CITY OF
ROSEVILLE
CALIFORNIA

AGENDA
October 17, 2018

AND SPECIAL MEETING NOTICE

CITY COUNCIL CLOSED SESSION
6:00 p.m.
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

CLOSED SESSION

6:00 p.m.

Conference with Labor Negotiators
Pursuant to California Government Code Section 54957.6
Agency designated representatives: Stacey Peterson and Gayle Satchwell

Employee Organizations: Roseville Police Officers Association; Roseville Police Association; IBEW, Local 1245; Stationary Engineers, Local 39; Roseville Firefighters, Local 1592; and Management/Confidential Employees, unrepresented employees.
CONTACT: Stacey Peterson 916-774-5374 slpeterson@roseville.ca.us

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

5. PRESENTATIONS

5.1. Americanism Award Presentation to the City of Roseville

Presentation from the California-Hawaii Elks Association honoring the City of Roseville with the Americanism Award and presentation from Roseville Elks Lodge #2248 honoring Mayor Susan Rohan for her leadership in the area of Americanism and Patriotism in the City of Roseville.

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

5.2. Proclamation - Manufacturing Awareness and Appreciation Month

Proclaim October 2018 as Manufacturing Awareness and Appreciation Month and encourage the community to commend and appreciate the benefits of manufacturers.

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

6. PUBLIC COMMENTS

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

7.1. 401 Oak Street Underground Storage Tank Removal (RFQ 01-3176) and Relocation of ConVault to Fire Station 5 - Service Agreement

Memo from Buyer Babette Owens and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-413 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CES CONTROLLED ENVIRONMENTAL SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1903202). Staff recommends Council approval of a service agreement with CES Controlled Environmental Services, Inc. for the labor and materials to remove an underground service tank at 401 Oak Street and relocate a ConVault to Fire Station 5 for the Public Works Building Maintenance Division. The total amount of the award is $76,161.00. Funding is included in the Public Works Building Maintenance Division's

FY2018-19 budget.

CC #: 9556

File #: 0203-02

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

7.2. Telecommunication Services Provider - Service Agreement

Memo from Information Technology Program Manager Matt Donaldson and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 18-431 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1904050). Through this agreement for telecommunications, the City will be replacing primary rate interface lines with session initiation protocol trunks and realize a cost savings of over $4,000.00 per month. The cost of this service agreement will not exceed $141,240.00 annually and will not exceed $706,200.00 over five years. Funds for this service agreement will be included in the each department's annual operating budget.

CC #: 9580

File #: 0203-05

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

7.3. Corporation Yard Tenant Safety Improvements (RFQ 10-3183) - Service Agreement and Budget Adjustment

Memo from Buyer Tiffany Valdez and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-416 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND JOE ANDERSON CONSTRUCTION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1908213); and adopt ORDINANCE NO. 6016 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 requests Council approve a service agreement with Joe Anderson Construction for the materials and labor to complete the Corporation Yard Tenant Improvement project at the Corporation Yard administration building in the amount of $215,720.00; authorize the Environmental Utilities (EU) Director or designee to approve change order requests for this project up to 10% as a construction contingency for a grand total of $237,292.00; and approve an ordinance transferring funding from available resources in the EU's Department's Water Operations Fund to the Water Front Counter Remodel Capital Improvement Project.

CC #: 9559

File #: 0800-01

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

7.4. Distribution Transformers (RFQ 10-3177) – Purchase Order

Memo from Buyer Babette Owens and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-426 APPROVING A PURCHASE ORDER FOR DISTRIBUTION TRANSFORMERS; and adopt RESOLUTION NO. 18-427 APPROVING A PURCHASE ORDER FOR DISTRIBUTION TRANSFORMERS; and adopt RESOLUTION NO. 18-428 APPROVING A PURCHASE ORDER FOR DISTRIBUTION TRANSFORMERS. Staff requests approval of purchase orders with Mader Supply, LLC, Pacific Utilities, and General Pacific, Inc. for the purchase of distribution transformers on an as-needed basis. The estimated combined annual cost is $700,000.00. Funding is included in the Electric Department Contribution in Aid of Construction Capital Improvement Project and 12kV Upgrade & Extension FY2018-19 budgets. Staff requests authorization to renew without further Council approval, contingent upon budget approval each year.

CC #: 9573

File #: 0203-07-02

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

7.5. Dead-front Padmount Switchgear (RFQ 10-3184) – Purchase Orders

Memo from Buyer Babette Owens and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-418 APPROVING A PURCHASE ORDER FOR DEAD-FRONT PADMOUNT SWITCHGEAR. Staff requests approval of purchase orders to Anixter, Inc. for the purchase of dead-front padmount switchgear on an as-needed basis. The estimated annual cost is $700,000.00 and funding for this year is included in the Electric Department Contribution in Aid of Construction Capitol Improvement Project and 12kV Upgrade & Extension FY2018-19 budgets. Staff requests authorization to renew without further Council approval, pending approval of the budget each year.

CC #: 9566

File #: 0203-07-01

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

7.6. Fire Safety and Fire Related Supplies - Blanket Purchase Orders

Memo from Administrative Analyst Katrina Rostam and Fire Chief Rick Bartee recommending Council approval of the award of blanket purchase orders to L.N. Curtis and Sons for fire safety and fire related supplies and equipment utilizing the Public Procurement Authority Bid Number RFP-00000170. The total estimated cost for Fire Department supplies will be $200,000.00 for the remaining initial term from October 10, 2018 to June 19, 2020 of the contract. Funding is included in the Fire Department Operations, Support Services and Training budgets for FY2018-19 and upcoming budgets. The funds will be encumbered one year at a time pending Council approval of the budget for each year.

CC #: 9572

File #: 0203-12

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

7.7. Fire Department Equipment - Blanket Purchase Order

Memo from Administrative Analyst Katrina Rostam and Fire Chief Rick Bartee recommending Council approve the award of blanket purchase orders to Municipal Emergency Services, Inc./Lawmen. The Fire Department has an annual requirement for various firefighting, rescue and hazmat supplies as well as safety gear for all incident responses. These supplies are used for various areas of incident response to protect the life and safety of operational personnel, as well as the public. Open orders will be established for the vendor for each primary category for fire safety and fire-related supplies/equipment utilizing Public Procurement Authority Contract Number 000000168. The estimated total for blanket purchase orders will be $200,000.00 during the remaining initial term (October 17, 2018 thru May 28, 2020) of the contract.

CC #: 9560

File #: 0203-12

CONTACT: Katrina Rostam 916-774-5843 krostam@roseville.ca.us

Resolutions

7.8. After School Education and Safety Program

Memo from Recreation Superintendent Rob Nakamura and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-414 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE CITY SCHOOL DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The After School Education and Safety program (ASES) provides for after school homework assistance and enrichment opportunities for up to 120 students at Cirby and 100 students at Woodbridge Elementary schools at no cost to participating families. The City is reimbursed a maximum of $235,700.00 to offset direct expenses to operate the after school program. This Memorandum of Understanding outlines partnership and financial reimbursement terms to operate the ASES program. There is no General Fund impact as the program is funded within the Youth Development Fund.

CC #: 9557

File #: 0704 & 0705

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

7.9. Updates to Energy Risk Management Policies

Memo from Electric Risk and Compliance Supervisor Petra Wallace and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-421 ADOPTING THE UPDATED ELECTRIC UTILITY RISK MANAGEMENT POLICY; and adopt RESOLUTION NO. 18-422 REAFFIRMING THE ENERGY CREDIT RISK POLICY; and adopt RESOLUTION NO. 18-423 ADOPTING THE UPDATED ENERGY TRADING AUTHORITY POLICY; and adopt RESOLUTION NO. 18-424 REAFFIRMING THE ENERGY HEDGE POLICY. The Electric Utility Risk Management Policy and Energy Trading Authority Policy are recommended to be updated as a result of organizational and regulatory changes. The Energy Credit Risk Policy and the Energy Hedge Policy require reaffirmation every two years by Roseville's internal risk policy. There is no fiscal impact associated with these policy changes.

CC #: 9570

File #: 0800-03

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

7.10. Amendment to Master Schedule of User and Regulatory Fees – Electric Fees

Memo from Senior Electric Business Analyst Joanna Cucchi and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-415 ADOPTING A SMALL CELL PLAN CHECK FEE AND INCORPORATING THE FEE INTO THE SCHEDULE OF USER AND REGULATORY FEES. This item requests approval of establishing a Small Cell Plan Check fee in the amount of $767.89 and incorporating this fee into the City's current Schedule of User and Regulatory Fees. The proposed Small Cell Plan Check fee establishment is estimated to generate approximately $80,000.00 annually in offsetting revenue to the Electric utility. Adopting this fee will provide additional revenue, but it is not intended to fund new services, rather the revenue is intended to offset the cost of providing services that are recoverable from fees.

CC #: 9558

File #: 0800-03

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

7.11. Washington Boulevard at Blue Oaks - Freeway Maintenance Agreement Amendment

Memo from Senior Engineer Guy Howes and Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-432 APPROVING A FREEWAY MAINTENANCE AGREEMENT AMENDMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve the Freeway Maintenance Agreement amendment to allow for a proposed second right turn lane from Northbound Washington Boulevard to Highway 65 southbound on ramp at Blue Oaks Boulevard within State right of way which will slightly increase the City's roadway maintenance responsibilities. The actions requested as part of this item have no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 9581

File #: 0900-04-02

CONTACT: Guy Howes 916-774-5339 ghowes@roseville.ca.us

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

7.12. Fiscal Year 2017-18 Year End Budget Adjustments

Memo from Budget Manager Scott Pettingell and Finance Director Dennis

Kauffman recommending Council adopt ORDINANCE NO. 6019 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FY2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Subsequent to the end of the fiscal year, the Finance Department evaluates the budget to ensure compliance with the annual budget ordinance. This evaluation identified fifteen necessary budget adjustments. The impact of the recommended adjustments on General Fund available resources is an increase of $703,000.00.

CC #: 9564

File #: 0201 & 0201-01

CONTACT: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us

7.13. Fiscal Year 2018-19 Administrative Budget Adjustments

Memo from Budget Manager Scott Pettingell and Finance Director Dennis Kauffman recommending Council adopt ORDINANCE NO. 6017 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 requested budget adjustment will correct a minor error in the budget for the Flood Alert System Capital Improvement Project by moving $337.00 of expenses to the Public Works operations budget; remove FY2018-19 budgeted revenue and expenses for three funds (Buckle-Up Baby, Merchant Parking Program, and Golf Improvement) which were closed as of June 30, 2018. Approval of this item will result in a net positive impact of $115.00 to the General Fund. There is a net zero impact to the Golf Operations Funds.

CC #: 9561

File #: 0201 & 0201-01

CONTACT: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us

7.14. Fiscal Year 2018-19 Community Development Block Grant Budget Adjustment

Memo from Administrative Analyst Melissa Hagan and Economic Development Director Laura Matteoli recommending Council adopt ORDINANCE NO. 6018 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 budget adjustment is being brought to Council for the realignment of the approved FY2018-19 Community Development Block Grant (CDBG) budget. The net change in expenditures is an increase of $236,354.00 and the net change in revenues is $236,354.00. CDBG funding is provided as a federal grant to the City. These grants are used to offset costs to the General Fund. This budget adjustment has no negative impact on the City's General Fund.

CC #: 9562

File #: 0113-02 & 0201-01

CONTACT: Melissa Hagan 916-774-5476 mhagan@roseville.ca.us

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

Memo from Senior Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-419 APPROVING A FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND BROWN AND CALDWELL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6020 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 requests approval of the budget adjustment that will transfer $467,853.00 from the Wastewater Rehabilitation Fund to the Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements Project. This amount will fund design and construction period services for the project, which is currently under construction. Staff also requests an amendment to the professional design services agreement with Brown and Caldwell for the Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements Project. The total cost of the amendment will not exceed $467,853.00. The remainder of the project funds will be used to complete design and construction period services for the project.

CC #: 9567

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

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

Reports / Requests

7.16. Out of State Travel Request - Police Department

Memo from Public Safety Program Coordinator Traci Drake and Police Chief James Maccoun requesting permission for a police lieutenant to attend a DJI Airworks Conference in Dallas, Texas October 30th - November 1st 2018. The conference will provide crucial information and application of DJI drone and aerial imaging products used by the Police Department. No City funds will be used. All costs, including tuition, per diem, hotel, airfare and ground transportation will be funded by a UASI grant thru Homeland Security.

CC #: 9565

File #: 0600-02

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

Ceremonial Documents

7.17. Proclamation - Extra Mile Day

Proclaim November 1, 2018 to be Extra Mile Day and urge individuals in the community to take time on this day to "go the extra mile" and to acknowledge those individuals who are inspirational in their commitment to making their organizations, families, communities, and the world a better place.

CC #: 9582

File #: 0102-06

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

7.18. Proclamation - California Arbor Week

Proclaim November 3 - 10, 2018 as a week to celebrate California Arbor Week in the City of Roseville, and encourage all residents and businesses to join together, plant trees, and maintain their existing trees.

CC #: 9578

File #: 0102-06

CONTACT: Ellen Worland 916-774-5131 eworland@roseville.ca.us

7.19. Proclamation - Small Business Saturday

Proclaim November 24, 2018 as Small Business Saturday and urge residents to support small businesses and merchants on Small Business Saturday and throughout the year.

CC #: 9577

File #: 0102-06

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

END OF CONSENT CALENDAR

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Groundwater Sustainability Plan Development Update

Memo from Acting Water Utility Manager Sean Bigley and Environmental Utilities Director Richard Plecker with an update regarding Sustainable Groundwater Management Act activities including development of the required Groundwater Sustainability Plan as required by California Water Code Section 10727.8.

CC #: 9568

File #: 0102-11

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

9. APPOINTMENTS

9.1. Appointment to Economic Development Advisory Committee - Unscheduled Vacancy

Memo from Deputy City Clerk Kelly Aye and City Clerk Sonia Orozco recommending Council appoint (1) one individual to the Economic Development Advisory Committee with a term ending June 30, 2020 from the following (6) six individuals who submitted an application for consideration: Nicole Dyer, Ugo Barnaby Nnaji, Alyssa Maspero, Angela Tsukiji, Ashley Walker, and Donald Wright. There is no fiscal impact.

CC #: 9583

File #: 0103-044-02

CONTACT: Kelly Aye 916-774-5264 kaye@roseville.ca.us

10. COUNCIL / STAFF / REPORTS/ COMMENTS

11. ADJOURNMENT

COUNCIL COMMUNICATION

CC #:
File #: 0102-06

Title:	Proclamation - Manufacturing Awareness and Appreciation Month
Contact:	Laura Matteoli 916-774-5284 LMatteoli@roseville.ca.us

Meeting Date: 10/17/2018
Item #: 5.2.

RECOMMENDATION TO COUNCIL

Proclaim October 2018 as Manufacturing Awareness and Appreciation Month and encourage the community to commend and appreciate the benefits of manufactures.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Proclamations are not considered a project as defined by the California Environment Quality Act (CEQA) (CEQA guidelines Section 5378). Consequently, no CEQA action is required.

Respectfully Submitted,

Laura Matteoli, Economic Development Director

Dominick Casey, City Manager

ATTACHMENTS:

Description

Manufacturing Awareness and Appreciation Month

CITY OF ROSEVILLE

PROCLAMATION

Manufacturing Awareness and Appreciation Month
October 2018

WHEREAS, Manufacturing Day is celebrated nationally in October to showcase manufacturing facilities and educate the community about manufacturing career opportunities; and

WHEREAS, manufacturers provide over 35,000 jobs for the Sacramento Region and 12,480,000 jobs nationwide; and

WHEREAS, manufacturing is the most important industry in the United States contributing nearly $2.2 trillion dollars to the economy and for every manufacturing worker hired, there are another four employees hired in an adjacent market; and

WHEREAS, the average manufacturing worker in the United States earns $82,023 annually, including pay and benefits; and

WHEREAS, over the next decade, nearly 3.5 million manufacturing jobs will likely be needed, and 2 million are expected to go unfilled due to the skills gap; and

WHEREAS, increasing the exposure of manufacturing careers is necessary to bridge the gap in skilled labor shortage and create viable career pathways for students and adults; and

WHEREAS, manufacturers and educational systems such as the Sacramento Valley Manufacturing Initiative, Los Rios Community College District, Power Inn Alliance, Valley Vision, Sacramento State University, California Community Colleges, United States Congress, Sacramento Employment and Training Agency, California Manufacturers & Technology Association, SME Sacramento Valley Chapter 145, California Food Producers, North Central Counties Consortium, Yolo County Workforce Development Board, Golden Sierra and JPMorgan Chase & Company work together to promote careers within the manufacturing industry; and

WHEREAS, the City of Roseville appreciates all manufacturers and commends manufactures for their commitment to the betterment of the City of Roseville.

NOW, THEREFORE, I, SUSAN ROHAN, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, on behalf of the City Council, do hereby proclaim **October 2018** as **Manufacturing Awareness and Appreciation Month** and encourage the community to commend and appreciate the benefits of manufactures.

SIGNED AND APPROVED this 17th day of October, 2018.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA

COUNCIL COMMUNICATION

CC #: 9556
File #: 0203-02

Title:	401 Oak Street Underground Storage Tank Removal (RFQ 01-3176) and Relocation of ConVault to Fire Station 5 - Service Agreement
Contact:	Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 10/17/2018
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution to approve a service agreement with CES Controlled Environmental Services, Inc. for the labor and materials to remove an underground service tank at 401 Oak Street and to relocate a ConVault to Fire Station 5 for the Public Works Building Maintenance Division, and to authorize the City Manager to execute the service agreement on behalf of the City of Roseville.

BACKGROUND

The City's building located at 401 Oak Street is pending sale. Built in 1972, 401 Oak Street previously served as home to Fire Station 1, the IT Department, Fire Administration and the Roseville Police Department. In order to fulfill the terms of the sale, the Building Maintenance Division will remove the fuel tanks and any contaminated material, and relocate a ConVault to Fire Station 5 to maintain refueling operations for various City departments. A ConVault is an above-ground fuel storage and dispensing system.

A formal bid was issued with the following vendor responses:

Bidder	Total Bid Price
Gems, Inc. Concord, CA	$109,677.29
CES Controlled Environmental Services, Inc. Brentwood, CA	**$ 76,161.00**
B&T Service Station Nipomo, CA	$184,084.00

FISCAL IMPACT

The total amount of the award is $76,161.00. Funding is included in the Public Works Building Maintenance Division's FY2018-19 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Consistent with the sales agreement for this City owned property, the proposed project involves removal and disposal of an existing underground service tank and any related contamination from 401 Oak Street. This activity is categorically exempt from CEQA as a Class 30 Exemption (State CEQA Guidelines Section 15330). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Babette Owens, Buyer

Dennis Kauffman, Finance Director

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-413

Signed Service Agreement

RESOLUTION NO. 18-413

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CES CONTROLLED ENVIRONMENTAL SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (S1903202) for labor and materials to remove and dispose of the underground storage tank located at 401 Oak Street and to relocate a ConVault to Fire Station 5, between the City of Roseville and CES Controlled Environmental Services, Inc., has been reviewed by the Council;

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

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of ______________, 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

SERVICE AGREEMENT
No: **S1903202**

SERVICE LOCATION: City of Roseville
401 Oak Street
Roseville, CA 95678

REQ. NO.: R1901589 DATE: 8/30/18

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

Contractor No.: V41839
Telephone No.: (415) 247-2983 Fax:
Email address: ceskemp@aol.com
Contractor: CES CONTROLLED ENVIRONMENTAL SERVICES, INC
ATTN: BOB KEMP
PIER 54 #103 TERRY FRANCOIS BLVD.
SAN FRANCISCO, CA 94158

Department: Building Maintenance

Acct. Code: 10001-6130/051003-45

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

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

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
VENDOR SHALL PROVIDE LABOR AND MATERIAL TO REMOVE AND DISPOSE OF (1) UNDERGROUND STORAGE TANK LOCATED AT 401 OAKS STREET; AND RELOCATE (1) STORAGE TANK TO 1564 PLEASANT GROVE BOULEVARD IN ACCORDANCE WITH ALL SPECIFICATIONS, TERMS AND CONDITIONS, ADDENDUM, AND ATTACHMENTS OF RFQ 01-3176.

PLEASE CONTACT CHARLIE FRALICK AT (916) 774-5706 FOR QUESTIONS REGARDING THIS AGREEMENT.

Total Cost of Service: $ **76,161.00**

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.:* *1000012070*

☐ **SOLE PROPRIETOR** ☐ **PARTNERSHIP** ☒ **CORPORATION**

CONTRACTOR: [signature] Mike Pedersen President
SIGNATURE **PRINT NAME** **TITLE**

CONTRACTOR: [signature] Bob Kemp V.P.
SIGNATURE **PRINT NAME** **TITLE**

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

COUNCIL COMMUNICATION

CC #: 9580
File #: 0203-05

Title: Telecommunication Services Provider - Service Agreement

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

Meeting Date: 10/17/2018
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Recommend that City Council adopt a resolution to authorize a service agreement with Consolidated Communications Enterprise Services, Inc. to provide telecommunication services to the City.

BACKGROUND

The City's telecommunications system is essential to its operation, as it is the primary means of communication both within and without the City. The City's existing telecommunications agreement has been in place for many years. On July 2, 2018, the City released "RFP 12-007 Telecommunication Services Provider" to determine if it could implement newer, better technology at lower cost. After evaluating proposals, the Information Technology department selected the proposal from Consolidated Communications Enterprise Services, Inc. as the one best able to meet the City's needs at the lowest possible cost. Through this agreement, the City will be replacing Primary Rate Interface (PRI) lines with Session Initiation Protocol (SIP) trunks and realize a cost savings of over $4,000 per month.

This service agreement is the result of a competitively bid Request for Proposal (RFP) process. The original estimate for telecommunication services is $10,700 per month, $128,400 per year, or $642,000 over five years. A maximum increase of up to 10% of the quoted pricing has been requested from staff in order to allow for adds and changes necessary to accommodate growth within the City over this five-year period. Funds for this service agreement will be included in the City's annual operation budget.

FISCAL IMPACT

The cost of this Service Agreement will not exceed $141,240 annually. Funds for this service agreement will be included in each department's annual operating budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Review 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 telecommunication services does not include the potential for a signification environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Matt Donaldson, IT Program Manager

Hong Sae, Chief Information Officer

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-431

service agreement

RESOLUTION NO. 18-431

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (S1904050) for the telecommunications services, between the City of Roseville and Consolidated Communications Enterprise Services, Inc., has been reviewed by the Council;

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

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of ______________, 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

SERVICE AGREEMENT
No: **S1904050**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1902017 DATE: 8/29/18

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

Contractor No.: V40092
Telephone No.: 916-786-4281 Fax:
Email address: rose.schultz@consolidated.com
Contractor: CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES, INC.
ATTN: ROSE SCHULTZ
211 LINCOLN STREET
P.O. BOX 969
ROSEVILLE, CA 95678

Department: INFORMATION TECHNOLOGY

Acct. Code: 03132-5330

Buyer: BECKY PHILIPP
Phone: 916-774-5724

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	8/29/23	Approved by Risk Mgt.	MATT DONALDSON

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #12-007 TITLED "TELECOMMUNICATION SERVICES PROVIDER", CONTRACTOR'S INITIAL PROPOSAL THERTO TITLED PROPOSAL TO PROVIDE TELECOMMUNICATION SERVICES TO CITY OF ROSEVILLE DATED 7/20/18 AS FURTHER CLARIFIED IN "APPENDIX A-SERVICE LEVEL AGREEMENT AND CITY OF ROSEVILLE PROPOSED SERVICES" DATED 8/16/18 (HEREINAFTER COLLECTIVELY "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF PROPOSAL ARE HERIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

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

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

Total Cost of Service: $ **706,200.00**

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.: 00801841 *Contractor License No.:* ________ *DIR Registration No.:* __________

☐ **SOLE PROPRIETOR** ☐ **PARTNERSHIP** ☐ **CORPORATION**

CONTRACTOR: Steven L. Childers — Steven L. Childers — CFO
SIGNATURE — PRINT NAME — TITLE

CONTRACTOR: [signature] — Steven J. Shirk — CSDA Corp Secretary
SIGNATURE — PRINT NAME — TITLE

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

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. 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. After the first twelve (12) months of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given (30) days' written notice. City's termination shall be without further liability to City, however Contractor shall be entitled to all costs reasonable incurred prior to the date of termination. Notwithstanding the foregoing, 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 worked 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.

Appendix A – Service Level Agreement

SERVICE LEVEL AGREEMENT

A. INTRODUCTION. This document ("SLA") defines the performance criteria for the domestic Dedicated Internet Service provided to Customer by Consolidated Communications Enterprise Services, Inc. If these performance standards are not met for this identified Service, Customer may be entitled to receive credits as set out here and in the Agreement. This SLA applies only to a Customer who is current in all payments for Service(s), and who is not otherwise in default under any agreement with Consolidated Communications Enterprise Services, Inc.

This SLA covers the following areas: (1) network availability; (2) installation intervals; (3) network monitoring; and (3) response time. It applies solely to performance within the network of Consolidated Communications Enterprise Services, Inc.; Consolidated Communications Enterprise Services, Inc. is not responsible for performance within the network(s) of Customer, or of third parties. Each SLA Service Commitment is subject to the General Provisions set out in section C.

B. SLA SERVICE COMMITMENTS:

1) Network Availability

a) Dedicated Internet service will be available for not less than 99.9% of the time in any calendar month.

b) "Availability" means the number of minutes that access to the Internet is available for Customer's use. Excluded from the calculation of availability are scheduled maintenance, incidents caused in whole or part by Customer or its agent or representative (including employees), *force majeure* events, incidents of five (5) minutes or less, and events that are not service-impacting, i.e., events must be reported by Customer to Consolidated Communications Enterprise Services, Inc. and documented by Consolidated Communications Enterprise Services, Inc. through creation of a trouble ticket.

c) If Consolidated Communications Enterprise Services, Inc. availability does not meet the Network Availability performance standard set out above, Customer will be entitled to a credit as set out below for the period during which the Service was interrupted. An interruption ("Interruption") begins when Customer reports a service, facility, or circuit to be fully interrupted and makes it available to Consolidated Communications Enterprise Services, Inc. for testing and repair. An Interruption ends when Consolidated Communications Enterprise Services, Inc. advises the Customer that the Service, facility, or circuit is again available for use. All Interruptions during any one 24-hour period shall be considered a single Interruption for purposes of this SLA, and only the length of individual Interruptions in excess of ten (10) minutes shall be combined for purposes of establishing the credit. Credit allowances are calculated on the basis of a 30-day month; and the credit shall be a pro rata allowance against the recurring base Service charge for the interrupted Service, based on the duration of the Interruption, as follows:

Interruption Duration	Credit Amount
Less than 1 hour	No credit
At least 1 hour, up to but less than 6 hours	1/8 day
6 hours or more	1/8 day for each additional 3 hour period (up to 1 full day's credit per 24 hour period)

d) So as to accommodate normal initial installation and deployment issues which are covered elsewhere in this SLA, this SLA commences 45 days after the relevant Service is first made available to Customer for use.

2) Installation Intervals

a) Consolidated Communications Enterprise Services, Inc. commits to an installation interval of no more than ten (10) business days for DSL and DS-1 circuits, and 90 business days for DS-3 and Ethernet circuits, subject to all other provisions in the Agreement.

b) The installation interval is measured from the date Consolidated Communications Enterprise Services, Inc. acknowledges a completed Service Order from Customer under this Agreement that includes the information necessary to permit Consolidated Communications Enterprise Services, Inc. to complete and activate Customer's Service(s).

c) If Consolidated Communications Enterprise Services, Inc. cannot meet the stated installation interval, Customer will receive a credit for 100% of the base installation charges paid or payable by Customer for any circuit not activated within the time frames set out above.

d) No credit is available for missed installations caused in whole or part by Customer or its agent or representative (including Customer's employees, consultants and any other provider(s) utilized by Customer.) This includes any subsequent change sought by Customer in its Service Order, any lack of Customer cooperation or access in installation, failure of Customer (or its agent or representative) to meet its own installation-related obligations, or other Customer-caused action that hinders timely completion by Consolidated Communications Enterprise Services, Inc.

e) This commitment is also governed by the *force majeure* provision in the Agreement. Consolidated Communications Enterprise Services, Inc. is not responsible under this SLA for any event that constitutes *force majeure*, including equipment failures and failures by a local or long distance service provider, connecting Internet provider or Internet service providers with whom Consolidated Communications Enterprise Services, Inc. interconnects or peers.

3) **Network Monitoring**

a) Services are monitored by Consolidated Communications Enterprise Services, Inc. 24 hours per day, 7 days per week.

b) Consolidated Communications Enterprise Services, Inc. will inform Customer whenever scheduled maintenance activities are of a type that could cause an Interruption or a significant and material degradation in Customer's Service while such activities are being performed. Such notice will be given at least 5 business days prior to the planned maintenance. Notice will be provided to Customer at the contact information provided by Customer.

c) Consolidated Communications Enterprise Services, Inc. will use commercially reasonable efforts to inform Customer of any other significant Services-affecting problems within fifteen (15) minutes of becoming aware of their occurrence, or as soon thereafter as is practicable, provided Customer maintains current and accurate contact information with Consolidated Communications Enterprise Services, Inc.

d) A credit is not available in connection with this service commitment.

4) **Response Time**

a) Consolidated Communications Enterprise Services, Inc. commits to a response time of one (1) hour or less for Service Interruptions or significant and material degradation of Service that are reported to it, based on the time from Customer's first clear communication of a Service issue as described below. Consolidated Communications Enterprise Services, Inc. response may be telephonic or remote, including a response via the Internet where the Service remains available.

b) Consolidated Communications Enterprise Services, Inc. commits to a mean time to repair ("MTTR") of four (4) hours for Services to the extent that they are provisioned and delivered end-to-end or otherwise entirely within the control of Consolidated Communications Enterprise Services, Inc.

c) "Response time" or "mean-time-to-repair" is calculated from the time that the Customer reports a Service Interruption or other significant and material Service problem to Consolidated Communications Enterprise Services, Inc. makes the circuit available to Consolidated Communications Enterprise Services, Inc. for repair, and a trouble ticket is opened. It ends at the time that Consolidated Communications Enterprise Services, Inc. advises the Customer that its Service is available for use by the Customer and the trouble ticket is closed. The MTTR average is determined by the cumulative time of a Service Interruption in the measuring period divided by the total number of trouble tickets per customer for that period. In the absence of any other agreed period, the MTTR is measured each billing month.

d) This commitment also does not apply to any *force majeure* event that is beyond the reasonable control of Consolidated Communications Enterprise Services, Inc., or to services, equipment or facilities not provided by Consolidated Communications Enterprise Services, Inc.

e) Consolidated Communications Enterprise Services, Inc. will issue a credit allowance equaling 1/8 day of the base monthly recurring charge for bandwidth (excluding burstable bandwidth) for the affected line or circuit if it fails to meet this time to repair commitment, without regard to the actual MTTR.

C. GENERAL PROVISIONS OF THIS SLA

Credits under this SLA are not cumulative with respect to any Service or Interruption. Customer will get the highest SLA credit for the event that applies. No SLA credit can exceed the Customer's total base monthly recurring charge for the affected Service(s).

Credits are calculated against the actual net price to Customer, after deduction of all discounts and other special pricing arrangements. Credits are not applied to governmental fees, taxes, surcharges and similar additional charges defined as Taxes in the Agreement.

These credits are Customer's sole and exclusive remedy with respect to items covered in this SLA. Credits cover monthly recurring charges, and are not available to cover usage for either tiered or burstable bandwidth.

A credit will be made available on the bill for the period of the Interruption; provided, however, that if a credit cannot be made available in that time, it will be made available on the next succeeding bill or as promptly thereafter as it can be provided after the qualification for a credit and its amount are determined.

If Consolidated Communications Enterprise Services, Inc. does not meet one of the performance criteria detailed in this SLA for each of more than 3 consecutive months in any twelve (12) month period, Customer may terminate the Agreement with respect to the affected Service(s) without any early termination charge, but subject to payment for such Service(s) through termination.

As a condition of receiving any credits, Customer must cooperate with Consolidated Communications Enterprise Services, Inc. to address all reported Services issues and related problems.

Escalation Process

1.
Call Repair Center
At **1-800-494-8460** to report trouble.

Provide Consolidated
With a **Callback** Contact.

2.
Consolidated Communications
Internal Notification Process
Of key personnel will begin.

3.
Key personnel will notify you of
Resolution or Repair Status
Within 2 Hours.

If **NOT**
Satisfied with response
From Step 3,
Please **ESCALATE**
By calling:

Normal Working Hours (7a-9p PST)

1. **Neenu Atwal 916-786-1889***
NOC Customer Facing Supervisor

2. **Kurt Rankin 217-258-2983***
Director NOC

3. **Tom White 217-234-9962***
VP Engineering/NOC

*Office numbers will transfer to cell phones after hours.

After Normal Working Hours
(Holidays and Weekend)

Request notification or escalation to a Supervisor, Manager or Director

1. **Neenu Atwal - NOC CF Supervisor**
2. **Kurt Rankin – Director NOC**
3. **Eric Lightfoot – OSP Eng Mgr**

CITY OF ROSEVILLE

PROPOSED SERVICES 8-16-18

Prepared by: Rose Schultz, Consolidated Communications 916-786-4281

PROPOSED SERVICES: 5YR RATES	Quantity	Per Unit		Monthly	
SIP TRUNKS INCL:					
UNLIMITED LOCAL CALLING	46	$14.00		$644.00	
316 Vernon St, Roseville					
Junction St. Roseville	23	$14.00		$322.00	
Pleasant Grove, Roseville	23	$14.00		$322.00	
Internet 5/5mb to support TRUNKS; Vernon St., Junction St., & Pleasant Grove	3	INCLUDED		INCLUDED	
DID BANKS of 100#'s	20	$20.00		$400.00	
Virtual Routing #'s	17	$1.00		$17.00	
Measured bus lines (Unlimited Bus Lines—recommended) Measured Business lines are $26.35	18	Unlimited Local Calling $21.49		$386.82	
Centrex Lines (Includes: Feature Pkg III & 40 NATS)	218	$20.50 CTX Lines X QU. 218… $11.85 NATS X QU. 40…		$4,943.00	
Long Distance Calling Plan (35,000 mins. monthly)	1	$700.00		$700.00	
TOLL FREE NUMBERS	12		$4.99	$ 59.88	
MONTHLY TOTAL CHARGES:				**$6,931.00**	
		Zone 3 calls included at no charge with SIP			
		No LNP charges with SIP			
	218	LNP, Regulatory SURCHARGES $14.55/CTX line		$ 3,171.90	$2 LD, $3 Access, $9.2(
		TAXES		$ 554.48	ESTIMATE 8%
		GRAND TOTAL:		**$10,657.38**	

COUNCIL COMMUNICATION

CC #: 9559
File #: 0800-01

Title:	Corporation Yard Tenant Safety Improvements (RFQ 10-3183) - Service Agreement and Budget Adjustment
Contact:	Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

Meeting Date: 10/17/2018
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Recommend City Council approve a service agreement with Joe Anderson Construction for the materials and labor to complete the Corporation Yard Tenant Improvement project at the Corporation Yard administration building, adopt a resolution authorizing the City Manager to sign the service agreement; and authorize the Environmental Utilities (EU) Director or his designee to approve change order requests for this project up to 10% ($21,572) as a construction contingency, for a grand total of $237,292.

Additionally, recommend City Council adopt an ordinance approving a budget adjustment of $345,000 to transfer available resources in the EU Department's Water Operations Fund to the Water Front Counter Remodel CIP.

BACKGROUND

In order to accommodate current space needs, the EU Department needs to undertake a proposed tenant improvement at the City's Corporation Yard administration building that will renovate the front counter space, replace an underutilized meeting room by converting it into two walled offices, and add three additional cubicle spaces.

This proposed tenant improvement will provide a more functional and productive work environment by adding additional work spaces for staff.

A formal bid was issued with the following vendor responses:

Bidder	Lump Sum Total
Joe Anderson Construction Roseville, CA	**$215,720.00**
Bullard, Inc. Citrus Heights, CA	$238,335.00

FISCAL IMPACT

The cost of the agreement is $215,720. Authorized change orders on an as-needed basis up to 10% ($21,572), as a construction contingency, would bring the total contract amount to $237,292. Funding is from available resources in the EU Department's Water Operations Fund.

The additional project funding will be utilized for staff moving costs, temporary storage while under construction, cubicle material and construction, as well as additional contingency budget beyond the 10% construction contingency. Any remaining contingency left upon project completion will be returned to available resources in the Water Operations Fund which is funded by water utility revenue.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The proposed project involves the minor alteration of existing facility. This activity is categorically exempt from the California Environmental Quality Act (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,

Tiffany Valdez, Buyer

Dennis Kauffman, Finance Director

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-416

Service Agreement

Ordinance No. 6016

Budget Adjustment

RESOLUTION NO. 18-416

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND JOE ANDERSON CONSTRUCTION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (S1908213) for the corporation yard tenant improvement (RFQ 10-3183), between the City of Roseville and Joe Anderson Construction, 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 Environmental Utilities 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 ten percent (10%) of the contract price.

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

SERVICE AGREEMENT
No: **S1908213**

SERVICE LOCATION: CORPORATION YARD
2005 HILLTOP CIRCLE
ROSEVILLE, CA 95747

REQ. NO.: R1901797 DATE: 9/7/18

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

Contractor No.: V41843
Telephone No.: 916-997-2886 Fax:
Email address: INFO@JOEANDERSONCONSTRUCTION.COM
Contractor: JOE V. ANDERSON
JOE ANDERSON CONSTRUCTION
ATTN: JOE ANDERSON
1049 KENSINGTON DRIVE
ROSEVILLE, CA 95661

Department: PUBLIC WORKS-BUILDING MAINT.

Acct. Code: 91026-5100

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.	CHARLIE FRALICK

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
VENDOR SHALL DEMOLISH AND RENOVATE OFFICE SPACE AND COMPLETE AMERICANS WITH DISABILITY ACTS (ADA) IMPROVEMENTS IN ACCORDANCE WITH ALL SPECIFICATIONS, ATTACHMENTS, TERMS AND CONDITIONS PER RFQ 10-3183 ROSEVILLE CORPORATION YARD TENANT IMPROVEMENT (WHICH IS INCORPORATED HEREIN BY REFERENCE).

PLEASE CONTACT CHARLIE FRALICK AT 916-774-5706 FOR QUESTIONS REGARDING THIS AGREEMENT.

Total Cost of Service: $ **215,720.00**

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.: 00831247 Contractor License No.: 481202 DIR Registration No.: 1000024064

☒ **SOLE PROPRIETOR** ☐ **PARTNERSHIP** ☐ **CORPORATION**

CONTRACTOR: Joe Anderson Joe Anderson Owner

SIGNATURE PRINT NAME TITLE

CONTRACTOR: ____________________

SIGNATURE PRINT NAME TITLE

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

ORDINANCE NO. 6016

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 corporation yard tenant improvement, per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of $345,000.00.

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

CITY OF ROSEVILLE CALIFORNIA

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*: Sean Bigley

DEPARTMENT/DIVISION*: EU Water Administration

FISCAL YEAR/EFFECTIVE DATE*: FY19

PROPOSED COUNCIL DATE (if applicable): 10/17/2018

USE OF FUNDS*

AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
345,000	30001	6130	480	500029	30	Water Front Counter Remodel
$ 345,000	TOTAL					

SOURCE OF FUNDS*

AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
345,000			480			Available Resources
$ 345,000	TOTAL					

FINANCE USE	Approved:			
	9/24/18		9/24/18	
	BUDGET MANAGER/DESIGNEE	DATE	Finance Director:	Date

Justification for Budget Adjustment*:

To accommodate current space needs and ensure that the City Corporation Yard front lobby space is safe and secure for city staff, Environmental Utilities needs to undertake a proposed tenant improvement at the City's Corporation Yard. The proposed tenant improvement is funded through available resources in the Water Operations Fund.

Approved:		Approved:	
9-24-18			
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE

Revised 6/2016

COUNCIL COMMUNICATION

CC #: 9573
File #: 0203-07-02

Title:	Distribution Transformers (RFQ 10-3177) – Purchase Order
Contact:	Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 10/17/2018
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Recommend Council adopt resolutions to approve purchase orders with Mader Supply, LLC, Pacific Utilities (ABB), and General Pacific, Inc. as the lowest bids received in response to RFQ 10-3177.

The bid allowed for four optional renewal years at one-year intervals. Staff requests authorization to continue utilizing the remaining optional renewal years of the bid contract without further Council approvals, contingent upon budget approval each year, until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Electric Department has a recurring requirement for distribution transformers. The purpose of a transformer is to convert power to a lower voltage. New transformers are used for new development construction and replacement of aged and failed equipment for homes and businesses.

A formal bid was issued where vendors were asked to provide pricing for 33 different transformers. Roseville Electric is awarding to a primary and secondary vendor for each transformer type based on the City's needs at the time of order. Factors for consideration will be lead-time, cost, and vendor responsiveness.

See the attached bid summary sheet for the vendor responses.

Two bids that were submitted did not meet specs and were deemed non-responsive. Weg Transformers submitted a bid with the wrong primary voltage and Pacific Utilities who submitted a second bid on behalf of Power Partners, did not provide the required drawings with their bid submission.

FISCAL IMPACT

The estimated annual cost is $700,000.00, with the following estimations per vendor:

- Mader Supply, LLC $575,000.00
- Pacific Utilities $ 50,000.00
- General Pacific, Inc. $ 25,000.00

Funding for this years expenditures is included in the Electric Department Contribution in Aid of Construction (CIAC) Capitol Improvement Project (CIP) and 12kV Upgrade & Extension (CIP) FY2018-19 Budgets. Spending for future renewals will be contingent upon Council approval of budgets. Projected spending for the optional renewal years is as follows: FY2019-20, $700,000.00; FY2020-21, $700,000.00, FY2021-22, $700,000.00, FY2022-23, $700,000.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Babette Owens, Buyer

Dennis Kauffman, Finance Director

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-426

Resolution No. 18-427

Resolution No. 18-428

Bid Summary Sheet with Detailed Pricing Sheet

RESOLUTION NO. 18-426

APPROVING A PURCHASE ORDER FOR
DISTRIBUTION TRANSFORMERS

WHEREAS, a purchase order for distribution transformers, between the City of Roseville and Mader Supply, LLC has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is hereby approved and the City Manager or his or her designee is additionally authorized to execute four optional one-year renewals of the purchase order, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

____
MAYOR

ATTEST:

____
City Clerk

RESOLUTION NO. 18-427

APPROVING A PURCHASE ORDER FOR
DISTRIBUTION TRANSFORMERS

WHEREAS, a purchase order for distribution transformers, between the City of Roseville and Pacific Utilities has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is hereby approved and the City Manager or his or her designee is additionally authorized to execute four optional one-year renewals of the purchase order, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

____
MAYOR

ATTEST:

____
City Clerk

RESOLUTION NO. 18-428

APPROVING A PURCHASE ORDER FOR
DISTRIBUTION TRANSFORMERS

WHEREAS, a purchase order for distribution transformers, between the City of Roseville and General Pacific, Inc. has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is hereby approved and the City Manager or his or her designee is additionally authorized to execute four optional one-year renewals of the purchase order, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

____
MAYOR

ATTEST:

____
City Clerk

RFQ #10-3177

DATE: August 14, 2018

TIME: 3:05 PM

BID BOND REQUIRED: NO

BID SUMMARY SHEET

BID OPENING FOR:
Distribution Transformers

CITY OF ROSEVILLE CALIFORNIA

Bidders Name City, State	Pricing Worksheet, Attachment A
Weg Transformers USA LLC Washington, MO	✓
General Pacific, Inc. Fairview, OR	✓
Pacific Utilities Concord, CA	✓
Utility Power Solutions Benicia, CA	✓
Madder Supply, LLC North Highlands, CA	✓
Pacific Utilities Concord, CA	✓

Please Sign-In

Staff	Visitors (Name & Company)	Visitors (Name & Company)
[illegible] Adams	(MATT) [illegible]	Suzanne Mader - Mader Supply
[illegible] Owens	Daniel Sanchez Pacific Utilities	
	MIKE LUIS (ANIXTER)	
	Cathy Mader Mader Supply	

RFQ 10-3177
DISTRIBUTION TRANSFORMER AWARD SHEET

Primary		Secondary		Nonresponsive

Specification #11 -- Single Phase Pad-Mounted Transformers

			Weg Transformers	General Pacific (Ermco)	Pacific Utilities (ABB)	Anixter (EATON)	Mader Supply (Howard)	Pacific Utilities (Power Part.)
			8-10wk	14-16wk	14-18wk		10-12wk	6-7wk
1	25KVA, PAD, 1P, 240/120	2	No bid	3,774.78	4,578.14	1,465,484.20	3,856.96	No Bid
2	37-1/2, PAD, 1P, 240/120	1	No bid	4,581.99	5,305.07	943,172.26	4,662.90	No Bid
3	50KVA, PAD, 1P, 240/120	4	No bid	5,413.99	6,159.29	2,625,699.20	5,521.45	No Bid
4	75KVA, PAD, 1P, 240/120	10	No bid	7,194.70	7,737.00	3,924,329.80	6,938.23	No Bid
5	100KVA, PAD, 1P, 240/120	2	No bid	8,652.17	9,090.68	3,289,086.30	8,280.34	No Bid
6	167KVA, PAD, 1P, 240/120	1	No bid	12,468.81	13,281.55	7,430,917.20	12756.79*	No Bid

Specification #12 -- Three Phase Pad-Mounted Transformers

			Weg Transformers	General Pacific (Ermco)	Pacific Utilities (ABB)	Anixter (EATON)	Mader Supply (Howard)	Pacific Utilities (Power Part.)
7	45KVA, PAD, 3P, 208/120	1	11,463.27	15,091.28	11,051.41	1,925,394.10	9,195.81	No Bid
8	75KVA, PAD, 3P, 208/120	3	13,059.25	17,349.29	12,854.32	3,148,864.10	11,392.08	No Bid
9	75KVA, PAD, 3P, 480/277	2	13,291.92	17,247.34	13,053.36	3,199,941.90	11,121.15	No Bid
10	112KVA, PAD, 3P, 208/120	1	15,392.83	19,934.39	15,025.20	4,369,485.70	13,731.14	No Bid
11	150KVA, PAD, 3P, 208/120	3	17,242.35	21,962.42	17,510.07	5,391,806.40	16,685.88	No Bid
12	150KVA, PAD, 3P, 480/277	2	17,344.53	21,543.47	17,167.57	5,148,298.70	16,017.04	No Bid
13	225KVA, PAD, 3P, 208/120	2	21,571.13	26,014.91	22,260.72	7,619,230.90	20,083.85	No Bid
14	225KVA, PAD, 3P, 480/277	2	21,190.18	25,231.83	21,385.33	2,294,715.70	20,376.06	No Bid
15	300KVA, PAD, 3P, 208/120	2	25,613.29	30,294.01	26,328.91	9,603,733.60	25,157.67	No Bid
16	300KVA, PAD, 3P, 480/277	2	24,667.38	28,761.99	26,669.59	9,005,568.70	23,792.85	No Bid
17	500KVA, PAD, 3P, 208/120	2	36,848.70	40,487.43	39,493.82	14,938,118.00	34,514.60	No Bid
18	500KVA, PAD, 3P, 480/277	1	33,735.26	37,529.32	35,061.93	12,926,694.00	32,485.59	No Bid
19	750KVA, PAD, 3P, 208/120	1	51,202.84	55,046.48	54,432.14	30,074,516.00	48,093.22	No Bid
20	750KVA, PAD, 3P, 480/277	2	45,187.72	51,501.66	50,504.55	21,587,825.00	46,834.68	No Bid
21	1000KVA, PAD, 3P, 480/277	1	55,292.62	62,300.28	62,962.13	34,949,839.00	55,937.63	No Bid
22	1500KVA, PAD, 3P, 480/277	1	75,315.93	82,397.60	81,753.65	49,786,718.00	78,051.61	No Bid
23	2000KVA, PAD, 3P, 480/277	1	90,590.09	106,333.60	130,010.50	62,684,417.00	94,680.05	No Bid
24	2500KVA, PAD, 3P, 480/277	1	113,754.79	117,063.51	149,907.02	48,684,251.00	112,653.20	No Bid
25	1000KVA, PAD, 3P, 208/120	1	68,247.05	70,023.78	66,770.74	38,124,785.00	60,843.73	No Bid

Specification #13 -- Single Phase Pole-Mounted Transformers

			Weg Transformers	General Pacific (Ermco)	Pacific Utilities (ABB)	Anixter (EATON)	Mader Supply (Howard)	Pacific Utilities (Power Part.)
26	15KVA, POLE, 1P, 120/240	1	No Bid	1,966.95	No Bid	1,049,443.80	1,926.09	1,897.81
27	25KVA, POLE, 1P, 120/240	2	No Bid	2,675.92	No Bid	1,713,739.60	2,628.27	2,502.62
28	37-1/2, POLE, 1P, 120/240	4	No Bid	3,481.90	No Bid	2,227,720.90	3,441.09	3,185.49
29	50KVA, POLE, 1P, 120/240	2	No Bid	4,318.89	No Bid	2,738,755.00	4,186.75	3,701.71
30	75KVA, POLE, 1P, 120/240	2	No Bid	6,244.57	No Bid	2,279,208.20	5,994.15	5,256.93
31	75KVA, POLE, 1P, 240/480	1	No Bid	5,843.66	No Bid	1,576,265.20	5,970.04	5,214.93
32	100KVA, POLE, 1P, 120/240	1	No Bid	8,160.31	No Bid	5,003,577.10	7,891.29	7,588.29
33	167KVA, POLE, 1P, 120/240	1	No Bid	11,987.62	No Bid	2,443,929.80	16,886.62	11,353.36

NOTE:

Weg Transformers deemed nonresponsive due to wrong primary voltage.

Pacific Utilities (Power Partners) deemed nonresponsive for not providing required drawings.

COUNCIL COMMUNICATION

CC #: 9566
File #: 0203-07-01

Title: Dead-front Padmount Switchgear (RFQ 10-3184) – Purchase Orders
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 10/17/2018
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Recommend that the Council adopt a resolution to approve purchase orders to Anixter, Inc. as the only bid received in response to RFQ 10-3184. The estimated annual cost is $700,000.00. The estimated annual quantity to be purchased is 25 and is derived from historical data and knowledge of future requirements.

The bid allowed for four optional renewal years at one-year intervals. Staff requests authorization to continue utilizing the remaining optional renewal years of the bid contract without further Council approvals, pending approval of the budget each year, until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Electric Department has a recurring requirement for dead-front padmount switchgear. The switchgear increases reliability to City customers by sectionalizing underground power lines. Typically in the event of a power outage, the switchgear can be reconfigured to isolate the problem area and restore power to other customers. The Electric Department installs the switchgear for new development construction and replacement of aged and failed equipment.

A formal bid was issued where vendors were asked to provide pricing for nine different switchgear. Only one vendor, Anixter, Inc. responded.

FISCAL IMPACT

The estimated annual cost is $700,000.00. Funding is included in the Electric Department Contribution in Aid of Construction (CIAC) Capitol Improvement Project (CIP) and 12kV Upgrade & Extension (CIP) FY2018-19 Budgets. Projected spending for the optional renewal years is as follows: FY2019-20, $700,000.00; FY2020-21, $700,000.00, FY2021-22, $700,000.00, FY2022-23, $700,000.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Babette Owens, Buyer

Dennis Kauffman, Finance Director

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-418

RESOLUTION NO. 18-418

APPROVING A PURCHASE ORDER FOR
DEAD-FRONT PADMOUNT SWITCHGEAR

WHEREAS, a purchase order for dead-front padmount switchgear, between the City of Roseville and Anixter, Inc., has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is hereby approved and the City Manager or his or her designee is additionally authorized to execute four optional one-year renewals of the purchase order, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

____
MAYOR

ATTEST:

____
City Clerk

COUNCIL COMMUNICATION

CC #: 9572
File #: 0203-12

Title:	Fire Safety and Fire Related Supplies - Blanket Purchase Orders
Contact:	Katrina Rostam 916-774-5848 krostam@roseville.ca.us

Meeting Date: 10/17/2018
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends Council approval of the award of blanket purchase orders to L.N. Curtis and Sons for fire safety and fire related supplies / equipment, utilizing the Public Procurement Authority Bid Number RFP-00000170. The estimated total for the blanket purchase orders will be $200,000.00 during the remaining initial term (10/17/18 - 06/19/20) of the contract.

BACKGROUND

The Fire Department has an annual requirement for various firefighting, rescue and hazmat supplies, as well as safety gear, for all incident responses. These supplies are used for various areas of the incident response to protect the life and safety of operational personnel, as well as the public. Open orders will be established for the vendor for each primary category, i.e. hazmat, rescue, safety gear and equipment, etc. as well as general use.

The City will be utilizing the Public Procurement Authority Bid Number RFP-00000170 as a member of the National Purchasing Partners (NPP). This was a competitively bid contract with an initial three year contract period and three optional one year renewals.

FISCAL IMPACT

The total estimated cost for Fire Department supplies will be $200,000.00 for the remaining initial term (10/17/18 - 06/19/20) of the contract. Funding is included in the Fire Department Operations, Support Services and Training budgets for FY2018-19 and upcoming budgets. The funds will be encumbered one year at a time pending Council approval of the budget for each year.

ECONOMIC DEVELOPMENT / JOBS CREATED

N/A

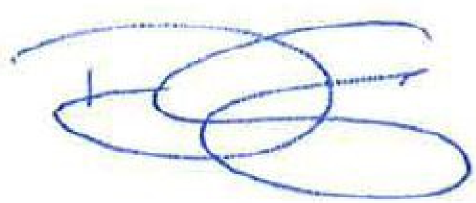
ENVIRONMENTAL REVIEW

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 purchase of fire equipment supplies does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Katrina Rostam, Administrative Analyst

Rick Bartee, Fire Chief



____
Dominick Casey, City Manager

ATTACHMENTS:

Description

COUNCIL COMMUNICATION

CC #: 9560
File #: 0203-12

Title:	Fire Department Equipment - Blanket Purchase Order
Contact:	Katrina Rostam 916-774-5843 krostam@roseville.ca.us

Meeting Date: 10/17/2018
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends Council approval of the award of blanket purchase orders to Municipal Emergency Services, Inc./Lawmen Supply Company for fire safety and fire related supplies/equipment utilizing Public Procurement Authority Contract Number 000000168. The estimated total for blanket purchase orders will be $200,000.00 during the remaining initial term (10/17/18 - 05/28/20) of the contract.

BACKGROUND

The Fire Department has an annual requirement for various firefighting, rescue and hazmat supplies as well as safety gear for all incident responses. These supplies are used for various areas of incident response to protect the life and safety of operational personnel, as well as the public. Open orders will be established for the vendor for each primary category, i.e. hazmat, rescue, safety gear and equipment, etc., as well as general use.

The City will be utilizing the Public Procurement Authority Contract Number 00000168, as a member of the National Purchasing Partners (NPP). This was a competitively bid contract with an initial three year contract period and three optional one year renewals.

FISCAL IMPACT

The total estimated cost for Fire Department supplies will be $200,000.00 for the remaining initial term (10/17/18 - 05/28/20) of the contract. Funding is included in the Fire Department Operations, Support Service and Training budgets for FY2018/19 and upcoming budgets. The funds will be encumbered one year at a time pending Council approval of budget for each year.

ECONOMIC DEVELOPMENT / JOBS CREATED

N/A

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 purchase of fire equipment items does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Katrina Rostam, Administrative Analyst

Rick Bartee, Fire Chief

Dominick Casey, City Manager

ATTACHMENTS:

Description

COUNCIL COMMUNICATION

CC #: 9557
File #: 0704 & 0705

Title:	After School Education and Safety Program
Contact:	Rob Nakamura 916-774-5135 rnakamura@roseville.ca.us

Meeting Date: 10/17/2018
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Recommend City Council approve the Memorandum of Understanding (MOU) between the City of Roseville and the Roseville City School District (RCSD) to operate the After School Education and Safety program (ASES) and adopt a resolution authorizing the City Manager to execute the agreement.

BACKGROUND

In 2006, the Roseville City School District received grant funding from the California Department of Education to provide the ASES program at two elementary school campuses, Cirby and Woodbridge. In response to a request from the Roseville City School District, the City of Roseville Parks, Recreation & Libraries Department has collaborated with the School District to implement the after school program. The ASES program provides after school homework assistance and enrichment opportunities for up to 120 students at Cirby and 100 students at Woodbridge Elementary Schools at no cost to participating families.

While the City's current Adventure Club program continues to be successful at all 18 school sites in Roseville, the ASES program funding enables participation for an underserved population of students during after school hours. The fee-based Adventure Club program is offered at both campuses or nearby school sites for before school hours, non-school days, and vacation breaks.

Since 2006, the ASES program has provided significant community benefits that support the continued partnership and collaboration between the City and the Roseville City School District.

FISCAL IMPACT

The total state funding awarded to the RCSD is $240,000.00. The RCSD reimburses the City of Roseville $235,700.00 of those funds to offset City expense to operate the program. The difference is allocated for RCSD administrative and maintenance expense. The City's reimbursement offsets approximately 60% of the total budget to provide the programs at both locations. There is no General Fund impact as the balance is funded within the Youth

Development Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

The ASES after school program provides for up to twenty (20) part time jobs with the Parks, Recreation & Libraries Department including Day Care Teacher, Day Care Aide and Class Instructor. Additionally, one of the outcomes of this program provides for reliable child care, at no cost, supporting working families in two City of Roseville core neighborhoods.

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 After School Education and Safety Program (ASES) does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Rob Nakamura, Recreation Superintendent

Dion Louthan, Director, Parks, Recreation & Libraries Director

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-414

ASES MOU 2018-19

RESOLUTION NO. 18-414

APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE CITY SCHOOL DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Memorandum of Understanding for the After School Education and Safety (ASES) Program, between the City of Roseville and Roseville City School District, 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 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

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF ROSEVILLE AND

THE ROSEVILLE CITY SCHOOL DISTRICT REGARDING

THE AFTER SCHOOL EDUCATION AND SAFETY PROGRAM

THIS AGREEMENT is made and entered into this ___ day of ________________, 2018, by and between the City of Roseville, a municipal corporation ("CITY"), and the Roseville City School District, an elementary school district ("DISTRICT").

W I T N E S S E T H:

WHEREAS, DISTRICT obtained a grant from the California Department of Education for low income after school programming; and

WHEREAS, DISTRICT desires to offer an after school tutoring and enrichment program at the school sites of Cirby Elementary and Woodbridge Elementary, known as the After School Education and Safety (ASES) Program; and

WHEREAS, CITY currently operates after school daycare at these two school sites; and

WHEREAS, the parties desire to jointly administer the ASES Program at Cirby Elementary and Woodbridge Elementary using the grant funding.

NOW, THEREFORE, the parties agree as follows:

1. CITY Responsibilities. CITY shall:

a. Provide school tutoring and enrichment program for up to 120 students at

Cirby Elementary and for up to 100 students at Woodbridge Elementary.

b. Provide a program coordinator, up to ten (10) recreation specialists and two (2) enrichment instructors at Cirby Elementary.

c. Provide a program coordinator, up to eight (8) recreation specialists and two (2) enrichment instructors at Woodbridge Elementary.

d. Provide training for staff members as appropriate.

e. Conduct background checks, fingerprinting and medical screenings of all staff as required by the California Education Code.

f. Provide supplies for use in the enrichment component of the ASES Program. The costs of these supplies will be included in the invoices from the CITY.

g. Submit invoices to the DISTRICT for CITY incurred ASES program costs, such as resources and supplies, four times a year, no later than October 30, December 31, March 31 and June 30. Provided, however, that the amount of the invoices cannot exceed the amount of grant funding received by the DISTRICT each year. In no event shall compensation to CITY exceed two hundred thirty five thousand, seven hundred dollars ($235,700.00) for services provided by CITY pursuant to this agreement.

h. Be responsible for custodial services and utilities for any CITY facilities used for the ASES Program.

2. DISTRICT Responsibilities. DISTRICT shall:

a. Provide facilities at the school sites for the purpose of the ASES Program. DISTRICT will make every effort to provide facilities or classrooms which are dedicated to the ASES Program, but the ASES Program may be held in classrooms or facilities which are used during the regular school day.

b. Provide curriculum for use in the tutoring component of the ASES Program.

c. Be responsible for custodial services and utilities for any DISTRICT facilities used for the ASES Program.

d. Be responsible for ASES grant administration, including all reporting and evaluations.

e. Provide the daily snack for the students in the ASES Program that meets healthy snack standards as required.

f. Assist with the recruitment of students into the ASES program.

g. Act as the fiscal agent for the grant monies, and pay outstanding invoices for the ASES Program to CITY within thirty (30) days after receipt.

h. Assist with parent communication regarding student behavior and attendance.

3. Term. The term of this Agreement shall begin on August 9, 2018 and terminate on July 31, 2019. The parties understand that this Agreement shall be contingent upon continued funds being granted by the California Department of Education for the ASES Program and that failure by the DISTRICT to obtain such grant funding will result in this Agreement being terminated.

4. Bi-Annual Review. In January of 2019 and June of 2019, the parties will meet to evaluate the terms of this Agreement and to discuss potential revisions.

5. Indemnification. Each party shall defend, indemnify, and hold the other party (and its respective officers, agents and employees, while acting as such) harmless from liability the other party, its officers, agents, and employees of from all claims, damages, costs, liabilities, or

expenses which any of them shall become obligated to pay by reason of liability imposed by law because of injury to or death of persons or damage to property caused or resulting from or arising out of the party'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 the other party's sole or active negligence. The parties intend that this provision shall be broadly construed.

6. Insurance. Both parties agree to maintain in full force and effect, at a minimum, the following policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
Workers Compensation	Statutory
Commercial General Liability	Bodily Injury: $1,000,000 each occurrence $2,000,000 aggregate Property Damage: $1,000,000 each occurrence Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate

Both parties shall name the other party as an additional named insured on such insurance policy. Both parties shall provide the other party with proof of insurance coverage, or evidence of self-insurance, prior to commencement of any services under this Agreement.

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

8. Assignment. Neither party shall assign or transfer any interest in this Agreement nor the performance of obligations hereunder without the prior written consent of the other and any attempt to so assign this Agreement or any rights, duties, or obligations arising hereunder shall, at the option of the non-assigning party, be void and of no effect.

9. Independent Contractor. CITY and DISTRICT shall, in the performance of their respective obligations under this Agreement, act as independent contractors and shall not be officers, agents, or employees of the other.

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

11. Termination of Agreement. Either party may terminate this Agreement at any time upon giving ninety (90) days advance written notice to the other party; provided, however, that once an ASES Program session has started, this Agreement cannot be terminated and must continue through the end of that program session.

12. 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.

13. 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	DISTRICT
Robert Nakamura	Amy Banks
Recreation Superintendent	Director of Educational Services
316 Vernon Street, #400	1050 Main Street
Roseville, CA 95678	Roseville, CA 95678

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

14. Modification. This Agreement and each provision contained herein may be

waived, amended, supplemented, or eliminated only by mutual written agreement of the parties.

15. 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 ____________, 2018, and DISTRICT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: ______________________________
DOMINICK CASEY
City Manager

ATTEST:

BY: ______________________________
SONIA OROZCO
City Clerk

ROSEVILLE CITY SCHOOL DISTRICT,
an elementary school district

BY: ______________________________ 9/10/18
DERK GARCIA
Superintendent, Roseville City School

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: ________________________________
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: ________________________________
DION LOUTHAN
Parks, Recreation and Libraries Director

COUNCIL COMMUNICATION

CC #: 9570
File #: 0800-03

Title:	Updates to Energy Risk Management Policies
Contact:	Petra Wallace 916-774-5510 pwallace@roseville.ca.us

Meeting Date: 10/17/2018
Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt resolutions to approve two updated Energy Risk Management Policies and reaffirm two existing Energy Risk Management Policies for Roseville Electric Utility. There is no fiscal impact associated with these policy changes.

BACKGROUND

Energy markets can be highly volatile and if unmanaged can result in significant monetary risk to the City of Roseville. In 2005, the City adopted a comprehensive set of Energy Risk Management Policies to manage the inherent risks associated with operating an electric utility. The policies are reviewed and updated on a regular basis to incorporate changes in the operating environment and periodic independent audits. Staff, the Risk Management Committee, and the Risk Oversight Committee have reviewed the following policy changes and recommend Council approval:

• Electric Utility Risk Management Policy: This is the overarching risk management governance document. It specifies the goals and objectives of the policies and the roles and responsibilities in the risk governance structure. *The policy update reflects organizational changes within the electric utility. The new organizational structure combines the Energy Risk Group and the Electric Compliance Group, creating a Risk and Compliance Group. The updated policy:*

- *Clarifies the responsibilities of the Electric Risk and Compliance Supervisor and*
- *Adds some compliance oversight to the responsibilities of the Risk Management Committee and Risk Oversight Committee*

• Energy Credit Risk Policy: This policy defines how credit limits are set and managed. *No changes to the policy.*

• Energy Trading Authority Policy: This policy sets the types of energy transactions that can be entered into and the levels of authorization the City Manager has for long term hedging and the Power Management Services Agent has for within-the-month operational trading. Re*gulatory changes added new environmental products to the market, such as Low Carbon Fuel Standard credits. The policy update broadens the definition of "Environmental Compliance*

Instruments" to include those new products.

• Energy Hedge Policy: This policy defines the Roseville Electric's hedging goals and risk tolerance.
No changes to the policy.

FISCAL IMPACT

There is no fiscal impact associated with these policy changes.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

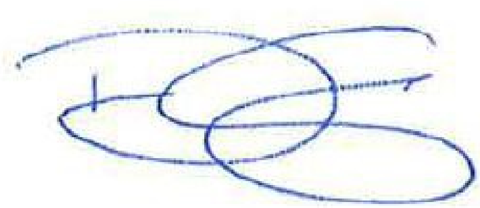
ENVIRONMENTAL REVIEW

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)). Updating internal policies does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Petra Wallace, Electric Risk and Compliance Supervisor

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-421

Electric Utility Risk Management Policy

Resolution No. 422

Energy Credit Risk Policy

Resolution No. 18-423

Energy Trading Authority Policy

RESOLUTION NO. 18-421

ADOPTING THE UPDATED ELECTRIC UTILITY RISK MANAGEMENT POLICY

WHEREAS, in 2005, the City adopted a comprehensive set of energy risk management policies to manage the inherent risks associated with operating an electric utility; and

WHEREAS, the policies are reviewed and updated on a regular basis to incorporate changes in the operating environment and periodic independent audits; and

WHEREAS, the City Council has reviewed the proposed updates to the Electric Utility Risk Management Policy, a copy of which is on file with the City Clerk,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City of Roseville Electric Utility Risk Management Policy 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

ELECTRIC UTILITY RISK MANAGEMENT POLICY

~~2/17/2016~~5/29/2018

1. Policy Purpose

The purpose of this document is to formalize the policies of the City of Roseville (City) regarding managing the risks inherent to operating its electric utility. Accordingly, this policy will set forth the City's:

- risk management objectives,
- risk governance structure and responsibilities, and
- scope of business activities governed by this policy, and the list of associated electric utility risk management policy guidelines and policy documents.

The City intends that risk management will support the advancement of its strategic business plan and will properly manage its business and financial risks through:

- prudent oversight,
- adequate mitigation of risks consistent with the City's risk tolerance, and
- sufficient internal controls and procedures.

Managing the energy risks of the City's business entails the coordination of resources and activities among multiple business units within the City.

2. Risk Management Objectives

The City is committed to provide competitively priced reliable power to its customers. Managing the City's risk is consistent with that mission, and serves the following objectives:

- to maintain risk within desired tolerances for a defined period in the future,
- to participate in the energy markets primarily for hedging purposes, while still allowing the City to take advantage of market opportunities within strict policy limits,
- to mitigate the effect of price volatility to its customers,
- to maintain stable cash flows,
- to enhance the value of the City's assets/resources
- to leverage opportunities to increase the value of the City to its customers, and
- to effectively communicate the City's activities to manage risk on behalf of its customers and to develop a risk management culture.

3. Risk Governance Structure and Responsibilities

Risk governance will follow a top-down approach whereby the City Council identifies the City's risk management objectives with oversight carried out by a Risk Oversight Committee. Supporting controls, policies, and procedures, will be implemented and aligned throughout the risk governance structure, with distinct roles and responsibilities that result in an enhanced risk control environment. Governance and controls include the organizational structure, policies, and procedures that support the City's business models, risk tolerances, electric utility objectives, and segregate responsibilities appropriately.

a. City Council –Risk Management Responsibilities and Duties

- Have a basic understanding of utility risk management.
- Through approving the City's electric utility risk management policies, establish the City's objectives with regard to risk management. Those objectives should be consistent with the Council's risk tolerance, time horizon, and benchmarking goals.
- Approve no less than every two years a resolution affirming or amending the City's utility risk management policies. Amendments should be reflective of changes in the City's electric utility operating environment or changes in Council's goals and objectives for risk management.
- Through the Energy Trading Authority Policy, establish the City Manager's authority limits to conduct market transactions.
- Through the Energy Trading Authority Policy, may authorize an agent to manage portfolio risks in real time, up to two months, according to the City's risk management objectives
- Through the Energy Trading Authority Policy, approve participation in specific commodity markets and derivative instruments.
- Through the Energy Credit Risk Policy, establish the process by which counterparty credit limits are set, and how those limits are monitored.
- Through approval of Master Agreements with counterparties, establish credit limits and terms with individual counterparties.
- Through the Energy Hedge Policy, establish requirements for hedging utility risk, and the financial boundaries within which the risk management program must operate.
- Receive regular reports from the Risk Oversight Committee as to the compliance status of the City's risk management policies, and any suggestions for improvement in policies or procedures.
- From time to time, direct staff to engage an independent audit (internal and/or external) of risk control processes and procedures.
- Approves any activity not otherwise delegated in this or related policy documents (Part 5).

b. Risk Oversight Committee (ROC) – Responsibilities and Duties

The ROC is established by the City Council as a forum for discussion of the City's risk and financial health prior to City Council discussions or approvals. The Risk Oversight Committee functions as an additional oversight in the City risk governance, allowing the ROC to review and recommend items for City Council approval. The ROC is chaired by the Electric Risk and Compliance Supervisor ~~Management Administrator~~ as a non-voting member and membership includes nine voting members:

1. Two City Council Member(s)
2. Two Roseville Public Utilities Commission Member(s)
3. The City Manager
4. The Assistant City Manager
5. The Chief Financial Officer
6. The City Attorney
7. The Electric Utility Director

Other non-voting attendees may attend the ROC.

The responsibilities and duties of the ROC include:

- Oversee the City's electric risk management activities ~~of the City~~ on behalf of the City Council.
- Establish scope and frequency for management reporting to the Council.
- Regularly review reports detailing risk exposures and compliance with risk management policies and procedures from the City's internal risk management group and
- ~~function~~ the Power Management Services provider ~~and independent risk management function (Power Management Services provider) detailing risk exposures and compliance with risk management policies and procedures.~~
- Discuss the City's major financial risk exposures and the steps management has taken to monitor and control such exposures.
- Recommend to the Council electric utility risk management policy changes.
- Review and recommend any new commodity products, locations, or markets.
- Approve management staff individuals to serve as members of an internal Risk Management Committee.
- Review Risk Management Policy violations referred to it by the Risk Management Committee or the City Attorney to develop remediation procedures and/or initiate disciplinary action.
- Review compliance violations with NERC, WECC, and other regulatory agencies on a regular basis.

ROC meetings are covered by the Brown Act, and subject to the Brown Act rules.

c. City Manager – Risk Management Responsibilities and Duties

- Recommend staff management individuals to serve as members of an internal Risk Management Committee.
- Has authority to transact within the limits set by the City Council in the City of Roseville Trading Authority Policy
- Approve proper organization, separation, or consolidation of functional activities.
- Approve the level at which authority to conduct market transactions reside (from City Manager down to transaction execution personnel).
- Assure prudent administrative procedures are established for trade execution, contract controls, credit controls, trading controls, portfolio risk measurement, settlement controls, regulatory compliance, and other risk management activities.

d. Internal Risk Management Committee (RMC) – Responsibilities and Duties

The RMC is established by the City Manager as a forum for discussion of the City's risk at the staff level; this includes implementation and monitoring of compliance with the City's risk policy. The RMC executes its risk management responsibilities through a "watch dog" mechanism. While the RMC generally has no authority to act within its structure, it is required to inform appropriate functional authorities (e.g. Electric Utility Director, City Manager) regarding policy and procedure exceptions. Membership shall be comprised of the following individuals:

~~1. One or two delegates for the City Manager~~

~~2.~~1. One ~~or two~~ delegate~~s~~ ~~for~~ from the Finance Department
~~3.~~2. One ~~or two~~ delegate~~s~~ from~~for~~ the City Attorney's office
3. ~~One or two~~Three Assistant Electric Utility Directors
4. The Electric Utility Director

The Electric Risk ~~Management Administrator~~and Compliance Supervisor shall participate as a non-voting member of the meetings and serve as RMC Chairperson. Non-voting participants with various segregated risk management responsibilities shall participate in the meetings as determined by the committee members.

The responsibilities of the RMC include:

- Monitor risk management objectives, risk tolerances guidelines, and authority limits employed throughout the electric utility.
- Receive reports by the internal risk management function and independent risk management function on the City's compliance with its electric utility risk management policies.
- Recommend to the City Manager the proper organizational structure, separation or consolidation of functional risk management activities.
- Review proposed risk management strategies for strategic fit, risk exposure monitoring, and reporting and control requirements. The RMC monitors approved strategies for consistency with the City's approved business interests, risk management objectives, approved risk tolerance guidelines, and compliance with the electric utility risk management policies.
- Periodically review the City's risk management program (a detailed review at least once every two years) in light of changes in business practices, improved processes, the City's philosophy and strategy, or market changes; and recommend changes to ensure continued compliance with its established guidelines.
- Hold formal RMC meetings at least quarterly. Standing agenda items should include, but not be limited to, current market strategy, review of current price exposure position (per the Portfolio Model), review current exposure to transactions, control requirements/ enhancements, review of counterparty credit exposure, and trading authority violations.
- As necessary, escalate policy violations to the Risk Oversight Committee for further review.
- Review the infrastructure supporting risk management and ensures that it meets the requirements for risk oversight and compliance.

e. Internal Electric Risk ~~Management Administrator~~and Compliance Supervisor – Responsibilities and Duties

The Electric Risk ~~Management Administrator~~and Compliance Supervisor, is organizationally independent of functions whose activities initiate or directly participate in the commercial wholesale energy trading. Functional independence will be achieved by utilizing Agent and City staff deliverables through the RMC, specifically, the deal capture system, independent scheduling and dispatch, and the monthly portfolio plan.
Business units or support functions will be required to provide this function with reports or information required for risk assessment and analysis on a regular or periodic basis. The Electric Risk ~~Administrator~~ and Compliance Supervisor may delegate responsibilities

below when these delegations maintain organizational independence. The Electric Risk and Compliance Supervisor ~~Management Administrator~~ oversees the Roseville internal risk management functions. The responsibilities of the Electric Risk and Compliance Supervisor ~~Management Administrator~~ include:

- Organize and conduct the RMC and ROC meetings.
- Ensure appropriate individuals are engaged in risk management discussions.
- Review the administration of risk management processes and procedures.
- Review, at least annually, the City's Risk Policies to ensure strategies, trading activity, risk tolerances and proposed changes are aligned.
- Engage the RMC and/or ROC in discussions regarding events or developments that could expose the City to potential losses.
- Develop, recommend, and administer risk management processes and procedures.
- Provide input on tools to assist in risk management.
- Review risk management activities, risk controls, and recommend modifications of controls to meet changing business needs.
- Review adequacy and accuracy of reports, and report any deficiencies to the RMC. Recommend actions to address deficiencies.
- Assess risks to the City in aggregate, by business unit, and by material business activities.
- Perform periodic internal audits of risk control processes and procedures to ensure that the City complies with its electric utility risk management policies.
- Report any violation of The City's risk policies.
- Review and approve changes to the risk management procedures, as appropriate, except those that require higher authority (Ex. City Manager) approval.
- Report regularly to the RMC, at a minimum, but not limited to:
  - Portfolio Model risk measure
  - Policy and procedural violations
  - Credit and contract risk exposures
  - Other key performance indicators that support effective energy risk management.
- Report to the RMC and ROC on the City's compliance with its electric utility risk management policies and risk management in accordance with the risk policies.
- Review and evaluate proposed activities and transactions to be executed by the City, and ensure adequate analysis (risk-reward) has been performed with proper assessment and management of any such risk consistent with risk management objectives and Council approved risk tolerance guidelines, and compliance with risk management policies, including the financial, legal, credit, and operational impact.
- Maintaining the City Risk Policies, ensuring the Risk Policies are current to the business and recommending needed changes to the RMC and ROC.

f. Power Management Services Agent (Agent) – Roles and Responsibilities

The City may select an Agent to obtain selected energy risk management and transaction execution services (Otherwise these services devolve to the City). The Power Management Services Agent Middle Office reports to the Electric Risk and Compliance Supervisor~~Management Administrator~~. In accordance with the agreements between The City and its Agent, its Agent is authorized to and shall:

- Periodically provide the City with a controls audit report from an independent auditor.
- Perform short term load forecasting, dispatch optimization and execute energy transactions on behalf of the City in accordance with established delegations of authority and compliance requirements set forth by the City Council and/or City Manager.
- Administer counterparty contracts and manage credit in compliance with the City of Roseville Energy Credit Risk Policy.
- Provide the City with daily reports on individual transaction details, commodity positions, and counterparty credit positions for transactions executed by the Agent.
- Provide the City with periodic risk profile reports addressing the City's energy risk and compliance with its Energy Hedge Policy. Recommend hedging strategies within the time horizon specified by the City for assessment.
- Capture the City's transactions in its risk management systems.
- Monitor compliance of transactions with the City of Roseville Energy Trading Authority policy.
- Confirm transactions with the City's counterparties.
- Mark to Market forward trades for credit exposure purposes.
- Provide information to the City for the purpose of billing settlements and development of mid to long term hedging strategies.
- Prepare a monthly report to the City's Electric Risk and Compliance Supervisor~~Management Administrator~~ detailing compliance with the City's Risk Policies, suitable for delivery to the RMC and ROC.
- Prepare a monthly policy violations report for the City's Electric Risk and Compliance Supervisor~~Management Administrator~~ and City Attorney.

4. Scope of Business Activities Governed by this Policy

This policy is designed to be broad enough in scope to cover all risks inherent in operating a City owned electric utility. Much of the focus is on power supply cost and retail revenue risk; however, that focus is not to the exclusion of other risks that may materially affect City operations and its ability to provide competitively priced reliable power to its customers.

Roseville is subjected to risk inherent in the business environment in which it operates. Exposure to risks inherent in the energy markets could result in a multitude of diverse positive or negative consequences for Roseville. Commodity P~~p~~rice ~~r~~Risk, Volumetric risk, Operational Risk, Counterparty Risk and Regulatory and Environmental Risk are among the most critical and identifiable of the risks relevant to Roseville, as they pertain to the scope of this Policy.

Energy Risk Categories and Mitigations:

1. *Commodity Price Risk*: Roseville is exposed to risks from volatile natural gas and power market prices. These risks are mitigated by fixed price energy procurement requirements in the Energy Hedge Policy and the trading controls put in place by the Trading Authority Policy.

2. *Volumetric Risk*: This is the risk of mismatch between load (demand) and resources (supply). This risk is especially important for load serving entities, like Roseville, and can result in either insufficient supply or exposure to volatile spot market prices. The price risk is mitigated by the Energy Hedge Policy which does not allow the City to be greatly over- or undersupplied. The risk of insufficient supply is also mitigated by capacity procurement practices which build in a reserve margin for extreme conditions.

3. *Operational Risk*: This is the risk of loss from inadequate or failed internal processes, equipment, people and systems. These risks are mitigated through the development of risk management policies and procedures, prudent oversight and sufficient internal controls and procedures.

4. *Counterparty Risk*: Counterparties sometimes fail to perform as contracts state due to defaults and bankruptcies. This risk is mitigated by the credit management practices in the Credit Risk Policy.

5. *Regulatory and Environmental Risk*: Changes in regulatory or legislative mandates may require the City to take actions that increase costs. Examples include the Renewable Portfolio Standard (RPS) and Green House Gas (GHG) programs. RPS and GHG risks are addressed by Roseville's GHG Cap and Trade Program and RPS Procurement Plan and Enforcement Plan. Other regulatory risks are addressed in a similar fashion as they arise.

5. Associated Guidelines, Controls, Policies and Procedures

Supporting policies and procedures are required as outlined below. Responsibility for their approval and modification requires the approval of the Council unless otherwise stated. Oversight and compliance shall be consistent with the governance section of this policy. Items not clearly defined in this policy require the approval of the Council, unless otherwise stated.

City of Roseville Energy Credit Risk Policy
City of Roseville Energy Trading Authority Policy
City of Roseville Energy Hedge Policy
Resolution 06-02 retaining ACES for power management services
Resolution 06-286 declaring ACES as agent for the purposes of risk policies
"ACES" – Alliance for Cooperative Energy Services Power Marketing

RESOLUTION NO. 18-422

REAFFIRMING THE ENERGY CREDIT RISK POLICY

WHEREAS, in 2005, the City adopted a comprehensive set of energy risk management policies to manage the inherent risks associated with operating an electric utility; and

WHEREAS, although there are no changes at this time, this policy needs to be reaffirmed every two years; and

WHEREAS, the City Council has reviewed the Energy Credit Risk Policy, a copy of which is on file with the City Clerk,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City of Roseville Energy Credit Risk Policy is hereby reaffirmed.

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

ENERGY CREDIT RISK POLICY
2/17/2016

1. Policy Overview

Managing credit exposure is an important component in overall risk management. Credit risk is defined as the potential loss the City of Roseville ("City") could incur as a result of non-payment or non-performance by a counterparty. The amount of credit risk in a trading portfolio can be measured, monitored and mitigated in order to maintain the level of credit risk authorized by the City. Forms of credit risk are:

> Payment Risk which is the cost exposure to the value of accounts receivable and accrued receivables (delivered but not invoiced).
>
> Performance (mark to market) Risk which is the cost exposure of replacing the contractual obligations of open contracts in the relevant market place.

As part of risk management, credit risk management is a control and oversight activity. It must remain independent from the trading activity, but work closely with the business to ensure that credit policies are implemented and maintained.

The objective of credit risk management is to preserve the capital and liquidity of the City by establishing procedures that define the determinants for granting open lines of credit and managing counterparty credit exposure. The intent of this policy is to reduce counterparty default risk to its lowest acceptable level.

2. Extension of Credit to Counterparties

The credit analysis of each counterparty is to be performed by the Credit Department of Power Management Services Agent ("Agent") and submitted with recommendations regarding credit limits to the Electric Risk Management Administrator for approval. The point of contact for the City is the Electric Risk Management Administrator.

The City will manage its counterparty credit risk primarily through diversification, execution with qualified counterparties, the use of standardized trading contracts (EEI, WSPP, NAESB, ISDA), credit and collateral agreements and strict adherence to credit limits. The City will attempt to diversify its portfolio by entering into transactions with numerous counterparties. The City will maintain an approved counterparty list.

In negotiating agreements and ongoing contractual terms with counterparties, the Agent as well as the City shall strive to include prudent industry practice credit provisions. These shall include, but are not limited to, explicit netting agreements and provisions granting the Agent the right to call for and receive collateral in the event the counterparty exceeds its approved collateral threshold or suffers a material adverse credit event.

The creditworthiness of each counterparty must be determined through a fundamental analysis of the counterparty's financial and operational condition. The credit analysis incorporates two basic components, a business profile (qualitative analysis) and a financial profile (quantitative analysis). A credit limit and a term limit are established as a result of this due diligence process.

3. Credit Analysis - Determination of the Amount of an Unsecured Credit Limit

Counterparties may qualify for the extension of an unsecured credit limit from the City by providing audited financial statements that indicate sufficient financial strength to allow for the extension of an unsecured credit limit and at least one of the following:

1. a.) An issuer rating or a long term unsecured debt rating of at least BB- from Standard & Poor's or Ba3 from Moody's for transactions up to one week forward.

   b.) An issuer rating or a long term unsecured debt rating of at least BBB- from Standard & Poor's or Baa3 from Moody's for transactions beyond one week forward.

   c.) In the event that the counterparty does not have a debt rating, the Agent may use their Proprietary Credit Scoring Model to determine an internal rating. An internal rating of at least BB- is required for transactions up to one week forward. An internal rating of at least BBB- is required for transactions beyond one week forward.

   d.) At any time, and regardless of credit ratings, the City Council may authorize transactions with counterparties determined to be beneficial to The City.

2. Trade and banking references that indicate the company has sufficient history and adequate credit facilities to allow for the issuance of an unsecured credit limit.

The Agent will use the unsecured ratings of Standard & Poor's or Moody's when available. For unrated counterparties two internal Credit Scoring Models should be utilized.

- One credit scoring model is designed for public counterparties. This includes generation and transmission cooperatives, distribution cooperatives, municipalities, government agencies, public power agencies, and other not-for-profit counterparties.

- The second credit scoring model is used for assigning a rating to non-public counterparties or for profit counterparties.

The purpose of two separate credit scoring models is to provide recognition of two distinct business models and the drivers that meaningfully distinguish and measure the financial and credit risks of each.

Once a counterparty has been determined to be creditworthy, an unsecured credit limit may be recommended by the Agent's credit risk management department up to 5% of tangible net worth, or, in the case of governmental agencies or non-profit wholesale power suppliers, up to 10% of their average free cash flow for the prior two years. In order to help the City make its unsecured credit limit decision, the Agent will provide both the unsecured credit limit recommendation, and an Unconstrained Estimate of Creditworthiness (5% of tangible net worth or, if requested by The City, 10% of average free cash flow) when the recommendation is made.

4. Approval Authority

The City has discretion to set a counterparty's unsecured credit limit based on the following guidelines. The maximum unsecured credit limit is limited by two factors

- The lesser of the counterparties S&P and Moody's ratings, or if unrated, their score under the Agent's Proprietary Credit Scoring Model, used to define a fixed maximum unsecured credit limit.
- This same criteria is used to define a percentage of their Unconstrained Estimate of Creditworthiness ("UEW")

The table below defines how the unsecured credit limit may be set

Credit Strength			**Maximum Unsecured Credit Limit**	
Rated		**Unrated**	(Lesser of the Two Limits,	
Lesser of Both Ratings			Minimum of $0)	
S&P	*Moodys*	*Agent Internal Rating*	*Fixed Value*	*% of UEW*
>= A-	>= A3	>= A-	$25,000,000	65%
BBB+	Baa1	BBB+	$15,000,000	50%
BBB	Baa2	BBB	$10,000,000	50%
BBB-	Baa3	BBB-	$2,500,000	35%
<BBB-	<Baa3	<BBB-	$0	35%

Levels of authorization at City's discretion:

City's Electric Risk Management Administrator: Up to $10,000,000
City's Electric Utility Director: Approve up to the amount in the above table

City Council: Amounts exceeding the above table

The City Council may approve collateral threshold tables within master agreements in excess of the amounts in the above table. This action establishes a maximum unsecured credit limit for the counterparty based on their credit rating.

Once an unsecured credit limit has been established by either the City's Electric Utility Director or the City Council, the City's Electric Risk Management Administrator may issue a working credit limit at any level up to the amount established.

5. Credit Enhancements

Counterparties that do not qualify for an extension of an unsecured credit limit must post at least one of the following types of security prior to the execution of a transaction:

- Corporate Guarantee: Counterparties may provide a guarantee from a third party that meets the creditworthiness requirements noted above. If a counterparty provides such a guarantee, the amount of any unsecured credit limit will be determined through an analysis of the financial statements of the guarantor. All guarantees must be in a format that is acceptable to the City.

- Letter of Credit: Counterparties may provide an irrevocable letter of credit for an amount sufficient to cover the related transactions. Letters of credit must be issued by a U.S. bank or a financial institution or a U.S. branch of a foreign bank with a rating of at least A from Standard & Poor's or A2 from Moody's.

- Prepayment (margin): Counterparties may provide a prepayment or cash margin deposit that is sufficient to cover the related transactions.

6. Counterparty Credit

Establishing limits and monitoring credit information should be done separately from energy transaction activities in order to ensure appropriate segregation of duties within the City.

Credit Limit: is defined as the sum of:

a. the approved amount of the unsecured credit limit plus
b. the approved guaranteed amount of any guarantee(s) held plus
c. the value of any letter of credit or cash collateral held plus
d. the approved value of any other type of collateral held

Available Credit: is the dollar amount remaining open on the working credit limit approved for a counterparty.

Exposure: is the total amount of a counterparty's credit exposure defined as the sum of:

a. The dollar value of all amounts invoiced and unpaid.
b. The dollar amount of all deliveries that have not yet been invoiced.
c. The marked to market value of all forward trades.
d. Less all offsetting amounts that are supported by legally binding netting agreements or EEI Agreements.

7. Counterparty Credit Reviews

New counterparties are to be evaluated for creditworthiness by the Agent's credit risk management department prior to any transactions. Unsecured credit limits up to $10,000,000 may be recommended by the Director of Credit of the Agent.

Existing counterparties are to be formally reviewed and documented by the Agent's credit risk management department on a yearly basis at a minimum. More frequent reviews may be necessary, at the discretion of the Agent credit risk management department or the request of the City.

Counterparties sharing a common parent or affiliation will be assigned to a group. A credit limit will be assigned to the group with individual credit limits being assigned to each counterparty within the group. The aggregate credit limit of these counterparties will not exceed the established group limit.

8. Credit File Documentation and Retention

Credit analysis, approvals and denials must be documented in writing and all counterparty information shall be contained in formal credit files that are maintained at the offices of the Agent. These credit files are expected to contain audited financial statements and a credit review analysis report with a credit limit recommendation signed by the Director of Credit of the Agent. These files should also contain as much of the following as possible:

- At least the two most recent years of audited financial statement information, if counterparty does not have publically available financial information. (i.e. counterparties that do not file with the SEC)
- Rating information as published by Standard & Poor's or Moody's.
- General industry information, if applicable.

9. Credit Controls and Trading Restrictions

An approved list of trading counterparties noting working credit limits, available credit, and tenor restrictions is distributed each business day to all traders either via e-mail or through the Agent website. Under no circumstances should a trade be executed with a counterparty that does not appear on the approved list of trading counterparties. No credit sleeving transactions shall be executed.

The Director of Credit of the Agent is to provide general oversight over the credit function, reporting any credit issues to the Electric Risk Management Administrator who will ensure dissemination to the Risk Management Committee and the Risk Oversight Committee of the City.

Entering into unsecured transactions with a counterparty that will cause the total credit exposure to that counterparty to exceed the available credit will be allowed only if new working credit limits are set in writing. No new transactions are to be entered into with counterparties that have exceeded their working credit limits except as they may mitigate (offset) existing exposure, contingent upon a netting agreement. Any new unsecured, unauthorized transactions entered into with a counterparty that has a credit exposure in excess of its assigned working credit limit will subject the trader to disciplinary action.

All violations of this policy will be reported to the Risk Management Committee of the Agent. The Agent will also report such violations to the City Attorney and the City's Electric Risk Management Administrator, who will be responsible for dissemination to the City's Risk Management Committee in a timely manner. If warranted, the City's Risk Management Committee could escalate the issue to the City's Risk Oversight Committee to develop remediation procedures and/or initiate disciplinary action.

10. Receivables/Payables Management

Unless otherwise instructed by the City, the Agent will consider all receivables/payables to be settled on the payment due date of the executed transaction.

As is generally accepted accounting practice, if necessary, a reserve will be established to allow for potential bad debts. This reserve will be determined jointly by the Director of Credit at Agent and the Finance Director of the City.

11. Collateral Management

The Agent is authorized to give credit information on the City to counterparties in order to establish credit approvals. The Agent will coordinate with the Finance Department of the City regarding the issuance or receipt of collateral to support a transaction. Any collateral that is received by the Agent for the City will be held by the City.

12. Related Policies

Supporting policies and procedures are required as outlined below:

City of Roseville Electric Utility Risk Management Policy
City of Roseville Energy Trading Authority Policy
City of Roseville Energy Hedge Policy
Resolution 06-02 retaining APM for power management services
Resolution 06-286 declaring APM as agent for the purposes of risk policies
“ACES” – Alliance for Cooperative Energy Services Power Marketing

Amendments to the Credit Risk Policy of the City:

From time to time it may be necessary to make changes to the Credit Risk Policy of the City. Amendments to this policy will be made by City Council action.

RESOLUTION NO. 18-423

ADOPTING THE UPDATED ENERGY TRADING AUTHORITY POLICY

WHEREAS, in 2005, the City adopted a comprehensive set of energy risk management policies to manage the inherent risks associated with operating an electric utility; and

WHEREAS, the policies are reviewed and updated on a regular basis to incorporate changes in the operating environment and period independent audits; and

WHEREAS, the City Council has reviewed the proposed updates to the Energy Trading Authority Policy, a copy of which is on file with the City Clerk,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City of Roseville Energy Trading Authority Policy 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

ENERGY TRADING AUTHORITY POLICY

2/1/2017

1. Purpose

The purpose of the Trading Authority Policy (“Policy”) is to define the authority granted by the City Council of the City of Roseville (“City”) to the City Manager and Power Management Services Agent (“Agent”) to execute and delegate authority to execute energy related transactions. Furthermore, the Policy sets forth clarity and empowerment among those with trading authority and is designed to encourage communication among individuals with trading authority and the City Council.

2. Objective

The objective of The Policy is to define:

- The City’s intention regarding hedging and speculating
- Who has authority to execute transactions;
- The commodities and products that can be transacted;
- The authorized lead-time and term for each transaction;
- The authorized maximum price and volume;
- Counterparty contract and credit requirements; and
- Other relevant factors associated with due diligence in authorizing transactions to be executed.

3. Policy Content

A. Procedural Requirements

The following defines procedural requirements that apply to all commodities transacted upon this Policy.

1. Execution Authority

Execution Authority is outlined by commodity in the authority matrix sections found below in this Policy. All column limits in these matrices are applied independently of one another for each authority level, in that no individual column limit may be exceeded without authorization, regardless of whether a transaction does not exceed another column limit for that same authority level. The trading limits apply to both purchases and sales. Per Trading Day Limits are applied to gross amounts transacted in total for the day, and not to buys and sells netted together.

The City Manager is delegated authority from the City Council and may delegate his authority to City staff at his sole discretion. The Agent has authority delegated from the City Council that may be modified by the City Manager, as long as modifications do not exceed his own authority. Only individuals who are noted in the authority matrices in this policy are authorized to execute trades under the stated limits. All transactions must be executed via a recorded communication method. Examples include a voice recorded communication line, instant messaging or an on-line broker account. Recorded communications must be maintained and controlled by personnel who are independent of the trading function. Any request by the City for the Agent to execute on its behalf a transaction beyond the Agent's authority must by documented in accordance with ~~the Clear Authority Section (E. 1.) of~~ this policy.

2. Contract Requirements

- Transactions with counterparties shall only be permitted if City has an active, valid, and executed agreement enabling such trading activity with that counterparty.
- Long form confirmations may be used as a valid agreement in lieu of a permanent agreement, when necessary, if approved by the Agent's Vice President of Portfolio Management /Portfolio Director or Vice President of Origination, and the Directors of Credit and Contract Administration.

3. Credit Requirements

Credit limits for each counterparty shall not be intentionally exceeded. (Note: Since credit exposures are a function of not only positions traded, but also a function of market pricing and volatility, credit exposure to a counterparty may unintentionally exceed a credit limit purely due to changes in the forward market).

Entering into unsecured transactions with a counterparty that has total credit exposure greater than or equal to its open line of credit and the total of any security currently provided, will be managed according the City of Roseville Energy Credit Policy ("Credit Policy"), Section 4~~13~~.

4. Credit Sleeving

No sleeving transactions for credit purposes shall be executed, except as allowed under the Credit Policy Section ~~14~~9. (Note: Sleeving is an arrangement where a more financially reputable entity acts as middleman for a smaller, undercapitalized entity in the purchase or sale of power.)

5. Speculation

The primary purpose of trading activities shall be for hedging and portfolio optimization (including participation in arbitrage opportunities). However, the Energy Hedge Policy does allow the City to take advantage of market opportunities through transactions that could in the strictest sense be labeled speculation if those transactions expose the City to additional risk. The simplest example of this would be entering into a sale of energy that moved from the top end to the bottom end of the allowable range in the Fixed Price Energy Policy. The Energy Hedge Policy defines what is permissible in this regard.

6. Authorized Transactions

City staff may use the following group of Authorized Transactions to limit the portfolio's exposure to market volatility and other cost pressures. Transactions will be designed for the following purposes:

A. Purchase energy to serve load above what is expected to be generated or purchased from existing resources.

B. Sell existing capacity or energy that is expected to be in excess of the City's load requirements.

C. Purchase natural gas and transportation that is expected to be needed to fuel the Roseville facilities. Enter into imbalance and storage agreements if deemed beneficial to fuel Roseville facilities.

D. Sell surplus gas, or release transportation capacity, if more economic energy is available for purchase.

E. Execute financial transactions, including CAISO virtual transactions, to fix the price of variable commodity purchases or sales.

F. Purchase call options to limit price exposure on short natural gas or power positions.

G. Sell call options or tolling agreements on capacity that is expected to be in excess of the City's resource requirements.

H. Purchase a "floor" to limit price exposure on long natural gas or power positions.

I. Sell a "floor" to offset a portion of the price of the purchase of call options listed in item (6) above.

J. Purchase environmental compliance instruments, including but not limited to LCFS credits, GHG allowances, GHG offsets and Federal SO2 and NOx emission allowances ~~emissions allowances or offsets~~ expected to be necessary to optimize the operation of the City's resource portfolio.

K. Sell environmental compliance instruments, including- but not limited to- LCFS credits, GHG allowances, GHG offsets, and Federal SO_2 and NOx Emission Allowances ~~emissions allowances or offsets~~ deemed unnecessary for efficient operation of the City's resource portfolio.

L. Execute congestion revenue rights or physical transmission transactions, including natural gas transportation to manage congestion price risk.

M. Purchase bilateral ancillary services to meet the City's load requirements or sell bilateral ancillary services in excess of the City's load requirements.

N. Purchase CAISO Ancillary Services (Spinning Reserves, Non-Spinning Reserves, and Regulation) to meet the City's load requirements or sell CAISO Ancillary Services in excess of the City's load requirements.

O. Purchase from the CAISO markets to meet the City's load requirements or sell into the CAISO markets energy in excess of the City's load requirements.

P. Purchase or sell renewable energy credits and/or energy attributes as required to meet compliance requirements.

Q. Execute physical spread transactions at authorized locations.

Arbitrage opportunities require that both the buy and sell portion of the opportunity be executed within 24 hours. Specific Authorized Transactions examples for arbitrage include:

A purchase/sale of energy at the California Oregon Border and a sale/purchase of energy at CAISO NP15 EZ Gen Hub to take advantage of the City's transmission capacity.

- A purchase of natural gas and a sale of energy to take advantage of excess gas fired peaking capacity.
- A sale of natural gas and a purchase of electric energy to take advantage of market heat rates below the City's gas fired generation costs.
- A sale of energy or capacity that is in excess of, or is otherwise not used to meet City load.

All Authorized contracts listed above must also comply with the following general standards:

1) Product firmness for all trades must be provided for in all executed agreements.

2) Sales commitments shall not be made at greater firmness than the supply contract.

3) Physical transactions are only to be made at locations for which delivery can be made to Roseville and from Roseville resources. Specific authorized locations for power and natural gas transactions are reflected below:

   a. For financial electricity transactions, authorized locations include CAISO NP 15 EZ Gen Hub, CAISO SP 15 EZ Gen Hub, the Balancing Area of Northern California (BANC), Mid-Columbia, John Day, Big Eddy, and COB. These same locations are authorized for physical electricity transactions to the extent delivery can be reasonably expected. Additional physical and financial locations include owned-generation locations within the CAISO, and CAISO inter-ties for import and export transactions.
   b. For Natural Gas physical and financial transactions, this includes PG&E CityGate, Malin, Topock and the SoCal Border.
   c. Henry Hub may be used for financial Natural Gas hedging, as well as Henry Hub to PG&E CityGate Basis.

4) Transmission and Transportation purchases are to be as firm as possible to reasonably assure the delivery of the commodity at the firmness transacted.

   a. For COB delivery, transmission will include losses and a reasonable transfer capability.

The City Council must approve any transaction that involves products or standards not listed in this policy.

7. <u>Balancing Contracts</u>

Balancing transactions are a special class of transaction the Agent is authorized by the City Council to enter into on behalf of the City. A balancing transaction is defined as a transaction that:

a. Is enacted to comply with, or enhance compliance with defined risk measures, as defined in the City of Roseville Energy Risk Identification Policy and Hedge Plan.
b. Is enacted to optimize assets not used to meet risk policy mandates.
c. Is an Authorized Transaction, as defined in Section 6 above.
d. Is made for a duration of one month or less.

8. <u>Transactions Requiring City Council Approval</u>

Transactions, which meet any of the following criteria, must be approved by the City Council prior to execution:

- The transaction is a new commodity not previously traded by the City;
- The transaction is at a location in which no trading is permitted;
- The transaction is for something other than: an Authorized Transaction.

Examples of new instruments would include the use of derivatives with different risk characteristics or the use of derivatives to implement different business strategies or goals. New instruments or locations would also include those instruments or locations that may be traded on a “one-off” basis, which would be implementation of a derivative instrument or entry into a commodity market that, despite the anticipation of being transacted just once, would still fit the definition of a new instrument or location. A “one-off” transaction is the type of transaction that may only be done once or occasionally and that falls outside of this Trading Authority Policy. Two examples are a weather derivative to hedge load variability or a long-term customized power purchase contract that is not generally done during the normal, everyday course of business for hedging the City’s portfolio.

The purpose of defining a process for such transactions as noted above is to ensure that the exposures associated with them are thoroughly reviewed and understood by the City Council and appropriate trading controls are in place. The City Council must approve the use of such transactions prior to execution using the process defined below:

a. Transaction Proposal - The proposal is the responsibility of the person or business group proposing the transaction. The proposal should address the business need, risks, trading controls, valuation methodology, accounting methodology, operations workflow/methodology, and assessment of legal and regulatory issues.

b. City Council Review – The Risk Oversight Committee (“ROC”) will perform a review on behalf of, and make a recommendation to, the City Council on the benefits and risks of the proposed transaction. The City Council will assess the proposed transaction and make a determination whether to add the proposed transaction to the approved list.

c. Approval (Pilot Program) – The City Council may approve limited use of the proposed transaction to ensure that proper controls are in place to monitor the activity. The City Council may approve the proposed transaction without instituting a Pilot Program, if the proposed transaction is going to be used once (one off) where it would not be prudent to test it in a shorter time frame or smaller quantity, due to constraints such as liquidity or length of term of product. The City Council will use more scrutiny in approval of one-off transactions.

9. City Manager Aggregate Dollar Authority Limits

The City Manager has an aggregate authority limit of $500 million net and $700 million gross for all transactions that he/she is authorized to execute on behalf of the City, including electricity, natural gas, congestion revenue rights, emissions allowance and energy credits/attributes. The total net amount is the sum of all outstanding positions executed under his/her authority. The total gross amount is the sum of the absolute value of all outstanding positions executed under his/her authority.

10. City Manager Authority On Event of Termination

Should transactions with a counterparty be terminated due, for example, to an event of default, the City Manager may exceed his/her per transaction and per day trading limits in order to re-establish similar positions with another counterparty or counterparties. The replacement transaction(s) need not be exactly the same as the terminated transaction(s), but should be for similar commodities and not exceed the terminated transactions(s) in magnitude. The replacement transaction(s) must be authorized transactions under this policy, and the City Manager's aggregate limits must not be exceeded.

B. Electric Power and Transmission Bilateral Trading Authority

The following outlines transaction limits, definitions, and procedural requirements for power and power transmission bilateral transactions.

Title	Source of Authority	Product	Per Transaction Limits (up to)					Per Trading Day Limits (up to)		Aggregate Limits (up to)		
			Term	Delivery Lead Time	Termination Limit	MWh Size	Total Cost ($)	Total MWh's	Total $	Total MWh's	Total $ Net	Total $ Gross
City Council	State Law, City Charter	All Products	No Limit	No Limit	No Limit	No Max.	No Max.	No Max.	No Max	No Max.	No Max.	No Max.
City Manager	City Council	Authorized Transactions (Section 6)	≥1 Month ≤ 6 Years	≤ 6 Years	≤ 6 Years	37,200 per month	$5.58 Million per month	1,314,000	$40 Million	No Max	$500 Million	$700 Million
		Balancing Contracts (Section 7)	≤ 1 Month	≤ 11 Months	≤ 1 Year	No Max.	No Max.	No Max.		No Max.		
Agent	City Council (Can be Modified by City Manager)	Balancing Contracts (Section 7)	> 1 Week ≤ 1 Month	≤ 6 Weeks	≤ 2 Months	8,400 per Week	$1.05 Million per Week	111,600	$14 Million	446,400	$22.3 Million	$31 Million
			> 1 Day ≤ 1 Week			2,400 per Day	$600 Thousand per Day	33,600	$8,4 Million			
			≤ 1 Day			4,800 per Day	No Max. (Keep Lights On)	No Max. (Keep Lights on.)	No Max. (Keep Lights On)			

Authority Matrix Explanations:

- The City Manager has the authority to modify this authority matrix in the following ways:
  - Change the authority levels of the Agent in making Balancing Contracts.
  - Add City staff members he chooses to delegate authority to, change their authority, and remove staff that no longer have authority to execute.
- Changes to the authority matrix must be initialed and dated, with the date of the preceding active authorization matrix left for reference. There is a space below for these changes.
- Transaction Limits represent the MWh volume per period labeled in the table and total dollars per period (as labeled above) for each transaction executed.
- Per Trading Day Limits represent the total MWH volume and dollars for all transactions executed in a trading day.
- The transaction term limit for the Agent of $\leq$ 1 Day covers individual daily transactions as well as transactions executed for more than one day to accommodate weekends or holidays, which could have terms up to 2 days for a normal weekend and up to 5 days for a holiday weekend.
- Aggregate Limits represent the total gross (absolute value of all contracts) MWH volume and both gross and net (purchases and sales net) dollars as labeled above for all forward transactions except for the City Manager. For the City Manager the Aggregate Volume Limits represent the total gross (absolute value of all contracts) MWH volume of all forward bilateral power transactions. Whereas Aggregate Dollar Limits represent the total gross and net dollar amount of all forward transactions executed under his/her authority.
- Delivery Lead Time represents the time period from the date a trade is executed to the start of the trade.
- Unless otherwise stated, the dollar limits are based upon electric power only and do not include transmission, however, the Term, Lead Time, and Quantity limits do apply to transmission.
- To the extent the transaction price can be identified separately for energy and energy attributes, the energy portion of any bundled (energy and energy attribute) transaction must be monitored against the limits above. The energy attribute portion of any bundled transaction must be monitored against the renewable energy credits/energy attributes authority matrix.
- Termination Limit refers to the last day of the term from the execution day of the contract.

- Authorized Transaction and Balancing Contracts are as defined in Sections 6 and 7 of this policy, respectively.

Electric Power and Transmission
<u>Bilateral Trading Authority Change</u>

Approved By: ______________________________

Effective Date: _____/_____/______

Previous Effective Date: _____/_____/______

C. CAISO Trading Authority

The following outlines transaction limits for CAISO products.

		CAISO Per Transaction Limits (up to)			
Title	**Product**	**Delivery Lead Time**	**Term ***	**MW Size**	**$/MWh**
City Council	All CAISO Products	No Limit	No Limit	No Max	No Max
City Manager	Generation Awards	As Required by CAISO	1 Operating Day	No Max	CAISO Price Cap
	Demand Awards	None			
	Inter SC Transactions (IST)	As Required by CAISO	1 Operating Day	No Max	CAISO Price Cap
	CAISO Imports			No Max	
	CAISO Exports			No Max	
	Virtual Transaction Awards			No Max	
	Ancillary Services			No Max	
	Congestion Revenue Rights	≤ 10 Years	≤ 10 Years	100	$15
Agent	Generation Awards	As Required by CAISO	1 Operating Day	50	CAISO Price Cap
	Demand Awards	None			
	Inter SC Transactions (IST)	As Required by CAISO	1 Operating Day	200	CAISO Price Cap
	CAISO Imports			200	
	CAISO Exports			350	
	Virtual Transaction Awards			160	
	Ancillary Services			200	
	Congestion Revenue Rights	None			

Authority Matrix Explanations:

- The City Manager has the authority to modify this authority matrix in the following ways:
    - Change the authority levels of the Agent in executing the above CAISO products.
    - Add City staff members he chooses to delegate authority to, change their authority, and remove staff that no longer have authority to execute.
- Changes to the authority matrix must be initialed and dated, with the date of the preceding active authorization matrix left for reference. There is a space below for these changes.
- Generation Award Limits are per generating unit within the CAISO.
- Demand Award Limits are per each load location.

- CAISO Imports and Exports are by location and are each monitored separately.
- Inter SC Transactions (IST) are each monitored separately.
- Virtual Transaction (Convergence Bidding) Award Limits are per each bid/offer nodal point.
- Limits for Ancillary Service Awards apply to the Regulation and Operating (Spinning and Non-Spinning) Reserve Market. Limits for ancillary services transacted bilaterally are addressed in the power authority matrix.
- Only Congestion Revenue Rights that are bought and sold via the long-term, annual and monthly auctions or in the secondary market are monitored per the limits above. This excludes congestion revenue rights allocated in the Annual Allocation.
- Term applies to either the calendar year or planning year.
- Congestion Revenue Rights transactions under the City Manager's authority are subject to the aggregate $500M net and $700M gross limits.

CAISO Trading Authority Change

Approved By: ______________________________

Effective Date: _____/_____/______

Previous Effective Date: _____/_____/______

D. Natural Gas and Transportation Trading Authority

The following outlines transaction limits, definitions, and procedural requirements for physical and financial natural gas transactions, including transportation, imbalance and storage.

Title	Source of Authority	Product	Per Transaction Limits (up to)				Per Trading Day Limits (up to)		Aggregate Limits (up to)		
			Term	Delivery Lead Time	Termination Limit	Daily MMBTU Volume	Total MMBTU Volume	Total $	Total MMBTU Volume	Total $ Net	Total $ Gross
City Council	State Law, City Charter	All Products	No Limit	No Limit	No Limit	No Max.	No Max.	No Max.	No Max.	No Max.	No Max.
City Manager	City Council	Authorized Transactions (Section 6)	≥1 Month ≤ 6 Years	≤6 Years	≤6 Years	20,000	3,500,000	$50 Million	No Max.	$500 Million	$700 Million
		Balancing Transactions (Section 7)	≤1 Month	≤11 Months	≤1 Year	No Max.	No Max.		No Max.		
Agent	City Council (Can be Modified by City Manager)	Balancing Financial Contracts (Section 7)	≤1 Month	≤6 Weeks	≤2 Months	RE will authorize the purchase of all financial natural gas balancing transactions before execution by APM. APM may manage and execute the sale of financial natural gas balancing transactions as RE's exposure to natural gas prices decreases.					
		Balancing Physical Contracts (Section 7)	> 1 Day ≤1 Week			40,000	280,000	$4,200,000	400,000	$4 Million	$6 Million
		Balancing Physical Contracts (Section 7)	≤1 Day	≤1 Week	≤2 Weeks	50,000	150,000	$3,000,000	150,000	$2 Million	$4 Million

Authority Matrix Explanations:

- The City Manager has the authority to modify this authority matrix in the following ways:
    - Change the authority levels of the Agent in making Balancing Contracts.
    - Add City staff members he chooses to delegate authority to, change their authority, and remove staff that no longer has authority to execute.
- Changes to the authority matrix must be initialed and dated, with the date of the preceding active authorization matrix left for reference. There is a space below for these changes.
- Transaction Limits represent the daily MMBtu volume for each transaction executed.
- Per Trading Day Limits represent the total MMBtu volume and dollars for all transactions executed in a trading day.
- Aggregate Limits represent the total gross (absolute value of all contracts) MMBtu volume and both gross and net (purchases and sales net) dollars as labeled above for all forward transactions except for the City Manager. For the City Manager the Aggregate Volume Limits represent the total gross (absolute value of all contracts) MMBtu volume of all forward bilateral natural gas transactions. Whereas Aggregate Dollar Limits represent the total gross and net dollar amount of all transactions executed under his/her authority.
- Lead time represents the time period from the date a trade is executed to the start of the trade.
- One monthly NYMEX contract contains 10,000 MMBtu.
- Authorized Transaction and Balancing Contracts are as defined in Sections 6 and 7 of this policy, respectively.
- The dollar limits are based upon commodity gas only and do not include transportation, however, the Term, Lead Time, and Quantity limits do apply to transportation.
- Termination limit refers to the last day of the term from the execution day of the contract.

Natural Gas and Transportation Trading Authority

Approved By: ___________________________

Effective Date: _____/_____/______

Previous Effective Date: _____/_____/______

E. Environmental Compliance Instruments ~~Emissions Allowances~~ Trading Authority

The following outlines transaction limits, definitions, and procedural requirements for emission allowance transactions.

		Per Transaction Limits (up to)				Aggregate Limits (up to)		
Title	**Product**	**Term**	**Lead Time**	**~~Total Volume /Tons~~**	**~~$/Ton~~**	**~~Total Volume / Tons~~**	**Total $ (Net)**	**Total $ (Gross)**
City Council	~~Federal SO2 and NOx Emission Allowances and CA Greenhouse Gas Compliance Instruments~~ Environmental Compliance Instruments	No Limit	No Limit	~~No Max.~~	~~No Max.~~	~~No Max.~~	No Max.	No Max.
City Manager	~~Federal SO2 NOx Emission Allowances California Greenhouse Gas Compliance Instruments~~ Environmental Compliance Instruments	~~≤ 1 Year~~	~~≤ 2 Years~~	~~500~~	~~$1,000~~	~~1,500~~	$500 Million	$700 Million
				~~250~~	~~$2,000~~	~~750~~	$500 Million	$700 Million
		≤ 5~~6~~ Years	≤ 5~~6~~ Years	~~450,000~~	~~$100~~	~~3 Million~~	$500 Million	$700 Million
Agent	~~Federal SO2 and NOx Emission Allowances and CA Greenhouse Gas Compliance Instruments~~ Environmental Compliance Instruments	None	None	~~None~~	~~None~~	~~None~~	None	None

Authority Matrix Explanations:

- The City Manager has the authority to modify this authority matrix in the following ways:
  - Change the authority levels of the Agent in executing Environmental Compliance Instrument and emission allowance transactions.
  - Add City staff members he chooses to delegate authority to, change their authority, and remove staff that no longer have authority to execute.

- Changes to the authority matrix must be initialed and dated, with the date of the preceding active authorization matrix left for reference. There is a space below for these changes.

- The authority matrix above addresses authority for Federal SO_2 and NOx Emission Allowances as well as ~~California Greenhouse Gas Compliance~~ Environmental Compliance Instruments.

- Environmental Compliance Instruments ~~California Greenhouse Gas Compliance Instruments~~ include but are not limited to Federal SO2 and NOx Emission Allowances, or California AB 32 related instruments, such as Low Carbon Fuel Standard Credits, or any tradable or auctionable California Greenhouse Gas Compliance allowances ~~or~~ and/or offsets as defined by the California Cap and Trade program, or its successor. The City Manager has the authority to direct excess California Greenhouse Gas Compliance Instruments to the centralized auction or bilateral market.

- Transaction Limits represent the total ~~volume in tons~~ dollars per transaction ~~and dollars/ton for each emission allowance transaction~~ executed.

- Aggregate Limits represent the sum total volume in ~~tons and~~ dollars for all forward transactions.

- Transactions under the City Manager's authority are subject to the aggregate $500M net and $700M gross limits.

- Lead time represents the time period from the date a trade is executed to the start of the trade. Lead time limits only apply to forward transactions and not to spot transactions.

Emissions Allowances Trading Authority

Approved By: ____________________________

Effective Date: _____/_____/_____

Previous Effective Date: _____/_____/_____

F. Renewable Energy Credits / Energy Attributes Trading Authority

The following outlines transaction limits, definitions, and procedural requirements for renewable energy credits/energy attributes transactions.

		Per Transaction Limits (up to)				Aggregate Limits (up to)		
Title	**Product**	**Term**	**Lead Time**	**Total Volume MWH**	**$/ MWH**	**Total Volume MWH**	**Total $ (Net)**	**Total $ (Gross)**
City Council	Renewable Energy Credits/ Energy Attributes	No Limit	No Limit	No Max.	No Max.	No Max.	No Max.	No Max.
City Manager	Renewable Energy Credits/ Energy Attributes	< 6 Years	< 6 Years	100,000 .	$100	500,000	$500 Million	$700 Million
~~APM~~Agent	Renewable Energy Credits/ Energy Attributes	None						

Authority Matrix Explanations:

- The City Manager has the authority to modify this authority matrix in the following ways:
  - Change the authority levels of the Agent in executing renewable energy transactions.
  - Add City staff members he chooses to delegate authority to, change their authority, and remove staff that no longer have authority to execute.
- Changes to the authority matrix must be initialed and dated, with the date of the preceding active authorization matrix left for reference. There is a space below for these changes.
- The authority matrix above addresses authority for Renewable Energy Credits and/or Energy Attributes.
- Transaction Limits represent the total MWh volume and dollars/MWH for each Renewable Energy Credit/Energy Attribute transaction executed.
- Aggregate Limits represent the sum total MWh volume and dollars for all forward transactions.

- Transactions under the City Manager's authority are subject to the aggregate $500M net and $700M gross limits.

- To the extent the transaction price can be identified separately for energy and energy attributes, the energy attribute portion of any bundled (energy and energy attribute) transaction must be monitored against the limits above.

- Lead time represents the time period from the date a trade is executed to the start of the trade. Lead time limits only apply to forward transactions and not to spot transactions.

Renewable Energy Trading Authority

Approved By: ____________________________

Effective Date: _____/_____/______

Previous Effective Date: _____/_____/______

G. Acknowledgements

1. Clear Authority

Any situation where authority is in question from a "clearly authorized" standpoint, or clearly not authorized, should be reviewed and authorized by written signature prior to execution by the next authority level up. Proof of review will be provided via a Transaction Request Authorization (TRA). This is the actual document that is signed to authorize a transaction. A TRA will include, at minimum:

a) The definition of the transaction, including such details as timing, volume, price, and point of delivery. Whatever is needed to define the product for execution.
b) Defines the purpose of the transaction, whether it is a hedge or optimization/arbitrage. If the transaction is a hedge, improvement in risk policy compliance is noted. If optimization/arbitrage, the reduced cost to the portfolio is shown.
c) Informs on credit issues such as available counterparties that could transact the product, on a purely credit basis.
d) The required authority to transact the product will be specified on the contract, along with the time frame under which the delegation is valid, ready for signature.

2. Violations and Sanctions

Violations of this Policy must not occur. Should it be deemed that violations did occur due to the actions of City employees, APM will notify the City's Electric Risk Management Administrator and the City Attorney of such violations. Those individuals will have the responsibility to bring the violations to the Risk Management Committee for discussion. If warranted, the Risk Management Committee may escalate the issue to the Risk Oversight Committee to develop remediation procedures and/or initiate disciplinary action.

3. Policy Effective

This Policy is in effect upon the City Council's approval and shall remain in effect until a replacement policy has been approved by the City Council superseding this Policy, excepting allowed adjustments to the Authority Matrices, which the City Manager has authority to make in this policy.

H. Responsibility

It shall be the responsibility of the City Council, through the duly appointed Risk Oversight Committee, Risk Management Committee and the City Manager to assure compliance with this policy.

4. *Recording Authority Changes to Authority Matrices by City Manager*

The City Manager has the authority to change the Authority Matrices in this document by delegating authority to City Staff and/or changing the Authority of the Agent to execute transactions. When a matrix is changed, it is to be initialed by the changing authority, with the effective date of the change, and the previous effective date set into the matrix. The matrix must then be sent to the appropriate authorized individuals so they can update their copies of the City of Roseville Energy Trading Authority Policy. It is the responsibility of the City Manager to ensure that all trading authority changes are kept on record.

5. *Related Policies*

Supporting policies and procedures are required as outlined below.

City of Roseville Energy Credit Risk Policy
City of Roseville Electric Utility Risk Management Policy
City of Roseville Energy Risk Identification Policy and Hedge Plan
Resolution 06-02 retaining APM for power management services
Resolution 06-286 declaring APM as agent for the purposes of risk policies

"APM" – Alliance for Cooperative Energy Services Power Marketing - ACES Power Marketing

RESOLUTION NO. 18-424

REAFFIRMING THE ENERGY HEDGE POLICY

WHEREAS, in 2005, the City adopted comprehensive risk management policies, which addressed a wide range of risks, such as credit risk, and incorporated considerations, such as fuel, required for the Roseville Energy Park; and

WHEREAS, although there are no changes at this time, this policy needs to be reaffirmed every two years; and

WHEREAS, the City Council has reviewed the Energy Hedge Policy, a copy of which is on file with the City Clerk,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City of Roseville Energy Hedge Policy is hereby reaffirmed.

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

ENERGY HEDGE POLICY
2/17/2016

The City of Roseville ("City") Hedge Policy outlines the energy hedging policy (natural gas and electricity) that will guide disciplined hedging of forward energy resources. The hedge policy is designed to reduce energy rate volatility and to maintain rates within reasonable tolerances. The primary purpose of this policy is to identify specific guidelines and criteria for procuring projected energy needs. These procurement criteria are defined for quarters, fiscal years, and calendar years as appropriate in the different parts of the policy.

The policy largely employs a price averaging strategy of declining percentage of energy supply positions held over forward time periods. This strategy protects the City from potential adverse impacts that could result from either significant energy price increases or decreases. The strategy also maintains some elements of procurement to remain flexible. For example, during times of extremely attractive market conditions, this policy allows for increasing the amount of forward energy hedged above the stated ranges with the concurrence of the City's Risk Oversight Committee ("ROC"). A key component of the policy is a monthly report for the Risk Management Committee and a quarterly report to the City Council and ROC, which is outlined herein.

Although this document is primarily concerned with managing energy costs and risks, capacity and congestion risk will be addressed as they are realized, based on similar principles in this document. Appendix B includes a more comprehensive review of the objectives of this policy.

1. Hedging Policy Criteria

A. Fixed Price Energy Policy - Volumetric and Lead Time Criteria for Energy Hedging

<u>Rolling Monthly Hedge Ranges</u>

One criteria of this policy is to have energy procured within defined volumetric ranges during the following rolling monthly timeframes. These ranges identify the percentage of City's projected total energy needs that will be procured with fixed price energy over a given time period. For use within this policy, energy needs are considered hedged or procured to the extent that the projected need is met by; i) Authorized Transactions, as defined in the Roseville Trading Authority Policy, or ii) Other transactions as Authorized by the City Council, using the process outlined in the Roseville Trading Authority Policy. Options with out of the money strike prices may be used to hedge forward volumes, provided that they do not account for more than 15% of the projected energy needs in any given month, and they are not more than 50% out of the money at the time of the transaction.

Lead Time	Months 1 to 12	Quarters 5 to 8	Quarters 9 to 12
Hedging Frequency	Monthly	Quarterly	Quarterly
Range (%)	90-110	70-100	45-80

Remediation Period on Violation: 45 Days

The City will hedge projected energy needs based on the following criteria in the table above:

- Lead Time: The amount of time form the current period. May be defined in Months or Quarters.

- Hedging Frequency: This is the frequency that the hedging period changes. This is to prevent a situation where you would have to hedge month 36 (the last month of quarter 12) at a time where monthly purchases are very illiquid. In case of a conflict, monthly frequency has precedence over quarterly.

- Range: This is the range of overall energy needs that will be covered with fixed price energy or up to 15% with options.

Deviations that exceed the range will require approval of the ROC and/or City Council, and will be part of the regular reporting to the City Council.

Because the models being used to determine official compliance with this policy are being run by an external entity, the City's first warning of being out of compliance with this policy may occur when a report is delivered showing it out of compliance. As such, the City will have 45 days to remedy the out of compliance situation before it is deemed a violation.

Hedge Timing and Volumetric Minimums

In meeting the overall volumetric criteria, the City will have the following minimum percentages of energy hedged no later than the lead time as identified below. For example, on November 30, 2011, The City will have a minimum of 70% of its projected energy needs for each of following 12 months, Dec 2011 through Nov 2012 procured, and for the months Oct, Nov, and Dec 2012 a minimum of 60% of the total projected energy should be procured. Of course this minimum amount can be hedged well before that date based on the ranges in the prior section. As with the Volumetric Lead Time Criteria, a time frame in months takes precedence over a time in quarters.

Time Frame	Months	Quarters	
Lead time	1-12	5-8	9-12
Minimum (%)	70	50	30

The City will maintain hedges at the minimum volumetric level for the specified lead times. Any deviation from the monthly minimum volume for the specified lead time will require ROC and/or City Council approval and will be reported to the City Council.

B. Power Supply Cost Risk Policy

The Power Supply Cost Risk Policy will measure the effect of several variables on the cost to supply power to the City. These variables are:

- Hydro variability (more or less than expected water to run hydroelectric power plants).
- Market price variability in the electric, natural gas, and the derived marginal heat rate market.
- Generating unit outages.
- Appropriate correlations between all of the above variables.

This policy sets a goal to develop a portfolio to limit the effects of the above variables on portfolio costs. These goals are expressed as a percent of total power supply cost. The goals for this 36 Month rolling policy are outlined in the table below:

Time Horizon	**0 to 12 Months**	**13 to 24 Months**	**25 to 36 Months**
Maximum % Cost Exposure (% above Baseline Cost)	7.5%	15%	30%

Remediation Period on Violation: 45 Days

In the table above, there are several terms that need further explanation.

- Time Horizon: This is the aggregate time period over which compliance with the policy is to be measured. For example, in the first rolling 12 month time period, the total Maximum Cost over that 12 months cannot exceed the total Baseline Cost over that 12 months by more than the prescribed amount (in this case 7.5%). This policy limit does not apply to individual months within the time horizon.
- Baseline Cost: A cost exposure policy needs to have a baseline from which to be measured. For this policy, the baseline will be t the next three rolling years' estimated power supply costs based on current market conditions and other assumptions made at the time.
- Maximum Cost: The Maximum Cost upon which the policy limits are binding will be the 97th percentile of the total cost distribution (for the given Time Horizon) of a Monte Carlo risk model using uncertain variables as defined above.

Because of the complex nature of the risk models used to calculate compliance with this policy, and because those models are being run by an external entity, the City's first warning of being out of compliance with this policy may occur when a report is delivered showing it out of compliance. As such, the City will have 45 days to remedy the out of compliance situation before it is deemed a violation.

2. Natural Gas Hedging

Natural gas and power hedging will be a complementary hedging activity for the City's natural gas fired generation (owned or contracted) or if it enters a transaction that uses a natural gas index price to derive its electricity cost, such as a heat rate product. Such gas related generation or purchase transactions would not be considered energy hedges until the projected gas volumes are procured. The monthly hedge criteria are measured based on total energy exposure for native load (total projected electricity needed for native load minus energy already hedged). This is the criteria required to be considered fixed price energy. There are three mechanisms for hedging gas price risk:

1. The use of NYMEX contracts.
2. Bilateral financial hedging using ISDA Master Agreements
3. Fixed price physical gas procurement.

In order to allow flexibility in overall energy hedging decisions (e.g. economically hedging additional needs via gas contracts versus power purchases), specific sub-targets for natural gas hedging are not set within this policy.

4. Risk Measurement and Compliance Reporting

Risk measurement and policy compliance within the volumetric and lead time criteria will be demonstrated on a regular basis in the Power Management Services Agent's ("Agent's") monthly portfolio model risk report. This report will also report on the Power Supply Cost Risk Policy. This report will generally cover three years of projections with seven-year runs performed at least once per year or when market conditions indicate the potential to cost-effectively hedge beyond three years out. A brief outline of the contents of the Agent's monthly report is contained in Appendix A.

5. Responsibility

It shall be the responsibility of the City Council, Risk Oversight Committee, City Manager, and Risk Management Committee to assure compliance with this policy. Implementation of this policy shall be in accordance with the Related Polices, as referenced below.

6. Related Policies

Supporting policies and procedures are required as outlined below:

City of Roseville Electric Utility Risk Management Policy

City of Roseville Energy Trading Authority Policy City of Roseville Energy Credit Risk Policy
Resolution 06-02 retaining APM for power management services Resolution 06-286 declaring APM as agent for the purposes of risk policies

“APM” – Alliance for Cooperative Energy Services Power Marketing

COUNCIL COMMUNICATION

CC #: 9558
File #: 0800-03

Title:	Amendment to Master Schedule of User and Regulatory Fees – Electric Fees
Contact:	Joanna Cucchi 916-746-1609 jcucchi@roseville.ca.us

Meeting Date: 10/17/2018
Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution establishing a Small Cell Plan Check fee in the amount of $767.89 and amending the City's current Schedule of User and Regulatory Fees to incorporate this fee, which shall be effective upon adoption through June 30, 2019.

BACKGROUND

The City's Schedule of User and Regulatory Fees identifies fees for services and activities provided at the request of, or on behalf of, a single party as opposed to the public at large. The fee schedule is intended to be reviewed annually, with staff conducting bi-annual studies to identify the City's cost of providing fee-related services based on current labor rates and service delivery methods. The most recent fee study and master schedule was approved by the Council at its May 2, 2018 meeting and amended July 11, 2018, and August 15, 2018. The fee schedule is effective July 1, 2018 through June 30, 2019.

The City is working with XG Communities (XG) to provide wireless consulting, management and development services related to the sublicense of City-owned assets for wireless telecommunications facilities. The Electric Department has identified over 1,700 light poles along major boulevards and arterial roadways that will be made available for small cell installations (5G wireless network technology). According to Chapter 4.58 of the Roseville Municipal Code which was adopted by Council earlier this year, any person proposing to locate wireless telecommunications facilities on City-owned assets must obtain a building permit. Since the plan check review and inspections for these facilities will be handled by the Electric Department instead of the Building Division, it is necessary to establish an Electric Small Cell Plan Check fee in the amount of $767.89 and incorporate this fee into the City's master fee schedule. This fee will cover the labor costs associated with plan check review, mapping services and inspection services performed by Electric Department staff.

FISCAL IMPACT

The proposed Small Cell Plan Check fee establishment is estimated to generate approximately

$80,000.00 annually in offsetting revenue to the Electric utility. Adopting this fee will provide additional revenue, but it is not intended to fund new services, rather the revenue is intended to offset the cost of providing services that are recoverable from fees.

ECONOMIC DEVELOPMENT / JOBS CREATED

Periodically adjusting fees to recover the cost of providing services provides multiple benefits including:

• Avoiding fee spikes that are more likely to occur when municipalities leave fees unchanged for a multi-year period.

• Providing fee payers (e.g. developers and residents), staff, and policymakers with a pattern of consistency that provides information for forecasting and decision-making purposes.

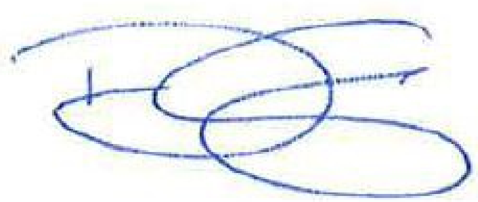
ENVIRONMENTAL REVIEW

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)). Adoption of fee adjustments do not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Joanna Cucchi, Senior Electric Business Analyst

Michelle Bertolino, Electric Utilty Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-415

Electric fee schedule-amended after 081518

RESOLUTION NO. 18-415

ADOPTING A SMALL CELL PLAN CHECK FEE AND INCORPORATING THE FEE INTO THE SCHEDULE OF USER AND REGULATORY FEES

WHEREAS, user and regulatory fees are established by the City Council; and

WHEREAS, on January 18, 2017, City Council adopted a Schedule of User and Regulatory Fees to allow for consolidation of the schedule of fees and help formally establish a pattern for annual review and update, including annual inflationary adjustments; and

WHEREAS, staff recommends City Council adopt a $767.89 Small Cell Plan Check fee; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that a $767.89 Small Cell Plan Check fee is hereby adopted.

BE IT FURTHER RESOLVED that these fees are incorporated into the City's current master Schedule of User and Regulatory Fees.

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

Electric Fees

Fee	Description	FY 18-19 Fee	Unit	Note	Y'rly In'fltr
	Solar Energy Program - Meter Upgrade Charges				
1	Residential PV Net-Meter	$675.30			Y
2	Business PV Net-Meter (<10kW system size)	$1,659.21			Y
3	Business PV Net & PBI Meter (10-100kW system size, up to 200amp PBI panel)	$2,715.88		[a]	Y
4	Business PV Net & PBI Meter (10-100kW system size, >200amp PBI panel)	$4,419.92		[a]	Y
5	Variance Review Request	$203.66	per hour		Y
6	Plan Reviews or Field Meets Exceeding the Initial and Subsequent Submittal Limit	$203.66	per hour	[b]	Y
7	PBI Meter Installations Requiring a Phone Switcher	$290.34	per switcher		Y
	Other Service Fees				
8	Pedestal Meter Fee	$331.67			Y
9	Temporary Power Meter Set				
	a) Temp Power Meter Set Fee - Residential	$269.90			Y
	b) Temp Power Meter Set Fee - Commercial	Actual Cost			Y
10	Extension of Facilities	Actual Cost			Y
11	Svc Connections and Facilities on Customer's Premises	Actual Cost			Y
12	Meter Test				
	a) Test - More than six-months since prior test	$0.00			Y
	b) Test - Within six-months of meter install or prior test	Actual Cost			Y
13	Overhead-to-Underground Conversion of Overhead Utilities	Actual Cost			Y
14	Small Cell Plan Check Fee	$767.89			Y

** Note regarding annual inflationary adjustment: For items billed at actual cost, the underlying hourly billing rates should inflate annually by the change in hourly labor rates and/or indirect cost rate multipliers.*

* All meter upgrade costs must be paid prior to receiving interconnection approval to operate the PV system.

[a] Customer is required to supply a dedicated working phone line and monitoring for the duration of the PBI payment term. See the construction standards for phone line requirements.

[b] The initial and first resubmittal plan review and the initial and first resubmittal field inspections are included in the basic Meter Upgrade Charge.

COUNCIL COMMUNICATION

CC #: 9581
File #: 0900-04-02

Title:	Washington Boulevard at Blue Oaks - Freeway Maintenance Agreement Amendment
Contact:	Guy Howes 916-774-5339 ghowes@roseville.ca.us

Meeting Date: 10/17/2018
Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a freeway maintenance agreement (FMA) amendment between the City and the Department of Transportation to allow for a proposed second right turn lane from Northbound Washington Boulevard to Highway 65 southbound on ramp at Blue Oaks Boulevard within State right of way.

BACKGROUND

Parcel 49 is within the North Central Specific Plan and located on the southeast corner of Washington and Blue Oaks Boulevards. The parcel is home to Top Golf with two new hotels currently under construction, Residence Inn and Home to Suites. The remainder of this site is zoned for a church, along with office and retail uses.

As part of this development, the project is required to include the necessary roadway infrastructure improvements to improve ingress and egress, as well as to mitigate traffic impacts. Specifically, an additional second right turn lane from northbound Washington Boulevard to the southbound Highway 65 on ramp is required to maintain an acceptable Level of Service at the Washington Blvd./Blue Oaks Blvd. intersection.

Since a portion of the required road widening is within Caltrans right of way, the State is requiring an amendment to the existing FMA between the State, City of Roseville and City of Rocklin. The amendment includes the proposed second right turn lane on Washington Blvd and updates a portion of Blue Oaks west of Washington Boulevard which was relinquished last year as part of the project for the FBI building. These amended locations slightly increase the City's roadway maintenance responsibilities. The City of Rocklin will also receive an acknowledgement letter from the State of Transportation although Rocklin's maintenance responsibility is not changed. Once this amendment is executed, the State will formalize an encroachment permit to allow the developer to proceed with the subject improvements.

Per general State agreement procedures with municipalities, formal State execution will follow City Council action and City Manager signature approval. Once fully executed by the City and State, staff will forward a fully executed copy to the City Clerk's Office.

FISCAL IMPACT

The actions requested as part of this item have a no impact to the City's General Fund. The nominal maintenance costs will be absorbed into the City's overall roadway maintenance program. Construction costs were paid by the developer.

ECONOMIC DEVELOPMENT / JOBS CREATED

Executing this FMA will not directly create jobs but rather maintain current employee levels of the developer until such time the project is fully built out.

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 FMA does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Guy Howes, Senior Engineer

Mike Isom, Development Services Director

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-432

Acknowledgement Letter and exhibit

RESOLUTION NO. 18-432

APPROVING A FREEWAY MAINTENANCE AGREEMENT AMENDMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Freeway Maintenance Agreement Amendment, regarding the proposed second right turn lane from Northbound Washington Boulevard to Highway 65 southbound on ramp at Blue Oaks Boulevard within State right of way, between the California Department of Transportation (Caltrans) and the City of Roseville, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Freeway Maintenance Agreement 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

DEPARTMENT OF TRANSPORTATION
DISTRICT 3
Maintenance Engineering
703 B STREET
MARYSVILLE, CA 95901
PHONE (530) 741-5396
FAX (530) 741-4072
TTY 711
www.dot.ca.gov/dist3

Making Conservation
a California Way of Life.

RECEIVED
AUG 10 2018
DEVELOPMENT SERVICES

August 6, 2018

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

Dear Mr. Casey:

Due to the City of Roseville's recent projects of adding a right turn lane on Washington Blvd and widening on Blue Oaks Blvd within State right of way per Encroachment Permit numbers 0317-6SN1110 and 0316-AOP0251 (EA 03-OH440) within State right of way, the City of Roseville's maintenance limits have been affected, and the City of Rocklin's maintenance limits are not affected. The City of Roseville and State have agreed to modify the Exhibit A of the existing Freeway Maintenance Agreement (FMA) #PLA-31-014381 between the City of Roseville, the City of Rocklin, and the State executed on January 6, 1999.

Enclosed for City's files are the Exhibit A of the existing FMA with superseded notes and a new plan sheet marked "EXHIBIT A SHEET L-3 MODIFIED" dated 07-17-2018. The new plan sheet is amended to the existing FMA and becomes part of the said FMA. It supersedes only the Washington Blvd area and Blue Oaks Blvd area within the City of Roseville's jurisdictional limits as shown on the existing FMA Exhibit A marked "LAYOUT L-1" and "LAYOUT L-4", respectively.

We would appreciate being notified of the date City receives the existing FMA Exhibit A with superseded notes and the new plan sheet marked "EXHIBIT A SHEET L-3 MODIFIED" by returning a copy of this letter with the appropriate signature.

If you have any question, please contact me at (530)741-5396 or email at Nancy.Xu@dot.ca.gov.

Sincerely,

Nancy Xu
Transportation Engineer
Maintenance Agreements Coordinator

Enclosures
(1) Exhibit A of Existing FMA with superseded notes
(2) New plan sheet marked "EXHIBIT A SHEET L-3 MODIFIED"

c: Dave Palmer, City Engineer, City of Rocklin
Guy Howes, Senior Civil Engineer, City of Roseville

~~~~~~

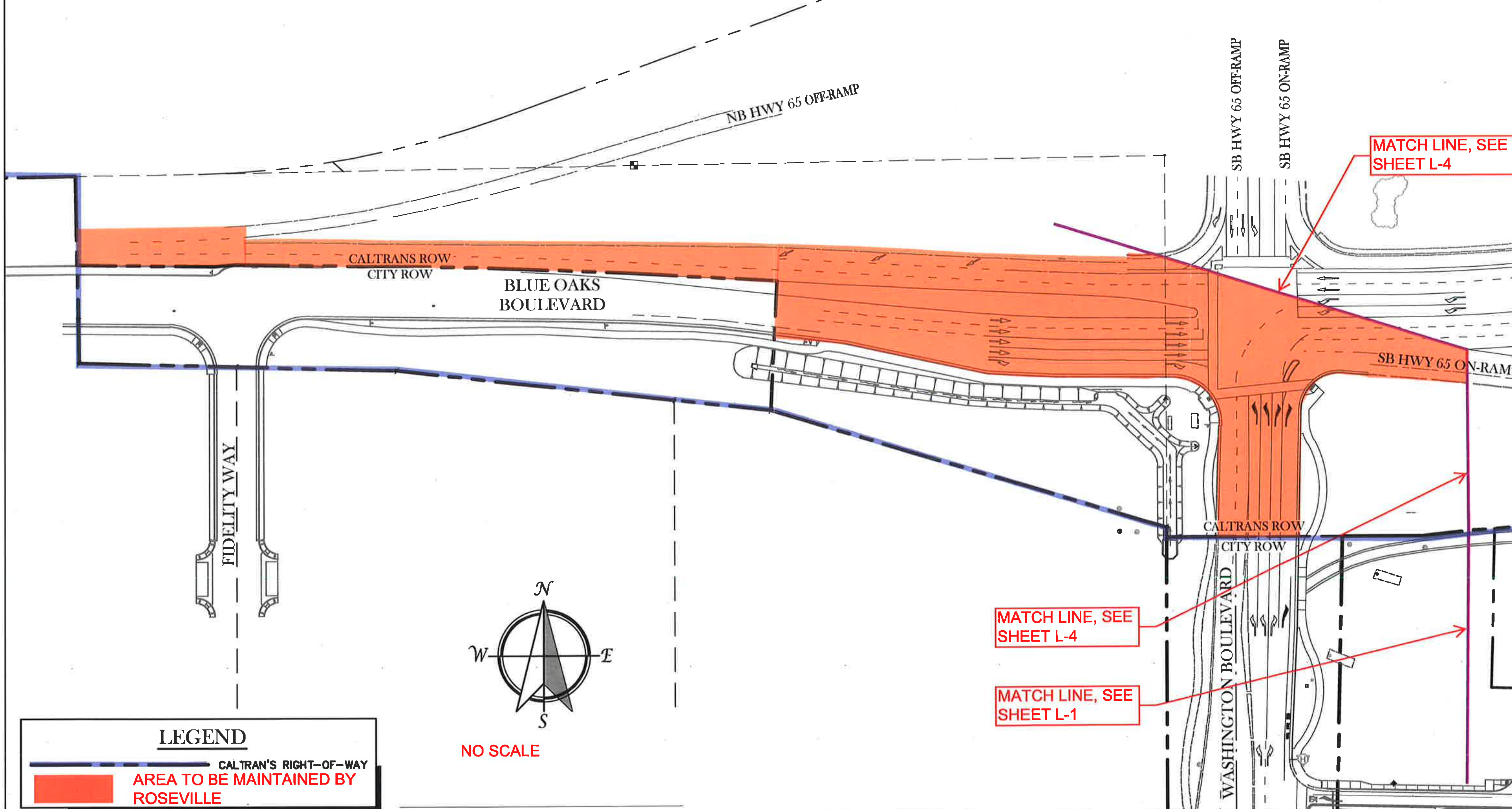
We, the City of Roseville, acknowledge receiving the existing 01-06-1999 FMA Exhibit A with superseded notes and the new plan sheet marked "EXHIBIT A SHEET L-3 MODIFIED".

Name	Title	Signature/ Date

~~~~~~

EXHIBIT A SHEET L-3 MODIFIED Amended 07-17-2018

FREEWAY MAINTENANCE AGREEMENT
WITH THE CITY OF ROSEVILLE AND ROCKLIN
ENCROACHMENT PERMIT # 0316-AOP0251 (EA 03-OH440)
0137-6SN1110



DIST	COUNTY	ROUTE	KILOMETER POST TOTAL PROJECT	SHEET No	TOTAL SHEETS
03	Pla	65	12.5/13.7	–	–

REGISTERED CIVIL ENGINEER DATE

PLANS APPROVAL DATE

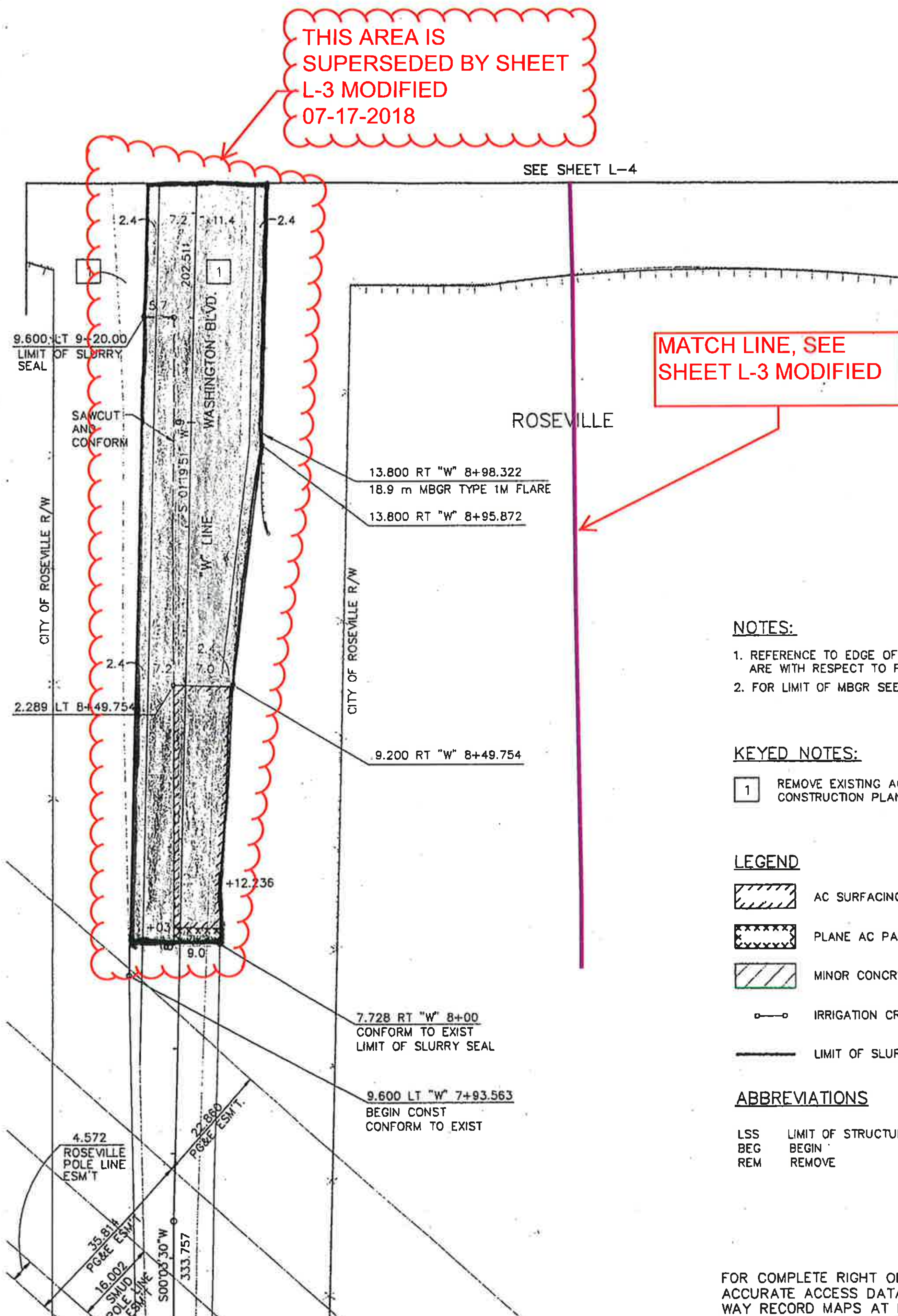
REGISTERED PROFESSIONAL ENGINEER RONALD G. BOYLE No. 46387 Exp. CIVIL STATE OF CALIFORNIA

BIZZ JOHNSON HIGHWAY JOINT POWERS AUTHORITY ROSEVILLE, CA 95678

OMNI-MEANS, LTD. 3001 DOUGLAS BLVD. #300 ROSEVILLE, CA 95661

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.

Caltrans Metric



NOTES:

1. REFERENCE TO EDGE OF SHOULDER AND TRAVELED WAY ARE WITH RESPECT TO FLOW LINE OR EDGE OF PAVEMENT.
2. FOR LIMIT OF MBGR SEE SUMMARY OF QUANTITIES.

KEYED NOTES:

1 REMOVE EXISTING AC PAVING. SEE STAGE CONSTRUCTION PLANS PRIOR TO REMOVAL.

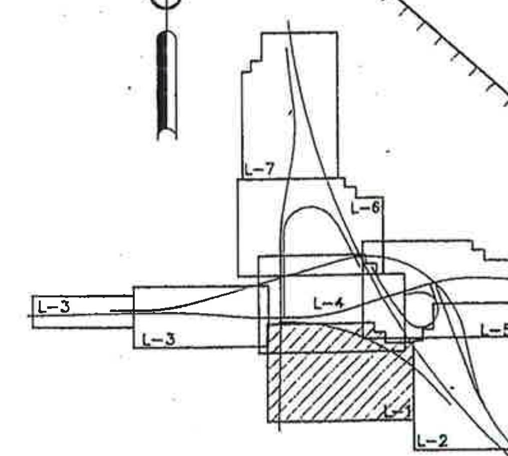
LEGEND

- AC SURFACING
- PLANE AC PAVEMENT AND AC SURFACING
- MINOR CONCRETE COBBLE ISLAND PAVING
- IRRIGATION CROSSOVER
- LIMIT OF SLURRY SEAL

AREA TO BE MAINTAINED BY ROSEVILLE

ABBREVIATIONS

LSS LIMIT OF STRUCTURAL SECTION
BEG BEGIN
REM REMOVE



FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA, SEE RIGHT OF WAY RECORD MAPS AT DISTRICT OFFICE.

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

EXHIBIT A

LAYOUT

1:500

L-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

DESIGN OVERSIGHT B. D. CAPAUL

CALCULATED/DESIGNED BY | CHECKED BY | DATE | REVISED BY | DATE REVISED

FOR REDUCED PLANS ORIGINAL SCALE IS IN MILLIMETERS 0 20 40 60 80

DRAWN BY: C. NEWTON

CU 03198

EA 369001

DIST	COUNTY	ROUTE	KILOMETER POST TOTAL PROJECT	SHEET No	TOTAL SHEETS
03	Pla	65	12.5/13.7	–	–

INDEX OF SHEETS (65% SUBMITTAL)

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PROJECT PLANS FOR CONSTRUCTION ON
STATE HIGHWAY
IN PLACER COUNTY
IN ROCKLIN AND ROSEVILLE
FROM 0.5 Km SOUTH TO 0.7 Km NORTH
OF THE BLUE OAKS BLVD. OFF-RAMP OVERCROSSING

To be supplemented by Standard Plans dated July, 1997

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.

Metric

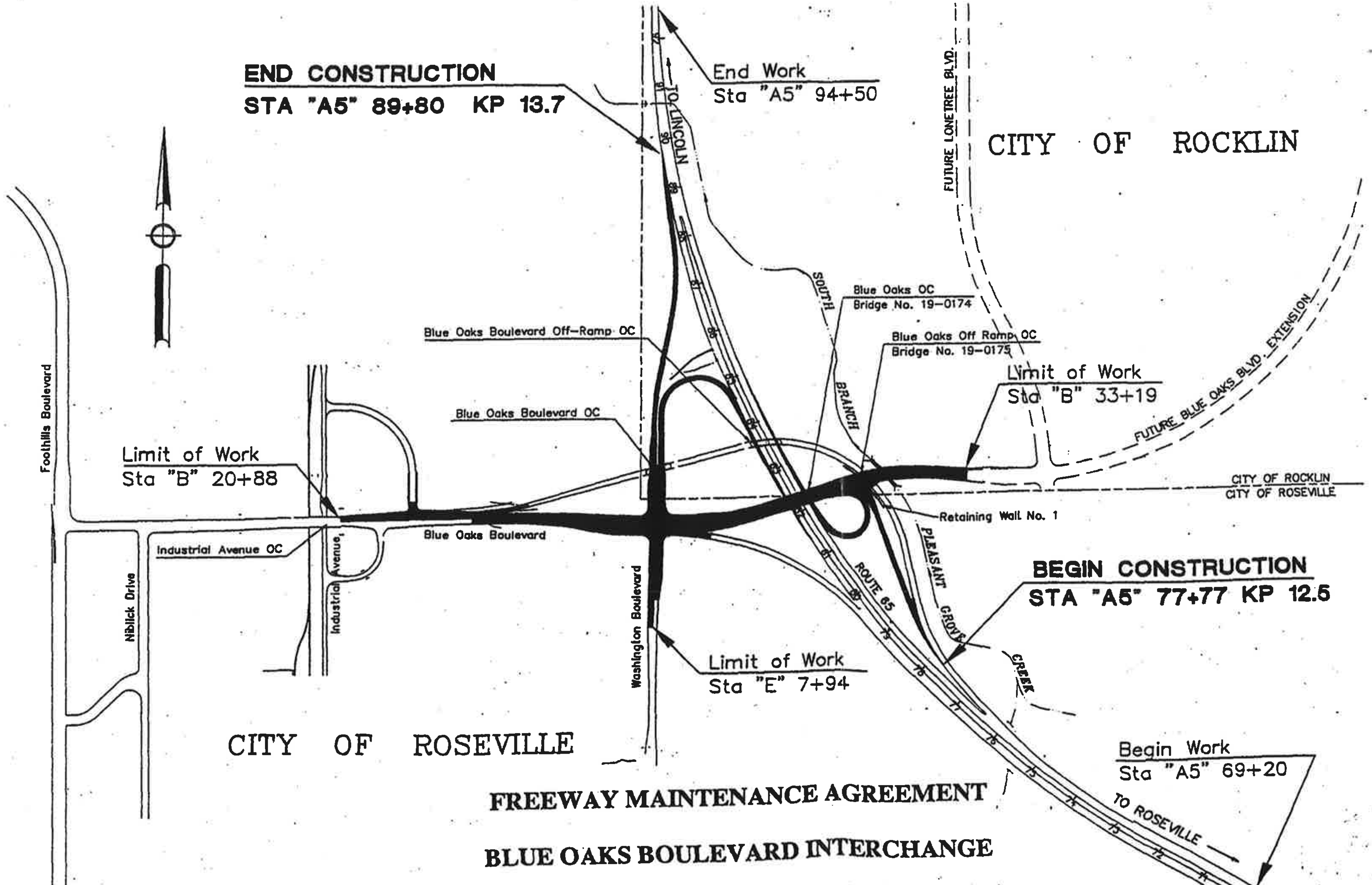


EXHIBIT A
LOCATION MAP

MAR 31 1998

Larry Pagel
City Engineer
Approved as to Features Affecting
City of Roseville
Date

Arshavir Moosakhanian
Director of Public Works
Approved as to Features Affecting
City of Rocklin
Date

Project Engineer
Registered Civil Engineer
Date

REGISTERED PROFESSIONAL ENGINEER
RONALD G. BOYLE
No. 46387
Exp. 3/31/99
CIVIL
STATE OF CALIFORNIA

Plans Approval Date

FREEWAY MAINTENANCE AGREEMENT
BLUE OAKS BOULEVARD INTERCHANGE
PLA-65-KP 12.5/13.7

Approved as to impact on State facilities and conformance with applicable State standards and practices and that technical oversight was performed as described in the California Department of Transportation A & E Consultant Services Manual.

PROJECT ENGINEER R.G. BOYLE
DESIGN OVERSIGHT APPROVAL B.D. CAPAUL
REGISTRATION NO. DATE

The Contractor shall possess the Class (or Classes) of license as specified in the "Notice to Contractors".

BIZZ JOHNSON HIGHWAY
JOINT POWERS AUTHORITY
ROSEVILLE, CA 95678

OMNI-MEANS, LTD.
3001 DOUGLAS BLVD. #300
ROSEVILLE, CA. 95661

Contract No. 369004

FOR REDUCED PLANS ORIGINAL SCALE IS IN MILLIMETERS 0 20 40 60 80

DRAWN BY: R. BOYLE

CU 03198 EA 369001

FORM DC-OE-93-PF (REV. 3/88)

DIST	COUNTY	ROUTE	KILOMETER POST TOTAL PROJECT	SHEET No
03	Pla	65	12.5/13.7	—

Caltrans Metric

REGISTERED CIVIL ENGINEER DATE

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER RONALD G. BOYLE No. 46387 Exp. 3/31/99 CIVIL STATE OF CALIFORNIA

BIZZ JOHNSON HIGHWAY
JOINT POWERS AUTHORITY
ROSEVILLE, CA 95678

OMNI-MEANS, LTD.
3001 DOUGLAS BLVD. #300
ROSEVILLE, CA 95661

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.

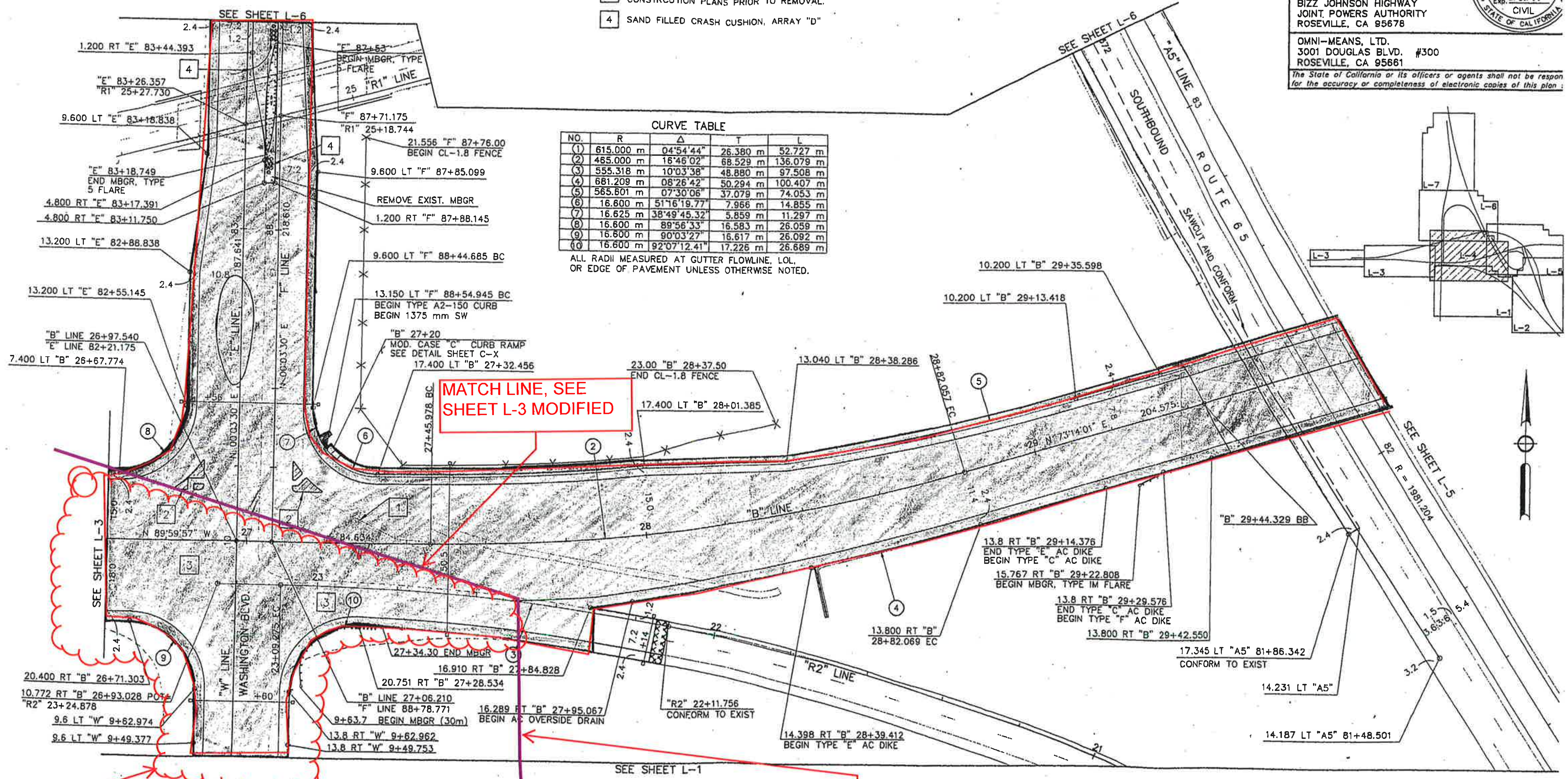
KEYED NOTES

1. REMOVE EXIST FENCE.
2. REFER TO CONSTRUCTION DETAILS
3. REMOVE EXISTING AC PAVING. SEE STAGE CONSTRCUTION PLANS PRIOR TO REMOVAL.
4. SAND FILLED CRASH CUSHION, ARRAY "D"

CURVE TABLE

NO.	R	Δ	T	L
1	615.000 m	04°54'44"	26.380 m	52.727 m
2	465.000 m	16°46'02"	68.529 m	136.079 m
3	555.318 m	10°03'38"	48.880 m	97.508 m
4	681.209 m	08°26'42"	50.294 m	100.407 m
5	565.601 m	07°30'06"	37.079 m	74.053 m
6	16.600 m	51°16'19.77"	7.966 m	14.855 m
7	16.625 m	38°49'45.32"	5.859 m	11.297 m
8	16.600 m	89°56'33"	16.583 m	26.059 m
9	16.600 m	90°03'27"	16.617 m	26.092 m
10	16.600 m	92°07'12.41"	17.226 m	26.689 m

ALL RADII MEASURED AT GUTTER FLOWLINE, LOL, OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.



AREA TO BE MAINTAINED BY ROSEVILLE

FOR COMPLETE RIGHT OF WAY AND ACCESS ACCESS DATA, SEE RIGHT OF WAY RECORD MAPS AT DISTRICT OFFICE.

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

EXHIBIT A

LAYOUT
1:500

L-4

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans
DESIGN OVERSIGHT B. D. CAPAUL
CALCULATED/DESIGNED BY
CHECKED BY
REVISED BY
DATE REVISED

DIST	COUNTY	ROUTE	KILOMETER POST TOTAL PROJECT	SHEET No	TOTAL SHEETS
03	Pla	65	12.5/13.7	—	—

Caltrans Metric

REGISTERED CIVIL ENGINEER DATE

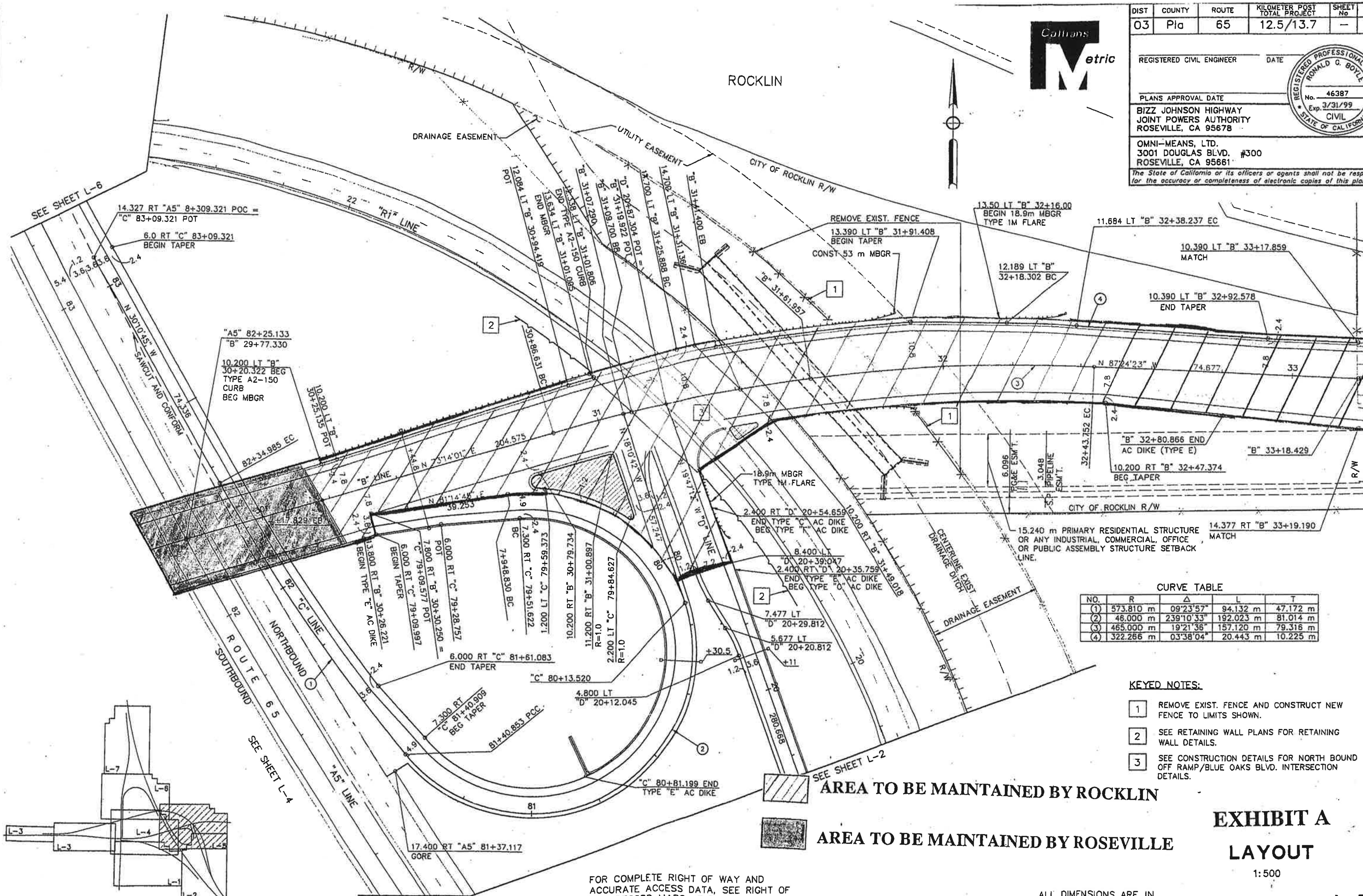
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER RONALD G. BOYLE No. 46387 Exp. 3/31/99 CIVIL STATE OF CALIFORNIA

BIZZ JOHNSON HIGHWAY
JOINT POWERS AUTHORITY
ROSEVILLE, CA 95678

OMNI-MEANS, LTD.
3001 DOUGLAS BLVD. #300
ROSEVILLE, CA 95661

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet



AREA TO BE MAINTAINED BY ROCKLIN

AREA TO BE MAINTAINED BY ROSEVILLE

CURVE TABLE

NO.	R	Δ	L	T
1	573.810 m	09°23'57"	94.132 m	47.172 m
2	46.000 m	239°10'33"	192.023 m	81.014 m
3	465.000 m	19°21'36"	157.120 m	79.316 m
4	322.266 m	03°38'04"	20.443 m	10.225 m

KEYED NOTES:

1. REMOVE EXIST. FENCE AND CONSTRUCT NEW FENCE TO LIMITS SHOWN.
2. SEE RETAINING WALL PLANS FOR RETAINING WALL DETAILS.
3. SEE CONSTRUCTION DETAILS FOR NORTH BOUND OFF RAMP/BLUE OAKS BLVD. INTERSECTION DETAILS.

EXHIBIT A

LAYOUT

1:500

FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA, SEE RIGHT OF WAY RECORD MAPS AT DISTRICT OFFICE.

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

L-5

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

DESIGN OVERSIGHT B. D. CAPAUL

CALCULATED/DESIGNED BY | CHECKED BY | DATE | REVISED BY | DATE REVISED

FOR REDUCED PLANS ORIGINAL SCALE IS IN MILLIMETERS

DRAWN BY: C. NEWTON

COUNCIL COMMUNICATION

CC #: 9564
File #: 0201 & 0201-01

Title:	Fiscal Year 2017-18 Year End Budget Adjustments
Contact:	Scott Pettingell 916-746-1306 spettingell@roseville.ca.us

Meeting Date: 10/17/2018
Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance approving the attached Fiscal Year (FY) 2017-18 year-end budget adjustments.

BACKGROUND

Subsequent to the end of the fiscal year, the Finance Department evaluates the budget to ensure compliance with the annual budget ordinance (Ordinance No. 5842). This evaluation identified fifteen budget adjustments that require City Council action.

FISCAL IMPACT

A summary of the recommended budget adjustments is provided in Attachment 1. The adjustments are recommended to ensure that: 1) transfers and reimbursements reflect approved funding allocations; 2) unnecessary funds are closed; and 3) funds are accounted for in the proper org key and object code.

The net impact of the adjustments on General Fund available resources is an increase of $703,000. This increase is primarily due to a $587,000 adjustment to the transfer from the Municipal Services Community Facilities District 3 to the General Fund resulting from a greater than anticipated number of permits pulled within the district.

In December, the Finance Department will return to City Council with a comprehensive summary of FY2017-18 year-end results.

ECONOMIC DEVELOPMENT / JOBS CREATED

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

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Scott Pettingell, Budget Manager

Dennis Kauffman, Finance Director

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6019

Attachment 1 - Summary of Budget Adjustments

Fiscal Year 2017-18 Year End Budget Adjustment

ORDINANCE NO. 6019

AN ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FY2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY COUNCIL OF THE CITY OF ROSEVILLE DOES ORDAIN AS FOLLOWS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2017-18, is hereby amended by transferring an additional appropriation to and from the activities indicated below:

Year-End Budget Adjustments, as listed on attached list.

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 conspicuous locations in the City and shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

____
MAYOR

ATTEST:

____
City Clerk

Attachment 1
Summary of Budget Adjustments

Item	Description	Fund	Revenue/ Transfer In	Expenditure/ Transfer Out	Increase/ (Decrease) Fund Balance
1	Increase expense budget in the HP Campus Oaks CFD 1, Villages at Sierra Vista CFD 1, Longmeadow CFD 1, and Fountains CFD 1 and to fund higher than anticipated administrative costs. There are adequate funds available to cover the expenses in each district's respective fund balance.	Agency (700)	$ -	$ 2,920	$ (2,920)
2	Increase expense budgets in the Johnson Ranch LLD/Zone E, Olympus Pointe LLD/Zone D, Municipal Services CFD 3 to fund greater than anticipated expenditures. There are adequate funds available to cover expenses in each districts respective fund balance.	Landscape & Lighting (200)	$ -	$ 9,018	$ (9,018)
3	Increase revenue budget in the Municipal Services CFD 3 and transfer funding to the General Fund (100) and Transit Fund (440) balances.	General (100)	$ 586,763	$ -	$ 586,763
		Landscape & Lighting (200)	$ 130,650	$ 589,731	$ (459,081)
		Transit (440)	$ 2,968	$ -	$ 2,968
		Subtotal:	**$ 720,381**	**$ 589,731**	**$ 130,650**
4	Transfer remaining funds from the Merchant Parking Fund (600) to the General Fund (100) and from the Golf Improvement Fund (452) to the Diamond Oaks Golf Fund (450).	General (100)	$ 8,970	$ -	$ 8,970
		Merchant Parking (600)	$ -	$ 8,970	$ (8,970)
		Diamond Oaks Golf (450)	$ 28,420		$ 28,420
		Golf Improvement (452)	$ -	$ 28,420	$ (28,420)
		Subtotal:	**$ 37,390**	**$ 37,390**	**$ -**
5	Increase property tax revenue and expense budgets to properly account for County administrative fees as an expense.	General (100)	$ 552,356	$ 552,356	$ -
6	Increase Adventure Club expense budgets to fund greater than anticipated professional services expenditures. There are adequate program revenues to fund this increase.	Youth Development (401)	$ 47,000	$ 47,000	$ -
7	Adjust transfers related to IT Infrastructure funded in the IT Rehabilitation project.	Transit Fund (440)	$ -	$ 4,771	$ (4,771)
		Solid Waste Operations (460)	$ -	$ 8,732	$ (8,732)
		Wastewater Rehab (474)	$ -	$ 7,247	$ (7,247)
		Water Rehab (482)	$ -	$ 4,135	$ (4,135)
		Electric (491)	$ -	$ 9,165	$ (9,165)
		IT Replacement (521)	$ 34,050	$ -	$ 34,050
		Subtotal:	**$ 34,050**	**$ 34,050**	**$ -**
8	Adjust reimbursements for Utility Billing & Services (Field) based on approved allocations.	Solid Waste Operations (460)		$ (85,940)	$ 85,940
		Waste Water Operations (470)		$ (85,940)	$ 85,940
		Water Operations (480)		$ 171,880	$ (171,880)
		Subtotal:	**$ -**	**$ -**	**$ -**

Item	Description	Fund	Revenue/ Transfer In	Expenditure/ Transfer Out	Increase/ (Decrease) Fund Balance
9	Adjust reimbursements for Utility Billing & Services (Billing) based on approved allocations.	Solid Waste Operations (460)		$ 47,395	$ (47,395)
		Waste Water Operations (470)		$ 47,395	$ (47,395)
		Water Operations (480)		$ (94,790)	$ 94,790
		Subtotal:	**$ -**	**$ -**	**$ -**
10	Adjust reimbursements for Utility Billing & Services (Customer Service) based upon approved percentages.	Solid Waste Operations (460)		$ 38,545	$ (38,545)
		Waste Water Operations (470)		$ 38,545	$ (38,545)
		Water Operations (480)		$ (77,090)	$ 77,090
		Subtotal:	**$ -**	**$ -**	**$ -**
11	Adjust reimbursements for ADA Compliance Projects.	General (100)		$ (107,543)	$ 107,543
		CIP Rehab (310)		$ 107,543	$ (107,543)
		Subtotal:	**$ -**	**$ -**	**$ -**
12	Reclassify expense and revenue budgets to properly account for previously approved transfers and reimbursements for OPEB contribution, indirect cost plan and the closure of the Transit Project Fund (Ordinance 5945).	General (100)	$ -	$ -	$ -
		Misc. Special Revenue (299)	$ -	$ -	$ -
		Transit (440)	$ 260,000	$ (260,000)	$ 520,000
		Transit Project (442)	$ (260,000)	$ 260,000	$ (520,000)
		Other Post Emp Benefit (650)	$ -	$ -	$ -
		Subtotal:	**$ -**	**$ -**	**$ -**
13	Reclassify expense budget to properly account for previously approved appropriation of $625,000 for a recycled water feasibility evaluation (Ordinance 5936). This adjustment will not result in a net change in expenses because the budget is being moved between expense object codes within the same fund.	Wastewater Rehab (474)	$ -	$ -	$ -
14	Reclassify expense and revenue budgets to properly account for a previously approved transfer of $209,000 from the General Fund (100) to the General Capital Improvement Project (CIP) Rehabilitation Fund (310) for the 800MHz radio replacement project (Ordinance 5904). This adjustment will not result in a net change in expense and revenues because the budget is being moved between expense and revenue object codes.	General (100)	$ -	$ -	$ -
		CIP Rehab (310)	$ -	$ -	$ -
		Subtotal:	**$ -**	**$ -**	**$ -**
15	Adjust revenue and expense budgets related to the Stoneridge and Crocker Ranch Community Facilities Districts according to bond debt service schedules.	RFA Debt Service (272)	$ 1,098,561	$ 1,098,561	$ -
		Total:	**$ 1,391,177**	**$ 1,272,465**	**$ 118,712**

Budget Adjustments by Fund

Fund	Revenue/ Transfer In)	Expenditure/ Transfer Out	Increase/ (Decrease) Fund Balance
General (100)	$ 1,148,089	$ 444,813	$ 703,276
Landscape & Lighting (200)	$ 130,650	$ 598,749	$ (468,099)
RFA Debt Service (272)	$ 1,098,561	$ 1,098,561	$ -
Misc. Special Revenue (299)	$ -	$ -	$ -
CIP Rehab (310)	$ -	$ 107,543	$ (107,543)
Youth Development (401)	$ 47,000	$ 47,000	$ -
Transit (440)	$ 262,968	$ (255,229)	$ 518,197
Transit Project (442)	$ (260,000)	$ 260,000	$ (520,000)
Diamond Oaks (450)	$ 28,420	$ -	$ 28,420
Golf Improvement Fund (452)	$ -	$ 28,420	$ (28,420)
Solid Waste Operations (460)	$ -	$ 8,732	$ (8,732)
Wastewater Rehab Fund (474)	$ -	$ 7,247	$ (7,247)
Water Operations (480)	$ -	$ -	$ -
Water Rehab Fund (482)	$ -	$ 4,135	$ (4,135)
Electric Fund (490/491)	$ -	$ 9,165	$ (9,165)
IT Replacement Fund (521)	$ 34,050	$ -	$ 34,050
Merchant Parking Fund (600)	$ -	$ 8,970	$ (8,970)
Other Post Emp Benefit (650)	$ -	$ -	$ -
Agency (700)	$ -	$ 2,920	$ (2,920)
Total:	**$ 2,489,738**	**$ 2,371,026**	**$ 118,712**

CITY OF ROSEVILLE CALIFORNIA

REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. If you have questions or need assistance preparing this form, please contact the budget team @ BudgetTeam@roseville.ca.us

REQUESTER NAME & TITLE: Scott Pettingell, Budget Manager

DEPARTMENT/DIVISION: Finance/Budget

FISCAL YEAR: FY2018 EFFECTIVE DATE:

PROPOSED COUNCIL DATE (if applicable): 10/17/2018

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

1 USE OF FUNDS

Amount	Account GL Org Key	Account GL Object	Account Fund	Account JL Project	Account JL Activity	Account Title/Description
$ 558	00733	8145	700			Other Fees/Continuing Disclosure Fee
$ 9	00739	5998	700			Miscellaneous/Document Recording fee
$ 261	00755	8145	700			Other Fees/Continuing Disclosure Fee
$ 2,092	00759	8145	700			Other Fees/Continuing Disclosure Fee
$ (558)	00733		700			Available Resources
$ (9)	00739		700			Available Resources
$ (261)	00755		700			Available Resources
$ (2,092)	00759		700			Available Resources
$ -	TOTAL					

SOURCE OF FUNDS

Amount	Account GL Org Key	Account GL Object	Account Fund	Account JL Project	Account JL Activity	Account Title/Description
$ -	TOTAL					

Justification:

Staff recommends that the City Council approve a budget adjustment to fund higher than anticipated administrative costs in the HP Campus Oaks CFD 1 (Org Key 00733), Villages at Sierra Vista CFD 1 (Org Key 00739), Longmeadow CFD 1 (Org Key 00755), and Fountains CFD 1 (Org Key 00759). There are adequate funds available to cover the expenses in each district's respective fund balance.

2 USE OF FUNDS

Amount	Account GL Org Key	Account GL Object	Account Fund	Account JL Project	Account JL Activity	Account Title/Description
$ 31	00688	5700	200			Other Fees/Legal notice for public hearing
$ 69	00681	5341	200			Landscape/Olympus Pointe LLD, Zone D-Contract Maintenance Landscaping
$ 8,918	00777	5998	200			Miscellaneous/Refund levy overpayment
$ (69)	00681		200			Available Resources/Decrease
$ (31)	00688		200			Available Resources/Decrease
$ (8,918)	00777		200			Available Resources/Decrease
$ -	TOTAL					

SOURCE OF FUNDS

Amount	Account GL Org Key	Account GL Object	Account Fund	Account JL Project	Account JL Activity	Account Title/Description
$ -	TOTAL					

Justification:

Staff recommends that the City Council approve the following budget adjustments to fund greater than anticipated expenditures:
1) Johnson Ranch LLD/Zone E (Org Key 00688) - Increase budget by $31 for public hearing notices.
2) Olympus Pointe LLD/Zone D (Org Key 00681) - Increase budget by $69 for contract maintenance.
3) Municipal Services CFD 3 (Org Key 00777) - Increase budget by $8,918 for a refund due to a miscalculation of the levy.

There are adequate funds available to cover the expenses in each district's respective fund balances.

3 **USE OF FUNDS**

Amount	Account					Account Title/Description
	GL		Fund	JL		
	Org Key	Object		Project	Activity	
$ 586,763	00777	8900	200			Transfer Out
$ 2,968	00777	8900	200			Transfer Out
$ (459,081)			200			Available Resources/Decrease
$ 586,763			100			Available Resources/Increase
$ 2,968			440			Available Resources/Increase
$ 720,381	**TOTAL**					

SOURCE OF FUNDS

Amount	Account					Account Title/Description
	GL		Fund	JL		
	Org Key	Object		Project	Activity	
$ 130,650	00777	3090	200			Special Assessments
$ 586,763	00100	3900	100			Transfer In
$ 2,968	00444	3900	440			Transfer In
$ 720,381	**TOTAL**					

Justification:

The revenue related to Municipal Services CFD 3 was greater than anticipated. Staff recommends that the City Council approve a budget adjustment to increase the revenue budget in the CFD and transfer the funding to the General Fund (100) and Transit Fund (440) balances.

4 **USE OF FUNDS**

Amount	Account					Account Title/Description
	GL		Fund	JL		
	Org Key	Object		Project	Activity	
$ 8,970	00630	8900	600			Increase transfer out to General Fund
$ (8,970)			600			Available Funds/Decrease
$ 8,970			100			Available Funds/Increase
$ 28,420	00452	8900	452			Increase transfer out to Diamond Oaks Golf Fund
$ (28,420)			452			Available Funds/Decrease
$ 28,420			450			Available Funds/Increase
$ 37,390	**TOTAL**					

SOURCE OF FUNDS

Amount	Account					Account Title/Description
	GL		Fund	JL		
	Org Key	Object		Project	Activity	
$ 8,970	00100	3900	100			Increase transfer in from Merchant Parking Fund
$ 28,420	00450	3900	450			Increase transfer in from Golf Improvement Fund
$ 37,390	**TOTAL**					

Justification:

Staff recommends the transfer of remaining funds from the Merchant Parking Fund to the General Fund and from the Golf Improvement Fund to the Diamond Oaks Golf Fund. After the opening of the additional parking garage, permits are no longer being issued for Merchant Parking, therefore a separate fund is no longer necessary and the fund will be closed. After moving the Golf Funds to a special revenue fund, it is no longer appropriate to have an improvement fund for the two golf courses, instead maintenance will be accounted for in the individual Golf Funds.

5 **USE OF FUNDS**

Amount	Account					Account Title/Description
	GL		Fund	JL		
	Org Key	Object		Project	Activity	
$ 552,356	00100	5701	100			County Administrative Fees
$ 552,356	**TOTAL**					

SOURCE OF FUNDS

Amount	Account					Account Title/Description
	GL		Fund	JL		
	Org Key	Object		Project	Activity	
$ 552,356	00100	3001	100			Secured Taxes - Current
$ 552,356	**TOTAL**					

Justification:

The County of Placer charges a fee to recover the costs associated with administering property tax revenues (SB2557 Placer County Tax Administration Charge). This expense is currently netted against property tax revenues. Staff recommends that the City Council approve an adjustment to the property tax revenue budget to properly account for this fee as an expense.

6 **USE OF FUNDS**

Amount	Account					Account Title/Description
	GL		Fund	JL		
	Org Key	Object		Project	Activity	
$ 47,000	08541	5101	401			Professional Services
$ 47,000	**TOTAL**					

SOURCE OF FUNDS

Amount	Account					Account Title/Description
	GL		Fund	JL		
	Org Key	Object		Project	Activity	
$ 47,000	08541	3505	401			Recreation Program Revenues
$ 47,000	**TOTAL**					

Justification:

Staff recommends that the City Council approve an increase to the Adventure Club materials/services/supplies budget to fund greater than anticipated expenditures. There are adequate revenues available to fund this increase.

7 **USE OF FUNDS**

Amount	Account					Account Title/Description
	GL		Fund	JL		
	Org Key	Object		Project	Activity	
$ 4,771	00440	8902	440			Increase transfer out for IT Infrastructure
$ (4,771)			440			Available Funds/Decrease
$ 8,732	00463	8902	463			Increase transfer out for IT Infrastructure
$ (8,732)			463			Available Funds/Decrease
$ 7,247	00474	8902	474			Increase transfer out for IT Infrastructure
$ (7,247)			474			Available Funds/Decrease
$ 4,135	00482	8902	482			Increase transfer out for IT Infrastructure
$ (4,135)			482			Available Funds/Decrease
$ 9,165	00491	8902	491			Increase transfer out for IT Infrastructure
$ (9,165)			491			Available Funds/Decrease
$ 34,050			521			Available Funds/Increase
$ 34,050	**TOTAL**					

SOURCE OF FUNDS

Amount	Account					Account Title/Description
	GL		Fund	JL		
	Org Key	Object		Project	Activity	
$ 4,771	00521	3902	521			Increase transfer in for IT Infrastructure
$ 8,732	00521	3902	521			Increase transfer in for IT Infrastructure
$ 7,247	00521	3902	521			Increase transfer in for IT Infrastructure
$ 4,135	00521	3902	521			Increase transfer in for IT Infrastructure
$ 9,165	00521	3902	521			Increase transfer in for IT Infrastructure
$ 34,050	**TOTAL**					

Justification:

Staff recommends an adjustment to transfers related to IT Infrastructure funded in the IT Rehabilitation project. This adjustment aligns the transfer with approved funding allocations.

8	USE OF FUNDS						
	Amount	Account					Account Title/Description
		GL		Fund	JL		
		Org Key	Object		Project	Activity	
	$ (85,940)	00460	5800	460			Decrease reimb received for Utility Billing & Services - Field (480)
	$ 85,940			460			Available Resources/Increase
	$ (85,940)	00470	5800	470			Decrease reimb received for Utility Billing & Services - Field (480)
	$ 85,940			470			Available Resources/Increase
	$ 85,940	08481	5801	480			Decrease reimb charged for Utility Billing & Services - Field (460)
	$ 85,940	08481	5801	480			Decrease reimb charged for Utility Billing & Services - Field (470)
	$ (171,880)			480			Available Resources/Decrease
	$ -	TOTAL					

SOURCE OF FUNDS

Amount	Account					Account Title/Description
	GL		Fund	JL		
	Org Key	Object		Project	Activity	
$ -	TOTAL					

Justification:

Staff recommends a decrease of reimbursements for Utility Billing & Services - Field. This adjustment aligns the reimbursement with approved allocations.

9	USE OF FUNDS						
	Amount	Account					Account Title/Description
		GL		Fund	JL		
		Org Key	Object		Project	Activity	
	$ 47,395	00460	5800	460			Increase reimb received for Utility Billing & Services - Billing (480)
	$ (47,395)			460			Available Resources/Decrease
	$ 47,395	00470	5800	470			Increase reimb received for Utility Billing & Services - Billing (480)
	$ (47,395)			470			Available Resources/Decrease
	$ (47,395)	08482	5801	480			Increase reimb charged for Utility Billing & Services - Billing (460)
	$ (47,395)	08482	5801	480			Increase reimb charged for Utility Billing & Services - Billing (470)
	$ 94,790			480			Available Resources/Increase
	$ -	TOTAL					

SOURCE OF FUNDS

Amount	Account					Account Title/Description
	GL		Fund	JL		
	Org Key	Object		Project	Activity	
$ -	TOTAL					

Justification:

Staff recommends an increase of reimbursements for Utility Billing & Services - Billing. This adjustment aligns the reimbursement with approved percentages.

10 USE OF FUNDS

Amount	Account GL Org Key	Account GL Object	Account Fund	Account JL Project	Account JL Activity	Account Title/Description
$ 38,545	00460	5800	460			Increase reimb received for Utility Billing & Services - Customer Service (480)
$ (38,545)			460			Available Resources/Decrease
$ 38,545	00470	5800	470			Increase reimb received for Utility Billing & Services - Customer Service (480)
$ (38,545)			470			Available Resources/Decrease
$ (38,545)	08483	5801	480			Increase reimb charged for Utility Billing & Services - Customer Service (460)
$ (38,545)	08483	5801	480			Increase reimb charged for Utility Billing & Services - Customer Service (460)
$ 77,090			480			Available Resources/Increase
$ -	TOTAL					

SOURCE OF FUNDS

Amount	Account GL Org Key	Account GL Object	Account Fund	Account JL Project	Account JL Activity	Account Title/Description
$ -	TOTAL					

Justification:

Staff recommends an adjustment to reimbursements for Utility Billing & Services - Customer Service. This adjustment aligns the reimbursement with approved percentages.

11 USE OF FUNDS

Amount	Account GL Org Key	Account GL Object	Account Fund	Account JL Project	Account JL Activity	Account Title/Description
$ 107,543	00310	5800	310			Increase reimb received for ADA Compliance Projects (100)
$ (107,543)						Available Resources/Decrease
$ (107,543)	91005	5801	100			Increase reimb charged for ADA Compliance Projects (310)
$ 107,543						Available Resources/Increase
$ -	TOTAL					

SOURCE OF FUNDS

Amount	Account GL Org Key	Account GL Object	Account Fund	Account JL Project	Account JL Activity	Account Title/Description
$ -	TOTAL					

Justification:

Staff recommends an increase of reimbursements for ADA Compliance Projects. This adjustment aligns the reimbursement with approved percentages.

12 USE OF FUNDS

Amount	Org Key (GL)	Object (GL)	Fund	Project (JL)	Activity (JL)	Account Title/Description
$ 179,305	05053	5811	100			Reimbursed Indirect Cost - Received (Credit)
$ (179,305)	05050	5811	100			Reimbursed Indirect Cost - Received (Credit)
$ 284,738	05051	5811	100			Reimbursed Indirect Cost - Received (Credit)
$ (284,738)	05012	5811	100			Reimbursed Indirect Cost - Received (Credit)
$ 260,000	00442	8900	442			Transfer Out to Transit Fund
$ (260,000)	00440	8900	440			Transfer Out to Transit Project Fund
$ -	TOTAL					

SOURCE OF FUNDS

Amount	Org Key (GL)	Object (GL)	Fund	Project (JL)	Activity (JL)	Account Title/Description
$ (600,945)	03118	3900	650			Transfer In/OPEB Trust Fund
$ 600,945	00650	3900	650			Transfer In/OPEB Trust Fund
$ (524)	00299	3902	299			Transfer In-Capital/Cable TV PEG Fund
$ 524	01550	3902	299			Transfer In-Capital/Cable TV PEG Fund
$ (260,000)	00442	3900	442			Transfer In from Transit Fund
$ 260,000	00440	3900	440			Transfer In from Transit Project Fund
$ -	TOTAL					

Justification:

On March 21, 2018, the City Council approved a series of adjustments to the Fiscal Year 2017-18 budget (Ordinance 5945). Subsequent to City Council approval, staff identified six adjustments that utilized incorrect org keys or object codes. Staff recommends that the City Council approve a realignment of the budget to utilize the proper org keys or object codes.

13 USE OF FUNDS

Amount	Org Key (GL)	Object (GL)	Fund	Project (JL)	Activity (JL)	Account Title/Description
$ 625,000	31513	5101	474	812001	32	Professional Services
$ (625,000)	30503	5101	474	812001	32	Professional Services
$ -	TOTAL					

SOURCE OF FUNDS

Amount	Org Key (GL)	Object (GL)	Fund	Project (JL)	Activity (JL)	Account Title/Description
$ -	TOTAL					

Justification:

On February 21, 2018, the City Council approved a budget adjustment of $625,000 for a recycled water feasibility evaluation (Ordinance 5936). Subsequent to City Council approval, staff identified that the adjustment utilized an incorrect org key. Staff recommends that the City Council approve an adjustment to the budget to utilize the proper org key.

14 USE OF FUNDS

Amount	Org Key (GL)	Object (GL)	Fund	Project (JL)	Activity (JL)	Account Title/Description
$ 209,000	00100	8902	100	169006		Transfer Out - Capital/Debt
$ (209,000)	00100	8900	100			Transfer Out
$ -	TOTAL					

SOURCE OF FUNDS

Amount	Org Key (GL)	Object (GL)	Fund	Project (JL)	Activity (JL)	Account Title/Description
$ 209,000	00310	3902	310	169006		Transfer In - Capital/Debt
$ (209,000)	00310	3900	310			Transfer In
$ -	TOTAL					

Justification:

The City Council approved a transfer of $209,000 from the General Fund (100) to the General Capital Improvement Project Rehabilitation Fund (310) for the 800MHz radio replacement project (Ordinance 5904). This adjustment utilized operating transfer accounts (3900/8900) rather than capital transfer accounts (3902/8902). Staff recommends that the City Council approve a realignment of the budget to utilize capital transfer accounts to properly account for this project.

15 USE OF FUNDS

Amount	Account					Account Title/Description
	GL		Fund	JL		
	Org Key	Object		Project	Activity	
$ 896,635	09915	8101	272			Debt Service Interest for 2017A RFA Bond
$ 201,926	09916	8101	272			Debt Service Interest for 2017B RFA Bond
$ 1,098,561	**TOTAL**					

SOURCE OF FUNDS

Amount	Account					Account Title/Description
	GL		Fund	JL		
	Org Key	Object		Project	Activity	
$ 896,635	09915	3110	272			Special Assessment Revenue Paid to RFA
$ 201,926	09916	3110	272			Special Assessment Revenue Paid to RFA
$ 1,098,561	**TOTAL**					

Justification:

Bonds related to the Stoneridge and Crocker Ranch community facilities districts were refunded through the RFA in FY2017-18. Staff recommends that the expense and revenue budgets be adjusted for interest payments funded by special assessment district revenues.

REQUIRED APPROVALS:

9/27/18	
REQUESTING DEPARTMENT HEAD / DESIGNEE	**DATE**
9/27/18	
BUDGET MANAGER / DESIGNEE	**DATE**
9/27/18	
FINANCE DIRECTOR / DESIGNEE	**DATE**
CITY MANAGER / DESIGNEE	**DATE**

COUNCIL COMMUNICATION

CC #: 9561
File #: 0201 & 0201-01

Title:	Fiscal Year 2018-19 Administrative Budget Adjustments
Contact:	Scott Pettingell 916-746-1306 spettingell@roseville.ca.us

Meeting Date: 10/17/2018
Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt an ordinance to approve the attached budget adjustments.

BACKGROUND

During FY2018-19 budget development, there was a charge in the capital equipment replacement internal service fund rate calculation that was placed into a CIP instead of an operating budget. This budget adjustment will move this $337 charge from the Flood Alert System CIP to its proper account.

Additionally, there were three funds identified for closure at the end of FY2017-18: Buckle-Up Baby, Merchant Parking Program, and Golf Improvement. These adjustments eliminate a transfer related to the Golf Improvement Fund and move budgeted interest revenue ($412 in the Buckle-Up Baby Fund and $140 in the Merchant Parking Program) to the General Fund.

FISCAL IMPACT

Approval of this item will result in a net positive impact of $115 to the General Fund ($552 increase in revenue and a $337 increase in expenses). There is a net zero impact to the Golf Operations Funds.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval of this item will not result in any new job creation.

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)). Budget adjustments do not include the potential for a significant environmental effect, and therefore are not subject to CEQA.

Respectfully Submitted,

Scott Pettingell, Budget Manager

Dennis Kauffman, Finance Director

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6017

Fiscal Year 2018-19 Administrative Budget Adjustment

ORDINANCE NO. 6017

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 to accommodate fiscal year 2018-19 administrative budget adjustments per the request of the Finance Department as listed on the attached Request for Budget Adjustment.

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

CITY OF ROSEVILLE CALIFORNIA

REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. If you have questions or need assistance preparing this form, please contact the budget team @ BudgetTeam@roseville.ca.us

REQUESTER NAME & TITLE: Scott Pettingell, Budget Manager

DEPARTMENT/DIVISION: Finance/Budget

FISCAL YEAR: FY2019 EFFECTIVE DATE:

PROPOSED COUNCIL DATE (if applicable): 10/17/2018

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

1 **Use of Funds:**

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
337	08335	5680	100			Move capital equip. replacement expense to Traffic Signals
(337)	20001	5680	100	152002		Reduce CIP expense (capital equip. replacement)
-	TOTAL					

Source of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
-	TOTAL					

Justification for Budget Adjustment:

This amount was erroneously budgeted to a CIP instead of an operating org key via the facility ISF rate calculation.

2 **Use of Funds:**

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
412			100			Available Balance - increase
(412)			299			Available Balance - decrease
-	TOTAL					

Source of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
412	00100	3101	100			Increase interest revenue for General Fund
(412)	00614	3101	299			Reduce interest revenue for Buckle-Up Baby Fund
-	TOTAL					

Justification for Budget Adjustment:

This adjustment reduces the total budget for Fund 00612 (Buckle-Up Baby). Since this fund is being closed as of 6/30/18, the interest budgeted in FY2018-19 is being moved to General Fund available resources.

3 **Use of Funds:**

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
140			100			Available Balance - increase
(140)			600			Available Balance - decrease
-	TOTAL					

Source of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
140	00100	3101	100			Increase interest revenue for General Fund
(140)	00630	3101	600			Reduce interest revenue for the Merchant Parking Program
-	TOTAL					

Justification for Budget Adjustment:

This adjustment reduces the total budget for Fund 00630 (Merchant Parking Program). Since this fund is closing as of 6/30/18, the interest budgeted in FY2018-19 is being moved to General Fund available resources.

4 **Use of Funds:**

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
(10,000)	00450	8902	450			Reduce transfer out to Fund 452 (Golf Improvement)
(10,000)	50503	6130	452	085501	45	Reduce expense for Woodcreek CIP
10,000	08572	5330	451			Move expense from 452-065501 to Woodcreek Ops
(10,000)	00451	8902	451			Reduce transfer out to Fund 452 (Golf Improvement)
(10,000)	50503	6130	452	065501	45	Reduce expense for Diamond Oaks CIP
10,000	08571	5330	450			Move expense from 452-085501 to Diamond Oaks Ops
(20,000)	**TOTAL**					

Source of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
(10,000)	00452	3902	452			Reduce transfer in from Fund 450 (Diamond Oaks)
(10,000)	00452	3902	452			Reduce transfer in from Fund 451 (Woodcreek)
(20,000)	**TOTAL**					

Justification for Budget Adjustment:

This adjustment reduces the total budget for Fund 452 (Golf Improvement). Since this fund is closing as of 6/30/18, the planned FY2018-19 expenses are being moved to the Golf Course Operations Funds.

REQUIRED APPROVALS:

Dan W. K[illegible]	9/27/18
REQUESTING DEPARTMENT HEAD / DESIGNEE	**DATE**
S[illegible]	9/27/18
BUDGET MANAGER / DESIGNEE	**DATE**
Dan W. K[illegible]	9/27/18
FINANCE DIRECTOR / DESIGNEE	**DATE**
CITY MANAGER / DESIGNEE	**DATE**

COUNCIL COMMUNICATION

CC #: 9562
File #: 0113-02 & 0201-01

Title:	Fiscal Year 2018-19 Community Development Block Grant Budget Adjustment
Contact:	Melissa Hagan 916-774-5476 mhagan@roseville.ca.us

Meeting Date: 10/17/2018
Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt the attached budget adjustment in the amount of $236,354 to:

- Realign the approved Community Development Block Grant (CDBG) budget with the federal allocation and City Council funding approvals; and
- Approve revenue increases in the amount of $236,354 including unspent CDBG carryover funding.

BACKGROUND

The City of Roseville became a CDBG entitlement jurisdiction in 1986. These annual grants fund housing activities, public facilities and improvements,public services and program administration. The annual grant funding is allocated through the federal Department of Housing and Urban Development (HUD) and is subject to the federal budgeting process.

In June of 2018, Council approved a budget for CDBG in the amount of $590,000 for the entitlement grant and another $700,000 to be included as carryover funding, for a total budget of $1,290,000. This budget was developed in early 2018 as an estimate based on prior year spending, anticipated carryover, and repayments and savings in available funds.

In May 2018, HUD awarded the City of Roseville $661,236 as our entitlement grant for fiscal year 2019 and at the end of the fiscal year additional carryover funds were identified through loan repayments and project savings. Due to the timing of the official award notice from HUD and the deadline for the final budget input, the final CDBG award and specific project line items were unable to be included. Additionally, as in previous years, there is usually entitlement funding available that was not spent in the previous year.

Staff completed an analysis at year-end and determined that $430,157 of council-approved expenditures (FY2018) can be re-budgeted or carried over into the 2018-19 fiscal year. The uncommitted funding of $417,390 from prior program years can be used on City improvement projects that benefit low income neighborhoods and populations, like accessibility improvements, affordable housing development, or other program-permitted rehabilitation and public projects.

These funds cannot be used for public services or administrative costs that have 15% and 20% caps respectively. Recommendations on future use of uncommitted funds will return to the City Council at an upcoming meeting.

Staff is looking at using these funds on core area improvements, some potential public facilities projects, and other qualified activities. With the official entitlement award and completion of the analysis to determine the carryover and uncommitted funding, a budget adjustment is being brought to Council for adoption at the line item detail level shown in Attachments 1 and 2. Specifically, for the realignment of the FY2018-19 budget, the net change in expenditures is an increase of $236,354 and the net change in revenues is $236,354.

Table 1 and Table 2 below summarize the adopted budget, the realigned budget and the changes proposed in this request. The budget item detail is included in Attachment 2.

Table 1 - PROPOSED NET CHANGES TO ADOPTED BUDGET - EXPENDITURES

CATEGORY	ADMIN, PUBLIC FACILITIES & PUBLIC SERVICES	ADOPTED BUDGET	REVISED BUDGET	PROPOSED CHANGE
	MISC PLACEHOLDER FOR EXPENSES	1,174,697		
	MISC-REVERSE FOR NEW BUDGET			(1,174,697)
ALL	AVAILABLE TO FUND (PY ENTITLEMENTS)		488,239	488,239
ADMIN	SECONDARY LABOR	115,303	115,303	-
ADMIN	PROFESSIONAL SERVICES		25,155	25,155
ADMIN	ADVERTISING		3,000	3,000
ADMIN	COPY/BINDING/PRINTING		200	200
ADMIN	OFFICE SUPPLIES		100	100
ADMIN	POSTAGE		100	100
ADMIN	SOFTWARE		4,240	4,240
ADMIN	TRAINING & PROFESSIONAL DEVEL		1,800	1,800
PUB FACILITIES	2018-ST VINCENT FOOD LOCKER		11,214	11,214
PUB FACILITIES	2018-META HOUSING		483,503	483,503
PUB FACILITIES	2018-REHAB PROJECTS		275,000	275,000
PUB SERVICES	2018-RSVL HOMESTART HVAC REPLACE		13,500	13,500
PUB SERVICES	2018 - SENIORS FIRST - MEALS		15,000	15,000
PUB SERVICES	2018-AMIH HOUSING SUPPORT		15,000	15,000
PUB SERVICES	2018-GATHERING INN (OVERNIGHT SHELTER)		15,000	15,000
PUB SERVICES	2018-GATHERING INN CLINICIAN		15,000	15,000
PUB SERVICES	2018-KIDSFIRST		15,000	15,000
PUB SERVICES	2018-ST VINCENT BAGS		15,000	15,000
PUB SERVICES	2018-STANDUP PLACER		15,000	15,000
	TOTAL EXPENDITURES	$1,290,000	$1,526,354	**$236,354**

FISCAL IMPACT

CDBG funding is provided as a federal grant to the City of Roseville. These grants are used to offset costs to the General Fund. This budget adjustment has no negative impact on the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

The Council of Economic Advisers (CEA), a three-member council that analyzes and interprets economic developments and advises the White House on national economic policy, purports that total employment not only includes direct and indirect jobs, but also induced jobs. CEA estimates that total employment is increased by one job-year (one job for one year) for every $92,000 in direct government spending. Since this budget adjustment is for carryover funding and re-alignment of the adopted budget, the job-years were already calculated for the CDBG funding when this item originally went to Council.

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 Section 15061(b)(3)). This budget adjustment does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Melissa Hagan, Administrative Analyst

Laura Matteoli, Economic Development Director

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6018

Attachment 1- FY19 CDBG Budget Adjustment-(signed)

Attachment 2- FY19 CDBG Budget Item Detail

ORDINANCE NO. 6018

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 uncommitted FY2017-18 CDBG funds, per request of the Economic Development Department, as listed on the attached Request for Budget Adjustment totaling $236,354.00.

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

CITY OF ROSEVILLE CALIFORNIA

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*: Melissa Hagan

DEPARTMENT/DIVISION*: Economic Development/Housing

FISCAL YEAR/EFFECTIVE DATE*: FY2018-19

PROPOSED COUNCIL DATE (if applicable): 10/17/2018

USE OF FUNDS*

AMOUNT*	ACCOUNT NUMBER GL ORG KEY*	OBJECT*	FUND*	JL PROJECT	ACTIVITY	Account Title/Activity Description*
236,354	08115		260			See attached.
$ 236,354	TOTAL					

SOURCE OF FUNDS*

AMOUNT*	ACCOUNT NUMBER GL ORG KEY	OBJECT	FUND*	JL PROJECT	ACTIVITY	Account Title/Activity Description*
236,354	00260	3715	260			See attached.
$ 236,354	TOTAL					

FINANCE USE

Approved: [signature] 9/25/18 BUDGET MANAGER/DESIGNEE DATE [signature] 9/25/18 Finance Director Date

Justification for Budget Adjustment*:

Adopted Budget was approved in June 2018 before total award was known and individual line items could be determined. This budget adjustment reverses the amounts that were allocated to Misc and allocates the award to specific revenue and expenditure line items.

Approved: Laura Matteoli 9/24/18 REQUESTING DEPARTMENT HEAD / DESIGNEE DATE

Approved: CITY MANAGER DATE

Revised 6/2016

CDBG FY2018-19 BUDGET ADJUSTMENT

USE OF FUNDS

Amount	GL Org Key	GL Object	Fund	JL Project	JL Activity	Description
$ (1,174,697)	08115	5998	260			REVERSE CURRENT EXPENSE BUDGET
$ 488,239	08115	5998	260			AVAILABLE TO COMMIT TO ACTIVITIES
$ -	08115	5650	260			SECONDARY LABOR - NO CHANGE
$ 25,155	08115	5101	260			PROFESSIONAL SERVICES
$ 3,000	08115	5115	260			ADVERTISING
$ 200	08115	5120	260			COPY/BINDING/PRINTING
$ 100	08115	5200	260			OFFICE SUPPLIES
$ 100	08115	5205	260			POSTAGE
$ 4,240	08115	5210	260			SOFTWARE
$ 1,800	08115	5505	260			TRAINING & PROFESSIONAL DEVEL
$ 11,214	08115	5910	260			2018-ST VINCENT FOOD LOCKER
$ 483,503	08115	5910	260			2018-META HOUSING
$ 275,000	08115	5910	260			2018-REHAB PROJECTS
$ 13,500	08115	5930	260			2018-ROSEVILLE HOMESTART HVAC REPLACEMENT
$ 15,000	08115	5916	260			2018 - SENIORS FIRST - MEALS
$ 15,000	08115	5916	260			2018-AMIH HOUSING SUPPORT
$ 15,000	08115	5916	260			2018-GATHERING INN (OVERNIGHT SHELTER)
$ 15,000	08115	5916	260			2018-GATHERING INN CLINICIAN
$ 15,000	08115	5916	260			2018-KIDSFIRST
$ 15,000	08115	5916	260			2018-ST VINCENT BAGS
$ 15,000	08115	5916	260			2018-STANDUP PLACER
$ 236,354	**TOTAL**					

SOURCE OF FUNDS

Amount	GL Org Key	GL Object	Fund	JL Project	JL Activity	Description
$ (1,290,000)	00260	3715	260			REVERSE CURRENT REVENUE BUDGET
$ 528,989	00260	3715	260			HUD ENTITLEMENT FOR FY18-PROGRAMS
$ 132,247	00260	3715	260			HUD ENTITLEMENT FOR FY18 - ADMIN
$ 419,677	00260	3715	260			HUD 2017 CARRYOVER AVAILABLE FUNDS TO DRAW
$ 445,441	00260	3715	260			HUD AVAILABLE TO COMMIT TO ACTIVITIES
$ 236,354	**TOTAL**					

CDBG BUDGET ITEM DETAIL
FY2018-19

Amount	Key	Object	Fund	Object Code Description	BID Description	BID Justification
25,155	08115	5101	260	PROFESSIONAL SERVICES	2018 - ADMIN - ZOOMGRANTS	2018 SUBSCRIPTION AND PROGRAM FEE
3,000	08115	5115	260	ADVERTISING	2018 - ADMIN-ADVERTISING	PUBLIC NOTICING
200	08115	5120	260	COPY/BINDING/PRINTING	2018 - ADMIN-COPY/BINDING/PRINTING	BUSINESS CARDS
100	08115	5200	260	OFFICE SUPPLIES	2018 - ADMIN-OFFICE SUPPLIES	MISC OFFICE SUPPLIES
100	08115	5205	260	POSTAGE	2018 - ADMIN-POSTAGE	POSTAGE FOR MAILING DOCUMENTS
4,240	08115	5210	260	SOFTWARE	2018 - ADOBE, ZOOMGRANTS	SOFTWARE
1,800	08115	5505	260	TRAVEL & TRAINING	2018 - ADMIN-HUD TRAINING	HUD TRAINING - OUT OF STATE (1 EMP) "BASICALLY CDBG"
13,500	08115	5930	260	PUBLIC FACILITIES-DEF LOANS	2018-ROSEVILLE HOMESTART	HVAC REPLACEMENT IN REHAB
11,214	08115	5910	260	PUBLIC FACILTIES-DEF LOANS	2018-ST VINCENT	FROZEN FOOD LOCKER
483,503	08115	5910	260	PUBLIC FACILITIES-DEF LOANS	2018-META HOUSING	MAIN STREET PLAZA APTS CURRENT YEAR FUNDING AND PRIOR UNSPENT
275,000	08115	5910	260	PUBLIC FACILITIES-DEF LOANS	2018-REHAB PROJECTS	HOMEOWNER REHAB PROJECTS
15,000	08115	5916	260	PUBLIC SERVICE GRANTS	2018 - SENIORS FIRST - MEALS	MEALS ON WHEELS
15,000	08115	5916	260	PUBLIC SERVICE GRANTS	2018-AMIH HOUSING SUPPORT	MAUREEN'S HOUSE
15,000	08115	5916	260	PUBLIC SERVICE GRANTS	2018-GATHERING INN (OVERNIGHT SHELTER)	EMERGENCY OVERNIGHT HOMELESS SHELTER SUPPORT
15,000	08115	5916	260	PUBLIC SERVICE GRANTS	2018-GATHERING INN CLINICIAN	MENTAL HEALTH CLINICIAN SUPPORT
15,000	08115	5916	260	PUBLIC SERVICE GRANTS	2018-KIDSFIRST	FAMILY MENTAL WELLNESS SUPPORT
15,000	08115	5916	260	PUBLIC SERVICE GRANTS	2018-ST VINCENT BAGS	HOME DELIVERY OF GROCERIES FROM FOOD LOCKER
15,000	08115	5916	260	PUBLIC SERVICE GRANTS	2018-STANDUP PLACER	ROSEVILLE VICTIMS SERVICES PROGRAM
488,239	08115	5916	260	PUBLIC SERVICE GRANTS	PRIOR YEAR UNCOMMITED ACTIVITIES	CDBG FUNDING FROM PRIOR YEARS TO COMMIT TO ACTIVITIES
(1,174,697)	08115	5998	260	MISCELLANEOUS	PLACEHOLDER FOR ANTICIPATED EXPENDITURES	REDUCE ESTIMATED EXPENDITURES TO REALIGN BUDGET
$236,354	**TOTAL**					

SOURCE OF FUNDS

661,236	00260	3715	260	CDBG REVENUE	2018-CDBG ENTITLEMENT FROM HUD TO DRAW	FINAL ENTITLEMENT GRANT
419,677	00260	3715	260	CDBG REVENUE	2017 CDBG CARRYOVER REVENUES TO DRAW	AVAILBLE FUNDING TO DRAW FOR 2017 PROG YEAR ACTIVITIES
445,441	00260	3715	260	CDBG REVENUE	CDBG CARRYOVER REVENUES TO DRAW-UNCOMMITTED	AVAILBLE FUNDING TO DRAW FOR 2015 PROG YEAR ACTIVITIES
(1,290,000)	00260	3715	260	CDBG REVENUE	PLACEHOLDER FOR ANTICIPATED REVENUES	REDUCE ESTIMATED REVENUES TO RE-ALIGN BUDGET
$236,354	**TOTAL**					

COUNCIL COMMUNICATION

CC #: 9567
File #: 0900-02-02-1 & 0201-01

Title:	Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements Project - Professional Design Services Agreement Amendment and Budget Adjustment
Contact:	Todd Jordan 916-746-1829 tjordan@roseville.ca.us

Meeting Date: 10/17/2018
Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a first amendment to professional design services agreement with Brown and Caldwell for the Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements Project and authorize the City Manager to execute it on behalf of the City of Roseville.

Additionally, staff recommends that City Council adopt an ordinance approving a budget adjustment to transfer $467,853.00 from the Wastewater Rehabilitation Fund to the Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements Project. This amount will fund design and construction period services for the project, which is currently under construction.

BACKGROUND

Brown and Caldwell is the engineer of record for the Nitrate Reduction Improvements Project, which is currently under construction. They are also providing construction management and engineering services during construction. The proposed first amendment to Brown and Caldwell's professional design services agreement includes additional construction period services and professional design services. Proposed costs for this amendment are summarized below:

Task Description	Task Cost	Percent of Amendment Total
310-Pipe support design	$ 25,107	5
320-Resident engineer and inspection services	$207,742	44
330-12kV electrical drawing as-builts	$ 7,560	2
500-Influent piping modifications	$ 40,265	9
520-Barscreen influent pipe modifications	$ 60,414	13
600-Additional PLC programming and network modifications	$126,765	27

Total	$467,853	-

Four of the tasks are related directly to the construction project elements.

- 310 – Pipe support design: During construction contract negotiations, the responsibility of piping support design elements were transferred from the contractor to Brown and Caldwell to expedite the project schedule.
- 320 – Resident engineer and inspection services: The effort to complete this task was underestimated and additional hours are required to complete the project.
- 330 – 12kV electrical as-builts: During construction, staff identified that the as-built information for the 12kV electrical system affected by the project was not accurate.
- 600 – Additional PLC programming and network modifications: The effort to complete these tasks was underestimated and additional hours are required to complete programming tasks.

Two of the tasks are related to critical rehab projects identified in a recent condition assessment project performed by Brown and Caldwell.

- 500 – Influent piping modifications: The influent overflow system is limited on the volume of flow that can be diverted to the storage ponds during a storm event. The proposed modifications would allow staff to divert pumped flow to the ponds and utilize their full design volume.
- 520 – Barscreen influent pipe modifications: The crown of the single influent pipeline to the plant has significant corrosion and needs to be rehabilitated to ensure its structural capacity and extend the life of the asset.

Under their current contract with the City, Brown and Caldwell has satisfactorily completed the design and is providing good construction services for the Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements Project. They've also satisfactorily completed the condition assessment work for both the wastewater treatment plants. Through their work on the construction project at Dry Creek, and the condition assessment of the plant, Brown and Caldwell is uniquely suited to competently and efficiently perform the Amendment 1 tasks.

FISCAL IMPACT

If approved, the aforementioned budget adjustment will transfer $467,853.00 from the Wastewater Rehabilitation Fund (474) to the Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements Project (163509), which will provide funds for design and construction period services for the project, which is currently under construction. The total cost of the Brown and Caldwell amendment will not exceed $467,853.00. The remainder of the Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements Project funds will be used toward the design and construction period services for the project. There is no impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The adoption of the Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements Project amendment does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Todd Jordan, Senior Engineer

Richard Plecker, Environmental Utilities Director

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-419

Professional Design Services Agreement Amendment

Ordinance No. 6020

RESOLUTION NO. 18-419

APPROVING A FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND BROWN AND CALDWELL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a first amendment to professional design services agreement for the Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements project, by and between the City of Roseville and Brown and Caldwell, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

____
MAYOR

ATTEST:

____
City Clerk

FIRST AMENDMENT TO

PROFESSIONAL DESIGN SERVICES AGREEMENT

Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements Project

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ___ day of __________, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Brown and Caldwell, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Design Services Agreement dated February 1, 2017 ("Agreement") regarding Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements Project ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated August 22, 2018 which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit "A" of this First Amendment to Agreement.

2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay four hundred sixty-seven thousand, eight hundred fifty-three dollars ($467,853.00), in consideration of the additional services as set forth in Exhibit "A" to the First Amendment to Agreement. This brings the total not to exceed contract amount to one million, eight hundred seventy-nine thousand, nine hundred sixty-five dollars ($1,879,965.00)."

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

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

CITY OF ROSEVILLE, a
municipal corporation

BY: ___________________________
DOMINICK CASEY
City Manager

BROWN AND CALDWELL, a
California corporation

BY: ___________________________
J. David Zuber
its: Vice President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

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ATTEST:

BY: ______________________________
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: ______________________________
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: ______________________________
RICHARD D. PLECKER
Environmental Utilities Director

and

BY: ______________________________

its: Yolanda Harden
Assistant Secretary

[\\Rosenet\rosenetdfs\city attorney\cycom\WpDocs\D010\P003\00038268.DOCX; 9/10/2018]

EXHIBIT "A"

Design and Construction-Period Services

for

Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements Project

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Amendment 1 - Scope of Services and Fee

Prepared for

City of Roseville

August 22, 2018

SCOPE OF SERVICES

The following scope of services has been prepared by Brown and Caldwell (BC) for additional services and effort for the final design and construction-period services for the Dry Creek Wastewater Treatment Plant (DCWWTP) Nitrate Reduction Project. The following sections describe the scope of work to be included in this amendment.

Task 310- Additional Pipe Support Design Support

Work to be performed under this task includes:

1. Conduct project meetings with ACI to develop concepts and to identify roles and responsibilities for ACI and BC for dividing up the design work. Task assumes 4 meetings with BC and ACI.
2. Respond to additional Request for Information from ACI. Original scope did not include detailed design of piping support system and BC was to only review submittals related to piping supports that were originally going to be designed by ACI. This task assumes up to 2 additional RFI that will be addressed by BC based on piping support design and two DCMs that further detail out the pipe supports.
3. BC to provide all design related information to Zenith, including boundary conditions and will identify the types of pipe supports used for the supports.

Task 320- Resident Engineer and Inspection Support

Work to be performed under this task includes:

1. One 60% full time equivalent person to support engineering on site and provide additional design clarifications, submittal review and inspection support. Duration would be 12 months full time starting in May 2018 and ending in May 2019.
2. Additional Geotechnical Support by Blackburn on a time and materials basis to address changing site conditions.

Task 330- 12kV Electrical Drawing As-Builts

Work to be performed under this task includes:

1. Converting existing electrical12 Kv feed Drawings (23 drawings total) from PDF into AutoCad format
2. Field Verification and updating electrical 12 Kv feed drawings (23 drawings total)

Task 500- Influent Piping Modifications

Work to be performed under this task includes:

1. Conceptual Design

   This task includes project management, background research of record drawings, flows, hydraulic conditions, and pond capacity; development of pdf markups for construction drawings; and a review meeting with the City.

   Deliverables:

   pdf markups for conceptual design, meeting agenda, meeting minutes, and decision log. Note that this work has already been completed.

2. Contract Change Modification Package

   This task includes project management, development of design package construction documents, QA/QC review, review workshop and responding to review comments. The drawings will be included as a Contract Change Modification Package to be provided to Auburn Constructors.

3. Engineering Services During Construction

   This task includes project management, design revision, responding to one (1) RFI, reviewing two (2) submittals, startup training support and developing record drawings and construction management.

Task 520 –Bar Screen Influent Pipe Rehabilitation

This task includes the development of design documents and specification of materials for the rehabilitation of the influent pipeline downstream to the Bar Screen building, including:

- Pipeline rehabilitation alternatives analysis and design of selected method.
- Sequence of work phasing and sewer bypass criteria definition.

Work to be performed under this task includes:

1. Project Management - Task includes two (2) meetings with City to review proposed rehabilitation/replacement methods. Task includes meeting preparation and documenting meeting minutes to memorialize decisions made on design elements.
2. Evaluate Pipe Renewal Alternatives – BC will evaluate various pipe rehabilitation methods and work with the City to select a renewal alternative.
3. Prepare Drawings and specifications including:
   - Civil Plan and profile showing extents of influent pipe repair
   - Pipe repair specification
   - Bypass pumping performance-based specification

The drawings and specifications will be combined into the Change Order Request package to be provided to ACI.

4. QC Review - Task includes review of plans and specifications by senior BC technical staff.
5. Engineering Services During Construction - Task includes submittal reviews of pipe rehabilitation materials and, bypass pumping, (up to 2 submittals total are anticipated), response to three RFI and preparation of record drawings.

Task 600- Additional PLC Programming and Network Modifications

Estimated hours to perform PLC and Network Modification Work:

1. Network configuration for new switches connecting Modbus TCP devices (VFDs, Remote i/O modules, etc.) to the Plant SCADA system, including configuration of managed ethernet switches.
2. Nitrate system PLC / Remote IO Programming, startup, and testing for new equipment and new Nitrate basin control strategy.

This level of effort is based on approximately 200 I/O points shown on 10 P&ID drawings.

This level of effort assumes all SCADA programming will be performed by the City (as directed by the City). BC will facilitate end-to-end loop checks on the PLC programming side.

Where possible, programming will be completed remotely to save on transportation costs. Programmer will conduct nine site visits and will be in attendance for five days for various commissioning activities.

Amendment Assumptions

1. Scope does not include potholing.
2. City will provide background information (influent flow data, treatment plant capacity, pond capacity, existing OF and FM pipe profiles, influent flow limit for overflow, influent pump curve, hydraulic profile, etc.)
3. The designs will be performed based on the information provided by the City and shown on record drawings. Scope assumes AutoCAD drawings are available for the areas to be revised.
4. This amendment will be part of Nitrate Reduction Improvements Project and will be processed as a proposed contract modification. No need to develop new typical details sheet for civil, structural, electrical and I&C; and specifications.
5. Power and signal connections are already existing and will be reconnected for the new valves and gates.
6. Bypass pumping can be completed using existing manholes upstream of influent junction structure.

Amendment Summary

The additional effort anticipated for this amendment is $467,853. This amendment will increase the total project budget from $1,412,112 to $1,879,965. BC will only invoice actual time spent working on the project.

Table 1: Budget Summary and Amendment 1

Task	Original Budget	Amendment 1	Total
050 – Basis of Design Report	$125,460	$0.00	$125,460
100 – 30% Design Submittal	$205,407	$0.00	$205,407
200 – 60% Design Submittal	$324,039	$0.00	$324,039
300 – ESDC	$252,122	$0.00	$252,122
310 – Additional Pipe Support Design		$25,107	$25,107
320 – Resident Engineer/Inspection Support		$207,742	$207,742
330 – 12kV SWGR Drawing Consolidation		$7,560	$7,560
400 – Construction Management	$505,084	$0.00	$505,084
500 – Influent Piping Modifications		$40,265	$40,265
520 – IJS/Barscreen Influent Pipe Repair		$60,414	$60,414
600 – Additional Programming		$126,765	$126,765
Total	**$1,412,112**	**$467,853**	**$1,879,965**

ORDINANCE NO. 6020

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 Dry Creek Wastewater Plant Nitrate Reduction Improvements project, per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of $467,853.00.

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

COUNCIL COMMUNICATION

CC #: 9565
File #: 0600-02

Title: Out of State Travel Request - Police Department
Contact: Traci Drake 916-746-1081 tdrake@roseville.ca.us

Meeting Date: 10/17/2018
Item #: 7.16.

RECOMMENDATION TO COUNCIL

Approve travel for one police lieutenant to attend the DJI Airworks Conference in Dallas, Texas October 30 - November 1, 2018.

BACKGROUND

The police department utilizes DJI drone equipment and aerial imaging technology. The DJI Conference will show us how to optimize our tactical operations, minimize risk and improve operational efficiencies while cutting costs through commercial UAV applications. The conference will expand our drone knowledge and provide a platform for future-focused discussions alongside training and workshops specific to public safety.

FISCAL IMPACT

Homeland Security has provided us with UASI grant money that will cover all costs associated with the DJI Airworks Conference training and travel. No City funds will be used.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable to this out-of-state travel request.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Traci Drake, Public Safety Program Coordinator

James Maccoun, Chief of Police

Dominick Casey, City Manager

ATTACHMENTS:

Description

DJI Airworks Conference

Videos

What is AirWorks?

What is AirWorks?

DJI - the world leader in civilian drones and aerial imaging technology – brings together the full commercial drone industry for its annual AirWorks conference.

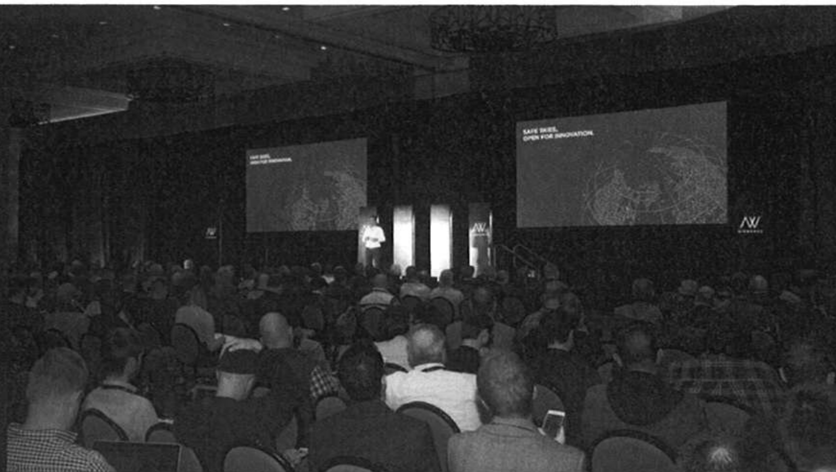
The event highlights companies that are at the forefront of enterprise drone adoption, showcases new DJI technologies, and offers a window into DJI Enterprise's strategic initiatives for the upcoming year.

For AirWorks 2018, the conference will focus on the growing commercial drone ecosystem and how developers, partners and operators can work with DJI to reshape the global economy with drones.

Who Should Attend & Why?

Business leaders, customers, and partners that are looking for ways to improve operational efficiencies while cutting costs through commercial UAV applications.

AirWorks will feature not just thought leadership regarding the future of the commercial UAV industry, but will also provide practical training to address industrial obstacles including safety, inefficiency, and costs in many of today's industrial sectors.



What Differentiates AirWorks?

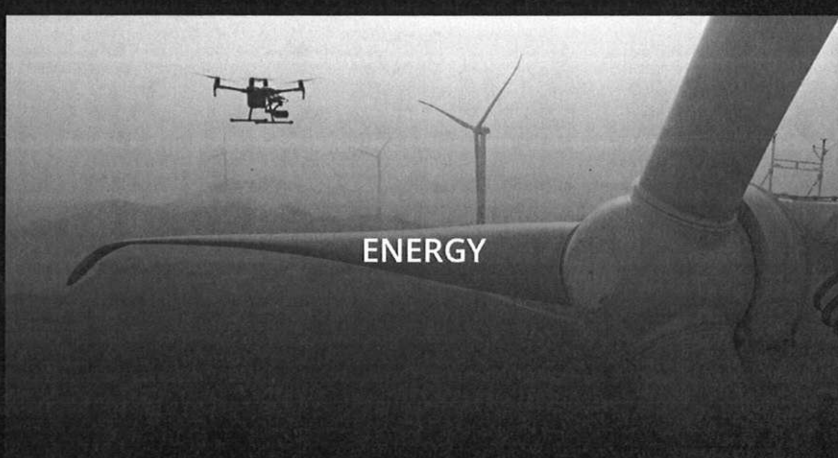
AirWorks is the premier commercial UAV conference that targets the entire ecosystem, as opposed to just focusing on hardware, software, or services. We provide together a platform for industry solution suppliers connect and learn through customized training sessions.

Conference

Expand your drone knowledge with the full commercial drone ecosystem. AirWorks features future-focused discussions alongside training and workshops across 5 verticals.

Industrial Tracks

How can drone data be used to better manage construction projects and track their progresses? Learn the best practices for generating accurate and actionable 2D or 3D maps of large sites.



Deconstruct the complexities in precision agriculture with leading companies. In this segment, discover how firms are using drone technology to yield more profitable results and optimize operations.

Firefighters, law enforcement, and search & rescue personnel are constantly operating at the edge of chaos. Discover how they are adopting drone technology to save lives more efficiently while optimizing their tactical operations and minimizing risks.

A reliable and sustainable infrastructure network is the cornerstone of an efficient and well-functioning society. Learn how various public and private companies are deploying drone technology to ensure the world's infrastructure networks continue to operate at their best.

COUNCIL COMMUNICATION

CC #: 9582
File #: 0102-06

Title: Proclamation - Extra Mile Day
Contact: Rosalinda Parra 916-774-5287 rparra@roseville.ca.us

Meeting Date: 10/17/2018
Item #: 7.17.

RECOMMENDATION TO COUNCIL

Proclaim November 1, 2018 to be Extra Mile Day and urge individuals in the community to take time on this day to "go the extra mile" and to acknowledge those individuals who are inspirational in their commitment to making their organizations, families, communities, and the world a better place.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Proclamations are not considered a project as defined by the California Environment Quality Act (CEQA) (CEQA guidelines Section 5378). Consequently, no CEQA action is required.

Respectfully Submitted,

Rosalinda Parra, Deputy Clerk

Sonia Orozco, City Clerk

Dominick Casey, City Manager

ATTACHMENTS:

Description

Extra Mile Day - November 1, 2018

CITY OF ROSEVILLE

PROCLAMATION

EXTRA MILE DAY

WHEREAS, Roseville, California is a community which acknowledges that a special vibrancy exists within the community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service; and

WHEREAS, Roseville, California encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Roseville, California chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

WHEREAS, Roseville, California, acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2018; and

NOW, THEREFORE, I, SUSAN ROHAN, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim **NOVEMBER 1, 2018,** to be **Extra Mile Day** and urge individuals in the community to take time on this day to "go the extra mile" and to acknowledge those individuals who are inspirational in their commitment to making their organizations, families, communities, and the world a better place.

SIGNED AND APPROVED this 17th day of October, 2018.

____

SUSAN ROHAN, MAYOR

ATTEST:

____

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA

COUNCIL COMMUNICATION

CC #: 9578
File #: 0102-06

Title:	Proclamation - California Arbor Week
Contact:	Ellen Worland 916-774-5131 eworland@roseville.ca.us

Meeting Date: 10/17/2018
Item #: 7.18.

RECOMMENDATION TO COUNCIL

Proclaim November 3 - 10, 2018 as a week to celebrate California Arbor Week in the City of Roseville, and encourage all residents and businesses to join together, plant trees, and maintain their existing trees.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

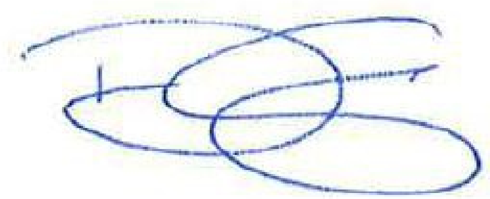
ENVIRONMENTAL REVIEW

Proclamations are not considered a project as defined by the California Environment Quality Act (CEQA) (CEQA guidelines Section 5378). Consequently, no CEQA action is required.

Respectfully Submitted,

Ellen Worland, Admistrative Assistant

Dion Louthan, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

California Arbor Week

CITY OF ROSEVILLE

PROCLAMATION

CALIFORNIA ARBOR WEEK

November 3 - 10, 2018

WHEREAS, November 3 – 10, 2018 has been designated as California ARBOR WEEK in honor of the vital role trees and urban forest play in improving the livability and sustainability of our community; and

WHEREAS, the City of Roseville has embraced the goals of the Greenprint initiative to optimize the remarkable benefits of trees to create the best urban forest for the region; and

WHEREAS, the City of Roseville recognizes the contributions tree canopies have to clean air and water, energy conservation, public health, habitat and the beauty of our neighborhoods and business districts; and

WHEREAS, California ARBOR WEEK 2018 will be observed by schools, communities, civic organizations and countless citizens who will participate in tree planting activities; and

WHEREAS, the entire City of Roseville benefits when any property owner, resident or volunteering gains awareness about trees, and improve their property and the community by planting and maintaining trees and landscapes, which promotes a healthy environment and demonstrates pride in their local community; and

WHEREAS, the City of Roseville has received the TREE CITY USA AWARD for thirty six years in a row and the TREE CITY USA GROWTH AWARD for twenty three years; and.

WHEREAS, the City of Roseville has an effective community urban forestry program with standards of tree care that continues to improve each year.

NOW, THEREFORE, I, SUSAN ROHAN, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, on behalf of the City Council, do hereby proclaim **November 3 – 10, 2018** as a week to celebrate **California ARBOR WEEK** in the City of Roseville, and encourage all residents and businesses to join together, plant trees, and maintain their existing trees.

SIGNED AND APPROVED this 17th day of October, 2018.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA

COUNCIL COMMUNICATION

CC #: 9577
File #: 0102-06

Title:	Proclamation - Small Business Saturday
Contact:	Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Meeting Date: 10/17/2018
Item #: 7.19.

RECOMMENDATION TO COUNCIL

Proclaim November 24, 2018 as Small Business Saturday and urge residents to support small businesses and merchants on Small Business Saturday and throughout the year.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

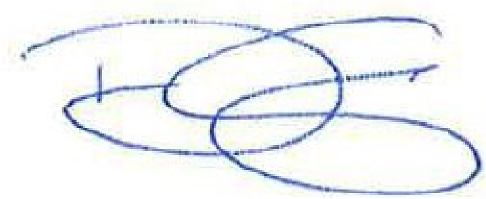
Not applicable.

ENVIRONMENTAL REVIEW

Proclamations are not considered a project as defined by the California Environment Quality Act (CEQA) (CEQA guidelines Section 5378). Consequently, no CEQA action is required.

Respectfully Submitted,

Laura Matteoli, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Small Business Saturday

CITY OF ROSEVILLE

PROCLAMATION

SMALL BUSINESS SATURDAY

November 24, 2018

WHEREAS, the City of Roseville, California, celebrates local small businesses and the contributions they make to the local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are currently 28.8 million small businesses in the United States representing 99.7 percent of all businesses with employees in the United States, who are responsible for 63 percent of net new jobs created over the past 20 years; and

WHEREAS, small businesses employ 48 percent of the employees in the private sector in the United States; and

WHEREAS, on average, 33 percent of consumers' holiday shopping will be done at small, independently-owned retailers and restaurants and 91 percent of all consumers plan to go to one or more small businesses as part of their holiday shopping; and

WHEREAS, the City of Roseville, California supports local businesses that create jobs, boost the local economy, and preserve neighborhoods; and

WHEREAS, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, SUSAN ROHAN, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, on behalf of the City Council, do hereby proclaim **November 24, 2018** as **SMALL BUSINESS SATURDAY** and urge residents to support small businesses and merchants on Small Business Saturday and throughout the year.

SIGNED AND APPROVED this 17th day of October, 2018.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA

COUNCIL COMMUNICATION

CC #: 9568
File #: 0102-11

Title: Groundwater Sustainability Plan Development Update
Contact: Sean Bigley 916-774-5513 sbigley@roseville.ca.us

Meeting Date: 10/17/2018
Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff is providing an update regarding Sustainable Groundwater Management Act activities including development of the required Groundwater Sustainability Plan as required by California Water Code Section 10727.8.

BACKGROUND

On September 16, 2014, Governor Jerry Brown signed into law a three-bill legislative package, composed of AB 1739 (Dickinson), SB 1168 (Pavley), and SB 1319 (Pavley), collectively known as the Sustainable Groundwater Management Act (SGMA). For the first time in its history, California established a legal framework for sustainable management of groundwater basins locally, through the formation of Groundwater Sustainability Agencies (GSA's).

SGMA requires governments and water agencies of high and medium priority basins to halt overdraft and bring groundwater basins into balanced levels of pumping and recharge. Under SGMA, these basins should reach sustainability within 20 years of implementing their sustainability plans. For critically over-drafted basins, that will be 2040. For the remaining high and medium priority basins, 2042 is the deadline.

Roseville is part of the Western Placer Groundwater Sustainability Agency that was formed in 2017 and formally recognized by the California Department of Water Resources (DWR). Other members of the WPGSA include the City of Lincoln, Placer County Water Agency (PCWA), Nevada Irrigation District (NID) and Placer County, who is the designated Administering Agency.

The next major milestone in the SGMA implementation process is to begin the development of a Groundwater Sustainability Plan (GSP) that will provide a long-range plan to sustainably manage groundwater across the entire North American Sub-Basin. SGMA requires an initial notification of the development of the GSP by all governing bodies covered under the GSP per California Water Code Section 10727.8.

There are no formal adoption requirements related to GSP initial notifications. This update is to provide the Roseville City Council and the public with an update on recent activities and information on how to participate in the upcoming GSP process.

Next steps in the GSP process include:
• Receipt of public input through DWR on-line system
• Multiple-agency public outreach meetings
• Local outreach regarding development of the GSP

FISCAL IMPACT

There is no fiscal impact related to this item.

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)). This notification does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Sean Bigley, Acting Water Utility Manager

Richard Plecker, Environmental Utilities Director

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Dominick Casey, City Manager

COUNCIL COMMUNICATION

CC #: 9583
File #: 0103-044-02

Title:	Appointment to Economic Development Advisory Committee - Unscheduled Vacancy
Contact:	Kelly Aye 916-774-5264 kaye@roseville.ca.us

Meeting Date: 10/17/2018
Item #: 9.1.

RECOMMENDATION TO COUNCIL

Appoint (1) one individual to the Economic Development Advisory Committee with a term ending June 30, 2020 from the following (6) six individuals who submitted an application for consideration: Nicole Dyer, Ugo Barnaby Nnaji, Alyssa Maspero, Angela Tsukiji, Ashley Walker, and Donald Wright.

BACKGROUND

The resignation of La Tanya White created an unscheduled vacancy on the Economic Development Advisory Committee with a term ending June 30, 2020. The original appointment date for the Economic Development Advisory Committee was 10/3/2018 yet due to the lack of a majority vote the appointment was carried over.

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 reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The appointment of members does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Kelly Aye, Deputy City Clerk

Sonia Orozco, City Clerk

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Dominick Casey, City Manager