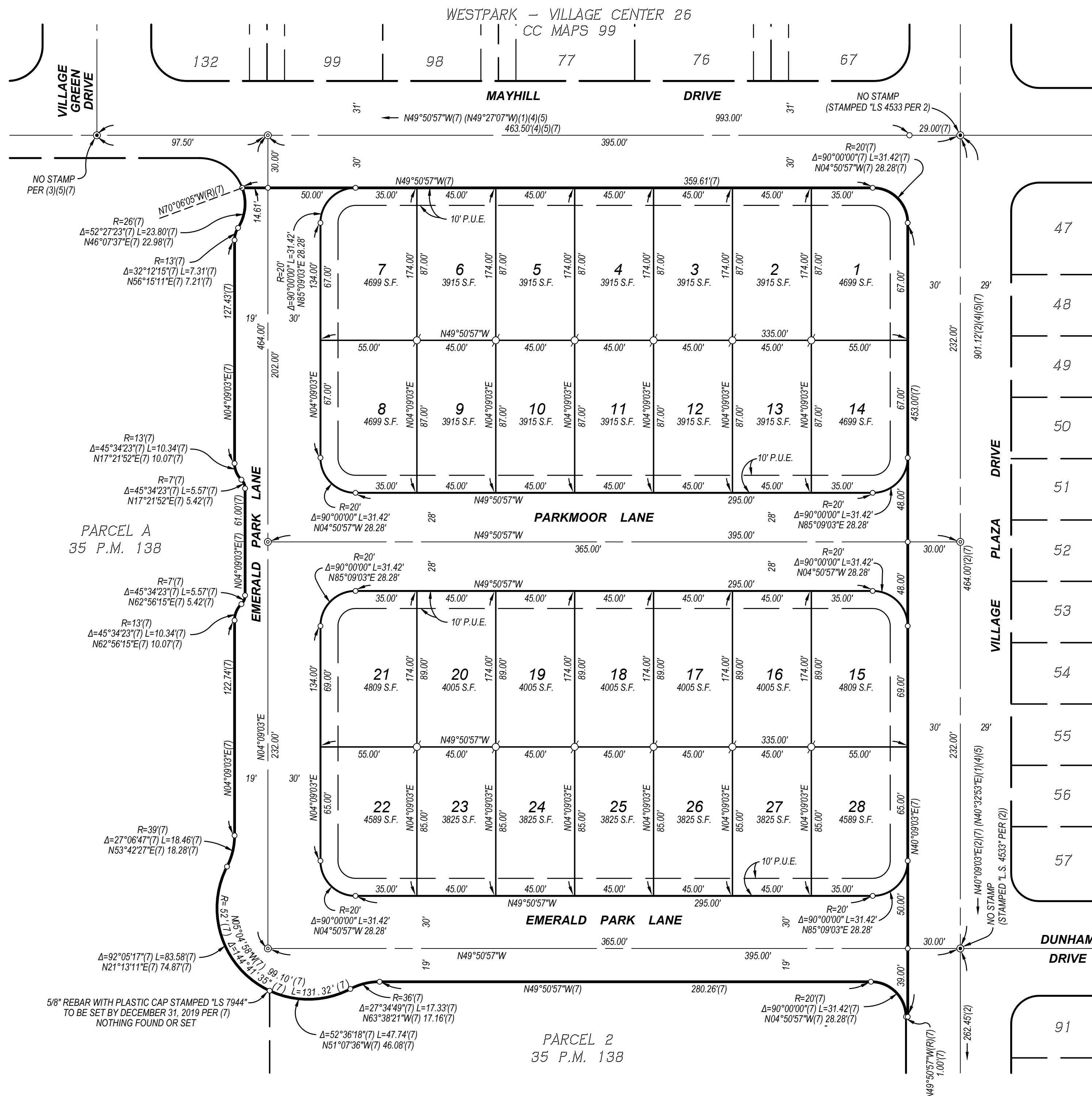
THE MERIDIAN OF THIS SURVEY IS THE CENTERLINE OF VILLAGE CENTER DRIVE, SHOWN AND SO DESIGNATED ON THAT CERTAIN PLAT ENTITLED "WESTPARK - PHASE 1", FILED IN BOOK 35 OF PARCEL MAPS, PAGE 138, PLACER COUNTY RECORDS, THE BEARING OF WHICH IS N40°09'03"E AND WAS BASED ON MONUMENTS SHOWN HEREON AS FOUND.

FINAL MAP OF
WESTPARK - VILLAGE CENTER 29

SUBDIVISION NO. PL17-0058

BEING A SUBDIVISION OF PARCEL 4, WESTPARK - PHASE 1
35 PARCEL MAPS 138, PLACER COUNTY RECORDS, BEING A
PORTION OF SECTION 25, T.11N., R.5E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
AUGUST 2018
MORTON & PITALO, INC.



NOTES

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

FINAL MAP OF WESTPARK - VILLAGE CENTER 29

SUBDIVISION NO. PL17-0058

BEING A SUBDIVISION OF PARCEL 4, WESTPARK - PHASE 1
35 PARCEL MAPS 138, PLACER COUNTY RECORDS, BEING A
PORTION OF SECTION 25, T.11N., R.5E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
AUGUST 2018 SCALE: 1" = 40'
MORTON & PITALO, INC.

Dwg: Y:201717-0053-00 (WESTPARK VILLAGE CENTER - RESIDENTIAL)DWGSRV\FINAL MAP V:29170053-S29-FIN04.DWG | Saved: 08-03-18 08:25am MCHARRA

RESOLUTION NO. 18-369

APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE
AND K. HOVNANIAN AT VILLAGE CENTER, LLC, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement between the City of Roseville and K. Hovnanian at Village Center, LLC, for the Westpark Village Center W-29 Subdivision (Subdivision No. PL17-0058), has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

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

SUBDIVISION AGREEMENT

Westpark Village Center W-29 SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of _____,
20____, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
K. Hovnanian at Village Center, LLC.,
a limited liability company, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Westpark Village Center Subdivision" (Subdivision
no. PL17-0058; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 27 day of July, 2017, and the final map of the Subdivision
has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in
Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer
County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Morton & Pitalo, Inc., dated March 15, 2018 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before January 31, 2019, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 576,993.50 . One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER 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 SUBDIVIDER '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.

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

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE

General Liability

Automobile Liability

LIMITS OF LIABILITY

\$2,000,000 per occurrence

\$4,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$4,000,000 aggregate

\$1,000,000 combined single limit

a. Form. SUBDIVIDER 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. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER'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. SUBDIVIDER shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

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

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER 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 SUBDIVIDER, its employees, agents and subcontractors.

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith

purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

John Buller, Director of Land Development
K. Hovnanian at Village Center, LLC
3721 Douglas Blvd., Suite 150
Roseville, CA 95661

Either party may amend its address by giving written notice to the other.

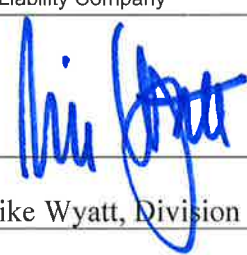
22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

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

CITY OF ROSEVILLE, a
municipal corporation,

BY: _____
ROB JENSEN
City Manager

K. Hovnanian at Village Center
a Limited Liability Company

BY: 
its: Mike Wyatt, Division President

ATTEST:

and

BY: _____

BY: _____

its: _____

SONIA OROZCO
City Clerk

(NOTARIZATION REQUIRED)

APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:  _____

MARC STOUT
City Engineer

ACKNOWLEDGMENT

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

State of California
County of Sacramento

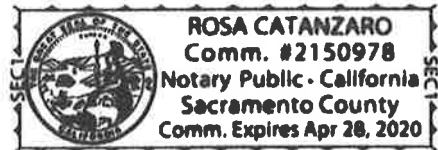
On March 12, 2018 before me, Rosa Catanzaro, Notary Public
(insert name and title of the officer)

personally appeared Mike Wyatt
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)





COUNCIL COMMUNICATION

CC #: 9490
File #: 1002-01

Title: Roseville Community Development Corporation - Agreement Amendment
Contact: Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Meeting Date: 9/5/2018
Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Adopt a Resolution approving the Second Amendment to the Agreement between the City of Roseville and the Roseville Community Development Corporation (RCDC) for the Advancement of Economic Development; and
2. Authorize the City Manager to execute the Second Amendment to the Agreement between the City of Roseville and the RCDC and Grant Deed on behalf of the City of Roseville, as identified in Attachments 1 and 2.

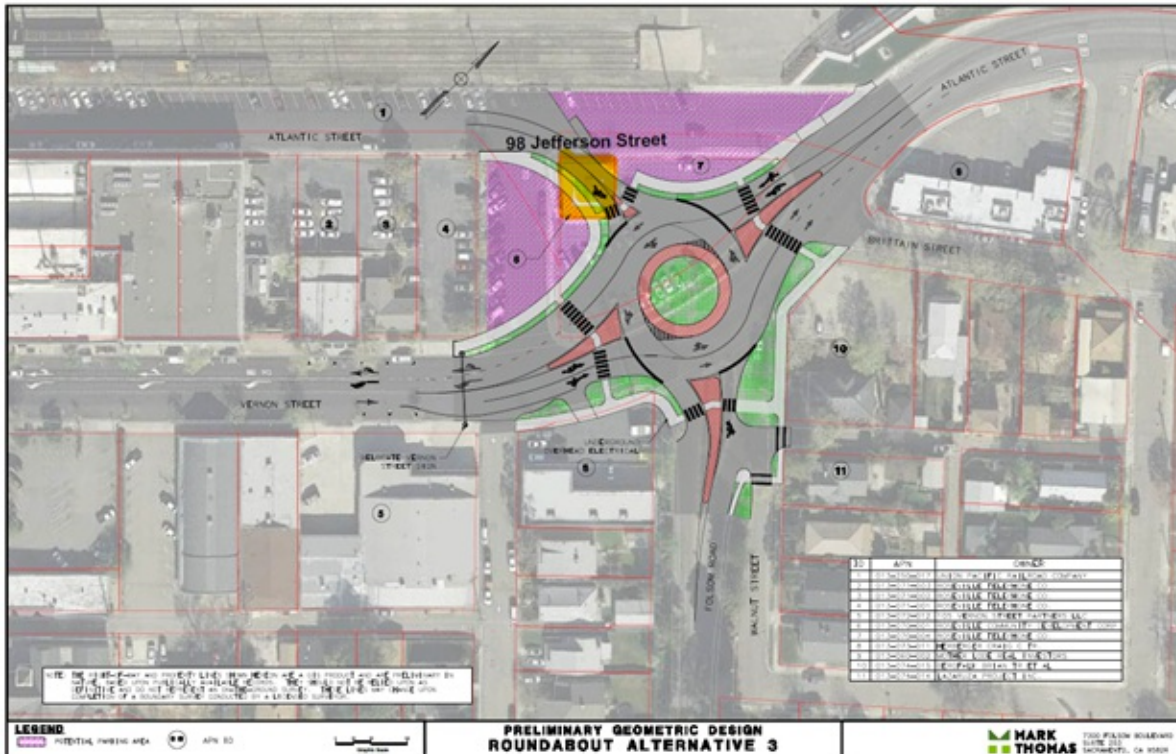
The Second Amendment to the Agreement between the City and RCDC, results in the City's acquisition of real property located at 98 Jefferson Street to be used as future right of way for the Vernon Street/Folsom Road roundabout and reduces the amount of the City loan to the RCDC by fifty-five thousand dollars (\$55,000, applied to principal) from \$1,530,951 to \$1,475,951.00, as set forth in the agreement and grant deed documents.

BACKGROUND

In April 2009, the City Council adopted the Downtown Specific Plan (DTSP) which encompasses 176 acres and includes the Historic Old Town, Vernon Street District, and Royer and Saugstad Parks. The DTSP identifies the need for a realignment of the Vernon Street/Atlantic Street intersection to improve traffic circulation. Specifically, Vernon Street through Downtown Roseville is a two-lane collector road with on-street parking and a posted speed limit of 25 miles per hour. As Vernon Street heads northeast from the Lincoln Street intersection, it curves to the north where it becomes Atlantic Street, which has a posted speed limit of 40 miles per hour. This curve and the varying speed limits create circulation and safety concerns for vehicles and pedestrians.

In 2017 the Public Works Department hired Mark Thomas & Co. to evaluate the feasibility of a roundabout at the Vernon Street/Folsom Road intersection. The result of their evaluation was that a roundabout in this location was feasible and would result in a level of service (LOS) improvement. More importantly, the roundabout would improve access and safety for pedestrians. Below is a preliminary geometric design for one of the alternatives that Mark Thomas

& Co. prepared.



On August 15, 2018 the City Council authorized staff to apply for \$3,423,000.00 in Highway Safety Improvement Program (HSIP) grant funds for the future Vernon Street/Folsom Road roundabout.

The City retained Integra Realty Resources (IRR) services to prepare a property appraisal for 98 Jefferson Street, Roseville, CA. The property appraisal was received on June 25, 2018. The appraisal determined the fair market value to be \$55,000.00, see Attachment 3. The City reached agreement with the RCDC for the appraised value and a resulting reduction in the loan amount of \$55,000 (applied to principal) from \$1,530,951 to \$1,475,951.00, as identified in Attachment 1.

The acquisition of 98 Jefferson Street will secure necessary right of way and facilitate development of the future Vernon Street/Folsom Road roundabout when funding is secured.

FISCAL IMPACT

The Economic Development Department requests that the City Council approve the Second Amendment to the Agreement between the City and RCDC for the acquisition of real property located at 98 Jefferson Street to be used as future right of way for the Vernon Street/Folsom Road roundabout. This Amendment reduces the amount of the City loan to the RCDC by fifty-five thousand dollars (\$55,000, applied to principal) from \$1,530,951.00 to \$1,475,951.00 and secures the required property necessary to facilitate development of the roundabout when funding is secured. No other General Fund monies will be spent on this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

The Second Amendment to the Agreement between the City of Roseville and RCDC itself will not have a direct impact on economic development or job creation. There are no long term jobs associated with this project; however the future construction of the Vernon Street/Folsom Road roundabout will generate short term construction jobs. Additionally, the roundabout will result in improved traffic circulation and enhanced pedestrian safety at this intersection.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Laura Matteoli, Acting Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-375

2nd Amendment to the City of Roseville and Roseville Community Development Corporation Agreement for the Advancement of Economic Benefit

Grant Deed

IRR appraisal

RESOLUTION NO. 18-375

APPROVING A SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE COMMUNITY DEVELOPMENT CORPORATION FOR THE ADVANCEMENT OF ECONOMIC DEVELOPMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Second Amendment to Agreement between the City of Roseville and the Roseville Community Development Corporation for the Advancement of Economic Development, regarding the property located at 98 Jefferson Street, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record the Grant Deed for the property located at 98 Jefferson Street with the Placer County Recorder, on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**SECOND AMENDMENT TO
AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE
ROSEVILLE COMMUNITY DEVELOPMENT CORPORATION FOR THE
ADVANCEMENT OF ECONOMIC DEVELOPMENT**

THIS SECOND AMENDMENT TO AGREEMENT between the City of Roseville and the Roseville Community Development Corporation for the Advancement of Economic Development ("Second Amendment") is made and entered into this ____ day of _____, 20____, by and between the City of Roseville, a municipal corporation ("City"), and the Roseville Community Development Corporation, Inc., a California non-profit public benefit corporation ("Corporation"). City and Corporation are sometimes referred to collectively herein as the "Parties."

W I T N E S S E T H:

WHEREAS, on May 2, 2012, City and Corporation entered into that certain "Agreement between the City of Roseville and the Roseville Community Development Corporation for the Advancement of Economic Development" ("Original Agreement") whereby City loaned one million five hundred thirty thousand, nine hundred fifty-one dollars (\$1,530,951.00) to Corporation in order to assist Corporation in providing economic development activities within the City of Roseville ("City Loan"); and

WHEREAS, the Original Agreement required Corporation to repay all principal and interest within twenty (20) years from the date of the first disbursement, according to an amortization schedule, with payments to start in the tenth year; and

WHEREAS, the Original Agreement gave Corporation the right to prepay the outstanding principal and accrued interest owing on the City Loan, in whole or in part, at any time and without penalty; and

WHEREAS, on March 18, 2015, City and Corporation entered into that certain “First Amendment to Agreement between the City of Roseville and the Roseville Community Development Corporation for the Advancement of Economic Development” (“First Amendment”) whereby City provided grant funds to Corporation which are not required to be repaid (the Original Agreement as amended by the First Amendment shall be referenced herein as the “Agreement”); and

WHEREAS, on February 7, 2018, the Roseville City Council and Corporation Board held a joint meeting whereby the City Council passed a motion directing Corporation to proceed with due diligence toward a strategic pause of Corporation’s activities; and

WHEREAS, as part of the strategic pause of activities, the Council directed Corporation to proceed in a manner that resolves all liabilities and liquidates all assets, including real estate assets, so that Corporation could repay the City Loan; and

WHEREAS, in August of 2012, Corporation acquired real property located at 98 Jefferson Street in Roseville (APN 013-070-001) (“the Subject Property”); and

WHEREAS, the Subject Property is currently improved with a paved parking lot and has a recently appraised value of fifty-five thousand dollars (\$55,000); and

WHEREAS, the Subject Property is needed by City for a future roundabout that is planned along Vernon Street and is included on the City’s ten (10) year Capital Improvement Project (“CIP”) list; and

WHEREAS, City is willing to accept conveyance of the Subject Property from Corporation and in return will reduce the amount of the City Loan by fifty-five thousand dollars (\$55,000); and

WHEREAS, the Parties desire to amend the Agreement to modify certain terms and conditions of the Agreement, all as set forth hereinbelow.

NOW, THEREFORE, the Parties agree as follows:

1. Conveyance of Subject Property. Corporation hereby agrees to transfer and convey the Subject Property to City, and City hereby agrees to accept the Subject Property from Corporation, subject to the terms and conditions set forth in this Second Amendment. City agrees to accept the conveyance of the Subject Property in the property's as-is condition without any representation or warranty. Corporation has executed or will execute a Grant Deed within five (5) calendar days of full execution of this Second Amendment in a form satisfactory to the Roseville City Attorney, conveying the Subject Property to City. Recordation of the Grant Deed shall be at the request of City pursuant to California Government Code provisions governing recordation of grant deeds by a local agency.

2. Reduction in City Loan. In consideration of conveyance of the Subject Property, City hereby agrees to reduce the City Loan balance by fifty-five thousand dollars (\$55,000). Accordingly, Section 4.01 of the Original Agreement is hereby modified to revise the City Loan amount from one million five hundred thirty thousand, nine hundred fifty-one dollars (\$1,530,951.00) to one million four hundred seventy-five thousand, nine hundred fifty-one dollars (\$1,475,951.00).

3. Full Force and Effect. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Second Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and the Roseville Community Development Corporation has authorized the execution of this Second Amendment to Agreement by its Chief Executive Officer and attested to by its Secretary acting pursuant to a duly adopted resolution of its Board of Directors.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

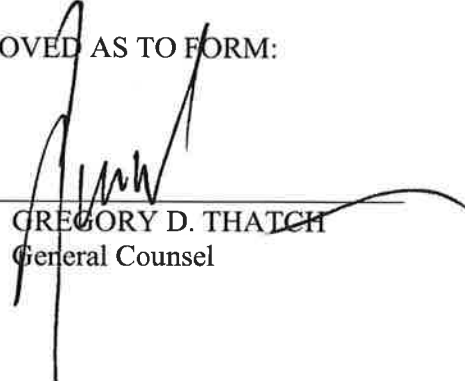
ROSEVILLE COMMUNITY
DEVELOPMENT CORPORATION, INC.,
a California non-profit public benefit
corporation

BY: 
MICHAEL ISOM
Chief Executive Officer

ATTEST:

BY: 
JOHN NORMAN
Secretary

APPROVED AS TO FORM:

BY: 
GREGORY D. THATCH
General Counsel

APPROVED AS TO SUBSTANCE:

BY: 
LAURA MATTEOLI
Acting Economic Development Director

RECORDING REQUESTED BY
AND WHEN RECORDED,
RETURN TO:

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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
ROSEVILLE COMMUNITY DEVELOPMENT CORPORATION, INC., a California non-profit
corporation, hereby GRANT(s) to THE CITY OF ROSEVILLE, a municipal corporation, the
following described real property in the City of Roseville, County of Placer, State of California:

See Exhibit "A" (legal description), attached hereto and incorporated herein by reference.

Dated this _____ day of _____, 2018.

(Notarization Required)

Exhibit "A"
Legal Description

That certain parcel of land situate, lying and being in the Northeast quarter of Section 2, Township 10 North, Range 6 East, Mount Diablo Meridian, described as follows:

Beginning at a point that bears South 39° 30' 41" West, 306.82 feet from the Northeast corner of said Section 2; thence South 40° 27" East, 50.00 feet: thence South 45° 47' 30" West, 46.57 feet to a point in the Northeasterly line of Jefferson Street; thence North 44° 05' West, along said line of Jefferson Street, 50.00 feet: thence North 45° 55' East, 49.74 feet to the point of beginning.

APN: 013-070-001-000

Appraisal of Real Property

98 Jefferson Street

Vacant Land

Roseville, Placer County, California 95678

Prepared For:

City of Roseville

Effective Date of the Appraisal:

June 25, 2018

Report Format:

Restricted Appraisal Report

IRR - Sacramento

File Number: 193-2018-0308





98 Jefferson Street
Roseville, California



June 27, 2018

Laura Matteoli
Acting Economic Development Director
Economic Development Department
City of Roseville
311 Vernon Street
Roseville, CA 95678

SUBJECT: Market Value Appraisal
 98 Jefferson Street
 Roseville, Placer County, California 95678
 IRR - Sacramento File No. 193-2018-0308

Dear Ms. Matteoli:

Integra Realty Resources – Sacramento is pleased to submit the following Restricted Appraisal Report containing an opinion of value of the fee simple interest in the referenced property. The report is intended to comply with the requirements for a Restricted Appraisal Report contained in Standards Rule 2-2 (b) of the Uniform Standards of Professional Appraisal Practice (USPAP). As such, it presents no discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the opinion of value. The opinions and conclusions set forth in the report may not be understood properly without additional information in the appraiser's work file. Use of the report is restricted to the client.

Identification of Subject

The subject property represents a commercially-zoned parcel located at the eastern corner of Jefferson and Atlantic Streets, north of Vernon Street, within the city of Roseville, Placer County, California. The subject's is comprised of a single Assessor's parcel encompassing 2,323 square feet of land area and is identified as 013-070-004. As of the date of value, site improvements have been installed and the property is used as a paved and striped parking lot; however, these on-site improvements are deemed to provide no contributory value to the subject property, as a new development project would require removal or reconfiguration of the parking lot improvements. Further, continued long-term use as a parking lot is not the maximally productive use of the subject property.

Property Identification

Address	98 Jefferson St. Roseville, California 95678
Tax ID	013-070-001
Owner of Record	Roseville Community Development Corporation, LLC

Purpose of the Appraisal

The purpose of the appraisal is to develop an opinion of the fair market value of the fee simple interest in the property as of the effective date of the appraisal, June 25, 2018. The date of the report is June 27, 2018. The appraisal is valid only as of the stated effective date or dates.

Intended Use and User

The intended use of the appraisal is for property acquisition purposes. The client and sole intended user is City of Roseville. According to Standards Rule 2-2 (b) of USPAP, no party other than the client may use a Restricted Appraisal Report. Integra Realty Resources – Sacramento is not responsible for unauthorized use of this report.

Sale History

To the best of our knowledge, no sale or transfer of ownership has taken place within a three-year period prior to the effective appraisal date.

Pending Transactions

To the best of our knowledge, the property is not subject to an agreement of sale or an option to buy, nor is it listed for sale, as of the effective appraisal date.

Definition of Fair Market Value

Fair market value is defined as:

- A) "The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available."
- B) "The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable."

(Source: Code of Civil Procedure, Section 1263.320)

Prior Services

We have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Scope of Work

Lance Jordan, MAI, conducted an on-site inspection of the property on June 25, 2018. Ligia Dejeu also conducted an on-site inspection on June 25, 2018.

We identified the subject through a parcel map and a legal description contained in the grant deed (a copy of which is located within the addenda to this report), and assembled information about the characteristics of the property that are relevant to its probable use and market value.

Valuation Methodology

The methodology employed in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

We used only the sales comparison approach to develop an opinion of value for the subject. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis.

In the sales comparison approach, we searched for sale transactions within the following parameters:

- Location: The subject's immediate downtown Roseville location and throughout Placer County.
- Size: Less than one acre
- Use: Vacant land zoned for commercial uses
- Transaction Date: Within the past three years

We researched and assembled data for the most relevant sales and confirmed the arms-length nature of the sales with parties to the transaction or secondary sources. The sales were then analyzed to develop a value indication for the subject.

The cost approach is not applicable because there are no improvements that contribute value to the property, and the income approach is not applicable because the subject is not likely to generate rental income in its current state.

Highest and Best Use

The highest and best use of the subject as vacant land is for assemblage with the adjacent property and hold for future development of office, retail and/or mixed-use.

Conclusion of Value

Value Conclusion			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Fair Market Value	Fee Simple	June 25, 2018	\$55,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. None

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. None

The data and analysis used to develop the opinion of value are retained in our work file.

Exposure and Marketing Times

Based on the concluded market value stated previously, it is our opinion that the probable exposure and marketing times are as follows:

Exposure Time and Marketing Period	
Exposure Time (Months)	12
Marketing Period (Months)	12

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Lance Jordan, MAI, has made a personal inspection of the property that is the subject of this report. Ligia Dejeu has also personally inspected the subject.
12. No one provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. As of the date of this report, Lance Jordan, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
15. As of the date of this report, Ligia Dejeu has completed the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.



Lance Jordan, MAI
Senior Managing Director
California Certificate # AG012709



Ligia Dejeu
Certified General Real Estate Appraiser
California Certificate # 3004823

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during

- the period covered by our analysis will vary from our estimates, and the variations may be material.
18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
 19. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
 20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. Integra Realty Resources – Sacramento, Integra Realty Resources, Inc., Integra Strategic Ventures, Inc. and/or any of their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
 21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
 22. Integra Realty Resources – Sacramento is not a building or environmental inspector. Integra Sacramento does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
 23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
 24. It is expressly acknowledged that in any action which may be brought against any of the Integra Parties, arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, and/or any other related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further acknowledged

- that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with intentional misconduct. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.
25. Integra Realty Resources – Sacramento, an independently owned and operated company, has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
 26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
 27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.
 28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. None

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. None
-



COUNCIL COMMUNICATION

CC #: 9501
File #: 0800-03

Title: Electric Utility Wildfire Mitigation Assessment
Contact: Paul Cummings 916-774-5640 pcummings@roseville.ca.us

Meeting Date: 9/5/2018
Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution determining that the City of Roseville has no areas of significant risk of catastrophic wildfire resulting from electric lines and equipment within Roseville Electric's service area limits. Governing boards of publicly owned electric utilities in California are required to take this action under state law. There is no fiscal impact associated with the approval of this resolution.

BACKGROUND

Senate Bill 1028 (SB 1028) adopted California Public Utilities Code section 8387, requiring the governing board of each publicly owned utility (POU) to determine, based on historical data and local experience, and in consultation with fire response agencies, whether any portion of the geographical area in which the POU's overhead electrical lines and equipment are located has a significant risk of catastrophic wildfire resulting from those electrical lines and equipment.

Based upon historical data, local experience, in consultation with the City of Roseville's Fire Department, and referencing the California Public Utilities Commission's (CPUC) statewide High Fire Threat District Maps, City staff has determined that there are no areas of significant risk of catastrophic wildfire resulting from electrical lines and equipment within the geographical area in which Roseville Electric Utility's overhead electrical lines and equipment are located. The geographical area in which the utility's overhead electrical lines and equipment are located is the City of Roseville municipal boundaries. The City of Roseville is not currently located within a CPUC designated fire-threat area nor a United States Forest Service/Cal Fire designated high hazard zone.

The City of Roseville is a participant and member of two Joint Powers Agencies - the Northern California Power Agency and Transmission Agency of Northern California. Both agencies own, maintain and operate electrical equipment which is located in various locations, all outside of the City of Roseville's municipal boundaries. Both agencies will ask their governing boards to make similar determinations for the geographical area in which their overhead lines and equipment are located.

As a precautionary measure, to address wildfire sensitive areas and other possible electrical

emergencies, the electric utility developed and implemented a utility preparedness plan. The following are primary elements of the 2018 Preparedness Plan:

- Designated City Wildland Fire Sensitive Area's (CWFSAs)
- Bolstered inspection procedures for overhead electric assets within the CWFSAs
- Performed a tree trimming contractor wildland prevention plan review
- Developed an Overhead Facility Fire Risk Assessment (OFFRA)
- Established Electrical Emergencies Preparedness Procedures, including:
 - o Underfrequency Load Shedding
 - o Undervoltage Load Shedding
 - o Energy Emergency Procedures
 - o Load Shedding Procedures
 - o Black System Start Plan
 - o City System Restoration Priority List
 - o Emergency Operation Capabilities
- Improved Emergency Response Preparedness
 - o Department Operation Center (DOC)/Emergency Operation Center (EOC) Procedures

The utility preparedness plan goes beyond the requirements in Senate Bill 1028, which requires a plan only if a utility has areas of “significant risk of catastrophic wildfire”. To meet the requirements of SB 1028, staff requests Council adopt a resolution determining that the City of Roseville has no areas of “significant risk of catastrophic wildfire” resulting from electrical lines and equipment within the electric department's service area.

FISCAL IMPACT

There is no fiscal impact associated with the approval of this resolution.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Paul Cummings, Assistant Electric Utility Director

Michelle Bertolino, Electric Utility Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-385

RESOLUTION NO. 18-385

DETERMINING ROSEVILLE ELECTRIC UTILITY
WILDFIRE MITIGATION ASSESSMENT

WHEREAS, Senate Bill 1028 was approved by the Governor and went into effect in January 2017, which requires each local publicly owned electric utility (POU) to construct, maintain and operate its electrical lines and equipment in a manner that will minimize the risk of catastrophic wildfire posed by those electrical lines and equipment; and

WHEREAS, the law requires the governing board of a POU to determine whether or not any portion of the geographical area where the POU has overhead electrical lines and equipment has a significant risk of catastrophic wildfire resulting from those electrical lines and equipment; and

WHEREAS, based on historical fire data and local conditions and based on joint research with the Roseville Fire Department, and referencing the California Public Utilities Commission's statewide High Fire Threat District maps, it is staff's conclusion that there are no areas of "significant risk of catastrophic wildfire" resulting from electric lines and equipment in the City of Roseville; and

WHEREAS, as a precautionary measure, to address wildfire sensitive areas and other possible electrical emergencies, the electric utility developed and implemented a utility preparedness plan; and

WHEREAS, to meet the requirements of SB 1028, staff requests Council adopt a resolution determining that the City of Roseville has no areas of "significant risk of catastrophic wildfire" resulting from electrical lines and equipment within the electric department's service area.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City of Roseville has no areas of "significant risk of catastrophic wildfire" resulting from electrical lines and equipment within the electric department's service area.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 9493

File #: 0900-02-02-1

Title: 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation - Notice of Completion

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

Meeting Date: 9/5/2018

Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council accept the 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project (#183501) as complete and authorize the Director of Environmental Utilities to execute the Notice of Completion.

BACKGROUND

On October 18, 2017, City Council awarded a construction contract to Madsen Roofing and Waterproofing, Inc. for the 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project. The limits of the project are shown in the Notice of Completion.

On April 16, 2018, the City's Environmental Utilities Department completed final inspection of the project and found the work to be completed in accordance with the improvement plans and specifications.

On April 24, 2018, the City's Development Services Building Division completed final inspection of the project and found the work to be completed in accordance with the re-roof permit requirements and is now ready for acceptance.

No stop payment notices or preliminary notices were filed with the City Clerk during the project.

In accordance with the Warranty for New Roofs issued by the roofing supplier Tremco, Inc., the contractor (Madsen Roofing and Waterproofing, Inc.) shall guarantee the installation of all improvements for a period of two (2) years from the date of April 16, 2018. Additionally, recurring warranty inspections and limited housekeeping services will be performed by Tremco, Inc. in year two (2), year five (5), and year ten (10) of this warranty.

FISCAL IMPACT

A construction contract for \$112,511.00 was awarded to Madsen Roofing and Waterproofing, Inc. for the 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project. Council also approved an allowance to pay construction contract change orders of up to 10% (\$11,251.10) of the award price, for a not to exceed total cost of \$123,762.10. The total amount of change orders occurring throughout the project totaled \$3,948.88 resulting in a total contract price of \$116,459.88. The additional construction change order costs were necessary to properly seal (64) safety handrail plate wall penetrations located on top of the Blower and Digester Control buildings.

The project was funded under the Wastewater Rehabilitation Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

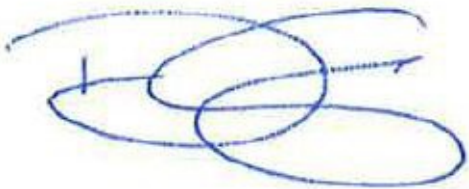
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Jonathan Cummings, Assistant Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-378

Notice of Completion

Exhibit A

RESOLUTION NO. 18-378

ACCEPTING THE PUBLIC WORK KNOWN AS THE 2017 DRY CREEK WASTEWATER TREATMENT PLANT ROOF REHABILITATION 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 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation 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 _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

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

NOTICE OF COMPLETION

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

The general contractor on said project was _____.
The surety on said project was _____.

City of Roseville

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

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

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.

City of Roseville

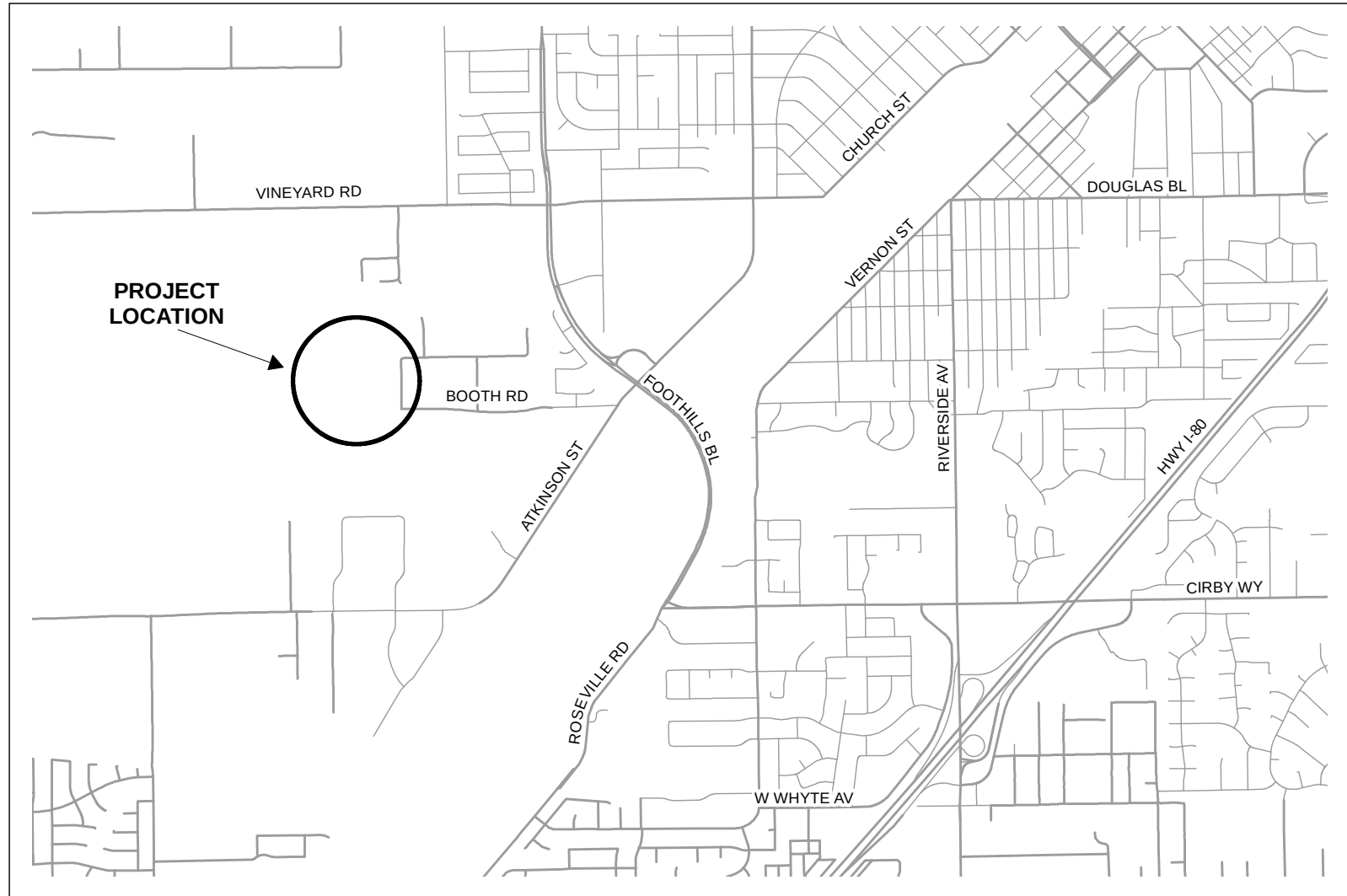
State of California)
County of Placer)

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

Notary Public in and for said County and State

EXHIBIT "A"

2017 DRY CREEK WASTEWATER TREATMENT
PLANT ROOF REHABILITATION PROJECT





COUNCIL COMMUNICATION

CC #: 9499

File #: 0900-02-01

Title: Barton Road Water Treatment Plant Two Million Gallon Tank Rehabilitation Project – Professional Design Services Agreement
Contact: George Hanson 916-746-1764 ghanson@roseville.ca.us

Meeting Date: 9/5/2018

Item #: 7.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve a Professional Design Services Agreement for Design and Construction Management Services for the Barton Road Water Treatment Plant Two Million Gallon Tank Rehabilitation Project in the amount of \$430,787.18 to Quincy Engineering and adopt a resolution authorizing the City Manager to execute it.

BACKGROUND

The City of Roseville's surface water supply comes from Folsom Lake. The water is then treated at the Barton Road Water Treatment Plant (BRWTP) in Granite Bay. The BRWTP has a buildout treatment capacity of 100 million gallons per day (MGD). This facility is essential to providing drinking water for the residents of the City. Raw water treatment consists of these primary processes: flocculation/sedimentation, clarification, filtration and disinfection. Currently the BRWTP treats an average of 50 MGD.

The 2 MGD Tank is one of two potable water storage facilities at the BRWTP. The tank was constructed approximately fifty (50) years ago. A condition assessment of the tank was conducted earlier and that work identified the need to rehabilitate the tank to bring it into compliance with current seismic and safety codes.

A solicitation for proposals was made on December 22 2017, for design and construction management services for the project. On January 26 2018, four proposals were received. The proposals were evaluated by a Proposal Evaluation Committee comprised of Environmental Utilities (EU) Department staff. The proposals were ranked based on the evaluation criteria specified in the Request for Proposals. Stantec Consulting Services Inc.(SCSI) proposal was ranked highest. However, during negotiations with EU staff, contrary to what was stated in their proposal, SCSI indicated they will not provide full structural design and related construction services. SCSI proposed an option for the structural design/construction task, which increased their fee by approximately 50%. Staff, therefore discontinued negotiations with them, and has successfully completed negotiations with Quincy Engineering, the second ranked consultant.

Quincy Engineering's scope of work will include:

- Conducting a Condition Assessment
- Developing a Preliminary Design Report
- Final Engineering and Construction Documents Preparation
- Assisting City staff with the construction contract bidding process
- Providing Engineering Support During Construction, and
- Construction Management Services

The scope of work is included in the Professional Design Services Agreement which is attached as Exhibit A.

FISCAL IMPACT

Funding for this project is from the Water Rehabilitation Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

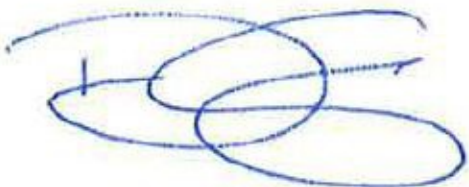
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The proposed contract award for professional design services does not include the potential for a significant environmental effect, and therefore is not subject to CEQA. Appropriate CEQA environmental documentation will be prepared under a separate contract and presented to Council for approval prior to the 2 MG Tank Rehabilitation construction contract authorization.

Respectfully Submitted,

George Hanson, Senior Engineer

Richard Plecker, Environmental Utilities Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a solid horizontal line.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-383

Professional Design Services Agreement

RESOLUTION NO. 18-383

APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND QUINCY ENGINEERING, INC., AND AUTHORIZING
THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a professional design services agreement regarding design and construction management services for the Barton Road Water Treatment Plant two million gallon tank rehabilitation project, by and between the City of Roseville and Quincy Engineering, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL DESIGN SERVICES AGREEMENT

Design and Construction Management Services –
Barton Road Water Treatment Plant Two Million Gallon Tank Rehabilitation Project

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

W I T N E S S E T H:

WHEREAS, CITY desires professional design services consisting of design and
construction management services for the Barton Road Water Treatment Plant Two Million
Gallon Tank Rehabilitation project; and

WHEREAS, CONSULTANT has prepared a proposal dated August 2, 2018, 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
design services related to design and construction management services for the Barton Road
Water Treatment Plant Two Million Gallon Tank Rehabilitation project.

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 four hundred thirty thousand, seven hundred eighty-seven dollars and eighteen cents (\$430,787.18).

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

3. Indemnification. 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. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

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	\$2,000,000 each occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$2,000,000 per claim \$4,000,000 aggregate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. 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.

9. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

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

14. Representation 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.

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

16. Copyright, Ownership and Use of Materials. All tangible materials ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, 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, 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.

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

18. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance 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.

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

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

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

CITY OF ROSEVILLE

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

CONSULTANT

D. Todd Kotey
Principal-In-Charge
3400 Douglas Boulevard, Ste. 190
Roseville, CA 95661

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

QUINCY ENGINEERING, INC., a
California corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
RICHARD PLECKER
Environmental Utilities Director

BY: 
its: President

and

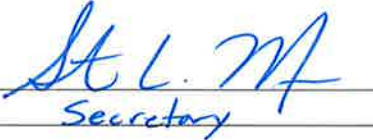
BY: 
its: Secretary

EXHIBIT “A”



August 2, 2018

Jonathan Cummings, P.E.
City of Roseville
311 Vernon Street
Roseville, CA 95678

Re: Request for Proposal for the Design and Construction Management Services for the Barton Road Water Treatment Plant Two Million Gallon Tank Rehabilitation Project

Dear Jonathan:

Thank you for the opportunity to propose on the City of Roseville's (City's) Barton Road Water Treatment Plant (WTP) two (2) million gallon (MG) tank project (Project). We, at Quincy, understand the challenges the City has been faced with regarding the condition of the 2 MG tank. The tank was originally constructed in 1969. A condition assessment was performed by Brown and Caldwell in 2009, and a steel tank evaluation memo was written by MWH in 2011, which are, herein, referred to as the 2009 evaluation or assessment. They identified a number of challenges with the facility. These challenges lie in addressing the current condition of the tank structure and coating systems, its vulnerability to a seismic event, and long-term reliability. While the tank has been operational for nearly 50 years, there are concerns of compliance with current design standards and susceptibility to failure due to corrosion as well as the identification/elimination of hazardous materials in the coating systems.

It is my pleasure to submit this proposal for the **City of Roseville Barton Road Water Treatment Plant Two Million Gallon Tank Rehabilitation Project**, and we are ready and available to start on your project immediately upon notice to proceed. Quincy has a full complement of in-house skilled professionals, augmented with our team of highly qualified subconsultants.

The Quincy Advantage

Experienced Team Members. The project team we have assembled has been carefully selected to provide the most qualified and efficient team for this Project. This team has a history of working on design, construction management, and construction inspection of steel water tanks, along with an array of water and wastewater projects, over the past 30 years. The same key team members are currently performing a similar project to make corrosion and structural assessments of, provide recommendations on, and oversee the implementation of the recommendations for fourteen (14) existing steel water tanks in the City of Folsom.

To supplement our in-house expertise for this project, we have teamed with CSI, Corpro, and Ben Bennefield Consulting. Our team of professionals has decades of experience and is intimately familiar with the challenges and solutions of steel water tanks. We are all uniquely qualified to provide the City with a team dedicated to evaluating, designing, and overseeing quality infrastructure. Our philosophies are the same: the inspector is the last one out of the tank to ensure quality.

Who You See is Who You Get. Our proposed key team members will be the same individuals performing the work. They are highly qualified specialists with backgrounds in structural and civil engineering, specifically as it relates to tank design, construction, and long-term functionality. All Quincy work will **be performed out of our Roseville office** located just **3.6 miles from the project site**. Our team of experts is comprised of seasoned professionals who have left large 'acquired' firms behind and have chosen to work in smaller firms, where they can provide higher quality customer service to quality clients, which is our number one objective.

I, **Todd Kotey, PE** will serve as your Principal-in-Charge and Technical Lead during pre-design and design, and Construction Manager/Resident Engineer during construction. With over 30 years of pre-



design, design, construction, and forensic engineering experience, I have been responsible for the management of numerous tanks and other water and wastewater projects in the greater Sacramento area. I have been designing and overseeing construction of large municipal water infrastructure projects since 1986. In addition, my background in construction management provides the 'hands-on' expertise that enhances the quality of the design documents.

Shawn Jobes, P.E. will serve as Quincy's Project Manager and the City's day-to-day contact during pre-design, design, and throughout the course of construction. Shawn and I have worked on countless projects in similar roles, and have been working side by side since 1994. Shawn has been a design engineer and managed large water and wastewater projects. Shawn is not only a proven Project Manager, but our skill sets are complimentary, enabling us to efficiently keep our projects on track and staff and subconsultants on task. Shawn's work will allow me to focus on the specifics of and be responsive to the technical and construction issues that will arise on a rehabilitation project like this. In addition, Shawn is a skilled technical writer and will be the primary author of the Preliminary Design Technical Memorandum (PDTM) and contract specifications.

As your **Principal-in-Charge**, I have the authority to negotiate a contract on behalf of our firm and can ensure that all resources required for your projects will be applied. We have reviewed the City's Standard Contract and **find no objections** to its terms and conditions.

Our Approach. Our approach, as presented in the proposal, meets the requirements of the RFP. However, we have strategies to reduce the scope of work and meet or exceed the project goals set forth by the City, without compromising the quality of the project. We know this to be true, as we are currently working on similar steel tank rehabilitation projects in Folsom. The engineering scope and effort is far smaller, but the scope of construction is no different. We would enjoy the opportunity to discuss it with you and collaborate with the City to achieve the most feasible, least disruptive, and most cost-effective solutions to rehabilitating the Barton Road WTP 2 MG Tank.

When you work with Quincy, you work with local professionals who enjoy what they do. We consider ourselves an extension of your staff both in the field and in the office. We are committed to performing the services and adhering to the requirements described in the RFP, including Addendum #1 dated January 12, 2018. I am personally excited to continue working with the City of Roseville Environmental Utilities staff on projects. We look forward to you experiencing the 'Quincy Advantage'. We will maintain your trust through responsiveness, dedication, and timely performance of each and every task.

Please feel free to contact me at (916) 368-9181 or todd@quincyeng.com.

Sincerely,

QUINCY ENGINEERING, INC.

D. Todd Kotey, P.E.

Principal-in-Charge/Technical Lead

Shawn Jobes, P.E.

Project Manager

SCOPE OF WORK

We see opportunities for the City to save money on design fees, with some modifications to the scope of work that would not impact the quality of the project and look forward to discussing these ideas with the City. However, to be responsive to the RFP, Quincy has prepared the following project plan for preliminary engineering and final design services for the Project, based on tasks described in the RFP.

Task 0 – PROJECT MANAGEMENT- (QUINCY)

Project management includes supervision and scheduling of project staff, oversight of work prepared by staff, project coordination, monitoring of budget, and corresponding with City staff and other interested parties. Quality assurance and quality control will be accomplished through peer review by senior design staff and is conducted with each and every deliverable. Our Project Manager is directly responsible for project management and the coordination of all technical work to make sure that project issues and action items do not slip through the cracks. To do so, our Project Manager will:

- **Work with City staff** to develop and negotiate a realistic scope and budget for the task assignment.
- **Implement communication protocols** to facilitate communication between the City and Quincy, including face-to-face meetings, phone calls, faxes, email, written documents, and web meetings to meet the project needs.
- **Regularly compare** the contracted scope and budget vs. actual real-time costs.
- **Conduct project team meetings** to facilitate informed discussions and decisions and team consensus on solutions and action items and discuss schedule, including milestones and deliverables, at every team meeting.
- **Schedule QC activities** in the project schedule, including both internal design team and external QC reviews so that it is clear when designs need to be completed.

TASK 0.1 – Project Administration

Project management is a continuous activity that commences with the receipt of the Notice to Proceed and continues through submittal of the final project deliverables. Project management duties include office administration, scheduling, meetings, general correspondence, and invoicing. Monthly invoicing will include project progress monitoring and reporting. Reporting will include status on schedule and cost, and percent completion of tasks. Our Project Manager Assistant will update the project schedule monthly with the most current information. The schedule will be submitted electronically to the City's Project Manager so that comparison and tracking of the project deliverables can be accomplished.

Deliverables

- ✓ Monthly status reports - One (1) electronic copy (PDF)

TASK 0.2 – Project Kickoff Meeting

The Quincy Team (Shawn and Todd) will attend and facilitate a Project "Kickoff Meeting". This meeting will include representatives from the City and the key Quincy Team members. The meeting will include a discussion of technical issues related to project schedules, and identify key issues and goals. Discussion will include a review of the work plan, and the plan will be reviewed and refined, if necessary.

Deliverables

- ✓ **1)** Monthly status reports - One (1) electronic copy (PDF), **2)** Kickoff Meeting Agenda - One (1) electronic copy (PDF), **3)** Kickoff Meeting Notes - One (1) electronic copy (PDF), **4)** Project Work Plan - One (1) electronic copy (PDF)

TASK 0.3 – Project Interface and Coordination

Quincy will assist the City's Project Manager in coordinating with governmental, public, and private agencies, as required. We will ensure that the City is aware of all project-related communications and is provided significant lead-time and decision support on all project issues. Regular communication between the City and Quincy is a must. Face-to-face meetings and regular phone calls, emails, and written documents will be necessary to keep the City apprised of the status of on-going work efforts. Our Quincy Roseville office is located less than four (4) miles from the Project Site and sixteen (16) miles from the City Offices, thus facilitating regular communication.

Deliverables

- ✓ Regular Contact with the City, i.e. phone calls, emails, meetings, as required

Task 1 – UPDATED CONDITION ASSESSMENT (CSI, QUINCY AND CORRPRO)

The goal of this task is to review the previous assessment conducted in 2009, identify and re-evaluate portions of the previous work, and provide additional assessments as needed.

TASK 1.1 – Condition Assessment and Hazardous Waste Assessment (CSI- Pat Sweeney/Steve Metcalf)

CSI's proposed services will include an exterior and an underwater evaluation as well as Ultrasonic Testing (UT) of the water storage tank. The underwater survey of the tank will be performed while it is full of water using AWWA C652 sanitary procedures and special underwater techniques. The inspection will be made in accordance with the applicable requirements of AWWA's Standard D102 "Coating Steel Water Storage Tanks," Standard D101 "Recommended Practice for Inspecting and Repairing Elevated Steel Water Storage Tanks, Standpipes and Reservoirs," Standard M42 "Steel Water Storage Tanks," and CSI experience with evaluating *over a thousand water storage facilities*. The divers will evaluate the condition of the following critical areas:

Roof	Inlets/Outlets	Platforms/Railings
Roof Structure	Miscellaneous Piping	Manways Hatches
Shell	Vents/Screens	Ringwall/Anchor Bolts
Tank Bottom	Shell and Roof Chine/Joints	Grade/Tank Crevices
Riser Pipe	Weld or Bolt Connections	Water Level Indicators
Overflow Pipe/Weir	Ladders/Safety Climbs	CP Equipment/Components
Drains/Sumps	Vandal Deterrents	

CSI will evaluate the current condition of the interior and exterior coating systems and the level of corrosion on the tank. The evaluations will involve visual observations, dry film thickness (DFT) measurements, and adhesion testing. Ultrasonic steel thickness testing and corrosion pit depth measurements will also be completed, if required. Full visual exterior observations will be performed that will note the degree of exterior chalking and any breaks, blisters, or other coating defects..

The survey will investigate any areas where rust or other corrosion products are in evidence for erosion, cracking, pitting and/or metal loss. In order to inspect the full height of the tank interior, the team would need the City to coordinate the filling of the tank to the overflow level, at a minimum, and above the overflow level, if possible. The dive team would provide inspection of all wetted areas; and by way of a raft on the water surface, gain the best possible access to inspect the rafters and upper column.

It is unclear if the tank paint or lining systems contain heavy metals. This information is critical to developing a quality plan for action. CSI proposes to obtain four (4) coating samples from the tank.

CSI will provide a written narrative and color pictorial description of the condition of the tank along with general recommendations for coatings and/or simple structural repair work, if work is required. With respect to coating, recommendations for maintenance work will be based on the coatings' percentage of failure, ability to be recoated, film heavy metal content, estimated remaining life of the system(s); and/or concerns with any impressed current cathodic protection system(s). CSI will also comment on any applicable safety, sanitary, vandalism, and seismic concerns.

Deliverables

- ✓ One (1) electronic copy (PDF) Written Report, One (1) Narrated DVD video

TASK 1.2 – Corrosion Assessment (Corrpro – David He)

Corrpro's proposed services include conducting a corrosion assessment and providing findings and final recommendations on protective coatings for the interior and exterior tank surfaces for the updated condition assessment report. Corrpro's analysis of the data and information will help determine structural and operational issues, and performance of the system. Corrpro's condition assessment also includes a failure analysis to determine the causes of infrastructure failures and to develop ways to prevent future breakdowns.

TASK 1.3 – Seismic and Structural Engineering Evaluation (Quincy - Todd Kotey)

Quincy's structural engineers will consider the following in their structural and seismic evaluation:

- Condition of the Existing Structural System
- Lateral Earthquake Load
- Effects of Vertical Component of Ground Shaking
- Uplift of the Unanchored Tank
- Fundamental Frequency/Period of Tank-Liquid System
- Wave height/water-surface displacement
- Hoop Stress in the Tank Wall

Deliverables

- ✓ One (1) electronic copy (PDF) of the written technical memorandum providing recommendations and alternatives to bring the tank into compliance with current seismic design standards and safety codes

TASK 1.4 – Updated Condition Assessment Report (Quincy)

Supplemental to CSI's tank evaluation report, corrosion report, and structural and seismic evaluations; a condition assessment report will be generated and provided to the City, identifying the results of all of our assessments. It will include the following:

- Review of the tank floor plates and column base
- Review of the center column and crow's nest
- Review of the roof rafters, beams, and roof plates
- Review of ladder and connection points where the ladder attaches to the tank
- Review of all other structural elements not included above
- Review of cathodic protection system

The Updated Condition Assessment Report will include the team's conclusions and recommendations for any coating and/or structural repairs, cathodic protection, and photographs of the various elements of the tank supporting our conclusions.

Deliverables

- ✓ One (1) electronic copy (PDF) of the Written Report

ASSUMPTIONS AND NOTES:

- The City will provide, to the extent possible, record drawings of the original tank construction.
- The City, with support from Quincy, will coordinate filling of the tank up to or past the overflow level.

Task 1.5 - Unanticipated Condition Assessment Revisions

An additional amount of budget equal to 10% of the estimated level of effort has been listed in our fee estimate to be dedicated to unanticipated services related to the Updated Condition Assessment. This budget will only be released as unanticipated tasks are identified and approved in writing by the City.

Task 2 – PRELIMINARY DESIGN TECHNICAL MEMORANDUM (PDTM) (QUINCY, CORRPRO, AND CSI)

Task 2.1 – Document Preparation of PDTM (Quincy)

In collaboration with the project team and the City and WTP staff, we will develop the PDTM. The PDTM will be comprised of a series of short technical memorandum to outline the issues and identify the final recommendations and conclusions based upon the previous evaluations and Updated Assessment Report from Task 1. These TMs will be incorporated into a Draft PDTM for the City's review, and then incorporated into the final PDTM document. We will provide the following nine (9) TMs to the City to review and comment:

Group 1- Corrosion

- Coating Systems
- Hazardous Material/Waste
- Cathodic Protection

Group 2- Civil/Structural

- Seismic Retrofit/Structural Improvements
- Site Access
- Constructability
- Construction Cost/Feasibility Analysis

Group 3 - Operations

- Sequence of Construction
- Existing WTP Operations and Water Deliveries

We will submit these TMs to the City in three groupings.

The scope of work can be modified to include additional TMs, if the City has additional TMs or other items that need to be incorporated into the PDTM.

Deliverables

- ✓ One (1) electronic copy (PDF) of: All Draft Technical Memorandum, All Final Technical Memorandum, Draft PDTM, and Final PDTM.
- ✓ Seven (7) hard copies of the Draft PDTM for review
- ✓ Three (3) hard copies of the Final PDTM

Task 2.2 Meeting Preparation and Attendance

The following meetings, workshops, and brainstorming sessions are anticipated. Work products for this task will be meeting minutes and/or concise summaries of agreed-upon information and decisions to be incorporated into the PDTM. Quincy will keep these meetings concise and productive, allowing the City's needs and concerns to be heard and addressed. Meeting minutes with action items will be prepared and distributed to all attendees for comment. We believe the following meetings will adequately meet the needs of both the City and the design team to develop the PDTM.

Should the City need additional meetings beyond what we have identified, the scope of work and fee can be amended to include more meetings.

Task 2.2.1 – Preliminary Design Meetings with City and WTP Operations Staff: More detailed topics will be covered. Specifically, the following will be discussed 1) review of recommendations in the Updated Assessment Report, 2) development of design criteria, 3) coordination with WTP operations, 4) timing of construction, 5) staging of construction, 6) existing plant utilities, etc. We anticipate up to two (2) of these meetings at the WTP site to go over any outstanding issues before we submit the Draft TMs.

Task 2.2.2 – TM Review Meetings (3): We will schedule review meeting to discuss a Group of TMs. These meetings will be scheduled two weeks after the TMs are submitted for the City's review and comment, to go over any comments or concerns that the City has before we incorporate it all into the Draft PDTM.

Task 2.2.3 – Draft PDTM Review Meeting: This will be scheduled two weeks after the submittal of the Draft PDTM to the City. It will be the last preliminary design meeting to discuss any remaining comments to the PDTM, before it is finalized and prior to development of construction documents.

Deliverables

- ✓ One (1) electronic copy (PDF) of the all meeting minutes and itemized and written responses to review comments.

Task 2.3 -Unanticipated Preliminary Design Technical Memorandum Revisions

An additional amount of budget equal to 10% of the estimated level of effort has been listed in our fee estimate to be dedicated to unanticipated services related to the PDTM. This budget will only be released as unanticipated tasks are identified and approved in writing by the City.

Task 3 – FINAL ENGINEERING & CONSTRUCTION DOCUMENT PREPARATION (QUINCY, CORRPRO, AND CSI)

Quincy will prepare design documents that will conform to City's improvement and Construction Standards, the State's Standard Specifications, Standard Plans, and all applicable State Design manuals. Design documents will include the contract drawings, contract specifications, and opinions of probable construction costs. Quincy will develop all plans and technical specifications with the following exceptions: CSI will provide a technical coating specification, and Corrpro will provide Cathodic Protection plans, details, and specifications.

Understanding the potential on the site for hazardous materials, Quincy will prepare and implement a Best Management Plan.

Quincy is prepared to complete the design of the project in three submittal packages: 65%, 100%, and final design or "Issue for Bid" documents, as requested in the RFP. These packages will include detailed corrosion and structural engineering calculations and design plans for the tank retrofit and cost estimates for the City to review.

The construction documents will incorporate the City design and construction standards, the City's standard bid forms, construction contract, and General Conditions. Technical specifications for coatings, removal of coatings, piping, materials, testing, construction methods, construction sequencing, and restoration/repair of any disturbed surface features such as landscaping, curb, gutter, sidewalk, and roadway will be included.

The engineer's opinion of probable construction cost will be included with each submittal of construction documents. The cost estimate at the 65% level will contain a 15% contingency. The 100% will be refined and contingencies reduced to 10%. The estimates will be prepared using prior construction bids, current materials pricing, estimated guides, and engineering judgment.

With each submittal, Quincy will submit the applicable technical special provisions. Quincy will prepare the special provisions as directed by the City and update the City's "boilerplate" general provisions, bid specifications, and contract documents. The technical special provisions will be prepared in Microsoft Word format.

Our approach is to incorporate existing as-built information into our design plans and will need the City to provide as-built drawings and technical specification of the existing Barton Road WTP 2 MG Tank.

At each submittal, 65%, 100% draft, and final, Quincy will deliver to the City the following:

Deliverables

- ✓ One (1) electronic copy (PDF) and seven (7) hard copies of Specifications
- ✓ One (1) electronic copy (PDF) and seven (7) hard copies of half-sized set of drawings (11"x17")
- ✓ One (1) electronic copy (PDF) and seven (7) hard copies of Engineer's estimate of probable construction cost
- ✓ One (1) electronic copy (PDF) and seven (7) hard copies of seismic calculations
- ✓ Construction Schedule
- ✓ Return of "red-lined" set of plans with City comments on the previous submittal

TASK 3.1 – Survey (Quincy)

Quincy will establish project control, perform topographic surveys, obtain ortho-rectified imagery utilizing drone technology and develop a survey base map prepared in AutoCAD Civil 3D 2015. The survey will be compiled at 1"=20' with 1' contours. Survey base map data shall be made compatible with AutoCAD Map 3D 2014 format and versions no older than 19.1 and no newer than 21.0"

Quincy will conduct a topographic survey of the water tank and the area adjacent to the existing water tank. The topographic survey will extend approximately 100 feet radiating out from the edge of the existing water tank and will include all significant topographic features, including, but not limited to: existing roadway, visible asphalt and concrete limits, buildings, water tanks, fence lines, driveways, curb, tops, toes, grade breaks, swales, ditches, laterals, drainage features, visible utilities, culverts, trees (4"DBH and greater) and any other significant features which will aid in the design process.

The survey will be tied to California Coordinate System Zone 2 (NAD 83) for horizontal datum and NAVD 88 for vertical datum which will be obtained by GPS observations.

Sufficient survey control will be placed at permanent locations to ensure preservation throughout the project and will be available for construction staking.

TASK 3.2 – Utility Search (Quincy)

Although most of the utilities on site are likely known to the City's WTP staff, we will still perform a utility search. After preparing preliminary design exhibits, Quincy will initiate utility coordination and communication by sending Utility "A" Letters, requesting maps and verification of existing facilities potentially affected by the proposed tank and yard piping modifications.

The "B Letters," which identify claim of liability and cost for positive location of utilities from the potentially affected utilities will be completed as a follow-up to information received from submitting

the "A Letters". When appropriate, Utility "C Letters" which cover the positive location, relocation, removal, and abandonment of facilities and responsibility for costs of relocation from the affected agencies.

TASK 3.3 – 65 Percent Design Submittal (Quincy)

At the 65 percent completion milestone, general drawings for the project will include the following plans:

- Design Drawings
 - ✓ Cover Sheet and Vicinity Map
 - ✓ General Notes, Legends
 - ✓ Key Map
 - ✓ Staging Plan
 - ✓ Site Civil and Drainage Plan
 - ✓ Piping Plans and Details
 - ✓ Structural Plans and Details
 - ✓ Access Road Plans and Details
 - ✓ Cathodic Protection Plans and Details
 - ✓ Industrial Hygiene Plans and Details

Plan sheets will conform to City sheet format. The title sheet will include the names of all utilities with utilities in the project limits, their current contact individuals, and telephone numbers.

TASK 3.4 – 65 Percent Design Review Meeting (Quincy)

After the City completes the review of the 65% percent submittal package, a review meeting will take place between the City and key Quincy staff. All City review comments will be discussed and clarified so they can be incorporated into the 100% submittal.

TASK 3.5 – 100 Percent PS&E Submittal (Quincy)

The 100% design submittal will incorporate the changes to satisfy the City's comments to the 65% submittal. Quincy will prepare a revised engineer's opinion of construction cost, with more detail and 10% contingency. The 100% submittal documents will be considered the final work product, except for any City comments that need to be incorporated into the final documents. Final City comment on the 100% documents will be incorporated into the PS&E documents. Quincy will make one final submittal to the City for review and approval for preparation of a "Issue for Bid" set of contract documents.

TASK 3.6 – Final "Issue for Bid" Construction Documents

Upon approval of the 100% PS&E, Quincy will furnish to the City 'Issue for Bid' Plans, Specifications, and Estimate to be used for project advertising and construction. In addition to the what was delivered for the 65% and 100% draft submittals, Quincy will provide the following:

Deliverables

- ✓ One (1) bond copy set of unbound, wet-signed contract drawings on full size (24" x 36") sheets
- ✓ One (1) set of contract drawings on CD (AutoCAD ver. 19.1 at minimum or any version no greater than 21.0)
- ✓ One (1) set of contract drawings (PDF format) on CD
- ✓ One (1) electronic copy of the specifications in Microsoft Word for Windows format on CD (Microsoft Word/Excel Ver. 2013 or newer)
- ✓ One (1) electronic copy of the contract drawings, specifications, calculations, and engineer's estimate in Adobe Acrobat (PDF format) on CD
- ✓ One (1) electronic copy of the final engineer's estimate (PDF format) on CD

All files shall become the property of the City after approval and acceptance by the Environmental Utilities Department.

TASK 3.7 – Monthly PDT Meetings (Quincy)

Quincy will schedule and attend up to twelve (12) monthly coordination (PDT) meetings with City staff and other stakeholders to assure that the project is proceeding satisfactorily.

Task 3.8 - Unanticipated Final Engineering and Construction Document Preparation Revisions

An additional amount of budget equal to 10% of the estimated level of effort has been listed in our fee estimate to be dedicated to unanticipated services related to the Final Engineering & Construction Document Preparation. This budget will only be released as unanticipated tasks are identified and approved in writing by the City.

Task 4 - ASSIST CITY STAFF WITH BID (Quincy)

Quincy will assist the City, as required, during the advertising and bidding periods for this project. The work will include:

- 1) Arrange for the reproduction and issuance of bid packages to contractors and builders' exchanges. (Erin)
- 2) Attend the pre-bid meeting and respond to questions, as necessary. (Todd and Shawn)
- 3) Prepare responses to bidder's inquiries during bid period. (Shawn)
- 4) Prepare and distribute bid addenda. (Shawn)

A set of conformed "Issued for Construction" prepared at completion of the Bid Phase, can be included in the scope for this task at the City's request.

Task 5 – PROVIDE ENGINEERING SUPPORT DURING CONSTRUCTION

The Quincy engineers with the support of Corrpro engineers will assist the City with construction administration task, as required, after award of the bid and NTP to the Contractor. Any submittals or RFI's pertaining to the structural plans and specifications will be reviewed by Todd Kotey and those pertaining to the cathodic protection plans and specifications will be reviewed by Corrpro. Assuming the project takes approximately one (1) year to complete, we will provide the following, which assumes approximately two (2) hours per week of office engineering time:

- Review shop drawings and contractor submittals
- Review and respond to contractor's RFIs clarifications during construction
- Attend project meetings with the City and the Contractor
- Upon request by the City, visit the project site up to eight (8) times during construction, only if the visits are additional to coordinating them with the weekly construction meetings conducted in Task 6.
- Engineering support to evaluate change orders (Up to 32 hours)
- Attend contractor walk throughs, final inspections and demonstrations (Up to 4)
- Provide start up support services
- As-built or record drawings

•
Deliverables

- ✓ Written recommendations to the City through responses to RFIs, submittals, and change orders
- ✓ Meetings and Site Visits
- ✓ Record Drawings
 - One (1) complete electronic set of plans on a CD or DVD in AutoCAD (Ver.19.1 at minimum or a version no greater than 21.0)
 - One (1) collated set of PDF files
 - One (1) bond copy set of plans on full size (24" x 36") sheets
 - Four (4) bond copy sets of plans on 11" x 17" sheets

Task 5.1 - Unanticipated Engineering Support During Construction

An additional amount of budget equal to 10% of the estimated level of effort has been listed in our fee estimate to be dedicated to unanticipated services related to ESDC. This budget will only be released as unanticipated tasks are identified and approved in writing by the City.

Task 6 – CONSTRUCTION MANAGEMENT SERVICES

We anticipate this task and phase to take place over one year's time, with half time on-site inspection services required for approximately eight (8) months of that time. The Quincy Team will provide professional services in accordance with the latest version of the City's Design and Construction Standards and State Standard Specifications.

During construction, Todd Kotey will be the resident engineer and be supported in the office by Erin Ritz who will provide coordination of the construction administration and documentation. As the inspector of record Bennie Bennefield will be on site to oversee all construction activities. Our scope for this task will include the following:

- Provide full-time construction inspection and QA/QC testing as needed. (Bennie)
- Document pre-construction site conditions (Bennie)
- Perform and/or coordinate special inspections, materials testing, and special testing. Special inspections will include CWI welding inspection, NACE certified coatings inspection. (Bennie/Todd)
- Conduct weekly meetings with the contractor and the sub-contractors to ensure the project's goals are met and safety issues are addressed and resolved (Todd)
- Verify construction staking by the contractor (Bennie)
- Monitor contractor's daily activities to ensure compliance with the approved contract documents (Bennie)
- Prepare progress pay estimates, review of certified payrolls (Erin)
- Assist the City with the review and negotiation of change order requests with the contractor and provide recommendation to City staff for change order disposition. (Todd/Bennie)
- Resolve conflicts caused by varying site conditions or discrepancies in contract documents (Todd/Bennie)
- The inspector will maintain a set of as-built drawings. At the time of each progress payment application, the inspector will verify the contractor is maintaining their set of as-built drawings. (Bennie)
- Prepare Record Drawings (Quincy and Corpro)

- Provide photo and video documentation of the site (Bennie)
- Monitor the BMPs within the project site (Bennie/Todd)
- Prepare and update the CM schedule based upon and coordinated with Contractor's schedule (Erin)
- Coordinate with the Contractor regarding start up and testing (Bennie)
- Perform on-site structural observations and structural observation reports in accordance with the Contract Documents (Todd)
- Coordinate with the Contractor on all submittals, including Operation and Maintenance (O&M) Manuals (Erin)
- Obtain Warranty and Lien Release Information from Contractor (Erin)
- Transmit electronic copies of all construction documents (Todd/Erin)

Deliverables

- ✓ Written recommendations to the City through responses to RFIs, submittals, and change orders
- ✓ Photos
- ✓ Daily Inspection Notes/Final Inspection Report
- ✓ Meetings and Site Visits
- ✓ Final Submittal of Electronic Version of Construction Documents
 - Plans in AutoCAD 2014
 - Special Provision in MS Word 2010
 - Engineer's Opinion of Probable Cost in Microsoft Excel in MS Excel 2010
 - Project Schedules – MS Project 2010

Task 6.1 - Unanticipated Construction Management Services

An additional amount of budget equal to 10% of the estimated level of effort has been listed in our fee estimate to be dedicated to unanticipated services related to Construction Management Services. This budget will only be released as unanticipated tasks are identified and approved in writing by the City.

Barton Road Tank Project Schedule

[illegible]

Note: Project Schedule provided in Microsoft Excel to accommodate page number limitations. Schedule available upon request in Microsoft Project.

EXHIBIT “B”

Project Name: City of Roseville - Barton Road Water Treatment Plant Two Million Gallon Tank Rehabilitation Project																	
TASKS																	
No.		Principal Eng	QA/QC	Senior Eng	Senior Engineer	Senior Eng Tech	Survey Mgr	Assist Eng I	Survey Tech	PM Asst	Quincy Total Hours	Quincy Labor Fees	Quincy Total Labor Dollars Incl Escalation	Corpro	CSI Services	Ben Bennefield Consulting	Task Subtotal
	Initial Hourly Rate	TK \$270	LSC \$230	SJ \$230	TK \$230	CP \$155	JT \$180	MH \$130	AD \$120	ER \$125		Direct Labor	Escalation Multiplier				
0.0	Project Management	4	0	45	2	0	0	0	0	22	74	\$14,870	\$15,350	\$0	\$0	\$0	\$15,350
0.1	Project Administration			12						20	32	\$5,260	\$5,424				\$5,424
0.2	Project Kick-Off Meeting				2					2	8	\$1,630	\$1,687				\$1,687
0.3	Project Interface and Coordination	4		30							34	\$7,980	\$8,259				\$8,259
1.0	Updated Condition Assessment	0	0	21.5	20.0	0	0	9.0	0	9.5	60	\$11,903	\$12,320	\$11,000	\$5,490	\$0	\$29,810
1.1	Condition Assessment and Hazardous Waste Assessment										0	\$0	\$0	\$5,900	\$5,900		\$5,900
1.2	Corrosion Engineering Services										0	\$0	\$0	\$10,000			\$10,000
1.3	Seismic and Structural Engineering Services			4	18			8			30	\$6,100	\$6,314				\$6,314
1.4	Updated Condition Assessment Report			16							24	\$4,680	\$4,844				\$4,844
1.5	Unanticipated Condition Assessment Revisions			1.5	2			1		1.5	6	\$1,123	\$1,162	\$1,000	\$590		\$2,752
2.0	Prepare a Preliminary Design Technical Memorandum	0	18	129	50	0	0	0	0	24	237	\$50,248	\$52,006	\$3,300	\$0	\$0	\$55,306
2.1	Document Preparation of PDTM		16	114	33					20	187	\$40,490	\$41,907	\$3,000			\$44,907
2.2	Meeting Preparation and Attendance			4	12					12	28	\$5,180	\$5,361				\$5,361
2.3	Unanticipated Preliminary Design Technical Memorandum									3.5	22	\$4,578	\$4,738	\$300			\$5,038
3.0	Final Engineering & Construction Document Preparation	5	27	107	75	110	10	68	18	22	442	\$82,020	\$84,890	\$11,000	\$0	\$0	\$95,890
3.1	Survey						10		16		26	\$3,720	\$3,850				\$3,850
3.2	Utility Coordination			4				12			16	\$2,480	\$2,567				\$2,567
3.3	65% Design Submittal		8	32	40	40		20		8	148	\$28,200	\$29,187	\$7,000			\$36,187
3.4	65% Design Review Meeting			2	2						4	\$920	\$952				\$952
3.5	100% Design Submittal		8	16	20	40		20		8	112	\$19,920	\$20,617	\$2,000			\$22,617
3.6	Final Construction Documents		8	20	6	20		10		4	68	\$12,720	\$13,165	\$1,000			\$14,165
3.7	PDT Meetings (12)	4		24							28	\$6,600	\$6,831				\$6,831
3.8	Unanticipated Final Engineering and Construction Document	1	3	9	7	10		6	2	2	40	\$7,460	\$7,721	\$1,000			\$8,721
4.0	Assist City Staff with Bid	0	0	16	4	0	0	0	0	8	28	\$5,600	\$5,796	\$0	\$0	\$0	\$5,796
4.1	Pre-Bid Meeting, Addenda			16	4						28	\$5,600	\$5,796				\$5,796
5.0	Engineering Support during Construction	0	0	24	72	0	0	14	0	16	126	\$25,900	\$26,807	\$7,700	\$0	\$0	\$34,507
	Pre-Construction Meeting										6	\$960	\$984				\$984
	Construction Staking				2					4	0	\$0	\$0				\$0
	Document Conformance (Submittals, RFIs)				30					10	40	\$8,150	\$8,435	\$500			\$8,935
	CCO Review			15	16						32	\$7,360	\$7,618				\$7,618
	Site Visits/ Start-up				16						16	\$3,680	\$3,809	\$4,500			\$8,309
	Record Drawings			6													



QUINCY
ENGINEERING



COUNCIL COMMUNICATION

CC #: 9483
File #: 0800-02

Title: Wastewater Interceptor Cleaning Project - Notice of Completion
Contact: Jonathan Cummings 916-774-5566 jcummings@roseville.ca.us

Meeting Date: 9/5/2018
Item #: 7.17.

RECOMMENDATION TO COUNCIL

Staff recommends City Council accept the Wastewater Interceptor Cleaning Project (#163504) as complete and authorize the Director of Environmental Utilities to execute the Notice of Completion.

BACKGROUND

On October 10, 2017, City Council awarded a Service Agreement to National Plant Services, Inc. for the Wastewater Interceptor Cleaning Project. The limits of the project are shown in the Notice of Completion (Attachment A). The City's Environmental Utilities Department has reviewed the final summary report and found the work to be complete and is now ready for acceptance. No stop payment notices or preliminary notices were filed with the City Clerk during the project.

FISCAL IMPACT

A Service Agreement for \$208,401.50 was awarded to National Plant Services, Inc. for the Wastewater Interceptor Cleaning Project. Council also approved an allowance to pay construction contract change orders of up to 10% (\$20,840.15) of the award price, for a not to exceed total cost of \$229,241.65. The total cost to complete the cleaning service was \$149,595.28. This amount was less than the original contract award since the actual quantity of debris removed, was less than that the quantity estimated in the original bid. The project was funded under the Wastewater Rehabilitation Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Jonathan Cummings, Assistant Engineer

Richard Plecker, Environmental Utilities Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-371

Notice of Completion

Exhibit A

RESOLUTION NO. 18-371

ACCEPTING THE PUBLIC WORK KNOWN AS THE WASTEWATER INTERCEPTOR
CLEANING PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND
AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON
BEHALF OF THE CITY OF ROSEVILLE

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

1. The “Notice of Completion” on file in the City Clerk’s Department relative to that public work known as the Wastewater Interceptor Cleaning 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 _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

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

NOTICE OF COMPLETION

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

The general contractor on said project was _____.
The surety on said project was _____.

City of Roseville

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

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

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.

City of Roseville

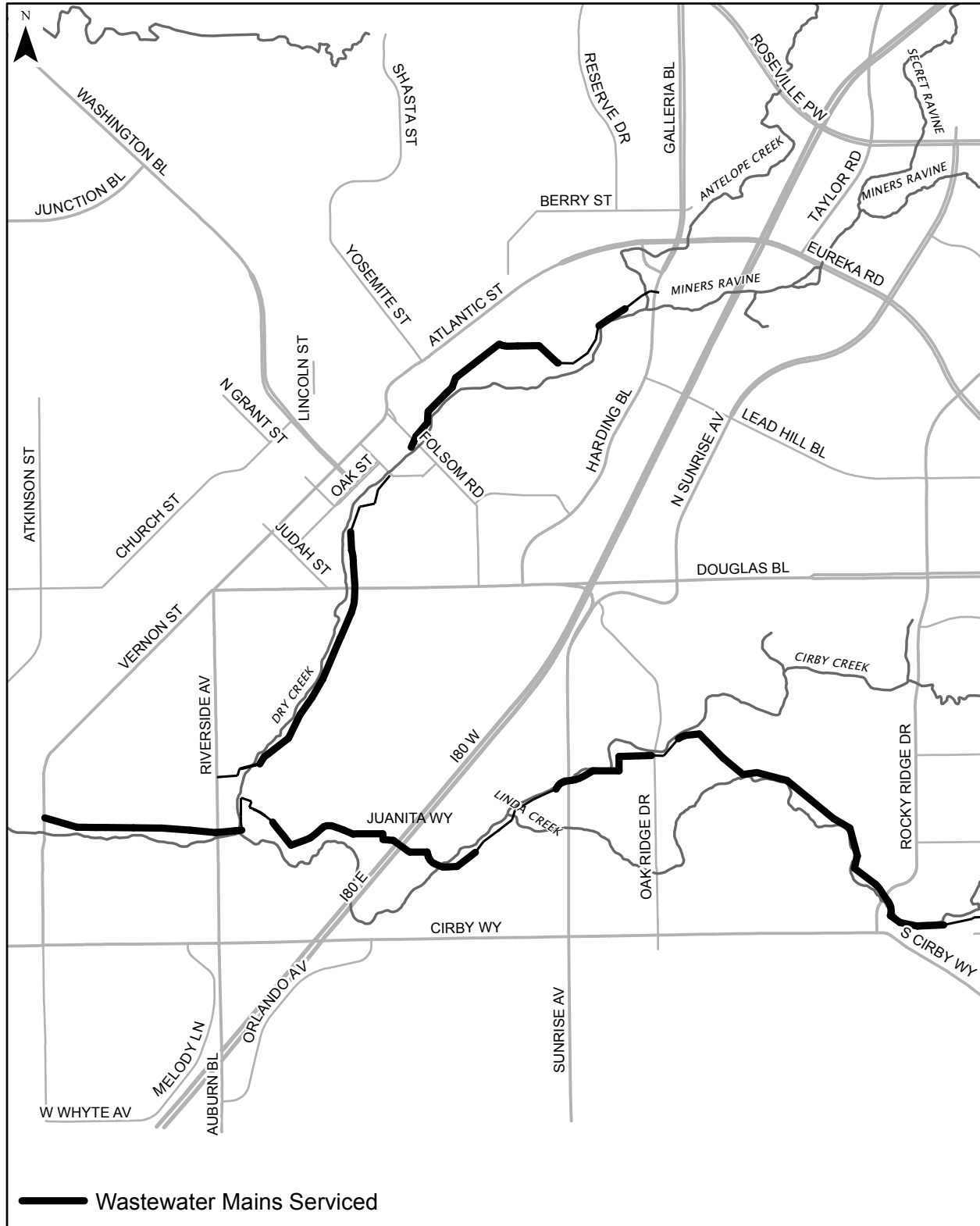
State of California)
County of Placer)

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

Notary Public in and for said County and State

EXHIBIT "A"

WASTEWATER INTERCEPTOR CLEANING PROJECT





COUNCIL COMMUNICATION

CC #: 9498
File #: 0600-07

Title: Temporary Help Services - Service Agreement Amendment
Contact: Gayle Satchwell 916-774-5204 gsatchwell@roseville.ca.us

Meeting Date: 9/5/2018
Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends the authorization to increase the service agreement between the City of Roseville and HR Management Corp, Inc. for the City's Temporary Help Services (THS) needs. This service agreement is utilized on an as-needed basis and the dollar amount being requested is a maximum amount to be spent, not a guarantee of funds to be spent. In addition, it is requested that Council adopt a resolution authorizing the City Manager to sign the attached amendment.

BACKGROUND

The Human Resources Department works collaboratively with City departments to address City department staffing needs. One of the ways staffing needs are met is through the use of temporary staffing agencies, or Temporary Help Services (THS). Staffing agencies are utilized to cover periods of unusually high workload or intermittent employee absences, and are not intended to replace or circumvent the City's standard hiring practices. The City currently utilizes four staffing agencies selected through a RFP process to supply temporary help services, but only has a need to seek an increase for HR Management, Inc. at this time.

Initially, in the interest of conservative financial planning for the upcoming fiscal year, all THS service agreements were renewed for the FY2018-19 budget year in the amount of \$22,970.00. However, as staffing needs have changed in various departments, staff recognizes the need to increase the service agreement amount for HR Management Corp, Inc. and, in the interest of efficiency, requests that such agreement be increased by \$77,030.00 to \$100,000.00.

FISCAL IMPACT

Temporary Help Services will be utilized on an as needed basis. Departments anticipating using THS have included funds in their FY2018-19 budgets.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created by this action.

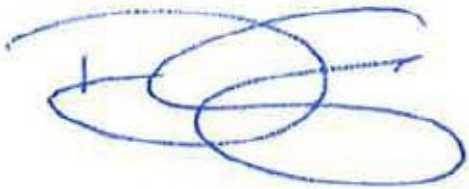
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Linda Hampton, Human Resources Manager

Gayle Satchwell, Human Resources Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-382

HR Management SA and amendment

RESOLUTION NO. 18-382

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

WHEREAS, Amendment No. 1 to Service Agreement (S1908078) for temporary help services, between the City of Roseville and HR Management Corp, Inc., has been reviewed by the Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said service agreement amendment 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 _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

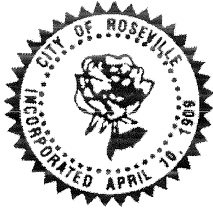
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

**SERVICE AGREEMENT
AMENDMENT**

SERVICE AGREEMENT No: S1908078
AMENDMENT No: 1

SERVICE LOCATION: AS DIRECTED

Contractor No.: V40626

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

Contractor License No.:
Business License No.:

Department: HUMAN RESOURCES

Telephone No.: 510-267-0575 Fax: 510-549-9657

Email address: cahuntjr@sbcglobal.net
Contractor: HR MANAGEMENT CORP, INC.
ATTN: CLARENCE HUNT
462 ELWOOD AVENUE, SUITE 9
OAKLAND, CA 94610

Acct. Code: VARIOUS

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Service Agreement Number S1908078 ("Agreement"), which was executed on, 5/30/18, is hereby modified as follows:

Select all provisions that apply:

- ☐ The Contractor name is hereby changed from _____ to _____
- ☐ The term of the Agreement is reduced by _____ (days/months/years) and the expiration date of the Agreement is changed from _____ to _____
- ☒ The Total Cost of Service payable under this Agreement is modified from \$22,790.00 to \$100,000.00. The purpose of this modification is to PROVIDE FOR AN INCREASE IN STAFFING NEEDS IN VARIOUS DEPARTMENTS.

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

CONTRACTOR:

By: _____

Title: President _____

By: _____

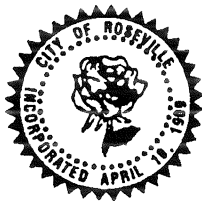
Title: Secretary _____

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: _____

Dominick Casey
City Manager

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



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1908078**

SERVICE LOCATION: CITY OF ROSEVILLE
AS DIRECTED

REQ. NO.: RENEWAL DATE: 05/30/18

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

Contractor No.: V40626
Telephone No.: (510) 267-0575 Fax: (510) 549-9657
Email address: cahuntjr@sbcglobal.net
Contractor: HR MANAGEMENT CORP, INC.
ATTN: CLARENCE HUNT
462 ELWOOD AVENUE, SUITE 9
OAKLAND, CA 94610

Department: HR - VARIOUS

Acct. Code: HR - VARIOUS

Buyer: TIFFANY VALDEZ
Phone: (916) 774-5708

Start Date	Terms	Completion Date	Insurance Limits	Contact
07/01/18	NET 30	06/30/19	Approved by Risk Mgt.	DAVID RAWE

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

VENDOR TO PROVIDE TEMPORARY HELP SERVICES ON AN AS-NEEDED BASIS IN ACCORDANCE WITH ALL SPECIFICATIONS, TERMS, CONDITIONS AND ATTACHMENTS OF RFP 11-005 TEMPORARY HELP SERVICES.

PLEASE CONTACT DAVID RAWE AT (916) 774-5207 FOR QUESTIONS REGARDING THIS AGREEMENT.

PROPER INSURANCE MUST BE IN PLACE BEFORE SERVICE CAN BEGIN.

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

NOTE: Prevailing wage laws and fair employment practices apply to this agreement. Certified payroll documents must be submitted with your invoice(s) to the City's Accounts Payable office (see item 9 of the attached provisions).

Total Cost of Service: \$ **22,790.00**

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

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

Roseville Business License No.: _____ Contractor License No.: N/A DIR Registration No.: N/A

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:


SIGNATURE

CLARENCE HUNT
PRINT NAME

President
TITLE

CONTRACTOR:


SIGNATURE

CLARENCE HUNT
PRINT NAME

Secretary
TITLE

By: 

Shannon Wiest, Purchasing and Warehouse Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

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

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

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



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS

SERVICE AGREEMENT UNDER \$22,790

General - Required Coverage

- 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

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

Construction	Design Professional	Special Events/Caterers/Vendors
General Liability: \$2 Million/occurrence \$4 Million/aggregate	General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	No auto required No workers' comp required
IT Services	Professional Consultant	Professional Counseling/Psychological
Professional Liability: \$1 Million/occurrence No auto required	Professional Liability: \$1 Million/occurrence	Professional Liability: \$1 Million/Occurrence No auto require

Insurance Verification

By signing the service agreement included with this document, you are confirming that your company has the minimum insurance limits required above.

A copy of your insurance certificate is not required at this time. The City may request proof of insurance at any time.

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



Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Tuesday, May 29, 2018. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C2424849 HR MANAGEMENT CORP, INC.

Registration Date:	07/01/2002
Jurisdiction:	DELAWARE
Entity Type:	FOREIGN STOCK
Status:	ACTIVE
Agent for Service of Process:	CLARENCE ALPHONSE HUNT 462 ELWOOD AVENUE, SUITE 9 OAKLAND CA 94610
Entity Address:	462 ELWOOD AVENUE, SUITE 9 OAKLAND CA 94610
Entity Mailing Address:	462 ELWOOD AVENUE, SUITE 9 OAKLAND CA 94610

A Statement of Information is due EVERY year beginning five months before and through the end of July.



COUNCIL COMMUNICATION

CC #: 9496
File #: 0109-02

Title: Street Closure Request - Family Fest - September 29, 2018
Contact: Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

Meeting Date: 9/5/2018
Item #: 7.19.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the City Manager or his designee to approve the following street closures from 7:30 a.m. to 3:00 p.m. on Saturday, September 29, 2018 for Family Fest.

- Vernon Street between Taylor Street and E. Washington Boulevard
- S. Grant Street between Oak Street and Atlantic Street

BACKGROUND

The Parks, Recreation & Libraries Department will be hosting the sixth annual Family Fest event. This community event will run 11:00 a.m. – 2:00 p.m. on the Vernon Street Town Square (VSTS) and along the 300 and 400 blocks of Vernon Street and S. Grant Street. On display will be a City of Roseville Truck Exploration Zone, a Kid's Zone, live fitness demonstrations and vendors which include local sports organizations, area businesses promoting places for family-fun experiences, and family service organizations such as Kids First and RPAL (Roseville Police Activities League), to name a few. In addition, live performances from local and downtown talent groups will be scheduled on the June Wanish Stage.

The length of time for street closures, beyond the actual time of the event, allows staff and vendors to safely set up and breakdown equipment. Estimated attendance for the event is 3,000 visitors.

The Vernon Street and Oak Street Garages, along with the parking spaces on Atlantic Street, will allow the public to have full access to businesses along Vernon Street. Staff will also make every attempt to spread out the vendors along Vernon and S. Grant Streets to encourage attendees to walk up and down the street and through the areas closed off to traffic.

The Downtown Roseville Merchant's A-frame signage will be placed within the event area, stating that restaurants and other businesses are open during the event. As a service to the guests attending Family Fest, mobile food trucks will also be on site to accommodate the need for food and beverage for the larger crowd.

Business and property owners will continue to be notified of street closures in the downtown Roseville area through the monthly Traffic Alert e-newsletter. Staff has also submitted a Downtown Street Closure Notification letter to designated representatives of the Downtown Roseville Merchants, Downtown Roseville Partnership and Roseville Community Development Corporation for feedback.

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

FISCAL IMPACT

The cost of this event is \$8,681.00 and is included in the approved FY2018-19 Parks, Recreation & Libraries Department budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Exposure could potentially have a positive impact to the business in the downtown area, and supports the Council goal of having a vibrant downtown.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Jeff Nereson, Recreation Superintendent

Dion Louthan, Park, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-380

RESOLUTION NO. 18-380

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE
APPROVING THE CLOSING OF CERTAIN STREETS FOR FAMILY FEST

WHEREAS, City staff is requesting the closure of certain streets for Family Fest in the Vernon Street Town Square, and

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the request to hold Family Fest ("the event") on Saturday, September 29, 2018, is hereby approved subject to the following terms and conditions:

1. The following streets may be closed to traffic between 7:30 a.m. and 3:00 p.m. on Saturday, September 29, 2018 for Family Fest:
 - a. Vernon Street, between Taylor Street and East Washington Blvd.; and
 - b. South Grant Street between Oak and Atlantic Streets.
2. Adequate barriers and warning signs, as requested by the City Manager, shall be placed at all street entrances and alleys leading into the closed area. No markings of any kind will be permitted on the street.
3. All debris, booths, exhibits, or other materials resulting from the event shall be completely removed and the alleyway shall be reopened to traffic by 3:00 p.m. on the date of the event.
4. The City of Roseville shall notify in writing all businesses located on the streets to be closed of the event and the planned street closures not later than five (5) days in advance of the event.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 9492

File #: 0721

Title: Freedom Point North Central Roseville Specific Plan Parcel 49 Phase II - Transit Bus Shelter #240 Construction Fee Agreement

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

Meeting Date: 9/5/2018

Item #: 7.20.

RECOMMENDATION TO COUNCIL

Staff recommends that the Council adopt a resolution approving a Bus Shelter Construction Fee Agreement for the construction of Bus Shelter #240 between the City of Roseville and BSO LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The developer has remitted the full and present cost (\$10,000) of construction bus shelter #240. They have also requested to enter into a Bus Shelter Construction Fee Agreement, per Condition #29 per Planning Commission approval of the tentative subdivision map for Freedom Point. NCRSP Parcel 49 located at 9000 Washington Boulevard. Staff anticipates that bus service to this location will be added in three or more years in the future, necessitating the installation of a bus shelter at that time.

FISCAL IMPACT

The construction fee of \$10,000 provides security for bus shelter #240 to be installed in the future with no fiscal impact to the City's General fund or the Local Transportation Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

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

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Anita Giordano, Administrative Technician

Rhon Herndon, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-377

Transit Bus Shelter #240 Construction Fee Agreement

RESOLUTION NO. 18-377

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

WHEREAS, a Transit Bus Shelter Construction Fee Agreement regarding the Bus Shelter #240, by and between the City of Roseville and BSO LLC, , has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RECORDING REQUESTED BY AND WHEN RECORDED,
PLEASE RETURN TO:

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

TRANSIT BUS SHELTER
CONSTRUCTION FEE AGREEMENT

Project Name: Phase II Work - Freedom Point NCRSP-Parcel 49

Shelter Number: 240

THIS AGREEMENT is made and entered into this 11th day of June,
20 18, by and between the CITY OF ROSEVILLE, a municipal corporation, ("CITY") and
BSO LLC a California Limited Liability Company, by Bayside
Covenant Church, a CA ("DEVELOPER"), and
Religious corporation, as Trustee for Bayside Supporting Organization
its Sole Member

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Agreement Runs with the Land. This Agreement is an instrument affecting the title or possession of the Subject Property. It shall run with the land, and all of the terms, covenants, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of all of the successors in interest of DEVELOPER. Upon sale or division of the Subject Property, the terms, conditions, covenants and restrictions of this Agreement shall apply to each parcel, and the owner or owners of each parcel of the Subject Property shall succeed to the obligations imposed upon DEVELOPER by this Agreement.
2. Payment. Concurrent with the execution of this Agreement, DEVELOPER shall pay to CITY the sum of ten thousand dollars 00/100 (\$ 10,000), which represents the full current cost of constructing a bus shelter, or other transit related facility.
3. Location. CITY, in its sole discretion, may choose to construct, install, operate, and/or maintain a bus shelter upon the Subject Property, or may choose to use the funds in whole or in part to construct, install, operate, and/or maintain any other transit related facilities in the transit service area in which the Subject Property is located.

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

CITY OF ROSEVILLE

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

DEVELOPER

BSO LLC
300 Diamond Street #160
1513000 CA 95631
5205 Sierra College Blvd
Roseville CA 95661

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

DEVELOPER:

BSO LLC, a California
Limited Liability Company
By Bayside Covenant Church,
a California religious corporation
as Trustee for Bayside supporting organization,
BY: Dancy Shatt its Sole
its: Director of Finance Member
7/2/18

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY: _____
its: _____

APPROVED AS TO FORM:

(NOTARIZATION REQUIRED)

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

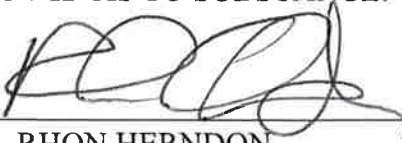
BY: 
RHON HERNDON
Public Works Director

EXHIBIT "A"
DESCRIPTION OF "NCRSP – PARCEL 49"

That certain real property situated in the State of California, County of Placer, City of Roseville, located in Section 22, Township 11 North, Range 6 East, M.D.M., described as follows:

All of Lots 2, 6, 7, 8 and 9, as shown on the Final Map of "NCRSP – Parcel 49", filed in the office of the Recorder of Placer County on September 17, 2015 in Book DD of Maps, at Page 34, and all of Revised Lots 1, 3, 4 and 5, as described in the Lot Line Adjustment Certificate of Compliance, recorded on December 13, 2016 as Document No. 2016-0110015, Official Records of Placer County, being more particularly described as follows:

Beginning at the Northwest corner of said Revised Lot 1; thence from said **POINT OF BEGINNING**, along the boundary of said Final Map of "NCRSP – Parcel 49", the following ten (10) courses:

- (1) South 89°56'30" East, 85.19 feet;
- (2) along a non-tangent curve to the right, having a radius of 1100.00 feet, through a central angle of 53°14'52", with an arc length of 1022.28 feet, said arc being subtended by a chord bearing South 71°10'31" East, 985.89 feet;
- (3) South 44°33'05" East, 1477.78 feet;
- (4) South 02°40'30" West, 396.81 feet;
- (5) South 09°51'35" West, 41.37 feet;
- (6) South 24°33'16" West, 300.35 feet;
- (7) South 15°14'56" West, 332.36 feet;
- (8) South 04°25'28" East, 83.49 feet;
- (9) North 48°05'02" West, 2474.82 feet;
- and (10) North 01°13'50" East, 172.96 feet to the southerly boundary of Freedom Way, as shown on said Final Map;

thence, along the boundary of said Freedom Way, the following three (3) courses:

- (1) South 88°46'10" East, 349.22 feet;
- (2) North 01°13'50" East, 80.00 feet;
- and (3) North 88°46'10" West, 349.22 feet to the Southwest corner of said Lot 2;

thence, along the westerly boundary of said Final Map, North 01°13'50" East, 579.46 feet; to the **POINT OF BEGINNING**;

Containing 58.253 acres, more or less.

End of Description

See Exhibit "B", plat to accompany description, attached hereto and made a part hereof.

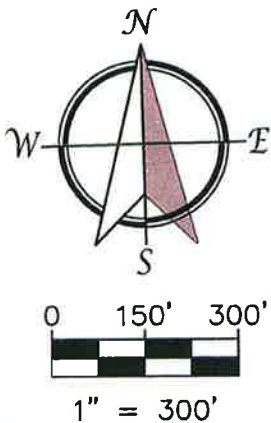
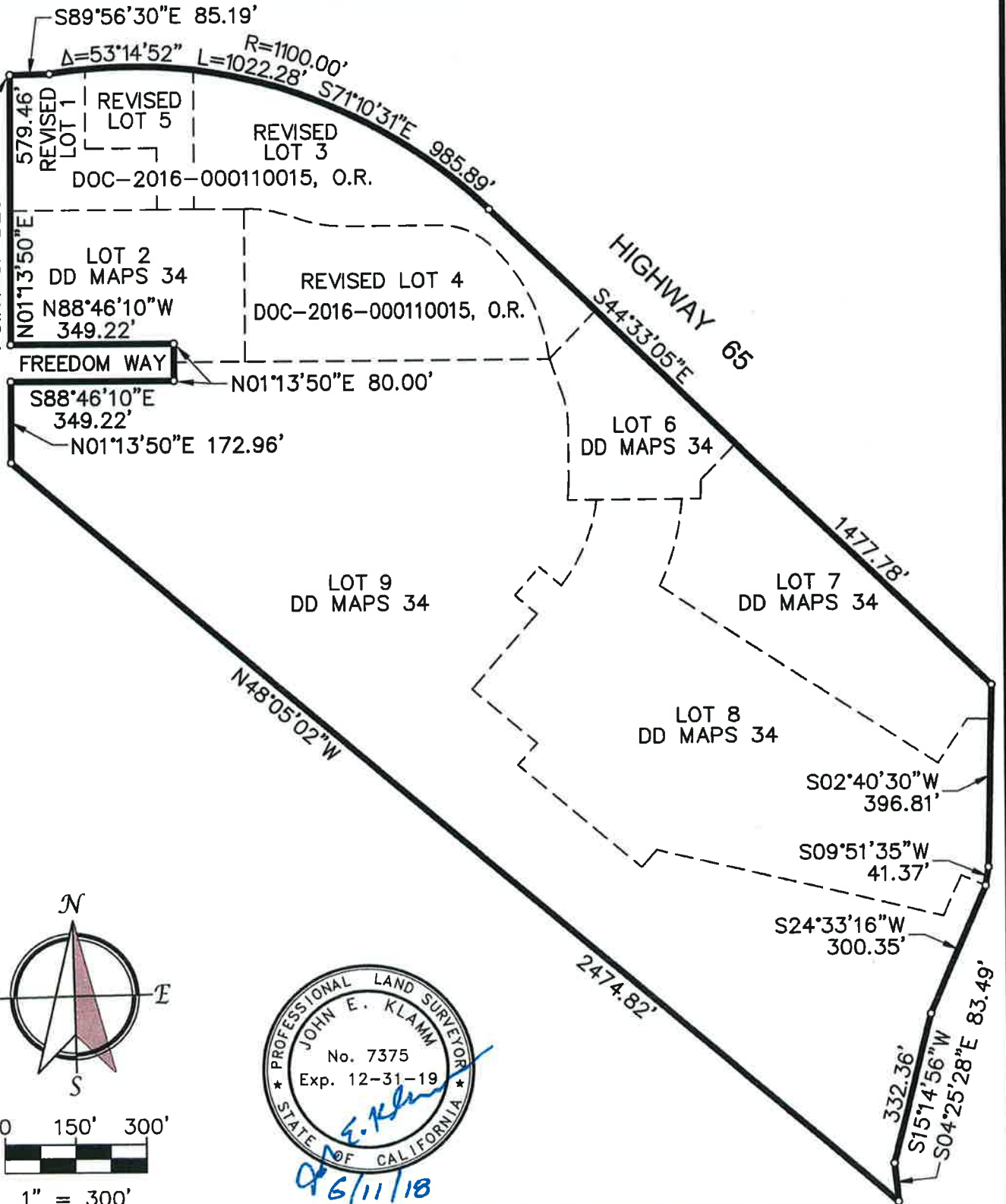
This description was prepared by me or under my direction pursuant to the Professional Land Surveyors' act.


John E. Klamm, L.S. 7375

Dated: 6/11/18



WASHINGTON BOULEVARD
POINT OF BEGINNING



785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

TSD ENGINEERING, INC.
expect more.

EXHIBIT "B"
PLAT TO ACCOMPANY DESCRIPTION
"NCRSP - PARCEL 49", DD MAPS 34
CITY OF ROSEVILLE
COUNTY OF PLACER, STATE OF CALIFORNIA

SCALE:
1"=300'

DATE:
4/18/2018

SHEET
1 OF 1

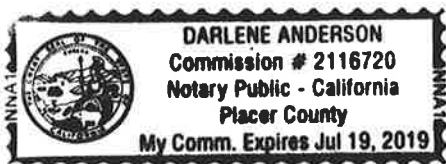
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 PLACER)
 On 07/02/2018 before me, DARLENE ANDERSON, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared NANCY SHORT
 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]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: TRANSIT BUS SHEET Document Date: 06/11/2018
 Number of Pages: 4 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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



COUNCIL COMMUNICATION

CC #: 9497

File #: 0721

Title: The Villages at Sierra Vista JM-20 Phase 1 - Transit Bus Shelter #260 Construction Fee Agreement
Contact: Anita Giordano 916-774-5385 AGiordano@roseville.ca.us

Meeting Date: 9/5/2018

Item #: 7.21.

RECOMMENDATION TO COUNCIL

Staff recommends that the Council adopt a resolution approving a Bus Shelter Construction Fee Agreement for the construction of Bus Shelter #260 between the City of Roseville and John Mourier Construction, Inc. and authorizing the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The developer has remitted the full and present cost (\$10,000) for construction of bus shelter #260 and has requested to enter into a Bus Shelter Construction Fee Agreement. This option of entering into an agreement is per Condition #30 of the Planning Commission's approval of the tentative subdivision map for The Villages at Sierra Vista. The Villages or JM-20 is located at 6810 Fiddymment Road. Staff anticipates that bus service to this location will be added three or more years into the future, necessitating the installation of a bus shelter at that time.

FISCAL IMPACT

The construction fee of \$10,000 provides security for bus shelter #260 to be installed in the future with no fiscal impact to the City's General Fund or the Local Transportation Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

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

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Anita Giordano, Administrative Technician

Rhon Herndon, Public Works Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-381

260 Transit Bus Shelter Construction Fee Agreement

RESOLUTION NO. 18-381

APPROVING A TRANSIT BUS SHELTER CONSTRUCTION FEE AGREEMENT BY AND
BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC.,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a Transit Bus Shelter Construction Fee Agreement regarding the Bus Shelter #260, by and between the City of Roseville and John Mourier Construction, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RECORDING REQUESTED BY AND WHEN RECORDED,
PLEASE RETURN TO:

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

TRANSIT BUS SHELTER
CONSTRUCTION FEE AGREEMENT

Project Name: Villages at Sierra Vista JM-20 Phase I

Shelter Number: 260

THIS AGREEMENT is made and entered into this _____ day of _____,
20____, by and between the CITY OF ROSEVILLE, a municipal corporation, ("CITY") and
John Mourier Construction, Inc., a
a CALIFORNIA CORPORATION, ("DEVELOPER"), and

W I T N E S S E T H:

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Agreement Runs with the Land. This Agreement is an instrument affecting the title or possession of the Subject Property. It shall run with the land, and all of the terms, covenants, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of all of the successors in interest of DEVELOPER. Upon sale or division of the Subject Property, the terms, conditions, covenants and restrictions of this Agreement shall apply to each parcel, and the owner or owners of each parcel of the Subject Property shall succeed to the obligations imposed upon DEVELOPER by this Agreement.
2. Payment. Concurrent with the execution of this Agreement, DEVELOPER shall pay to CITY the sum of Ten Thousand Dollars and 00/100 (\$ 10,000.00), which represents the full current cost of constructing a bus shelter, or other transit related facility.
3. Location. CITY, in its sole discretion, may choose to construct, install, operate, and/or maintain a bus shelter upon the Subject Property, or may choose to use the funds in whole or in part to construct, install, operate, and/or maintain any other transit related facilities in the transit service area in which the Subject Property is located.

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

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

DEVELOPER
John Mourier Construction, Inc.
1430 Blue Oaks Boulevard, Suite 190
Roseville, California 95747
Attn: Steve Schnable

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

DEVELOPER:
John Mourier Construction, Inc., a
California Corporation

BY: _____
DOMINICK CASEY
Acting City Manager

BY: _____
its: _____

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: _____
its: _____

APPROVED AS TO FORM:

(NOTARIZATION REQUIRED)

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
RHON HERNDON
Public Works Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of Placer)On July 11, 2018 before me, Karen Headley, A notary public
Date Here Insert Name and Title of the Officerpersonally appeared Rod Yamaneit
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

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

EXHIBIT ‘A’

DESCRIPTION

All that real property situated in the City of Roseville, County of Placer, State of California and being a portion of Section 36, Township 11 North, Range 5 East, M.D.M.; Being that portion of “Vista Grande Boulevard” adjacent to the southerly boundary of Lot 15 as shown on the final map entitled “The Villages at Sierra Vista”, filed July 29, 2015, in Book DD of Maps, Page 26, Placer County Official Records.

LOT 10

CURVE TABLE				
CURVE #	LENGTH	PIRADIUS	DELTA	CHORD DIRECTION LENGTH
C7	30.14'	400.00'	4° 19' 01"	52° 35' 36" E 50.15'

South Boundary of Lot
15, DD Maps 26

34

020170-2L CN 904

5 SHEET 5 OF 10

DOT 21

SEE SHEET 3.

VISTA GRANDE BOULEVARD

MARCEL 'B'



COUNCIL COMMUNICATION

CC #: 9482

File #: 0721

Title: Transit Advertising Services - Agreement Amendment

Contact: Helen Dyda 916-774-5443 hdyda@roseville.ca.us

Meeting Date: 9/5/2018

Item #: 7.22.

RECOMMENDATION TO COUNCIL

Staff is requesting that the City Council adopt a resolution to approve the Second Amendment to the Agreement for Transit Advertising Services with Iron Horse Media, LLC, and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

Pursuant to an existing agreement with the City that began on September 5, 2012, Iron Horse Media manages and operates sale of advertising on the exterior of Roseville Transit buses. The agreement between the City and Iron Horse Media ends on September 30, 2018. There are two optional one-year extensions. This amendment is the second of the two one-year extensions and would extend the agreement to September 30, 2019.

Because of the success of the program during the last six years, and the City's desire to pursue revenue opportunities, staff recommends continuing commercial advertising. Per federal regulations, the revenue earned from advertising must be placed in the Transit Fund and used for transit operations.

The following table outlines the guaranteed advertising revenue amounts by contract year. If Iron Horse Media generates more than the guaranteed minimum revenue, the City of Roseville receives whichever is greater: the percentage rate or guaranteed dollar amount.

	Guaranteed minimum revenue to City	Percentage rate	Actual revenue received
Year 1	\$75,000.00	35%	\$95,928.66
Year 2	\$100,000.00	36%	\$115,724.93
Year 3	\$100,000.00	37%	\$104,062.49
Year 4	\$100,000.00	38.5%	\$100,000.00
Year 5	\$100,000.00	40%	\$106,366.64
Total revenue received as of July 2018			\$522,082.72

Optional Agreement Years

	Guaranteed minimum revenue to City	Percentage rate	
Optional Year 6	\$100,000.00	40%	<i>Will be received by October 20, 2018</i>
Optional Year 7	\$100,000.00	40%	<i>Will be received by October 20, 2019</i>

In addition to the revenue received from advertising, this program has also allowed various City of Roseville departments to advertise services and public safety messages to the public. Recent examples include: Summer Youth Bus Pass, Share the Road campaign, work zone safety campaign, utility services, and other important community messages. There is a provision in the contract that guarantees space for City messages, as well as a stipulation that no more than 40% of the fleet can be occupied by a single commercial advertiser. Before ads are installed on Roseville Transit buses, the content is reviewed by City staff to ensure it complies with the City Council-adopted advertising policy.

As noted above, this is the final amendment available under the existing transit advertising agreement. Given the monetary and public service announcement benefits provided by the program, staff anticipates releasing a request for proposals later in 2018 in order to continue the program beyond the September 20, 2019 expiration date of the proposed amendment.

FISCAL IMPACT

An additional contract year for transit advertising services would guarantee Roseville Transit a minimum of \$100,000 in revenue for the Transit Fund. If Iron Horse Media generates more than the minimum, the City of Roseville would receive whichever is greater: \$100,000, or 40% of the revenue.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable given extension of the Agreement continues to fund existing jobs for Iron Horse Media.

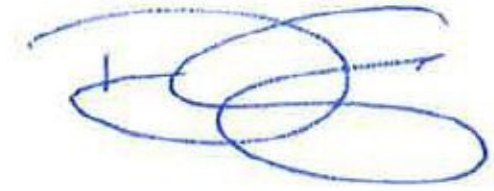
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Helen Dyda, Marketing & Communications Analyst

Rhon Herndon, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-370

Second Agreement for Transit Advertising Services

RESOLUTION NO. 18-370

APPROVING A SECOND AMENDMENT TO AGREEMENT, 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

WHEREAS, a second amendment to agreement for transit advertising services, by and between the City of Roseville and Iron Horse Media, LLC, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**SECOND AMENDMENT TO
AGREEMENT FOR TRANSIT ADVERTISING SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and Iron Horse Media, LLC, a Limited Liability Company (“CONTRACTOR”); and

W I T N E S S E T H:

WHEREAS, CITY and CONTRACTOR previously entered into an Agreement dated September 5, 2012 and amended August 16, 2017 (“Agreement”) regarding transit advertising (“Project”); and

WHEREAS, CITY desires to amend the Agreement to extend the term of the AGREEMENT by one (1) year; and

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

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY exercises its second option to renew the agreement for one (1) additional year. Therefore, the term of this Agreement is hereby extended to September 30, 2019.”

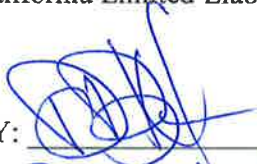
2. All other provisions of the Agreement shall remain unchanged and in full force and effect.

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

CITY OF ROSEVILLE, a
municipal corporation

IRON HORSE MEDIA, LLC, a
California Limited Liability company

BY: _____
DOMINICK CASEY
Acting City Manager

BY:  _____
its: President / Manager

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: _____
its: _____

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
RHON HERNDON
Public Works Director



COUNCIL COMMUNICATION

CC #: 9478

File #: 0201-01 & 0800-02

Title: Water Efficiency Rebate Program - Budget Adjustment

Contact: Ryley Kelly 916-746-1781 rkelly@roseville.ca.us

Meeting Date: 9/5/2018

Item #: 7.23.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt an ordinance to approve a budget adjustment in the amount of \$390,150.00 to fund the rebate program in Water Efficiency. Funds are available in the Water Operations Fund.

BACKGROUND

An omission was made in the Budget Item Detail for the Water Efficiency Fund resulting in an adopted budget of \$0 for the Water Efficiency Rebate Program. This program is used to fund rebates that incentivize residents to adopt water efficient practices.

The proposed budget adjustment would enable the water utility to continue to meet water conservation mandates.

FISCAL IMPACT

There is no net fiscal impact or impact to the General Fund. Funds are available in the Water Operations Fund to fund the Water Efficiency Rebate Program.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

15061(b)(3)). Adoption of a budget adjustment does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Ryley Kelly, Data Management Specialist

Richard Plecker, Environmental Utilities Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6011

Signed Budget Adjustment Request Form

ORDINANCE NO. 6011

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19
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 2018-19, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the rebate program in Water Efficiency, per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$390,150.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

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

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

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

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Ryley Kelly

DEPARTMENT/DIVISION*: EU

FISCAL YEAR/EFFECTIVE DATE*: FY19

PROPOSED COUNCIL DATE (if applicable): 09/05/2018

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
390,150	08433	5900	480			Water Efficiency Rebate Program
\$ 390,150	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
390,150			480			Available Resources
\$ 390,150	TOTAL					

FINANCE USE	Approved:		8/2/18		8/2/18
	BUDGET MANAGER/DESIGNEE		DATE	Finance Director	Date

Justification for Budget Adjustment*:

An omission was made in the Budget Item Detail for the Water Efficiency Fund resulting in an adopted budget of \$0 for the Water Efficiency Rebate Program. This program is used to fund rebates that incentivize residents to adopt water efficient practices. The proposed budget adjustment would enable the water utility to continue to meet water conservation mandates.

Staff recommends City Council adopt an ordinance to approve a budget adjustment in the amount of \$390,150.00 to fund the rebate program in Water Efficiency. Funds are available in the Water Operations Fund.

Approved:		Approved:	
9-2-18			
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 9487

File #: 0900-04-03

Title: Junction Blvd and Vallejo Avenue Traffic Signal Project - Budget Adjustment

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

Meeting Date: 9/5/2018

Item #: 7.24.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt the attached ordinance to approve a budget adjustment in the amount of \$155,000.00 for the design of traffic signal and roadway improvements at the intersection of Junction Blvd. and Vallejo Ave.

BACKGROUND

On December 6, 2017, the City Council executed an MOU between the City of Roseville, Placer County, Placer Valley Tourism, and the Placer Valley Sports Complex regarding the proposed Indoor Sports and Event Center (ISEC). A copy of the MOU is attached for Council's information. The MOU states that all parties agree that a new signalized intersection at Junction Blvd. and Vallejo Ave. shall be developed and constructed to mitigate traffic impacts created by the ISEC Project. Due to the time sensitive nature of this project, it was agreed that the City would manage the project design through our on-call consultant.

This new signalized intersection will include the construction of the south leg of Vallejo Ave. at Junction Blvd. which will serve as an additional entrance to the ISEC and improve overall accessibility. This intersection will allow the City to better manage traffic on our local roadway network through signal timing coordination and Intelligent Transportation System (ITS) management.

FISCAL IMPACT

\$155,000.00 is needed for the design of the Junction Blvd. and Vallejo Ave. signalized intersection and the associated ISEC driveway. These intersection and driveway improvements are an essential part of PVT's site improvement plans. This expense is split between the Public Facilities Fund (PFF) and Traffic Mitigation Funds (TMF) and is consistent with the most recent (2015) Public Facilities Nexus study. The budget adjustment of \$155,000.00 is itemized as follows:

- Civil roadway design - \$85,000.00 (PFF)
- Traffic signal design - \$50,000.00 (TMF)

- City Staff time for civil design review - \$10,000.00 (PFF)
- City Staff time for traffic signal design review - \$10,000.00 (TMF)

Total Design Costs \$155,000.00

All costs associated with the design of the improvements, including City staff time, are a part of the land acquisition agreement with Placer County whereby these City costs are credited towards the cost of the property needed for the expansion of the public safety building adjacent to the fairgrounds.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this project will create 1.7 jobs.

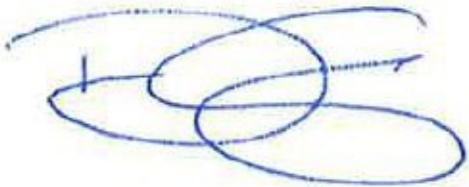
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Jana Cervantes, Senior Engineer

Rhon Herndon, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6012

Budget Adjustment Form

MOU - Among the COR, Placer County, PVT, PVSC on the Proposed Placer Indoor Sports & Events Center

ORDINANCE NO. 6012

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19
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 2018-19, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the design of the traffic signal and roadway improvements at the intersection of Junction Boulevard and Vallejo Avenue, per request of the Public Works Department, as listed on the attached Request for Budget Adjustment in the amount of \$155,000.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

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

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

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

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Jerome Pastor

DEPARTMENT/DIVISION*: Public Works - Engineering

FISCAL YEAR/EFFECTIVE DATE*: FY 2019

PROPOSED COUNCIL DATE (if applicable): 08/15/2018

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
50,000	08330	5101	221	810226	45	Junction-Vallejo - Traffic Signal Design
10,000	08330	5650	221	810226	45	City staff time Traffic Signal design
85,000	01575	5101	222	810226	45	Junction-Vallejo - Civil roadway Design
10,000	01575	5650	222	810226	45	City staff time Civil Roadway design
\$ 155,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
(60,000)			221			TMF - reduce available resources
(95,000)			222			PFF- reduce available resources
(10,000)	08320	4998	100			City staff time Traffic Signal design
(10,000)	08320	4998	100			City staff time Civil Roadway design
20,000			100			General Fund - increase available resources
\$ (155,000)	TOTAL					

FINANCE USE	Approved:  8/6/18	 8/6/18
	BUDGET MANAGER/DISEGNEE	Finance Director
	DATE	DATE

Justification for Budget Adjustment*:

on behalf of Dennis Kauffman

Per the MOU between the City, Placer County, Placer Valley Tourism (PVT), and Placer Valley Sports Complex, \$155,000 is needed for the design of the Junction Blvd/Vallejo Ave signalized intersection and the associated sports complex driveway. These intersection and driveway improvements are an essential part of PVT's site improvement plans. All costs associated with the design of the improvements, including City staff time, are a part of the land acquisition agreement with Placer County whereby these City costs are credited towards the cost of the property needed for the expansion of the public safety building. This expense is shared between TMF and PFF and is consistent with the most recent (2015) Public Facilities Nexus study.

Approved:  8-2-2018	Approved:
REQUESTING DEPARTMENT HEAD / DESIGNEE	CITY MANAGER
DATE	DATE

Memorandum of Understanding
Among the City of Roseville, the County of Placer, Placer Valley Tourism
and Placer Valley Sports Complex
On The Proposed Placer Indoor Sports and Event Center

This Memorandum of Understanding (the "MOU") is made and entered into this 6th day of December, 2017, by and among the County of Placer, a political subdivision of the State of California (the "County"), the City of Roseville, a charter city and municipal corporation organized and existing under the laws of the State of California (the "City"), the South Placer County Tourism Corporation, a California non-profit corporation, dba Placer Valley Tourism ("PVT"), and the Placer Valley Sports Complex, Inc., a California non-profit corporation ("PVSC"). The parties may collectively be referred to herein as the "Parties," and individually as a "Party." This MOU is made by the Parties with reference to the following Recitals:

- A. County is the owner of approximately 61 acres of improved real property at 800 All America City Boulevard in Roseville California, which is commonly referred to as the Placer County Fairgrounds ("Fairgrounds"); and
- B. On October 11, 2016, the County authorized the County's Director of Public Works and Facilities to negotiate certain agreements with PVT, with respect to the operation of the Fairgrounds; and
- C. PVT is a private non-profit corporation organized with the charter purpose of enhancing the vitality of the local hotel industry, and to support economic development that draws visitors to Placer County for purposes of business, recreation and leisure; and
- D. On December 6, 2016, County approved a Feasibility Analysis Agreement with PVT, allowing PVT access to the Fairgrounds for purposes of evaluating the Fairgrounds property for the potential operation and management of the Fairgrounds and for the potential of constructing a new indoor sports and events center (the "ISEC"); and
- E. On March 21, 2017, County designated PVT as the new operator of the Fairgrounds effective as of July 2017, and approved a budget revision appropriating \$2,000,000 to Project No. 04969 Fairgrounds Repair (the "Renovation Project") in the County's Capital Projects fund; and

- F. On March 21, 2017 the County determined that the Renovation Project is categorically exempt from environmental review under the California Environmental Quality Act ("CEQA"); and
- G. PVSC will utilize bond financing for the construction of the Renovation Project and related improvements, and the City will be the issuer of the bonds; and
- H. On May 10, 2017, the Roseville City Council adopted a Resolution Determining that Amendments to the Management District Plan for the Placer Valley Sports Complex and Tourism Marketing District are Authorized and Amending the Authorization to Issue Bonds; and
- I. County, PVT and PVSC wish to negotiate a proposed long-term ground lease of acreage within the Fairgrounds for the potential construction of the ISEC, a culinary arts building and other on-site improvements to the Fairgrounds related to the ISEC (collectively, the "ISEC Project"), which is separate and distinct from the Renovation Project previously approved by the County; and
- J. PVSC is a private non-profit corporation formed and organized by PVT for the purpose of implementing the Renovation Project and ISEC Project and operating and managing the Fairgrounds; and
- K. County, as lead agency and owner of the Fairgrounds property, intends to initiate a public planning and environmental review process under the CEQA for the ISEC Project and potential related improvements anticipated under the potential ground lease. The planning and environmental review process will utilize County policies and standards; and
- L. In recognition of the fact that the Fairgrounds property is located within the physical boundary of the City, and that City residents may be affected by the impacts of the ISEC Project, County and City desire to exercise a higher level of mutual cooperation in the planning and environmental review of the ISEC Project than may otherwise be required under law, including CEQA; and
- M. It is anticipated that PVSC will utilize bond financing for the construction of the ISEC Project and related improvements, and that the City will be the issuer of the bonds, subject to the County's approval of the ISEC Project consistent with this MOU; and
- N. It is further anticipated that the County may contribute funds to the construction of the ISEC Project; and
- O. Based on the commitments by the Parties contained in this MOU, the City is willing to support the issuance of the bonds sought by PVT and PVSC and, further, to construct a new signalized intersection at Junction Boulevard and Vallejo Street, as described herein, that will serve as a new entry into the

Fairgrounds and the ISEC Project, subject to CEQA review and approval of the ISEC Project consistent with this MOU.

NOW, THEREFORE, in consideration of the promises and commitments contained in this Memorandum of Understanding, the Parties hereto agree as follows:

Section 1. Cooperation On The Renovation Project. The Parties agree that close cooperation prior to and during the construction of the Renovation Project is important, and that City is interested in specific aspects of the Renovation Project that may affect City residents. To respond to City's interests on these matters, the Parties have identified specific components of the Renovation Project on which future interaction between the Parties will be conducted.

Section 2. Washington Boulevard Landscaping. County, PVT and PVSC intend to install, and after such installation maintain, new landscape improvements along the Fairgrounds frontage of Washington Boulevard as part of the Renovation Project. Landscape improvements to the Fairgrounds frontage shall be consistent with applicable County standards.

Section 3. Electronic Marquee Sign. The Parties agree that, should the County Director of Public Works and Facilities determine in writing the sign design is acceptable to the County, PVT and PVSC shall install, operate and maintain an electronic marquee sign on Washington Boulevard, to identify and promote Fairground and other PVT and PVSC events. The Parties agree that the electronic marquee sign shall be approximately the same size as the existing sign at the Fairgrounds entrance. The electronic marquee sign shall not include commercial advertising unrelated to Fairground or PVT and PVSC events or rolling text messages.

Section 4. Parking and Lighting. The Parties agree that existing paved parking areas at the Fairgrounds as shown on **Exhibit A** shall be repaved and new lighting installed on those portions as an element of the Renovation Project. County, PVT and PVSC have shared the paved parking lot photometric lighting plan with the City and have agreed that the paved parking lot light standards to be installed shall not exceed 25-feet in height and shall meet Title 24 standards regarding minimizing off-site spill-over light which significantly reduces the off-site lighting impacts compared to existing parking lot lighting conditions. The Parties acknowledge and agree that neither PVT, PVSC, nor the County intend to pave currently unpaved portions of the parking areas at the Fairgrounds, or light currently unlit portions of those parking areas. The City acknowledges and agrees that it has no control or authority over parking areas within the Fairgrounds to be paved, remain unpaved, or to be lighted.

Section 5. Cooperation On The Planning and Environmental Review for ISEC Project. County, PVT and PVSC agree that the public planning and review process for the ISEC Project shall prioritize input from the City and shall take into consideration City policies and concerns related to the construction and operation of the ISEC Project.

Prior to the commencement of the environmental review process for the ISEC Project, on May 31, 2017 County conducted a public outreach meeting, with advance notice provided to the City and residents within the City most likely to be affected by the ISEC Project. County has also submitted a draft project description of the ISEC Project to the City, along with additional information as appropriate to facilitate review and comment by the City and its various departments regarding planning, infrastructure, environmental and public service issues applicable to the ISEC Project. Following the commencement of the planning and environmental review process for the ISEC Project, the County, PVT and PVSC shall meet with City staff no less than monthly to update the City on the status and details of the ISEC Project and to discuss substantive issues pertaining to the processing and conditioning of the ISEC Project by the County.

Section 6. Identification and Mitigation of Traffic Impacts. The Parties agree to the following:

- a) City staff shall be provided with the opportunity to provide advance input into the traffic and circulation analysis to be conducted for the ISEC Project.
- b) The County, PVT and PVSC, in collaboration with the City, shall prepare a Traffic, Parking, Event and Site Management Plan for the ISEC Project, which would include specific protocols for the following: (1) notification to the City by County, PVT and PVSC in advance of events at the ISEC Project that may exceed 8,000 attendees; (2) identification of an attendance threshold for events at the ISEC Project that would require the County and/or PVT and PVSC to provide off-site parking and shuttle services; (3) identification of certain events (either by attendance or type or other factors that would require the need for off-site traffic management by City police); (4) identification of future events that may utilize City or other parking facilities for off-site parking; and (5) address public safety calls to the Fairgrounds during events and at non-event times.
- c) The County, PVT and PVSC will, in collaboration with the City, prepare a protocol agreed upon by the Parties whereby the City Police will receive advance notification prior to events at the Fairgrounds and/or the ISEC Project where alcoholic beverages will be served.
- d) The Parties agree to undertake future contract negotiations in good faith regarding the provision of on-site law enforcement by the Placer County Sheriff's Office and off-site traffic control by the City of Roseville Police Department.

The items specified as (a) through (d) above may be adopted by the Parties through either a subsequent agreement between the Parties, as ground lease terms, or mitigation measures adopted by the County for the ISEC Project, or through a combination thereof. Items (c) and (d) are intended to be separate and additional provisions to those contained in the Law Enforcement Services Memorandum of Understanding between the Roseville Police Department and the Placer County Sheriff's Office dated August 2016.

Section 7. Junction/Vallejo Traffic Signal. All Parties agree that a new and additional entrance to the ISEC Project and Fairgrounds will be beneficial, and, subject to CEQA review and approval of the ISEC Project, the City shall construct a new signalized intersection at Junction Boulevard and Vallejo Street within the area shown in **Exhibit B**, in accordance with future intersection improvement plans to be developed and agreed upon by the Parties. To the extent practicable, the Parties agree that the new signalized intersection shall be completed and operational by May 2019. In the event the Parties determine that construction of the new intersection by the County, PVT and PVSC, with the funding for the cost of such construction provided by the City, is more time efficient, the County, PVT and PVSC may construct the new intersection. In consideration for the intersection improvements constructed and/or funded by the City, the Parties intend that County will convey County owned land as described in Section 8 of this MOU.

Section 8. Conveyance of Land to City. City has indicated an interest in acquiring approximately 3.16± acres of land from the County south of the City's Police Station ("County Land"), the precise extent and location of which land acquisition is to be determined by subsequent negotiation and agreement between the County and City. County and City agree and acknowledge that their mutual intent is to work towards a conveyance of the County Land based on a price established by appraisal. County and City agree and acknowledge that their mutual intent is: 1) if the appraised value of the County Land is less than the City cost of installing the new signalized intersection at Junction/Vallejo, as set forth in Section 7 of this MOU, installation of the traffic signal will constitute fair consideration to County for the County Land with no further payment from City to County; 2) if the appraised value of the County Land is greater than the City's cost of signal installation, the City will pay County the difference in value prior to conveyance; and 3) if there are any hazardous material issues affecting the County Land, the County and City will address the cost and terms for remediation as part of the conveyance agreement. The County and City agree and acknowledge that a conveyance of the County Land can occur, if at all, only pursuant to a separate written agreement between the County and City.

In the event that the County does not approve the ISEC Project, PVT and PVSC agree to reimburse the City the cost City incurred in the design of the new signalized intersection at Junction/Vallejo.

County or City may choose to realign Corporation Yard Road to intersect with the southern extension of the new signalized intersection described in Section 7 of this MOU. In the event that County or City chooses to extend Corporation Yard Road as described in this Section 8, County or City shall notify the other of its intent to realign the roadway and to determine whether or not the other has any interest in acquiring land from the other and/or participate in the cost of constructing the realigned Corporation Yard Road.

Section 9. Funding of Mitigation Measures and Commitments. The County, PVT and PVSC shall, to the extent authorized by the governing bodies of each entity,

make good faith efforts to ensure that funding for Project mitigation measures and/or commitments required and/or designed to respond to impacts, issues or concerns raised by City or City residents and adopted or agreed upon by the County, be adequately funded by bond proceeds for the ISEC Project and be given priority over other project components. The County agrees that its Project Management Team, or equivalent personnel, will review project plans and specifications to confirm to the extent practicable that the bond funding requested covers the improvements identified in this Section 9.

Section 10. Revenue Bonds. The City agrees to cooperate with PVT and PVSC in the negotiation and execution of bond financing for construction of the Renovation and ISEC Projects consistent with the terms of this MOU.

Section 11. Limitation on Race Events. The County, PVT and PVSC agree that the number and frequency of annual race events held at the fairgrounds speedway shall not exceed those shown in the All American Speedway 2017 Schedule as a reference point, attached hereto as **Exhibit C** and incorporated herein by this reference.

Section 12. Limitation on Hours of Outdoor Events. The County, PVT and PVSC agree that, with the exception of the County Fair, outdoor events at the Fairgrounds shall be prohibited from extending beyond 10:00 p.m.

Section 13. Other Landscaping Improvements, Street Abandonment. The County, PVT and PVSC agree to landscape the reconstructed fairgrounds frontage on Lawton Avenue with evergreen plants in order to create a hedge wall on the boundary of the ISEC Project and the single-family homes on the south side of Lawton Avenue. In order to accommodate the Lawton Avenue landscape improvements described in this Section 13, City shall, to the extent necessary and allowed by law, abandon to the County the requisite portions of the Lawton Avenue right-of-way.

The County, PVT and PVSC shall also construct a landscape hedge wall along the west boundary of the ISEC Project adjacent to existing multi-family residential uses in the City. The County, PVT and PVSC shall additionally construct a masonry wall on the west boundary of the ISEC Project if the project's EIR determines that such a masonry wall is required to reduce noise impacts of the ISEC Project on such adjacent residential uses to less than significant.

Section 14. Emergency Response Calls. The Parties acknowledge that as a result of the ISEC Project, the number of emergency response calls to City fire and police personnel may increase. The Parties further acknowledge that annual sales tax and TOT tax revenues to the City will likely increase as a result of the ISEC Project. In the event that the City becomes concerned that its costs of increased emergency response calls resulting from development of the ISEC Project may exceed the amount of increased annual sales tax and TOT tax revenue attributable to the ISEC Project, the Parties agree to meet, confer and negotiate a means by which any potential negative fiscal impact to the City of such increased emergency response calls will be mitigated.

Section 15. MOU Not Approval of the Project. The approval of this MOU is exempt from environmental review under CEQA pursuant to CEQA Guidelines § 15378(b)(4). The approval of this MOU does not constitute the approval of a “project” under CEQA because it does not involve any commitment to any specific project, which may result in a potentially significant physical impact on the environment. Further, this MOU does not obligate the Parties, or any of them, to undertake a specified construction project nor does it set a time for development, and the approval of this MOU does not constitute the approval of any particular project at the Fairgrounds, or otherwise.

Section 16. Incorporation of Commitments Into Proposed Ground Lease. PVT and PVSC shall incorporate the commitments of PVT and PVSC contained in this MOU and all mitigation measures relating to the ISEC Project, as may be adopted and approved by the County, into the proposed ground lease between PVT, PVSC and the County.

Section 17. General Provisions.

(a) **No Waivers.** A waiver of any breach of any provision of this MOU shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision operate as a waiver of such provision or of any other provisions.

(b) **No Third Party Beneficiary.** This MOU is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. This MOU is not intended to, and shall not be construed to, create any right on the part of any third party to bring any action or otherwise enforce any of its terms.

(c) **Notice.** All notices required by this MOU shall be deemed to have been given when made in writing and hand delivered or mailed, certified, return receipt requested, to the respective Parties and their representatives at their respective addresses as set forth below or such other addresses as they may provide, in writing as set forth above, to the other Party from time to time:

To the County:

County of Placer
Department of Public Works and Facilities
Physical Address: 2855 Second Street
Mailing Address: 11476 C Avenue Auburn, CA 95603
Attention: Property Manager

With a copy to:

County of Placer
Office of County Counsel 175 Fulweiler Avenue
Auburn, CA 95603
Attention: Placer County Fairgrounds Counsel

To the City:

City of Roseville
311 Vernon Street
Roseville, CA 95678
Attention: City Manager

To PVT:

Placer Valley Tourism
2204 Plaza Drive, Suite 110
Rocklin, CA 95675
Attention: Chief Executive Officer

To PVSC:

Placer Valley Sports Complex, Inc.
2204 Plaza Drive, Suite 110
Rocklin, CA 95675
Attention: Chief Executive Officer

(d) Amendments. This MOU may be modified or amended only by mutual and written agreement of the Parties.

(e) Severability. Notwithstanding any provision of applicable law to the contrary, if any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this MOU shall be construed and enforced as if such void, illegal, invalid, or unenforceable provision had never comprised a part of this MOU, and the remaining provisions of this MOU shall remain in full force and effect and shall not be affected by the void, illegal, invalid, or unenforceable provision or by its severance from this MOU.

(f) Headings and Captions. Headings and captions on sections and subsections are provided for the convenience of the Parties only and shall not be considered in the construction or interpretation of this MOU, nor limit, amend or affect the meaning of the provision to which they pertain.

(g) No Joint Venture or Partnership. This MOU does not create any form of joint venture, partnership or other association between the County, the City, and/or PVT and PVSC, and the Parties agree that nothing in this MOU or in any document executed in connection with it shall be construed as creating any such relationship.

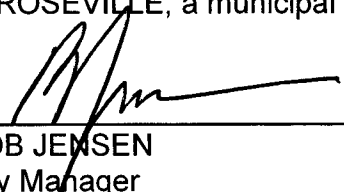
(h) Time is of the Essence. Time is of the essence of each and every provision of this MOU.

(i) Termination. This MOU shall remain in effect for so long as the Project is under consideration by the County for approval, and if the Project is approved, for so long as the Project remains operational. In the event that the County and/or PVT and PVSC elect not to proceed with the Project or to terminate project operation, the County and/or

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, as authorized the execution of this MOU in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. 17-493, adopted by the Council of the City of Roseville on the 6th day of December, 2017, and the County of Placer, PVT and PVSC have caused this MOU to be executed.

CITY OF ROSEVILLE, a municipal corporation

By: _____


ROB JENSEN
City Manager

ATTEST:

By: _____


SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____

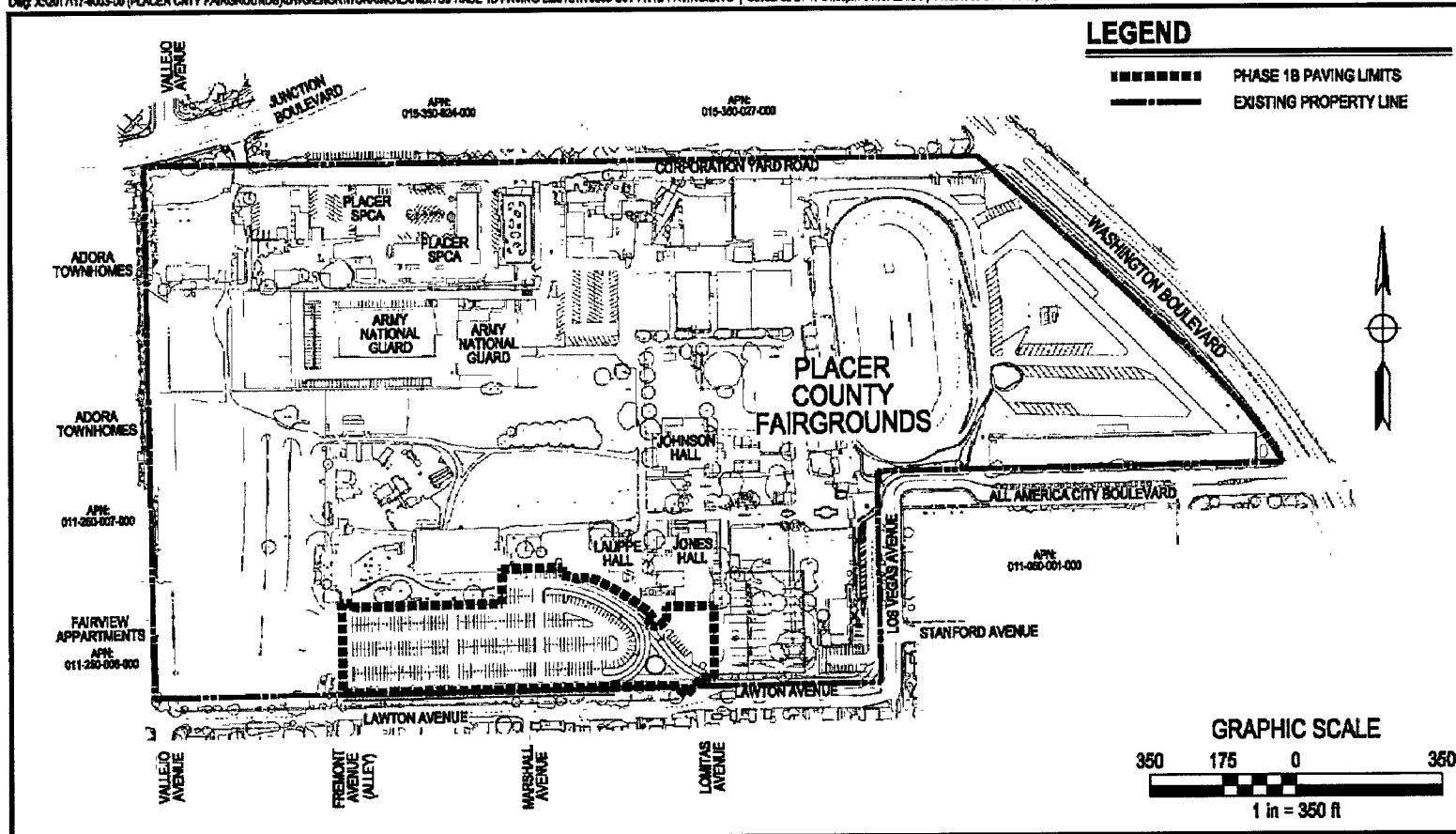

ROBERT R. SCMITT
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____


DOMINICK CASEY
Assistant City Manager

Dwg: X:\2017\17-0003-00 (PLACER CNTY FAIRGROUNDS)\DWG\ENG\WORKING\EXHIBITS\PHASE 1B PAVING LIMITS\170003-001-PH1B-PAVING3.DWG | Saved: 08-21-17 01:56pm PMCKENNA | Plotted: 08-21-17 01:56pm PMCKENNA



MORTON & PITALO, INC.
 CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
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 75 Iron Point Circle, Suite #120
 Folsom, CA 95630
 phone: (916) 964-7621
 survey email: rickling@mpengr.com • web: www.mppengr.com

DRAWN:	PEM	JOB NO:	17-0003-00
CHECKED:	JC	DATE:	08-21-2017
SCALE:	1"=350'	SHEET:	1 of 1

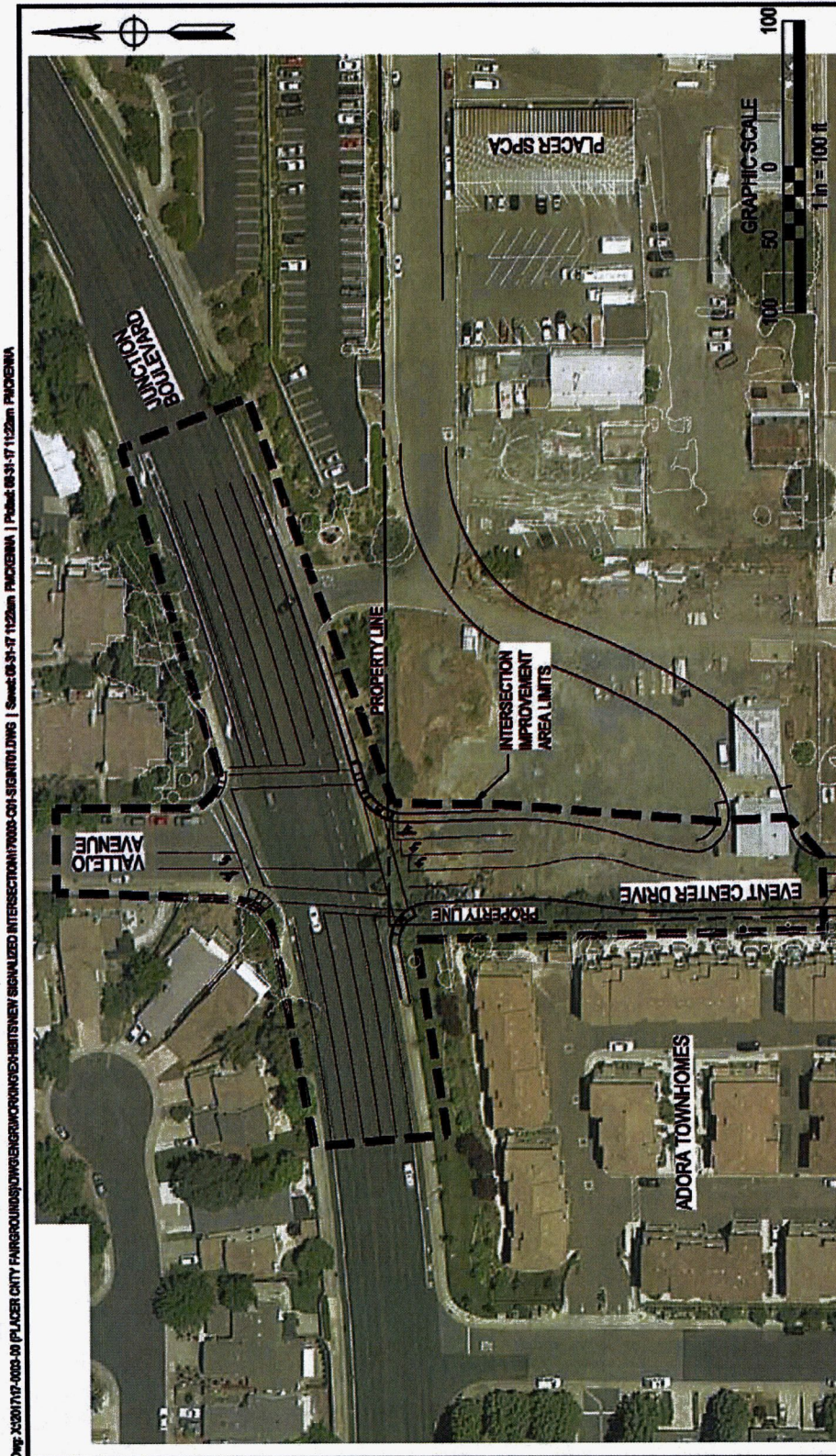
EXHIBIT

PLACER COUNTY FAIRGROUNDS MOU PARKING LOT RENOVATION AREA

ROSEVILLE, PLACER COUNTY, CALIFORNIA

EXHIBIT A

EXHIBIT B



Dwg: 230717-0003-00 (PLACER CNTY FAIRGROUNDS/JUNIOR HORSESHOOTING) NEW SIGNALIZED INTERSECTION/17000-CR-SIGNALIZING | Sheet: 08-31-17 1122am PLACER CNTY | Plot: 08-31-17 1122am PLACER CNTY

MORTON & PITALO, INC. CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING Folsom • Sacramento • Fresno 75 Iron Point Circle, Suite #100 Folsom, CA 95630 Phone: (916) 438-1171 Fax: (916) 438-1172 Email: info@mortonpitalo.com		JOB NO: 17-0003-00
		DATE: 08-31-2017
DRAWN: PEM	CHECKED: JC	SCALE: 1"=100'
		SHEET: 1 of 1

EXHIBIT

PLACER COUNTY SPORTS AND EVENT COMPLEX

EXHIBIT 'B'

NEW SIGNALIZED INTERSECTION IMPROVEMENT AREA

ROSEVILLE / PLACER COUNTY, CALIFORNIA

EXHIBIT C

2017 SCHEDULE*



DATE	CLASSES	SERIES PTS.
MAR 18,25 APR 1,8th	PLAY DAYS: Practice, Test and Tune	Grandstands Open - Free Admission
15-Apr	PCS Late Models SS, NCMA, F-4	1
22-Apr	NS Mods, Bombers Pro-4 mods, Legends	Gene Welch Memorial Classic 2
29-Apr	Street Stock Bombers, Limited Modifieds, F-4	3
6-May	Dark Night - No Races	
13-May	SS, BOM, F-4, Limited Modifieds, Pro-4 Mods	4
20-May	SS, BOM, F-4, Limited Modifieds, Hardtops	5
27-May	Dark Night - No Races	
3-Jun	Monster Trucks-- Street Stock Open (BMR)	
10-Jun	SS, Bombers, F-4, Limited Modifieds, Legends of Pacific	6
17-Jun	Pacific Challenge LM, SS, Bombers, Hardtops	7
24-Jun	NSCS Mods, SS, Bombers Pro-4 Mods Placer County Fair	8
1-Jul	NO RACES	
8-Jul	NO RACES	
15-Jul	NO RACES	
22-Jul	NO RACES	
JULY 29th	NO RACES	
Aug 5th	SS, Bombers, Limited Mods, Legends of Pacific	9
AUG. 12th	SS, Bombers, F-4, Limited Modifieds	Jim McGinnis Memorial Race 10
AUG. 19th	SS, BOM, F4, Hardtops	Matt Camp Memorial Race 11
AUG. 26th	BOM, NCMA Sprints Pro-4 MODS	Back to School Night 12
Sept 2nd	Dark Night - No Races	
Sept 9th	SS, Bombers, Limited Mods, Legends of Pacific	13
SEPT. 16th	SS, BOM, F4, NCMA Sprints Limited Modifieds	14
SEPT. 23rd	SS, BOM, F4, Legends of Pacific	15
SEPT. 30th		
Oct 7th		
OCT 13th	PCS LM, NSMode Practice	
OCT. 14th	K/N Pro Series	
OCT,27,28	Vintage Classic	
NOV	AAS AWARDS BANQUET	

*SCHEDULE SUBJECT TO CHANGE

Limited Mods 8 events

PRO4 = Pro 4 Modifieds (4 Events) Legends 5 events

NCMA Sprints 3 Events Hardtops 3 events

NSCS = Modifieds (3 Events) 80 Laps PCS LM (3 Events)

SS = Street Stocks - 13 Events - Races are 35 Laps Unless Otherwise Noted

BOM = Bombers - 14 Events - Races are 35 Laps Unless Otherwise Noted

F4 = 4 Cylinder - 9 Events - Races are 25 Laps Unless Otherwise Noted

Ticket Prices:

Adults-\$10 (16-59) Pacific Challenge-NSCS Mods Adult- \$15.00

Seniors-\$7 (60+)

Juniors-\$7 (6-15)

Child-FREE (Under 6)

Family Pass-\$35 (2 Adults and 3 Jr.)

www.AllAmericanSpeedway.com


800 All America City Blvd. Roseville, CA 95678 916-786-2023

Gates open at 4 p.m. Opening Ceremonies at 6 p.m. for all AAS Events



4/7/2017



RESOLUTION NO. 17-493

APPROVING A MEMORANDUM OF UNDERSTANDING
AMONG THE CITY OF ROSEVILLE, THE COUNTY OF PLACER, PLACER VALLEY
TOURISM AND PLACER VALLEY SPORTS COMPLEX ON THE PROPOSED PLACER
INDOOR SPORTS AND EVENTS CENTER, AND THE CITY OF ROSEVILLE AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a Memorandum of Understanding among the City of Roseville, the County of Placer, Placer Valley Tourism and Placer Valley Sports Complex on the Proposed Placer Indoor Sports and Event Center, has been reviewed by the City Council;

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

PASSED AND ADOPTED by the City Council of the City of Roseville this 6th day of December, 2017, by the following vote on roll call:

AYES COUNCIL MEMBER: Alvord, Herman, Allard

NOES COUNCIL MEMBER: None

ABSENT COUNCIL MEMBER: Gore, Rohan



for Mayor

ATTEST:



City Clerk



COUNCIL COMMUNICATION

CC #: 9477

File #: 0106

Title: League of California Cities Annual Conference - 2018 Resolutions

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

Meeting Date: 9/5/2018

Item #: 7.25.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council provide direction to the City's voting delegate regarding the City's positions on the League of California Cities resolutions being considered at its annual conference. (Attachment A) Staff recommends the following position on the proposed resolutions: Resolution 1–Approve; and, Resolution 2-Disapprove.

BACKGROUND

This year's League of California Cities Annual Conference is being held September 12 – 14, 2018 in Long Beach. The annual business meeting will be held on Friday, September 14, at noon when the membership takes action on Conference resolutions.

Designated voting delegates or their alternates registered to attend the Annual Conference constitute the League's General Assembly. At the August 15, 2018 City Council meeting, the Council appointed Council Member John Allard as the City's voting delegate.

Annual conference resolutions guide cities and the League in efforts to improve the quality, responsiveness and vitality of local government in California.

DISCUSSION

The League of California Cities has identified two resolutions to be considered at the upcoming annual conference. The following is a brief description of the resolutions including staff's recommendation:

Resolution 1- (Recommended Position: Approve) – As outlined in the resolution, the relationship between the state and cities functions best as a partnership where major policy issues are approached by the state with careful consideration of the varied conditions among the state's 482 cities and 58 counties. There should be an appreciation of the importance of retaining local flexibility to tailor policies to reflect the needs and circumstances of the local community.

Still, cities have had to respond to state legislation that undermines the principle of "local control" over important issues such as land use, housing, finance, infrastructure, elections, labor relations

and other issues directly affecting cities. This resolution would require that the League of California Cities assess the increasing vulnerabilities to local authority, control and revenue and explore the preparation of a ballot measure and/or constitutional amendment that would give the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy to best preserve their local quality of life.

Staff recommendation: *The City of Roseville agrees with the primary elements regarding local control as outlined within the resolution and recommends approval of the resolution. Staff does have a concern that the resolution does not convey the importance of a well-developed and effective legislative advocacy effort and the role it plays in neutralizing bills that erode local control. However, the concern does not warrant recommending a position other than "approve".*

Resolution 2- (Recommended Position: Oppose) - This resolution calls for the League of California Cities to organize support and gain interest at the state level to repeal the preemption in California Food and Agricultural Code § 11501.1 in order to provide cities with the authority to regulate pesticides based on individual, local concerns.

Staff recommendation: *After discussions with the Placer County Agricultural Commissioner, staff recommends the City oppose this resolution. California has what is considered the best pesticide regulation process in the nation. The state requires a dual registration process for all pesticides used legally in the state. The process includes registration by the U.S. Environmental Protection Agency and a separate registration by the California Department of Pesticide Regulation, which is a department within California Environmental Protection Agency.*

Within the department, the Pesticide Registration Branch serves as primary liaison to registrants. It prepares public notices and corresponds with registrants regarding data requirements, determinations of the health effects of pesticides, and final actions on registrations. Branch scientists share data review responsibilities with staff scientists in other branches. The Branch also manages all data received, oversees call-ins of data on environmental fate and acute and chronic toxicology, maintains label files and the pesticide data library, and provides information on registered pesticides and label instructions to pesticide enforcement agencies and the public.

In addition to the registration process, each County Agricultural Commissioner has the authority to place restrictions on materials in their county if, and when, a material is producing negative outcomes with the environment and/or wildlife. The preemption of the code suggested in this resolution would create a disruption to this effective process and would make it more challenging for pest control businesses to operate effectively within the state. The preemption would mean that a company could be required to meet different standards for each city in which it provides services instead of abiding by a standardized set of regulations as currently defined by the code. It is for these reasons that staff recommends an "oppose" position on this resolution.

FISCAL IMPACT

There is no financial impact associated with this action.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §1 5061 (b) (3). Stating policy priorities does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Mark Wolinski, Government Relations Administrator

Megan MacPherson, Public Affairs and Communications Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

League of CA Cities Annual Conf Resolutions 2018



***REVISED**

Annual Conference Resolutions Packet

2018 Annual Conference Resolutions



Long Beach, California

September 12 – 14, 2018

****This packet has been updated to clarify the distinction between the support received from cities and support received from individual city officials for the proposed resolutions.***

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, two resolutions have been introduced for consideration at the Annual Conference and referred to League policy committees.

POLICY COMMITTEES: Five policy committees will meet at the Annual Conference to consider and take action on the resolutions referred to them. The committees are: Environmental Quality, Governance, Transparency & Labor Relations; Housing, Community & Economic Development; Revenue and Taxation; and Transportation, Communication & Public Works. The committees will meet from 9:00 – 11:00 a.m. on Wednesday, September 12, at the Hyatt Regency Long Beach. The sponsors of the resolutions have been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, September 13, at the Hyatt Long Beach, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 12:30 p.m. on Friday, September 14, at the Long Beach Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, September 13. Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

LOCATION OF MEETINGS

Policy Committee Meetings

Wednesday, September 12, 9:00 – 11:00 a.m.

Hyatt Regency Long Beach

200 South Pine Avenue, Long Beach

The following committees will be meeting:

1. Environmental Quality
2. Governance, Transparency & Labor Relations
3. Housing, Community & Economic Development
4. Revenue & Taxation
5. Transportation, Communication & Public Works

General Resolutions Committee

Thursday, September 13, 1:00 p.m.

Hyatt Regency Long Beach

200 South Pine Avenue, Long Beach

Annual Business Meeting and General Assembly Luncheon

Friday, September 14, 12:30 p.m.

Long Beach Convention Center

300 East Ocean Boulevard, Long Beach

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3
		1 - Policy Committee Recommendation to General Resolutions Committee		
		2 - General Resolutions Committee		
		3 - General Assembly		

ENVIRONMENTAL QUALITY POLICY COMMITTEE

		1	2	3
2	Repeal Preemption of Regulating Pesticides			

GOVERNANCE, TRANSPARENCY & LABOR RELATIONS POLICY COMMITTEE

		1	2	3
1	Local Municipal Authority, Control, and Revenue			

HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT POLICY COMMITTEE

		1	2	3
1	Local Municipal Authority, Control, and Revenue			

REVENUE & TAXATION POLICY COMMITTEE

		1	2	3
1	Local Municipal Authority, Control, and Revenue			

TRANSPORTATION, COMMUNICATION & PUBLIC WORKS POLICY COMMITTEE

		1	2	3
1	Local Municipal Authority, Control, and Revenue			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: www.cacities.org. The entire Resolutions Packet will be posted at: www.cacities.org/resolutions.

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

- | | |
|-----|---|
| A | Approve |
| D | Disapprove |
| N | No Action |
| R | Refer to appropriate policy committee for study |
| a | Amend+ |
| Aa | Approve as amended+ |
| Aaa | Approve with additional amendment(s)+ |
| Ra | Refer as amended to appropriate policy committee for study+ |
| Raa | Additional amendments and refer+ |
| Da | Amend (for clarity or brevity) and Disapprove+ |
| Na | Amend (for clarity or brevity) and take No Action+ |
| W | Withdrawn by Sponsor |

ACTION FOOTNOTES

- * Subject matter covered in another resolution
- ** Existing League policy
- *** Local authority presently exists

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Resolution Process](#).

1. RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING UPON THE LEAGUE TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE AND EXPLORE THE PREPARATION OF A BALLOT MEASURE AND/OR CONSTITUTIONAL AMENDMENT THAT WOULD FURTHER STRENGTHEN LOCAL DEMOCRACY AND AUTHORITY

Source: City of Beverly Hills

Concurrence of five or more cities/city officials

Cities: Duarte; Oceanside

City Officials: Sho Tay, Mayor, Arcadia; Emily Gabel-Luddy, Mayor, Burbank; Steven Scharf, Council Member, Cupertino; Alan Wapner, Mayor pro Tem, Ontario; Lydia Kou, Council Member, Palo Alto; Bill Brand, Mayor, Redondo Beach; David Terrazas, Mayor, Santa Cruz; Michael Goldman, Council Member, Sunnyvale; Patrick Furey, Mayor, Torrance; Lauren Meister, Council Member, West Hollywood

Referred to: Governance, Transparency & Labor Relations; Housing, Community & Economic Development; Revenue and Taxation; and Transportation, Communication & Public Works Policy Committees

WHEREAS, the State of California is comprised of diverse communities that are home to persons of differing backgrounds, needs, and aspirations; yet united by the vision that the most accessible, responsive, effective, and transparent form of democratic government is found at the local level and in their own communities; and

WHEREAS, subsidiarity is the principle that democratic decisions are best made at the most local level best suited to address the needs of the People, and suggests that local governments should be allowed to find solutions at the local level before the California Legislature imposes uniform and overreaching measures throughout the State; and

WHEREAS, the California Constitution recognizes that local self-government is the cornerstone of democracy by empowering cities to enact local laws and policies designed to protect the local public health, safety and welfare of their residents and govern the municipal affairs of charter cities; and

WHEREAS, over recent years there have been an increasing number of measures introduced within the Legislature or proposed for the state ballot, often sponsored by powerful interest groups and corporations, aimed at undermining the authority, control and revenue options for local governments and their residents; and

WHEREAS, powerful interest groups and corporations are willing to spend millions in political contributions to legislators to advance legislation, or to hire paid signature gatherers to qualify deceptive ballot proposals attempting to overrule or silence the voices of local residents and their democratically-elected local governments affected by their proposed policies; and

WHEREAS, powerful interest groups and corporations propose and advance such measures because they view local democracy as an obstacle that disrupts the efficiency of

implementing corporate plans and increasing profits and therefore object when local residents—either through their elected city councils, boards of supervisors, special district boards, or by action of local voters—enact local ordinances and policies tailored to fit the needs of their individual communities; and

WHEREAS, public polling repeatedly demonstrates that local residents and voters have the highest levels of confidence in levels of government that are closest to the people, and thus would be likely to strongly support a ballot measure that would further strengthen the ability of communities to govern themselves without micromanagement from the state or having their authority undermined by deep-pocketed and powerful interests and corporations.

RESOLVED that the League of California Cities should assess the increasing vulnerabilities to local authority, control and revenue and explore the preparation of a ballot measure and/or constitutional amendment that would give the state’s voters an opportunity to further strengthen local authority and preserve the role of local democracy to best preserve their local quality of life.

Background Information on Resolution No. 1

Source: City of Beverly Hills

Background:

The relationship between the state and cities functions best as a partnership where major policy issues are approached by the state with careful consideration of the varied conditions among the state's 482 cities and 58 counties. There should be an appreciation of the importance of retaining local flexibility to tailor policies to reflect the needs and circumstances of the local community. Still, cities have had to respond to state legislation that undermines the principle of "local control" over important issues such as land use, housing, finance, infrastructure, elections, labor relations and other issues directly affecting cities.

Alexis de Tocqueville's "Democracy in America" examined the operation of the principle of subsidiarity in the early 19th century. Subsidiarity is an organizing principle that states matters should be handled by the smallest, lowest or least centralized competent authority. Tocqueville wrote that "Decentralization has not only an administrative value, but also a civic dimension, since it increases the opportunities for citizens to take interest in public affairs; it makes them get accustomed to using freedom." Tocqueville's works were first published in 1835 with a second volume published in 1840. The United States had a population of just 17 million people in 1840, less than 50% of the population of California today and yet there was value found in decentralization.

Another consideration is to examine how the European Union ("EU") operates. There are two prime guiding principles for the EU. The first is principle of conferral, which states that the EU should act only within the limits of the competences conferred on it by the treaties. The second, which is relevant to this resolution, is the principle of subsidiarity, which states that the EU should act only where an objective cannot be sufficiently achieved by the member states acting alone. Sacramento should operate in a similar manner and only govern when objectives need to be achieved at a much larger level than a local government.

For years, Governor Jerry Brown himself has spoken on the principle of "subsidiarity." Governor Brown has asserted for numerous years that local officials should have the flexibility to act without micromanagement from Sacramento.

Legislation introduced in both 2017 and 2018 by the state legislature has continually threatened local control in flagrant opposition to the principle of subsidiarity. This has included, but not been limited to, Senate Bill 649 (Hueso) Wireless Telecommunications Facilities ("SB 649") in 2017; AB 252 (Ridley-Thomas) Local government: taxation: prohibition: video streaming services ("AB 252") in 2017; and Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus ("SB 827") in 2018.

SB 649 would have applied to all telecommunications providers and the equipment they use, including "micro-wireless," "small cell," and "macro-towers," as well as a range of video and cable services. The bill would have allowed the use of "small cell" wireless

antennas and related equipment without a local discretionary permit in all zoning districts as a use by-right, subject only to an administrative permit. Additionally, SB 649 provided a de facto CEQA exemption for the installation of such facilities and precluded consideration by the public for the aesthetic, nuisance, and environmental impacts of these facilities. SB 649 would have also removed the ability for cities to obtain fair and reasonable compensation when authorizing the use of public property and rights of way from a “for profit” company for this type of use.

SB 649 passed out of the State Assembly by a vote of 46-16-17 and out of the State Senate by a vote of 22-10-8 despite over 300 cities and 47 counties in California providing letters of opposition. Ultimately, Governor Brown vetoed the bill as he believed “that the interest which localities have in managing rights of way requires a more balanced solution than the one achieved in this bill.” It is strongly believed that the issue of wireless telecommunications facilities is not over and it is anticipated that legislation will be introduced on this topic in January 2019.

Another example of an incursion into local control was AB 252, which would have prohibited any tax on the sale or use of video streaming services, including sales and use taxes and utility user taxes. Over the last two decades, voters in 107 cities and 3 counties have adopted measures to modernize their Utility User Tax (“UUT”) ordinances. Of these jurisdictions, 87 cities and 1 county approved ordinances to allow a UUT on video providers. Prior to its first Committee hearing, AB 252 received opposition letters from 37 cities, the League of California Cities, South Bay Council of Governments, California Contract Cities Association, and nine other organizations. This bill failed in the Assembly Revenue and Taxation Committee 8-0-2, which the author of the Committee chaired.

More recently, SB 827 would have overridden local control on housing development that was within ½ mile of a major transit stop or ¼ mile from a high-quality bus corridor as defined by the legislation with some limitations. On April 17, 2018, SB 827 failed in the Senate Transportation and Housing Committee 4-6-3 but was granted reconsideration. State legislators have indicated they will continue to introduce legislation that will override local zoning ordinances for the development of affordable housing in conjunction with mixed use and/or luxury condominium/apartment housing.

These are just three examples of the increasing attempts by Sacramento to supersede local control. Presently, there are discussions occurring in Sacramento to ban cities from creating their own municipal broadband or to prohibit local ordinances over the regulation of shared mobility devices such as dockless electric scooters. These decisions should remain with each individual jurisdiction to decide based on the uniqueness of their community and the constituents that live in each city.

Often fueled by the actions of special interest groups, Sacramento is continually attempting to overreach their authority with various incursions on local control. The desire in Sacramento to strip communities of their ability to make decisions over issues which should remain at the local level seems to intensify each state legislative cycle. Increasingly, legislation is being introduced with a “one-size-fits-all” approach which is detrimental in a

state with over 40 million residents that have extremely diverse communities from the desert to the sea, from the southern to the northern borders.

Loren King in the book “Cities, Subsidiarity and Federalism” states, “Decisions should be made at the lowest feasible scale possible”. The proposed resolution directs the League of California Cities to assess the increasing vulnerabilities to local authority, control and revenue. It also directs the League of California Cities to explore the preparation of a ballot measure and/or constitutional amendment which would aim to ensure that decisions are made as close to home as possible.

Local government, when done right, is the best form of democracy precisely because it is closest to home. A ballot measure and/or constitutional amendment would provide the state’s voters an opportunity to further strengthen local authority and maintain the role of local democracy to best preserve their local quality of life while still leaving the appropriate issues at the county, regional or state legislature depending on the topic. Any ballot measure and/or constitutional amendment should institutionalize the principle of subsidiarity, while encouraging inclusive regional cooperation that recognizes the diversity of California’s many individual communities. The time has come to allow the residents of California’s voters to decide if they prefer top down governance from Sacramento or bottom up governing from their own locally elected officials.

League of California Cities Staff Analysis on Resolution No. 1

Staff: Dan Carrigg, Johnnie Pina
Committees: Governance, Transparency and Labor Relations
Housing, Community & Economic Development
Revenue & Taxation
Transportation, Communication and Public Works

Summary:

This Resolution states that the League of California Cities should assess the vulnerabilities to local authority, control and revenue and explore the preparation of a ballot measure and or constitutional amendment that would give the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

Background:

The City of Beverly Hills is sponsoring this resolution in reaction to their concerns over measures coming from the Legislature and the initiative process attempting to roll back local control and hinder cities from providing optimal services to their residents.

As examples, the city cites the 2017-2018 legislative cycle, the Legislature introduced bills such as Senate Bill 649 (Hueso) Wireless Telecommunications Facilities, and AB 252 (Ridley-Thomas) proposing to prohibit taxes on video streaming services, and more recently Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing. SB 649 was vetoed by the Governor and SB 827 died in policy committee, however if these measures had been signed into law they would have impinged on the ability of a local government to be responsive to the needs of their constituents.

The city maintains that "local government, when done right, is the best form of democracy precisely because it is closest to home. A ballot measure and/or constitutional amendment would provide the state's voters an opportunity to further strengthen local authority and maintain the role of local democracy to best preserve their local quality of life while still leaving the appropriate issues at the county, regional or state legislature depending on the topic."

Fiscal Impact:

By requesting the League to "assess" vulnerabilities and "explore" the preparation of a ballot measure that would further protect local authority, there are no proposals to be quantified. But it is presumed that the League would not pursue a measure that did not have positive impacts of further protecting local authority.

For the League as an organization, however, the fiscal impact of sponsoring a ballot measure can be very expensive. It can take several million dollars to qualify a measure via signature gathering, and much more to fund an effective campaign and overcome organized opposition.

Comments:

- 1) Ballot measure advocacy is a settled aspect of California's political process. This year's November ballot is an example of that, with proposals ranging from dividing California

into three states, restoring rent control, repealing transportation funding, to funding housing and water bonds. Three other measures are not on the November ballot after their sponsors spent millions gathering signatures to qualify measures, then leveraged last-minute legislative deals in exchange for pulling them from the ballot.

- 2) Most major stakeholder organizations in Sacramento have realized that they cannot rely on legislative advocacy alone to protect their interests, but must develop and maintain the capacity to protect their interests in the ballot process as well.
- 3) The League has been engaged in ballot advocacy for nearly 20 years. In the early 2000's, city officials were angered by repeated state raids of local revenues. These concerns led to the League --for the first time in its then 100-year history--developing a ballot advocacy infrastructure that included forming and fundraising for an issues political action committee (PAC), establishing a network of regional managers, and building a coalition with other organizations that ultimately led to the passage of Prop. 1A of 2004. Over the years, the League's successful campaigns include the passage of Proposition 1A and Proposition 99 and the defeat of Propositions 90 and 98.

a. Yes on Proposition 1A (2004)

As a result of the passage of Prop 1A, local government revenues that otherwise would have been raided by the state legislature were kept in local coffers. This resulted in increased funding for public safety, health, libraries, parks and other locally delivered services. Proposition 1A PASSED WITH 83.7% OF THE VOTE.

b. No on Proposition 90 (2006)

Prop. 90 was a well-financed special interest-backed initiative that sought to eliminate most of local governments' land use decision making authority. Led by the League, the opposition educated voters on how this measure's far reaching provisions would have cost taxpayers billions of dollars by driving up the cost of infrastructure projects, prevented voters and state and local agencies from enacting environmental protections, jeopardized public safety services and more. Proposition 90 FAILED WITH 52.4% OF THE VOTERS VOTING NO.

c. No on Proposition 98 Yes on Proposition 99 (2008)

Given the hidden agendas within Prop 98, our message was not always an easy one to communicate to the electorate. The No on 98/ Yes on 99 campaign was able to educate voters on the important differences between both measures. As a result, important eminent domain reforms were enacted and both land use decision making and rent control were preserved within our communities. Proposition 98 FAILED WITH 61.6% OF THE VOTERS VOTING NO. Proposition 99 PASSED BY 61% OF THE VOTE.

d. Yes on Proposition 22 (2010)

As a result of the passage, local governments have been able to pay for infrastructure investment, create local jobs and avoid devastating cuts in our communities. Proposition 22 APPROVED BY 60.7% OF VOTERS.

- 4) While the League has been able to recently defeat several major legislative proposals aimed at undermining local authority, and avoid a battle over the Business Roundtable's measure in November due to the "soda tax" deal, the threats to local authority and revenue remain a constant concern. Other interest groups may be emboldened by some of the recent "deals" cut by ballot proponents and seek to implement similar strategies for the 2020 ballot. The next Governor may also have different philosophies than Governor Jerry Brown on "subsidiarity."
- 5) The League's President opted to send this resolution to four policy committees for several reasons: (a) the recent major threats to local control covered broad policy areas: telecom, land use, contracting, and revenue; and (b) having this issue vetted broadly within the League policy process will provide a better assessment of the depth of concern for the vulnerability to local control within the membership
- 6) If the membership chooses to approve this measure, it is strongly advisable to retain continued flexibility for the League to "assess" vulnerabilities and "explore" options. Any ballot initiative consideration must be approached very carefully by the organization. It is a difficult and very expensive endeavor that can have additional political ramifications. For 120 years the League's core mission has been to protect local control - and it has gone to the ballot successfully before to do so -- but any such effort must be approached thoughtfully, prudently and cautiously.

Existing League Policy:

Related to this Resolution, existing policy provides:

- The League of California Cities' Mission Statement is, "To expand and protect local control for cities through education and advocacy. To enhance the quality of life for all Californians"
- The League of California Cities' Summary of Existing Policy and Guidelines states, "We Believe
 - Local self-governance is the cornerstone of democracy.
 - Our strength lies in the unity of our diverse communities of interest.
 - In the involvement of all stakeholders in establishing goals and in solving problems.
 - In conducting the business of government with openness, respect, and civility.
 - The spirit of public service is what builds communities.
 - Open decision-making that is of the highest ethical standards honors the public trust.
 - Cities are the economic engine of California.
 - The vitality of cities is dependent upon their fiscal stability and local autonomy.
 - The active participation of all city officials increases the League's effectiveness.
 - Focused advocacy and lobbying is most effective through partnerships and collaboration.
 - Well-informed city officials mean responsive, visionary leadership, and effective and efficient
 - city operations."
- Click here to view the [Summary of Existing Policy and Guiding Principles 2018](#).

Support:

The following letters of concurrence were received: Steven Scharf, Cupertino City Council Member; Michael S. Goldman, Sunnyvale City Council; Lydia Kou, Palo Alto City Council Member; David Terrazas, Mayor of Santa Cruz; Peter Weiss, Mayor of Oceanside; Alan D. Wapner, Mayor pro Tem of Ontario; Patrick Furey, Mayor of Torrance; Lauren Meister, West Hollywood Council Member; Liz Reilly, Duarte Mayor Pro Tem; Bill Brand, Mayor of Redondo Beach; Sho Tay, Mayor of Arcadia; Emily Gabel-Luddy, Mayor of Burbank.

2. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Source: City of Malibu

Concurrence of five or more cities/city officials

Cities: Agoura Hills; Calabasas; Moorpark

City Officials: Brett Lee, Mayor pro Tem, Davis; Catherine Carlton, Council Member, Menlo Park; Suza Francina, Council Member, Ojai; Carmen Ramirez, Mayor pro Tem, Oxnard; Tom Butt, Mayor, Richmond; Lindsay Horvath, Council Member, West Hollywood

Referred to: Environmental Quality

WHEREAS, anticoagulant rodenticides are poisonous bait products that are poisoning 80 to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals, including pets, that accidentally ingest the products. Approximately 10,000 children under the age of six are accidentally poisoned by anticoagulant rodenticides each year nationwide; and

WHEREAS, in response to these harms, the California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides; and

WHEREAS, the state of California currently only recognizes the harm posed by second-generation anticoagulant rodenticides, which are prohibited in state wildlife habitat areas but are still available for agricultural purposes and by certified applicators throughout the state of California; and

WHEREAS, first-generation anticoagulant rodenticides are still available to the public and used throughout California without limitation; and

WHEREAS, nonpoisonous rodent control methods, such as controlling trash, sealing buildings, setting traps, erecting raptor poles and owl boxes, and removing rodent nesting areas are also effective rodent control methods; and

WHEREAS, the state of California preempts cities from regulating pesticides; and

WHEREAS, many cities across California have passed resolutions restricting pesticide use on city property and have expressed the desire to ban the use of pesticides within their jurisdictions.

NOW, THEREFORE, BE IT RESOLVED by the General Assembly of the League of California Cities, assembled in Long Beach, California on September 14, 2018, to do as follows:

1. Encourage the state of California to fund and sponsor further research into the negative impacts of anticoagulant rodenticides to determine whether the use of these products should be further restricted or banned statewide.
2. Direct the League of California Cities staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impact of anticoagulant rodenticides;
3. Encourage cities throughout California to eliminate use of anticoagulant rodenticides as part of their maintenance program in city-owned parks, lands, and facilities and to report on the effectiveness of other rodent control methods used in their maintenance program;
4. Encourage property owners throughout California to eliminate use of anticoagulant rodenticides on their properties;
5. Encourage cities throughout California to join in these advocacy efforts to mitigate the unintended negative impacts of anticoagulant rodenticides;
6. Endorse a repeal of California Food and Agriculture Code § 11501.1 to end local preemption of regulating pesticides; and
7. Call for the Governor and the Legislature to work with the League of California Cities and other stakeholders to consider and implement this reform.

Background Information on Resolution

Source: City of Malibu

Background:

A. Anticoagulant rodenticides are unnecessarily destructive and dangerous

Anticoagulant rodenticides contain lethal agents that disrupt the normal blood clotting or coagulation process causing dosed rodents to die from uncontrolled bleeding or hemorrhaging. Deaths typically occur between four days and two weeks after rodents begin to feed on the bait. Animals commonly targeted by anticoagulant rodenticides include rats, mice, gophers and squirrels. Non-target predator wildlife victims, which are exposed to an 80-90% risk of poisoning, include owls, hawks, bobcats, bears, foxes, coyotes, and mountain lions. The endangered species at risk of poisoning include fishers, spotted owls, and San Joaquin foxes. The use of anticoagulant rodenticides not only harms rodents, but it commonly harms pets, such as dogs, cats, and bunnies, and other wildlife that mistakenly eat the bait through primary poisoning or that unknowingly consume animals that have ingested the anticoagulant rodenticide through secondary poisoning. Children also suffer poisoning by mistakenly ingesting anticoagulant rodenticides.

California recognizes the grave harm that can be caused by anticoagulant rodenticides and has partially restricted access to second-generation anticoagulant rodenticides by the public:

Because of documented hazards to wildlife, pets and children, the California Department of Pesticide Regulation has restricted public access to some of these materials in California. As of July 1, 2014, rodenticide products containing the active ingredients brodifacoum, bromadiolone, difethialone and difenacoum are only to be used by licensed applicators (professional exterminators).¹

California has also prohibited the use of these ingredients in any “wildlife habitat area,” which is defined as “any state park, state wildlife refuge, or state conservancy.”²

The United State Environmental Protection Agency³ and the California Department of Pesticide Regulation⁴ have both documented in detail the damage to wildlife from second-generation anticoagulant rodenticides in support of the 2014 consumer ban on the purchase and use of the products. While first-generation anticoagulant rodenticides are less toxic, they are far more abundant due to their continued availability to all members of public.⁴ The California Department of Fish & Wildlife was tasked with collecting data on poisoning incidents to ascertain the effectiveness of the restrictions on second-generation anticoagulant rodenticides. After almost four years of collecting data, there was no evidence supporting a reduction in the number of poisonings.

¹ <https://www.wildlife.ca.gov/living-with-wildlife/rodenticides>.

² Cal. Food and Agric. Code § 12978.7.

³ <https://www.epa.gov/rodenticides/restrictions-rodenticide-products>

⁴ https://www.cdpr.ca.gov/docs/registration/reevaluation/chemicals/brodifacoum_final_assess.pdf

Recent studies by the University of California, Los Angeles and the National Park Service on bobcats have shown that first-generation anticoagulant rodenticide poisoning levels similar to the second-generation anticoagulant rodenticides poisoning levels.⁵ A comprehensive study of 111 mountain lions in 37 California counties found first-generation anticoagulant rodenticides in the liver tissue of 81 mountain lions (73% of those studied) across 33 of the 37 counties, and second-generation anticoagulant rodenticides in 102 mountain lions (92% of those studied) across 35 of the 37 counties.⁶ First-generation anticoagulant rodenticides were identified as contributing to the poisoning of Griffith Park mountain lion, P-22, (who was rescued), and the deaths of Newbury Park mountain lion, P-34, and Verdugo Hills mountain lion, P-41.

This data demonstrates the inadequacy of current legislative measures to ameliorate the documented problem caused by both second-generation and first-generation anticoagulant rodenticides.

B. State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides

A general law city may not enact local laws that conflict with general state law.⁷ Local legislation that conflicts with state law is void.⁸ A local law conflicts with state law if it (1) duplicates, (2) contradicts, or (3) enters a field that has been fully occupied by state law, whether expressly or by implication. A local law falling into any of these categories is “preempted” and is unenforceable.

State law expressly bars local governments from regulating or prohibiting pesticide use. This bar is codified in the California Food and Agricultural Code § 11501.1(a):

This division and Division 7 . . . are of statewide concern and occupy the whole field of regulation regarding the registration, sale, transportation, or use of pesticides to the exclusion of all local regulation. Except as otherwise specifically provided in this code, no ordinance or regulation of local government, including, but not limited to, an action by a local governmental agency or department, a county board of supervisors, or a city council, or a local regulation adopted by the use of an initiative measure, may prohibit or in any way attempt to regulate any matter relating to the registration, transportation, or use of pesticides, and any of these ordinances, laws or regulations are void and of no force or effect.

State law also authorizes the state to take action against any local entity that promulgates an ordinance or regulation that violates § 11501.1(a).⁹ The statute was specifically adopted to overrule a 30 year old court decision in *People v. County of Mendocino*,¹⁰ which had held that a

⁵ L. E. K. Serieys, et al, “Anticoagulant rodenticides in urban bobcats: exposure, risk factors and potential effects based on a 16-year study,” *Ecotoxicology* (2015) 24:844–862.

⁶ J. Rudd, et al, “Prevalence of First-Generation and Second-Generation Rodenticide Exposure in California Mountain Lions,” Proceeding of the 28th Vertebrate Pest Conference, February 2018.

⁷ Cal. Const. art. XI § 7.

⁸ *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal. 4th 729, 743.

⁹ Cal. Food and Agric. Code § 11501.1, subd. (b).

¹⁰ *People ex rel. Deukmejian v. County of Mendocino* (1984) 36 Cal. 3d 476.

local regulation prohibiting aerial application of phenoxy herbicides was not then preempted by state or federal law.¹¹

The use of pesticides is broadly regulated by state law. In the language of preemption law, the state “occupies the field,” leaving no room for additional local law on the subject. Accordingly, a city’s ban on the use of anticoagulant rodenticides would be unenforceable.

C. California should repeal the preemption in Cal. Food and Agric. Code § 11501.1 to provide cities with the authority to decide how to regulate pesticides within their own jurisdictions based on local concerns

The state of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

Recognizing that cities’ power to “make and enforce within its limits all local, police, sanitary, and other ordinances and regulations” is presently preempted by the general laws of the state, cities throughout California request that the state provide cities with the authority to decide how to deal with rodents based on their land use.

Depending on such land use, cities may decide to allow the use of nonpoisonous control methods, non-anticoagulant rodenticides, or anticoagulant rodenticides, if necessary. Nonpoisonous methods to control rodent pests, include sealing entrances to buildings, sanitizing property, removing rodent habitats, such as ivy or wood piles, setting traps, and erecting raptor poles or owl boxes. For example, a recent landmark study by Ventura County established that installing raptor poles for hawks and owls was more effective than anticoagulant rodenticides in reducing the damage to water control levees caused by ground squirrel burrows. Burrows decreased by 66% with the change.¹²

The ultimate goal is to allow cities to address their local concerns with the input of community members at open and public meetings. Presently, cities are unable to adequately address local concerns; they are limited to encouraging or discouraging behavior.

D. Conclusion

The negative effects from the use of anticoagulant rodenticides across California has garnered the interest of cities and community members to remedy the problem. By presenting this resolution to the League of California Cities, the City of Malibu hopes to organize support and gain interest at the state level to repeal the preemption in Cal. Food and Agric. Code § 11501.1 to provide cities with the authority to regulate pesticides based on individual, local concerns.

¹¹ *IT Corp. v. Solano County Bd. Of Supervisors* (1991) 1 Cal. 4th 81, fn. 9; *Turner v. Chevron USA Inc.*, 2006 WL 1314013, fn. 14 (unpublished).

¹² <http://vcportal.ventura.org/BOS/District2/RaptorPilotStudy.pdf>

League of California Cities Staff Analysis on Resolution No. 2

Staff: Erin Evans-Fudem
Committee: Environmental Quality

Summary:

This resolution seeks to have the state and the League study the negative impacts of anticoagulant rodenticides and address the inability of cities to regulate the use of rodenticides and pesticides.

Specifically related to anticoagulant rodenticides, the resolution would encourage the state to fund research into the negative impacts and a potential restriction or ban; direct the League to consider creating a task force to study and report on the unintended negative consequences; encourage cities and property owners to eliminate use; and encourage cities to join advocacy efforts. In addition, the resolution would direct the League to endorse repeal of a statute that preempts local regulation of pesticides.

Background:

The City of Malibu is sponsoring this resolution out of concern about the effect of a certain type of rodent control (anticoagulant rodenticides) has on other wildlife. According to the City, anticoagulant rodenticides disrupt the blood clotting process and therefore cause rodents to die from bleeding or hemorrhaging. This rodenticide is commonly used on rats, mice, gophers, and squirrels. Predator animals that eat rodents can be exposed to anticoagulant rodenticides if they consume animals that have eaten the bait. These animals include owls, hawks, bobcats, bears, foxes, coyotes, and mountain lions. Furthermore, pets can also be exposed to anticoagulant rodenticides if they eat the bait or consume animals that have eaten the bait.

Some cities have passed “ceremonial resolutions” locally. For example, the City of Malibu has two ordinances in place to discontinue use of rodenticides and traps in city-owned parks, roads, and facilities, as well as encourage businesses and property owners not to use anticoagulant rodenticides on their property.

Fiscal Impact:

Costs to cities would include using alternative methods of rodent control and studying the efficacy. Since the resolution encourages, but does not mandate action by cities, city costs would be taken on voluntarily.

Fiscal impact to the League would include costs associated with the task force, scientific research, and educating League staff and members. For the task force, the League may incur costs associated with staffing, convening, and educating a task force to study anticoagulant rodenticides, as well as the cost of writing a report. This could include a need for outside experts with knowledge of pesticides and their ecological impacts. League resources would also be utilized to support proposals to repeal the statute preempting local regulation of pesticides; however, this cost may be absorbed with existing staff resources.

Comments:

Pesticides are regulated by federal and state governments. The Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) reserves for the federal government authority over pesticide labeling. States can adopt stricter labeling requirements and can effectively ban sale and use of pesticides that do not meet state health or safety standards.¹ For 51 years, California has reserved regulation of pesticides for the state only, preempting local regulation.² This preemption has been ratified and confirmed in subsequent court decisions and legislation. However, County Agricultural Commissioners work to enforce the state laws. Local governments may regulate or restrict pesticide use in their own operations, including use in municipal buildings or parks.³⁴

Broad direction. This resolution would direct the League to take a position allowing broad local discretion over pesticide regulation in general. Because the regulation of anticoagulant rodenticides is largely based in science, additional or outside expertise may be needed to ensure full understanding of the science behind rodent control methods. The resolution itself is not limited to allowing local governments to regulate anticoagulant rodenticides, which this resolution otherwise targets.

Rodent control methods. There are numerous methods of controlling rodents, including lethal traps, live traps, and poison baits. There are two generations of rodenticide poisons because after rodents became resistant to the first generation, the second was developed. The U.S. Environmental Protection Agency (U.S. EPA) provides the following information below related to the science and use of anticoagulant rodenticides:

Most of the rodenticides used today are anticoagulant compounds that interfere with blood clotting and cause death from excessive bleeding. Deaths typically occur between four days and two weeks after rodents begin to feed on the bait.

First-generation anticoagulants include the anticoagulants that were developed as rodenticides before 1970. These compounds are much more toxic when feeding occurs on several successive days rather than on one day only. Chlorpophacinone, diphacinone and warfarin are first-generation anticoagulants that are registered to control rats and mice in the United States.

Second-generation anticoagulants were developed beginning in the 1970s to control rodents that are resistant to first-generation anticoagulants. Second-generation anticoagulants also are more likely than first-generation anticoagulants to be able to kill after a single night's feeding. These compounds kill over a similar course of time but tend to remain in animal tissues longer than do first-generation ones. These properties mean that second-generation products pose greater risks to nontarget species that might feed on bait only once or that might feed upon animals that have eaten the bait. Due to these

¹ California Department of Pesticide Regulation (CDPR), *A Guide to Pesticide Regulation in California: 2017 Update*, pg. 9, <https://www.cdpr.ca.gov/docs/pressrls/dprguide/dprguide.pdf>.

² California Food and Agriculture Code § 11501.1 (1967).

³ CDPR, *A Guide to Pesticide Regulation in California: 2017 Update*, pg. 9, <https://www.cdpr.ca.gov/docs/pressrls/dprguide/dprguide.pdf>.

⁴ County Agricultural Commissioners work with CDPR to enforce state laws. CDPR, *A Guide to Pesticide Regulation in California: 2017 Update*, pg. 13, <https://www.cdpr.ca.gov/docs/pressrls/dprguide/dprguide.pdf>.

risks, second-generation anticoagulant rodenticides no longer are registered for use in products geared toward consumers and are registered only for the commercial pest control and structural pest control markets. Second-generation anticoagulants registered in the United States include brodifacoum, bromadiolone, difenacoum, and difethialone.

Other rodenticides that currently are registered to control mice include bromethalin, cholecalciferol and zinc phosphide. These compounds are not anticoagulants. Each is toxic in other ways.⁵

Legislative attempts to ban. Several legislative measures have been introduced to ban the use of certain anticoagulant rodenticides (AB 1687, Bloom, 2017. AB 2596, Bloom, 2016). However, neither of these measures were heard and failed to pass key legislative deadlines.

Existing League Policy:

The League does not have policy related to pesticides or rodenticides.

Related to federal regulation, League policy states:

- The League supports flexibility for state and local government to enact environmental and other standard or mandates that are stronger than the federal standards. However, the League reserves the right to question or oppose stronger standards on the merits. The League also opposes legislation that prohibits state and local governments from enacting stricter standards.

Support:

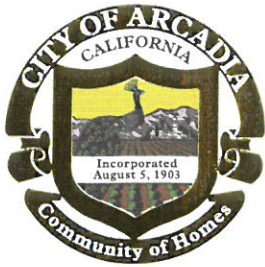
The following letters of concurrence were received: William Koehler, Mayor of Agoura Hills; Fred Gaines, Mayor of Calabasas; Brett Lee, Mayor Pro Tem of Davis; Catherine Carlton, Menlo Park City Council Member; Janice Parvin, Mayor of Moorpark; Suza Francina, Ojai City Council Member; Carmen Ramirez, Oxnard City Council Member; Tom Butt, Mayor of Richmond; Lindsey Horvath, West Hollywood City Council Member

⁵ U.S. EPA, Restrictions on Rodenticide Products, <https://www.epa.gov/rodenticides/restrictions-rodenticide-products>

LETTERS OF CONCURRENCE

Resolution No. 1

Local Municipal Authority, Control and Revenue



City of Arcadia

Office of the City Council

Sho Tay
Mayor

April A. Verlato
Mayor Pro Tem

Peter M. Amundson
Council Member

Tom Beck
Council Member

Roger Chandler
Council Member

July 10, 2018

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE**

Dear Committee:

As the Mayor of the City of Arcadia, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that prohibits constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons, I strongly support this resolution.

Sincerely,

Sho Tay
Mayor, City of Arcadia

cc: City of Arcadia City Council
Vice Mayor John Mirisch, City of Beverly Hills

CITY OF BURBANK

OFFICE OF THE MAYOR

July 11, 2018

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE**

Dear Committee:

As the Mayor of the City of Burbank, on my own behalf, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned on constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

A handwritten signature in black ink that reads "Emily Gabel-Luddy". The signature is fluid and cursive, with the first name "Emily" being more prominent and the last name "Gabel-Luddy" following in a similar style.

Emily Gabel-Luddy
Mayor, City of Burbank

cc: Vice Mayor John Mirisch, City of Beverly Hills
Jennifer Quan, League Regional Public Affairs Manager (via email)

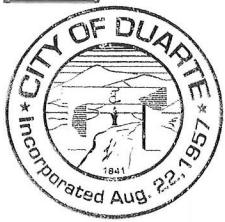
From: Steven Scharf <scharf.steven@gmail.com>
Sent: Sunday, July 08, 2018 8:34 PM
To: Cindy Owens
Subject: Letter of Support for California League of Cities Resolution

Dear Ms. Cowens,

I was forwarded your email requesting support for a resolution in support of "the preparation of a ballot measure and/or state constitutional amendment that would strengthen local authority and preserve the role of local democracy at the local level as the state legislature is continually attempting to override the local authority of cities."

Speaking only for myself, and not on behalf of the City of Cupertino or other Cupertino City Council Members, I hereby give my support for such a measure. You may use my name as a supporter.

Sincerely,
Steven Scharf
Cupertino City Council Member



City of Duarte

1600 Huntington Drive | Duarte, CA 91010 | Bus. 626.357.7931 | Fax 626.358.0018 | www.accessduarte.com

July 10, 2018

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Mayor
John Fasana

Mayor Pro Tem
Liz Reilly

Councilmembers
Margaret E. Finlay
Samuel Kang
Tzeitel Paras-Caracci

City Manager
Darrell J. George

2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL, AND REVENUE

Dear Committee:

The City of Duarte supports the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) (Wireless Telecommunications Facilities) or the more recently introduced Senate Bill 827 (Wiener) (Planning and Zoning: Transit-Rich Housing Bonus) that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a State ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned constituents in local jurisdictions from passing a soda tax for twelve years, trumping the will of the people should they wish to support such a measure. However, as a result of the passage of that Assembly Bill, the State ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the State legislature and powerful interest groups should be prohibited in areas where it is unwarranted, and does not best serve the unique communities that make up the State of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons, the City of Duarte strongly supports this resolution.

Sincerely,

Liz Reilly
Mayor Pro Tem

cc: Vice Mayor John Mirisch, City of Beverly Hills



CITY OF OCEANSIDE

MAYOR
PETER WEISS

July 10, 2018

COUNCIL MEMBERS
JACK FELLER
JEROME KERN
CHARLES "CHUCK" LOWERY
ESTHER SANCHEZ

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE
INCREASING VULNERABILITIES TO LOCAL MUNICIPAL
AUTHORITY, CONTROL AND REVENUE**

Dear Committee:

I'm writing on behalf of the City of Oceanside to support the League of California Cities' ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities, or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned constituents in local jurisdictions from passing a soda tax for twelve years, trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the state legislature and powerful interest groups should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons, I strongly support this resolution.

Sincerely,

A handwritten signature in blue ink, appearing to read "Peter Weiss".

Peter Weiss
MAYOR

cc: Vice Mayor John Mirisch, City of Beverly Hills

PAUL S. LEON
MAYORALAN D. WAPNER
MAYOR PRO TEMJIM W. BOWMAN
DEBRA DORST-PORADA
RUBEN VALENCIA
COUNCIL MEMBERSSCOTT OCHOA
CITY MANAGERSHEILA MAUTZ
CITY CLERKJAMES R. MILHISER
TREASURER

July 10, 2018

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**Re: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND
REVENUE**

Dear Committee Members,

As Mayor pro Tem for the City of Ontario, I support the Annual Conference Resolution proposed by the City of Beverly Hills calling for the League of California Cities to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

In recent years, the state legislature has aggressively ramped up its efforts to wrestle authority away from local government. In the past session alone, we saw egregious and unprecedented attacks on local control with several bills that strike at the heart of local government. These bills, including Senate Bill 649 (Hueso – Wireless Telecommunications Facilities) and Senate Bill 827 (Wiener – Planning and Zoning: Transit-Rich Housing Bonus) show a blatant contempt for the ability of local governments to meet the needs of the local community.

Unfortunately, these bills are likely only the beginning. As such, there is a need for a ballot measure and/or constitutional amendment to clearly enshrine the role of local government in regulating local issues. The passage of the proposed resolution by the City of Beverly Hills recognizes that it is local government, not the state legislature, that best understands the local community and is therefore best-situated to regulate and respond to local issues. For these reasons, I strongly support this resolution.

Sincerely,

Alan D. Wapner
Mayor pro Tem – City of Ontario

cc: Vice Mayor John Mirisch, City of Beverly Hills

City of Palo Alto
Office of the Mayor and City Council

July 11, 2018

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Re: EXPLORING A RESOLUTION TO RESPOND TO INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY

Dear Committee Members:

As one Councilmember of the City of Palo Alto, and in my individual capacity and not on behalf of the Council as a body, or the City, I write to support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills. This resolution asks the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide voters an opportunity to further strengthen local authority and preserve the role of local democracy. If the resolution passes, I encourage the League to ensure any potential measure includes both charter and general law cities.

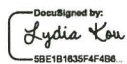
State legislation introduced in both 2017 and 2018 has continually threatened to erode local control. Whether this was SB 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced SB 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned on constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I support this resolution.

Sincerely,

DocuSigned by:

SB181835F4F408

Lydia Kou
Councilmember, City of Palo Alto

cc:
Palo Alto City Council
Mayor John Mirisch, City of Beverly Hills
James Keene, Palo Alto City Manager

P.O. Box 10250
Palo Alto, CA 94303
650.329.2477
650.328.3631 fax

Bill Brand
Mayor

415 Diamond Street, P.O. BOX 270
Redondo Beach, California 90277-0270
www.redondo.org

tel 310 372-1171
ext. 2260
fax 310 374-2039

July 9, 2018

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING VULNERABILITIES
TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE**

Dear Committee:

As Mayor of Redondo Beach, I support the League of California Cities Annual Conference Resolution proposed by the City of Beverly Hills calling for the LCC to explore the preparation of a ballot measure and/or constitutional amendment that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the Legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities, or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, The State Legislature is continuing to introduce proposals that impinge on the ability of local governments to institute discretionary legislation that is responsive to the needs of their communities.

These continual incursions into local control by the State Legislature, and powerful special interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the State of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,



Bill Brand

cc: Vice Mayor John Mirisch, City of Beverly Hills



MAYOR AND CITY COUNCIL

809 Center Street, Room 10, Santa Cruz, CA 95060 • (831) 420-5020 • Fax: (831) 420-5011 • citycouncil@cityofsantacruz.com

July 9, 2018

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**RE: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL, AND REVENUE**

Dear General Resolutions Committee Members:

As Mayor of the City of Santa Cruz, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the Legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a State ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned constituents of local jurisdictions from passing a soda tax for twelve years, trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the State ballot initiative was pulled from the November 2018 Ballot.

These continual incursions into local control by the State Legislature and powerful interest groups should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the State of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

David Terrazas
Mayor

cc: Vice Mayor John Mirisch, City of Beverly Hills

From: Michael Goldman <miklg@yahoo.com>
Sent: Saturday, July 07, 2018 4:37 PM
To: Cindy Owens
Subject: Letter of Support for California League of Cities Resolution

Dear Ms. Cowens,

I was forwarded your email requesting support for a resolution in support of "the preparation of a ballot measure and/or state constitutional amendment that would strengthen local authority and preserve the role of local democracy at the local level as the state legislature is continually attempting to override the local authority of cities."

Speaking solely on my own behalf, I hereby give my whole-hearted support for such a measure. The essence of democracy is the control by the people of their community. As public servants, we elected officials serve the democratically expressed will of the public.

Sincerely,

Michael S. Goldman

Sunnyvale City Council, Seat 7



CITY OF TORRANCE

PATRICK J. FUREY
MAYOR

July 5, 2018

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND
REVENUE**

Dear Committee:

As Mayor of the City of Torrance, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned on constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continually incursions into local control by the state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely

Patrick J. Furey
Mayor

cc: Vice Mayor John Mirisch, City of Beverly Hills



CITY OF WEST HOLLYWOOD

CITY HALL
8300 SANTA MONICA BLVD.
WEST HOLLYWOOD, CA
90069-6216
TEL: (323) 848-6460
FAX: (323) 848-6562

TTY: For hearing impaired
(323) 848-6496

CITY COUNCIL

JOHN J. DURAN
Mayor

JOHN D'AMICO
Mayor Pro Tempore

JOHN HEILMAN
Councilmember

LINDSEY P. HORVATH
Councilmember

LAUREN MEISTER
Councilmember

July 11, 2018

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE
INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY,
CONTROL AND REVENUE**

Dear Committee:

As a Councilmember of the City of West Hollywood, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

During the current 2017-2018 regular session of the California Legislature, legislators introduced several pieces of legislation that have attempted to erode local control. Whether this was Senate Bill (SB) 649 (Hueso) Wireless Telecommunications Facilities, or more recently SB 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus, which was defeated in Committee, legislators continue to introduce proposals that impinge on the ability of local governments to self-determine.

Another good example of how the Legislature takes actions that are detrimental to local governments' control is the legislative compromise between the Legislature and beverages' manufacturers who agreed to withdraw their ballot initiative in exchange for the approval of Assembly Bill (AB) 1838 (Committee on Budget): Local government: taxation: prohibition: groceries, (Chapter 61, Statutes of 2016). As you know, AB 1838 basically prohibited the adoption of a local "soda tax" by any municipality for the next twelve years.





General Resolutions Committee
League of California Cities
July 11, 2018
Page two of two

These incursions into local control by the Legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

Lauren Meister,
Councilmember

cc: Vice Mayor John Mirisch, City of Beverly Hills



LETTERS OF CONCURRENCE

Resolution No. 2

Repeal Preemption of Regulating Pesticides



"Gateway to the Santa Monica Mountains National Recreation Area"

July 10, 2018

The Honorable Rich Garbarino
League of California Cities
1400 K Street
Sacramento, CA 95814

Re: RESOLUTION OF LEAGUE OF CALIFORNIA CITIES DECLARING ITS
CONTRACT TO SUPPORT THE REPEAL OF PREEMPTION IN
CALIFORNIA FOOD AND AGRICULTURE CODE §11501.1 THAT
PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino:

The City of Agoura Hills supports the proposed above referenced resolution that supports the repeal of preemption in California Food and Agriculture Code §11501.1 that prevents local Governments from regulating pesticides.

Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on September 14, 2018.

As the gateway to the Santa Monica Mountains we have been witness to the harmful effects of anticoagulant rodenticides on wildlife in our community, and surrounding areas.

For this reason, the City of Agoura Hills is supportive of this resolution, and requests the league's support.

Sincerely,

WILLIAM D. KOEHLER
Mayor - City of Agoura Hills

cc: Ms. Meg Desmond - mdesmond@cacities.org
Ms. Mary Linden - mlinden@malibucity.org
Mr. Greg Ramirez - gramirez@ci.agoura-hills.ca.us



CITY of CALABASAS

FRED GAINES
Mayor

July 9, 2018

ORIGINAL BY U.S. MAIL

VIA EMAIL mdesmond@cacities.org

The Honorable Rich Garbarino, President
League of California Cities
1400 K Street
Sacramento, CA 95814

Re: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS
COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA
FOOD AND AGRICULTURE CODE §11501.1 THAT PREVENTS LOCAL
GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino:

The City of Calabasas supports the proposed resolution to support the repeal of the preemption clause in California Food and Agriculture Code Section 11501.1 regarding pesticide use and regulation so that each city in the State of California is able to decide how to regulate pesticides within their own jurisdiction to adequately address local concerns.

Accordingly, we concur in the submission by the City of Malibu of the above-referenced resolution for consideration by the League of Cities General Assembly at its annual meeting on September 14, 2018.

The City of Calabasas has identified the devastating effect of anticoagulant rodenticides on wildlife in our community and on the ecosystem in our native Santa Monica Mountains. While our City has adopted resolutions and implemented programs to discourage the use of the pesticides by our residents and businesses, we are limited by State law from taking more effective actions.

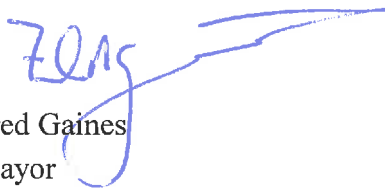
100 Civic Center Way
Calabasas, CA 91302
(818) 224-1600
Fax (818) 241-7324



The Honorable Rich Garbarino, President
League of California Cities
July 9, 2018
Page 2

The City of Calabasas is in strong support of providing cities across the State of California with the authority to regulate pesticides based on local concerns in the communities and supports the proposed Resolution.

Sincerely,


Fred Gaines
Mayor

cc: Mary Linden (MLinden@malibucity.org)



July 13, 2018

The Honorable Rich Garbarino, President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: A Resolution of the League of California Cities Declaring Its Commitment to Support the
Repeal of Preemption in California Food and Agriculture Code § 11501.1 That Prevents
Local Governments from Regulating Pesticides

Dear President Garbarino:

Anticoagulant rodenticides poison unintended targets, including predator wildlife in California and pets that ingest the products. These poisons cause painful, internal hemorrhaging in non-target animals. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. In my official capacity as a city councilmember I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,

Brett Lee
Mayor Pro Tem

July 5, 2018

The Honorable Rich Garbarino, President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS COMMITMENT TO
SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE §
11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino,

Anticoagulant rodenticides are products that are poisoning 80% to 90% of predator wildlife in our cities and throughout California. These poisons cause painful, internal hemorrhaging in non-target animals - including pets - that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

My own mother lost a dearly loved pet dog, who was poisoned when it ate a poisoned rat!

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

State law now preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,

Catherine Carlton

Environmental Committee Vice Chair for the League of California Cities



CITY OF MOORPARK

799 Moorpark Avenue, Moorpark, California 93021
Main City Phone Number (805) 517-6200 | Fax (805) 532-2205 | moorpark@moorparkca.gov

July 12, 2018

The Honorable Rich Garbarino, President
League of California Cities
1400 K Street
Sacramento, CA 95814

**RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS
COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA
FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL
GOVERNMENTS FROM REGULATING PESTICIDES**

Dear President Garbarino:

The City of Moorpark supports the above referenced resolution being brought to a vote at the upcoming League of California Cities Conference on September 14, 2018.

As a community surrounded by the beauty of the Santa Monica Mountains and its wildlife, the City adopted a resolution in 2013 urging Moorpark residents and businesses to not use anticoagulant rodenticides in Moorpark. In 2014, the City applauded passage of AB 2657, which removed many second generation anticoagulant rodenticides from the state.

However, as we are all unfortunately aware, scientific research continues to find anticoagulant rodenticides in non-target animals, including the natural predators that help regulate rodent populations and endangered species throughout California. Accordingly, the City has supported subsequent legislative proposals to ban all anticoagulant rodenticides statewide, including AB 2422, which is currently stalled in the state legislature.

The City further believes that local governments should have the opportunity to regulate pesticide usage within their jurisdictions if the communities they represent desire to do so. Therefore, the City supports the above referenced resolution being brought to a vote.

Yours truly,

Janice Parvin
Mayor

cc: City Council
City Manager
Assistant City Manager
Assistant to the City Manager
League of California Cities, Meg Desmond (mdesmond@cacities.org)
City of Malibu, Mary Linden (MLinden@malibucity.org)

Councilmember Suza Francina
City of Ojai
401 South Ventura Street, Ojai, CA 93023
Email: Suzaojaicitycouncil@gmail.com
Cell: 805 603 8635

July 9, 2018

The Honorable Rich Garbarino, President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS
COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA
FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL
GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino,

Anticoagulant rodenticides are products that are poisoning 80 to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals including pets that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. In my official capacity as a city councilmember I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,
Suza Francina
Councilmember, City of Ojai

July 12, 2018

The Honorable Rich Garbarino, President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS
COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA
FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL
GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino,

I write as one council member of the City of Oxnard regarding the state law that preempts general law cities such as ours from regulating the use of pesticides. Our city is heavily impacted with environmental burdens associated with pesticide use as well as other industrial toxins, which affect the health of the people, wildlife and our environment. Oxnard residents are requesting that the use of pesticides in our public spaces be curtailed and restricted. This would include anticoagulant rodenticides, products that are poisoning 80 to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals including pets that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. In my official capacity as a city councilmember I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

Letter to President Garbarino
July 12, 2018
Page two

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018. Thank you very much for your attention to this.

Sincerely,

A handwritten signature in dark ink, reading "Carmen Ramirez". The signature is written in a cursive, flowing style with a large initial "C" and a stylized "R".

Carmen Ramirez



Bay Front. Home Front. Out Front.

July 6, 2018

The Honorable Rich Garbarino
President, League of California Cities
1400 K Street
Sacramento, California 95814

Re: In Support to Repeal the Preemption in California Food and Agriculture Code § 11501.1 that
Prevents Local Governments from regulating pesticides

Dear President Garbarino,

Anticoagulant rodenticides poison 80% to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals including pets that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides, which has minimized the impact of the State's ban. Despite collecting data for almost four years, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to the partial restriction of the supply.

As a member of the League of California Cities' Environmental Quality Policy Committee, I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,

Mayor Tom Butt
Richmond, California



CITY OF WEST HOLLYWOOD

CITY HALL
8300 SANTA MONICA BLVD.
WEST HOLLYWOOD, CA
90069-6216
TEL: (323) 848-6460
FAX: (323) 848-6562

TTY: For hearing impaired
(323) 848-6496

CITY COUNCIL

JOHN J. DURAN
Mayor

JOHN D'AMICO
Mayor Pro Tempore

JOHN HEILMAN
Councilmember

LINDSEY P. HORVATH
Councilmember

LAUREN MEISTER
Councilmember

July 13, 2018

The Honorable Rich Garbarino, President
League of California Cities
1400 K Street
Sacramento, CA 95814

RE: A Resolution of the League of California Cities Declaring its Commitment to
Support the Repeal of Preemption in California Food and Agriculture
Code § 11501.1 that Prevents Local Governments from Regulating Pesticides

Dear President Garbarino,

I am writing to express my support for the above-mentioned resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 in order to give cities across California the authority to regulate and/or prohibit the use of pesticides in their local communities. I concur with the submission of the proposed resolution to the League of California Cities General Assembly annual meeting on September 14, 2018.

Granting local governments the ability to self-regulate pesticide use better enables cities to protect the health and safety of the public, animals, and the environment. Given that no two cities are identical, local governments must have the power to take a systematic approach to pesticide use and regulation that fits the specific needs of their city. Repealing this section of the code will provide cities the opportunity to act in the best interest of their jurisdiction to set a standard of regulation that offers comprehensive protection, better formulated to protect a community's individual needs.

The City of West Hollywood is in strong support of environmentally-sensitive pest management practices that minimize risk to people, companion and wild animals, resources, and the environment. As the proposed resolution explains, anticoagulant rodenticides have devastating effects on wildlife. The City of West Hollywood has implemented an Integrated Pest Management Program that supports environmentally-sensitive pest management while protecting the health and safety of the public. This policy is in compliance with the State and Federal regulations while catering to and prioritizing the needs of the City of West Hollywood.

Sincerely,

Lindsey Horvath
Councilmember

cc: Meg Desmond, League of CA Cities
Councilmember Laura Z. Rosenthal, City of Malibu
Elizabeth Shavelson, Assistant to the City Manager, City of Malibu
Mary Linden, Executive Assistant, City of Malibu





COUNCIL COMMUNICATION

CC #: 9481

File #: 0102

Title: Request for Council Discretionary Funds
Contact: Amy Ruiz 916-774-5362 aruiz@roseville.ca.us
Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Meeting Date: 9/5/2018

Item #: 8.1.

RECOMMENDATION TO COUNCIL

The City Council is asked to discuss and consider by motion a request from Kelli's Cookies for Council Discretionary Funds. The sponsorship levels are Bronze \$500.00, Silver \$1,000.00, Gold \$2,500.00, and Diamond \$5,000.00. Any sponsorship would be greatly appreciated.

BACKGROUND

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. In addition, the City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to \$15,000 of the annual earnings for the purpose of improving the quality of life in Roseville.

The request is from Kelli's Cookies for sponsorship for their Taste of Placer Event. Their mission is to mentor, employ, and inspire aged-out foster and at-risk youth in the greater Placer and Sacramento regions, empowering them to achieve independence as well as financial and social prosperity.

There is \$33,909.00 in the Council's Discretionary Funds for FY2019.

FISCAL IMPACT

There is no fiscal impact to the City's general fund. Annually the City Treasurer allocates \$15,000.00 of the annual earnings on the Citizens' Benefit Fund per section 4.06.04 in the Municipal Code and is included in the annual budget along with the Citizens' Benefit Funds available for appropriation each year. These earnings are restricted for the purpose of improving the quality of life for the citizens in Roseville and appropriated by the City Council.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Amy Ruiz, Management Assistant

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Kelli's Cookies Council Discretionary Request

To: Honorable Mayor and Members of the City Council

From: Sonia Orozco, City Clerk
Amy Ruiz, Management Assistant

Date: August 2, 2018

Subject: Request for Council Discretionary Funds

The Council's Discretionary Fund provides a means for the City Council to support non-profit and community organizations for events and programs with the purpose of improving the quality of life for the citizens of Roseville. Annually the City Council has the option of allocating up to \$15,000 of the annual earnings (plus any carryover of unspent funds) from the Citizens' Benefit Fund in a process separate from that of the Roseville Grants Advisory Commission. The City Council has \$33,909.00 available at this time in the FY2019 budget, which consists of FY18 carry-over balance of \$18,909 and FY19 allocation of \$15,000.

Attached is a request from Kelli's Cookies for sponsorship for their Taste of Placer Event. Their mission is to mentor, employ, and inspire aged-out foster and at-risk youth in the greater Placer and Sacramento regions, empowering them to achieve independence as well as financial and social prosperity. The sponsorship levels are Bronze \$500, Silver \$1,000, Gold \$2,500, and Diamond \$5,000.

Public agencies, schools, and non-profit 501(c) (3) or 501(c) (4) organizations serving citizens of Roseville are eligible to make a request. Agencies or organizations receiving grant monies from the Citizens' Benefit Fund in the same fiscal year as the request for discretionary funding are not eligible. Requests can be made by religious organizations, but the activity, project or program cannot include the promotion of a particular religious belief. RCONA meets this criterion and is eligible to receive Discretionary Funds if awarded.

Any one member of the City Council may direct staff to place this request on an upcoming Council agenda for consideration and Council action. To do so, please notify the City Clerk at (916) 774-5269 or Amy Ruiz at (916) 774-1362.

From: Kelli's Cookies - For Goodness Bakes [mailto:kelli@forgoodnessbakes.org]

Sent: Friday, July 20, 2018 10:11 AM

To: Orozco, Sonia <SOrozco@roseville.ca.us>

Subject: non profit donation request

Hi Sonia,

I am writing to request your assistance in applying for a grant or donation to our local non profit bakery in Roseville "Kelli's Cookies for Goodness Bakes". We are a 501c3 organization which offers mentoring, job skills training and employment to local foster and at risk youth.

We are hosting our second annual "Taste of Placer" fundraiser in which all proceeds generated help fund and expand our non profit program, offering our services to more youth in need.

I have attached information on our fundraiser and we are seeking your support by either sponsoring the event or by a grant/donation to our non profit directly. Please let me know if there is anything else we need to provide for your consideration. Please see attached information for your review.

Thank you for your time and I hope to hear from you soon.

Kelli Ridenour



OCTOBER 20TH, 2018

2nd Annual

Please join us for a fun filled evening sampling diverse cuisine and beverages from the area's finest establishments. Enjoy all you can eat and drink, raffle items, live entertainment and more, while contributing to a great cause.

Kelli's Cookies for Goodness Bakes is a non-profit bakery located in Roseville. Our mission is to mentor, employ and inspire aged-out foster and at-risk youth in the greater Placer and Sacramento regions, empowering them to achieve independence as well as financial and social prosperity.

Your participation in this fund raiser will help better the lives of these vulnerable youth by providing more resources and funds necessary to expand our program.

Event Location:

Roseville Sports Complex
1545 Pleasant Grove Blvd.
Roseville, CA 95747

Time:

5:30pm to 9:00pm

Tickets: \$40 in Advance (\$50 at the door)

Available for purchase online or at the bakery.

**** Please Note: Must be 21 or older to attend this event ****

For more information, please call **916-782-8010**

or visit our website:

www.ForGoodnessBakes.org

Kelli's
Cookies

♥ FOR GOODNESS BAKES ♥



Roseville Sports Center
1545 Pleasant Grove Blvd, Roseville

OFFICIAL EVENT SPONSORSHIP FORM

Sponsor Name: _____
(As you would like it to appear on event material)

Contact Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Email:** _____

Website: _____

Sponsorship Level:

(Please Check One)

Diamond (\$5,000) _____ **Gold** (\$2,500) _____ **Silver** (\$1,000) _____ **Bronze** (\$500) _____

Please make checks payable to: **Kelli's Cookies For Goodness Bakes (KCFGB)**
Tax ID #81-3518233, Non Profit 501c3

Mail to: **605 Douglas Blvd.**
Roseville, CA 95678

For More Information, Call: **Kelli or Laurie 916-782-8010**
www.ForGoodnessBakes.org

Please send all forms, logos, and payment ASAP to be included in event materials.



BENEFITING LOCAL AT-RISK YOUTH

OCTOBER 20TH, 2018

2nd Annual

SPONSORSHIP OPPORTUNITIES

Diamond - \$5,000 (2 Available)

- (8) VIP Tickets with Reserved Table
- VIP Swag Bags for (8) Attendees
- Logo on Wine Glasses
- Logo on Swag Bags
- Logo on Signage Displayed at Event
- Acknowledgement on Facebook and Social Media
- Included in Multiple Advertisements for Event
- Sponsor's Brochure or Advertisement Inserted into Swag Bags
- Cookie of the Month Club (1-Year Membership)

Gold - \$2,500 (2 Available)

- (8) VIP Tickets with Reserved Table
- VIP Swag Bags for (8) Attendees
- Logo on Event Plates
- Logo on Swag Bags
- Logo on Signage Displayed at Event
- Sponsor's Brochure or Advertisement Inserted into Swag Bags
- Acknowledgement on Facebook and Social Media

Silver - \$1,000 (6 Available)

- (8) VIP Tickets with Reserved Table
- Logo on Swag Bags
- Logo on Signage Displayed at Event
- Sponsor's Brochure or Advertisement Inserted into Swag Bags
- Acknowledgement on Facebook and Social Media

Bronze - \$500

- (4) Tickets to Event
- Sponsor's Brochure or Advertisement Inserted into Swag Bags
- Logo on Signage Displayed at Event
- Acknowledgement on Facebook and Social Media

For More Information, Please Call 916.782.8010 or Visit Us Online: www.ForGoodnessBakes.org



COUNCIL COMMUNICATION

CC #: 9484
File #: 0203-50

Title: Tower Theatre Request for Proposals for Facility Operator
Contact: Wayne Wiley 916-774-5283 wwiley@roseville.ca.us

Meeting Date: 9/5/2018
Item #: 8.2.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council take the following action:

1. Authorize staff to issue a Request for Proposals (RFP) for an operator to lease the Tower Theatre in accordance with the property deed restrictions and consistent with the vision of the Downtown Roseville Specific Plan.

BACKGROUND

The Tower Theatre is a historic Art Deco Style Theatre located at 417 Vernon Street within the City's Downtown Roseville Specific Plan. The 225 seat venue is currently owned by the City of Roseville and is one of two theatres located within the Downtown core. Originally built in the 1940's, the 16,000 square-foot theatre has been an icon of Roseville's downtown community providing a variety of performing arts events related to acting, choir, dance, and media workshops. Presently, Stand Out Talent (SOT) is the resident organization and operator of the theatre, which provides theatrical plays and performing arts activities.

In 1989, Angelo K. Tsakopoulos gifted the Tower Theater to the City of Roseville. As part of that transaction, a deed restriction was recorded on the property prohibiting the sale of the building and restricting the use of the facility for the benefit of the arts in perpetuity of the life of the grantor. To date, the building has been used by several minor venue operators, with SOT being the most recent resident organization occupying the building for the past seven years. The lease agreement between the City of Roseville and SOT is currently expired and SOT has indicated that they will be vacating the premises on or before December 31, 2018. Accordingly, staff requests to release a RFP to solicit proposals for a new operator of the Tower Theatre.

The goal of the RFP is to identify an operator that will generate a year-round schedule consisting of community and cultural events and programs that provide a venue for a vibrant arts community and entertainment district. An analysis of the competitive environment for performing arts facilities in the region shows an opportunity that can potentially be realized by programming in one or more venues in Roseville (as outlined in Roseville's Arts and Entertainment Strategic Plan). The opportunity is first to provide performing art venues for the Roseville region, and second, to

include programming that provides for a range of entertainment related options that will further the goals of the Downtown Specific Plan.

The selected operator of the Tower Theatre is anticipated to be a long-term asset within the Downtown. The organization is expected to perform marketing outreach, nurture and extend partnerships throughout the region, capitalize on the proximity to the Town Square, and add value to existing and future businesses located within the area.

Following the release of the RFP and selection of a resident operator, staff will negotiate the specific terms of the lease agreement. A sample contract is provided in Attachment 1, which outlines lease terms similar to the previous agreement with SOT. The lease terms that have been modified/added that are of particular note include the following:

- Requirement of the new Operator to pay 85% of the water, sewer, and electric utility costs based on the previous 24-month utility bill average (this amount excludes the utility use of the Barber Shop tenant space and the cost of operating the neon Theatre sign).
- The collection of rent in an amount up to \$350 to cover the building maintenance costs;
- Elimination of the requirement of the future tenant's participation in public events; and
- A reduction in the City's right to utilize the Tower Theater from eighteen (18) to ten (10) days per year.

The proposed RFP and associated draft lease terms will provide more options for arts, entertainment, and cultural experiences in the City, while ensuring an economically feasible partnership with the operator. In addition, the proposed modifications to the previous lease agreement will benefit the City without significantly impacting the future user's operations. At the close of the RFP, staff will convene a selection committee to review the submitted proposals. The selection committee will consist of representatives from the Parks and Recreation Department, Economic Development Department, Public Affairs and Communications Department, and the Roseville Area Chamber of Commerce. Following the selection of the operator, staff will establish agreeable lease terms that will be reflected in the updated lease agreement. Staff will then return to Council for review of the recommended proposal and final approval.

FISCAL IMPACT

The City's maintenance responsibility for the theater is included in the Building Maintenance Division's annual budget and is anticipated to total approximately \$4,200 per year. This amount reflects the assumed maintenance costs associated with the facility (with the exception of the barber shop tenant space and the costs of operating the neon theatre sign). Under the proposed lease terms, the operator may pay a \$350 monthly rate to cover these costs and will pay for 85% of the total gas, electric, and water utility costs, which will lower the City's previous financial obligation by approximately \$34,000. The 85% utility charge gives consideration to the barber shop tenant space and cost of operating the neon theatre sign. In addition, as part of the proposed lease terms the City has 10 days of access to the theater, which has an in kind services value of approximately \$5,000.

ECONOMIC DEVELOPMENT / JOBS CREATED

The operation of the Tower Theater itself will result in the creation of several jobs. In addition, the events anticipated at the venue will draw thousands of people into the area annually that will frequent and support businesses in the Downtown.

ENVIRONMENTAL REVIEW

The proposed project involves the leasing of an existing facility. This activity is categorically exempt from CEQA pursuant to Guidelines Section 15301. No further CEQA action is required.

Respectfully Submitted,

Wayne Wiley, Development Analyst

Laura Matteoli, Acting Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment 1 - RFP & Sample Lease Agreement



REQUEST FOR PROPOSALS

Lease of the Tower Theatre in Downtown Roseville

DUE: November 6, 2018

3:00 PM

Deliver to:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

CITY OF ROSEVILLE

NOTICE FOR PROPOSALS

Lease of the Tower Theatre in Downtown Roseville

NOTICE IS HEREBY GIVEN that proposals to **lease the Tower Theatre in Downtown Roseville** will be received by the City of Roseville. Proposals will be accepted **ONLY** at the office of the **City Clerk, Civic Center, 311 Vernon Street, Roseville, CA, 95678**, until 3:00 p.m., **November 6, 2018**. Said proposals will be evaluated and results will be made public after completion of the negotiation process with the selected Proposer. The City reserves the right to reject any or all proposals and to waive any informalities or irregularities in any proposal or in the proposal process.

Date

Wayne Wiley
Development Analyst

IMPORTANT!!!

The City is not responsible for misdelivered proposals, and the Proposer is strictly liable for its chosen method of delivery. It is the Proposer's sole responsibility to make sure that proposals arrive at the proper location. Any proposal which does not actually arrive in the City Clerk's Office by the RFP due date and time will be rejected as non-responsive, even if properly addressed or delivered to another City Department.

Your proposal **MUST** be addressed and delivered as follows:

**City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678**

The Proposer is also directed to include the attached "Sealed Proposal" label on the outside of the package or envelope so that it is visible when delivered to the City.

Lease of the Tower Theatre in Downtown Roseville

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1.0 INTRODUCTION

The City of Roseville (hereinafter “City”), is soliciting proposals from qualified and interested professionals to operate a mixed use entertainment venue, with a focus on the performing arts. The desired operator will manage the daily operations of the Downtown Roseville Tower Theatre and will provide a range of content that may include live theatre, cinema, concerts, speaking engagements, workshops and partnerships with schools, artists and organizations with similar vision and drive. This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or entities (hereinafter “Proposer (s)” or “Operator(s)”), that meet the requirements set forth in this Request for Proposals (hereinafter “RFP”), and are capable of providing the services requested are encouraged to participate.

1.1 BACKGROUND

The Tower Theatre is a historic Art Deco Style Theatre located at 417 Vernon Street within the City’s Downtown Roseville Specific Plan. The 225 seat venue is currently owned by the City of Roseville and is one of two theatres located within the Downtown core. Originally built in the 1940’s, the Theatre has been a staple of Roseville’s downtown community providing a variety of performing arts events related to acting, choir, dance, and media workshops. Presently, Stand Out Talent is the resident organization and operator of the theatre, which provides theatrical plays and performing arts activities. However, the current lease agreement has expired and suitable operators are being requested to submit a response to this RFP.

The goal of the RFP is to generate a year-round schedule of community and cultural events and programs that provide a venue for a vibrant arts community and entertainment district. An analysis of the competitive environment for performing arts facilities in the Roseville region, shows a gap that can potentially be filled by programming in one or more venues in Roseville, as outlined in Roseville’s Arts and Entertainment Strategic Plan. The opportunity is first to provide a performing arts venue for the Roseville region, and second, to include programming that provides for a range of entertainment related options consistent with the Downtown Specific Plan.

The Downtown Specific Plan contains strategies that encourage the incorporation of more arts, culture, and entertainment in the Downtown. In addition, it is noted that the Downtown should provide a unique place for the community and visitors to gather for festive events and celebrations by creating and enhancing places that promote arts, culture, heritage, entertainment, and education. As noted herein, the Tower Theatre is a facility that can be utilized to achieve these goals and promote a community gathering place that is active and fun.

The Facility is an approximately 16,000 square-foot structure that is a theatre in the semi round with elevated vomitory seating located around the stage. Its sweeping intimacy provides excellent sightlines and clear acoustics. Accessed by one primary entrance located off of Vernon Street, the building includes a lobby, large meeting/rehearsal room, men’s and women’s restrooms, office and storage space, mechanical rooms, limited concession space and ticket office.



The facility comes equipped with an existing sound booth, professional lighting and sound system, concession area, front house furniture, full dressing room and stage equipment.

1.2 CITY OVERVIEW

The City of Roseville is an incorporated city with a population of more than 135,000 residents, located in Placer County off of Interstate 80, approximately 16 miles northeast of Sacramento, California. The City of Roseville is a dynamic, growing city with friendly people, a developing Downtown, outstanding community services, scenic beauty and prosperous businesses. Roseville's moderate climate, excellent schools, expanding job opportunities and nearby recreation areas attract new residents who are looking for a great place to live, work, raise a family, and experience arts and entertainment.

1.3 INSTRUCTIONS

This RFP includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal. Failure to follow these instructions may result in rejection of your proposal.

No oral representations or interpretations will be made to any Proposer as to the meaning of this RFP.

Direct all inquiries regarding this RFP in writing to:

City of Roseville
Economic Development Department
Attn: Wayne Wiley
311 Vernon Street
Roseville, CA 95678
Fax: (916) 775-5129
Email: wwiley@roseville.ca.us

Do not contact other individuals or City departments in this regard. Information provided by anyone other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if it is in writing and issued by the City department issuing the RFP. No oral interpretations or answers shall bind the City unless confirmed by the City in writing.

All addenda for this RFP will be distributed to proposers who have registered with PublicPurchase.com and who have downloaded the RFP. **It is the Proposer's sole responsibility to monitor this website for possible addenda to this RFP.** Failure of Proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE SCHEDULE

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFP Released by the City.....	September 11, 2018
Pre-Proposal Conference or Job Walk.....	October 4, 2018
Deadline for Final Questions.....	October 11, 2018
City Responses to Written Questions.....	October 25, 2018
Proposal Submission Deadline.....	November 6, 2018
Contractor Interviews as needed.....	November of 2018
Contract Negotiations.....	November/December of 2018
Contract Approval by City Council.....	December of 2018
Commencement of Services.....	January of 2019

3.0 OPTIONAL PRE-PROPOSAL CONFERENCE & JOB WALK

An optional pre-proposal conference & site visit has been tentatively scheduled for **October 4, 2018** at **10:00 a.m.** at:

**Roseville Civic Center
Conference Rooms 1 and 2
311 Vernon Street
Roseville, California**

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. While attendance is not mandatory, interested proposers are highly encouraged to attend. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed upon request.

4.0 SCOPE OF SERVICES

The City of Roseville looks forward to receiving creative and well-thought-out proposals from experienced professional theatrical production organizations/companies that can meet the City's objectives of providing a year-long calendar of high quality theatre and entertainment programs for the Roseville community and surrounding region. The successful Proposer must fulfill the practical need for a tenant that can assume financial responsibility for the Tower Theatre and achieve the aspirational desire to foster the growth and development of arts and culture in the region. The City requests that Proposers craft creative proposals that address their needs while considering the City's goals. Accordingly, the selected firm should provide to the City all the necessary services to fulfill its duties and obligations under the Agreement that may include, but are not limited to, the following:

Goals & Objectives

- A. Provide more options for arts, entertainment, and cultural experiences in the City;
- B. Establish a more vibrant downtown district that attracts people throughout all times of the day, and days of the week;
- C. Organize neighborhood and ethnic festivals, live music events, local theatre performances, other live events such as comedy shows;
- D. Create opportunities to experience music, visual arts and theatre for all residents – seniors, families and young residents (20s/30s) ; and
- E. Create a calendar that fully activates the theatre throughout the entire year and minimized down time when the theatre is “dark”.

Rent/Public Benefit & Utilities

- F. A monthly rent amount totaling \$350 shall be paid by the 10th of every month to cover the general cost of building maintenance. Staff will consider proposals that include payment of reduced rent in exchange for the provisions of measurable public benefit. The final rent amount will be determined through the negotiation process. Additionally, a payment of \$2,550 per month to cover the utility costs associated with electric, water and waste water (based on 85% of the 24 month average billing rate) shall be submitted to the Utility Department by the 10th of every month. All other utilities and services furnished to or used, including, without limitation, gas, telephone service, trash collection, telephone and connection charges shall be paid in full by the TENANT.

Terms of Agreement

- G. The Tower Theatre shall be available for occupancy January of 2019;
- H. The City of Roseville will consider agreements with a term of up to a maximum of five years, including option periods, if any are negotiated, for an additional term of up to five years;
- I. The amount of any proposed capital investment and reinvestment will be a consideration in evaluating the term of any agreement;
- J. At the end of the agreement term, including the exercise of any option periods, all capital improvements shall become the property of the City unless alternative arrangements have been negotiated; and
- K. Proposers are expected to fully fund all capital and operating cost of the facility. No City funding is available for renovation of the facility, but the City is willing to continue to maintain the building shell (exterior) at a standard similar to that currently provided - the building shell includes the exterior walls, roof, exterior windows, doors, and signage.

5.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including sub-consultants or sub-contractors (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the

designated project team, sub-consultant(s) or sub-contractor(s) shall not be made without the prior written approval of the City.

6.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the information specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Any additional information that a proposing Operator wishes to include that is not specifically requested should be included in an appendix to the proposal.

Proposers are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Unauthorized conditions, omissions, limitations or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.

Proposers are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected.

The proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this section as specified below.

6.1 Cover Letter with the following information:

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement that the submitting Proposer will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number).

6.2 Signature Requirements - The attached Proposer's Certification (**Attachment A**) shall be executed by an official(s) legally authorized to bind the potential Operator which states that the proposal is valid for ninety (90) days. Include the executed copy of the Proposer's Certification under Tab G. Note: This is ninety (90) days following the closing date for the receipt of all proposals.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-in-Fact. If signed by the Attorney-in-Fact, there shall be attached to the proposal a Power-of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.

- Proposals which are submitted on behalf of a Limited Liability Company (“LLC”) shall be signed by the person or persons authorized to bind the LLC under the LLC’s articles of organization.
 - Proposals which are submitted by an Individual Doing Business under a firm name (“dba”) shall be signed in the name of the individual doing business under the proper firm name and style.
- 6.3 **TAB A: Firm’s Qualifications** – Describe your firm and provide a statement of your firm's qualifications for operating an entertainment venue. Identify the services and events that would be completed by your firm's staff and those that would be provided by sub-consultants or sub-contractors, if any. Identify any sub-consultants or sub-contractors you propose to utilize to supplement your operations. Include your firm’s organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.
- 6.4 **TAB B: Experience and References** – Provide a summary of your firm’s experience in providing the requested services. Provide a minimum of three (3) references for services/operations/events similar in nature and scope that your firm’s team members have completed in the last five (5) years. Include brief descriptions of the events, venues, dates, and contact persons’ names, addresses and telephone numbers.
- 6.5 **TAB C: Qualifications of Team** – Provide a brief summary of the role, qualifications and experience of each team member and manager, including length of service and the qualifications/experience of any sub-consultant or sub-contractor staff on your project team. A project team organizational diagram and brief resume of each team member. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants or sub-contractors shall be listed.
- 6.6 **TAB D: Project Understanding** – Based on the available information, supplemental research, field observations, and experience with similar operations, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City’s stated goals. Include any issues that you believe will require special consideration for the operation of the Tower Theatre. Also identify any unique approaches or strengths that your organization may have related to the operation of the facility. City staff will assess your understanding of all aspects of the request based on the overview.
- 6.7 **TAB E: Project Plan** – Provide a detailed discussion of your firm’s approach to the successful management of the Tower Theatre. Include thorough discussions of the operations you believe are essential to accomplishing this project and the City’s Goals. Include a proposed schedule to accomplish the required goals of the RFP and identify the staff who would be assigned to help achieve these goals, including sub-consultants and sub-contractors. List any necessary equipment, training or installation services required.
- 6.8 **TAB F: Cost Proposal** – Provide a total cost proposal for all services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. It is imperative that the general expenses generated by this use can be covered by the operator.
- 6.9 **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 10.21)**

Submit the following documents with proposal:

- Executed copy of Proposer's Certification **(Attachment A)**

6.10 **TAB H: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP. The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm.

6.11 **TAB I: Competency of Proposers** – The City wants to ensure that the successful Operator has the necessary ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your organization for breach, and if so, please explain. Also, furnish a statement of financial resources demonstrating that the operator has the ability to maintain a staff of regular employees, sub-consultants or sub-contractors adequate to insure continuous operation of the theatre.

7.0 SUBMITTAL INSTRUCTIONS

7.1 Your submittal package shall include the following:

- **One (1) original and five (5) printed copies** of your proposal; and
- **One (1) electronic copy** of your proposal in PDF format on CD, flash drive or other electronic media

7.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP title on the outside of the parcel. **Complete and attach the "Sealed Proposal" label to the outside of the envelope containing your proposal.**

7.3 Proposals shall be submitted ONLY to:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

7.4 Faxed and/or emailed proposals will not be accepted.

- 7.5 The City shall not be responsible for proposals delivered to a person or location other than that specified herein.
- 7.6 Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. **No exceptions.**
- 7.7 The City reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.
- 7.8 All costs associated with proposal preparation shall be borne by the proposer.

8.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

<u>Evaluation Criteria</u>	<u>Maximum Points Possible</u>
A. Experience and qualifications of the operator and proposed staff/sub-consultants/sub-contractors (per Sections 6.3 - 6.5)	20
B. Compatibility with and contribution to the Downtown Roseville Specific Plan vision and mission. (per Section 6.6)	20
C. Proposer's proven ability to create manage, operate and maintain a high quality arts/entertainment facility (per Section 6.11)	20
D. Proposer's sound financial condition over time, including the proposer's ability to provide further investment in programs (per Section 6.8)	20
E. Thoroughness and quality of proposal, including completeness of response to the RFP.	20
Total Possible Points:	100

9.0 SELECTION PROCESS

- 9.1 Award of the RFP shall be made to the responsible Proposer whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the City after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. A master score sheet shall be created based on the evaluation panel's initial evaluation. Proposals shall be scored according to the criteria stated in the RFP.
- 9.2 Proposals submitted will be reviewed by a selection committee. Proposers that have submitted the best and most complete proposals may be invited to an interview. The number of respondents invited to an interview may vary depending upon the number of proposals submitted.

- 9.3 Should the City elect to conduct interviews with any Proposer, the following criteria shall be considered and each Proposer ranked by the evaluation panel during the interview process: a) Quality of presentation, b) Ability to meet the City's business goals, c) Communication style.
- 9.4 The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the Operator might propose.
- 9.5 A contract will be negotiated with the Proposer considered best meeting the City's need for this project. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the Proposer considered next best in meeting the City's needs for this particular project.
- 9.6 The selected Operator will be required to execute a City prepared contract. The contract may further refine the scope of services and will provide for the terms and conditions.
- 9.7 The award of any contract is expressly contingent upon City Council approval. City staff may not legally bind the City to a contract.
- 9.8 The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Operator. In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern.
- 9.9 Once a decision has been made to award the contract, then a formal notice of the intent to award to the recommended Proposer(s) shall be made by the Department.
- 9.10 A City of Roseville business license as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award of contract.

10.0 GENERAL TERMS & CONDITIONS

- 10.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected Operator will be required to execute an agreement prepared by the City, a sample of which is included as **Attachment B**.
- 10.2 **Independent Contractor.** At all times the Proposer shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the City. Therefore, the Operator shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorneys' fees), and damage of any kind related to such matters.
- 10.3 **Non-Appropriation.** The City may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.

- 10.4 **Conflict of Interest.** The Operator shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. Proposers submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Proposer or the Proposer's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a Proposer has no conflicts of interest, a statement to that effect must be included in the proposal. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.
- 10.5 **Undue Influence.** Respondents shall warrant via an executed Proposer's Certification (**Attachment A**) that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Proposer, or from any officer, employee or agent of the Proposer, in connection with the award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.
- 10.6 **Non-Collusion.** Respondents submitting proposals shall warrant via an executed Proposer's Certification (**Attachment A**) that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary Operator and the associated sub-consultants or sub-contractors.
- 10.7 **Indemnification & Insurance Requirements.** The City's standard indemnification and insurance requirements are provided in the sample contract, included in **Attachment B**. All costs of complying with the insurance requirements shall be as included in your pricing. The selected Proposer shall provide complete and valid insurance certificates within ten (10) days of the City's written request. Failure to provide the documents within the time stated may result in rejection of the proposal. Alterations to the terms and conditions shall not be allowed.
- 10.8 **Cost of Preparing Proposal.** The City will not pay any costs incurred by any Proposer in preparing or submitting a proposal in response to this RFP.
- 10.9 **Proposals Property of the City.** All documents or materials submitted with or in conjunction with any proposal, including but not limited to electronic files, shall become the property of the City after the proposal submission deadline. No submission documents will be returned. During negotiations, the scope of services may be amended by the City and negotiated based upon ideas provided by other proposers or any other source.
- 10.10 **Proposals are Public Records.** All proposals submitted are subject to the public disclosure requirements under the laws of the State of California, unless the City identifies and exercises a right or obligation to exempt any record from public disclosure. However, proposals will not be disclosed until negotiations are complete and a recommendation for selection and award is made.

10.11 **Protests.**

(a) Protest Requirements

(1) Any proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest with the City Clerk's office. The protest must be received in writing by the City Clerk's office within seven (7) calendar days after such aggrieved proposer 1) knows or should have known of the facts giving rise thereto or 2) the date of the notice of intent to award, whichever is sooner. In no event shall a protest be allowed after an award has been made by City Council. If the seventh calendar day falls on a weekend or City holiday, the protesting party may submit the protest prior to close of business on the first business day following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest.

(b) Grounds for Protest

(1) The alleged grounds for protest shall be limited to the following: (a) computation errors, (b) violations of local, state, or federal law, or (c) the City failed to follow the procedures specified in this Policy.

(2) The protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

(c) Administrative Review

Upon receipt of the protest and after determining the protest was properly filed, the Department Director shall provide a copy of the protest to other proposers who might become aggrieved as a result of the protest and issue a written decision within fourteen (14) calendar days after receipt of the protest. The protest will be evaluated by the Department Director, the City Attorney's Office, and the Purchasing Manager. The protesting proposer shall promptly provide any information requested by City staff as part of such investigation. The decision shall either deny or uphold the protest and include reasons for the decision. The written decision shall be final.

(d) Stay of Action During a Protest

In the event a protest is filed under Section 10.11, the City shall not proceed further with the award of the contract until the protest is resolved, unless:

(1) The Director of Central Services makes a determination that the award of the contract without delay is necessary to protect a substantial interest of the City, or

(2) The City decides to reject all proposals and issue a new RFP.

10.12 **Rejection of RFP.** The City reserves the right to reject any or all proposals, to waive defects or irregularities in any proposal or in the RFP process, and to offer to negotiate or contract with any Proposer in response to any RFP. This RFP does not constitute any form of offer to contract.

10.13 **Multiple Award.** The City reserves the right to award the contract to multiple operators when applicable.

- 10.14 **Increasing/Decreasing Portions of RFP.** The City reserves the right to increase or decrease the amount of any portions of the work represented in the RFP and/or to omit portions of said work, as may be deemed necessary by the City.
- 10.15 **Rejection as Non-Responsive.** Proposals may be rejected as non-responsive at the City's sole discretion if there are alterations of form, the proposal is conditional or the proposal is incomplete.
- 10.16 **Modifying RFP.** The City reserves the right to modify any portion of, or to postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason.
- 10.17 **If no proposal is accepted,** the City may elect to have the services performed in some other manner.
- 10.18 **Rejecting Team Members, Firms or Sub-contractors.** The City reserves the right to reject individual team members, firms, sub-consultants or sub-contractors and request substitution prior to contract award.
- 10.19 **Local Business, Small Business, Minority and Women Owned Business.** Although no preferences will be given, the City highly encourages submission of proposals by local businesses, by small business owners, and by minority and women-owned businesses.
- 10.20 **Withdrawal of Proposals.** Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer delivered to the City Clerk's Office. Proposals submitted will become property of the City after the proposal submission deadline.
- Proposals may not be withdrawn for ninety (90) days after the due date unless the City enters into a contract with another Proposer prior to the expiration of that ninety (90) day period.
- 10.21 **Electronic Transmittals.** No electronic mail, telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.
- 10.22 **Proposal Postponement and Amendment.** The City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this RFP through the City's web site. Copies of such amendments shall be furnished to all prospective proposers. Prospective proposers are defined as those proposers who have registered and are on the City's RFP list for this material/service. If revisions and amendments require changes in quantities, prices or scope of services, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proposers to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney's Office, on the City supplied addendum form will be rejected as non-responsive. Any revisions or amendments to the RFP will become incorporated into any contract awarded pursuant to the RFP.
- 10.23 **Proprietary Information.** Proposers submitting a proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. However, if a proposer desires to claim a privilege against public disclosure for a trade secret or other proprietary information, such information must be submitted with the proposal in a

separate envelope marked “confidential.” The City Attorney’s Office will determine if the information is in fact proprietary, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Proposer shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the “confidential” portion of the proposal.

- 10.24 **Right to Request Additional Information.** During the evaluation process, the City reserves the right, where it may serve the best interests of the City, to request additional information and clarifications from proposers. Such information will be requested in writing to the specific proposer. This information will become a part of the original proposal submitted by the specific proposer and will be used by the City in evaluating the proposal and will not be shared with other proposers during the evaluation and negotiation process.
- 10.25 **Modification of Proposals.** Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.
- 10.26 **Examination of Contract Documents.** Each proposer shall thoroughly examine and be familiar with the terms of this RFP, the sample contract attached as **Attachment _B_**, legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the contract documents. Submission of a proposal shall constitute acknowledgement, upon which the City may rely, that the proposer has thoroughly examined and is familiar with the contract documents. Failure or neglect of a proposer to receive or examine any of the contract documents shall in no way relieve the proposer of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon lack of knowledge of any contract document.
- 10.27 **Non-Discrimination.** The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that the City’s contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, medical condition, and all other categories protected by law. Upon acceptance of a proposal, the City may request that the selected Contractor sign a statement affirming its compliance with this policy.
- 10.28 **No Assignment or Modifications.** This awarded contract is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein Contractor shall not assign, transfer, subcontract, or otherwise substitute its interest in the agreement or any of its obligations herein without the written consent of the City. The Agreement may be modified only by a written amendment signed by the parties.
- 10.29 **Bankruptcy.** Upon filing for any bankruptcy or insolvency proceeding whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the City immediately. Upon learning the actions herein identified, the City reserves the right, at its sole discretion, to cancel the contract.

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.

NAME OF BUSINESS

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

TELEPHONE NUMBER

EMAIL

Type of Organization:

____ Sole Proprietorship

____ Corporation

____ State of Incorporation

____ Partnership

____ Limited Liability Company

Attachment B

SAMPLE CONTRACT

TOWER THEATER LEASE

THIS LEASE AGREEMENT ("Lease") is made and entered into this ____ day of _____, 20____, by and between the City of Roseville, a municipal corporation ("LANDLORD"), and _____, a _____ ("TENANT"); and

WITNESSETH:

WHEREAS, LANDLORD is the owner of that certain Building (the "Building") located in the City of Roseville, Placer County, California commonly known as "The Tower Theater" and more particularly described as 417 and 421 Vernon Street, Roseville, California 95678 (APN 013-123-026), the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference. The Building consists generally of a 16,100 square foot theater building, including one retail storefront (consisting of approximately 450 square feet), but excluding the other retail storefront, which is currently occupied by a barbershop (consisting of approximately 450 square feet) under the terms of a month-to-month lease between the City of Roseville and Shyam Nambiar dated April 11, 1990 (the "Barbershop Space"). The premises so described, excluding Barbershop Space, are referred to herein as the "Premises"; and

WHEREAS, originally built in the 1940's, The Tower Theater has been a staple of Roseville's downtown community providing a variety of performing arts events; and

WHEREAS, in accordance with a recommendation contained within an Arts and Entertainment Strategic Plan commissioned by LANDLORD, LANDLORD seeks to provide

more options for arts, entertainment and cultural experiences in downtown Roseville in order to attract visitors and create a more vibrant district; and

WHEREAS, LANDLORD wishes to lease the Premises to TENANT for purposes of operating a performing arts theater and entertainment venue for the benefit of promoting the arts; and

WHEREAS, TENANT is willing to lease the Premises from LANDLORD pursuant to the terms and conditions stated in this Lease.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I: LEASE OF PREMISES

1.1 Lease. LANDLORD hereby grants TENANT the exclusive right to utilize the Premises, subject to the terms and conditions of this Lease. This Lease confers no rights either with regard to the subsurface of the land more than ten (10) feet below the ground level of the Premises or with regard to airspace more than fifteen (15) feet above the top of the roof of the Building that is a part of the Premises.

1.2 As-Is Condition. TENANT acknowledges that the Premises are in good condition and fully equipped to operate theater and video productions. TENANT has inspected the Premises and accepts the same for its purposes. LANDLORD has made available to TENANT all information and reports in its possession or at its disposal relating to the condition of the Premises. The Premises are leased "as-is" with no warranties by LANDLORD, either express or implied, as to their fitness for any purpose. TENANT's taking possession of the Premises on commencement of the term shall constitute TENANT's acknowledgment that the Premises are

currently in suitable condition for its purposes.

1.3 Parking. TENANT's nonexclusive use of the public parking spaces in the adjacent parking garage owned by the City of Roseville shall be allowed for as long as these spaces are available for general public use. Pursuant to this Lease, such use is subject to revocation upon thirty (30) calendar days advance written notice.

ARTICLE II: TERM OF LEASE

2.1 Term. The term of this Lease shall be _____ (#) years, commencing _____ and expiring _____ (the "term").

2.2 Delivery of Possession. If LANDLORD is unable to deliver possession of the Premises by the date specified for the commencement of the term as a result of causes beyond its reasonable control, LANDLORD shall not be liable for any damage caused for failing to deliver possession, and this Lease shall not be void or voidable. TENANT shall not be liable for its participation in lieu of rent requirement until LANDLORD delivers possession of the Premises to TENANT, but the term shall not be extended by the delay. Provided, however, that if LANDLORD does not deliver possession of the Premises to TENANT within three (3) months after the date specified for commencement of the term, TENANT may elect to terminate this Lease by giving notice to LANDLORD at any time before the date LANDLORD actually delivers possession of the Premises to TENANT.

2.3 Annual Review. LANDLORD and TENANT will conduct an annual review of the Lease sixty (60) calendar days before the annual anniversary date of the Lease for the purpose of ensuring the TENANT'S programming and demographic audience continues to meet the goals and objectives of their business plan, as well as LANDLORD's goals and objectives.

The review will also include an assessment of how TENANT has developed their calendar of events to meet their goal of establishing the theater as an entertainment hub in the community, integration of regional production events and making operational/financial objectives.

2.4 Renewal. If LANDLORD and TENANT agree that TENANT has adequately accomplished their goals, LANDLORD may offer TENANT a renewal of the Lease on all the provisions contained in this Lease, except for those amended per mutual approval, for _____ (#) additional years ("Extended Term") following expiration of the term.

2.5 Month-to-Month During Renewal Negotiations. If LANDLORD does not agree that TENANT has adequately accomplished their goals, the LANDLORD and TENANT will work to develop a strategy, agreeable to both parties, which will focus on overcoming the challenges to the effective implementation of their goals. The Lease will be extended on a month-to-month basis until there is agreement between the LANDLORD and TENANT that the goals are adequately being met.

2.6 Termination During Renewal Negotiations. LANDLORD may terminate the Lease after the third month of the month-to-month arrangement if it is determined by the City Manager or his/her designee that TENANT is not making sufficient progress towards accomplishment of the operational goals.

2.7 Extended Term Rent. Rent during the Extended Term shall be determined in accordance with Article IV.

ARTICLE III: TAXES AND ASSESSMENTS; REPORTS

3.1 Payment of Personal Property Taxes. TENANT shall pay before delinquency all taxes, assessments, license fees, and other charges ("taxes") that are levied or assessed against

TENANT's personal property installed or located in or on the Premises, and that become payable during the term. On demand by LANDLORD, TENANT shall furnish LANDLORD with satisfactory evidence of these payments.

3.2 Payment of Real Property Taxes. Except for the assessment levied by the Downtown Roseville Property and Business Improvement District which LANDLORD will be responsible for paying, LANDLORD acknowledges that no possessory interest or real property taxes and general and special taxes ("real property taxes") are currently levied or assessed against the Premises. However, if and only if through the existence of this Lease or the actions of TENANT such real property taxes are levied and assessed against the Premises, TENANT shall pay all real property taxes attributable to the Premises including, but not limited to, possessory interest tax, business personal property tax, assessments, general or special taxes levied and assessed against the Premises, that may become payable during the Term. TENANT understands that its interest created by this Lease may be subject to a possessory interest tax pursuant to California Revenue and Taxation Code Sections 107 and 107.6 that impose an ad valorem property tax on possessory interests created in tax exempt property. TENANT understands that any such tax payment shall not reduce any sum due LANDLORD hereunder, and that any such tax shall be the sole liability and responsibility of TENANT. Any taxes due shall be in amounts determined by taxing agencies and will be billed directly to TENANT.

If TENANT does not pay the real property taxes when due and TENANT seeks a reduction or contests them, before the commencement of the proceeding or contest TENANT shall furnish to LANDLORD a surety bond issued by an insurance company qualified to do business in California. The amount of the bond shall equal one hundred and twenty-five (125%) percent of the total amount of real property taxes in dispute. The bond shall hold LANDLORD

and the Premises harmless from any damage arising out of the proceeding or contest and shall insure the payment of any judgment that may be rendered.

TENANT shall have the right, at its cost and at any time, to seek a reduction in the assessed valuation of its possessory interest, the Building, other improvements, and land of which the Premises are a part, or to contest any real property taxes that are to be paid by TENANT. If TENANT seeks a reduction or contests the real property taxes, the failure on TENANT's part to pay its share of any real property taxes shall not constitute a default as long as TENANT complies with the provisions of this paragraph.

LANDLORD shall not be required to join in any proceeding or contest brought by TENANT unless the provisions of any law require that the proceeding or contest be brought by or in the name of LANDLORD. In that case, LANDLORD shall join in the proceeding or contest or permit it to be brought in LANDLORD's name as long as LANDLORD is not required to bear any cost. TENANT, on final determination of the proceeding or contest, shall immediately pay or discharge its share of any real property taxes determined by any decision or judgment rendered, together with all costs, charges, interest, and penalties incidental to the decision or judgment.

3.3 Transfer Tax. If a transfer tax is payable to any governmental agency or agencies as a result of TENANT's actions under this Lease, TENANT shall pay such transfer tax directly to the taxing authority or authorities when it is due, or, at LANDLORD's election, TENANT shall pay to LANDLORD the amount of such transfer tax within thirty (30) calendar days after receipt of written notice from LANDLORD and LANDLORD shall pay such transfer tax to the taxing authority or authorities when due. LANDLORD warrants that no such transfer tax is applicable to the lease of Premises to TENANT.

3.4 Audits. If requested by LANDLORD, TENANT shall submit within ninety (90) calendar days of request a review of TENANT's finances by a certified auditor that is not an employee of, or otherwise affiliated with, TENANT.

3.5 Annual Performance Reports. TENANT shall submit to LANDLORD by March 1 every year an annual performance report for the prior calendar year listing all events held at the Premises, the total number of ticket sales as a result of events held at the Premises, and the total revenues collected therefrom.

ARTICLE IV: RENT

4.1 Rent. To be negotiated.

4.2 Security Deposit. By the commencement date, TENANT shall pay to LANDLORD the first month's rent in the amount of \$_____ and a security deposit in the amount of \$_____. The security deposit shall be held by LANDLORD as security for the faithful performance by TENANT of all the terms, covenants, and conditions of this Lease to be kept and performed by TENANT during the term hereof. If TENANT defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, LANDLORD may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which LANDLORD may spend or become obligated to spend by reason of TENANT's default, or to compensate LANDLORD for any other loss or damage which LANDLORD may suffer by reason of TENANT's default. If any portion of said deposit is used or applied, TENANT shall, within five (5) calendar days after written demand therefore, deposit cash with LANDLORD in an amount sufficient to restore the security deposit to its original

amount and TENANT's failure to do so shall be a default under this Lease. LANDLORD shall not be required to keep this security deposit separate from its general funds, and TENANT shall not be entitled to interest on such deposit. If TENANT shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to TENANT (or, at LANDLORD's option, to the last assignee of TENANT's interest hereunder) within thirty (30) calendar days following the expiration of the Lease term.

ARTICLE V: USE; LIMITATIONS ON USE

5.1 Use of Premises. TENANT shall use the Premises consistent with the activities authorized in Exhibit B, attached hereto and incorporated herein by this reference.

5.2 Calendar of Events. TENANT shall submit to LANDLORD quarterly on the tenth (10th) day of January, April, July, and October of each year a three (3) month calendar listing all events held at the Premises, the total number of ticket sales as a result of events held at the Premises, and the total revenues collected therefrom.

5.3 Private Rentals. In addition to the uses specified in Exhibit B, without LANDLORD's prior written consent, TENANT may, from time to time, rent the Premises to third persons for private use, which is defined for the purposes of this Article as a use that is limited to a select group of attendants, and is not open to the general public. Acceptable third party uses include, but is not limited to, parties, weddings, and receptions. Provided, however, that no such rental shall be for a period of greater than seventy-two (72) hours, and the cumulative total of such rentals shall not be greater than forty-nine percent (49%) of the total time based on the number of hours that the theater is in actual use between January 1 and December 31 for the previous calendar year. TENANT acknowledges that LANDLORD's title

to the Premises is expressly conditioned upon use of the Premises as a performing arts theater, and TENANT agrees to take all necessary action to comply with said condition, including but not limited to, limiting the time during which the theater is rented, pursuant to this paragraph, to a percentage less than forty-nine percent (49%) if such a limitation is reasonably necessary to comply with the condition.

5.4 Conditions of Use. TENANT's use of the Premises as provided in this Lease shall be in accordance with the following:

a. Cancellation of insurance; increase in insurance rates. TENANT shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises. If the rate of any insurance or self-insurance carried by LANDLORD is increased as a result of TENANT's use, TENANT shall pay to LANDLORD within fifteen (15) calendar days before the date LANDLORD is obligated to pay a premium on the insurance, or within fifteen (15) calendar days after LANDLORD delivers to TENANT a statement from LANDLORD's insurance carrier or Risk Manager stating that the rate increase was caused by an activity of TENANT on the Premises, whichever date is later, a sum equal to the difference between the original premium and the increased premium.

b. Compliance with laws. TENANT shall comply with all laws concerning the Premises or TENANT's use of the Premises, including, without limitation, the obligation at TENANT's cost to alter, maintain, or restore the Premises in compliance and conformity with all laws relating to the condition, use, or occupancy of the Premises during the term. Without limiting the generality of the foregoing, TENANT shall comply with all laws and regulations of the City of Roseville. TENANT expressly acknowledges that, acting in its capacity as a municipality, LANDLORD may impose regulations upon the activities of TENANT or the

Premises or both, and that LANDLORD reserves all of its police power as granted by the California Constitution to do so.

c. Waste; nuisance. TENANT shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance (including, without limitation, the use of loudspeakers or sound or light apparatus excluding the neon or other lighting on the Building's marquee and other building lighting or signage that can be heard or seen outside the Premises) to the public or owners or occupants of adjacent properties. TENANT shall not use the Premises for sleeping or the preparation, manufacture, or mixing of nonfood or inedible items that might emit any odor or objectionable noises or lights onto adjacent properties.

d. Overloading. TENANT shall not do anything on the Premises that will cause material damage to the Premises. The Premises shall not be overloaded. No machinery, apparatus, or other appliance shall be used or operated in or on the Premises that will in any manner injure the Premises.

5.5 Continuous Use. TENANT shall fully and continuously use the Premises for the uses specified in this Lease, and failure to do so shall constitute a default of this Lease. In the event that TENANT shall fail to do so for thirty (30) consecutive calendar days, LANDLORD shall have the right to give TENANT one hundred and twenty (120) calendar days' notice of such failure during which time TENANT shall cure such default. If at the end of the 120-day period TENANT has failed to cure the default, LANDLORD may at its option terminate this Lease. LANDLORD acknowledges that TENANT may have "black-out" periods of nonuse of the Premises during the holidays of approximately two (2) weeks. Such period shall not count as a failure to fully and continuously use the Premises.

ARTICLE VI: MAINTENANCE

6.1 Limitation on Landlord's Maintenance Obligation. Except as expressly provided in this Lease, LANDLORD shall have no obligation to maintain or repair any portion of the Premises leased to TENANT, and all such maintenance and repair shall be the obligation of TENANT. TENANT waives the provisions of Civil Code §§ 1941 and 1942 with respect to LANDLORD's obligations for tenantability of the Premises and TENANT's right to make repairs and deduct the expenses of such repairs from rent, to the extent that such provisions of the Civil Code may be deemed to apply to this Lease and TENANT's possession of the Premises.

6.2 Landlord's Maintenance Obligations. LANDLORD shall maintain and repair the structural parts of the building that are a part of the Premises, which structural parts include for purposes of this Lease only the foundations, bearing and exterior walls (including signs, marquees, glass and doors), roof, window frames, gutters, downspouts, mansards, and other architectural embellishments on the exterior of the Premises.

6.3 Tenant's Maintenance Obligations. TENANT at its cost shall maintain, in good condition, all portions of the Premises which are its responsibility to maintain under this Lease, including, without limitation, all TENANT's fixtures and signs. In addition, TENANT shall be responsible for maintaining and complying with the following:

a. Tower Theater Inventory. TENANT, at its cost, shall maintain in good condition all fixtures, furnishings and equipment as identified in the Tower Theater inventory described on Exhibit C. TENANT shall not be obligated to continue to maintain such items after they have become obsolete or unusable for TENANT's purposes, provided that TENANT shall first meet and confer with LANDLORD to negotiate for the acquisition of replacement items and their addition to the Tower Theater inventory. TENANT shall give written notice to

LANDLORD at least ten (10) calendar days prior to entering into any binding obligation to make any personal property expenditure exceeding \$2,000, requesting LANDLORD's approval of the expenditure, which approval shall not be unreasonably withheld or delayed. With LANDLORD's prior approval, LANDLORD shall directly make such expenditure or shall immediately reimburse TENANT for any such expenditures made by TENANT. TENANT shall provide to LANDLORD, upon completion of any improvements, a written inventory of personal property belonging to LANDLORD in the Premises as an update to the inventory attached as Exhibit C.

b. HVAC. Maintenance of unexposed HVAC, electrical, plumbing, and sewage systems which requires entry into bearing or exterior walls, or remodeling of the Premises which requires entry into or moving of bearing walls, shall be at TENANT's sole expense and only after receipt of LANDLORD's written consent, which consent shall not be unreasonably withheld.

c. ADA Improvements. TEANT shall be responsible for ensuring the Premises are compliant with the Americans with Disabilities Act ("ADA").

6.4 Tenant's Liability. TENANT shall be liable for any damage to the Premises resulting from the acts or omissions of TENANT, its authorized representatives, sublessees or any of their invitees.

6.5 Maintenance Reserve. TENANT shall maintain, at all times during the term of this Lease and any extension hereof, a repair and maintenance reserve in cash or other readily available funds, in an amount not less than twenty thousand dollars (\$20,000) and must be able to provide documentation to such when requested. Commencing with the second lease year, LANDLORD may require TENANT to increase the required amount of the repair and

maintenance reserve in increments reasonably related to the incremental increases implemented during the first lease year and to the then anticipated repair and maintenance needs of the Premises, provided that LANDLORD has made such a determination during the review of the term and advised TENANT of any proposed increase prior to a determination that the Lease term will be extended. TENANT shall have on staff or in a volunteer position a person with the skills necessary to properly address the maintenance and/or repairs that may be required at the theater.

ARTICLE VII: ALTERATIONS

7.1 Alterations. TENANT shall not make any alterations or modifications to the Premises without LANDLORD's written consent. Any such approved alterations made shall remain on and be surrendered with the Premises on expiration or termination of the term. LANDLORD shall have the right to require TENANT to remove any and all alterations that TENANT has made to the Premises other than those made with LANDLORD's consent.

7.2 Commencement of Approved Alterations. If TENANT makes any alterations to the Premises as provided in this Article, such alterations shall not be commenced until five (5) calendar days after LANDLORD has received notice from TENANT stating the date the installation of the alterations is to commence so that LANDLORD can post and record an appropriate notice of nonresponsibility.

ARTICLE VIII: MECHANICS' LIENS

8.1 Mechanics' Liens. TENANT shall keep the Premises free and clear of all mechanics' liens (including stop payment notices) resulting from construction done by TENANT or any person or entity authorized by TENANT.

8.2 Right to Contest. TENANT shall have the right to contest the correctness or the validity of any such lien if, immediately on demand by LANDLORD, TENANT procures and records a lien release bond issued by a corporation authorized to issue surety bonds in California in an amount equal to one and one-half times the amount of the claim of lien. The bond shall meet the requirements of Civil Code § 8424 and shall provide for the payment of any sum that the claimant may recover on the claim (together with costs of suit, if it recovers in the action).

ARTICLE IX: UTILITIES AND SERVICES

9.1 Payment for Utilities. For the first year of the Lease, TENANT shall be responsible for paying a flat rate of \$2,550 each month for electricity, water and wastewater services. For each year thereafter, LANDLORD shall review the actual annual utility billing costs for these services and adjust the flat rate so the amount collected in the following year is eighty-five percent (85%) of the actual annual billing costs of the previous year. In addition to paying this flat rate, TENANT shall also be responsible for making arrangements for and paying all other utilities associated with the Premises at the then current rates, including but not limited to, gas, trash collection, telephone, internet connection, and/or cable/satellite television service. Such charges will be billed directly to TENANT.

9.2 Interruption in Utility Services. LANDLORD shall not be liable to TENANT for any losses or damages of any kind or character that result from outages, interruptions or fluctuations in utility services provided to TENANT.

ARTICLE X: INDEMNITY AND EXCULPATION; INSURANCE

10.1 Waiver; Indemnification. LANDLORD shall not be liable to TENANT for any

damage to third persons, TENANT or TENANT's property from any cause. TENANT waives all claims against LANDLORD for damage to persons or property arising for any reason, except that LANDLORD shall be liable to TENANT for damage to TENANT resulting from the intentional acts or sole negligence of LANDLORD or its authorized representatives.

To the fullest extent allowed by law, TENANT shall defend, indemnify and save and hold harmless LANDLORD, 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, occurring in, on, or about the portion of the premises leased by TENANT pursuant to this Lease, except those matters arising from the sole negligence or willful misconduct of LANDLORD, or the sole negligence or willful misconduct of the tenant located in the storefront retail space.

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

10.2 Tenant's Insurance Requirements. TENANT at its cost shall maintain the following insurance policies: (a) commercial general liability insurance with limits of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate, with such endorsements as LANDLORD may reasonably require. All general liability insurance shall insure performance by TENANT of the indemnity provisions of Article X; (b) Workers' Compensation with statutory limits; (c) hired and non-owned automobile coverage with a combined single limit of One Million Dollars (\$1,000,000) for property damage and bodily injury; and (d) liquor liability insurance with the limits of not less than One Million

Dollars (\$1,000,000) each common cause and Two Million Dollars (\$2,000,000) aggregate at all times during the Initial Term and any renewals thereof. If liquor liability insurance is written on a separate policy from the commercial general liability policy, such policy shall be endorsed to name LANDLORD (and any of its affiliates, subsidiaries, successors and assigns designated by LANDLORD) as an additional insured. Said insurances shall only apply to the Premises, and specifically shall not apply to that storefront retail space which is currently occupied by Shyam Nambiar, and which space shall be subjected to separate insurance requirements which are not TENANT's obligation.

10.3 Additional Insureds. TENANT shall also provide a separate endorsement form or section of the policy showing LANDLORD, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except Workers' Compensation. Such insurance shall specifically cover the contractual liability of TENANT. The additional insured coverage under TENANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from LANDLORD'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 Lease; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

10.4 Annual Review. On an annual basis, LANDLORD shall have the right to review all insurance coverage required by this Lease. If, in the opinion of LANDLORD's Risk Manager

the amount of public liability, property damage and any other applicable insurance coverage at that time is not adequate, TENANT shall increase the insurance coverage as reasonably required by either LANDLORD's Risk Manager.

10.5 Personal Property. TENANT, at its cost, shall maintain on all its personal property, TENANT's improvements, and alterations, in, on, or about the Premises, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least one hundred percent (100%) of the actual cash value of such property. The proceeds from any such policy shall be used by TENANT for the replacement of personal property and the restoration of TENANT's improvements or alterations.

10.6 HVAC. TENANT, at its cost, shall maintain insurance on the heating, ventilating and air conditioning systems if any of these items and the damage that may be caused by them are not covered by the standard fire and extended coverage insurance referred to in paragraph 10.5.

10.7 Additional Requirements. All the insurance required under this Lease shall:

a. Be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an A VII as rated in the most recent edition of Best's Insurance Reports.

b. Be issued as a primary policy.

c. Contain an endorsement requiring ten (10) calendar days' written notice from the insurance company to LANDLORD before cancellation or change in the coverage, scope, or amount of any policy.

d. Be evidenced by a certificate of insurance in a form approved by the Risk Manager of LANDLORD.

e. The limits of insurance required in this Lease 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 LANDLORD (if agreed to in a written contract) before LANDLORD's own insurance shall be called upon to protect it as a named insured.

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

g. All self-insured retentions ("SIR") must be disclosed to the Risk Manager 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 LANDLORD. LANDLORD 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. TENANT hereby agrees to waive subrogation which any insurer of TENANT may acquire from TENANT by virtue of the payment of any loss under a Workers' Compensation, Commercial General Liability or Automobile Liability policy. Commercial

General Liability policy shall be endorsed with a waiver of subrogation in favor of LANDLORD, its officers, agents, employees and volunteers for all actions performed by TENANT, its employees, agents and subcontractors.

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

ARTICLE XI: DESTRUCTION

11.1 Destruction Covered by Insurance. If, during the term, the Premises are totally or partially destroyed from a risk covered by the insurance described in Article X, rendering the Premises totally or partially inaccessible or unusable, TENANT shall restore the Premises to substantially the same condition as they were in immediately before destruction. Such destruction shall not terminate this Lease. If the existing laws do not permit the restoration, either party can terminate this Lease immediately by giving notice to the other party.

If the cost of the restoration exceeds the amount of proceeds received from the insurance required under Article X, LANDLORD may elect to terminate this Lease by giving notice to TENANT within thirty (30) calendar days after determining that the restoration cost will exceed the insurance proceeds. If LANDLORD elects to terminate this Lease and TENANT does not within twenty (20) calendar days thereafter agree to contribute the difference between the cost of restoration and the amount of insurance proceeds available, this Lease shall terminate.

11.2 Destruction not Covered by Insurance. If, during the term, the Premises are totally or partially destroyed from a risk not covered by the insurance described in Article X,

rendering the Premises totally or partially inaccessible or unusable, LANDLORD may terminate this Lease by giving notice to TENANT within sixty (60) calendar days after the destruction.

11.3 Waiver. TENANT waives the provisions of Civil Code § 1932(2) and Civil Code § 1933(4) with respect to any destruction of the Premises.

11.4 Clean-Up. In any case in which this Lease terminates as a result of the total or partial destruction of the Premises, the Premises shall be cleaned, remediated and made safe, and all rubble removed, by LANDLORD.

ARTICLE XII: CONDEMNATION

12.1 Termination due to Condemnation. If the Premises are totally taken by condemnation, this Lease shall terminate on the date of taking.

12.2 Condemnation of Portion of Premises. Without in any way limiting TENANT's rights to petition the Superior Court to terminate this Lease in the event of a partial taking of any percentage of the Premises, if a portion of the Premises is taken by condemnation, this Lease shall remain in effect, except that TENANT may elect to terminate this Lease if twenty-five percent (25 %) or more of the total number of square feet in the Premises is taken.

12.3 Award. Any award in condemnation shall be entirely the property of LANDLORD, and TENANT waives any right to receive any condemnation award as a result of this Lease, whether the taking is permanent or temporary, full or partial, except insofar as the condemning agency is the City of Roseville.

ARTICLE XIII: ASSIGNMENT

13.1 Consent for Assignment and Subleases. TENANT shall not voluntarily assign or

encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity (except TENANT's authorized representatives) to occupy or use all or any part of the Premises, without first obtaining LANDLORD's written consent, which consent shall not be unreasonably withheld or delayed. The foregoing provision for LANDLORD's consent shall not extend to consent over any performing art activities which TENANT may bring to the Premises. Any assignment, encumbrance, or sublease without LANDLORD's written consent shall be voidable and, at LANDLORD's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph. Rentals for private parties or receptions shall be subject to the provisions of paragraph 5.3 and not this paragraph 13.1.

13.2 No Assignments by Operation of Law. No interest of TENANT in this Lease shall be assignable by operation of law (including, without limitation, the transfer of this Lease by testacy or intestacy). Each of the following acts shall be considered an assignment unauthorized by LANDLORD:

- a. If TENANT is or becomes bankrupt or insolvent, makes or attempts to make an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which TENANT is the bankrupt party;
- b. If a writ of attachment or execution is levied on this Lease;
- c. If, in any proceeding or action to which TENANT is a party, a receiver is appointed with authority to take possession of the Premises.

13.3 Unauthorized Assignments. An unauthorized assignment shall constitute a default by TENANT and LANDLORD shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of TENANT.

ARTICLE XIV: DEFAULT

14.1 Material Default. Any of the following events shall constitute a material default (or event of default) and breach of this Lease by TENANT:

- a. Abandonment or vacation of the Premises or any substantial portion thereof as provided in paragraph 5.5
- b. The making by TENANT of any general assignment or general arrangement for the benefit of creditors; or the filing by or against TENANT of a petition to have TENANT adjudged a bankrupt or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against TENANT, the same is dismissed within thirty (30) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of TENANT's assets located at the Premises or of TENANT's interest in this Lease, where possession is not restored to TENANT within thirty (30) calendar days; or the attachment, execution or other judicial seizure of substantially all of TENANT's interest in this Lease, where such seizure is not discharged in thirty (30) calendar days.
- c. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) calendar days after notice has been given to TENANT. If TENANT does not cure the default within thirty (30) calendar days, LANDLORD may terminate this Lease immediately. If the default cannot reasonably be cured within thirty (30) calendar days, TENANT shall not be in default of this Lease if TENANT commences to cure the default within the thirty (30) calendar day period and diligently and in good faith continues to cure the default.

Notices of default shall specify the alleged default and the applicable Lease provisions, and shall demand that TENANT perform the provisions of this Lease within the applicable period of time, or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless LANDLORD so elects in the notice.

The purpose of the notice requirements set forth in this paragraph is to extend the notice requirements of the unlawful detainer statutes of California.

d. If TENANT fails to pay rent, and/or any other amount due and payable hereunder upon the date when such payment is due, such failure continuing for a period of fourteen (14) calendar days following written notice from LANDLORD specifying the alleged default ("Payment Cure Period"), LANDLORD may terminate the Lease. In the event that LANDLORD does not receive payment during the Payment Cure Period, this Lease shall, at the option of LANDLORD, immediately terminate.

e. If TENANT violates any applicable law, rule, statute, ordinance, order, or regulation applicable to TENANT's use of the Premises and does not cure such violation within thirty (30) calendar days of the date of the notice from the LANDLORD to TENANT, LANDLORD may immediately terminate this Lease.

14.2 Landlord's Rights and Remedies. The remedies of LANDLORD if TENANT commits a default are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law.

14.3 Landlord's Default. If LANDLORD is in default of this Lease, and as a consequence TENANT recovers a money judgment against LANDLORD, the judgment shall be satisfied only out of the consideration received by LANDLORD from the sale or other disposition of all or any part of LANDLORD's right, title, and interest in the Building.

ARTICLE XV: USE BY LANDLORD

15.1 Landlord's Utilization of Premises. LANDLORD reserves the right to utilize the Premises for ten (10) days each year, subject to the limitation that, for every day LANDLORD is allowed to utilize the Premises, LANDLORD's use shall be excluded from the calculation of the forty-nine percent (49%) private use limitation set forth in paragraph 5.3 herein; and further subject to the limitation that LANDLORD's choice of dates, in addition to being subject to mutual agreement of the parties as provided below, shall be subject to and subordinate to the use of the Premises by TENANT, its licensees, or exhibitors, i.e., scheduled events of TENANT or its licensees, or exhibitors shall take priority in the scheduling of use of the Premises by LANDLORD. The foregoing notwithstanding, LANDLORD shall be given priority for use of the Premises on open dates (i.e., dates on which no event is scheduled). To the extent possible, prior to the anniversary date of this Lease, the parties shall mutually agree upon the dates for the coming year. In any event, LANDLORD shall give at least thirty (30) calendar days' prior notice of any requested use.

15.2 Landlord's Use Without Cost. LANDLORD's use shall be without cost (including utilities), provided that LANDLORD shall clean the Premises to the condition in which they were in prior to its use.

ARTICLE XVI: LANDLORD'S ENTRY ON PREMISES

16.1 Right of Entry. LANDLORD and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:

- a. To determine whether the Premises are in good condition and whether

TENANT is complying with its obligations under this Lease;

b. To do any necessary maintenance and to make any restoration to the Premises that LANDLORD has the right or obligation to perform;

c. To serve, post, or keep posted any notices required or allowed under the provisions of this Lease or required by law;

d. To post "for sale" signs at any time during the term, to post "for rent" or "for lease" signs during the last six (6) months of the term, or during any period while TENANT is in default;

e. To show the Premises to prospective brokers, agents, buyers, tenants, or persons interested in an exchange, at any time during the term;

f. To shore the foundations, footings, and walls of the Building and other improvements that are a part of the Premises and to erect scaffolding and protective barricades around and about the Premises, but not so as to prevent entry to the Premises, and to do any other act or thing necessary for the safety or preservation of the Premises if any excavation or other construction is undertaken or is about to be undertaken on any adjacent property or nearby street. LANDLORD's right under this provision extends to the owner of the adjacent property on which excavation or construction is to take place and the adjacent property owner's authorized representatives.

16.2 No Liability. LANDLORD shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of LANDLORD's entry on the Premises as provided in this Article, except damage resulting from the acts or omissions of its authorized representatives.

16.3 No Rent Abatement. TENANT shall not be entitled to an abatement if

LANDLORD exercises any rights reserved in this Article.

16.4 Minimal Inconvenience. LANDLORD shall conduct its activities on the Premises as allowed in this Article in a manner that will cause the least possible inconvenience, annoyance, or disturbance to TENANT.

ARTICLE XVII: SUBORDINATION; ESTOPPEL; NOTICE

17.1 Subordination of Encumbrances. This Lease is and shall be subordinate to any encumbrance now of record affecting the Premises. Such subordination is effective without any further act of TENANT. TENANT shall from time to time on request from LANDLORD execute and deliver any documents or instruments that may be required by a lender to effectuate such subordination. If TENANT fails to execute and deliver any such documents or instruments, TENANT irrevocably constitutes and appoints LANDLORD as TENANT's special attorney-in-fact to execute and deliver any such documents or instruments.

17.2 Estoppel Certificates. Each party, within fifteen (15) calendar days after notice from the other party, shall execute and deliver to the other party, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. Failure to deliver the certificate within the fifteen (15) calendar days shall be conclusive upon the party failing to deliver the certificate for the benefit of the party requesting the certificate and any successor to the party requesting the certificate, that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

17.3 Notices. Any consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and may be delivered personally or by

deposit in the U.S. mail, first class postage prepaid, addressed as follows:

LANDLORD

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

TENANT

Either party may change its address by giving notice of the change of address to the other party. Notice shall be deemed received forty-eight (48) hours after the time of mailing, if mailed as provided in this section.

ARTICLE XVIII: WAIVERS

18.1 No General Waivers. No delay or omission in the exercise of any right or remedy of LANDLORD on any default by TENANT shall impair such a right or remedy or be construed as a waiver.

18.2 Acceptance of Delinquent Rent not Waiver. The receipt and acceptance by LANDLORD of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.

18.3 No Acceptance of Surrender of Premises. No act or conduct of LANDLORD, including, without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by TENANT before the expiration of the term. Only a notice from LANDLORD to TENANT shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease, subject to damages for breach of contract.

18.4 Consent not Waiver. LANDLORD's consent to or approval of any act by TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent to or approval of any subsequent act by TENANT. Any

waiver by LANDLORD of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

18.5 Waiver in Writing. Any waiver by LANDLORD of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

ARTICLE XIX: RECORDATION; QUITCLAIM DEED

19.1 Recordation of Lease. This Lease or Memorandum of Lease, subject to the discretion of the City Clerk and City Attorney, shall be recorded against the Premises prior to TENANT taking physical possession of the Premises. A form Memorandum of Lease is set forth in Exhibit D, attached hereto and incorporated herein by reference.

19.2 Quitclaim Deed. TENANT shall execute and deliver to LANDLORD on the expiration or termination of this Lease, immediately on LANDLORD's request, a quitclaim deed to the Premises, in recordable form, designating LANDLORD as transferee.

ARTICLE XX: SALE OR TRANSFER OF PREMISES

20.1 Effect of Sale or Transfer. If LANDLORD sells or transfers all or any portion of the Premises, LANDLORD, on consummation of the sale or transfer, shall be released from any liability thereafter accruing under this Lease. If any security deposit has been paid by TENANT, LANDLORD may transfer the security deposit to LANDLORD's successor and on such transfer LANDLORD shall be discharged from any further liability in reference to the security deposit.

ARTICLE XXI: WAIVER OF LANDLORD'S LIEN - TENANT'S PROPERTY

21.1 Landlord's Lien Waiver. LANDLORD, within ten (10) calendar days after demand from TENANT, shall execute and deliver any document reasonably required by any supplier, lessor, or lender in connection with the installation in the Premises of TENANT's personal property or TENANT's trade fixtures in which LANDLORD waives any rights it may have or acquire with respect to that property, if the supplier, lessor, or lender agrees in writing that:

a. It will remove that property from the Premises before the expiration of the term or within thirty (30) calendar days after termination of the term, but if it does not remove the property within thirty (30) calendar days it shall have waived any rights it may have had to the property.

b. It will make whatever restoration to the Premises that is necessitated by the removal.

ARTICLE XXII: SURRENDER OF PREMISES; HOLDING OVER

22.1 Surrender at Termination. On expiration or not later than ten (10) calendar days after termination of the term, TENANT shall surrender to LANDLORD the Premises and all TENANT's improvements and alterations in good condition, except for ordinary wear and tear and except for alterations that TENANT has the right to remove or is obligated to remove under the provisions of this Lease. TENANT shall remove all its personal property within the above stated time. TENANT shall perform all restoration made necessary by the removal of any alterations or TENANT's personal property within the time periods stated in this paragraph.

LANDLORD can elect to retain or dispose of in any manner any alterations or TENANT's personal property that TENANT does not remove from the Premises on expiration or

termination of the term as allowed or required by this Lease by giving at least ten (10) calendar days' notice to TENANT. Title to any such alterations or TENANT's personal property that LANDLORD elects to retain or dispose of on expiration of the ten (10) calendar day period shall vest in LANDLORD. TENANT waives all claims against LANDLORD for any damage to TENANT resulting from LANDLORD's retention or disposition of any such alterations or TENANT's personal property. TENANT shall be liable to LANDLORD for LANDLORD's costs for storing, removing, and disposing of any alterations or TENANT's personal property.

22.2 Hold Harmless. If TENANT fails to surrender the Premises to LANDLORD on expiration or termination of the term as required by this Article, TENANT shall hold LANDLORD harmless from all damages resulting from TENANT's failure to surrender the Premises, including, without limitation, claims made by a succeeding TENANT resulting from TENANT's failure to surrender the Premises.

22.3 Tenancy at Sufferance. If TENANT, with LANDLORD's written consent, remains in possession of the Premises after expiration or termination of the term, or after the date in any notice given by LANDLORD to TENANT terminating this Lease, such possession by TENANT shall not be deemed to be a month-to-month tenancy, but a tenancy at sufferance.

ARTICLE XXIII: TENANT'S RIGHT TO TERMINATE LEASE

23.1 Termination by Tenant. If the laws of any government body prohibit TENANT from using the Premises as provided in Exhibit B, TENANT may elect to terminate this Lease on notice being given to LANDLORD within thirty (30) calendar days after TENANT has learned that its use of the Premises will be prohibited. Failure to give notice within said period shall be deemed a waiver of the right to terminate the Lease.

ARTICLE XXIV: RELOCATION ASSISTANCE

24.1 Waiver of Relocation Assistance. TENANT hereby acknowledges that TENANT is not entitled to, and hereby waives, any relocation assistance under Government Code Section 7260, *et seq.*, 25 Cal Code Regs Section 6000, *et seq.*, 42 USC Section 4601, *et seq.*, and 49 CFR pt 24, upon expiration or termination of this Lease, including any Extension thereof.

ARTICLE XXV: MISCELLANEOUS PROVISIONS

25.1 Time is of Essence. Time is of the essence of each provision of this Lease.

25.2 No Partnership or Joint Venture. LANDLORD shall not become or be deemed a partner or a joint venturer with TENANT by reason of any provisions of this Lease.

25.3 Consent. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

25.4 Execution. Each party shall deliver to the other party on execution of this Lease a certified copy of a resolution of its board of directors or city council authorizing the execution of this Lease and naming the officers that are authorized to execute this Lease on behalf of the party.

25.5 Successors. This Lease shall be binding on and inure to the benefit of the parties and their successors.

25.6 Payment of Sums. All sums payable under this Lease must be paid in lawful money of the United States of America.

25.7 Access to Records. Duly authorized representatives of LANDLORD shall have right of access during normal business hours to TENANT's files and records relating to the use

of the Premises, and may review the files and records at appropriate stages during TENANT's use of the Premises.

25.8 Modifications. This Lease and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the Parties.

25.9 Compliance with Laws. TENANT will comply with all federal, state and local laws, ordinances and policies as may be applicable to TENANT's use of the Premises under this Lease.

25.10 Attorneys' Fees; Venue; Governing Law. If either party becomes a party to any litigation concerning this Lease, the Premises, or the Building or other improvements on the Premises, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party that becomes a party to that litigation or any act or omission of its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys' fees and court costs incurred by it in the litigation.

If either Party commences any legal action against the other party arising out of this Lease 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 attorneys' fees. Any action arising out of this Lease shall be brought in Placer County, California, regardless of where else venue may lie. This Lease shall be governed by and construed in accordance with the laws of the State of California.

25.11 Force Majeure. If the performance under this Lease is prevented, restricted or interfered with by reason of lightning, earthquake or other act of God, embargoes, government ordinances or requirements, civil or military authorities, power outages or brownouts, or

mechanical, electronic or communications failures, or other causes beyond the reasonable control of the Party whose performance is affected (excluding financial condition, labor shortage, negligence or willful misconduct), then the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-for-day basis and the other party will similarly be excused from related performance; provided that the Party so affected shall use reasonable efforts to avoid or remove such causes of non-performance and both Parties shall proceed to perform their obligations with dispatch whenever such causes are removed or cease.

25.12 Integration. This is an integrated Lease, and contains all of the terms, considerations, understanding and promises of the Parties. It shall be read as a whole.

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

25.14 Quiet Enjoyment. TENANT, upon paying the rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate; provided, however, that TENANT acknowledges that the Premises is in the direct vicinity of the City of Roseville's Vernon Street Town Square park ("VSTS") and that public and/or private events may frequently occur (during any hour of any day and/or night) at the VSTS which may include, but is not limited to, live amplified music and crowd noise. TENANT also acknowledges that Vernon Street road closures may occur from time to time due to special events.

25.15 Governing Agreement. In the event of any conflict between this Lease and its exhibits, the provisions of this Lease shall govern.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Lease 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 _____, 2014, and _____ has caused this Lease to be executed.

LANDLORD:

CITY OF ROSEVILLE, a
municipal corporation

DOMINICK CASEY
City Manager

ATTEST:

SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

TENANT:

_____,
a _____

BY: _____

its: _____

and

BY: _____

its: _____

LAURA MATTEOLI
Acting Economic Development Director

EXHIBIT A

LEGAL DESCRIPTION

Lot 15, in Block 12 of the town (now City) of Roseville, as said Lot and Block are designated and delineated on the official map of said Town of Roseville, on file in the Office of the Recorder of Placer County, California, excepting therefrom the Southwesterly 24 feet of said Lot 15, having a frontage of 24 feet on Vernon Street, and a uniform width of 25 feet, extending back 150 feet more or less, to the alley.

APN 013-123-026

EXHIBIT B

AUTHORIZED USES

TENANT shall only use the Premises for the following events:

Performing Arts Theatre

Art or Performing Arts Classes

Concert/Music Events

Comedy Shows

Presentation/Speaker Series/Public Meetings

Conferences

Cinema

Workshops

Other Special Events for the benefit of the arts if approved by LANDLORD in writing

Other Activities and Concessions Associated with a Scheduled Event

EXHIBIT C

TOWER THEATER INVENTORY

EXHIBIT D

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND

AFTER RECORDATION, MAIL TO:

City of Roseville
311 Vernon Street
Roseville, CA 95678
Attn: City Clerk

Space Above Line For Recorder's Use

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into this ____ day of _____ 2018, by and between City of Roseville, a municipal corporation ("LANDLORD"), and _____, a _____ (hereinafter "TENANT"), who agree as follows:

1. LANDLORD leases to TENANT and TENANT leases from LANDLORD a theater within an building on real property located in the City of Roseville, County of Placer, State of California, Assessor's Parcel Number 013-123-026, as more particularly shown in **Exhibit A** attached hereto and incorporated by reference herein (the "Leased Premises").

2. This Memorandum of Lease is made upon all the terms and conditions of that certain unrecorded Lease Agreement relating to the leased premises between LANDLORD and TENANT dated _____, 20__ ("Lease Agreement") on file with the City Clerk, and all of said terms and conditions are incorporated by reference herein.

3. The term of the lease shall continue for a period of _____ (#) months, unless extended or earlier terminated according to the terms of the Lease Agreement.

[SIGNATURE BLOCKS APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, upon the day and year first hereinabove written, the respective Parties hereto have executed this Memorandum of Lease, personally or by officers or agents thereunto duly authorized.

LANDLORD:

TENANT:

CITY OF ROSEVILLE, a
municipal corporation:

_____, a

BY: _____
DOMINICK CASEY
City Manager

BY: _____
Print name: _____
Title: _____

and

BY: _____
Print name: _____
Title: _____

**EXHIBIT A
TO MEMORANDUM OF LEASE**

LEGAL DESCRIPTION

Lot 15, in Block 12 of the town (now City) of Roseville, as said Lot and Block are designated and delineated on the official map of said Town of Roseville, on file in the Office of the Recorder of Placer County, California, excepting therefrom the Southwesterly 24 feet of said Lot 15, having a frontage of 24 feet on Vernon Street, and a uniform width of 25 feet, extending back 150 feet more or less, to the alley.

APN 013-123-026

SEALED PROPOSAL



**IMPORTANT
NOTICE TO
PROPOSER**

- The envelope containing your proposal **MUST** have:
1. Your name and address in the **UPPER** left corner.
 2. This label on the **LOWER** left corner.

RFP NAME

PROPOSAL DUE DATE

PROPOSAL DUE TIME

_____ A.M. _____ P.M.
PROPOSAL FOR

**TIME SENSITIVE. DELIVER TO
CITY CLERK IMMEDIATELY.**



COUNCIL COMMUNICATION

CC #: 9500
File #: 0215-07

Title: Broadstone Independent Living Project - Fee Deferral
Contact: Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Meeting Date: 9/5/2018
Item #: 9.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving a request for a City fee deferral from US Alliance Holden of Roseville II, LLC for the Broadstone Independent Living Project, as follows:

1. Broadstone Independent Living Project with 201 units in the amount of \$1,579,531.45, as applicable to each building permit.

The development impact fee deferral requires payment of the deferred fees, along with a 2.5% annual interest charge, prior to the issuance of a Building Permit Occupancy/Final as applicable for each building permit. The Roseville Municipal Code identifies an administrative processing fee of \$750.00 to be charged per building permit.

BACKGROUND

The City of Roseville offers a fee deferral program through the Economic Development Department as an incentive to encourage development. US Alliance Holden of Roseville II, LLC requests a fee deferral for the Broadstone Independent Living Project consisting of 201 units, see Attachment 1. The project site is located at 1031 Roseville Parkway at the northeast corner of Roseville Parkway and Gibson Road, as identified below. Please refer to Attachment 2 for a site plan and elevation.



The City development impact fee types and deferral amounts are identified below:

BROADSTONE INDEPENDENT LIVING FEE DEFERRAL	
City Controlled Fee Type	Fee Total
Public Facilities Fee	\$354,765.00
Local Sewer Fee	\$30,840.48
Water Connection Fee - Domestic	\$390,437.10
Water Connection Fee - Irrigation	\$30,897.90
Traffic Mitigation Fee	\$58,863.26
Bike Trail/Transit Fees	24,120.00
Citywide Park Fee	\$403,809.00
Solid Waste Fee	\$77,680.14
Electric Backbone Fee	\$208,118.57
TOTAL	\$1,579,531.45

According to the Roseville Municipal Code (RMC), all non-residential fee deferrals greater than \$100,000 dollars are required to be approved by the City Council and be paid prior to the issuance of a Building Permit Occupancy/Final permit, as applicable to each permit. In an effort to cover lost interest resulting from the City fee deferral there is an annual interest charge of 2.5% of the deferral amount, based on the length of the deferral, that will be paid upon issuance of Building Permit occupancy/final. The typical construction and inspection timeframe for a commercial-residential project is 12-24 months. The RMC additionally identifies an administrative processing fee of \$750.00 to be charged per building permit to cover staff's time of processing requests.

FISCAL IMPACT

The US Alliance of Holden of Roseville II, LLC fee deferral request will not result in a loss of impact fees nor earned interest income. The development impact fees are required to be paid prior to issuance of Building Permit Occupancy/Final as applicable to each permit. To ensure that

the City will not have loss of interest income the Roseville Municipal Code requires an interest rate be charged on monies deferred for the City Fee Deferral. Specifically, the City's Finance Department identified that the City's ten year pooled interest rate is 2.5%. Therefore, a per annum interest rate of 2.5%, prorated based on the length of the deferral, will be charged on the monies deferred to cover the City's cost of loss of interest income on the City Fee Deferral. Additionally, the Roseville Municipal Code identifies an administrative processing fee of \$750.00 to be charged per building permit.

ECONOMIC DEVELOPMENT / JOBS CREATED

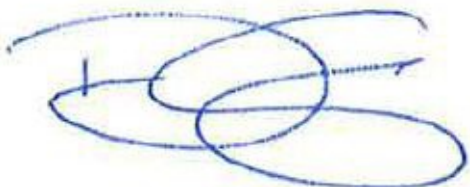
The Broadstone Independent Living Project will construct 201 units in the City of Roseville. The addition of senior housing and care in Roseville is needed and will serve to meet existing unmet demand. Additionally, this deferral will generate temporary construction and permanent manager and grounds keeper jobs in the City of Roseville.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Approval of the resolution authorizing Council's direction to defer development impact fees itself does not include the potential for a significant environmental effect. Therefore, this fee deferral request is not subject to CEQA.

Respectfully Submitted,

Laura Matteoli, Acting Economic Development Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-384

Broadstone Assisted Living Project - Fee Deferral Letter of Request

Broadstone Site Plan and Elevation

RESOLUTION NO. 18-384

APPROVING FEE DEFERRALS FOR
BROADSTONE INDEPENDENT ASSISTED LIVING PROJECT

WHEREAS, the City of Roseville has offered a fee deferral program through the Economic Development department since the mid 1990's to encourage development; and

WHEREAS, the Economic Development department received a request from US Alliance Holden of Roseville II, LLC, the developer of Broadstone Independent Assisted Living Project, requesting a fee deferral of certain City controlled impact fees; and

WHEREAS, the fee deferral requires City Council approval and that the deferred fees be paid for or bonded for prior to the issuance of a building permit occupancy/final permit; and

WHEREAS, staff recommends City Council approve the City fee deferral to building permit/occupancy final in the amount of \$1,579,531.45 for the Broadstone Independent Assisted Living Project (with the City's ten year pooled interest rate of 2.5%); and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the City fee deferral to building permit/occupancy final in the amount of \$1,579,531.45 for the Broadstone Independent Assisted Living Project (with the City's ten year pooled interest rate of 2.5%), is hereby approved.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



August 6, 2018

Laura Matteoli
Economic Development Manager
City of Roseville
311 Vernon Street
Roseville, CA 95678

Re: Fee Deferral Request
Broadstone Independent Living Project

Dear Ms. Matteoli,

Please accept this letter as US Alliance Holden of Roseville II, LLC's formal request for a Fee Deferral for the building permits associated with the proposed Broadstone Independent Living Project on NCRSP Parcel 44.

We acknowledge that the deferral is subject to City's pooled interest rate ten-year average and that interest is due and payable at the time the final fee payment is made, prior to issuance of Certificates of Occupancy.

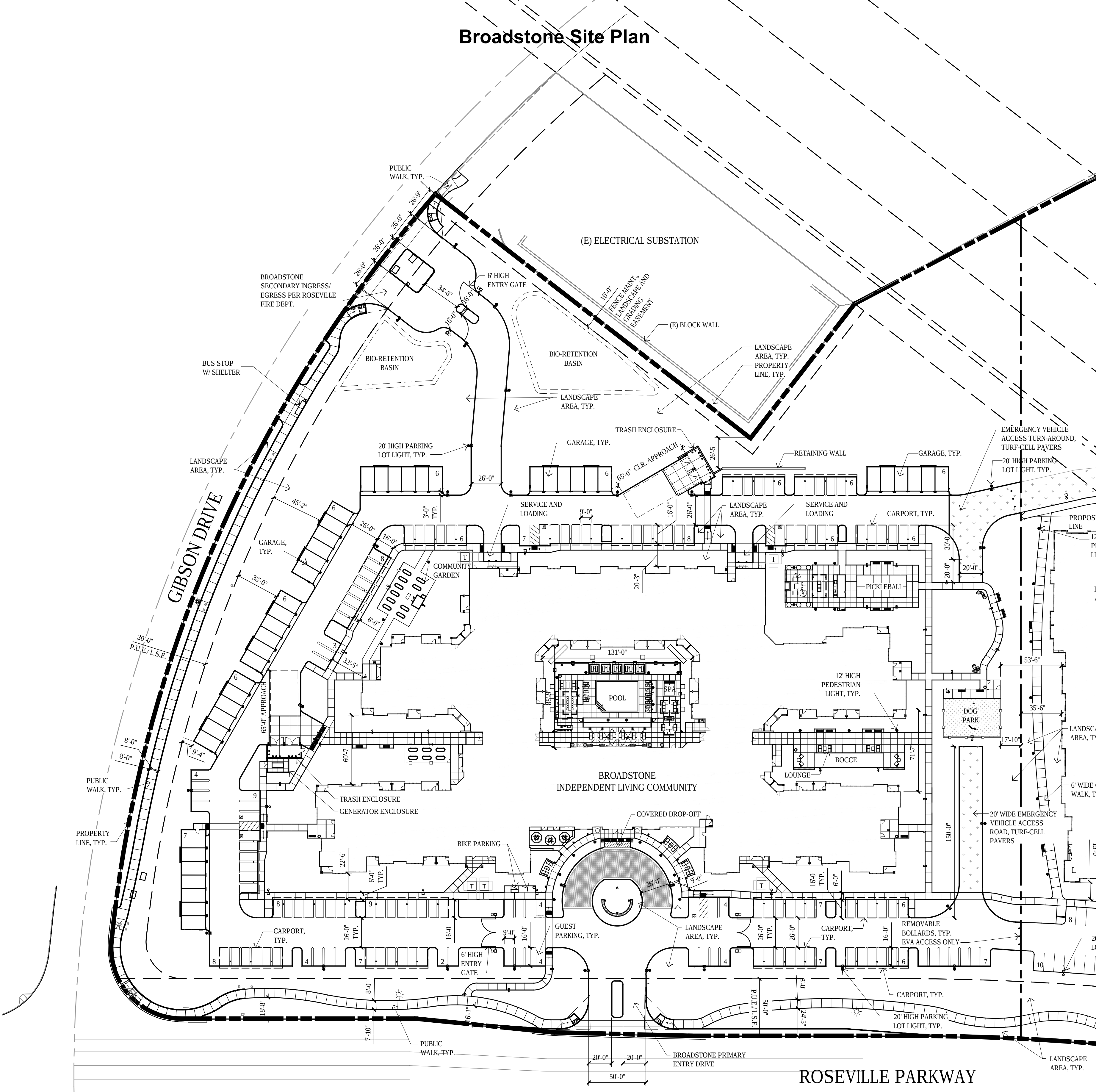
Thank you for working with us on the fee deferral.

Sincerely,

A handwritten signature in dark ink, appearing to read "PS", is written over a horizontal line.

Peter Solar, Member
US Alliance Holden of Roseville II, LLC

Broadstone Site Plan



Broadstone Project Elevation





COUNCIL COMMUNICATION

CC #: 9504

File #: 0206-03-01

Title:	Resolution of Formation - The Ranch at Sierra Vista Community Facilities District No. 1
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 9/5/2018

Item #: 9.2.

RECOMMENDATION TO COUNCIL

Not Applicable.

BACKGROUND

Not Applicable.

FISCAL IMPACT

Not Applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not Applicable.

ENVIRONMENTAL REVIEW

Not Applicable.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Dennis Kauffman, Finance Director

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

Dominick Casey, City Manager