



AGENDA

September 21, 2016

CITY COUNCIL SPECIAL CLOSED SESSION

6:30 p.m.

CITY COUNCIL MEETING

7:00 p.m.

City Council Chambers

311 Vernon Street

Roseville, California

CLOSED SESSION

6:30 p.m.

A. CLOSED SESSION CALL TO ORDER

B. CLOSED SESSION ROLL CALL

C. CLOSED SESSION PUBLIC COMMENTS

D. CLOSED SESSION ITEM

1. Conference with Legal Counsel – Anticipated Litigation – one matter

Pursuant to Government Code Section 54956.9(d)(2) and (e)(5)

Significant exposure to litigation based on threat of litigation

CONTACT: Robert Schmitt (916) 774-5325 rschmitt@roseville.ca.us

E. CLOSED SESSION ADJOURNMENT

1. CALL TO ORDER

2. ROLL CALL

Councilmember: Bonnie Gore

Vice Mayor: Susan Rohan

Councilmember: Tim Herman

Councilmember: Pauline Roccucci

Mayor: Carol Garcia

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

All Items on the agenda will be open for the public comment before final action is taken.
Speakers are requested to restrict comments to the item as it appears on the agenda

and stay within a five (5) - minute time limit. The Mayor has the discretion of limiting the total discussion time for an item.

5. PRESENTATIONS

5.1. Proclamation - Ostomy Awareness Day

Proclaim October 1, 2016 as Ostomy Awareness Day - "Bouncing Back into Life", and encourage citizens to unite on this day in a showing of support.

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

6. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

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

7. CONSENT CALENDAR

NOTICE TO THE PUBLIC

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

BEGINNING OF CONSENT CALENDAR

Minutes

7.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending Council approve the Minutes of June 1, 2016 City Council/Finance Authority/Housing Authority/Natural Gas Financing Authority/Successor Agency to the Redevelopment Agency meeting, and June 8, 2016 City Council Budget Workshop, and June 15, 2016 City Council/Housing Authority meeting, and July 6, 2016 City Council meeting, and July 20, 2016 City Council meeting.

CC #: 8002

File #: 0102-03

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

Bids / Purchases / Services

7.2. Roller Compacted Concrete Pilot Project - Reject all Bids and Budget Adjustment

Memo from Assistant Engineer Noah Siviglia and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-408 REJECTING ALL BIDS FOR THE ROLLER COMPACTED CONCRETE PILOT PROJECT; and adopt ORDINANCE NO. 5738 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends the rejection of bids due to the bid amounts being a minimum of \$400,000.00 over the engineer's estimate, bid protests that delayed the award of contract making it impossible to complete the project this construction season, and the expectation of receiving more favorable bids if the project is rebid this winter when contractors are planning their work for the next construction season. The requested budget adjustment in the amount of \$50,000.00 from the Local Transportation Fund is necessary to cover staff time to incorporate design modifications to reduce costs, repackage the contract documents, rebid the project, and for project/construction management. The roadway reconstruction project will be rebid during the Winter and constructed in the Spring/Summer 2017.

CC #: 7986

File #: 0201-01 & 0203-21 & 0900-04-01

CONTACT: Noah Siviglia (916) 746-1300 nsiviglia@roseville.ca.us

7.3. Hamel Park Restroom Installation Project - Award of Contract and Budget Adjustment

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-410 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND PBM CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5739 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is a request to award a contract to the apparent low bidder, PBM Construction, Inc., for construction of the Hamel Park Restroom Installation and approve a budget adjustment of \$65,000.00 to fully fund the project. The scope of work includes construction of a new restroom building in the amount of \$198,578.00. Staff also requests authorization to approve change order requests in an amount not to exceed 10% of the contracted amount. Funding for the project was originally approved in FY2014-15 through the North Roseville Specific Plan Park Development Fund.

CC #: 7988

File #: 0201-01 & 0704-01

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

7.4. Ultraviolet Light Disinfection Equipment - Open Purchase Order

Memo from Senior Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending Council authorize an open annual purchase order,

including four optional one-year renewals authorized by staff, to Coombs-Hopkins/DC Frost for the purchase of Trojan Technologies ultraviolet light disinfection equipment used by the City's two wastewater treatment plants. The total annual cost will not exceed \$150,000.00 (\$75,000.00 per plant). Funding is included in the Wastewater Fund through the approved annual Wastewater Operations Budget.

CC #: 7983

File #: 0203-09

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

7.5. Traffic Signal Batteries (RFQ 01-3091) - Purchase Order

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council authorize an award of a purchase order with MK Battery for traffic signal batteries. The batteries are used as a back-up energy source for the City's traffic signals in the event that there is a power outage. The estimated annual cost for the batteries is \$50,000.00. Funding is included in the Public Works Traffic Signal Division's FY2016-17 budget. Staff is also requesting authorization to renew without further Council approval.

CC #: 7981

File #: 0203-13-02

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

7.6. Disaster Recovery Storage Device Purchase

Memo from Information Technology Program Manager Matt Donaldson and Chief Information Officer Hong Sae with a request to award a purchase order to Carahsoft for a data storage device to provide disaster recovery capability to the City's Public Safety computer-aided dispatch system. The total cost of this purchase order will be no more than \$53,000.00 and will be funded by the Police Rehab Capital Improvement Fund.

CC #: 7974

File #: 0203-06

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

7.7. CCTV Camera Transporter Purchase

Memo from Wastewater Collection Superintendent Chris Bracco and Environmental Utilities Director Richard Plecker recommending Council approve the sole source purchase of the CUES Steerable Pipe Transporter for a total cost of \$31,386.53. The transporter allows a camera to travel through larger diameter trunk sewers to determine the integrity of the pipe. Funding will be from Environmental Utilities' Account 31509-6130.

CC #: 7971

File #: 0203-09

CONTACT: Chris Bracco (916) 746-1892 cbracco@roseville.ca.us

7.8. Residential Load Management Program - Service Agreement Amendment

Memo from Energy Services Account Representative David Bradford and Electric

Utility Director Michelle Bertolino recommending Council adopt RESOLUTION 16-407 APPROVING AMENDMENT NO. 3 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND ENERTOUC, INC. DBA GOODCENTS SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1203019). This item requests approval of an amendment to a contract with GoodCents Solutions to provide installation of load control devices and call center management for Roseville Electric Utility's Power Partners Residential Demand Response Program for air conditioner cycling. The amendment is for one year and has a not to exceed amount of \$31,900.00, bringing the total cost of the agreement to \$216,900.00. Funding is included in the FY17 Electric Retail Services Budget for public benefits programs.

CC #: 7985

File #: 0800-03

CONTACT: David Bradford (916) 746-1672 dbradford@roseville.ca.us

7.9. Traffic Signal Interconnects (RFQ 01-3092) - Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-406 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND INTEGRITY DATA & FIBER, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703062). Staff requests Council authorize a service agreement with Integrity Data & Fiber, Inc. for the installation of signal interconnects which is used for the network of underground fiber optic cable that communicates with Intelligent Transportation System equipment throughout the City. The estimated annual cost for this service is \$50,000.00. Funding is included in the Public Works Traffic Signal Division's FY2016-17 budget. Staff is also requesting authorization to renew without further Council approval.

CC #: 7981

File #: 0203-13-02

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

7.10. Traffic Signal Detection and Minor Signal Repair (RFQ 01-3093) - Service Agreement

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-404 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND ST. FRANCIS ELECTRIC, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1705198). This item requests Council authorize a service agreement to St. Francis Electric, LLC as the lowest responsive bidder to RFQ 01-3093 to provide traffic signal detection and minor signal repair services on an as needed basis. The estimated total annual cost of service is \$75,000.00. Funding is included in the Public Works Engineering Division's FY2016-17 budget. Staff is requesting authorization to renew the agreement without further Council approval.

CC #: 7982

File #: 0203-13-02

CONTACT: Joanna Oukrop (916) 774-5745 joukrop@roseville.ca.us

7.11. Alarm Permitting and False Alarm Reduction Program - Service Agreement Amendment

Memo from Department Public Information Officer Dee Dee Gunther and Police Chief Daniel Hahn recommending Council adopt RESOLUTION NO. 16-398 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND AOT PUBLIC SAFETY CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1603007). City Council approved the most recent two-year contract and service agreement with the company in December, 2015 in the amount of \$75,000.00. That amount was estimated based on a one-year agreement rather than the actual two-year contract period. Staff is requesting an additional \$70,000.00 be added to fund the current agreement until it expires in December, 2017. The amended amount of \$145,000.00 for a two-year contract period is in line with average amounts used in previous years. Because this is a performance-based contract, with the contractor collecting fees and fines, retaining their percentage and paying the remainder to the City as revenue, there is no out-of-pocket expense to the City, and no budget adjustment is required.

CC #: 7970

File #: 0323

CONTACT: Dee Dee Gunther (916) 774-5015 ddgunther@roseville.ca.us

Resolutions

7.12. Foothills Boulevard & Roseville Parkway - Certificate of Completion

Memo from Construction Inspector Darin Crockett and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-416 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS FOOTHILLS BOULEVARD AND ROSEVILLE PARKWAY PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 7996

File #: 0400-04-18

CONTACT: Darin Crockett (916) 746-1324 dcrockett@roseville.ca.us

7.13. Owners Engineer Services for Turbine Control Retrofit Projects - Professional Services Agreement

Memo from Senior Power Plant Engineer Jason Miller and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 16-414 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND

BETWEEN THE CITY OF ROSEVILLE AND MECHANICAL DYNAMICS & ANALYSIS, LTD., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is an agreement for owner's engineer services related to power plant turbine control retrofit projects. Total cost not to exceed \$250,000.00. Funding is included in the Electric Department budget for FY2017.

CC #: 7994

File #: 0800-03

CONTACT: Jason Miller (916) 746-1665 jmiller@roseville.ca.us

7.14. South Placer Regional Mobility Training Program (RFP 15-36) - Professional Services Agreement

Memo from Community Relations Analyst Jeannie Gandler and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-403 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND PARATRANSIT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a request of Council to approve a one year professional services agreement with Paratransit, Inc. to provide professional travel training services for eligible seniors or people with disabilities. The total cost of the one year agreement is \$38,500.00, and will be wholly paid for by a Federal Transit Administration Section 5310 grant.

CC #: 7980

File #: 0721

CONTACT: Jeannie Gandler (916) 746-1289 jgandler@roseville.ca.us

7.15. Grant Application for the California Natural Resource Agency Urban Rivers Grant Program

Memo from Environmental Compliance Specialist Matt Ocko and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-413 APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE CALIFORNIA URBAN RIVERS GRANT PROGRAM UNDER THE WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014 (Proposition 1). Staff seeks approval to submit an application for a Prop 1 California Natural Resource Agency Urban Rivers Grant. The proposed project includes implementation of water quality improvement features, riparian habitat enhancement, and flood control measures in Dry Creek along Royer and Saugstad Parks. It is estimated that these features will cost \$781,000.00 to construct. These funds will come from the Urban Rivers Grant. No matching funds are required by the grant. Staff will administer the grant.

CC #: 7993

File #: 0214

CONTACT: Matt Ocko (916) 774-5738 mocko@roseville.ca.us

Delyn Ellison-Lloyd (916) 746-1748 dellison-lloyd@roseville.ca.us

7.16. Adjusting Employer Contribution and Rescinding Health Benefit Vesting

Memo from Assistant Human Resources Director Lisa Achen and Human

Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 16-411 ELECTING TO RESCIND HEALTH BENEFIT VESTING UNDER SECTION 22893 OF THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION; and adopt RESOLUTION NO. 16-412 ADJUSTING THE EMPLOYER'S FIXED CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT. Staff wishes to obtain Council authority to submit resolutions to California Public Employees' Retirement System to change the contractual agreement for employees and retirees with regards to medical benefits allowing the City to manage its long-term financial commitments. This change will be effective January 1, 2017 and there is no fiscal impact.

CC #: 7991

File #: 0600-04

CONTACT: Lisa Achen (916) 774-5205 lachen@roseville.ca.us

7.17. Compressed Natural Gas Facility Master Plan - Professional Services Agreement

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-399 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CALPO HOM & DONG, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a request of Council to approve a professional service agreement with Calpo, Hom & Dong to perform an assessment of the section of the Vehicle Maintenance Building for the maintenance of compressed natural gas (CNG) vehicles and the assessment of the existing CNG fueling station. Total value of this agreement shall not exceed \$28,575.00. Funding is included in the Solid Waste FY2016-17 budget.

CC #: 7973

File #: 0800-01

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

7.18. 2016 City-Wide Records Retention Schedule Update

Memo from Paralegal Gretchen Hakala and City Attorney Robert Schmitt recommending Council adopt RESOLUTION NO. 16-397 OF THE COUNCIL OF THE CITY OF ROSEVILLE REPEALING RESOLUTION 15-431, AND ESTABLISHING A 2016 CITY-WIDE RECORDS RETENTION SCHEDULE. The City-wide Records Retention Schedule provides for destruction of specified types of documents after certain periods of retention. This item will likely result in unspecified reductions to document storage and retrieval costs.

CC #: 7969

File #: 0504-01

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

7.19. Street Closure Request - Oktoberfest and Farmers Market - October 22, 2016

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation &

Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-409 APPROVING THE CLOSING OF CERTAIN STREETS FOR CITY SPONSORED OKTOBERFEST AND FARMERS MARKET IN THE VERNON STREET TOWN SQUARE. Requesting the approval of street closures for the annual Oktoberfest and weekly Farmers Market events on Saturday, October 22, 2016. Street closures included are South Grant Street between Oak Street and Vernon Street from 7:00 a.m. - 7:00 p.m.; and Vernon Street between South Grant and East Washington Boulevard from 7:00 a.m. - 2:00 p.m. The budget for this event of \$9,530.00 is included in the Parks, Recreation & Libraries Department budget.

CC #: 7987

File #: 0109-02

CONTACT: Jamie Hazen (916) 774-5978 jhazen@roseville.ca.us

7.20. Hillcrest Storm Drain Improvement Project - Professional Design Services Agreement Amendment

Memo from Assistant Engineer Noah Siviglia and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-401 APPROVING A FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND WOOD ROGERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is an amendment to the professional services agreement with Wood Rodgers, Inc. for additional storm drain design, environmental permitting services, and bid and construction support for the Hillcrest Storm Drain Improvement Project. The cost of the additional services is \$228,090.66, bringing the total contract amount to \$446,369.66. This project is fully funded with gas tax funds and is already in the project's budget so no budget adjustment is necessary.

CC #: 7975

File #: 0800-04

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

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

7.21. Arc Flash Hazard Analysis - Professional Services Agreement Amendment and Budget Adjustment

Memo from EIM Systems Administrator Charles Aycock and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-402 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CAROLLO ENGINEERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5737 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests that Council approve a professional services agreement with Carollo Engineers for arc flash hazard analysis of City facilities as required by the Environmental Utilities Department Electrical Safety Program. Total cost of the agreement is \$153,888.00 with funds available in the FY2015 Rehabilitation Capital

Improvement Project (CIP). The budget adjustment of \$20,000.00 from the Highway Users Tax Fund is necessary to provide adequate funding in the CIP to pay for the engineering services of the Public Works Department included in this Professional Services Agreement.

CC #: 7978

File #: 0201-01 & 0800-02

CONTACT: Charles Aycock (916) 746-1887 caycock@roseville.ca.u

Ordinances (for second reading and adoption)

7.22. Second Reading - Golden 1 Center - Bus Service and Municipal Code Amendment

ORDINANCE NO. 5740 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING SECTION 14.30.080 OF CHAPTER 14.30 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC TRANSIT, for second reading and adoption.

CC #: 7997

File #: 0721-03

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

Reports / Requests

7.23. Modification to the Downtown Commercial Permit Parking Program

Memo from Assistant Engineer Ted Treleven and Public Works Director Rhon Herndon recommending Council approve the conversion of two 1-hour parking spaces in the downtown parking garage to 1-hour restricted/Commercial Permit exempt spaces. The cost of making and mounting signs is included in the existing operating budgets.

CC #: 7976

File #: 0316-03

CONTACT: Ted Treleven (916) 746-1300 ttreleven@roseville.ca.us

7.24. Out of State Travel Request - Electric Department

Memo from Senior Power Plant Engineer Jason Miller and Electric Utility Director Michelle Bertolino recommending Council authorize up to nine out of state trips for staff to attend Siemens Energy factory training for power plant gas turbine controls in Alpharetta, Georgia between October 2016 and January 2017, to support the upcoming turbine control retrofit project. The total cost is \$55,550.00 (\$20,000.00 for travel and \$35,550.00 for training). Funding is included in the Electric Department budget for FY2017 as part of the Control System Rehabilitation capital improvement project.

CC #: 7977

File #: 0800-04

CONTACT: Jason Miller (916) 746-1665 jmiller@roseville.ca.us

7.25. Out of State Travel Request - Police Department

Memo from Department Public Information Officer Dee Dee Gunther and Police

Chief Daniel Hahn recommending Council approve a Police Department bomb technician to attend the International Association of Bomb Technicians and Investigators in-service training conference in Spokane, Washington from October 3-7, 2016. The conference includes instructors from the FBI, the federal Bureau of Alcohol, Tobacco and Firearms and the military, who will update attendees on the latest technologies, tactics and case studies in disabling improvised explosive devices and conducting related investigations. The cost of the travel and training is estimated at \$1,900.00. Sufficient funds are available in the Police Department's budget.

CC #: 7990

File #: 0600-02

CONTACT: Dee Dee Gunther (916) 774-5015, ddgunther@roseville.ca.us

Ceremonial Documents

7.26. Proclamation - Constitution Week

Proclaim September 17-23, 2016 as Constitution Week and encourage all citizens to reaffirm the 1787 ideals of the Framers of the Constitution by vigilantly protecting the freedoms guaranteed to all through the United States of America Constitution, the guardian of liberties.

CC #: 8001

File #: 0102-06

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

7.27. Resolution of Commendation and Congratulations to Dr. Jeanne Conry

Dr. Jeanne Conry be commended and congratulated for her dedication to the medical profession and recognized as the deserving recipient of the 2016 Physician of the Year by the Placer Nevada County Medical Society.

CC: 8003

File #: 0102-10

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

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Regional Water Authority Project Agreement – Regional Water Reliability Plan

Memo from Assistant Environmental Utilities Director Kelye McKinney and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-415 APPROVING A REGIONAL WATER AUTHORITY PROJECT AGREEMENT, BY AND BETWEEN THE REGIONAL WATER AUTHORITY AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This agreement authorizes the City to contribute funding to the Regional Water Authority for the preparation of a Regional Water Reliability Plan. The total estimated cost to complete the project is \$821,000.00. Of that total, \$361,000.00 is funded through

a Regional Drought Contingency Plan grant from the United States Bureau of Reclamation and \$460,000.00 will be funded by 21 project participants including the City. Roseville would contribute a not-to-exceed amount of \$50,000.00. Funds for this work will come from the Water Construction Fund through an existing Capital Improvement Project, Regional Water Supply Reliability Studies. The project is expected to be complete by December 2017.

CC #: 7995

File #: 0800-02

CONTACT: Kelye McKinney (916) 774-5552 kmckinney@roseville.ca.us

8.2. Western Placer County Groundwater Management Plan Year 9 Implementation – Budget and Professional Services Agreement

Memo from Senior Engineer Jose Lopez and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-405 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND GEI CONSULTANTS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This agreement authorizes GEI Consultants Inc. to implement Year 9 activities associated with the Western Placer County Groundwater Management Plan. The cost for Year 9 implementation work is \$162,316.00 and will be shared by the Western Placer County Groundwater Management Plan partners. The City of Roseville, Placer County Water Agency, and City of Lincoln will each contribute \$50,000.00 towards the effort and California American Water Company will contribute \$25,000.00. Funding for the Western Placer Groundwater Management Plan work is appropriated from the Roseville Water Operations Fund.

CC #: 8000

File #: 0800-02

CONTACT: Jose Lopez (916) 774-5688 jlopez@roseville.ca.us

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Request for Council Discretionary Funds - Roseville Coalition of Neighborhood Associations

Memo from Management Assistant Amy Ruiz and City Clerk Sonia Orozco recommending Council consider the request for discretionary funding in the amount of \$2,700.00 from Roseville Coalition of Neighborhood Associations to cover the cost for Movies in the Park and Santa in the Park.

CC #: 7979

File #: 0102

CONTACT: Sonia Orozco (916) 774-5269 sorozco@roseville.ca.us
Amy Ruiz (916) 746-1362 aruiz@roseville.ca.us

9.2. Grand Jury Response

Memo from Department Public Information Officer Dee Dee Gunther and Police Chief Daniel Hahn recommending an informational report to Council on the Police Department's response to the 2015/2016 Placer County Grand Jury Report-Child Abuse and Neglect.

CC #: 7998

File #: 0323

CONTACT: Daniel Hahn (916) 774-5014 dhahn@roseville.ca.us

9.3. League of California Cities Annual Conference Resolution

Government Relations Administrator Mark Wolinski and Public Affairs & Communications Director Megan MacPherson recommending Council provide direction regarding the City's position on the one resolution being considered at the upcoming League of California Cities annual conference.

CC #: 7999

File #: 0106

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

9.4. Technology Upgrades to Council Chambers

Memo from Citywide Public Information Officer Brian Jacobson and Public Affairs & Communications Director Megan MacPherson with a request to discuss technology upgrades to the Council chambers, specifically to gather feedback on type of installation to use for monitors in the dais. Staff will also provide an overview of the timeline for technology upgrades to the Council chambers broadcast control room at the end of December 2016 through the beginning of January 2017.

CC #: 7989

File #: 0800-07

CONTACT: Brian Jacobson (916) 774-5397 bjacobson@roseville.ca.us

10. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

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

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

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

10.1. Community Development Block Grant 2015 Consolidated Annual Performance and Evaluation Report

Memo from Housing Manager Danielle Foster and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 16-400 APPROVING THE 2015 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) AND AUTHORIZING THE ECONOMIC DEVELOPMENT DIRECTOR TO SUBMIT THE CDBG 2015 CAPER TO THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD). The City is processing its annual Consolidated Annual Performance and Evaluation Report for the 2015 Program Year (July 1, 2015 to June 30, 2016) of using Community Development Block Grant funds locally. This report is publicly available for review and comment and will be submitted to the federal department of Housing and Urban Development by the end of September. These are federal grant funds and do not require General Fund expenditure.

CC #: 7972

File #: 0113-02

CONTACT: Danielle Foster (916) 774-5446 dfoster@roseville.ca.us
Chris Robles (916) 774-5421 crobles@roseville.ca.us

11. COUNCIL / STAFF / REPORTS/ COMMENTS

12. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 7992
File #: 0102-06

Title: Proclamation - Ostomy Awareness Day
Contact: Heather Blanco (916) 774-5265 hblanco@roseville.ca.us

Meeting Date: 9/21/2016
Item #: 5.1.

RECOMMENDATION TO COUNCIL

Proclaim October 1, 2016 as Ostomy Awareness Day - "Bouncing Back into Life", and encourage citizens to unite on this day in a showing of support.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Heather Blanco, Deputy City Clerk

Sonia Orozco, City Clerk

A handwritten signature in blue ink, appearing to be "H. Blanco", with a long horizontal stroke extending to the right.

Rob Jensen, City Manager

ATTACHMENTS:

Description

Proclamation - Ostomy Awareness Day

City of Roseville Proclamation

OSTOMY AWARENESS DAY

October 1, 2016

WHEREAS, an ostomy is a surgical procedure due to birth defects, colorectal cancer, bladder cancer, Crohn's disease, ulcerative colitis and other medical conditions; and

WHEREAS, nearly 750,000 Americans have an ostomy, with approximately 130,000 new ostomy procedures performed each year; and

WHEREAS, ostomy surgery can occur at any age and does not lower life expectancy; and

WHEREAS, largely through the efforts of United Ostomy Associations of America, Inc., (UOAA) and its over 325 Affiliated Support Groups, Americans needing these surgeries are becoming more aware of the opportunities for education, mutual aid, advocacy and support that are of such great benefit to them and their families; and

WHEREAS, the goal is to increase public acceptance of ostomy surgery and encourage the ostomates to be "Bouncing Back into Life"; and

NOW, THEREFORE, I, CAROL GARCIA, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, on behalf of the City Council, do hereby proclaim **October 1, 2016** as **OSTOMY AWARENESS DAY** – "Bouncing Back into Life", and encourage citizens to unite on this day in a showing of support.

SIGNED AND APPROVED this 21st day of September, 2016.

CAROL GARCIA, MAYOR

ATTEST:

**SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA**





COUNCIL COMMUNICATION

CC #: 8002
File #: 0102-03

Title: Minutes of Prior Meetings
Contact: Sonia Orozco (916) 774-5263 sorozco@roseville.ca.us

Meeting Date: 9/21/2016
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Approve the Minutes of the June 1, 2016 City Council/Finance Authority/Housing Authority/Natural Gas Financing Authority/Successor Agency to the Redevelopment Agency meeting, and June 8, 2016 City Council Budget Workshop, and June 15, 2016 City Council/Housing Authority meeting, and July 6, 2016 City Council meeting, and July 20, 2016 City Council meeting.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

June 1, 2016 Minutes

June 8, 2016 Minutes

June 15, 2016 Minutes

July 6, 2016 Minutes

July 20, 2016 Minutes



MINUTES

June 1, 2016

**CITY COUNCIL MEETING
FINANCE AUTHORITY MEETING
HOUSING AUTHORITY MEETING
NATURAL GAS FINANCING AUTHORITY MEETING
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY**

7:00 p.m.

City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

Mayor Garcia called the June 1, 2016 City Council/Finance Authority/Housing Authority/Natural Gas Financing Authority/Successor Agency to the Redevelopment Agency meeting to order at 7:00 p.m.

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by members of Boy Scout Troop 1.

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

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

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PRESENTATIONS

5.1 Resolution of Congratulations to Troop 1

Boy Scout Troop 1 be congratulated on their 100th Anniversary and thanked for their contributions to the community.

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

Mayor Garcia made the presentation to Boy Scout Troop 1 Scout Master Doyle Christensen and Assistant Scout Master Lynn Boughner, who responded.

5.2. Resolution of Congratulations to Harriman Family

The Harriman Family be congratulated on their dedication and support of the Roseville public education at Quail Glen since Day 1 and thanked for their contributions to the community.

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

Mayor Garcia made the presentation to Gary and Lynette Harriman, who responded. Greg O'Meara, Quail Glen School Principal, also responded.

6. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

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

June Richard Tepolt, Roseville, encouraged citizens to attend budget hearing meeting on 8, 2016 at 6:00 p.m.

7. CONSENT CALENDAR

NOTICE TO THE PUBLIC

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

BEGINNING OF CONSENT CALENDAR

City Clerk Sonia Orozco announced that Item #10.1 Tax Equity Fiscal Responsibility Act Hearing – Campus Oaks Apartments Phases 1 and 2 would be heard prior to Item 8.0.

Approval of the Consent Calendar

Approved the Consent Calendar as recommended.

Bids / Purchases / Services

7.1. Traffic Signal Batteries (RFQ 01-3074) - Reject all Bids

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-204 REJECTING ALL BIDS FOR

TRAFFIC SIGNAL BATTERIES. Recommend that all bids received for RFQ 01-3074 for traffic signal batteries be rejected, and authorize a new bid. The original battery, ES17-12, that has been used for the last five years has been changed to a new Cast On Strap process resulting in a lower weight for each battery.

CC #: 7702

File #: 0203-13-02

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

7.2. Roller Compacted Concrete Project - Approval of Plans and Specifications and Authorize Staff to Call for Bids

Memo from Assistant Engineer Noah Siviglia and Public Works Director Rhon Herndon recommending Council approve the plans and specifications for the Roller Compacted Concrete Project and authorize staff to call for bids. This project will reconstruct portions of Washington Boulevard, Atkinson Street, Denio Loop, and Hickory Street. The estimated cost of construction is \$5.5 million and is fully funded by Local Transportation Funds. No General Funds will be used for this project.

CC #: 7732

File #: 0900-04-02

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

7.3. Shadowbrook Lift Station and Force Main Phase 1 - Approval of Initial Study/Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, Project Plans and Specifications, and Call for Bids

Memo from Associate Engineer Ed Winston and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-207 ADOPTING AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION, APPROVING THE MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVING THE SHADOWBROOK LIFT STATION AND FORCE MAIN PROJECT, PHASE I; and approve the plans and specifications and authorize staff to call for bids. The project will provide major improvements to address inadequate emergency storage capacity, its location within the City's flood plain, and the potential deterioration of the force main exiting the lift station. The engineer's cost estimate to complete the construction work for Phase 1 of the project is \$690,000.00. The project is funded under the Wastewater Rehabilitation Fund.

CC #: 7710

File #: 0800-02

CONTACT: Edward Winston 916-774-5566 ewinston@roseville.ca.us

7.4. Hamel Park and Crabb Park Restroom Installation Project - Approval of Plans and Specifications and Authorize Staff to Call for Bids

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending Council approve the plans and specifications for the Hamel Park and Crabb Park Restroom Installation Project and authorize staff to call for bids. The scope of work includes construction of a new restroom building at Mel Hamel Park. The restroom at Harry Crabb Park is included as an additive alternate. The engineer's estimate for construction for the Hamel Restroom is \$125,000.00. The engineer's estimate for construction for the Crabb Restroom is \$445,608.00. This cost includes electrical, sewer and drainage infrastructure that is not yet constructed at Crabb Park. These improvements would be utilized and required with the ultimate park construction at build-out. Funding for the project was approved in the FY2014-15 Budget and funds rolled over due to staff workload constraints.

CC #: 7729

File #: 0704-01

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

7.5. Substation Transformers – Service Agreement

Memo from Power Engineer Sonny Punzalan and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 16-209 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND SPX TRANSFORMER SOLUTIONS INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1603241). This service agreement with SPX Transformer Solutions, Inc. is for the design, manufacture, and procurement of up to four substation transformers at a cost not to exceed \$5,250,000.00 for a term of five years. The cost of the first transformer is \$1,171,560.80, with funding available in the FY2015-16 Electric Capital Improvement Project Budget.

CC #: 7712

File #: 0800-03

CONTACT: Sonny Punzalan 916-774-5698 apunzalan@roseville.ca.us

7.6. Radio Frequency Identification and Automated Material Handling Equipment Maintenance - Service Agreement Renewal

Memo from Library Supervisor Rendi Hodge and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-220 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE AND BIBLIOTHECA LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1604084). This item requests approval to renew a service agreement with Bibliotheca for ongoing maintenance and service of radio frequency identification and automated materials handling equipment. The Library Division has an ongoing requirement for supplies and maintenance on equipment installed FY2014-15 as part of a request for proposal process. The estimated annual cost for services and goods for FY2015-16 is \$32,000.00. Funding is included in FY2015-16 Budget for service through August 31, 2016. The estimated annual cost for services and goods for FY2016-17 is \$65,000.00 and funding will be included in FY2016-17 proposed budget. The service agreement for September 2016-August 2017 will be contingent upon Council approval of budgets for next year.

CC #: 7731

File #: 0716

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

7.7. 9-1-1 Telephone System Support - Equipment Purchase

Memo from Administrative Analyst Shelly Bracco and Police Chief Daniel Hahn recommending Council adopt RESOLUTION NO. 16-222 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CAPTURE TECHNOLOGIES INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1604381); and adopt RESOLUTION NO. 16-223 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND XYBIX SYSTEMS INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1604379). The agreement with Capture Technologies is for an audiolog recording system in the amount of \$19,462.18 of which the State of California's 9-1-1 State Emergency Telephone Number Account will pay \$15,624.28. The agreement with Xybix is for upgrades to ancillary equipment used by the City's dispatchers in the amount of \$89,586.25 of which \$85,011.32 is paid directly

by the State's reimbursement fund. The Police Department will pay the remaining \$4,574.93, of which \$2,907.34 will be reimbursed to the City by State Emergency Telephone Number Account funds.

CC #: 7733

File #: 0323

CONTACT: Katie Braverman 916-774-5037 kbraverman@roseville.ca.us

7.8. Vehicle Purchases and Budget Adjustments

Memo from Buyer Peter Brevik and Central Services Director Paul Diefenbach recommending Council adopt ORDINANCE NO. 5688 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and authorize a purchase order to Builtware Fabrication Inc. for the purchase of four utility trailers utilizing RFQ 01-3077; and authorize a purchase order to National Auto Fleet Group for two Ford F550 with mechanics body utilizing NJPA contract 102811-NAF. The total cost of four utility trailers is \$70,500.00, a budget adjustment of \$20,200.00 from the Auto Replacement Budget will pay for the remaining purchase price of these trailers. The total cost of two Ford F550 trucks with mechanics body is \$209,611.60. Funding for the two vehicles is included in the FY2015/16 Auto Replacement Budget. A budget adjustment of \$50,000.00 from the Auto Replacement Budget is needed to pay for the purchase price of a Ford F350 vehicle. Funding for the budget adjustment is included in the FY2015-16 Auto Replacement Budget.

CC #: 7714

File #: 0201-01 & 0203-01

CONTACT: Peter Brevik 916-774-5724 pbrevik@roseville.ca.us

7.9. Accela e-PlanCheck Software Licenses and Annual Maintenance - Purchase Order

Memo from Mapping Supervisor Joe Allen and Development Services Director Kevin Payne recommending Council authorize a purchase order to Allied Network Solutions, Inc. (an authorized Accela software reseller) for Accela e-PlanCheck software licenses and maintenance utilizing the California Department of General Services Software Licensing Program contract number SLP-16-70-0027L. The Accela e-PlanCheck software will improve the City's plan check process by accommodating the electronic submittal, routing, review, commenting, and approval of building and architectural plans; thus reducing response time and print costs. The total software and maintenance costs not to exceed \$102,240.00 will be funded through the Accela System CIP and Development Services Operating Budget.

CC #: 7691

File #: 0203-06

CONTACT: Joe Allen 916-774-5165 jallen@roseville.ca.us

7.10. Prewired DFR/Relay Panels (RFQ 01-3081) - Purchase Order

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council authorize a purchase order to Crown Technical Systems as the lowest responsive bidder for RFQ 01-3081 for two Prewired DFR/Relay Panels. The cost of the purchase is \$92,823.00 plus tax of \$6,961.73 for a grand total of \$99,784.73. Funding is included in the Electric Department's Fiddymment DFR Capital Improvement Project Fund for the purchases made in FY2015-16.

CC #: 7701

File #: 0203-07

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

Resolutions

7.11. Diamond Creek North Roseville Specific Plan Parcel DC-31C - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-198 APPROVING A SUBDIVISION AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND LENNAR HOMES OF CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, and approve the Diamond Creek NRSP Parcel DC-31C final map. The Engineering Division has completed its review of the final map and found that it is in compliance with the approved tentative map. Staff recommends approval of the Diamond Creek North Roseville Specific Plan Parcel DC-31C final map and the Subdivision Agreement by and between the City and the developer, Lennar Homes, Inc. This map will be creating 81 residential lots and one letter lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 7693

File #: 0400-04-07-1

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

7.12. Westpark Phase 4 Village W-18A - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-213 APPROVING A SUBDIVISION AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND LENNAR HOMES OF CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Westpark Phase 4 Village W-18A final map. The Engineering Division has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 86 residential lots and one lettered lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 7719

File #: 0400-04-09-1

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

7.13. Westpark Village W-24 Phase 1 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-215 APPROVING A SUBDIVISION AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND LENNAR HOMES OF CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, and approve the Westpark Village W24 Phase 1 final map. The Engineering Division has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 68 residential lots and 18 lettered lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 7721

File #: 0400-04-09-1

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

7.14. Westpark Phase 4 Village W-18C - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-214 APPROVING A SUBDIVISION AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND PULTE HOME CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, and approve the Westpark Phase 4 Village W-18C final map. The Engineering Division has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 102 residential lots and one lettered lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 7720

File #: 0400-04-09-1

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

7.15. Westbrook Phase 1 Villages 5A & 5B Phase 2 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-211 APPROVING A SUBDIVISION AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WOODSIDE 05N, LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Westbrook Phase 1 Villages 5A Phase 2 & 5B Phase 2 final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 58 residential lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 7717

File #: 0400-04-12-1

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

7.16. Westpark Phase 4 Village W-17D - Certificate of Completion

Memo from Construction Inspection Supervisor John Hernandez and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-212 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WESTPARK PHASE 4 VILLAGE W-17D PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made a final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications. The actions requested have no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 7718

File #: 0400-04-09-1

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

7.17. Westbrook Phase I Villages 5A Phase 1 & 5B Phase 1 - Certificate of Completion

Memo from Senior Construction Inspector John Hernandez and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-210 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WESTBROOK PHASE I VILLAGES 5A PHASE 1 & 5B PHASE 1 PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS

OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The request is for a Certificate of Completion for a portion of Westbrook Phase I. The Engineering Division has made final inspection of the Westbrook Phase I, Villages 5A Phase 1 and Phase 5B Phase 1 and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 7716

File #: 0400-04-12-1

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

7.18. Fire Station No. 1 Site Grading and Class I Bike Trail Project - Notice of Completion

Memo from Associate Engineer Hossein Naghibzadeh and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-221 ACCEPTING THE PUBLIC WORK KNOWN AS FIRE STATION NO. 1 SITE GRADING AND CLASS I BIKE TRAIL PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, and approve increase to the construction change order authority from \$168,600.00 to \$283,600.00. Change order work included the removal of unsuitable materials, removal of rebar, and crushing of unsuitable materials placed back as fill material. Funding to cover the change order is available in the previously approved project budget. This project is funded by the Fire Facilities Fund and the Local Transportation Fund.

CC #: 7726

File #: 0900-05

CONTACT: Hossein Naghibzadeh 916-746-1300 hnaghibzadeh@roseville.ca.us

7.19. Fire Station Landscape Design - Professional Design Services Agreement

Memo from Assistant Fire Chief Brian Diemer and Fire Chief Rick Bartee recommending Council adopt RESOLUTION NO. 16-202 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a request for the approval of the professional design services agreement with Callander Associates Landscape Architecture in the amount of \$49,965.00 for landscape design of Fire Stations 2, 3, 4, 7 and 9. The scope of work included in this agreement focuses on site assessment and construction documents for the selected fire stations. Allocations for site assessments and preparation of construction documents were approved in the FY2015-16 Budget through the City Facilities Rehabilitation Fund.

CC #: 7698

File #: 0324

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

7.20. Antelope Creek Flood Control Project - Grants of Easement

Memo from Senior Engineer Carl Walker and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-217 APPROVING AN AGREEMENT FOR GRANTS OF EASEMENT BY AND BETWEEN THE PLACER COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of these easements which will allow the flood control project to detain peak storm related creek

flows along Antelope Creek which may result in inundation of a portion of City owned open space parcels. The City will receive \$3,714.00 in compensation for the easements.
CC #: 7725

File #: 0309-01 & 002-06

CONTACT: Carl Walker 916-746-1300 cwalker@roseville.ca.us

7.21. American Disabilities Act Consulting - Professional Services Agreement

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-200 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ACCESSIBILITY CONSULTANTS INCORPORATED, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting approval of a resolution authorizing the City Manager to sign the professional services agreement with Accessibility Consultants Incorporated to perform a full accessibility assessment at City facilities and City parks to perform a self-evaluation. Total value of the agreement is \$116,500.00. Funding for this agreement is included in the ADA Compliance annual Capital Improvement Project, \$43,500.00 for Phase I in FY2015-16 Budget and \$73,000.00 for Phase II in proposed FY2016-17 Budget.

CC #: 7696

File #: 0800-01

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

7.22. General Municipal Election - November 8, 2016

Memo from City Clerk Technician Judy Moore and City Clerk Sonia Orozco recommending Council adopt RESOLUTION NO. 16-203 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE DECLARING AN ELECTION BE HELD IN ITS JURISDICTION ON TUESDAY, NOVEMBER 8, 2016; REQUESTING THE PLACER COUNTY BOARD OF SUPERVISORS TO CONSOLIDATE THE ELECTION WITH ANY OTHER ELECTION CONDUCTED ON SAID DATE, AND REQUESTING ELECTION SERVICES BY THE PLACER COUNTY CLERK. The Roseville Charter Section 6.01 requires municipal elections for the selection of Councilmembers and states such elections shall be held in the City in each even-numbered year. Pursuant to the Charter, the City will hold an election on Tuesday, November 8, 2016. The election will fill vacancies for three city councilmembers whose terms are expiring in 2016. The City Clerk also requests the City Council approve consolidation of the election with the Placer County Clerk, who will provide election services on behalf of the City of Roseville. The estimated cost of the election is \$94,750.00 and will be paid from the City's General Fund.

CC #: 7700

File #: 0502-01

CONTACT: Judy Moore 916-774-5267 jmoore@roseville.ca.us

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

7.23. Resolution of Intention to Form HP Campus Oaks Community Facilities District No. 2 (Public Services)

Memo from Administrative Analyst Jeannine Thrash and Finance Director Monty Hanks recommending Council adopt RESOLUTION NO. 16-205 OF INTENTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT AND LEVY A SPECIAL TAX IN HP CAMPUS OAKS COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES) TO FINANCE CERTAIN PUBLIC

SERVICES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT. The landowner, BBC Roseville Oaks, LLC, as owner of certain real property described in the boundary map, is obligated under the Fourth Amendment to the Development Agreement by and between the City of Roseville and BBC Roseville Oaks, LLC Relative to the Campus Oaks Property of the Roseville Master Plan, to participate in the formation of a Community Facilities District (CFD) to provide a funding mechanism to provide maintenance of the neighborhood parks, streetscapes, paseos, and open space parcels within the Campus Oaks property. The property within the boundaries of the CFD will be assessed special taxes as described in the Rate and Method of Apportionment included as an attachment to the Resolution of Intention. The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs for the maintenance as allowed per the List of Authorized Services. The special taxes will allow for an annual escalation factor, not to exceed 4%. The formation and administration of the CFD will not impact the City's General Fund.

CC #: 7704

File #: 0206-03-01

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

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

7.24. Street Closure Request - Courage Run 2016 - June 11, 2016

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-201 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND COURAGE WORLDWIDE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests Council approve the closure of the following streets on Saturday, June 11, 2016 from 8:00 a.m. – 10:30 a.m.: Westbound East Roseville Parkway between Sierra College Boulevard and the City limits up to the point in which Placer County jurisdiction commences. All costs associated with this event for City services will be reimbursed by Courage Worldwide, Inc.

CC #: 7697

File #: 0109-02

CONTACT: Jamie Hazen 916-774-5978 jhazen@roseville.ca.us

7.25. Harding to Royer Bike Trail Segment 3 Project - Agreement for Sale of Real Property

Memo from Assistant Engineer Cathy Gosalvez and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-218 APPROVING AN AGREEMENT FOR SALE OF REAL PROPERTY, BY AND BETWEEN THE CITY OF ROSEVILLE AND KEVIN KEMPER AND COLLEEN KEMPER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 16-219 APPROVING AN AGREEMENT FOR SALE OF REAL PROPERTY, BY AND BETWEEN THE CITY OF ROSEVILLE AND STEVE CROUCH AND JUDY CROUCH, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a request of Council to approve the Agreements for Sale of Real Property for the purchase of property for the Harding to Royer Bike Trail Segment 3 Project with Kevin and Colleen Kemper in the amount of \$22,800.00, and with Steve and Judy Crouch in the amount of \$39,385.00. This project will extend the Harding to Royer Bike Trail from Folsom Road to the new Fire Station #1 at Lincoln Street. Funding for this acquisition is from a combination of Transportation Development Act and Congestion Management and Air Quality improvement grants. No General Funds are being used.

CC #: 7730

File #: 0721-05 & 1002

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

7.26. Finance Authority - FY2016-17 Budget

Memo from Administrative Analyst Jeannine Thrash and Finance Director Monty Hanks recommending Council adopt ROSEVILLE FINANCE AUTHORITY RESOLUTION NO. 1-16 ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2016-17. The debt service payment of \$11,432,670 reflects the Certificates of Participation (COPs) for Corporation Yard and 316 Vernon Street along with the Mark Roos refunding of Community Facilities Districts (CFDs). The Authority controls other COPs, but that debt service is reflected within each respective Enterprise Fund. For CFD issues, the Authority acts as a conduit to collect payments for the refunding of two or more special districts. The budget document provides a financial summary of the Roseville Finance Authority Fund. No fiscal impact to report.

CC #: 7705

File #: 0103-29-02

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

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

7.27. Roseville Natural Gas Financing Authority - FY2016-17 Budget

Memo from Financial Analyst Jeannine Thrash and Finance Director Monty Hanks recommending Council adopt ROSEVILLE NATURAL GAS FINANCING AUTHORITY RESOLUTION NO. 1-16 ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2016/2017. This item requests approval of the Roseville Natural Gas Financing Authority Budget for Fiscal Year 2016/2017. The debt service and administrative expenses of \$16,828,350.00 reflect the Gas Revenue Bonds for the delivery of natural gas used for Roseville Energy Park. The budget document provides a financial summary of the Roseville Natural Gas Financing Authority Fund. No fiscal impact to report.

CC #: 7707

File #: 0103-17

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

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

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

7.28. Community Development Block Grant and BEGIN Re-Use - Budget Adjustment

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Chris Robles recommending Council adopt ORDINANCE NO. 5691 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Community Development Block Grant (CDBG) Program received a loan payoff in the amount of \$207,000.00 in March 2016. This item requests approval of a budget adjustment of \$207,000.00 to fund additional Owner Occupied Rehabilitation Program loans. Additionally, the BEGIN Re-Use Fund continues to receive loan payoffs currently totaling over \$150,000.00. This item requests approval of a budget adjustment of \$150,000.00 to fund additional Owner Occupied Rehabilitation Program loans. The source of funds for the rehabilitation loans is CDBG program income and BEGIN Re-Use, administered through HUD. This action has no impact to the General Fund.

CC #: 7727

File #: 0201-01 & 0709

CONTACT: Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us

7.29. Recycled Water Systems Evaluation - Professional Services Agreement Amendment and Budget Adjustment

Memo from Senior Engineer George Hanson and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-206 APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND RMC WATER AND ENVIRONMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5687 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval of the Second Amendment to the Professional Services Agreement with RMC Water and Environment for conducting a Recycled Water Systems Evaluation. The Amendment increases the previous contract by \$18,210.00 for a revised total contract cost of \$189,116.00. The budget adjustment will transfer \$18,210.00 from the available resources of the Wastewater Operations Fund to the Recycled Water Operations Fund to fund this second amendment. The project is funded from the Recycled Water Operations Fund.

CC #: 7709

File #: 0201-01 & 0800-02

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

7.30. Amoruso Ranch Specific Plan Professional Services - Budget Adjustment

Memo from Administrative Analyst Brandy LeBeau and Development Services Director Kevin Payne recommending Council adopt ORDINANCE NO. 5686 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Development Services Department, Planning Division, requests that the City Council adopt an ordinance for a budget adjustment of \$150,000.00 for professional services and City staff costs required for the processing of the Amoruso Ranch Specific Plan. Funding for this budget adjustment will be provided through reimbursement by the project proponent. This item will not have an impact on the General Fund.

CC #: 7692

File #: 0201-01 & 0800-06

CONTACT: Brandy LeBeau 916-774-5278 blebeau@roseville.ca.us

7.31. Westpark Community Facilities District No. 2 - FY2016 Budget Adjustment

Memo from Financial Analyst Jennifer Kwok and Finance Director Monty Hanks recommending Council adopt ORDINANCE NO. 5689 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The City's Park & Recreation Department has determined a budget adjustment is needed for Westpark CFD #2 due to the new development on the west side of the City. The budget adjustment is an increase to the contract maintenance for landscaping of \$30,000.00 (from \$277,400.00 to \$307,400.00) which is mainly attributed to five new streetscapes that were added for maintenance this fiscal year. There is no impact on the General Fund since the maintenance costs are covered directly by the Communities Facilities District.

CC #: 7715

File #: 0201-01 & 0704

CONTACT: Jennifer Kwok 916-774-5307 jkwok@roseville.ca.us

7.32. 2015 Regional Surface Transportation Program Arterial Resurfacing Project - Award of Contract and Budget Adjustment

Memo from Associate Engineer Luz "Nina" Buelna and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-197 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CENTRAL VALLEY ENGINEER AND ASPHALT INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5685 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item recommends Council award the project to the lowest responsive bidder, Central Valley Engineering and Asphalt, Inc., in the amount of \$6,390,294.00 with authorization for staff to exceed the amount by 10% as a construction contingency for change orders, authorize the City Manager to execute the agreement, and authorize a budget adjustment to transfer \$750,000.00 from the Local Transportation Fund and \$700,000.00 from the Gas Tax Fund to the project account. The project is funded with Local Transportation Funds and federal Regional Surface Transportation Program grant funds. No General Funds will be used for this project. The project will resurface various arterial roadways throughout the City.

CC #: 7690

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

CONTACT: Luz "Nina" Buelna 917-746-1375 nbuelna@roseville.ca.us

7.33. Westbrook Monitoring Well - Reimbursement Agreement Amendment and Budget Adjustment

Memo from Senior Engineer Jose Lopez and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-216 APPROVING A FIRST AMENDMENT TO CITY/DEVELOPER REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WP DEVELOPMENT COMPANY, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5690 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The development agreement for the Westbrook area within the Sierra Vista Specific Plan states the City shall be responsible for the construction of a monitoring well for determining water production, water quality, and above ground well improvements. To facilitate the well drilling process the City agreed to enter into a Reimbursement Agreement with WP Development Company, LLC (Developer) for the construction of the monitoring well for a cost of \$125,935.00. Actual construction costs were higher than estimated due to construction complications and additional design services. This increased project costs by \$67,237.00 for a final design and construction cost of \$193,172.00. An amendment of the reimbursement agreement and approval of a budget adjustment are requested. Funding for the monitoring well is provided by Water Connection Fees.

CC #: 7724

File #: 0201-01 & 0800-02

CONTACT: Jose Lopez 916-774-5688 jlopez@roseville.ca.us

Ordinances (for second reading and adoption)

- 7.34. Second Reading of Ordinance - Municipal Code Amendment - Personnel Rules and Regulations - Paid Sick Leave
ORDINANCE NO. 5692 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING SECTION 3.00.415 OF CHAPTER 3.00 AND AMENDING SECTIONS 3.00.420 OF CHAPTER 3.00 AND 3.12.070 OF CHAPTER 3.12 OF TITLE 3 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PAID SICK LEAVE, for second reading and adoption.
CC #: 7734
File #: 0600-03
CONTACT: Gayle Satchwell 916-774-5374 gsatchwell@roseville.ca.us

Reports / Requests

- 7.35. Transportation Development Act Audit Report for the Fiscal Year Ended June 30, 2015
Memo from Financial Analyst Jennifer Kwok and Finance Director Monty Hanks with an informational report. The Placer County Transportation Planning Agency, as the administrator of Placer County Local Transportation Fund, is required to perform annual fiscal audits of jurisdictions within Placer County claiming Transportation Development Act funds. There is no impact to the City's General Fund.
CC #: 7713
File #: 0201-02 & 0721
CONTACT: Jennifer Kwok 916-774-5307 jkwok@roseville.ca.us
- 7.36. Housing Authority Status Report - Housing Choice Voucher Program Activity
Memo from Housing Supervisor Nancy Cox and Housing Authority Assistant Director Chris Robles recommending the Housing Authority accept the quarterly report of the Roseville Housing Authority Housing Choice Voucher Program activity. The Council, acting as the Roseville Housing Authority will receive the report with no action required. This report is for informational purposes only and has no impact on the City's General Fund.
CC #: 7722
File #: 0709-02-01
CONTACT: Nancy Cox 916-774-5451 ncox@roseville.ca.us
- 7.37. City of Roseville FY2016-17 Proposed Annual Budget
Memo from Budget Manager Kathy Cullen and Finance Director Monty Hanks recommending Council review the proposed City of Roseville FY2016-17 Annual Budget and hold a public hearing on June 8, 2016 at 6:00 p.m. The budget adoption is scheduled for the June 15, 2016 Council meeting.
CC #: 7728
File #: 0201
CONTACT: Kathy Cullen 916-746-1306 kcullen@roseville.ca.us
- 7.38. Out of State Travel Request - Fire Department
Memo from Fire Division Chief Jason Rizzi and Fire Chief Rick Bartee recommending Council approval for Fire Division Chief Jason Rizzi and Police Lieutenant Troy Bergstrom, who both chair the City's Emergency Management Team and lead the City's emergency planning and preparedness efforts, to attend the Enhanced All-Hazards Incident Management/Unified Command course being held at the Emergency Operations Training Center in College Station, Texas, June 27, 2016 - July 1, 2016. All travel, lodging and registration fees are covered by the Federal Emergency Management Agency.

The only costs to the City is the per diem costs for both Division Chief Rizzi and Lieutenant Bergstrom in the total amount of \$590.00.

CC #: 7695

File #: 0600-02

CONTACT: Jason Rizzi 916-774-5802 jrizzi@roseville.ca.us

Ceremonial Documents

7.39. Resolution of Commendation and Appreciation to Kim Ambuehl

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

CC #: 7708

File #: 0102-10

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

Motion by Herman, seconded by Rohan, to approve the Consent Calendar as recommended.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

END OF CONSENT CALENDAR

10. PUBLIC HEARING

NOTICE TO THE PUBLIC City Council, when considering the matter scheduled for hearing, will take the following actions: 1. Open the Public Hearing 2. Presentation by Staff 3. Presentation by Applicant or Appellant 4. Accept Public Testimony 5. Appellant or Applicant Rebuttal Period 6. Close the Public Hearing 7. City Council Comment and Questions 8. City Council Action In the future, if you wish to challenge in court any of the matters on this agenda for which a public hearing is to be conducted, you may be limited to raising only those issues, which you, or someone else raised orally at the Public Hearing or in written correspondence received by the City or before the hearing Public Hearings listed for continuance will be continued as noted and posting of this agenda serves as notice of continuation.
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10.1. Tax Equity Fiscal Responsibility Act Hearing - Campus Oaks Apartments Phases 1 and 2

Memo from Administrative Analyst Jeannine Thrash and Finance Director Monty Hanks recommending Council adopt RESOLUTION NO. 16-208 APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR THE CAMPUS OAKS APARTMENTS PHASE I AND II. Campus Oaks Apartments 1, LLC, an Illinois limited liability company and Campus Oaks Apartments 2, LLC, an Illinois limited liability

company requested that California Statewide Communities Development Authority (CSCDA) serve as a municipal issuer of the bonds in aggregate principal not to exceed \$81,000,000.00. The proceeds of the bonds will be used for financing the costs of acquisition and construction of a 185-unit multifamily rental housing project, plus ancillary and subordinate financing located at the Southwest corner of Crimson Ridge Drive and HP Way, Roseville, California, to be known as Campus Oaks Apartment Phase I and a 210-unit multifamily rental housing project, plus ancillary and subordinate facilities located at the Southwest corner of Painted Desert Drive and HP Way, Roseville, California, to be known as Campus Oaks Apartments Phase II. The City must conduct a public hearing to provide members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the project, and following the close of the TEFRA Hearing, must provide its approval of the issuance of the bonds for the financing of the project. Participation by the City in the CSCDA will not impact the City's appropriations limits and will not constitute any type of indebtedness by the City. Outside of holding the TEFRA hearing, adopting the required resolution, no other participation or activity of the City or the City Council with respect to the issuance of the bonds will be required. The approval of this resolution does not have any impact on the City's General Fund.

CC #: 7711

File #: 0709

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

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

Item heard out of order.

Mayor Garcia opened the public hearing.

Finance Director Monty Hanks made the presentation to Council.

Scott Canel, Canel Companies, spoke in favor.

James Hamill, California Statewide Communities Development Authority Managing Director spoke in favor.

Mayor Garcia closed the public hearing.

Motion by Herman, seconded by Gore, to adopt RESOLUTION NO. 16-208 APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR THE CAMPUS OAKS APARTMENTS PHASE I AND II.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

8. RESOLUTIONS

8.1. Draft Transportation Sales Tax Expenditure Plan

Memo from Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-199 APPROVING A TRANSPORTATION EXPENDITURE PLAN. This item is requesting the City Council to adopt the Draft Transportation Sales Tax Expenditure Plan (DTSTEP) prepared by the Placer County Transportation Planning Agency. The DTSTEP contains a list of improvements that would be funded with

transportation sales tax revenues. The DTSTEP would only become effective in the event the transportation sales tax initiative is placed on the November 2016 General Election ballot and the voting public approves the initiative.

CC #: 7694

File #: 0721

CONTACT: Rhon Herndon 916-774-5331 rherndon@roseville.ca.us

Public Works Director Rhon Herndon made the presentation to Council.

Celia McAdam, Executive Director of the Placer County Transportation Planning Agency, spoke on projects, funding needs and plan for expenditures when a Transportation Sales Tax Initiative is placed on the November 8, 2016 General Election ballot and approved by the voters.

No public comment received.

Motion by Herman, seconded by Rohan, to adopt RESOLUTION NO. 16-199 APPROVING A TRANSPORTATION EXPENDITURE PLAN.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

8.2. Finance Authority - Special Tax Refunding Bonds, Series 2016

Memo from Financial Analyst Vanessa Lieberman and Finance Director Monty Hanks recommending Council adopt ROSEVILLE FINANCE AUTHORITY RESOLUTION NO. 2-16 OF THE BOARD OF DIRECTORS OF THE ROSEVILLE FINANCE AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF REFUNDING REVENUE BONDS FOR THE PURPOSE OF REFUNDING OUTSTANDING REVENUE BONDS, 2006 SERIES A (SENIOR LIEN BONDS) AND 2006 SERIES B (JUNIOR LIEN BONDS), AND APPROVING RELATED DOCUMENTS AND ACTIONS. The City has identified a multitude of savings by refunding the Roseville Finance Authority Revenue Bonds Series 2006 A and Series 2006 B. Not only will this create a \$5.3 million reduction in debt service, it will reduce the special tax assessments to property owners within the districts of Highland Reserve North CFD No. 1 and Woodcreek East Communities Facilities District No. 1 by approximately three percent. There is no negative impact to the City's General Fund.

CC #: 7706

File #: 0206-03-01

CONTACT: Vanessa Lieberman 916-774-5189 vlieberman@roseville.ca.us

Finance Director Monty Hanks made the presentation to Council.

No public comment received.

Motion by Gore, seconded by Roccucci, to adopt ROSEVILLE FINANCE AUTHORITY RESOLUTION NO. 2-16 OF THE BOARD OF DIRECTORS OF THE ROSEVILLE FINANCE AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF REFUNDING REVENUE BONDS FOR THE PURPOSE OF REFUNDING OUTSTANDING REVENUE BONDS, 2006 SERIES A (SENIOR LIEN BONDS) AND 2006 SERIES B (JUNIOR LIEN BONDS), AND APPROVING RELATED DOCUMENTS AND ACTIONS.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None
Absent: None

8.3. Successor Agency to the Former Redevelopment Agency - Approval of Refunded 2016 Tax Allocation Bonds

Memo from Financial Analyst Melissa Hagan and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 16-224 OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF ROSEVILLE CONFIRMING THE ISSUANCE OF 2016 TAX ALLOCATION REFUNDING BONDS PURSUANT TO A THIRD SUPPLEMENTAL INDENTURE OF TRUST AND APPROVING PRELIMINARY AND FINAL OFFICIAL STATEMENTS AND PROVIDING OTHER MATTERS RELATING THERETO. The former Redevelopment Agency originally issued \$22,945,000.00 in tax allocation bonds in 2006 to fund public improvement projects, acquire property, and fund commercial loans in the downtown and historic districts located in the redevelopment plan area. The Agency is requesting the Successor Agency approve a resolution to refund the remaining balance of the bonds (\$21,080,000.00) to achieve debt service savings. There will be no fiscal impact to the City or the Successor Agency as all of the costs associated with the refunding are included as part of the issuance of the bonds.

CC #: 7735

File #: 0103-10-04

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

Finance Director Monty Hanks introduced Financial Analyst Melissa Hagan

Financial Analyst Melissa Hagan made the presentation to Council.

No public comment received.

Motion by Herman, seconded by Gore, to adopt RESOLUTION NO.16-224 OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF ROSEVILLE CONFIRMING THE ISSUANCE OF 2016 TAX ALLOCATION REFUNDING BONDS PURSUANT TO A THIRD SUPPLEMENTAL INDENTURE OF TRUST AND APPROVING PRELIMINARY AND FINAL OFFICIAL STATEMENTS AND PROVIDING OTHER MATTERS RELATING THERETO.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Oak Street Parking Facility Update

Informational update on the progress of the Oak Street Parking Facility Project. Presentation will highlight progress, schedule, budget, and next steps.

CC #: 7737

File #: 0102-11

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

Development Analyst Bill Aiken made the presentation to Council.

No public comment received.

For information only. No action required.

9.2. Roseville Grants Advisory Commission - FY2016/17 Funding Recommendations

Memo from Economic Development Manager Laura Matteoli and Economic Development Director Chris Robles recommending Council approve the Roseville Grants Advisory Commission's recommendation to fund 49 grants in the amount of \$404,353.00 (\$393,123.00 from the Citizens Benefit Fund and \$11,230.00 from the REACH Fund) and include the \$404,353.00 in the FY2016-17 City of Roseville Budget. The administration of the grants program has a nominal cost associated with staff resources. Estimated annual cost of administration is approximately \$30,000.00 annually.

CC #: 7699

File #: 0103-34-02

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

Economic Development Manager Laura Matteoli made the presentation to Council.

No public comment received.

Mayor Garcia left the dais due to potential conflict of interest with Roseville Police Activities League, Inc.

Motion by Herman, seconded by Gore, to approve the Roseville Grants Advisory Commission recommendation to award Roseville Police Activities League Inc. funding in the amount of \$10,000.00.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci

Noes: None

Absent: Garcia

Mayor Garcia returned to the dais.

Councilmember Roccucci left the dais due to potential conflict of interest with St. Vincent de Paul Society, Roseville Area Conference.

Motion by Gore, seconded by Rohan, to approve the Roseville Grants Advisory Commission's recommendation to award St. Vincent de Paul Society, Roseville Area Conference funding in the amount of \$10,000.00.

Roll call vote: Ayes: Gore, Rohan, Herman, Garcia

Noes: None

Absent: Roccucci

Councilmember Roccucci returned to the dais.

Motion by Herman, seconded by Gore, to approve the Roseville Grants Advisory Commission's recommendation for funding of the remaining agencies as presented and include the amount of \$404,353.00 in the FY2016-2017 City of Roseville Budget along with the list of grant recipients.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

Motion by Herman, seconded by Roccucci, to approve the Roseville Grants Advisory Commission's recommendation to deny funding to the remaining agencies that applied.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

Motion by Rohan, seconded by Herman, to roll back the remaining \$6,877 from the Citizen's Benefit Fund to the Council's Discretionary funding account effective July 1, 2016. Direction to staff to provide more information on each discretionary request in order for Council to make decision. Careful analysis should be completed prior to approval of request.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

Item 10 heard previously and out of order.

11. COUNCIL / STAFF / REPORTS/ COMMENTS

11.1. Environmental Utilities Update - Drought Measures

Environmental Utilities Director Richard Plecker made the presentation to Council.

Placer Ranch Project – Vice Mayor Rohan requested staff contact Placer County in order for Placer County to provide information on status on project. Council consensus to direct staff.

Placer County Fairgrounds Veterans Stand Down Event – Councilmember Roccucci reported on attendance.

Veterans Service Appreciation – Councilmember Herman reported on attendance.

Roseville 2016 Event – Councilmember Herman reported on attendance.

New Homes Being Built in Older Neighborhoods – Mayor Garcia requested staff study cities for recommendations for residential design standards when newer homes are built in older neighborhoods.

12. ADJOURNMENT

Motion by Herman, seconded by Gore, to adjourn the meeting at 8:50 p.m.

Vote: All Ayes

CAROL GARCIA, MAYOR

SONIA OROZCO, CMC
CITY CLERK



MINUTES

June 8, 2016

CITY COUNCIL BUDGET WORKSHOP

6:00 p.m.

City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

Mayor Carol Garcia called the June 8, 2016 City Council Budget Workshop to order at 6:00 p.m.

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Herman.

NOTICE TO THE PUBLIC

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

4. PUBLIC COMMENTS

No public comment received.

5. BUDGET WORKSHOP

- A. Introduction – Rob Jensen, City Manager
 - B. Budget Philosophy – Jay Panzica, Chief Financial Officer
 - C. Citywide and General Fund Overview – Monty Hanks, Finance Director
 - D. Electric Budget – Michelle Bertolino, Electric Utility Director
 - E. Environmental Utilities Budget – Richard Plecker, Environmental Utilities Director
 - F. Capital Improvement Projects – Rhon Herndon, Public Works Director
- CONTACT: Monty Hanks 774-5313 mhanks@roseville.ca.us

A. Introduction:

City Manager Rob Jensen made the introductory and budget philosophy presentation to Council. Budget is balanced and provides a greater amount of transparency. City Manager Jensen further spoke on fiscal soundness policies. Budget was also built around the Council's goals.

B. Budget Philosophy:

Chief Financial Officer Jay Panzica made the Budget Philosophy presentation to Council.

- Over 30 years Roseville has had a budget philosophy that served it well. However the world has changed, thus the need for some new processes. As stewards of public funds, we must:
 1. Articulate clear priorities
 2. Be thoughtful in our allocations
 3. Be precise in our implementation
- FY 15-16 is the first year of our revised budget process
 - Has been working well
 - Usable and accurate
 - Positive feedback about reading the budget document
 - Quarterly monitoring meetings are keeping expenses on track
 - Departments meeting their targets
- Will continue with this year's success
 - Striving to continually improve:
 - Transparency
 - Accuracy
 - Usability
 - Review prior spending history
 - Set targets based on need
 - Balance needs with available resources
- Budget Goals Year 2
 - Build budget to be as accurate as possible
 - No "mid-year"
 - Maintain fiscal responsibility
 - Implement council priorities
 - Operating Revenues must exceed Operating Expenses
 - Live within our means while...
 - Providing core services
 - Strategic about growth
 - Maintain 100% reserve levels for General Liability, Workers Comp, Auto Replacement
 - Work towards 100% funding level of other reserves: OPEB, PERS, etc.
 - Fund MOU commitments
 - Provide appropriate funding levels for the Internal Service Funds
 - Fleet, General Liability and Workers Comp
 - CIP Rehabilitation

- Process To Achieve Goals
 - Materials and Supplies
 - This where we have the most control
 - Reviewed prior 3 years' actual spending
 - Set targets as a starting point, reviewed with DHs
 - Requests for additional budget dollars brought to Manager Reviews
- Salaries and Benefits
 - Increased vacancy factor from 3% to 4%
 - Meeting the FY 15-16 goal
 - Continued Use of the General Fund Contingency
 - Removed and centralized 'what-if' funds
 - \$1.4 million set aside
 - Provides a funding source for new appropriations not identified during budget preparation

C. Citywide and General Fund Overview

Finance Director Monty Hanks made the Citywide and General Fund Overview presentation to Council.

- Council Priorities
 - Public Safety
 - Fiscal soundness
 - Economic development
 - Sound and stable utilities
 - Great downtown
 - Infrastructure
 - Legislative advocacy
 - Civic engagement

Finance Director Monty Hanks spoke on General Fund revenues and expenditures.

- General Fund staffing was outlined:
 - General Fund: Net increase of 2.5 positions
 - 8.0 New positions added to General Fund ('GF')
 - +2 Parks Recreation and Libraries
 - +2 Development Services
 - +2 Central Services
 - +1 Police
 - +1 Finance
 - 5.5 Removed from GF due to re-class/adjustments
 - -4.0: Storm Water moved out of General Fund
 - -1.0: Housing reorganization
 - -0.5: Fire re-class
 - Other funds (Non-GF): Net increase of 7.25 positions
 - 3.0 new positions
 - +1.0 Electric

- +2.0 Water
- 4.25 Added to due to re-class/adjustments:
- +4.0 Storm Water adjustment from General Fund
- +0.25 Environmental Utilities re-class

Richard Tepolt, Roseville spoke in support of public safety staffing denoting more needs to be done to keep Public Safety departments fully staffed.

- In the FY16/17 Budget
 - Operating revenue up 1.7%
 - \$2.4 million increase vs. Year End FY16 estimate
 - Expenditures Up 2.0%
 - \$2.8 million increase vs. Year End FY16 estimate
 - Staffing
 - 8.0 new GF positions proposed
 - Continued Balance Budget
 - 2nd consecutive year
- Revenue Forecast vs. FY15/16 Year End Estimate
 - Property Tax up 5.8%
 - \$2.2 million increase
 - Sales Tax remains relatively flat (< 0.5% change)
 - Sunset of Triple Flip
 - Transfers In up 15.3%
 - \$661k increase
 - Electric Franchise Fees up 7.4%
 - \$437k increase
 - Licenses and Permits up 12.7%
 - \$274k increase
- FY16/17 General Fund Revenues

○ Sales Tax	38.0 M
○ Property Tax	27.9 M
○ Indirect Cost Recovery	9.5 M
○ Charges for Current Services	7.6 M
○ Franchise Fees	6.1 M
○ Other Revenue	3.9 M
○ Other Taxes	3.4 M
○ Transfers In	3.6 M
- Pressure on Funding Needs
 - Current budgets are still not paying full share of bills
 - Last year we addressed:
 - Workers Compensation
 - General Liability
 - Litigation Reserve
- Underfunded Issues Still Outstanding:
 - PERS - \$235m citywide, \$192M GF
 - Expect to close over 28 years
 - Tier 1 & 2 OPEB - \$152M unfunded
 - Funding \$7.6m vs. needed \$12M

- CIP Rehab - \$55m underfunded
- Funding \$1.5m vs. \$5.5M
- Streets – \$50m unfunded
- Funding \$4-5M vs. \$9-10M for 9-10yrs
- SIF –TBD
- General Fund Expenditures
 - Police 25.7M
 - Fire 20.0M
 - General Government 21.1M
(11 Departments)
 - Parks, Recreation, Library 14.3M
 - Other 8.0M
 - Development Services 5.9M
 - Public Works 5.0M
- Impacts on 5 year forecast
 - MOU agreements (-)
 - Salary/Benefit increases
 - Increased staffing levels (-)
 - Slowing growth of sales taxes (-)
 - Continuing development activity (+/-)
 - Increasing public expectations (-)
 - Property tax growth (+)

Finance Director Monty Hanks provided presentation on General Fund budget highlights. Highlights on golf programs, childcare and transit services were also addressed.

D. Electric Budget

Electric Utility Director Michelle Bertolino made the Electric Budget presentation to Council.

- FY16/17 Electric Highlights
 - Revenues down
 - Electricity consumption flat
 - Hydroelectric surcharge eliminated
 - Expenses down
 - Power supply costs down
 - Power plant expenses down
- FY16/17 Major Initiatives
 - Recruitment, retention and succession
 - Initiate community solar program
 - Contract for advance metering
 - Asset construction and rehabilitation
 - Begin 2017 rate case

- Public Benefit Programs in FY17
 - 1.5M: non-residential lighting, space cooling, refrigeration, & custom rebates
 - 800,000: residential rebates & home energy reports
 - 600,000: solar rebates
 - 400,000: low income discounts

E. Environmental Utilities Budget

Environmental Utilities Director Richard Plecker and Business Services Manager Carol Margetich made the Environmental Utilities Budget presentation to Council.

- FY17 EU Budget Highlights
 - Proposed expenditures consistent with approved rate case last year
 - Called for increases in water and wastewater FY17
 - We prepare 10 year forecasts to model revenues and expenses
 - We budget for balance in the long-term
 - Our rehabilitation program is fully funded in cash (not debt)
 - Our rates are some of the lowest around the region
- EU Focus & Major Efforts in FY17
 - Evolve internal structure for succession needs
 - Technology projects
 - Communication & advocacy
 - Integrated water planning
 - Rates & connection fees
 - Organic waste collection
 - Pleasant Grove WWTP expansion
 - Waste to energy (or fuel) project
- Revenue and expenditure projections presented.

F. Capital Improvement Projects

Public Works Director Rhon Herndon made the Capital Improvement Projects presentation to Council.

- Roseville Electric CIPs

○ Substations Rehabilitation	\$4.5M
○ Sierra Vista Substation	\$2.5M
○ Power Plant Improvements	\$5.6M
○ Development & Technology	\$6.6M
○ Other Projects	\$2.6M
○ Total	\$21.8M
- Environmental Utilities CIPs

○ WTP 2MG Tank Rehab	\$1.5M
○ Sunrise Ave 24 inch Water Rehab	\$1.1M
○ Well 9 Pump Station	\$1.0M
○ Advanced Metering Infrastructure	\$1.0M
○ Other Projects	\$2.2M
○ Wastewater Operations	\$1.0M

- Wastewater Rehabilitation \$.8M
 - Water Operations \$.2M
 - Water Construction \$.2M
 - **Total** **\$9.0M**
- Citywide Technology CIPs
 - Content Management System \$100K
 - Telephone System Upgrade \$510K
 - East Site Radio Tower Installation \$1.5M
 - 800-MegaHertz Radio Replacement \$7.3M
 - Network Infrastructure Improvements \$1.2M
 - Financial/HR/Information System Replacement \$11.2M
 - Citywide Data Center Move to 316 Vernon Street unknown
 - Parks & Recreation Registration Software \$150K
 - Law Enforcement Body Camera \$170K annually
 - Advanced Metering Infrastructure (AMI) \$19.2M
 - **Total** **\$49.7M**
- Central Services CIPs
 - Fire Station Rehab Projects \$138K
 - Police Dept. Rehab Projects \$655K
 - Mahany & Riley Rehab Projects \$215K
 - Maidu Rehab Projects \$ 50K
 - Corporation Yard Projects \$ 22K
 - **Total** **\$1.08M**
- Parks, Recreation & Libraries CIPs
 - Stizzo (F-50) School/Park \$2.02M
 - Waltrip Jr. (SSP 56) Park \$0.8M
 - Saugstad Park Skate Track \$0.15M
 - CIP Rehab Projects \$0.2M
 - Elizabeth Jane Fiddymment (F-97) \$0.7M
 - Kennedy (Stone Point) \$0.75M
 - Astill (W-50B) Park \$0.5M
 - F-54 Master Plan \$0.08M
 - WRSP Three-Plex Master Plan \$0.08M
 - W-50A School/Park Master Plan \$0.08M
 - Civic Plaza at Royer Park Design \$0.75M
 - **Total** **\$6.64M**
- Public Works CIPs
 - Fire Station #1 Construction \$4.9M
 - Downtown Bridges – Phase 1 \$3.8M
 - Oak Street Parking Garage \$10.5M
 - Roseville Road “S” Curve \$4.0M
 - Industrial Bridge Replacement \$3.8M
 - Louis/Orlando Transfer Point \$3.1M
 - Oak Ridge Bridge Replacement \$3.8M

○ Road Resurfacing/RCC	\$18.0M
○ Total	\$51.9M

Chief Financial Officer Jay Panzica concluded the presentation.

6. COUNCIL COMMENTS

Budget Presentation – Vice Mayor Rohan, Councilmember Roccucci, and Mayor Garcia expressed appreciation.

Memorandum of Understanding Going Forward – Councilmember Herman commented that cost breakdown and an understandable budget is important in order to make decisions.

Professionalism of Staff – Mayor Garcia expressed appreciation.

7. ADJOURNMENT

Motion by Herman, seconded by Roccucci, to adjourn the meeting at 8:00 p.m.

Vote: All Ayes

CAROL GARCIA, MAYOR

SONIA OROZCO, CMC
CITY CLERK



MINUTES

June 15, 2016

CITY COUNCIL MEETING HOUSING AUTHORITY MEETING

7:00 p.m.

City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

Mayor Carol Garcia called the June 15, 2016 City Council/Housing Authority meeting to order at 7:00 p.m.

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by David Henry, President of the Placer County Fair.

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

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

Moment of Silence held for the Orlando, Florida shooting victims.

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PRESENTATIONS

5.1. Proclamation - Alzheimer's and Brain Awareness Month

Proclaim June 2016 as Alzheimer's and Brain Awareness Month and June 20, 2016 as "The Longest Day" in Roseville, California and encourage citizens to visit actionalz.org to learn more about Alzheimer's and become part of the effort to combat this disease.

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

Mayor Garcia made the presentation to Jennifer Harrington, Alzheimer's Association Ambassador to Congressman Tom McClintock, Tally Kingsnorth, Volunteer Engagement Manager, and Darlene Cullivan, Alzheimer's Association member, who responded.

Mayor Garcia made the presentation to Jennifer Harrington, who responded.

5.2. Resolution of Congratulations to Sutter Health

Sutter Health be congratulated on its selection as a Truven Top 15 Health System Award recipient.

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

Mayor Garcia made the presentation to Sutter Roseville Medical Center CEO Pat Brady, who responded.

5.3. Resolution of Commendation to the Moose Lodge 1293

The Moose Lodge 1293 be commended for their valued contributions to the many organizations supporting youths and seniors in need, and the Roseville Community.

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

Mayor Garcia made the presentation to Moose Lodge Governor Tony Hernandez, Junior Governor Steve Richards and member Irene Orozco, who responded.

6. **PUBLIC COMMENTS**

NOTICE TO THE PUBLIC

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

26th. David Henry, Roseville, invited public to the Placer County Fair on June 23rd to June

Eileen Speaker, Roseville, spoke on "Big Day of Giving" results.

7. **CONSENT CALENDAR**

NOTICE TO THE PUBLIC

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

BEGINNING OF CONSENT CALENDAR

Approval of the Consent Calendar

Removed items 7.3 and 7.29 from the Consent Calendar to be discussed separately and approved the remaining items on the Consent Calendar as recommended

Minutes

7.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending Council approve the minutes of April 6, 2016 City Council Special Closed Session, April 6, 2016 City Council/Successor Agency of the Former Redevelopment Agency meeting, April 20, 2016 City Council Special Closed Session/City Council/Special Finance Authority/Special Housing Successor Agency meeting, May 4, 2016 City Council meeting.

CC #: 7780

File #: 0102-03

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

Bids / Purchases / Services

7.2. 2016 Sidewalk, Curb and Gutter Repair Project - Award of Contract

Memo from Assistant Engineer Nick Graves and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-250 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ALL-AMERICAN CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council award the 2016 Sidewalk, Curb & Gutter Repair Project to the lowest responsible bidder, All-American Construction, Inc., in the amount of \$229,349.00 and grant staff change order authorization to exceed the award amount by 10% (\$22,934.90) as a contingency. This project will repair curb, gutter, and sidewalks at various locations throughout the City, and install four intersection pedestrian access ramps. The project will be paid for by a combination of General Liability Insurance Funds, North Central Lighting & Landscaping District Sidewalk Maintenance Funds, Park Maintenance Funds, Street Maintenance Funds and Capital Improvement Project Rehabilitation Funds.

CC #: 7778

File #: 0900-04-01

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

7.3. Traffic Monitoring Cameras (RFQ 01-3086) - Purchase Order

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council authorize purchase orders to Control Tech West, Inc. as the lowest responsive bidder to RFQ 01-3086 for traffic monitoring cameras. The total estimated cost of the cameras from date of award through June 30, 2017 is \$296,700.00 or not to exceed department budgeted amounts. The cameras are primarily used for monitoring traffic conditions throughout the City. Funding is included in the Public Works Department's FY2015-16 Budget and their proposed FY2016-17 Budget pending Council approval of budgets.

CC #: 7740

File #: 0203-13-02

CONTACT: Joanna Oukrop 916-774-5745 joukrop@roseville.ca.us – Removed from Consent Calendar to be discussed separately

7.4. Sprinkler Parts (RFQ 01-3003) - Purchase Orders

Memo from Buyer Peter Brevik and Central Services Director Paul Diefenbach recommending Council authorize the renewal of open purchase orders to John Deere Landscapes and Ewing Irrigation for the purchase of sprinkler parts and related items. The estimated annual cost is \$55,000.00 or up to department budgeted amounts. Funding is included in the FY2016-17 Central Stores Inventory Replacement Account

Budget with costs being charged to the end using departments as the stock items are issued.

CC #: 7739

File #: 0203-10

CONTACT: Peter Brevik 916-774-5724 pbrevik@roseville.ca.us

7.5. Firewall Hardware and Maintenance Support Licenses - Purchase Order

Memo from EIM Systems Administrator Charles Aycock and Environmental Utilities Director Richard Plecker recommending Council authorize a purchase of hardware and associated maintenance support licenses for four Palo Alto firewalls, utilizing the California Multiple Award Schedules CMAS-3-07-70-1633Q. The total estimated cost of the purchase order is \$77,795.60. Funding is included in Environmental Utilities' FY2015-2016 budgets.

CC #: 7738

File #: 0203-09

CONTACT: Charles Aycock 916-746-1887 caycock@roseville.ca.us

7.6. High Voltage Testing Equipment - Purchase Order Increase

Memo from Senior Electric Materials Technician Greg Damitz and Electric Utility Director Michelle Bertolino recommending Council approve a sole source agreement and purchase order funding increase with STB Electrical Test Equipment, Inc. for \$7,500.00, raising the value of the purchase order from \$20,000.00 to \$27,500.00 to cover the cost of the required testing of high voltage equipment until the purchase order expiration date of June 30, 2016. Funds are available in the Roseville Electric Utility's FY2015-16 Budget to cover the cost of the increase.

CC #: 7777

File #: 0800-03

CONTACT: Greg Damitz 916-774-5644 gdamitz@roseville.ca.us

7.7. 316 Vernon Street Office Building - Office, Workstation, and Ancillary Furniture - Service Agreement

Memo from Development Services Manager Mike Isom and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-228 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND VANGUARD CONCEPT OFFICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1604385). This item is requesting approval of a service agreement not-to-exceed \$630,000.00 with Vanguard Concept Offices for the design, purchase, project management, and installation of office, workstation and ancillary furniture for the 316 Vernon Street Office Building. The City is utilizing the National IPA #20155000063 and National Joint Powers Alliance #031715-TKN contracts. The purchase is funded through the 316 Vernon Capital Improvement Project account. No General Fund monies are required or proposed.

CC #: 7744

File #: 0400-02-02-1

CONTACT: Mike Isom 916-774-5527 misom@roseville.ca.us

7.8. SIGMANet - Service Agreement

Memo from Information Technology Program Manager Matt Donaldson and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 16-269 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND SIGMANET, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF

OF THE CITY OF ROSEVILLE (S1605254). This agreement will allow the City to upgrade both the City's Internet routers and its data center switches. In the new data center at 316 Vernon, the City will implement redundant internet connections through separate internet service providers. New routers are needed to support this advanced configuration. Additionally, the network switches currently deployed in the City's data centers are between 6-10 years old. They have or will soon reach their physical end-of-life. What's more, the bandwidth capacity of these devices is below that required by many of today's network applications. Upgrading these switches will extend these services for another 5-10 years and meet the bandwidth requirements of today's and future applications. Products and services will be purchased utilizing California Multiple Award Schedules contracts. The total cost for these services will not exceed \$527,000.00. Funding is included in the construction budget for 316 Vernon Street and Information Technology's budget for FY2015-16.

CC #: 7781

File #: 0203-05

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

7.9. Internet Based Electric Usage Data - Service Agreement

Memo from Senior Energy Services Account Representative Mark Riffey and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 16-244 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND TELVENT DTN LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703202). This item is a request to approve a sole source service agreement with Telvent DTN, LLC, a firm that hosts an internet-based interactive system that provides energy usage data to the Electric Utility's largest customers. The total cost of the three year agreement is \$149,976.00 or \$49,992.00 per fiscal year. Funding will be included in future annual budgets, starting with the FY17 Electric Retail Services Budget for Public Benefits programs.

CC #: 7769

File #: 0800-03

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

7.10. Hydrofluorosilicic Acid - Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-233 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND THATCHER COMPANY OF CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703204). This is a request of Council to authorize a service agreement with Thatcher Company of California, Inc, as the lowest responsive bid received for BACC 08-2016 for the purchase and delivery of hydrofluorosilicic acid for the City's Water Treatment Plant. Hydrofluorosilicic acid is "fluoride" that is added to the water to prevent tooth decay. The total cost of service is \$120,000.00. Funding is included in the Environmental Utilities Department's FY2016-17 Budget.

CC #: 7753

File #: 0203-03

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

7.11. Sports Officiating Services - Service Agreement Renewal

Memo from Recreation Coordinator Chris Pelzman and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-236

APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND SUNRISE OFFICIALS ASSOCIATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1705163). This item is requesting Council approve the extension of the current service agreement between the City of Roseville and Sunrise Officials Association to provide sports officiating services for the adult softball program for the Parks, Recreation & Libraries Department in the amount of \$55,000.00 for FY2016-17. The funds for this service agreement have been allocated through the Parks, Recreation & Libraries Budget.

CC #: 7757

File #: 0704

CONTACT: Christopher Pelzman 916-774-5977 cpelzman@roseville.ca.us

7.12. Systems Furniture - Service Agreement

Memo from Senior Electric Business Analyst Joanna Cucchi and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 16-225 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND WESTERN CONTRACT FURNISHERS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1604370). This item requests approval of a service agreement with Western Contract to build six workstations in the Electric Administration building. Total cost of the service agreement is \$31,724.89. Funds are available in the Electric Department's General Facilities Capital Improvement Projects.

CC #: 7741

File #: 0800-03

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

7.13. Aqueous Ammonia - Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-230 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND ARGO CHEMICALS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703207). This is a request of Council to authorize a service agreement with Argo Chemicals, Inc. for the purchase and delivery of aqueous ammonia. This chemical is used in the selective catalytic reduction air pollution control system to reduce emissions of nitrous oxide. The estimated annual cost of the agreement is \$90,000.00. Funding is included in the Electric Department's FY2016-17 Budget.

CC #: 7746

File #: 0203-03

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

7.14. Securing Facilities Service - Service Agreement

Memo from Park Operations Supervisor Patrick Daly and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-234 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND LYONS SECURITY SERVICE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703225). This is a request of Council to approve the service agreement between the City and Lyons Security Service Inc., for the purpose of locking facility restrooms and performing basic inspections nightly of Parks, Recreation & Libraries facilities. The annual cost of the agreement is \$32,346.00 with a proposed contingency of \$7,654.00. Total contract is

not to exceed \$40,000.00. Funding is included in the FY2016-17 budgets of the Parks, Recreation & Libraries Department, Central Services Department, and Community Facilities Districts that fund park maintenance with restrooms.

CC #: 7754

File #: 0704

CONTACT: Patrick Daly 916-774-5764 pdaly@roseville.ca.us

7.15. Sports Officiating Services - Service Agreement Renewal

Memo from Recreation Coordinator Christopher Pelzman and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-248 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND HAWKINS OFFICIATING SERVICE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1705159); and adopt RESOLUTION NO. 16-249 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND HAWKINS OFFICIATING SERVICE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1705158). This is a request of Council to approve the extension of the current service agreements between the City and Hawkins Officiating Service to provide sports officiating services for the adult basketball, volleyball, and flag football programs for the Parks, Recreation & Libraries Department in the amount of \$45,000.00 (volleyball & flag football) and \$40,000.00 (basketball) for FY2016-17. The funds for these service agreements have been allocated through the Parks, Recreation & Libraries Operating Budget and are paid from fees collected from participating teams and players.

CC #: 7756

File #: 0704

CONTACT: Christopher Pelzman 916-774-5977 cpelzman@roseville.ca.us

7.16. General Construction and Repair – Service Agreement Amendment

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-240 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND BULLARD CONSTRUCTION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1605032). This is a request for authorization to amend an existing contract for miscellaneous construction and repair services with Bullard Construction. The contract amendment is for \$200,000.00 and will be funded through General Capital Improvement Project Rehabilitation Funds. The total amount of the contract amendment is \$380,000.00.

CC #: 7764

File #: 0203-04

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

7.17. Demolition Services (RFQ 01-3076) - Service Agreement

Memo from Buyer Peter Brevik and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-239 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND J BENDER COMPANY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1604374). This item requests Council authorize award of a service agreement to J Bender Company as the lowest responsive bidder to RFQ 01-3076 5650 Fiddymont Road Demolition. Park Development will eventually use this parcel as part of the open space trail system. The total cost of the demolition services is \$33,400.00.

Funding is included in the Park Development Facility Construction Budget for FY2015-16.

CC #: 7761

File #: 0203-10

CONTACT: Peter Brevik 916-774-5724 pbrevik@roseville.ca.us

Resolutions

7.18. Blue Oaks Commerce Center Phase 1 - Certificate of Completion

Memo from Construction Inspector Orville Chatterton and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-232 RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS BLUE OAKS COMMERCE CENTER (PHASE 1) PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 7752

File #: 0400-04-18

CONTACT: Orville Chatterton 916-774-5347 ochatterton@roseville.ca.us

7.19. Blue Oaks Commerce Center - Relinquishment Agreement

Memo from City Engineer Marc Stout and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-231 APPROVING THE RELINQUISHMENT AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION (CALTRANS), AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This agreement calls for Caltrans to relinquish right of way along Blue Oaks Boulevard and allow the City to construct a new public roadway to connect to Blue Oaks Boulevard within this right of way. This new roadway is identified as Fidelity Way and was previously approved by the Planning Commission in 2010 as part of the Blue Oaks Commerce Center Project. Approval of the Relinquishment Agreement with Caltrans will not result in a fiscal impact to the City.

CC #: 7747

File #: 0800-06

CONTACT: Marc Stout 916-774-5339 mstout@roseville.ca.us

7.20. 316 Vernon Office Building - Professional Services Agreement Amendment

Memo from Development Services Manager Mike Isom and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-227 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND QUALITY ASSURANCE ENGINEERING, INC., DBA CONSOLIDATED ENGINEERING LABORATORIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is the first amendment to a professional services agreement with Quality Assurance Engineering, Inc., DBA Consolidated Engineering Laboratories to perform required special inspections and testing services for the 316 Vernon Office Building Project. The proposed amendment adds \$19,396.26 to the contract for additional labor hours associated with special inspections and materials testing required by the California

Building Code, including but not limited to welding, grout testing, concrete compression, concrete stressing, etc. The amendment results in a revised not-to-exceed contract total of \$80,167.98. Sufficient funds are available in the 316 Vernon Office Building Project Fund. The increased cost associated with the additional hours will be offset in part by corresponding back-charges to subcontractors whose work required additional inspection or re-inspection time. No General Fund monies are required.

CC #: 7743

File #: 0401-02-02-1

CONTACT: Mike Isom 916-774-5527 misom@roseville.ca.us

7.21. Telecommunications System - Master Sales & Maintenance Agreement Amendment

Memo from Information Technology Program Manager Matt Donaldson and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 16-274 APPROVING A MASTER SALES AND MAINTENANCE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ALTURA COMMUNICATION SOLUTIONS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Many of the software components in the City's existing telecommunications system have or will soon be passed end-of-life. The City will engage Altura to update the aged components. This agreement is a sole source with Altura due to proprietary and standardized products involved in the upgrade. The total cost of this agreement will be no more than \$175,000.00, which is included in the Information Technology Rehabilitation Budget for FY2015-16.

CC #: 7787

File #: 0203-05

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

7.22. Harding to Royer Bike Trail Segment 3 Project - Agreement for Sale of Real Property

Memo from Assistant Engineer Cathy Gosalvez and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-242 APPROVING AN AGREEMENT FOR SALE OF REAL PROPERTY, BY AND BETWEEN THE CITY OF ROSEVILLE AND KEVIN MCCURRY AND CHERYL MCCURRY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a request of Council to approve the Agreement for Sale of Real Property for the purchase of property for the Harding to Royer Bike Trail Segment 3 Project with Kevin and Cheryl McCurry in the amount of \$74,320.00. This project will extend the Harding to Royer Bike Trail from Folsom Road to the new Fire Station #1 at Lincoln Street. Funding for this acquisition is from a combination of Transportation Development Act and Congestion Management and Air Quality improvement grants. No General Funds are being used.

CC #: 7766

File #: 1002

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

7.23. Antelope Creek Flood Control Project - Reimbursement Agreement

Memo from Refuse Utility Manager Devin Whittington and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-246 APPROVING A REIMBURSEMENT AGREEMENT BY AND BETWEEN THE PLACER COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a request of Council to approve a reimbursement agreement in the amount of \$47,765.00 with the Placer County Flood

and Water Conservation District for work performed by a City contractor to protect the integrity of the Closed Roseville Sanitary Landfill located adjacent to Antelope Creek. The cost of this project will be funded through the Solid Waste Fund.

CC #: 7772

File #: 0800-02

CONTACT: Devin Whittington 916-774-5783 dwhittington@roseville.ca.us

7.24. Agricultural Land Lease Agreement

Memo from Open Space Superintendent Brian Castelluccio and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-229 APPROVING AN AGRICULTURAL LAND LEASE AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND AUBURN RAVINE RANCH, INC., AND B AND B LIVESTOCK, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests Council approval of the Agricultural Land Lease Agreement between the City and Auburn Ravine Ranch, Inc., and B and B Livestock for farming and grazing the Al Johnson Wildlife Refuge. Under the five year lease agreement with Auburn Ravine Ranch and B and B Livestock, the City will have no payments and will receive continuation of the farming/grazing field rotation as well as continued maintenance of the property. There is no impact on the General Fund.

CC #: 7745

File #: 0704-02

CONTACT: Brian Castelluccio 916-746-1755 bcastelluccio@roseville.ca.us

7.25. Golf Course Operations - Service Agreement

Memo from Recreation Superintendent Rob Nakamura and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-241 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SRI GOLF, INC., AND SPORTS RESTAURANT OF ROSEVILLE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests execution of a five (5) year contract agreement with SRI Golf, Inc. to perform all functions of golf course and food/beverage operations at the Woodcreek Golf Club and Diamond Oaks Golf Course. The estimated annual value of the golf operations contract is \$5.7M in gross sales. The City receives a percentage share of various revenues types (green fees, cart rentals, range sales, etc.) which is estimated at \$2.3M annually. SRI Golf, Inc. is estimated to receive \$3.4M in revenue annually. The total financial impact for the City will be based on revenue generated through golf rounds sold, cart rentals, range sales, and the success of the food and beverage operations. Funding has been allocated in FY2015-16 Budget and will be included in all future operations budgets through FY2019-20.

CC #: 7765

File #: 0702

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

7.26. Street and Parking Lot Closure Request - Fourth of July

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-235 RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE CLOSING OF CERTAIN STREETS, PARKING LOTS AND OTHER TRAFFIC RESTRICTIONS FOR THE 4TH OF JULY ACTIVITIES. Staff requests approval for closures of streets and parking lots for the 4th of July Parade and Crime Stoppers Fun

Run on Monday, July 4, 2016 between 6:30 a.m. – 12:00 p.m. The budget for this event is \$17,430.00 which is included in the Parks, Recreation & Libraries Department Budget.

CC #: 7755

File #: 0109-02

CONTACT: Jamie Hazen 916-774-5978 jhazen@roseville.ca.us

7.27. Bus Services - Service Agreement Amendment

Memo from Park Superintendent Rob Nakamura and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-237 APPROVING A FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF ROSEVILLE AND ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT REGARDING DISTRICT BUS TRANSPORT SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item recommends execution of the first amendment to agreement between the City and the Roseville Joint Union High School District to provide bus services. This amendment adjusts pricing for services. Based on program participation and revenue projections the fiscal impact will be approximately \$25,000.00. Funds used for bus services are allocated within the Parks, Recreation & Libraries Budgets for FY2016-17.

CC #: 7758

File #: 0704 & 0705

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

7.28. City of Roseville Investment Policy

Memo from Financial Analyst Jacquie Clarizio and Finance Director Monty Hanks recommending Council adopt RESOLUTION NO. 16-238 ADOPTING THE REVISED INVESTMENT POLICY. The purpose of the Investment Policy is to establish cash management and investment guidelines for the CFO/Treasurer, who is responsible for the stewardship of the City investment program. Each transaction and the entire portfolio must comply with the California Government Code Sections 53600 and 53635 et seq. and the Investment Policy. The Investment Policy conforms to the customary standards of prudent investment management and any changes to the policy must be adopted by Council. Approval of this policy will not have a fiscal impact on the City's General Fund.

CC #: 7760

File #: 0217

CONTACT: Jacquie Clarizio 916-774-5323 jclarizio@roseville.ca.us

7.29. Fountains Community Facilities District No. 1 - Bond Refunding

Memo from Financial Analyst Vanessa Lieberman and Finance Director Monty Hanks recommending Council adopt RESOLUTION NO. 16-247 AUTHORIZING THE ISSUANCE OF SPECIAL TAX REFUNDING BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE THE FOUNTAINS COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS. The Fountains Community Facilities District No. 1 was formed on December 5, 2007 with an original par amount of \$11,200,000.00. There is currently \$11,020,000.00 of outstanding bonds at an average interest rate of 5.618% and a final maturity date of September 1, 2038. The City has

determined that in the current bond market, the outstanding bonds can be refunded for a present value savings of approximately 14.83% resulting in a net present value savings of approximately \$1.6 million over the life of the bonds and an average interest rate of 3.64%. There will be no fiscal impact to the General Fund as all bond issuance costs will be paid from bond proceeds.

CC #: 7774

File #: 0206-08-01

CONTACT: Vanessa Lieberman 916-774-5189 ylieberman@roseville.ca.us – Removed from Consent Calendar to be discussed separately

7.30. Roseville Police Officers Association and Management and Confidential Employees - Memorandums of Understanding

Memo from Human Resources Manager Lisa Achen and Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 16-267 REPEALING RESOLUTION 16-08 AND APPROVING TERMS, CONDITIONS AND UNDERSTANDINGS REGARDING MANAGEMENT AND CONFIDENTIAL EMPLOYEES; and adopt RESOLUTION NO. 16-268 APPROVING AMENDMENT #1 TO THE 2016-2018 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE POLICE OFFICERS ASSOCIATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Approval of these amendments will accurately reflect previously negotiated items that were inadvertently omitted when updating the Memorandum of Understandings during the last round of collective bargaining. There is no fiscal impact from this action.

CC #: 7779

File #: 0600-01

CONTACT: Gayle Satchwell 916-774-5374 gsatchwell@roseville.ca.us

7.31. Hosting Services - Agreement Amendment

Memo from Energy Services Account Representative David Bradford and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 16-245 APPROVING A THIRD AMENDMENT TO SUBSCRIPTION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND COMVERGE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of an amendment to the contract with Comverge, Inc. to provide hosting services for Roseville Electric Utility's Power Partners Residential Demand Response Program for air conditioner cycling. The amendment is for one year and has a not to exceed amount of \$44,100.00, bringing the total cost of the agreement to \$160,100.00. Funding is included in the FY17 Electric Retail Services Budget for public benefits programs.

CC #: 7770

File #: 0800-03

CONTACT: David Bradford 916-746-1672 dbradford@roseville.ca.us

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

7.32. Electric New Services Annual Project - Budget Adjustment

Memo from Electric Engineering Technician Supervisor Richard Corral and Electric Utility Director Michelle Bertolino recommending Council adopt ORDINANCE NO. 5693 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FY2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION

MEASURE. This item requests a budget adjustment in the amount of \$900,000.00 allowing Electric Utility staff to continue providing infrastructure installation services for developers through the remainder of FY2015-16. New development has been much stronger than anticipated this fiscal year, and the budget adjustment will increase the budget for expenses and revenues. There is no net fiscal impact since the additional New Services Annual Project costs are offset by the developer reimbursed revenues.

CC #: 7759

File #: 0201-01 & 0800-03

CONTACT: Richard Corral 916-774-5616 rcorral@roseville.ca.us

7.33. Vehicle Purchases and Budget Adjustments

Memo from Buyer Peter Brevik and Central Services Director Paul Diefenbach recommending Council adopt ORDINANCE NO. 5697 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and adopt ORDINANCE NO. 5698 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is a request of Council to authorize a purchase order to National Auto Fleet Group for one Ford F550 with a flatbed contractor body and air compressor vehicle utilizing NJPA contract 102811-NAF; and authorize a purchase order to National Auto Fleet Group for one Ford F550 with a flatbed dump body utilizing NJPA contract 102811-NAF. The total cost of one Ford F550 with flatbed contractor body and air compressor vehicle is \$97,556.00, a budget adjustment of \$18,500.00 from the Auto Replacement Budget will pay for the remaining purchase price of the vehicle. The total cost of one Ford F550 with flatbed dump body vehicle is \$68,436.40, a budget adjustment of \$3,000.00 from the Auto Replacement Budget will pay for the remaining purchase price of the vehicle. Funding for the two vehicles and budget adjustments are included in the FY2015-16 Auto Replacement Budget.

CC #: 7771

File #: 0201-01 & 0203-01

CONTACT: Peter Brevik 916-774-5724 pbrevik@roseville.ca.us

7.34. On Call General Site Services - Service Agreement and Budget Adjustment

Memo from Park Development Analyst Joel De Jong and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-243 APPROVING AMENDMENT NO. 2 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CLEARWATER CONSTRUCTION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1503212); and adopt ORDINANCE NO. 5695 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests Council authorize the renewal option for year two of the contract with Clearwater and will increase the total value of the agreement from \$800,000.00 to \$1,200,000.00 and will be funded through the budget of multiple City funds. The requested budget adjustment in the amount of \$18,025.00 will transfer funds from the North Roseville Neighborhood Park Fund in order to complete the Leonard "Duke" Davis turf conversion.

CC #: 7767

File #: 0201-01 & 0704

CONTACT: Joel De Jong 916-774-5924 jdejong@roseville.ca.us

Ceremonial Documents

7.35. Resolution of Commendation and Congratulations to Ryan Conner King

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

CC #: 7751

File #: 0102-10

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

7.36. Proclamation - National Stepfamily Day

Proclaim September 16, 2016 as National Stepfamily Day and celebrated across our great nation as stepmothers and stepfathers become central figures in the lives of our children.

CC #: 7748

File #: 0102-06

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

7.37. Resolution of Commendation and Appreciation to Adriana Perez Quintana

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

CC #: 7785

File #: 0102-10

CONTACT: Janice Sloane 916-774-5506 jsloane@roseville.ca.us

7.38. Resolution of Commendation and Appreciation to Richard Fowler

Richard Fowler be commended for his outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 7783

File #: 0102-10

CONTACT: Debbie Dion 916-774-5331 ddion@roseville.ca.us

Motion by Herman, seconded by Roccucci, to remove items 7.3, 7.29 from the Consent Calendar to be discussed separately and that the remaining items be approved as recommended.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

REMOVED FROM CONSENT CALENDAR

7.3 Traffic Monitoring Cameras (RFQ 01-3086) - Purchase Order

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council authorize purchase orders to Control Tech West, Inc. as the lowest responsive bidder to RFQ 01-3086 for traffic monitoring cameras. The total estimated cost of the cameras from date of award through June 30, 2017 is \$296,700.00 or not to exceed department budgeted amounts. The cameras are primarily used for monitoring traffic conditions throughout the City. Funding is included in the Public Works

Department's FY2015-16 Budget and their proposed FY2016-17 Budget pending Council approval of budgets.

CC #: 7740

File #: 0203-13-02

CONTACT: Joanna Oukrop 916-774-5745 joukrop@roseville.ca.us

Removed by Richard Tepolt for additional information.

Richard Tepolt, Roseville, spoke on budget priorities.

Central Services Director Paul Diefenbach made the presentation to Council.

Principal Engineer Jason Shykowski continued the presentation to Council.

Motion by Herman, seconded by Rohan, to authorize purchase orders to Control Tech West, Inc. as the lowest responsive bidder to RFQ 01-3086 for traffic monitoring cameras.

Roll call vote: Ayes: Gore, Rohan, Herman, Rocucci, Garcia

Noes: None

Absent: None

REMOVED FROM CONSENT CALENDAR

7.29. Fountains Community Facilities District No. 1 - Bond Refunding

Memo from Financial Analyst Vanessa Lieberman and Finance Director Monty Hanks recommending Council adopt RESOLUTION NO. 16-247 AUTHORIZING THE ISSUANCE OF SPECIAL TAX REFUNDING BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE THE FOUNTAINS COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS. The Fountains Community Facilities District No. 1 was formed on December 5, 2007 with an original par amount of \$11,200,000.00. There is currently \$11,020,000.00 of outstanding bonds at an average interest rate of 5.618% and a final maturity date of September 1, 2038. The City has determined that in the current bond market, the outstanding bonds can be refunded for a present value savings of approximately 14.83% resulting in a net present value savings of approximately \$1.6 million over the life of the bonds and an average interest rate of 3.64%. There will be no fiscal impact to the General Fund as all bond issuance costs will be paid from bond proceeds.

CC #: 7774

File #: 0206-08-01

Removed by Finance Director Monty Hanks for presentation.

Finance Director Monty Hanks made the presentation to Council.

No public comment received.

Motion by Gore, seconded by Rohan, to adopt RESOLUTION NO. 16-247 AUTHORIZING THE ISSUANCE OF SPECIAL TAX REFUNDING BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE AND THE FOUNTAINS COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT

AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

END OF CONSENT CALENDAR

8. MINUTES

8.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending Council approve the minutes of the May 18, 2016 City Council/Housing Authority meeting (Gore & Herman absent).

CC #: 7786

File #: 0102-03

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

City Clerk Sonia Orozco requested approval.

Motion by Roccucci, seconded by Rohan, to approve the minutes of the May 18, 2016 City Council/Housing Authority meeting.

Roll call vote: Ayes: Rohan, Roccucci, Garcia

Noes: None

Absent: None

Abstain: Gore, Herman

9. ORDINANCES

9.1. City of Roseville FY2016-17 Budget

Memo from Budget Manager Kathy Cullen and Finance Director Monty Hanks recommending Council adopt ORDINANCE NO. 5700 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2016-2017, ADOPTING BUDGET CONTROL POLICIES, ADOPTING AN APPROPRIATIONS LIMIT, ADOPTING THE BUDGET FOR THE SUCCESSOR AGENCY OF THE ROSEVILLE REDEVELOPMENT AGENCY, AND ESTABLISHING THE SEALED BID REQUIREMENT, TO BE EFFECTIVE IMMEDIATELY AS AN URGENCY MEASURE. The proposed Citywide FY2016-17 Budget is \$493.8 million. The proposed FY2016-17 Budget for the General Fund is \$147.35 million, which includes operating expenditures (\$139.10 million) and capital projects, debt, and non-recurring expenditures (\$8.25 million). Operating and non-operating revenues total \$147.53 million led by increases in sales and property taxes. The net result is an increase to the General Fund balance of \$182 thousand.

CC #: 7763

File #: 0201

CONTACT: Kathy Cullen 916-746-1306 kcullen@roseville.ca.us

Items 9.1 and 9.2 presented concurrently.

Chief Financial Officer Jay Panzica made the presentation to Council

Chief Financial Officer Jay Panzica introduced Budget Manager Kathy Cullen.

Budget Manager Kathy Cullen continued the presentation to Council.

No public comment received.

Motion by Rohan, seconded by Roccucci, to adopt ORDINANCE NO. 5700 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2016-2017, ADOPTING BUDGET CONTROL POLICIES, ADOPTING AN APPROPRIATIONS LIMIT, ADOPTING THE BUDGET FOR THE SUCCESSOR AGENCY OF THE ROSEVILLE REDEVELOPMENT AGENCY, AND ESTABLISHING THE SEALED BID REQUIREMENT, TO BE EFFECTIVE IMMEDIATELY AS AN URGENCY MEASURE.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

9.2. Fiscal Year 2016-17 Budgeted Positions

Memo from Senior Human Resources Analyst Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5694 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5642, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE JUNE 25, 2016, AS AN URGENCY MEASURE. As part of the FY2016-2017 budget process, departments requested additional personnel to meet business needs. Staff recommends the City Council approve Local 39 A & B salary schedules to reflect the new classification of Senior Buyer and approve the addition of 8.25 allocations to the Citywide allocation schedule. The fiscal impact is included in the FY2016-2017 Budget.

CC #: 7762

File #: 0600-01

CONTACT: Linda Hampton 916-774-5215 lhampton@roseville.ca.us

Items 9.1 and 9.2 presented concurrently.

Budget Manager Kathy Cullen made the presentation to Council.

No public comment received.

Motion by Rohan, seconded by Roccucci, to adopt ORDINANCE NO. 5694 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5642, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE JUNE 25, 2016, AS AN URGENCY MEASURE.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

10. RESOLUTIONS

10.1. Housing Authority - FY2016-17 Annual Budget

Memo from Financial Analyst Melissa Hagan and Economic Development Director Chris Robles recommending Council adopt HOUSING AUTHORITY OF THE CITY OF ROSEVILLE RESOLUTION NO. 4-16 APPROVING THE ANNUAL BUDGET FOR FISCAL YEAR 2016-2017. This item is requesting approval of the FY2016-17 annual budget for the City of Roseville Housing Authority.

CC #: 7775

File #: 0103-03-02

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

Economic Development Director Chris Robles introduced Financial Analyst Melissa Hagan.

Financial Analyst Melissa Hagan made the presentation to Council

No public comment received.

Motion by Herman, seconded by Rohan, to adopt HOUSING AUTHORITY OF THE CITY OF ROSEVILLE RESOLUTION NO. 4-16 APPROVING THE ANNUAL BUDGET FOR FISCAL YEAR 2016-2017.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

10.2. 2015 Greenhouse Gas Free Allowance Proceeds Spending Plan

Memo from Electric Resources Analyst David Siao and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 16-266 APPROVING THE 2015 GREENHOUSE GAS FREE ALLOWANCE PROCEEDS SPENDING PLAN. The plan allocates approximately \$2,300,000.00 in 2015 Greenhouse Gas Free Allowance proceeds to various projects over the next three fiscal years.

CC #: 7742

File #: 0800-03

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

Assistant Electric Utility Director Mike Bloom introduced Senior Portfolio Manager Todd White.

Senior Portfolio Manager Todd White made the presentation to Council.

No public comment received.

Motion by

Seconded by

To adopt RESOLUTION NO. 16-266 APPROVING THE 2015 GREENHOUSE GAS FREE ALLOWANCE PROCEEDS SPENDING PLAN.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

11. **PUBLIC HEARING**

NOTICE TO THE PUBLIC

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

1. Open the Public Hearing
2. Presentation by Staff
3. Presentation by applicant or Appellant
4. Accept Public Testimony
- 5 Appellant or Applicant Rebuttal Period
6. Close the Public Hearing

11.1. 2016/2017 Landscape and Lighting Districts Assessments – Public Hearing

Memo from Financial Analyst Vanessa Lieberman and Finance Director Monty Hanks recommending Council adopt RESOLUTION NO. 16-251 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE HISTORIC DISTRICT LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2016/2017; and adopt RESOLUTION NO. 16-252 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE HISTORIC DISTRICT LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2016/2017; and adopt RESOLUTION NO. 16-253 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2016/2017; and adopt RESOLUTION NO. 16-254 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2016/2017; and adopt RESOLUTION NO. 16-255 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2016/2017; and adopt RESOLUTION NO. 16-256 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2016/2017; and adopt RESOLUTION NO. 16-257 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2016/2017; and adopt RESOLUTION NO. 16-258 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2016/2017; and adopt RESOLUTION NO. 16-259 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2016/2017; and adopt RESOLUTION NO. 16-260 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF

ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2016/2017; and adopt RESOLUTION NO. 16-261 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2016/2017; and adopt RESOLUTION NO. 16-262 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2016/2017; and adopt RESOLUTION NO. 16-263 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2016/2017; and adopt RESOLUTION NO. 16-264 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2016/2017; and adopt RESOLUTION NO. 16-265 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2016/2017; and adopt RESOLUTION NO. 16-266 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2016/2017. The City currently has eight active Landscape and Lighting Districts (LLD). These districts were formed within the City to levy and collect assessments for maintenance of public improvements. All charges are needed to fully fund landscape services in each LLD. There is no negative impact to the City's General Fund.

CC #: 7776

File #: 0206-08-01

CONTACT: Vanessa Lieberman 916-774-5189 vlieberman@roseville.ca.us

Mayor Garcia opened the public hearing.

Financial Analyst Vanessa Lieberman made the presentation to Council.

No public comment received.

Mayor Garcia closed the public hearing.

Motion by Herman, seconded by Gore, to adopt RESOLUTION NO. 16-251 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE HISTORIC DISTRICT LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2016/2017;

and,

adopt RESOLUTION NO. 16-252 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE HISTORIC DISTRICT LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2016/2017;

and,

adopt RESOLUTION NO. 16-253 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2016/2017;

and,

adopt RESOLUTION NO. 16-254 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2016/2017;

and,

adopt RESOLUTION NO. 16-255 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2016/2017;

and,

adopt RESOLUTION NO. 16-256 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2016/2017;

and,

adopt RESOLUTION NO. 16-257 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2016/2017;

and,

adopt RESOLUTION NO. 16-258 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2016/2017;

and,

adopt RESOLUTION NO. 16-259 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2016/2017;

and,

adopt RESOLUTION NO. 16-260 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2016/2017;

and,

adopt RESOLUTION NO. 16-261 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2016/2017;

and,

adopt RESOLUTION NO. 16-262 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2016/2017;

and,

adopt RESOLUTION NO. 16-263 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2016/2017;

and,

adopt RESOLUTION NO. 16-264 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2016/2017;

and,

adopt RESOLUTION NO. 16-265 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2016/2017;

and,

adopt RESOLUTION NO. 16-266 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2016/2017.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

11.2. Amoruso Ranch Specific Plan - Annexation, Sphere of Influence Amendment, General Plan Amendment, Specific Plan, Pre-Zoning, Development Agreements, and Final Environmental Impact Report

Memo from Associate Planner Wayne Wiley and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-270 APPROVING A WATER SUPPLY ASSESSMENT; and adopt RESOLUTION NO. 16-271 CERTIFYING A FINAL ENVIRONMENTAL IMPACT REPORT RELATING TO THE AMORUSO RANCH SPECIFIC PLAN, ADOPTING FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS, ADOPTING MITIGATION MEASURES, ADOPTING A MITIGATION MONITORING PROGRAM, AND DIRECTING STAFF TO APPLY TO THE PLACER COUNTY LOCAL AGENCY FORMATION COMMISSION; and adopt RESOLUTION NO. 16-272 AMENDING THE GENERAL PLAN TO CHANGE THE TEXT AND LAND USE DESIGNATIONS ON CERTAIN PROPERTY IN THE CITY OF ROSEVILLE RELATED TO THE AMORUSO RANCH SPECIFIC PLAN; and adopt the one (1) finding of fact; and adopt RESOLUTION NO. 16-273 ADOPTING THE LAND USE MAP AND TEXT OF THE AMORUSO RANCH SPECIFIC PLAN; and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE PREZONING CERTAIN REAL PROPERTY LOCATED WITHIN UNINCORPORATED PLACER COUNTY (AMORUSO RANCH SPECIFIC PLAN); and adopt the five (5) findings of fact; and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A DEVELOPMENT AGREEMENT REGARDING 525.7 ACRES WITHIN THE AMORUSO RANCH SPECIFIC PLAN (BROOKFIELD SUNSET, LLC and JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 14, 2005) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt the five (5) findings of fact; and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A DEVELOPMENT AGREEMENT REGARDING 148.7 ACRES WITHIN THE AMORUSO RANCH

SPECIFIC PLAN (BROOKFIELD SUNSET, LLC and JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 14, 2005) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This request is for the consideration of the Amoroso Ranch Specific Plan, a 694-acre new specific plan project, with associated entitlements including: 1) an Annexation and Sphere of Influence Amendment to incorporate the project site into the City of Roseville; 2) a General Plan Amendment to update the General Plan consistent with the proposed project, amend the horizon year from 2025 to 2035, revise the affordable housing requirement, update the Capital Improvement Program study methodology from Circular 212 to Highway Capacity Manual, and add an AM Peak Hour Level of Service policy 3) a Specific Plan to establish residential, commercial, parks, open space, and public land use designations with 2,827 residential units; 4) a Rezone to pre-zone the land; 5) Two Development Agreements between the City and Brookfield Residential (Applicant) and Amoroso Family Trust (Landowner) to vest entitlements and outline Developer and City obligations; and 6) a Final Environmental Impact Report. This application is developer funded and does not have a negative impact on the City's General Fund.

CC #: 7782

File #: 0400-04-15

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

Mayor Garcia opened the public hearing.

Planning Manager Kathy Pease introduced Senior Planner Tricia Stewart and Associate Planner Wayne Wiley made the presentation to Council.

Senior Planner Tricia Stewart made the presentation to Council.

Associate Planner Wayne Wiley continued the presentation to Council.

John Norman, applicant, spoke in support.

Marcus LoDuca, attorney for applicant, spoke in support.

Eric Crane, Roseville, spoke in support.

Leilani Fratis, Roseville, spoke in support.

Mayor Garcia closed the public hearing.

Motion by Rohan to approve the Development Agreement with a Public Benefit Fee deferral for 30 years. Motion dies due to lack of a second.

Motion by Roccucci, seconded by Herman, to adopt RESOLUTION NO. 16-270 APPROVING A WATER SUPPLY ASSESSMENT; and adopt RESOLUTION NO. 16-271 CERTIFYING A FINAL ENVIRONMENTAL IMPACT REPORT RELATING TO THE AMORUSO RANCH SPECIFIC PLAN, ADOPTING FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS, ADOPTING MITIGATION MEASURES, ADOPTING A MITIGATION MONITORING PROGRAM, AND DIRECTING STAFF TO APPLY TO THE PLACER COUNTY LOCAL AGENCY FORMATION COMMISSION;
and,

adopt RESOLUTION NO. 16-272 AMENDING THE GENERAL PLAN TO CHANGE THE TEXT AND LAND USE DESIGNATIONS ON CERTAIN PROPERTY IN THE CITY OF ROSEVILLE RELATED TO THE AMORUSO RANCH SPECIFIC PLAN;

and,

adopt the one (1) finding of fact;

and,

adopt RESOLUTION NO. 16-273 ADOPTING THE LAND USE MAP AND TEXT OF THE AMORUSO RANCH SPECIFIC PLAN;

and,

introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE PREZONING CERTAIN REAL PROPERTY LOCATED WITHIN UNINCORPORATED PLACER COUNTY (AMORUSO RANCH SPECIFIC PLAN);

and,

adopt the five (5) findings of fact;

and,

introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A DEVELOPMENT AGREEMENT REGARDING 525.7 ACRES WITHIN THE AMORUSO RANCH SPECIFIC PLAN (BROOKFIELD SUNSET, LLC and JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 14, 2005) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE;

and,

adopt the five (5) findings of fact;

and,

introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A DEVELOPMENT AGREEMENT REGARDING 148.7 ACRES WITHIN THE AMORUSO RANCH SPECIFIC PLAN (BROOKFIELD SUNSET, LLC and JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 14, 2005) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

12. COUNCIL / STAFF / REPORTS/ COMMENTS

Health Education Council Grant Award – Councilmember Gore reported.

South Cirby Neighborhood Association – Vice Mayor Rohan reported on attendance.

West Roseville Specific Plan Community Garden – Mayor Garcia requested Council direction to include this program to next year's work plan with the issuance of the Request for Proposal for actively planning and managing garden. Council consensus for staff to report back with additional information.

13. ADJOURNMENT

Motion by Herman, seconded by Roccucci, to adjourn the meeting at 9:09 p.m.

CAROL GARCIA, MAYOR

SONIA OROZCO, CMC
CITY CLERK



MINUTES

July 6, 2016

CITY COUNCIL MEETING

7:00 p.m.

City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

The July 5, 2016 City Council meeting was called to order by Mayor Carol Garcia at 7:00 p.m.

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Roseville City School District Trustee Jefferson Willoughby.

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

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

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

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

Richard Keller, Roseville, spoke on purported City government violations.

6. CONSENT CALENDAR

NOTICE TO THE PUBLIC

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

BEGINNING OF CONSENT CALENDAR

Approval of the Consent Calendar

Removed item 6.33 from the Consent Calendar to be discussed separately and approved the remaining items as recommended

Bids / Purchases / Services

6.1. Traffic Signal Detection and Minor Signal Repair (RFQ 01-3084) - Reject All Bids

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-286 REJECTING ALL BIDS FOR TRAFFIC SIGNAL DETECTION AND MINOR SIGNAL REPAIR WORK. Staff recommends Council reject all bids for RFQ 01-3084 for traffic signal detection and minor signal repair. The bid bond amount from both bidders was incorrect, and the apparent low bidder, St. Francis Electric, LLC, made calculation errors in their bid response. There is no fiscal impact, since no purchases are being made. A new bid will be issued at a later date.

CC #: 7808

File #: 0203-13-02

CONTACT: Joanna Oukrop 916-774-5745 joukrop@roseville.ca.us

6.2. Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project – Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Associate Engineer Edward Winston and Environmental Utilities Director Richard Plecker recommending Council approve the project plans and specifications and authorize staff to advertise for and accept bids for the Dry Creek Wastewater Plant Roof Rehabilitation Project. The engineer's cost estimate to complete the construction work for the project is \$220,000.00. The project is funded by the Wastewater Rehabilitation Fund and the South Placer Wastewater Authority.

CC #: 7797

File #: 0900-02-02-1

CONTACT: Edward Winston 916-774-5566 ewinston@roseville.ca.us

6.3. Software Annual Licensing and Maintenance Fees - Purchase Order Renewal

Memo from Electric Operations Manager Jason Grace and Electric Utility Director Michelle Bertolino recommending Council approve the renewal of a purchase order with DNV-GL, dba Digital Inspections for licensing, maintenance, and software support for Roseville Electric Utility's existing computerized maintenance management software. The annual cost of this service is \$24,325.00. Funding for this service is included in Roseville Electric Utility's approved FY2016-17 budget.

CC #: 7821

File #: 0800-03

CONTACT: Jason Grace 916-774-5643 jgrace@roseville.ca.us

6.4. Liquid Aluminum Sulfate (BACC 01-2016) - Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-288 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CHEMTRADE CHEMICALS US, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703203). This is a request of Council to authorize a service agreement with Chemtrade Chemicals US LLC, as the lowest responsive bid received for BACC 01-2016 for the purchase and delivery of liquid aluminum sulfate for the City's Water Treatment Plant. The total cost of service is \$200,710.00. Funding is included in the Environmental Utilities Department's FY2016-17 budget.

CC #: 7810

File #: 0203-03

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

6.5. Asphalt Products (RFQ 01-3088) - Purchase Order

Memo from Buyer Peter Brevik and Central Services Director Paul Diefenbach recommending Council authorize award of an open annual purchase order to Vulcan Materials Company as the lowest bidder in response to RFQ 01-3088 Asphalt Products. The Public Works Street Maintenance Division has recurring annual requirements for asphalt products for street patching. The purchases will be made on an as-needed basis throughout the City's fiscal year. The total estimated annual cost of the asphalt products including tax is \$350,000.00, or not to exceed budgeted amount. Funding is included in the Public Works Street Maintenance Division's FY2016-17 budget.

CC #: 7793

File #: 0203-13-01

CONTACT: Peter Brevik 916-774-5724 pbrevik@roseville.ca.us

6.6. Guardrail and Fence Repair Project (RFQ 01-3078) - Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-285 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND GOLDEN BAY FENCE & IRON WORKS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1603429). This service agreement with Golden Bay Fence & Iron Works is for repair of six (6) guard rails and four (4) fences throughout the City. The total cost of the guard rail and fence repairs will not exceed \$58,863.00. Funding was included in the Streets Maintenance Department's FY2015-16 budget and will be carried over into the new fiscal year.

CC #: 7807

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

6.7. Slurry and Concrete Mix (RFQ 01-3082) - Service Agreement

Memo from Buyer Peter Brevik and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-293 APPROVING A SERVICE AGREEMENT BY AND BETWEEN CITY OF ROSEVILLE AND ABA DABA RENTS & READY MIX, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1704141). The Environmental Utilities Water and Wastewater Divisions have ongoing requirements for slurry or concrete mix. The total estimated value of the award is \$110,000.00. Funding is included in Environmental Utilities Water and Wastewater Division's FY2016-17 budgets.

CC #: 7814

File #: 0203-09

CONTACT: Peter Brevik 916-774-5724 pbrevik@roseville.ca.us

6.8. Utility Trench Patching (RFQ 01-3083) - Service Agreement

Memo from Buyer Peter Brevik and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-296 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CENTRAL VALLEY ENGINEERING AND ASPHALT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1704140). The Environmental Utilities Water and Wastewater Divisions have a requirement for open orders for trench patching services on an as needed basis. The estimated annual value of the award is \$220,000.00. Funding is included in the Environmental Utilities Department FY2016-17 budget.

CC #: 7817

File #: 0203-09

CONTACT: Peter Brevik 916-774-5724 pbrevik@roseville.ca.us

6.9. Fire Hose (RFQ 2060) - Purchase Order

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council authorize the renewal of an open annual purchase order to Allstar Fire Equipment, Inc. for fire hose to be purchased as needed utilizing RFQ 2060. The estimated total annual cost of the hose is \$50,000.00 or not to exceed department budgeted amounts. Funding is included in the Fire Department's FY2016-17 budget. The dollars will be encumbered one year at a time for each remaining optional renewal year of the bid contract pending Council approval of budgets for each year.

CC #: 7798

File #: 0203-12

CONTACT: Joanna Oukrop 916-774-5745 joukrop@roseville.ca.us

6.10. Public Safety Dry Cleaning - Service Agreement Renewal

Memo from Administrative Analyst Katrina Rostam and Fire Chief Rick Bartee recommending Council adopt RESOLUTION NO. 16-292 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND JUDI'S CLEANERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1705063). This is a request of Council to authorize a renewal of a service agreement with Judi's Cleaners Inc. for the Fire and Police Departments' annual requirement of dry cleaning/laundry services. The estimated total value for the contract is \$70,000.00 annually for the remaining two years. Additionally, staff requests authorization to continue utilizing the contract without further Council approvals until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest including the authorization for the City Manager to sign the fourth and final optional renewal agreement in FY2017-18 pending Council approval of budgets for that year.

CC #: 7813

File #: 0203-15

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

6.11. Police Radios - Purchase Order

Memo from Buyer Peter Brevik and Central Services Director Paul Diefenbach recommending Council authorize a purchase order to Motorola Solutions for the purchase of nineteen radios. The Police Department has a requirement for a quantity of nineteen (19) police radios to outfit new police vehicles that were recently purchased. The City will be piggybacking the Houston-Galveston Area Council contract #RA05-15 for the radios. The total cost of the radios is \$88,040.10. Funding was included in the

Auto Replacement Budget for FY2015-16 and will be carried over into the new fiscal year.

CC #: 7799

File #: 0203-12

CONTACT: Peter Brevik 916-774-5724 pbrevik@roseville.ca.us

6.12. Lab Testing (RFQ 2043) - Service Agreement Renewal

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-278 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE AND CALTEST ANALYTICAL LABORATORY AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703031). This is a request of Council to authorize a service agreement renewal with Caltest Analytical Laboratory for lab testing services for mandated sampling/monitoring criteria. The estimated annual cost of the agreement is \$96,000.00. Funding is included in the Environmental Utilities Department's FY2016-17 budget.

CC #: 7800

File #: 0203-009

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

6.13. Exterior Lighting Maintenance and Repair - Service Agreement Renewal

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-279 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND CENTURY LIGHTING AND ELECTRIC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S170521A). Staff recommends Council authorize the renewal of a service agreement with Century Lighting to provide exterior lighting services which includes maintenance and repairs at City facilities and Lighting & Landscape districts. The total amount of the one year agreement is \$150,000.00. Funding is included in the Building Maintenance and Park Maintenance Division FY2016-17 budgets.

CC #: 7801

File #: 0203-04

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

6.14. Fire Alarm and Sprinkler Systems - Service Agreement Renewal

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-280 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND INTEGRATED FIRE SYSTEMS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703200). This service agreement with Integrated Fire Systems provides fire alarm and fire sprinkler system scheduled maintenance, repair and replacement. The total amount of the agreement renewal is \$80,000.00. Funding is included in the Building Maintenance Division and Environmental Utilities Department's FY2016-17 budget.

CC #: 7802

File #: 0203-04

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

6.15. HVAC Maintenance and Repair - Service Agreement Renewal

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-282 APPROVING A SERVICE

AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND EMCOR SERVICES, MESA ENERGY SYSTEMS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S170517A). Staff recommends Council authorize the renewal of a service agreement with EMCOR to provide HVAC service to include scheduled maintenance, as-needed HVAC repairs, and replacement services. The total value of the agreement renewal is \$275,000.00. Funding is included in the Building Maintenance, Electric, Environmental Utilities, Information Technology, and the Parks, Recreation & Libraries Departments' FY2016-17 budgets.

CC #: 7804

File #: 0203-04

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

Resolutions

6.16. 2016 Justice Assistance Grant

Memo from Department Public Information Officer Dee Dee Gunther and Police Chief Daniel Hahn recommending Council adopt RESOLUTION NO. 16-303 ACCEPTING A GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AWARD DOCUMENT ON BEHALF OF THE CITY OF ROSEVILLE. Each year, the U.S. Department of Justice allocates funds to local law enforcement through the Edward Byrne Memorial Justice Assistance Grant program and for 2016 the City has been allocated \$19,928.00. The funds will support the Police Department's crime prevention programs and services designed to prevent crimes and increase citizen engagement in the policing of the City.

CC #: 7827

File #: 0214

CONTACT: Dee Dee Gunther 916-774-5015 ddgunther@roseville.ca.us

6.17. COBRA - Service Agreement

Memo from Human Resources Manager Lisa Achen and Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 16-298 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND P&A ADMINISTRATIVE SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The agreement with P&A Administrative Services, Inc. is for administering elements of the City's Consolidated Omnibus Budget Reconciliation Act (COBRA) obligations. The cost is estimated at \$3,700.00 annually, driven by the number of employees and/or dependents that either separate employment and/or have qualifying events that require COBRA notification. The Human Resources Department has designated funds in the FY2016-17 budget.

CC #: 7819

File #: 0600

CONTACT: Gayle Satchwell 916-774-5374 gsatchwell@roseville.ca.us

6.18. Westbrook - Phase 1 Village 24 Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-300 APPROVING A SUBDIVISION AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WOODSIDE 05N, LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the final map for Westbrook Phase 1 Village 24. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 53

residential lots and 4 landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 7822

File #: 0400-04-12-1

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

6.19. Intertie and Zone 4 Transfer Pump Stations Project - Notice of Completion

Memo from Senior Engineer Jose Lopez and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-283 ACCEPTING THE PUBLIC WORK KNOWN AS THE INTERTIE AND ZONE 4 TRANSFER PUMP STATIONS PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The purpose of the Intertie and Zone 4 Transfer Pump Station Project is to increase local water supply reliability during emergency and drought situations. The project was completed on February 24, 2016. The final project cost was \$3,092,289.00. To assist with project costs, the City received a Prop 84 Drought Grant in the amount of \$1,142,500.00. The remaining project costs of \$1,949,789.00 were funded through the City's Water Construction Fund.

CC #: 7805

File #: 0900-02

CONTACT: Jose Lopez 916-774-5688 jlopez@roseville.ca.us

6.20. West Roseville Specific Plan Westpark Phase 3, Detention Berm - Certificate of Completion

Memo from Senior Engineer Guy Howes and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-287 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WEST ROSEVILLE SPECIFIC PLAN, WESTPARK PHASE 3, OPEN SPACE DETENTION BERM PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. This is a request for a Certificate of Completion for a detention berm that was completed as part of the West Roseville Specific Plan Phase 3 construction project. The requested action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 7809

File #: 0704-02

CONTACT: Guy Howes 916-774-5430 ghowes@roseville.ca.us

6.21. FY2015-16 Annual Review of Affordable Assisted Rental Housing Development Agreements, Affordable Rental Housing Agreements, Affordable Rental Housing Development Agreements, Regulatory Agreements, and Owner Participation Agreements

Memo from Housing Supervisor Nancy Cox and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 16-275 FY2015/16 ANNUAL REVIEWS OF AFFORDABLE ASSISTED RENTAL HOUSING DEVELOPMENT AGREEMENTS, AFFORDABLE RENTAL HOUSING AGREEMENTS, AFFORDABLE RENTAL HOUSING DEVELOPMENT AGREEMENTS, REGULATORY AGREEMENTS, AND OWNER PARTICIPATION AGREEMENTS. During the FY2015-16 site monitoring were completed for twenty-four (24) complexes and they were all found to be in full compliance with their affordable rental agreements. This included paying a total of

\$33,605.00 Tenant Monitoring and \$85,027.43 Administrative Fees as required by their agreements. There is no impact to the General Fund. The staff time to undertake this review was paid out of the Successor Agency's Low/Moderate Income Housing Set Aside Fund (formerly known as the Redevelopment Agency) and from a total of \$33,605.00 Tenant Monitoring Fees that are required by some agreements.

CC #: 7788

File #: 0709-03-01 & 0709-03-02

CONTACT: Nancy Cox 916-774-5451 ncox@roseville.ca.us

6.22. Cell Tower at Maidu Park - Agreement Amendment

Memo from Information Technology Assistant Director Tom Pelster and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 16-302 APPROVING A FIRST AMENDMENT TO STANDARD TOWER ATTACHMENT LICENSE AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND NEW CINGULAR WIRELESS PCS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve the First Amendment to Standard Tower License Agreement with New Cingular Wireless PCS, LLC representing AT&T to perform installation of network cabling via a Utility Right of Way in order to upgrade the cellular infrastructure for the tower located at Maidu Park. New Cingular Wireless PCS will make a one-time payment of \$11,800.00 within 45 days from the effective date of the First Amendment. Any City staff time spent assisting with the work associated with this Amendment will be reimbursable up to \$5,000.00 by New Cingular Wireless PCS.

CC #: 7824

File #: 0708 & 1006-01

CONTACT: Tom Pelster 916-774-5166 tpelster@roseville.ca.us

6.23. Roseville Transit and South Placer Transit Information Center - Amended Agreements

Memo from Alternative Transportation Analyst Eileen Bruggeman and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-294 APPROVING A SIXTH AMENDMENT TO AGREEMENT FOR CITY OF ROSEVILLE TRANSIT SYSTEM MANAGEMENT AND OPERATIONS SERVICES BETWEEN THE CITY OF ROSEVILLE AND MV TRANSPORTATION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 16-295 APPROVING A SECOND AMENDMENT TO AGREEMENT FOR OPERATION OF THE SOUTH PLACER TRANSIT INFORMATION CALL CENTER BETWEEN THE CITY OF ROSEVILLE AND MV TRANSPORTATION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. City Council is requested to authorize the City Manager to sign the Sixth Amendment for the Transit Management and Operations Services Agreement, and also the Second Amendment for the South Placer Transit Information Call Center. Both Amendments will extend the Agreements by one-year terms ending June 30, 2017, at costs not to exceed \$3,848,765.00, and \$273,235.00, respectively. The amendment costs are included in the Fiscal Year 2017 budget, and are funded independently of the General Fund through local, State and Federal transportation funding sources.

CC #: 7815

File #: 0721

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

6.24. Amtrak Station Bike Lockers - Purchasing, Hosting, and Operations Agreement

Memo from Alternative Transportation Analyst Michael Dour and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-276 APPROVING AN AGREEMENT FOR PURCHASING, HOSTING AND OPERATIONS OF ELECTRONIC BICYCLE LOCKERS, BY AND BETWEEN CAPITOL CORRIDOR JOINT POWERS AGENCY AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This agreement would authorize the Capitol Corridors Joint Powers Agency (CCJPA) to purchase, install, and operate electronic bicycle lockers on City-owned property at the Amtrak multi-modal station at 201 Pacific Street. The bicycle lockers would be available for bike parking by Capitol Corridor train riders as well as the general public at a nominal cost, currently estimated to be \$0.05 per hour. The electronic bicycle lockers would replace the existing City-owned keyed lockers located at the site. Per the agreement, CCJPA will be responsible for all costs associated with purchasing, installing and operating the electronic bike lockers.

CC #: 7792

File #: 0721

CONTACT: Michael Dour 916-746-1304 mdour@roseville.ca.us

6.25. Water Conservation and Engagement Program - Professional Services Agreement Amendment

Memo from Environmental Utilities Administrative Technician Jennifer Sbaffi and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-301 APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND WATERSMART SOFTWARE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve a second amendment to professional services agreement with WaterSmart Software extending the current communication and outreach program through March 2017. Total contract amount of \$79,435.00 will be funded from the professional services budget. Contract and fiscal impact remains the same as previous year.

CC #: 7823

File #: 0800-02

CONTACT: Jennifer Sbaffi 916-746-1707 jsbaffi@roseville.ca.us

6.26. Wastewater Collection Projects - Cost Sharing Agreement

Memo from Wastewater Superintendent Chris Bracco and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-299 APPROVING A COST-SHARING AGREEMENT WITH MEMBER AGENCIES OF THE CALIFORNIA ALLIANCE FOR SEWER SYSTEM EXCELLENCE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests that Council approve a cost-sharing agreement with California Alliance for Sewer System Excellence (CASSE). CASSE was created to collaboratively create collection system "Best Practices", and share this information throughout the member agencies. In order to engage consultant assistance for projects benefitting all CASSE members, an agreement has been developed that defines agency cost share for potential contract project services. Total cost will not exceed \$6,000.00. Costs associated with the CASSE agreement will be funded by the Wastewater Collection Division's Contract Services budget in Materials/Services/Supplies budgets.

CC #: 7820

File #: 0800-02

CONTACT: Chris Bracco 916-746-1892 cbracco@roseville.ca.us

6.27. On-Call Hydrologic Services - Professional Services Agreement

Memo from Senior Engineer Jose Lopez and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-291 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND GEI CONSULTANTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This agreement is to create an on-call services agreement with GEI Consultants for a variety of hydrologic services for a total not-to-exceed cost of \$300,000.00. Also included in the agreement is Task Order 1 to develop specifications for the destruction of three old wells for a not-to-exceed cost of \$52,000.00. Funds for Task Order 1 services will be provided from the Water Rehabilitation Fund. Funds for future task orders issued under this agreement are expected to be provided from one or more of the following sources: Water Rehabilitation Fund, Water Construction Fund, and the Water Operations Fund.

CC #: 7812

File #: 0800-02

CONTACT: Jose Lopez 916-774-5688 jlopez@roseville.ca.us

6.28. Citywide Tree Pruning and Tree Maintenance - Services Agreement

Memo from Urban Forester Michael-Gerold Neumann and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-277 APPROVING A TREE PRUNING AND TREE MAINTENANCE SERVICES SERVICE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST COAST ARBORISTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests Council approve the service agreement between the City and West Coast Arborist, Inc. for tree pruning and maintenance services, for a five year period. The annual contract is \$860,543.12, consisting of \$607,530.80 of preventative maintenance and \$253,012.43 of non-routine work. The total contract shall not exceed \$4,302,715.60. Funding is provided through approved General Funds, Golf Course Funds, Preserve Funds and CFD/LLD District Funds.

CC #: 7796

File #: 0322

CONTACT: Michael-Gerold Neumann 916-774-5579 mneumann@roseville.ca.us

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

6.29. Tower Theater Loan - Budget Adjustment

Memo from Accounting Supervisor Jacquelyn Flickinger and Finance Director Monty Hanks recommending Council adopt ORDINANCE NO. 5703 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is a request to increase the Electric Rehabilitation Fund budget to allow write off of an uncollectible loan. This will increase the budget for the Electric Rehabilitation Fund by \$26,908.00. There will be no impact on the General Fund.

CC #: 7816

File #: 0201-01 & 0717

CONTACT: Jacquelyn Flickinger 916-774-5516 jflickinger@roseville.ca.us

6.30. Staffing and Salary Schedule Changes - Budget Adjustment

Memo from Senior Human Resources Analyst Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5705 OF THE

COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5676, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "D" TO BE EFFECTIVE JULY 9, 2016, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5706 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5642, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE JULY 9, 2016, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5707 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends Council approve Management A & B salary schedules to reflect the new classification of ERP Manager and a salary adjustment for Refuse and Stormwater Utility Manager. In addition, staff is recommending Council approve Local 39 A & B salary schedules to reflect the new classification of Recycling and Organics Coordinator. Staff is also recommending Council approve the Citywide allocation schedule reflecting the addition of one ERP Project Manager in the Finance Department and one Recycling and Organics Coordinator in the Environmental Utilities Department and approve the budget adjustment to provide funding for the Refuse and Stormwater Utility Manager salary adjustment. The proposed changes will result in an annual cost of \$186,816.00 to the CIP ERP project fund which is already included in the FY17 budget and an annual cost of \$151,142.00 to the enterprise fund. The proposed changes will result in a total fiscal impact of \$280,059.00, of which \$243,176.00 is already included in the FY17 budget.

CC #: 7825

File #: 0201-01 & 0600-01

CONTACT: Linda Hampton 916-774-5215 lhampton@roseville.ca.us

6.31. Citizen's Benefit Trust Grant Awards - Budget Adjustment

Memo from Financial Analyst Jacquie Clarizio and Finance Director Monty Hanks recommending Council adopt ORDINANCE NO. 5701 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. On June 1, 2016 grant applications were approved from the Citizen's Benefit Trust Fund by the City Council to be distributed in FY2016-17. Among the grant recipients, four were for City departments totaling \$26,000.00 which now require budget adjustments to record the revenue and related expenditures. There is no impact to the City's General Fund.

CC #: 7795

File #: 0103-34-02 & 0201-01

CONTACT: Jacquie Clarizio 916-774-5323 jclarizio@roseville.ca.us

Ordinances (for second reading and adoption)

6.32. Second Reading of Ordinance - Amoruso Ranch Specific Plan - Prezone and Development Agreements

ORDINANCE NO. 5710 OF THE COUNCIL OF THE CITY OF ROSEVILLE PREZONING CERTAIN REAL PROPERTY LOCATED WITHIN UNINCORPORATED PLACER COUNTY (AMORUSO RANCH SPECIFIC PLAN); and ORDINANCE NO. 5708 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A DEVELOPMENT AGREEMENT REGARDING 525.7 ACRES WITHIN THE AMORUSO RANCH SPECIFIC PLAN (BROOKFIELD SUNSET, LLC and JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 14, 2005) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON

BEHALF OF THE CITY OF ROSEVILLE; and ORDINANCE NO. 5709 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A DEVELOPMENT AGREEMENT REGARDING 148.7 ACRES WITHIN THE AMORUSO RANCH SPECIFIC PLAN (BROOKFIELD SUNSET, LLC and JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 14, 2005) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE for second reading and adoption.

CC #: 5709

File #: 0400-04-15

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

6.33. Woodcreek Oaks Blvd Widening Project - Professional Design Services Agreement and Budget Adjustment

Memo from Assistant Engineer Stephanie Kemen and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-297 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND DOKKEN ENGINEERING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5704 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends City Council approve the Professional Design Services Agreement with Dokken Engineering for the Woodcreek Oaks Boulevard Widening Project for the not to exceed fee of \$790,418.80. Staff also requests approval of a budget adjustment to add \$760,000.00 from the Traffic Mitigation Fund (TMF) to the existing \$150,000.00 in TMF previously budgeted in the project account.

CC #: 7818

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

CONTACT: Stephanie Kemen 916-746-1300 skemen@roseville.ca.us – Removed from Consent Calendar to be discussed separately

Ceremonial Documents

6.34. Proclamation - Parks and Recreation Month

Proclaim July 2016 as Parks and Recreation Month and encourage all citizens to use and enjoy the parks, trails, open spaces, facilities, and recreation opportunities.

CC #: 7829

File #: 0102-06

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

6.35. Resolution of Congratulations to Sun City Roseville

Sun City Roseville be congratulated on their 20th Anniversary, and extended best wishes for its continued growth and prosperity in the years to come.

CC #: 7831

File #: 0102-10

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

6.36. Resolution of Commendation and Appreciation to Mike Wixon

Mike Wixon be commended for his outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 7832

File #: 0102-10

CONTACT: Debbie Dion 916-774-5331 ddion@roseville.ca.us

Motion by Herman, seconded by Roccucci, to remove item 6.33 from the Consent Calendar to be discussed separately and approve the remaining items as recommended.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

REMOVED FROM CONSENT CALENDAR

6.33. Woodcreek Oaks Blvd Widening Project - Professional Design Services Agreement and Budget Adjustment

Memo from Assistant Engineer Stephanie Kemen and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-297 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND DOKKEN ENGINEERING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5704 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends City Council approve the Professional Design Services Agreement with Dokken Engineering for the Woodcreek Oaks Boulevard Widening Project for the not to exceed fee of \$790,418.80. Staff also requests approval of a budget adjustment to add \$760,000.00 from the Traffic Mitigation Fund (TMF) to the existing \$150,000.00 in TMF previously budgeted in the project account.

CC #: 7818

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

CONTACT: Stephanie Kemen 916-746-1300 skemen@roseville.ca.us

Removed by Councilmember Gore for presentation and public awareness.

Public Works Director Rhon Herndon made the presentation to Council.

No public comment received.

Motion by Gore, seconded by Roccucci, to adopt RESOLUTION NO. 16-297 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND DOKKEN ENGINEERING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5704 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

END OF CONSENT CALENDAR

7. RESOLUTIONS

7.1. Homeless Survey - Professional Services Agreement

Memo from Government Relations Administrator Mark Wolinski and Economic Development Director Chris Robles Council adopt RESOLUTION NO. 16-281 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SACRAMENTO STEPS FORWARD, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Professional Services Agreement with Sacramento Steps Forward will conduct a survey of the City's homeless population using the Homeless Management Information System and the Vulnerability Index-Service Prioritization Decision Assistance Tool to produce a recommendation for the resources needed to address the needs of the surveyed population. The cost for the professional services is \$36,814.00. The expenditure is included in the FY2016-17 budget of the Housing Successor's Low and Moderate Income Housing Asset Fund.

CC #: 7803

File #: 0709

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

Economic Development Director Chris Robles made the presentation to Council.

Economic Development Director Chris Robles introduced Government Relations Administrator Mark Wolinski.

Government Relations Administrator Mark Wolinski continued the presentation to Council.

Stephen DesJardins, HP Campus Oaks, spoke on homeless issues and approach to understand Roseville's homeless problems.

Motion by Roccucci, seconded by Rohan, to adopt RESOLUTION NO. 16-281 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SACRAMENTO STEPS FORWARD, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

8. APPOINTMENTS

8.1. Board and Commission Bi-Annual Vacancies

Memo from Deputy City Clerk Mary Esquivel and City Clerk Sonia Orozco recommending Council appoint two (2) members to the Economic Development Advisory Committee with terms ending June 30, 2018, from the following seven (7) individuals who submitted applications for consideration: Donna Chabrier, Alyson Murphy, Colin Roe, Geoff Sakala, Darin Starkey, Matthew Tryon and Jefferson Willoughby; appoint two (2) members to the Planning Commission with terms ending June 30, 2020, from the following thirteen (13) individuals who submitted applications for consideration: Christopher Scott Blangeres, Erich Brashears, Donna Chabrier, Bruce Houdesheldt, Kevin Lee, Dale Liang, David McClain, Cynthia Moore, Alyson Murphy, Michael Schmittner, Matthew Tryon, Robert Weatherford, and Jefferson Willoughby; appoint one (1) member to the Public Utilities Commission with a term ending June 30, 2020, from the following ten (10) individuals who submitted applications for consideration: Philip Scott Haskins, Kevin Lee, Dale Liang, Robert Lyss, Charles McClain, David McClain, James McHan, Cynthia Moore, Laxmi Rao, and Robert Weatherford; and appoint two (2) members to the Roseville Grants Advisory

Commission with terms ending June 30, 2020, from the following six (6) individuals who submitted applications for consideration: K. Ellaison Carroll, Kristine Dohner, Dawn Heywood, Robert Lyss, Laxmi Rao, and Geoff Sakala.

CC #: 7794

File #: 0103-07-02, 0103-09-02, 0103-34-02, 0103-44-02

CONTACT: Mary Esquivel 916-774-5266 mesquivel@roseville.ca.us

City Clerk Sonia Orozco made the presentation to Council.

Motion for Planning Commission – appoint 2

No public comment received.

Motion by Gore, seconded by Rohan, to appoint Bruce Houdesheldt and Jefferson Willoughby to the Planning Commission with terms ending June 30, 2020.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

Motion for EDAC – appoint 2

No public comment received.

Motion by Gore, seconded by Herman, to appoint Colin Roe and Geoff Sakala to the Economic Development Advisory Committee with terms ending June 30, 2018.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

Motion for Public Utilities Commission – appoint 1

Tracy Mendonsa, Roseville, spoke in favor of appointment of Cynthia Moore to the Public Utilities Commission.

Motion by Rohan, seconded by Roccucci, to appoint James McHan, to the Public Utilities Commission with terms ending June 30, 2020.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

Motion for Roseville Grants Advisory Commission – appoint 2

No public comment received.

Motion by Herman, seconded by Gore, to appoint Kristine Dohner and Dawn Heywood, to the Roseville Grants Advisory Commission with terms ending June 30, 2020.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

9. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

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

9.1.

In the future, if you wish to challenge in court any of the matters on this agenda for which a public hearing is to be conducted, you may be limited to raising only those issues, which you, or someone else raised orally at the Public Hearing or in written correspondence received by the City or before the hearing. Public Hearings listed for continuance will be continued as noted and posting of this agenda serves as notice of continuation.

recommending Council adopt RESOLUTION NO. 16-304 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, STATE OF CALIFORNIA, RESOLUTION OF FORMATION OF COMMUNITY FACILITIES DISTRICT CITY OF ROSEVILLE HP CAMPUS OAKS COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES); and adopt RESOLUTION NO. 16-305 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, STATE OF CALIFORNIA, RESOLUTION CALLING SPECIAL LANDOWNER ELECTION CITY OF ROSEVILLE HP CAMPUS OAKS COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES); and adopt RESOLUTION NO. 16-306 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, STATE OF CALIFORNIA, RESOLUTION DECLARING RESULTS OF SPECIAL LANDOWNER ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN CITY OF ROSEVILLE HP CAMPUS OAKS COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES); and introduce for first reading ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, STATE OF CALIFORNIA, ORDINANCE LEVYING SPECIAL TAX WITHIN HP CAMPUS OAKS COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES). The landowners are obligated under the fourth amendment to their Development Agreement to participate in a CFD to provide a funding mechanism to pay for ongoing maintenance of the neighborhood parks, streetscapes, paseos and open space parcels within the Campus Oaks property. The special taxes will allow for an annual escalation factor, not to exceed 4%. The formation and administration of the CFD will not impact the City's General Fund.

CC #: 7828

File #: 0206-03-01

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

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

Mayor Garcia opened the public hearing.

Administrative Analyst Jeannine Thrash made the presentation to Council.

Stephen DesJardins, HP Campus Oaks, spoke in support.

Mayor Garcia closed the public hearing.

City Clerk Sonia Orozco announced the ballot results as follows:

Number of votes Yes: 163

Number of votes No: 0
Number of votes Eligible: 163
Percent of votes in Favor: 100%
And declared the ballot measure passed by a majority vote.

Motion by Herman, seconded by Roccucci, to adopt RESOLUTION NO. 16-304 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, STATE OF CALIFORNIA, RESOLUTION OF FORMATION OF COMMUNITY FACILITIES DISTRICT CITY OF ROSEVILLE HP CAMPUS OAKS COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES); and adopt RESOLUTION NO. 16-305 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, STATE OF CALIFORNIA, RESOLUTION CALLING SPECIAL LANDOWNER ELECTION CITY OF ROSEVILLE HP CAMPUS OAKS COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES); and, adopt RESOLUTION NO. 16-306 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, STATE OF CALIFORNIA, RESOLUTION DECLARING RESULTS OF SPECIAL LANDOWNER ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN CITY OF ROSEVILLE HP CAMPUS OAKS COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES); and, introduce for first reading ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, STATE OF CALIFORNIA, ORDINANCE LEVYING SPECIAL TAX WITHIN HP CAMPUS OAKS COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES).

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia
Noes: None
Absent: None

9.2. Municipal Code Amendment - Temporary A-Frame Signage

Memo from Senior Planner Derek Ogden and Development Services Director Kevin Payne recommending Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 17.10.186 OF CHAPTER 17.10 OF TITLE 17 OF THE ROSEVILLE MUNICIPAL CODE REGARDING A-FRAME SIGNS. This item is a request to amend the Sign Ordinance section of the Roseville Municipal Code to allow for A-frame signs on a permanent basis, while limiting the duration and location these signs may be displayed. The change in regulation may create additional workload for the City's Code Enforcement section but the actual cost to the General Fund will be absorbed as part of this section's annual work program.

CC #: 7826

File #: 0321 & 0800-06

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

Mayor Garcia opened the public hearing.

Planning Manager Greg Bitter introduced item and introduced Senior Planner Derek Ogden.

Senior Planner Derek Ogden made the presentation to Council.

Wendy Gerig, Roseville Area Chamber of Commerce, spoke in support.

Mayor Garcia closed the public hearing.

Motion by Gore, seconded by Herman, to introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 17.10.186 OF CHAPTER 17.10 OF TITLE 17 OF THE ROSEVILLE MUNICIPAL CODE REGARDING A-FRAME SIGNS.

Roll call vote: Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

10. COUNCIL / STAFF / REPORTS/ COMMENTS

4th of July Celebration – Councilmember Herman participated.

Crimestoppers Fun Run – Councilmember Herman participated.

South Placer Water Authority Meeting – Councilmember Roccucci and Councilmember Gore reported on attendance.

Placer County Water and City of Roseville Meeting – Councilmember Roccucci and Vice Mayor Rohan reported on attendance.

Code Enforcement/Placer County Grand Jury Report – Councilmember Gore commented and congratulated Code Enforcement staff.

Vernon Street Town Square Spray Ground – Mayor Garcia reported on participation and on attraction.

11. ADJOURNMENT

Motion by Herman, seconded by Gore, to adjourn the meeting at 7:59 p.m.

CAROL GARCIA, MAYOR

SONIA OROZCO, CMC
CITY CLERK



MINUTES

July 20, 2016

CITY COUNCIL MEETING

7:00 p.m.

City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

Mayor Carol Garcia called the July 20, 2016 City Council meeting to order at 7:00 p.m.

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Doug Wageman, President of the Downtown Roseville Partnership.

Mayor Garcia called for a moment of silence for the victims Texas, Minnesota, Louisiana, Missouri and Nice, France. Mayor Garcia expressed appreciation to our Roseville Police Officers for keeping us safe in our community.

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

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

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

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

Trudy Harris, Team Giving, spoke on services to non-profits.

6. CONSENT CALENDAR

NOTICE TO THE PUBLIC

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

BEGINNING OF CONSENT CALENDAR

Approval of the Consent Calendar

Approved the Consent Calendar as recommended.

City Clerk Sonia Orozco announced that Off-Consent item 9.3 Council Discretionary Funds Request – Roseville Coalition of Neighborhood Associations be dropped from the agenda and relisted at a later date.

Bids / Purchases / Services

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

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

CC #: 7853

File #: 0900-04-01

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

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

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

is entirely funded with CDBG funds. No General Funds are being used. This project will install 22 curb ramps at various intersections within the Roseville Heights neighborhood.

CC #: 7856

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

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

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

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-327 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VALLEY CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The project scope includes construction of an outdoor recirculating water play area located within the existing fenced area of the Mike Shellito Indoor Pool. Construction costs for the project is \$311,900.00. Staff also requests authorization to approve change order requests in an amount not to exceed 10% of the contracted amount. Funding for the project was originally approved in FY2012-13 through the General City-Wide Park Fund.

CC #: 7862

File #: 0707

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

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

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

CC #: 7841

File #: 0203-07

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

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

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

CC #: 7834

File #: 0203-13-01

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

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

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

CC #: 7836

File #: 0203-07

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

6.7. Anti-Foam Chemical – Purchase Order

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

CC #: 7848

File #: 0203-03

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

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

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

CC #: 7845

File #: 0203-07

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

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

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

CC #: 7837

File #: 0203-03

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

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

Memo from Administrative Analyst Katrina Rostam and Fire Chief Rick Bartee recommending Council adopt RESOLUTION NO. 16-317 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND MUNICIPAL EMERGENCY SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1705189). Staff is requesting the approval of a Service Agreement renewal with Municipal Emergency Services for maintenance, testing, and repair of the Fire Department's Self-Contained Breathing

Apparatus (SCBA) utilizing the City of San Jose's Request for Quotation RFQ #20944. The Fire Department has an ongoing requirement to maintain, test, and repair their inventory of SCBAs. The estimated total value of the award is \$100,000.00. Funding is included in the Fire Department's FY2016-17 budget.

CC #: 7849

File #: 0203-12

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

Resolutions

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

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-319 ACCEPTING THE PUBLIC WORK KNOWN AS MAIDU PARK ACCESSIBLE PARKING IMPROVEMENTS PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PARKS, RECREATION AND LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Parks, Recreation & Libraries Department has made a final inspection of the Maidu Park Accessible Parking Improvements Project and has found that all contract work has been completed in accordance with the improvement plans and specifications. The project is now ready for acceptance. The project scope of work included reconstruction of nine existing accessible parking stalls and construction of two new accessible parking stalls. In accordance with City specifications, the contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of Completion. The project cost was \$58,550.00 and was funded with monies from the General CIP Rehabilitation Fund.

CC #: 7851

File #: 0704-01

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

6.12. Stone Point Villages 11 and 12 Certificate of Completion

Memo from Senior Construction Inspector John Hernandez and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-315 OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS STONE POINT VILLAGES 11 AND 12 PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 7844

File #: 0400-04-02-1

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

6.13. Stone Point Village 14 Certificate of Completion

Memo from Senior Construction Inspector John Hernandez and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-314 OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS STONE POINT VILLAGE 14 PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The

Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 7843

File #: 0400-04-02-1

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

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

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

CC #: 7839

File #: 0721

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

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

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

CC #: 7861

File #: 1008

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

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

Memo from Senior Engineer Scott Gandler and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-311 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND KIMLEY-HORN AND ASSOCIATES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 16-312 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND DKS ASSOCIATES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 16-313 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND FEHR & PEERS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt

ORDINANCE NO. 5714 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval of three Professional Service Agreements with DKS Associates, Fehr & Peers and Kimley-Horn for On-Call services to prepare Traffic Impact Studies and a budget adjustment of \$1,000,000.00. All traffic impact studies are 100% developer funded. All three contracts have a not-to-exceed amount of \$500,000.00 each.

CC #: 7840

File #: 0317-07

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

6.17. Child Development Services Agreement

Memo from Recreation Superintendent Rob Nakamura and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-321 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND THE CALIFORNIA DEPARTMENT OF EDUCATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Under this agreement, the City can receive a maximum reimbursable amount of \$477,112.00 in FY2016-17 to cover direct program expenses. Grant funding is awarded through a California Department of Education grant, providing childcare services for over 80 children at Cirby, Kaseberg, Sargeant and Woodbridge Adventure Clubs.

CC #: 7854

File #: 0704

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

6.18. Placer Valley Sports Complex - Professional Services Agreements Amendments

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

CC #: 7811

File #: 0704

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

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

6.19. Carry Forward of Council Discretionary Funds - Budget Adjustment

Memo from Executive Assistant to the City Manager Vicki Philpott and City Clerk Sonia Orozco recommending Council adopt ORDINANCE NO. 5718 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item authorizes staff to process a budget adjustment to move the FY2016 remaining Council Discretionary Funds of \$2,372.00 into Council's FY2017 Discretionary Funds for appropriation to requests received in FY2017.

CC #: 7863

File #: 0102

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

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

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

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

CC #: 7850

File #: 0201-01 & 0704-01

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

6.21. Transfer of Transportation Funds - Budget Adjustment

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

CC #: 7846

File #: 0201-01 & 0721

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

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

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

CC #: 7855

File #: 0600-02 & 0201-01

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

Ordinances (for second reading and adoption)

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

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

CC #: 7859

File #: 0206-03-01

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

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

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

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

CC #: 7866

File #: 0321 & 0800-06

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

Reports / Requests

6.25. Out of State Travel Request – Electric Department

Memo from Electric Technology System Supervisor Sage Armstrong and Electric Utility Director Michelle Bertolino recommending Council approve out of state travel for Roseville Electric staff to attend a control system conference in Ontario, Canada between September 19, 2016 and September 23, 2016. Travel costs are estimated at \$3,261.00 and funds are available in current fiscal year budget.

CC #: 7838

File #: 0600-02

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

Ceremonial Documents

6.26. Resolution of Commendation and Appreciation to Nancy Cox

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

CC #: 7858

File #: 0102-10

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

6.27. Resolution of Commendation and Appreciation to Matthew DiLoreto

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

CC #: 7864

File #: 0102-10

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

Motion by Roccucci, seconded by Rohan, to approve the Consent Calendar as recommended.

Roll call vote: Ayes: Gore, Rohan, Roccucci, Garcia

Noes: None

Absent: Herman

END OF CONSENT CALENDAR

7. RESOLUTIONS

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

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

CC #: 7857

File #: 0206-10-01

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

Economic Development Director Chris Robles introduced Development Analyst Bill Aiken and President of the Downtown Partnership Doug Wageman.

Development Analyst Bill Aiken made the presentation to Council.

Downtown Roseville Partnership President Doug Wageman continued the presentation to Council.

No public comment received.

Motion by Gore, seconded by Roccucci, to approve the Downtown Roseville Partnership Annual Report, and to adopt RESOLUTION NO. 16-325 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE DOWNTOWN ROSEVILLE PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE.

Roll call vote: Ayes: Gore, Rohan, Roccucci, Garcia

Noes: None

Absent: Herman

7.2. City of Roseville Debt Management Policy

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

CC #: 7835

File #: 0203-13-01

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

Finance Director Monty Hanks made the presentation to Council.

Chief Financial Officer Jay Panzica continued the presentation to Council.

No public comment received.

Motion by Rohan, seconded by Gore, to adopt RESOLUTION NO. 16-307 ADOPTING A DEBT MANAGEMENT POLICY.

Roll call vote: Ayes: Gore, Rohan, Roccucci, Garcia

Noes: None

Absent: Herman

8. ORDINANCES

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

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

CC #: 7806

File #: 0201-01 & 0704

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

Assistant City Manager Dominick Casey made the presentation to Council.

Assistant City Manager Dominick Casey introduced Park Planning & Development Superintendent Tara Gee.

Park Planning & Development Superintendent Tara Gee made the presentation to Council.

Scott Alvord, Parks and Recreation Commissioner, spoke in support.

Marge Wallace, Roseville, thanked Werner Kuehn, Loren and Sue Cook, Scott Alvord and the Cresthaven neighborhood, as well as staff for their support.

Motion by Roccucci, seconded by Gore, to adopt RESOLUTION NO. 16-308 APPROVING REVISIONS TO THE PARK NAMING POLICY FOR THE CITY OF ROSEVILLE;

and,

adopt ORDINANCE NO. 5719 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FY2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE.

Roll call vote: Ayes: Gore, Rohan, Roccucci, Garcia

Noes: None

Absent: Herman

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

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

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

CC #: 7847

File #: 0114 & 0704

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

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

Government Relations Administrator Mark Wolinski made the presentation to Council.

Government Relations Administrator Mark Wolinski introduced Park Planning & Development Superintendent Tara Gee.

Park Planning & Development Superintendent Tara Gee continued the presentation to Council.

No public comment received.

Motion by Rohan, seconded by Gore, to support AB 2444, the California Parks, Water, Climate, and Coastal Protection and Outdoor Access for All act of 2016.

Roll call vote: Ayes: Rohan, Garcia

Noes: Gore, Roccucci

Absent: Herman

Motion failed 2-2

9.2. Council Discretionary Funds Request - Roseville Community Crime Stoppers Foundation

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

CC #: 7860

File #: 0102

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

City Clerk Sonia Orozco made the presentation to Council.

No public comment received.

Motion by Roccucci, seconded by Rohan, to approve the allocation of \$1,000.00 of Council discretionary funding to Roseville Crime Stoppers for sponsorship of the annual 4th of July Fun Run.

Roll call vote: Ayes: Gore, Rohan, Roccucci, Garcia

Noes: None

Absent: Herman

9.3. Council Discretionary Funds Request - Roseville Coalition of Neighborhood Associations
Item dropped from agenda

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

CC #: 7852

File #: 0102

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

Mayor Garcia announced that the item had been removed from the agenda.

10. COUNCIL / STAFF / REPORTS/ COMMENTS

10.1. Property Tax Update - Finance Director Monty Hanks – Finance Director Monty Hanks made the presentation to Council.

Regional Water Authority 15th Year Celebration Event – Councilmember Roccucci reported on attendance.

St. John Episcopal Church Event Honoring Police and Public Safety Service – Councilmember Roccucci reported on attendance.

Thanked Roseville Police Officers for Their Commitment – Vice Mayor Rohan commented

Congratulations to Jay Panzica as Chief Financial Officer of the Year Award Recipient – Mayor Garcia announced and offered congratulations.

11. ADJOURNMENT

Motion by Roccucci, seconded by Gore, to adjourn the meeting at 8:00 p.m.

Vote: All Ayes

CAROL GARCIA, MAYOR

SONIA OROZCO, CMC
CITY CLERK



COUNCIL COMMUNICATION

CC #: 7986

File #: 0201-01 & 0203-21 & 0900-04-01

Title: Roller Compacted Concrete Pilot Project - Reject all Bids and Budget Adjustment

Contact: Noah Siviglia (916) 746-1300 nsiviglia@roseville.ca.us

Meeting Date: 9/21/2016

Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council reject all bids for the Roller Compacted Concrete Pilot Project. Staff also recommends that City Council adopts the attached ordinance for a budget adjustment in the amount of \$50,000.00 from the Local Transportation Fund.

BACKGROUND

On June 1, 2016 the City Council approved the plans and specifications and authorized staff to call for bids for the Roller Compacted Concrete (RCC) project. RCC is a pavement option proven to have reduced maintenance costs compared to traditional asphalt, and initial construction costs similar to or lower than asphalt. The streets identified for this RCC pilot project include: Washington Blvd. from Pleasant Grove Blvd. to just south of Blue Oaks Blvd.; Atkinson Street from Church Street to the Foothills Blvd. overcrossing; Denio Loop; and Hickory Street from Church Street to Oakland Avenue. The project also includes curb ramp upgrades to meet ADA standards.

Bid opening was held on July 12, 2016. Five bids were received ranging from \$7,045,670 to \$11,201,950. All of the bids came in higher than our engineer's estimate of \$6,680,000.00. Staff attributes the high bids to bidding the project in the middle of the construction season. The engineer's estimate and three lowest bids are as follows:

Bid Results	
Engineer's Estimate	\$6,680,000.00
Papich Construction Co, Inc.	\$7,045,670.00
Granite Construction Company	\$7,214,760.00
A. Teichert & Son, Inc. dba Teichert Construction	\$7,484,517.00

On July 19, 2016, a bid protest was received from the apparent 2nd lowest bidder, Granite Construction, which alleged that the apparent low bidder, Papich Construction Co., listed a subcontractor for a specific scope of work for which they did not receive a bid. Upon receiving the protest, in accordance with the Roseville Municipal Code, staff immediately began a review of the bid protest. This resulted in an investigation into the allegations, an opportunity for the apparent lowest bidder to respond, and consultation with the City Attorney's Office on the legal

impact of the allegations. The protest had a compounding effect on the project's schedule. The review of the protest resulted in the earliest award of the project being delayed two City Council meetings, or approximately one month. This unforeseen issue has delayed the start of construction until late September to early October at the earliest. Additionally, as a result of the protest, there is the possibility for even further delays arising from a challenge from an unsuccessful bidder.

As a result of the schedule delay, staff is now presented with an issue of attempting to excavate and reconstruct a majority of the project during the fall and winter. This would ultimately result in multiple rain delays, a prolonged inconvenience to the motoring public, and a possible lower overall quality of construction.

Considering all of the potential issues with cost, the possibility of further delays, and impacts to the construction schedule, staff recommends the rejection of all bids and re-advertisement of the project for bids in the winter. Staff feels that a winter advertisement will provide a greater likelihood of receiving lower bids as contractors schedule work for the upcoming construction season.

PUBLIC OUTREACH: Previous public outreach has included two separate group meetings with utility companies, a presentation and discussion at the North State Building Industry Association, a presentation to the City's Transportation Commission, and a presentation before the City Council. The RCC pilot project has received support at all of those meetings.

As the project moves forward to construction, staff will be working with our communication team to develop a public outreach campaign to keep the community informed of the project's progress and traffic impacts during the construction phase of the project. This includes disseminating the latest project information on the City's web page and through news stories, traffic alerts, and social media. About two weeks before the planned work, Changeable Message Signs (CMS) will be placed at various locations throughout the project area to notify the traveling public about the project, its start and end times, road closures and detours for Atkinson and Hickory Street (Washington Blvd. will remain open during construction), and any potential traffic impacts expected with the work. The majority of the work will take place during regular business hours with occasional night work. Staff will also send letters to residents and businesses adjacent to the project area explaining the planned work, the type of pavement treatment that will be used, and what the recipients can expect before, during, and after the project.

During construction, staff will also be reaching out to the development, utility, and construction communities inviting them to come observe the project as it is being built. This will provide an opportunity for interested parties to learn more about RCC. Staff will subsequently solicit input from these entities as we evaluate the success of the pilot project and determine its future potential for use within the City of Roseville.

FISCAL IMPACT

The engineer's estimate for this project is \$6.7 million and is fully funded by Local Transportation Funds ("LTF"), Traffic Mitigation Funds ("TMF"), Gas Tax, and Highway Users Tax Funds ("HUT"). The requested budget adjustment in the amount of \$50,000.00 will cover staff time to incorporate design modifications in a effort to reduce costs, repackage the contract documents, rebid the project, and for project/construction management. No General Funds are allocated for this

project.

ECONOMIC DEVELOPMENT / JOBS CREATED

No additional jobs will be created as a result of this action.

ENVIRONMENTAL REVIEW

The proposed project involves the minor alteration of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Noah Siviglia, Assistant Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

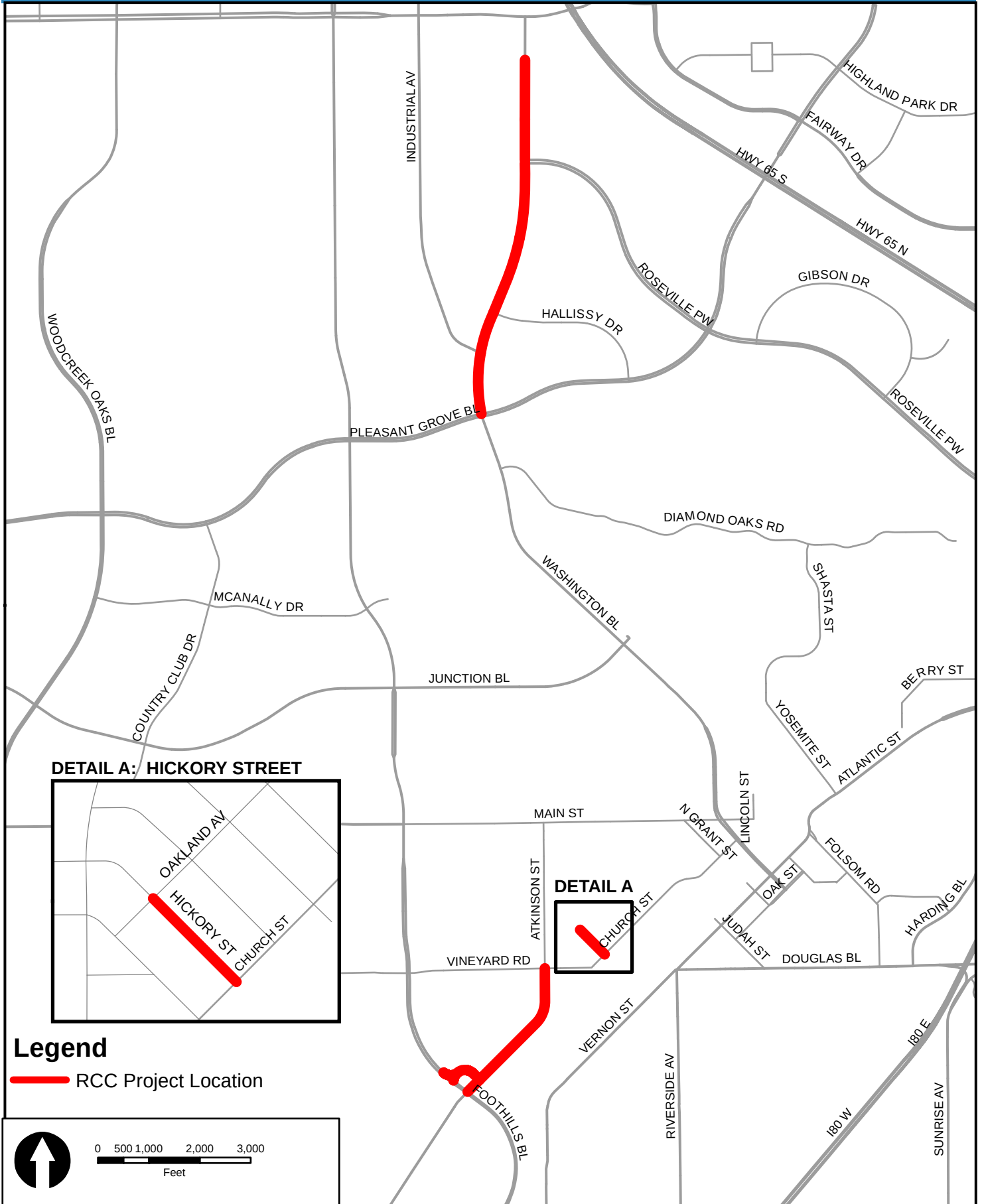
Description

Project Location Map

Resolution No. 16-408

Ordinance No. 5738

RCC Budget Adjustment



RESOLUTION NO. 16-408

REJECTING ALL BIDS FOR THE ROLLER COMPACTED CONCRETE PILOT PROJECT

WHEREAS, on July 12, 2016, the City of Roseville opened bids for the roller compacted concrete pilot project; and

WHEREAS, all of the bids came in substantially higher than the engineer's estimate; and

WHEREAS, staff desires to reject all bids for the roller compacted concrete pilot project and will re-advertise for bids at a later date;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that all bids for the roller compacted concrete pilot project are hereby rejected.

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

ORDINANCE NO. 5738

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

THE CITY OF ROSEVILLE ORDAINS:

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

Appropriate funds for the roller compacted concrete pilot project per request of the Public Works Department, as listed on the attached Request for Budget Adjustment totaling \$100,000.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

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

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

REQUESTER*: Noah Siviglia

DEPARTMENT/DIVISION*: Public Works - Engineering

FISCAL YEAR/EFFECTIVE DATE*: FY17/9-21-16

PROPOSED COUNCIL DATE (if applicable): 09/21/2016 *2016*

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
50,000	20010	6130	253	172503	45	LTF portion of RCC Pilot project
50,000	00253	3902	253			Transfer in from LTF
\$ 100,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
50,000	00441		441			Local Transportation Fund
50,000	00441	8902	441	172503		Transfer out to Roadway Fund
\$ 100,000	TOTAL					

FINANCE USE	Approved:		
	<i>Kathy Cullen</i>	<i>8/25/16</i>	<i>Marky Hanel</i>
	BUDGET MANAGER/SIGNEE	DATE	Finance Director
			Date

Justification for Budget Adjustment*:

The requested budget adjustment will supply budget for project management and bid support until the construction contract budget adjustment is approved. Staff had previously planned a budget adjustment to cover staff labor with the award of the construction contract, but delays with bid process and ultimate rejection of bids have postponed this budget adjustment until the project is rebid. Any unspent budget with this budget adjustment will remain in the project account for construction management.

Approved:	<i>[Signature]</i>	Approved:	
	<i>8-30-2016</i>		
	REQUESTING DEPARTMENT HEAD / DESIGNEE		CITY MANAGER
	DATE		DATE



COUNCIL COMMUNICATION

CC #: 7988

File #: 0201-01 & 0704-01

Title: Hamel Park Restroom Installation Project - Award of Contract and Budget Adjustment
Contact: Rjahja Canlas (916) 774-5505 rcanlas@roseville.ca.us

Meeting Date: 9/21/2016

Item #: 7.3.

RECOMMENDATION TO COUNCIL

Award a contract for the Hamel Park Restroom Installation Project to apparent low bidder, PBM Construction, Inc.; approve a budget adjustment of \$65,000.00 to fully fund construction; authorize the City Manager to execute the agreement with PBM Construction, Inc. in the amount of \$198,578.00; and authorize staff to approve change order requests in an amount not to exceed 10% of the contract amount.

BACKGROUND

Mel Hamel Park is a ten acre site located on Opal Drive and Crocker Ranch Road in the North Roseville Specific Plan. This park is very popular due to its numerous amenities and ability to host long field sports events. Soccer practice and games are frequently scheduled at the facility. This creates a "stay and play" period greater than a typical one hour experience for informal neighborhood park use. The "stay and play" factor emphasizes the need for restroom facilities at this park.

City Council approved the Hamel Park project plans and specifications at the June 1, 2016 meeting. Only one bid was received and opened on July 5, 2016. The bid results and engineer's estimate are as follows:

Bidder Total	Lump Sum Bid
PBM Construction, Inc.	\$198,578.00
Engineer's Estimate	\$125,000.00

The cost differential considers new utilities to support the restroom, which were not a part of the original park construction. Staff recommends award of the project to PBM Construction, Inc. in the amount of \$198,578.00.

Contingency

During the course of a construction project, it is common to encounter unanticipated or changed conditions in the field which necessitate additions or other changes to the project and the

contract. For this project, Staff requests authorization to approve change order requests in an amount not to exceed 10% of the contract price in accordance with the terms and conditions of the contract.

FISCAL IMPACT

This project was originally approved in the FY2014/15 budget using funding from the North Roseville Specific Plan (NSRP) III Park Development Fund (Fund 242). Approval of this request will add \$65,000.00 to the Hamel Park Expansion Capital Improvement Project (CIP 155007) for the Hamel Park Restroom Installation Project. This project will be fully funded with available fund balance from the NRSP III Neighborhood Park Fund (Fund 242) resulting in no impacts to the General Fund for development and a minimal increase for maintenance.

Estimated Project Costs	238,435.80
PBM Construction, Inc.	198,578.00
10% Contingency	19,857.80
Project Management Labor	20,000.00
Less FY2016/17 Hamel Park Expansion CIP (Project 155007) Balance	173,829.87
Budget Adjustment Needed (rounded)	65,000.00

ECONOMIC DEVELOPMENT / JOBS CREATED

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

ENVIRONMENTAL REVIEW

The proposed project involves the construction of small restroom facilities which are appurtenant to the existing park uses. This activity is categorically exempt from CEQA as a Class 3 Exemption (State CEQA Guidelines Section 15303). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Rjahja Canlas, Park Development Analyst

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-410

Agreement

Ordinance No. 5739

Budget Adjustment

RESOLUTION NO. 16-410

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

WHEREAS, an Agreement regarding the Hamel Park restroom installation project, by
and between the City of Roseville and PBM Construction, Inc., has been reviewed by the City
Council; and

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

THIS AGREEMENT, is made and entered into this _____ day of _____,
20_____, by and between the City of Roseville, a municipal corporation, ("CITY"), and
_____ PBM CONSTRUCTION, INC., a _____ CALIFORNIA CORPORATION
("CONTRACTOR"),

W I T N E S S E T H:

WHEREAS, the City Council of the City of Roseville, at a meeting held on the 1st day
of _____ June _____, 20 16 _____, approved plans and specifications consisting of the General
Conditions for Buildings and Grounds and Special Conditions for the
Hamel Park Restroom Installation Project

and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the 5th day of _____ July _____, 20 16 _____, and

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

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

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a meeting of the City Council held on the 1st day of June, 20 16, the City Council found and declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in accordance with the aforementioned specifications,

NOW, THEREFORE, the parties hereto as follows:

1. THE WORK. CONTRACTOR agrees:

(a) To do the work and furnish all the labor, materials, tools, equipment and insurance required for the Hamel Park Restroom Installation Project

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

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

2. PAYMENT. CITY shall pay CONTRACTOR \$198,578.00 for the Work to be done under this contract in accordance with the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ROSEVILLE
a municipal corporation

CONTRACTOR:

By: _____
ROB JENSEN
City Manager

By:  _____
GREG TORNBERG
its: VICE PRESIDENT

ATTEST:

and

By: _____
SONIA OROZCO
City Clerk

By: _____
its: _____

APPROVED AS TO FORM:

Business License #: 00831911

By: _____
ROBERT R. SCHMITT
City Attorney

ORDINANCE NO. 5739

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

THE CITY OF ROSEVILLE ORDAINS:

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

Appropriate funds for the Hamel Park restroom installation project per request of the Parks, Recreation & Libraries Department, as listed on the attached Request for Budget Adjustment in the amount of \$65,000.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

FINANCE DEPARTMENT

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

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

REQUESTER*: Dion Louthan/Rjahja Canlas/Genna Martin
DEPARTMENT/DIVISION*: Parks, Recreation & Libraries
FISCAL YEAR/EFFECTIVE DATE*: FY2016-17
PROPOSED COUNCIL DATE (if applicable): 08/17/2016

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
65,000	50074	6130	242	155007	45	Hamel Park Expansion Capital Improvement Project
\$ 65,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
65,000			242			Park Development-NRSP III Fund - Fund Balance
\$ 65,000	TOTAL					

FINANCE USE	Approved:				
		7/7/16			
	BUDGET MANAGER/DESIGNEE	DATE		Finance Director	Date

Justification for Budget Adjustment*:

This project was originally approved in the FY2014/15 Budget using funding from the North Roseville Specific Plan (NSRP) III Park Development Fund (Fund 242). Approval of this request will add \$65,000 to the Hamel Park Expansion Capital Improvement Project (CIP Project 155007) for the Hamel Park Restroom Installation Project. This project will be fully funded with available fund balance from the NRSP III Park Development Fund (Fund 242), so there is no impact to the General Fund.

Approved:		Approved:	
	7-11-16		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 7983
File #: 0203-09

Title: Ultraviolet Light Disinfection Equipment - Open Purchase Order
Contact: Todd Jordan (916) 746-1829 tjordan@roseville.ca.us

Meeting Date: 9/21/2016
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Authorize an open annual purchase order, including four optional one-year renewals authorized by staff, to Coombs-Hopkins/DC Frost for the purchase of Trojan Technologies ultraviolet light disinfection equipment used with the City's two wastewater treatment plants. The total annual cost will not exceed \$150,000 (\$75,000 per plant). Funding is included in the Wastewater Fund through the approved annual Wastewater Operations Budget.

BACKGROUND

Wastewater flows at the Dry Creek and Pleasant Grove Wastewater Treatment Plants undergo primary, secondary and tertiary treatment. The water is then disinfected with ultraviolet light systems manufactured by Trojan Technologies. Disinfected water is utilized as Title 22 recycled water or discharged to nearby creeks. The UV system is essential to maintain compliance with each plant's National Pollutant Discharge Elimination System (NPDES) permit and the City's Master Reclamation Permit for recycled water.

Both the Dry Creek and the Pleasant Grove Wastewater Treatment Plants utilize Trojan 3000 Ultraviolet Light Disinfection systems. Operation and maintenance of the system is similar between the two plants. The UV systems require scheduled maintenance to repair and replace equipment such as sensors that help track the reliability of the system and ballasts that power the lamps, which are the core equipment that disinfects the water. Lamp replacement is required also periodically based on hours of operation to ensure good system performance and meet regulatory requirements. Based on historical maintenance records, the cost of the scheduled maintenance can range between \$22,000 for the minor repairs to above \$200,000 for complete lamp replacement. The average cost is approximately \$75,000 annually for each plant.

Trojan Technologies guarantees that both of the City's UV systems will meet Title 22 disinfection requirements provided that validated components and replacement parts be used. Trojan Technologies is the sole supplier of such validated components and replacements parts, which must be purchased through their designated vendor for California, Coombs-Hopkins/DC Frost.

FISCAL IMPACT

The open annual purchase order will be for \$150,000 (\$75,000 per plant). Funding is included in the Wastewater Fund through the approved annual Wastewater Operations Budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The Coombs-Hopkins/Trojan Technologies open annual purchase order 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



Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 7981

File #: 0203-13-02

Title: Traffic Signal Batteries (RFQ 01-3091) - Purchase Order
Contact: Babette Owens (916) 774-5704 bowens@roseville.ca.us

Meeting Date: 9/21/2016

Item #: 7.5.

RECOMMENDATION TO COUNCIL

Recommend Council authorize an award of a purchase order with MK Battery for the purchase of traffic signal batteries as the lowest responsive bidder for RFQ 01-3091. The estimated annual cost for the batteries is \$50,000.00 or not to exceed department budgeted amounts.

The bid allowed for a total of five years including the initial contract year plus four optional renewal years. Staff requests authorization to continue renewing the contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Public Works Traffic Signal Division has an ongoing requirement to purchase replacement batteries for their traffic signal battery back-up systems (BBS). The batteries are a back-up energy source for the City's traffic signals in the event that there is a power outage.

A formal bid was issued where vendors were asked to quote the unit price for signal batteries. The bid award is based on the lowest responsive and responsible bid.

<u>Bidder</u>	<u>Total</u>
MK Battery Anaheim, CA	\$90.00
Tesco Controls, Inc. Sacramento, CA	\$88.00
Batteries Plus Bulbs Roseville, CA	\$109.00
Big Hog Battery Service Elk Grove, CA	\$108.95

Anixter
Benecia, CA

\$150.00

Tesco Controls, Inc. was deemed non-responsive because they did not acknowledge addendum #1.

FISCAL IMPACT

The estimated annual cost for the batteries is \$50,000.00. Funding is included in the Public Works Traffic Signal Division's FY2016/17 budget. The dollars will be encumbered one year at a time pending Council approval of budget for each year.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 7974
File #: 0203-06

Title: Disaster Recovery Storage Device Purchase
Contact: Matt Donaldson (916) 774-5405 mdonaldson@roseville.ca.us

Meeting Date: 9/21/2016
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends award of a purchase order to Carahsoft to purchase a data storage device to provide disaster recovery for the City's Public Safety computer-aided dispatch system. The total cost of this purchase order will be no more than \$53,000.00.

BACKGROUND

The recent implementation of the City's computer-aided dispatch and records management system (New World) included equipment and a process for disaster recovery of the system and its data. To add additional security and redundancy in the event of an emergency affecting the City network or police headquarters, staff plans to purchase a separate, independent data storage unit to be maintained in an alternate data center.

FISCAL IMPACT

This purchase will be funded by the Police Rehab Capital Improvement Fund. Council authorized the transfer of funds to this CIP for this purchase on 5/4/16 (CC #7651).

ECONOMIC DEVELOPMENT / JOBS CREATED

No jobs will be created by this purchase.

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)).

Respectfully Submitted,

Matt Donaldson, Information Technology Program Manager

Hong Sae, Chief Information Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

Carahsoft Nimble Storage quote

1860 MICHAEL FARADAY DRIVE | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Tom Pelster
City of Roseville
401 Oak Street
#404
Roseville, CA 95678

FROM: Phillip Brown
Carahsoft Technology Corp.
1860 Michael Faraday Drive
Suite 100
Reston, Virginia 20190

EMAIL: TPelster@roseville.ca.us

EMAIL: Phillip.Brown@carahsoft.com

PHONE: (916) 774-5200 **FAX:**

PHONE: (703) 889-9872 **FAX:** (703) 871-8505

TERMS: Contract Number: CMAS # 3-12-70-2247E
Term: 12/20/2011 - 3/31/2017
Delivery: 30 Days ARO
Payment Terms: Net 45
Credit Cards: Cal-Card Accepted
Delivery: FOB Destination
Tax: State Sales Tax as Required
Business Size: Large
Sales Tax May Apply

QUOTE NO: 8514349
QUOTE DATE: 08/09/2016
QUOTE EXPIRES: 09/08/2016
RFQ NO:
SHIPPING: FREIGHT
TOTAL PRICE: \$48,949.69

\$3,671.23

TOTAL QUOTE: \$52,620.92

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
1	417-CS300-2P-24T-640F	CS300 2x1 GigEDual 10GbE Optical (Qty. 1 pair) 12 x 2TB HDD 4 x 160GB SSDs	LIST: \$98,000.00 GSA: \$93,862.77	\$43,560.19 CMAS	1	\$43,560.19
2	417-CS300-2P-24T-640F-NBD-1YR	NBD Parts Del SW Sup & InfoSight for CS300-2P-24T-640F- 1YR	LIST: \$3,480.00 GSA: \$3,333.09	\$2,694.75 CMAS	2	\$5,389.50
SUBTOTAL:						\$48,949.69
						TOTAL PRICE: \$48,949.69
						\$3,671.23
						TOTAL QUOTE: \$52,620.92



COUNCIL COMMUNICATION

CC #: 7971
File #: 0203-09

Title: CCTV Camera Transporter Purchase
Contact: Chris Bracco (916) 746-1892 cbracco@roseville.ca.us

Meeting Date: 9/21/2016
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council approve a sole source purchase of the Closed Circuit Television (CCTV) inspection equipment with CUES, Inc.

BACKGROUND

This purchase is a sole source to maintain compatibility with equipment in all three existing Wastewater Collection CCTV inspection trucks which use CUES equipment. The Wastewater Collection Division regularly inspects the collection system, and the transporter is the foundation of our mobile inspection. Our inspection camera mounts directly to the transporter, and in conjunction with different tires and wheels, affords us the capability to perform valuable inspection of the collection system. The purchase of this new transporter from CUES, Inc. will allow the inspection of larger diameter trunk sewers, to determine their integrity and quality of maintenance performed. Presently, inspections cannot be performed on lines larger than 15 inches and this equipment will allow inspections on lines up to 60 inch pipe.

FISCAL IMPACT

The total cost including tax will be \$31,386.63. Account 31509-6130 will be used to purchase the transporter.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The proposed actions have been determined to be exempt from the California Environmental Quality Act (CEQA) per Sections 15061 (b)(3) because it can be seen with certainty that the proposed project will have no significant effect on the environment.

Respectfully Submitted,

Chris Bracco, Wastewater Collection Superintendent

Richard Plecker, Environmental Utilities Director

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

Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 7985
File #: 0800-03

Title: Residential Load Management Program - Service Agreement Amendment
Contact: David Bradford (916) 746-1672 dbradford@roseville.ca.us

Meeting Date: 9/21/2016
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute an amendment to the service agreement with EnerTouch, Inc., dba GoodCents Solutions (GoodCents) to install load control devices and provide call center management for Roseville Electric Utility's Power Partners Residential Demand Response program. The amendment is for one year and has a not to exceed amount of \$31,900.00, bringing the total cost of the agreement to \$216,900.00. Funding is included in the FY17 Electric Budget for Public Benefits programs.

BACKGROUND

In the summer of 2007, Roseville Electric Utility implemented a Residential Demand Response Program called "Power Partners." This is a voluntary program that allows Roseville residents to help reduce peak energy use during hot summer months. By participating in the Power Partners program, residents agree to have wireless controls (switch equipment) attached to their home air conditioner. These switches can be used to turn air conditioner compressors "on" and "off" for short intervals during critical peak energy use periods. The program is designed to have minimal to no impact on customer comfort.

During implementation of the Power Partners program, Roseville Electric Utility issued a Request for Proposals (RFP) seeking a vendor to provide installation services for 5,000 switches and ongoing call center services. GoodCents was selected as the vendor, and Roseville Electric Utility executed a three year service agreement with GoodCents. The company has installed approximately 4,000 switches and stored the remaining switches for future installation. The third service agreement amendment covers the costs of installing the remaining switches and continuing call center services.

Currently, over 3,700 customers are participating in the Power Partners program. Roseville Electric Utility's goal is to increase the participation level to 5,000 customers; which would provide an estimated 5 MW of peak power reduction capacity. Customers receive a ten dollar incentive each summer that they participate in the program.

FISCAL IMPACT

This one year amendment has a not to exceed amount of \$31,900.00, bringing the total cost of the agreement to \$216,900.00. Funding is included in the FY17 Electric Budget for Public Benefits programs.

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 GoodCents services do not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

David Bradford, Energy Services Account Representative

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-407

Service Agreement Amendment

RESOLUTION NO. 16-407

APPROVING AMENDMENT NO. 3 TO SERVICE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND ENERTOUCH, INC. DBA GOODCENTS
SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF
OF THE CITY OF ROSEVILLE

WHEREAS, Amendment No. 3 to Service Agreement (Service Agreement No. S1203019) for Residential Load Management Program services, between the City of Roseville and EnerTouch, Inc. dba Goodcents Solutions, has been prepared and reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

**SERVICE AGREEMENT
AMENDMENT**

SERVICE AGREEMENT No: S1203019
AMENDMENT No.: 3

SERVICE LOCATION: ROSEVILLE ELECTRIC
2090 HILLTOP CIRCLE
ROSEVILLE, CA 95747

Contractor No.: V38690

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

Contractor License No.:
Business License No.:

Department: ELECTRIC

Telephone No.: 800-653-3445 Fax: 678-836-1049

Contractor: ENERTOUCHE, INC.
dba GOODCENTS SOLUTIONS
ATTN: BRAD PAUL
400 PERIMETER CENTER TERRACE NE
SUITE 245
ATLANTA, GA 30346

Acct. Code: 08623-5900/686210-36
40001-5101/044044-30

Buyer: BRANDON MENDONCA
Phone: 916-774-5724

Service Agreement Number S1203019 ("Agreement"), which was executed on 9/1/11, is hereby modified as follows:

Select all provisions that apply:

- ☒ The term of the Agreement is extended and the expiration date of the Agreement is changed to 6/30/17.
- ☐ The term of the Agreement is reduced by (days/months/years) and the expiration date of the Agreement is changed from to .
- ☒ The Total Cost of Service payable under this Agreement is modified from \$185,000.00 to \$216,900.00. The purpose of this modification is: TO CONTINUE CALL CENTER MANAGEMENT THROUGH 6/30/17.
- ☐ The original scope of work under the Agreement is hereby decreased and the following services have been removed from the original Agreement . The purpose of this modification is: .

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

CONTRACTOR:

By: _____

Title: _____

By: _____

Title: _____

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: _____

Rob Jensen
City Manager

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



COUNCIL COMMUNICATION

CC #: 7981

File #: 0203-13-02

Title: Traffic Signal Interconnects (RFQ 01-3092) - Service Agreement

Contact: Babette Owens (916) 774-5704 bowens@roseville.ca.us

Meeting Date: 9/21/2016

Item #: 7.9.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a service agreement with Integrity Data & Fiber, Inc. as the only responsive bid for RFQ 01-3092 for installation of signal interconnects on an as needed basis. The total cost of service is \$50,000.00. In addition, adopt a resolution authorizing the City Manager to sign the attached service agreement.

The bid allowed for a total of five years including the initial contract year plus four optional renewal years. Staff requests authorization to continue renewing the contract without further Council approvals until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest including authorization for the City Manager to sign service agreement renewals pending Council approval of budgets for that year.

BACKGROUND

The Public Works Traffic Signal Division has an ongoing requirement for the installation of traffic signal interconnects on an as needed basis. Public Works has a network of underground fiber optic cable. This cable is used to communicate with Intelligent Transportation System (ITS) equipment such as traffic signals and changeable message signs (CMS). Public Works is also providing the Information Technology Department with communications to various City facilities over this same network. While underground infrastructure is generally well protected, it is subject to occasional damage by construction activities. Due to the importance of the data being carried by the fiber optic cable, repairs need to be made quickly. While the Traffic Signal Division has some ability to install short runs of fiber optic cable and make smaller repairs, they do not have the equipment required for the longer runs or to repair the larger cables.

Because staff cannot predict the actual services that will be required through June 2017, the estimated total award of \$50,000.00 is derived from historical data and knowledge of future requirements. Funding will be encumbered as needed for these services.

A formal bid was issued where vendors were asked to provide pricing for the installation of each size of cable, pull rope, stranded fiber, vaults, etc. This "item" pricing is what will be used in

carrying out the installation of traffic signal interconnects as requested by the Public Works Traffic Signal Division. Only one vendor, Integrity Data & Fiber, Inc. responded.

FISCAL IMPACT

The estimated annual cost of the installation of signal interconnects is \$50,000.00. Funding is included in the Public Works Traffic Signal Division's FY2016/17 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The proposed project involves the repair of an 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,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-406

Service Agreement

RESOLUTION NO. 16-406

APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND
INTEGRITY DATA & FIBER, INC., AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1703062) for the installation of traffic signal interconnects, between City of Roseville and Integrity Data & Fiber, Inc., has been prepared and reviewed by the Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said service agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville, upon receipt and approval of bonds by the City Attorney's office.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute the remaining four years of renewal of the service agreement provided that their budget is approved by the City Council.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1703062**

SERVICE LOCATION: CITY OF ROSEVILLE
AS DIRECTED

REQ. NO.: R1714419 DATE: 8/8/16

SUBMIT ALL INVOICES TO:

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

Contractor No.: V35514
Telephone No.: 916-439-4787 Fax:
Email address: miller173@pacbell.net
Contractor: INTEGRITY DATA & FIBER, INC.
ATTN: JUSTIN MILLER
6751 HILLS VIEW DR.
VACAVILLE, CA 95688

Department: PUBLIC WORKS / TRAFFIC SIGNALS

Acct. Code: 21503-6130

Buyer: BABETTE OWENS
Phone: 916-223-2227

Start Date	Terms	Completion Date	Insurance Limits	Contact
UPON COUNCIL APPROVAL	NET 30	6/30/17	Approved by Risk Mgt.	DAVE CRITTENDEN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
PROVIDE LABOR AND MATERIALS TO INSTALL TRAFFIC SIGNAL INTERCONNECTS ON AN AS NEEDED BASIS IN ACCORDANCE WITH ALL SPECIFICATIONS, TERMS, CONDITIONS, ATTACHMENTS, AND PRICING WORKSHEETS OF RFQ 01-3092.

THE TOTAL COST OF SERVICE BELOW IS AN APPROXIMATE VALUE ONLY. THE CITY CANNOT GUARANTEE WHATSOEVER THE ACTUAL VALUE OF THIS CONTRACT.

PLEASE CONTACT DAVE CRITTENDEN AT (916) 774-5554 FOR ADDITIONAL INFORMATION, QUESTIONS, OR SCHEDULING.

Total Cost of Service: \$ **50,000.00**

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

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

Business License No.: 034843 Contractor License No.: 778249 DIR Registration No.: 1000001069

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____

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

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless 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 negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to.
- 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 and Employer's liability. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.



COUNCIL COMMUNICATION

CC #: 7982

File #: 0203-13-02

Title: Traffic Signal Detection and Minor Signal Repair (RFQ 01-3093) - Service Agreement
Contact: Joanna Oukrop (916) 774-5745 joukrop@roseville.ca.us

Meeting Date: 9/21/2016

Item #: 7.10.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a service agreement to St. Francis Electric, LLC as the lowest responsive bidder to RFQ 01-3093 for services to provide traffic signal detection and minor signal repair services on an as needed basis. The estimated total annual cost of service is \$75,000.00. Additionally, adopt a resolution authorizing the City Manager to sign the agreement.

The bid allowed for a total of five years including the initial contract year plus four optional renewal years. Staff requests authorization to continue renewing the contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest including authorization for the City Manager to sign the renewal agreements pending Council approval of budgets for each year.

BACKGROUND

The Public Works Engineering Division has an ongoing requirement for traffic signal detection and minor signal repair services on an as needed basis. Traffic signal detection is a key element of the City's traffic signal and Intelligent Transportation System (ITS). The detection allows traffic signals to determine the traffic demand for a particular direction of travel and respond accordingly. The detection system also provides key volume, congestion, and level of service data for the City's ITS. Timely repairs to the system are essential in order to maintain an optimized traffic network. In addition to detection, this contract will provide the City with on-call contractor assistance to repair damaged traffic signal equipment and make minor system modifications. The Engineering Division does not currently have the necessary staff or the equipment to perform some types of work in-house and therefore requires the assistance of an on-call contractor.

Vendors were asked to provide pricing on a per job basis for Type A and Type D loops as a sampling of the types of jobs to be performed, laborer and electrician hourly rates for time and materials jobs, and pricing for one sample pole replacement job as a method for awarding the contract. The prices include the purchase and installation of each item to City standards.

A formal bid was issued with three vendors responding as follows:

<u>Vendor</u>	<u>Total</u>
Bear Electrical Solutions, Inc. Alviso, CA	\$15,770.00
M&M Electric Sacramento, CA	\$14,130.00
St. Francis Electric, LLC San Leandro, CA	\$10,122.00

FISCAL IMPACT

The estimated annual cost of the services is \$75,000.00. Funding is included in the Public Works Engineering Division's FY2016/17 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The proposed project involves the maintenance of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Joanna Oukrop, Senior Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-404

Service Agreement S1705198

RESOLUTION NO. 16-404

APPROVING A SERVICE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND ST. FRANCIS ELECTRIC, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF
ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1705198) between City of Roseville and St. Francis Electric, LLC, for traffic signal detection and minor signal repair services, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said service agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville, upon receipt and approval of bonds by the City Attorney's office.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute the remaining four years of renewal of the service agreement provided that their budget is approved by the City Council.

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

AYES COUNCILMEMBERS:

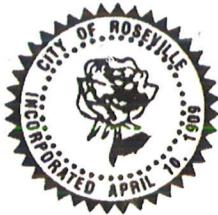
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1705198**

SERVICE LOCATION: CITY OF ROSEVILLE
AS DIRECTED

REQ. NO.: R1714205 DATE: 8/9/16

SUBMIT ALL INVOICES TO:

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

Contractor No.: V41082
Telephone No.: (510) 639-0639 X 231 Fax:
Email address: estimating@sfe-inc.com
Contractor: ST. FRANCIS ELECTRIC, LLC
ATTN: ANDREW AMADOR
975 CARDEN STREET
SAN LEANDRO, CA 94577

Department: PUBLIC WORKS TRAFFIC SIGNALS

Acct. Code: 21521-6130

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

Start Date	Terms	Completion Date	Insurance Limits	Contact
UPON COUNCIL APPROVAL	NET 30	6/30/17	Approved by Risk Mgt.	DAVE CRITTENDEN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
THE VENDOR SHALL PROVIDE TRAFFIC SIGNAL DETECTION AND MINOR SIGNAL REPAIR SERVICES IN ACCORDANCE
WITH ALL SPECIFICATIONS, TERMS, CONDITION AND ATTACHMENTS OF RFQ 01-3093.

PLEASE CONTACT DAVE CRITTENDEN AT (916)774-5541 FOR QUESTIONS REGARDING THIS CONTRACT.

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

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

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

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

Business License No.: _____ Contractor License No.: 1003811 DIR Registration No.: 1000022208

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

By: _____

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

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

may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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



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

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence
\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville -Insurance Compliance
PO Box 12010-R1
Hemet, CA 92546-8010

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

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

Insurance Submission Process

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

How It Works

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

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



COUNCIL COMMUNICATION

CC #: 7970

File #: 0323

Title: Alarm Permitting and False Alarm Reduction Program - Service Agreement Amendment

Contact: Dee Dee Gunther (916) 774-5015 ddgunther@roseville.ca.us

Meeting Date: 9/21/2016

Item #: 7.11.

RECOMMENDATION TO COUNCIL

Authorize Amendment No. 1 to Service Agreement S1603007 with AOT Public Safety Corporation, increasing the amount from \$75,000 to \$145,000; and approve a resolution authorizing the City Manager to sign the amended service agreement.

BACKGROUND

AOT Public Safety Corporation has provided burglary and robbery alarm permit tracking and billing services to the City since 2011. In December 2015, City Council approved the most recent two-year contract and service agreement in the amount of \$75,000. That amount was estimated based current trending of costs, and for one fiscal year. Staff requests the service agreement be amended to add an additional \$70,000 to fund the contract until it expires in December, 2017. The amended amount of \$145,000 over the two-year contract period is in line with average amounts used in previous years.

FISCAL IMPACT

The amended service agreement is for an amount not to exceed \$145,000. The contract with AOT Public Safety Corporation is a performance-based contract, so monies are not allocated in the annual budget as an expense. AOT Public Safety Corporation collects permit fees and false alarm fines from alarm holders, retains their percentage earned based on contract amounts, and pays the remainder to the City. The contract authorizes AOT Public Safety Corporation to retain 45% of alarm fees and charges for the first \$75,000 collected, and 32.5% for revenues collected after that point.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable to this amended contract for alarm program administration.

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 processing, monitoring, and collecting of alarm permit fees and false alarm fines does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Dee Dee Gunther, Department Public Information Officer

Daniel Hahn, Police Chief



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-398

Amendment No. 1 to Service Agreement

RESOLUTION NO. 16-398

APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND AOT PUBLIC SAFETY CORPORATION, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF
ROSEVILLE

WHEREAS, Amendment No. 1 to Service Agreement (Service Agreement No. S1603007) for alarm permitting and false alarm reduction program services, between the City of Roseville and AOT Public Safety Corporation, has been prepared and reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

**SERVICE AGREEMENT
AMENDMENT**

SERVICE AGREEMENT No: S1603007
AMENDMENT No.: 1

SERVICE LOCATION: POLICE DEPARTMENT
1051 JUNCTION BLVD.
ROSEVILLE, CA 95678

Contractor License No.:
Business License No.:

Contractor No.: V38601

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

Telephone No.: 240-607-1400 Fax:

Department: POLICE DEPARTMENT

Contractor: AOT PUBLIC SAFETY CORP
CRYWOLF
ATTN: JILL WILLIAMS
103 PAUL MELLON COURT
WALDORF, MD 20602

Acct. Code: 05514-5100

Buyer: BABETTE OWENS
Phone: 916-774-5704

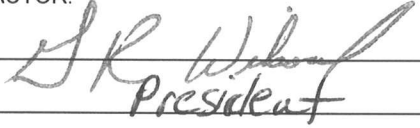
Service Agreement Number S1603007 ("Agreement"), which was executed on 12/16/15, is hereby modified as follows:

Select all provisions that apply:

- ☐ The Contractor name is hereby changed from
- ☐ The term of the Agreement is reduced by (days/months/years) and the expiration date of the Agreement is changed from to
- ☒ The Total Cost of Service payable under this Agreement is modified from \$70,000.00 TO \$145,000.00. The purpose of this modification is: Continue to provide monitoring and collection of alarm permits and false alarm fine services through the end of the two-year contract.
- ☐ The original scope of work under the Agreement is hereby increased and the following services have been added from the original Agreement.

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

CONTRACTOR:

By: 

Title: President

By: _____

Title: _____

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: _____

Rob Jensen
City Manager

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





COUNCIL COMMUNICATION

CC #: 7996

File #: 0400-04-18

Title: Foothills Boulevard & Roseville Parkway - Certificate of Completion

Contact: Darin Crockett (916) 746-1324 dcrockett@roseville.ca.us

Meeting Date: 9/21/2016

Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following action:

1. Adopt the attached resolution accepting Foothills Boulevard & Roseville Parkway CWJ#150093, as complete.
2. Authorize the City Engineer to execute the Certificate of Completion.

BACKGROUND

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

FISCAL IMPACT

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

ECONOMIC DEVELOPMENT / JOBS CREATED

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

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Darin Crockett, Construction Inspector

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-416

COC

Exhibit A

RESOLUTION NO. 16-416

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Foothills Boulevard and Roseville Parkway PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Certificate of Completion" on file in the City Clerk's Department relative to that public work known as the Foothills Boulevard and Roseville Parkway is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book 35 of Parcel Maps, Page 66 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

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

CERTIFICATE OF COMPLETION

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

The general contractor on said project was VALLEY COMMERCIAL CONTRACTORS.

The surety on said project was A FAITHFUL PERFORMANCE BOND NUMBER 1001023309 FROM AMERICAN CONTRACTORS INDEMNITY COMPANY A CALIFORNIA CORPORATION

MARC STOUT
City Engineer
City of Roseville

ATTEST:

SONIA OROZCO, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF PLACER)

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

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

MARC STOUT
City Engineer
City of Roseville

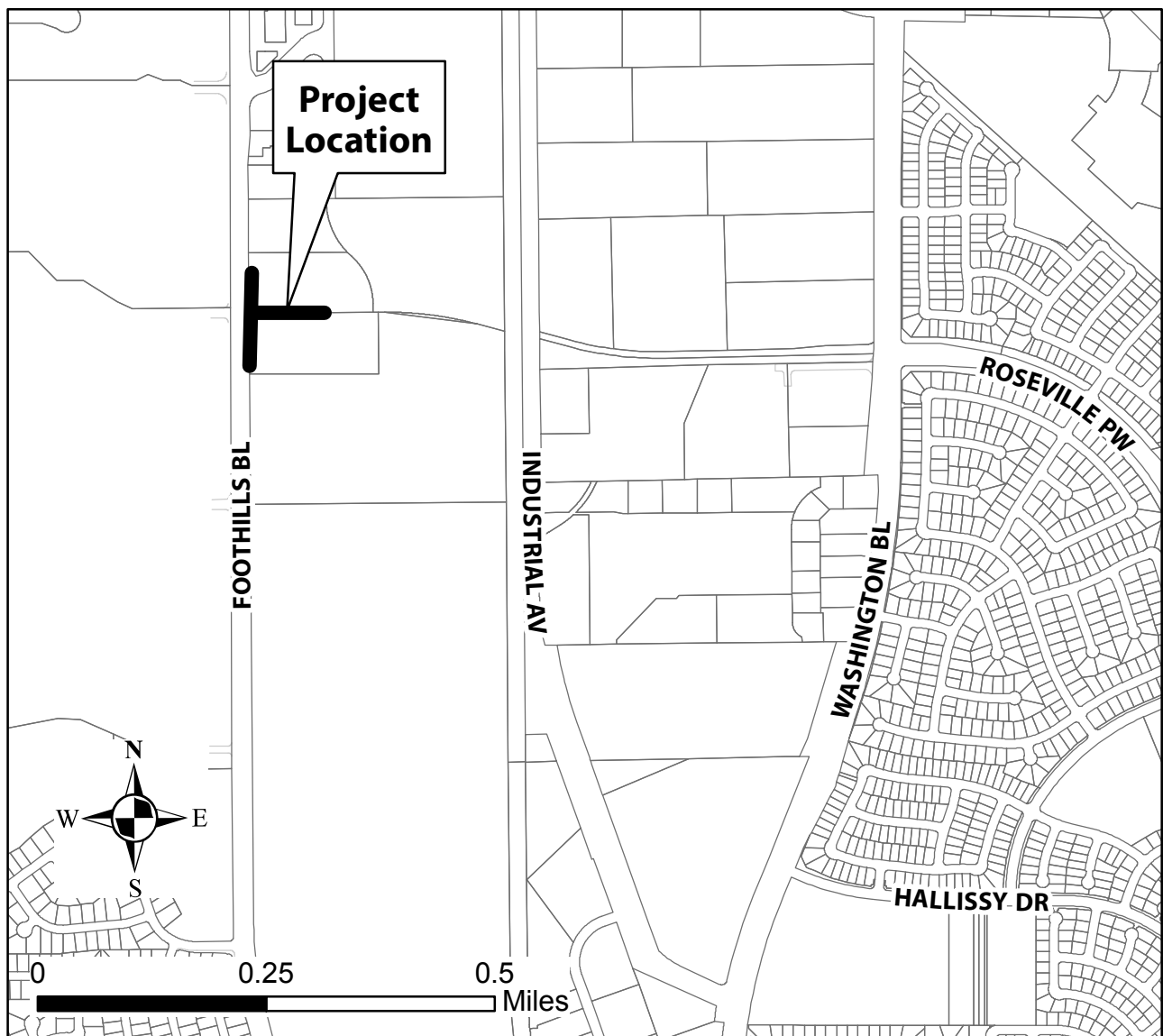
STATE OF CALIFORNIA)
COUNTY OF PLACER)

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

Notary Public in and for said County and State

EXHIBIT A

City of Roseville Foothills Boulevard and Roseville Parkway Frontage Improvements





COUNCIL COMMUNICATION

CC #: 7994
File #: 0800-03

Title: Owners Engineer Services for Turbine Control Retrofit Projects - Professional Services Agreement
Contact: Jason Miller (916) 746-1665 jmiller@roseville.ca.us

Meeting Date: 9/21/2016
Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to authorize the City Manager to execute the attached Professional Services Agreement (PSA) with Mechanical Dynamics and Analysis (MD&A) for \$250,000 for Owner's Engineer services related to the Generation Division's turbine control retrofit projects. Funding is available in the Electric Department budget for FY 2017.

BACKGROUND

Roseville Electric owns and operates two natural gas fired power plants, the Roseville Energy Park (REP) and Roseville Power Plant #2 (RPP2). The hardware and software systems which control the turbines at both facilities are each at the end of their useful lives. Both systems are considered obsolete by their respective manufacturers, which makes hardware repair/replacement and service difficult to obtain and can create costly delays in the event of component failure. In order to support the continued reliability of Electric's generating assets, the Generation Division is currently implementing projects to replace these controls at both plants.

These types of control systems are very complex, both in their design and installation. Electric solicited proposals (Request for Proposals 07-023) for Owner's Engineering services from firms that have specific experience in the design, installation and commissioning of turbine controls systems on turbines similar to those owned and operated by Roseville Electric. The selected firm will provide technical and project support during the various phases of the controls retrofit process.

Staff evaluated the proposals and determined that MD&A was the highest scoring firm from among the proposers and recommends that they be awarded the PSA.

FISCAL IMPACT

The not to exceed cost of the PSA is \$250,000. Funding is included in the Electric Department budget for FY17.

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 Owner's Engineering Services does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Jason Miller, Senior Power Plant Engineer

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-414

PSA w/Md&A

RESOLUTION NO. 16-414

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE
CITY OF ROSEVILLE AND MECHANICAL DYNAMICS & ANALYSIS, LTD., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for Owner's Engineer Services, by and between the City of Roseville and Mechanical Dynamics & Analysis, Ltd., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Owner's Engineer Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation ("CITY"), and Mechanical
Dynamics & Analysis, Ltd., a Delaware corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of Owner's Engineer Services
for the Roseville Energy Park and Roseville Power Plant No. 2 Control Retrofit projects; and

WHEREAS, CONSULTANT has prepared a proposal dated April 20, 2016, reference
Proposal Number 160299, which describes the scope of work to be performed by
CONSULTANT, the budget for the work, and the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this
reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be
compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "A." Total compensation shall not exceed two hundred fifty thousand dollars (\$250,000).

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

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

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

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

COVERAGE

LIMITS OF LIABILITY

Workers' Compensation

Statutory

Commercial General Liability

\$1,000,000 each occurrence

\$2,000,000 aggregate

Personal Injury:

\$1,000,000 each occurrence

\$2,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

Professional Liability (errors and omissions)

\$1,000,000 per claim

\$2,000,000 aggregate

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

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

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

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

e. Subcontractors. While in the performance of the work, CONSULTANT shall be liable for any acts, omissions, or negligence of any Subcontractors hired by Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

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

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

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

CITY OF ROSEVILLE

Michelle Bertolino
Electric Utility Director
2090 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Mechanical Dynamics & Analysis, Ltd.
Control Systems Division
3825 East Mulberry Street, Unit 3
Fort Collins, Colorado 80524

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

20. 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.

21. Warranty. Services performed on CITY's equipment by CONSULTANT and any parts supplied by CONSULTANT are warranted to conform to the Contract specifications and to be free from defects in workmanship, material and title for a period of twelve months following the equipment's return to service, or eighteen months following completion of work or delivery of the part, whichever occurs first. If any services or parts fail to meet the foregoing warranty, CONSULTANT shall correct such failure, (i) by promptly reperforming any portion of the nonconforming services or repairing or replacing any nonconforming or defective parts; or (ii) by promptly making available Ex Works CONSULTANT's facility (Incoterms 2010), any necessary repaired or replacement parts. Where a nonconforming or defective part cannot be

corrected by CONSULTANT's reasonable efforts, the parties will negotiate an equitable adjustment in price. All costs and risks of access to the equipment, disassembly, and reassembly associated with the corrective action shall be borne by CITY, if not included in the original work scope. The supply of repaired or replacement parts, or reperformed services shall be warranted for an additional 12 months, however under no circumstances shall the entire warranty period, including remedial warranty efforts, exceed 24 months.

22. Limitation of Liability. In no event, whether as a result of breach of contract, indemnity, warranty, tort (including CONSULTANT's negligence), strict liability or otherwise, shall CONSULTANT's liability to CITY, its subsidiaries and affiliates, successors or assigns, or its insurers for any loss or damage arising out of, connected with, or resulting from the Agreement, or from CONSULTANT's performance or breach, or from any parts or services covered by or furnished under the Agreement or any extension or expansion thereof (including remedial warranty efforts), exceed three times (3X) the total not to exceed compensation amount, provided in paragraph 2, above. This limitation of liability shall not apply to the indemnity for bodily injury or death.

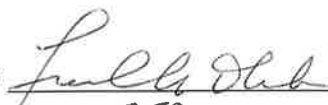
23. Consequential Damages. In no event, whether as a result of breach of contract, indemnity, warranty, tort (including CONSULTANT's negligence), strict liability or otherwise, shall CONSULTANT be liable to CITY or its subsidiaries and affiliates, successors or assigns, or its insurers for any special, incidental, exemplary, indirect or consequential damages, including, for example, loss of profits or revenues, loss of use of any property, cost of capital, cost of purchased power, cost of substitute equipment, replacement power or downtime costs.

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

CITY OF ROSEVILLE, a
municipal corporation

Mechanical Dynamics & Analysis, Ltd., a
Delaware corporation

BY: _____
ROB JENSEN
City Manager

BY: 
its: CFD

and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MICHELLE BERTOLINO
Electric Utilities Director

EXHIBIT “A”



MD&A CONTROL SYSTEMS

3825 East Mulberry Street, Unit 3
Fort Collins, Colorado 80524
PH: 970. 224.2223 FAX: 970.797.1309

20 April 2016

PROPOSAL #160299

City of Roseville
Roseville Electric – Generation
Attn: Jason Miller
5120 Phillip Road
Roseville, CA 95747
(916) 774-1665
jmiller@roseville.ca.us

Re: RFP 07-023 GENERATION – OWNER'S ENGINEER SERVICES

Dear Mr. Miller,

Thank you for your inquiry to have MD&A act as Owner's Engineer for the units at REP and RPP2. MD&A have operated in this capacity on numerous projects, to the immense benefit of our clients. We leveraged our solid history of successful implementation of many controls upgrade projects in doing so. MD&A people, coming from successful careers with OEM's, have the deep knowledge and expertise that only comes from working on this equipment and these systems, from initial design, through manufacturing, installation, commissioning, and legacy support.

Per your RFP, our proposal is submitted in the following format:

- A. MD&A Qualifications
- B. MD&A Experience and References
- C. Qualifications of MD&A Team
- D. Project Understanding
- E. Project Plan
- F. Cost Proposal
- G. Required Statements/Documents
- H. MD&A Exceptions
- I. MD&A Competency
- J. Appendix (Resumes)

MD&A hereby certifies that we shall perform the services and adhere to the requirements in this RFP. If you have questions related to any of these sections, we would be happy to discuss the details further with you in person or via phone.

MD&A appreciates having this potential opportunity to serve you and the City of Roseville.



Sincerely,

A handwritten signature in black ink that reads "Vincent E. Hilaire". The signature is fluid and cursive, with a large initial "V".

Vincent E. Hilaire, P.E.
Sales Manager
MD&A Control Systems Division
vhilaire@mdaturbines.com

A. MD&A Qualifications

MD&A is a steam turbine, gas turbine and generator service organization that provides engineering and technical expertise, component repair services, parts supply, and supervised craft labor workforces to support the heavy rotating equipment needs of the power industry.

Starting in 1982 as a specialized consulting service, MD&A has grown to be a full-service, high quality option to the OEM with regard to equipment service and repair. We have worked for most of the leading utility companies in the North America, as well as a number of municipal and independent power producers.

MD&A employs approximately 400 full-time engineers, technicians and staff personnel. A variable craft labor workforce is used to support peak outage season requirements.

Our corporate headquarters are in Latham, NY; and we operate a service and repair center in St. Louis, MO for both steampath and generator repair (100,000+ SF). In addition, we have parts manufacturing facilities in Marion and Willoughby, OH, Ocala, FL, Clifton Park, NY and Fort Collins, CO.

MD&A's Control Systems Division is based in Fort Collins, CO and began in 1982 as Novatech Corporation, which was then owned by Joe Hovorka, who still remains Director of Engineering. In 2002 MD&A purchased Novatech and established the division. MD&A Controls have been providing the following parts and services since their establishment:

- Control Systems based on independent platforms, including:
 - Rockwell Allen Bradley
 - Metso Automation
 - GE Fanuc
 - Siemens PLC
 - Woodward
 - Service on GE MHC to MKVIe
- Excitation systems from:
 - Hitachi
 - Basler
- Hydraulic Power Units, actuators, and system modifications
- Novatech MKI & MKII circuit board replacements
- Controls and Excitation Field Engineering and Consulting focusing on (but not limited to):
 - GE steam and gas turbine
 - Siemens Westinghouse steam and gas turbines
 - Hitachi steam and gas turbines
 - Toshiba steam turbines

MD&A is organized into the following divisions, which in summary provide:

<u>Outage Services 518-399-3616</u> New Unit Installations Large Steam Turbine Overhauls Industrial Gas Turbine Maintenance & Overhaul Computerized Scheduling Total Job Planning & Project Management Subcontract Coordination & Administration Experienced Supervision & Skilled Craft Labor Standard Maintenance Tool Sets	<u>Field Engineering 518-399-3616</u> Outage & Maintenance Project Management Field Engineering & Technical Direction Vibration Analysis Training Programs Start-Up Engineering	<u>Topless Laser Alignment 518-399-3616</u> Eliminates "Tops-On" Requirement Reduced Labor Removes Alignment from Critical Path Reduced Outage Duration Retained Thermal Performance
<u>Steampath Engineering & Repair 518-399-3616</u> Steam Turbine Retrofits Steampath Engineering Steampath Audits & Inspections Bucket & Cover Replacement/Repair Diaphragm & Nozzle Repairs Steampath Upgrades Failure Analysis Mobile Lathe Equipment Mobile Machine Shops & Field Machining Valve Inspections	<u>Generator Engineering & Repair 314-880-3000</u> Major Component Replacement Complete Inspections & Electrical Testing Repairs to All Generator Components & Auxiliaries Stator & Field Rewinds HV Bushing Repair & Manufacture Wedge Systems Leak Repairs to Liquid Cooled Stator Bars Diagnosis of Operational Problems HIT Skid Testing	<u>Turbine Consultants 314-880-3000</u> Low Stress Weld Repairs Engineered Stress Relief Methods Proprietary Distortion Correction Engineered Shell & Valve Body Repairs Eroded Surface Restoration Automated Bore Welding Finite Element Analysis Remaining Life Analysis Failure Analysis Stress Monitoring Systems
<u>Turbo Parts 518-859-3199</u> Advanced Design Stationary Seal Systems: Guardian Packing Ring® Vortex Shedder Tip Seal® On-Site Installation Services Valve Components / Accessories Conventional Seals & Packings Stationary Steampath Components Rotating Components Reverse Engineering Capability Bolting & Fasteners	<u>Renewal Parts Maintenance 440-946-0082</u> Tapered Land Thrust Bearings Tilt Pad Thrust & Journal Bearings Hydrogen Seal Repairs & Replacement Oil Deflectors MHC Operating Governors Mechanical Overspeed Governors Steam Seal Regulators Water Seal Impellers Helix Seal Rings Accessory Starting Equipment	<u>MD&A Control Systems 970-224-2223</u> Circuit Board Repair & Replacement Generator Excitation Systems TCx Turbine Controls for Industrial, Utility and Boiler Feed Pump Turbines Hydraulic System Modifications for LP Actuators and HP MHC Conversions Maintenance & Troubleshooting Start Up Controls and System Training

B. MD&A Experience and References (Sample)

Redding Electric Utilities

Acting as Owner's Engineer to write specification, review design and assist in implementation of new (Siemens T3000) turbine controls for 3 MS5001 gas turbines.

17120 Clear Creek Rd.
Redding, CA 96001

Greg Deedon
Electric Power Production Manager
(530) 245-7017

Graphic Packaging International

Recommissioned a GE MS6001B gas turbine with Mark V controls. (The customer had relocated the turbine from California to Louisiana.) The MS6001 is a larger (higher MW output) version of the MS5001 design; both machines are 5180 RPM.

1000 Jonesboro Rd
West Monroe, LA 71292
(318) 362-2060

The Project Engineer was Kevin Bordelon.

CalEnergy Operating Corporation (a Unit of Berkshire Hathaway Energy Renewables)

Performed full upgrade of 30 steam valve actuators (see attached Project Description) and 7 generator exciters. The steam turbines were from a mix of OEM's - GE, Fuji, and Mitsubishi, with a mix of various control systems.

7030 Gentry Rd
Calipatria, CA 92233
(760) 348-4000

Edward Arceo was the Project Manager.

Joe Clappis' individual experience:

Turlock Irrigation District

Performed two Mark IV-Mark VI Turbine Controls Upgrades in 2004, and performed various outage and troubleshooting work in years before and after for various Plant Managers, most recently, George Davies.

Walnut Peaking Plant
325 S. Washington
Turlock, CA 95381
George Davies, Plant Manager
(209) 883-8408

C. Qualifications of MD&A Team

For the Roseville project, MD&A propose that Mike Broggi (Controls Operations Manager), Joe Clappis (Senior Controls Engineer – GE Controls), and Oldrich “Ollie” Klokocka (Project Engineer - Siemens Controls) be directly involved with the project (resumes attached). Together they have a combined experience of over 80 years with GE and Siemens gas turbines and controls, having worked around the world installing and commissioning gas turbines and retrofitting gas turbine control systems in sites around North America, Europe, the Middle East, and Asia. Their resumes are attached to this proposal. Mike, Joe, and Ollie are located in our office in Fort Collins, Colorado.

Mike and Joe have worked on units from Frame 3 two-shaft mechanical drive turbines to Frame 9FA single-shaft STAG (Steam- And Gas turbine-generators) units in both simple and combined cycle applications. Both Mike and Joe are known in the power generation industry and recognized for their ability to execute projects in a safe and timely manner meeting both budgetary constraints and project deadlines.

Prior to coming to MD&A, both Mike and Joe recently worked for the retrofit turbine controls business of GE, designing, sourcing and manufacturing turbine control systems for retrofit/upgrade of existing equipment. They brought their many years of field experience to bear in the design, construction and testing of turbine control systems for a variety of applications, helping to streamline processes for both the company and the Customer in the process. Their extensive knowledge of GE-design heavy duty gas turbine and auxiliary operation, control and protection has allowed them to solve problems and provide solutions that exceeded expectations while improving reliability and availability.

Both Mike and Joe spent time working in the GE “hot suitcase” field service division—people who travel at a moment’s notice to sites to assist and solve persistent problems and provide quick resolution using their extensive knowledge and experience. This division was typically reserved for only the most experienced controls engineers.

Joe has also spent a significant part of his career teaching others, is known for sharing his knowledge with other field engineers through newsletters and emails, and was a long-time contributor to a World-Wide Web site offering advice and information to users of GE turbines and controls around the world (www.control.com), and is now a contributor to several discussion groups on www.linkedin.com.

Joe has been an instrumental contributor to several teams on turbine control retrofit projects that were considered to be nearly impossible to complete in the allotted times for the projects, bringing the controls portions of the projects to early completion despite the amount of work and the short times allotted. Start-ups were completed without excessive tripping and delays due to wiring and configuration problems, and units were returned to service/production ahead of expectations and with no alarms or major punchlist items.

In addition to Mike's technical expertise and experience he is extremely adept at managing people and projects to successful completion of all sizes, scopes and budgets and excels at coordinating the activities of people located locally and remotely. Besides the field service aspect of his experience, he has deep experience in the manufacturing and testing process, and in project scheduling and contracting. This experience will also be of great benefit in helping Roseville to ensure that this project is successful technically and commercially.

Prior to joining MD&A, Ollie had been directly involved in many controls upgrade projects throughout the world, spanning small fossil-fired applications through large nuclear units. He was honored as a Siemens Fellow Engineer. As such, he has very deep knowledge of the full line of Siemens control offerings, from legacy systems through the T3000.

D. Project Understanding

MD&A are uniquely qualified to execute this project based on our expertise and past experience in working with the plant. Over the few years, we have worked with the City on issues various controls issues as they have come up, both on site and over the phone. Based on our GE, Siemens, and Woodward backgrounds, as well as numerous visits to site, we feel we have a good basic understanding of the state of the units, and would welcome the chance to make full recommendations on how these units could be made to be more reliable.

The Frame 5 units themselves have proven themselves to be extremely durable units that can provide many years of reliable operation if well maintained. The units at Roseville can also be made to reliably operate for many years, with many minor improvements to the hardware and O&M of the units. MD&A have in many cases helped customers around the world to make these types of improvements to many different types of units.

For the GE units, MD&A have done some service work on the Woodward controls and agree that targeted hardware upgrades and software improvements would make the units more serviceable and ensure that replacement parts are available. It would also be desirable to ensure that the configuration of the new controls (software especially) be consistent with the OEM's best practices and are similar to other similar units in the US from a servicing and sharing of best practices standpoint. MD&A intimately familiar with current best practices and will ensure these are implemented. For example, currently the software configuration makes expert troubleshooting difficult, and is not configured the way that most other units of its type are. MD&A would work with the installer to make sure that this is corrected.

We do feel that in general portions of the system are in good condition, so wholesale replacement is not warranted. Replacement of the CPU and other critical hardware is a good solution. Instrumentation and control logic has not changed considerably in the time since this system was first installed.

MD&A are also aware of the intent to change the generator excitation and protection on these units, and have experience with many manufacturers of retrofit equipment. From a consulting standpoint, we can provide input on the pros and cons of various equipment and configurations available, and can help evaluate the cost vs. benefit of features and reliability. Our experience in this area is primarily with Basler, Hitachi, and GE equipment, but we have worked on almost all of the major equipment available. MD&A would work with the City to identify not only the best equipment, but also the best retrofitter, as there are several companies capable of doing this work, with some being better than others from an engineering standpoint.

For the Siemens units, MD&A understands that the upgrade is a relatively standard upgrade for Siemens, but having solid retrofit project management experience and OEM trained engineers allows MD&A to provide valuable input and avoid pitfalls. MD&A have recently acted as owner's engineer on another project of similar scope and have insights into some of the difficulties that could come up. Early on in the project we would work with the City to identify these risk points and put mitigation plans in place.

Besides just the retrofit work going on, MD&A could offer advice on improvements to the system equipment and operations and maintenance, which could even have a greater impact on the availability of the units. Recent improvements in valve, actuator, and other mechanical technologies also have improved reliability at many sites.

E. MD&A Project Plan

Kickoff Meeting

MD&A will schedule a site kickoff meeting to be held within 2 weeks after award of the contract to discuss expectations, schedule, and meet the key Roseville ("City") personnel involved in the project.

Site Investigation

Ideally immediately following the kickoff meeting, MD&A will begin site investigation in order to develop our recommendations. We anticipate that this will take approximately 3-4 days. During this time MD&A would like to speak with as many of the site staff as practical to determine any outstanding issues and history of past issues.

During this time, MD&A would assemble all possible drawings and data and determine to assist in the review. This would include OEM drawings, site construction drawings, operating history, service reports, and operating data.

As much as practical, it would be useful to exercise as many of the systems possible at this time, including a startup and shutdown if practical.

Write Specification (RPP2)

Develop a written specification for control and protection of GE-design Frame 5 heavy duty gas turbines in use for peaking service at RPP2, by listing and describing basic required control and protection functions necessary for the turbines to operate as intended by the OEM in accordance with GE heavy duty gas turbine control philosophy and protection. Control System Vendor to choose the methods of implementation based on programming functions available in equipment to be provided. Control and protection as described to be demonstrated during FAT (Factory Acceptance Testing) prior to commissioning.

- Develop detailed list of inputs and outputs and any required scaling values.
- Describe auxiliary operation (pumps; fans; etc.) using relay-ladder diagram format.
- Required Process Alarms to be listed and described.
- Require input from City for any instrumentation changes.

Review Control System Logic Development (RPP2 and REP)

On a scheduled, periodic basis review logic (algorithms; functions; sequencing; Process Alarms) being developed by Control System Vendor for compliance with required control and protection functions, as well as auxiliary operations (pumps; fans; etc.).

Travel to Control System Vendor site as necessary to review and consult on progress of logic development.

Review Control System Hardware Configuration (RPP2 and REP)

On a scheduled, periodic basis review control system configuration (I/O modules; panel configuration; wiring diagrams) to ensure necessary I/O capability is present, including spare I/O points as required by City.

Travel to Control System Vendor site(s) as necessary to review and consult on progress of control panel construction.

Factory Acceptance Testing and Punchlist Completion (RPP2 and REP)

Work with Control System Vendor to produce FAT procedures and verification documents to be used during the FAT.

Attend FAT at Control System Vendor site(s) to observe demonstration of control system conformance with required control and protection functions.

Work with Control System Vendor(s) to ensure any non-conforming functions encountered during FAT are properly resolved and demonstrated.

Installation & Commissioning (RPP2 and REP)

Assist with the planning of the installation of the new Control Systems in the area as chosen by City, by helping to develop lists of interconnecting wiring and cabling and coordination of activities for the three units to be staged over the period as desired by City.

Assist with commissioning activities to ensure complete checkout of inputs and outputs to meet required functionality and desired operation for start-up activities.

Assist with developing a start-up procedure to demonstrate required control and protection functions work as necessary to permit alarm-free operation (elimination and prevention of nuisance Process Alarms) during normal operation (start-up; loading/unloading; shutdown; cooldown operation).

Ensure lessons learned from first Control System installation and commissioning experience(s) are implemented prior to installation and commissioning of remaining unit(s).

Assist with signoff or post installation punchlist items as required.

Advise City on acceptability of system handover following successful commissioning.

F. Cost Proposal

MD&A proposes to use a 3-tiered structure for billing of consulting time. The first rate will be for consulting work from MD&A offices, including design review, document drafting and conference call attendance. The second rate will be for any consulting time held at offices outside of MD&A such as at RPP2/REP, the controls vendor site, or any other 3rd party location. The third rate will be for site time during installation and commissioning of the systems.

Straight Time Rate 1	\$231
Straight Time Rate 2	\$264
Straight Time Rate 3	\$286

- The above rates are straight time rates for hours worked M-F and up to 8 hrs. / days.
- Time in excess of 8 hours, or any time on Sat or Sun will be billed at the above rates X 1.5
- All travel time is ST and will be billed at actuals up to a maximum of 8 hours
- Expenses for Travel and Living while away from MD&A sites will be billed at cost + 10%.
- For Rates 2 & 3 a minimum of 8 hours will be billed for M-F work

Total cost of this project is expected not to exceed \$250,000.

This proposal is valid for project execution in 2016 and 2017. MD&A propose to use the Terms and Conditions previously negotiated between MD&A and City of Roseville dated Jan 10, 2014. Net 30 payment terms apply. This proposal is valid for 90 days. Any applicable taxes are not included.



COUNCIL COMMUNICATION

CC #: 7980

File #: 0721

Title: South Placer Regional Mobility Training Program (RFP 15-36) - Professional Services Agreement

Contact: Jeannie Gandler (916) 746-1289 jgandler@roseville.ca.us

Meeting Date: 9/21/2016

Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council authorize a professional services agreement with Paratransit, Inc. to provide the South Placer Regional Mobility Training Program for one year, and adopt a resolution authorizing the City Manager to sign the agreement.

BACKGROUND

On December 3, 2014 the City Council adopted Resolution No. 14-519 authorizing the City Manager to submit a FTA Section 5310 grant application to offer support programs and/or to improve technology for existing transit services and to execute the related grant application forms and agreements. In March, 2016 the City was awarded \$122,000 in FTA Section 5310 grant funding for the South Placer Regional Mobility Management Program. The work program includes the following objectives:

1. Provide a year-long mobility training program through a contractor experienced in training seniors and individuals with disabilities to successfully ride transit across jurisdictional boundaries within the region, with a City option to extend the training for up to four (4) additional years if grant funding becomes available;
2. Produce a new training video and update the two (2) informational transit videos that were previously produced and are currently available to transit users online;
3. Develop mobility training program marketing and informational materials, and purchase a laptop and projector to use at presentations;
4. Expand the volunteer Transit Ambassador program and provide sensitivity training for volunteers;
5. Increase contractor provided staff at the Call Center if needed to handle mobility training initial screening, referrals and potential increased call volume;
6. Provide auto call back capabilities at the Call Center as a customer service enhancement and to improve efficiency of transit services;
7. Purchase and install GPS units for paratransit vehicles to ensure timely arrivals and better coordination; and,

8. Replace outdated Telecommunications Device for the Deaf (TDD) equipment at the Call Center.

On May 16, 2016, RFP 15-36 for the South Placer Regional Mobility Training Program was released to achieve the first objective on the list above. City staff conducted a far-reaching effort to offer this opportunity to as many contractors as possible.

Paratransit, Inc. was the only organization to submit a proposal. Paratransit has 34 years of experience providing professional travel training services for seniors and people with disabilities in the Sacramento region, the San Joaquin Valley, Hawaii, and Washington. In addition, Paratransit's proposal (attached to the Professional Services Agreement) addressed all aspects of the comprehensive Scope of Services that were described in RFP 15-36. The cost to implement this program is a "not to exceed" cost of \$38,500 for the first year. The City may, at its discretion, extend the contract for up to four additional years in one year increments should additional funding become available.

This service agreement with Paratransit will accomplish objective #1 in the above list of eight objectives. The remaining \$83,500 of the FTA 5310 grant will be used to complete objectives two through eight of the work program.

FISCAL IMPACT

The proposed project is wholly funded by a FTA Section 5310 grant and will not impact the City's General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs are created by this action, however, seniors and people with disabilities who learn to use transit services independently through the mobility training program could potentially re-enter the work force as well as travel to retail locations, restaurants, and more.

ENVIRONMENTAL REVIEW

The mobility training program is exempt from environmental review as it is not a project as defined by the California Environmental Quality Act (CEQA).

Respectfully Submitted,

Jeannie Gandler, Community Relations Analyst

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-403

Professional Services Agreement

RESOLUTION NO. 16-403

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

WHEREAS, a professional services agreement regarding the South Placer Regional Mobility Training Program, by and between the City of Roseville and Paratransit, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: South Placer Regional Mobility Training Program

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

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of implementation of the
Regional Mobility Training Program; and

WHEREAS, CONSULTANT has prepared a proposal dated May 11, 2016, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services described in the CITY'S May 2016 Request for Proposal #15-36 ("RFP") which Scope
of Work is attached hereto as EXHIBIT "A" and incorporated herein by this reference.

2. Term. The term of this Agreement shall be one (1) year. CITY may, in its sole
discretion, elect to extend the Agreement in one (1) year increments for up to an additional four

(4) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed thirty-eight thousand, five hundred dollars and no cents (\$38,500.00).

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

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

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by

law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

6. Federal Requirements. CONSULTANT agrees to comply with additional requirements of the Federal Transit Administration, attached hereto as EXHIBIT "C" and incorporated herein by this reference.

7. Access to Records. Duly authorized representatives of CITY shall have right of access during normal business hours to CONSULTANT's files and records relating to the

services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

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

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

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

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

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

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

14. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or

making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

16. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY. However, the term "Material" as used in this Section shall not include any software owned by and/or used by CONSULTANT, which software shall remain the sole property of CONSULTANT and CITY shall have no rights to same.

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

Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

17. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

20. Severability. If any of the provisions contained in this Agreement 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.

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

CITY OF ROSEVILLE

Rhon Herndon,
Public Works Director
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Tiffani M. Fink
Deputy Executive Director
2501 Florin Road
Sacramento, CA 95822

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

PARATRANSIT, INC., a
California corporation

BY: _____
ROB JENSEN
City Manager

BY: Scott Lovett
its: Board President

ATTEST:

and
BY: Dinda Parker
its: Assistant Secretary
to the Board

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
RHON HERNDON
Public Works Director

EXHIBIT “A”

**NOTICE OF RFP
CITY OF ROSEVILLE, CA
RFP #15-36
South Placer Regional Mobility Training Program**

**Proposal Due Date:
Monday, May 16, 2016
@ 3:00PM**

Request for Proposal (RFP) specifications may be retrieved by accessing the City of Roseville website, www.roseville.ca.us, by calling 916-774-5293 or visiting the Alternative Transportation Division, 401 Vernon Street, Roseville, California.



REQUEST FOR PROPOSALS #15-36

**South Placer Regional
Mobility Training Program**

DUE: Monday, May 16, 2016
3:00 PM

Deliver to:

**City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678**

CITY OF ROSEVILLE
NOTICE FOR PROPOSALS
Mobility Training Program

NOTICE IS HEREBY GIVEN that proposals for a Contract for Services to provide a Regional Mobility Training Program will be received by the City of Roseville. Proposals will be accepted **ONLY** at the office of the **City Clerk, Civic Center, 311 Vernon Street, Roseville, CA, 95678**, until 3:00 p.m., Monday, May 16, 2016. Said proposals will be evaluated and results will be made public after completion of the negotiation process with the selected contractor. The City reserves the right to reject any or all proposals and to waive any informalities or irregularities in any proposal or in the proposal process.

April 27, 2016

Mike Wixon
Alternative Transportation Manager

IMPORTANT!!!

The City is not responsible for misdelivered proposals, and the proposer is strictly liable for its chosen method of delivery. It is the proposer's sole responsibility to make sure that proposals arrive at the proper location. Any proposal which does not actually arrive in the City Clerk's Office by the RFP due date and time will be rejected as non-responsive, even if properly addressed or delivered to another City Department. Faxed and/or emailed proposals will not be accepted.

Your proposal **MUST** be addressed and delivered as follows:

**City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678**

The proposer is also directed to include the attached "Sealed Proposal" label on the outside of the package or envelope so that it is visible when delivered to the City.

REQUEST FOR PROPOSALS #15-36
SOUTH PLACER
REGIONAL MOBILITY TRAINING PROGRAM

TABLE OF CONTENTS

<u>SECTION</u>	Page
1.0 INTRODUCTION	6
2.0 TENTATIVE SCHEDULE	7
3.0 PRE-PROPOSAL CONFERENCE	8
4.0 SCOPE OF SERVICES	8
5.0 ASSURANCE OF DESIGNATED PROJECT TEAM	11
6.0 PROPOSAL FORMAT REQUIREMENTS	11
7.0 SUBMITTAL INSTRUCTIONS	14
8.0 EVALUATION CRITERIA	15
9.0 SELECTION PROCESS	15
10.0 GENERAL TERMS AND CONDITIONS	16
11.0 ATTACHMENTS	
ATTACHMENT “A” - PROPOSER’S CERTIFICATION	22
ATTACHMENT “B” – SAMPLE AGREEMENT	23
ATTACHMENT “C” – COST PROPOSAL FORMS	32
ATTACHMENT “D” - REQUIRED FEDERAL CLAUSES	33
12.0 SEALED PROPOSAL STAMP	55

1.0 INTRODUCTION

The City of Roseville (hereinafter "City"), is soliciting proposals from agencies with outstanding qualifications to enter into an Agreement to provide a Mobility Training Program for the South Placer region. Clients served will be from Roseville, Rocklin, Lincoln, Auburn and unincorporated areas of south Placer County. This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or entities (hereinafter "Contractor(s)"), that meet the requirements set forth in this Request for Proposals (hereinafter "RFP"), and are capable of providing the services requested are encouraged to participate.

1.1 BACKGROUND

The City received a Federal Transit Administration ("FTA") Section 5310 grant to establish a regional Mobility Training Program to provide professional level instructional services and supports to persons with disabilities, seniors and other individuals who need assistance to use transportation independently. The City was awarded \$38,500 for this activity. Pending the success of the first year of the program, the City is positioned to receive \$38,500 in FTA Section 5310 grant funding for a subsequent year of the program, and may seek funding to continue the program thereafter. The program goals are to help customers maintain, enhance, or regain their independence by learning to confidently use public transportation in south Placer County, which includes Auburn Transit, Placer County Transit and Roseville Transit. The City desires to contract with an organization or agency to provide this specialized training for an initial term of one year, with options to extend the contract for four *additional* years in one year increments. These optional extensions shall be at the sole discretion of the City. The City will give written notice to the Contractor as soon as possible and/or at least 30 days prior to contract extension.

The Mobility Training Program provided by the Contractor will include:

- identifying seniors and individuals with disabilities and assessing their eligibility for the program;
- determining the appropriate level of training;
- designing and performing individualized or group training; and,
- documenting and reporting training outcomes, cost-effectiveness of the program and client follow-up procedures.

The professional services agreement will be managed by Alternative Transportation Division staff and implemented in collaboration with area transit service providers and a variety of community and social service agencies. There will be no charge for individuals or groups who meet program eligibility requirements to participate in this program and participation is strictly voluntary.

1.2 CITY OVERVIEW

The City of Roseville is an incorporated city with a population of more than 122,000 residents, located in Placer County off of Interstate 80, approximately 16 miles northeast of Sacramento, California. The City of Roseville is a Charter city operating under the City Council/City Manager form of government. The City of Roseville Alternative Transportation Division of Public Works is responsible for providing public transit service within Roseville. The city owns and maintains the bus fleet and contracts with a transit provider for the

operation of Roseville Transit. Roseville Transit operates several distinct bus services: Local, Commuter, Dial-A-Ride and Paratransit with more than 400,000 passenger trips a year.

1.3 INSTRUCTIONS

This RFP includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal. Failure to follow these instructions may result in rejection of your proposal.

No oral representations or interpretations will be made to any proposer as to the meaning of this RFP.

Direct all inquiries regarding this RFP in writing to:

City of Roseville
Department of Public Works, Alternative Transportation Division
Attn: Mike Wixon
401 Vernon Street
Roseville, CA 95678
Fax: (916) 774-5293
Email: mwixon@roseville.ca.us

Do not contact other individuals or City departments in this regard. Information provided by anyone other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if it is in writing and issued by the City department issuing the RFP. No oral interpretations or answers shall bind the City unless confirmed by the City in writing.

All addenda for this RFP will be distributed to proposers who have registered on the City's website and will be posted on the City's website at: <http://www.roseville.ca.us>

It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE SCHEDULE

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFP Released by the City.....	April 27, 2016
Preproposal Conference.....	May 6, 2016
Deadline for Final Questions.....	May 10, 2016
City Responses to Written Questions.....	May 11, 2016
Proposal Submission Deadline.....	May 16, 2016
Consultant Interviews as Needed.....	May 25, 2016
Contract Negotiations.....	May 31, 2016
Contract Approval by City Council.....	July 6, 2016
Commencement of Services.....	July 7, 2016

3.0 **PRE-PROPOSAL CONFERENCE**

A pre-proposal conference has been scheduled for 1:00 pm on Friday, May 6, 2016 at:
City of Roseville Civic Center
Planning Conference Room
311 Vernon Street
Roseville, California 95678

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. While attendance is not mandatory, interested proposers are highly encouraged to attend. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed upon request.

4.0 **SCOPE OF SERVICES**

The City of Roseville received grant funding for a Regional Mobility Training Program. To implement the Regional Mobility Training Program, the City desires to enter into an agreement with an experienced Contractor who can provide a comprehensive program. The selected Contractor's program will provide professional mobility training staff along with established methods, processes, general curriculum and basic equipment to identify, assess and provide customized training to help eligible individuals enjoy a better quality of life by learning how to use local public transportation independently. The term of the agreement will be one year with options to extend the contract for four additional years in one year increments. These optional extensions shall be at the sole discretion of the City. The City will give written notice to the Contractor as soon as possible and/or at least 30 days prior to contract extension.

The selected Contractor will be expected to provide a detailed, written outline of a mobility training program that is regional in scope to include clients of social service agencies and the general public who could use Roseville Transit, Placer County Transit, and Auburn Transit to improve their independence and overall quality of life.

The mobility training program must be described in the Contractor's proposal and must:

- Describe the methods for identifying customers in need of mobility training in coordination with south Placer transit service providers and social service agencies;
- Include the general assessment process used to evaluate the functional skills of each customer or group of customers and determine eligibility for participation in the Regional Mobility Training Program; and,
- Include a curriculum outline which can be customized to individuals and/or groups based on the outcome of the assessment process and identified travel needs.

4.1. City Duties and Responsibilities

City shall perform the duties described in Sections 4.1.1 – 4.1.4 below, and to the extent reasonable and feasible, Contractor and/or regional transit service provider agencies shall assist.

4.1.1 Selection and Oversight of the Contractor

City shall select and enter into an agreement with Contractor for implementation of a Regional Mobility Training Program and shall provide contract oversight of the Contractor's performance.

4.1.2 Liaison with South Placer Regional Call Center, Local Jurisdictions, Agencies and Citizens Groups

City shall be responsible for outreach efforts to promote the Regional Mobility Training Program with local and regional governmental jurisdictions, agencies, and citizens groups.

4.1.3 Advertising and Promotion

City shall coordinate, design, prepare, schedule, distribute and pay for all advertising and promotional materials designed to inform the public about the Mobility Training Program. Advertising may include but is not limited to, print media, internet, television and/or radio.

4.1.4 Workspace

City shall provide and maintain a small work area to accommodate up to two contracted employees for intermittent administrative duties associated with client training.

4.2 Contractor Duties and Responsibilities

Contractor shall perform the duties described in Sections 4.2.1 – 4.2.3 below, and to the extent described above, City shall assist.

4.2.1 Staffing

Contractor shall provide a Project Manager as a point of contact for City contract management staff. The Contractor Project Manager shall be competent to oversee Contractor's professional mobility training staff, and, must meet or exceed these minimum qualifications:

- An Associate or Bachelor's degree,
- Three (3) years of supervisory experience in a mobility training environment, and,
- Three (3) years of experience working with seniors and individuals with disabilities.

Contractor shall also employ professional mobility trainers to provide training for a minimum of two (2) clients and/or groups of clients per month during the contract's first year.

4.2.2 **General Program Design & Related Components – Requirements**

Contractor shall provide all fare media, instructional design, including a written assessment/eligibility process and all necessary assessment equipment, customized written Mobility Training Plans, detailed description of the prescribed professional Mobility Training Plan, and all documentation and reporting necessary to provide a comprehensive program and to meet grant reporting requirements including but not limited to the elements described below:

- Describe the methodology for identifying customers in need of mobility training;
- A description of the *components* of a Basic or Intensive, Group or Individual training, and how the appropriate level is determined;
- Provide a description of individual and/or small group *assessments* used to determine appropriate level of mobility training as;
 - Basic Training – generally less than 10 hours in duration (excluding documentation time); or,
 - Intensive Training – generally less than 30 hours in duration (excluding documentation time);
- A written description of a customized training program;
- The methodology for cost estimates for each customer or groups of customers based on assessment(s), prior to start of training process which shall include the cost for fares;
- A description of specific goals and a timeline to achieve the desired outcomes;
- A summary of the training provided and goals achieved;
- A written schedule for follow-up with clients, quarterly, for the 1st year after training; and,
- Referrals to appropriate resources and/or social service agencies for clients who do not meet eligibility requirements for a formal Mobility Training Plan through this program.

4.2.3 **Individualized and/or Small Group Mobility Training Plans Components**

Individualized and/or small group Mobility Training Plans shall include a written plan including all of the components described in Section 4.2.2 and instruction shall include but not be limited to:

- Information about the South Placer Transit Information Call Center to book Dial-a-Ride and Paratransit trips, and as a resource for all transit related questions.
- How to read and use system maps and schedules
- How to access and use all websites related to area transit service providers
- Appropriate trip planning as it relates to time and schedules
- How to transfer between regional service providers and use of “transfers” – if applicable
- How to obtain a reduced fare identification card
- How to decide which fare to purchase and use
- How to pay fare
- How to purchase passes by phone

- How to plan round trips using the appropriate transit service provider
- Crossing streets safely and other safety related issues
- Stranger awareness
- Landmark identifications
- Hands on experience using ramps and/or kneeling features
- How to file a formal complaint/compliment
- How to know when to get off the bus
- How to let the bus driver know you want off the bus or need assistance.
- Emergency procedures
- A review of local transit service providers' Codes of Conduct
- How to locate and identify bus stops
- Expected length of training and timeline with milestones
- Final report for each individual

4.3 Contract Deliverables

The contract deliverables include, but are not limited to the following:

- A written Mobility Training Plan for each customer or group of customers per the criteria described in Sections 4.2.2 & 4.2.3;
- Trained, confident transit customers as a result of the prescribed training;
- A final report and follow-up plan for each customer or group of customers within 2 weeks of completion of training;
- A detailed invoice for services for each customer or group of customers and a report of the prior month's activities submitted to the City of Roseville Project Manager by the 7th of each month; and,
- Annual reports and recommendations summarizing customers trained, recommendations, and cost savings/effectiveness of the program.

5.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including sub-consultants or sub-contractors (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team, sub-consultant(s) or sub-contractor(s) shall not be made without the prior written approval of the City.

6.0 PROPOSAL FORMAT REQUIREMENTS

In addition to the requirements described above, each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the information specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Any additional information that a proposing Contractor wishes to include that is not specifically requested should be included in an appendix to the proposal.

Contractors are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Excessive information will not be considered favorably. Unauthorized conditions, omissions, limitations or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.

Proposers are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected.

The proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this section as specified below.

6.1 Cover Letter with the following information:

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement that the submitting Contractor will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number).

6.2 Signature Requirements

The attached Proposer's Certification (**Attachment A**) shall be executed by an official(s) legally authorized to bind the Contractor which states that the proposal is valid for ninety (90) days. Include the executed copy of the Proposer's Certification under Tab G.

Note: This is ninety (90) days following the closing date for the receipt of all proposals.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-in-Fact. If signed by the Attorney-in-Fact, there shall be attached to the proposal a Power-of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted on behalf of a Limited Liability Company ("LLC") shall be signed by the person or persons authorized to bind the LLC under the LLC's articles of organization.
- Proposals which are submitted by an Individual Doing Business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

6.3 TAB A: Firm's Qualifications

Describe your firm and provide a statement of your firm's qualifications to meet the goals of the Mobility Training Program as described in the Scope of Services. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants or sub-contractors, if any. Identify any sub-consultants or sub-contractors you

propose to utilize to supplement your firm's staff. Include the firm's organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.

6.4 TAB B: Experience and References

Provide a summary of your firm's experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm's team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, client names and contact persons' names, addresses and telephone numbers. Public sector references are preferred.

6.5 TAB C: Qualifications of Team

Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to this project, including length of service with the firm and the qualifications/experience of any sub-consultant or sub-contractor staff on your project team. A project team organizational diagram and brief resume of each team member and the designated project manager/lead for each applicable category shall be included. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants or sub-contractors shall be listed. Include sub-consultant's and sub-contractor's assigned task(s) and experience. Full resumes should be included in the appendix.

6.6 TAB D: Project Understanding

Based on the entire RFP (which must be included in TAB D of the proposal), Scope of Services, supplemental research, field observations, and experience with similar projects, provide a narrative describing your understanding of the services requested to offer a comprehensive program, your general approach and any major challenges to achieving the City's stated goals. Identify any unique approaches or strengths that your firm may have related to this project and include any issues that you believe will require special consideration for this project. City staff will assess your understanding of all aspects of the project based on this narrative.

6.7 TAB E: Project Plan

Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed timeline to identify clients and begin training and a work schedule to accomplish all of the required tasks, including quarterly reporting procedures and formats. Identify the staff who would be assigned to each task, including sub-consultants and sub-contractors.

6.8 TAB F: Cost Proposal

Provide a total cost proposal showing an hourly rate for all services to be delivered per the Scope of Work using the attached form (**Attachment C – Cost Proposal Forms – South Placer Mobility Training Program**) "Not to Exceed" \$38,500 for the first year, and "Not to Exceed" \$38,500 for a second year. Proposed costs for 3 optional additional years should be included as provided for in the Cost Proposal Form. Failure to fill in the Cost Proposal Form will disqualify the RFP.

6.9 TAB G: Required Statements/Documents

Include statements of assurance regarding the following requirements in the proposal:

- Non-substitution for the designated members of the team without approval by City staff (**Section 5.0**)
- The absence of a conflict of interest (**Section 10.4**)
- Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (**Section 10.7**). (Please note that actual certificates of insurance are not required as part of your submittal.)
- A statement that nothing contained in the submitted proposal will be proprietary. (**Section 10.21**)
- Submit following documents with proposal:
Executed copy of Proposer's Certification (**Attachment A**)

6.10 TAB H: Exceptions

Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Agreement (**Attachment B**). The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm.

6.11 TAB I: Competency of Proposers

The City wants to ensure that the successful Contractor has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain. Also, furnish a statement of financial resources demonstrating that the Contractor has the ability to maintain a staff of regular employees, sub-consultants or sub-contractors adequate to insure continuous performance of work, and demonstrating that the equipment for the work contemplated is sufficient, adequate and suitable.

6.12 Contractor shall comply with and include in their proposal all Required Federal Clauses as set forth in Attachment D.

7.0 SUBMITTAL INSTRUCTIONS

7.1 Your submittal package shall include the following:

- **One (1) original and five (5) printed copies** of your proposal; and
- **One (1) electronic copy** of your proposal in PDF format on CD, flash drive or other electronic media

7.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP title on the outside of the parcel. Complete and attach the "Sealed Proposal" label to the outside of the envelope containing your proposal.

7.3 Proposals shall be submitted ONLY to:

**City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678**

7.4 Faxed and/or emailed proposals will not be accepted.

7.5 The City shall not be responsible for proposals delivered to a person or location other than that specified herein.

7.6 Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. **No exceptions.**

7.7 The City reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

7.8 All costs associated with proposal preparation shall be borne by the proposer.

8.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

Evaluation Criteria	Maximum Points Possible
A. Qualifications and experience of firm and proposed staff/sub-consultants/sub-contractors, and references (per Sections 6.3 - 6.4)	30
B. Qualifications and experience of the project manager and team assigned to this project (per Section 6.5)	30
C. Understanding of the Project – Proposed Project Plan (per Section 6.6 – 6.7)	30
D. Proposed Cost (per Section 6.8)	10
Total Possible Points:	100

9.0 SELECTION PROCESS

- 9.1 Proposals submitted will be reviewed by a selection committee. Contractors that have submitted the best and most complete proposals may be invited to an interview. The number of Contractors invited to an interview may vary depending upon the number of proposals submitted.
- 9.2 The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the Contractor might propose.
- 9.3 A contract will be negotiated with the Contractor considered best meeting the City's need for this project. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the Contractor considered next best in meeting the City's needs for this particular project.
- 9.4 The selected Contractor will be required to execute a City prepared contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.
- 9.5 The award of any contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract.
- 9.6 The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Contractor(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 9.7 A City of Roseville business license as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award of contract.

10.0 GENERAL TERMS & CONDITIONS

- 10.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected Contractor will be required to execute an agreement prepared by the City, a sample of which is included as **Attachment B**.
- 10.2 **Independent Contractor.** At all times the Contractor shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the City. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorneys' fees), and damage of any kind related to such matters.

- 10.3 **Non-Appropriation.** The City may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 10.4 **Conflict of Interest.** The Contractor shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. Contractors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Contractor or the Contractor's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a Contractor has no conflicts of interest, a statement to that effect must be included in the proposal. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.
- 10.5 **Undue Influence.** The Contractor shall warrant via an executed Proposer's Certification (**Attachment A**) that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Contractor, or from any officer, employee or agent of the Contractor, in connection with the award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.
- 10.6 **Non-Collusion.** Contractors submitting proposals shall warrant via an executed Proposer's Certification (**Attachment A**) that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-consultants or sub-contractors.
- 10.7 **Indemnification & Insurance Requirements.** The City's standard indemnification and insurance requirements are provided in the sample contract, included in **Attachment B**. All costs of complying with the insurance requirements shall be as included in your pricing. The selected Contractor shall provide complete and valid insurance certificates within ten (10) days of the City's written request. Failure to provide the documents within the time stated may result in rejection of the Contractor's proposal. Alterations to the terms and conditions shall not be allowed.
- 10.8 **Cost of Preparing Proposal.** The City will not pay any costs incurred by any Contractor in preparing or submitting a proposal in response to this RFP.

- 10.9 **Proposals Property of the City.** All documents or materials submitted with or in conjunction with any proposal, including but not limited to electronic files, shall become the property of the City after the proposal submission deadline. No submission documents will be returned. During negotiations, the scope of services may be amended by the City and negotiated based upon ideas provided by other proposers or any other source.
- 10.10 **Proposals are Public Records.** All proposals submitted are subject to the public disclosure requirements under the laws of the State of California, unless the City identifies and exercises a right or obligation to exempt any record from public disclosure. However, proposals will not be disclosed until negotiations are complete and a recommendation for selection and award is made.
- 10.11 **Rejection of RFP.** The City reserves the right to reject any or all proposals, to waive defects or irregularities in any proposal or in the RFP process, and to offer to negotiate or contract with any Contractor in response to any RFP. This RFP does not constitute any form of offer to contract.
- 10.12 **Multiple Award.** The City reserves the right to award the contract to multiple contractors when applicable
- 10.13 **Increasing/Decreasing Portions of RFP.** The City reserves the right to increase or decrease the amount of any portions of the work represented in the RFP and/or to omit portions of said work, as may be deemed necessary by the City.
- 10.14 **Rejection as Non-Responsive.** Proposals may be rejected as non-responsive at the City's sole discretion if there are alterations of form, the proposal is conditional or the proposal is incomplete.
- 10.15 **Modifying RFP.** The City reserves the right to modify any portion of, or to postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason.
- 10.16 **If no proposal is accepted,** the City may elect to have the services performed in some other manner.
- 10.17 **Rejecting Team Members, Firms or Sub-contractors.** The City reserves the right to reject individual team members, firms, sub-consultants or sub-contractors and request substitution prior to contract award.
- 10.18 **Local Business, Small Business, Minority and Women Owned Business.** The City highly encourages submission of proposals by local businesses, by small business owners, and by minority and women-owned businesses.
- 10.19 **Withdrawal of Proposals.** Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer delivered to the City Clerk's Office. Proposals submitted will become property of the City after the proposal submission deadline.

Proposals may not be withdrawn for ninety (90) days after the due date unless the City enters into a contract with another Contractor prior to the expiration of that ninety (90) day period.

- 10.20 **Electronic Transmittals.** No electronic mail, telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.
- 10.21 **Proposal Postponement and Amendment.** The City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this RFP through the City's web site. Copies of such amendments shall be furnished to all prospective proposers. Prospective proposers are defined as those proposers who have registered and are on the City's RFP list for this material/service. If revisions and amendments require changes in quantities, prices or scope of services, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proposers to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney's Office, on the City supplied addendum form will be rejected as non-responsive. Any revisions or amendments to the RFP will become incorporated into any contract awarded pursuant to the RFP.
- 10.22 **Proprietary Information.** Proposers submitting a proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. However, if a proposer desires to claim a privilege against public disclosure for a trade secret or other proprietary information, such information must be submitted with the proposal in a separate envelope marked "confidential." The City Attorney's Office will determine if the information is in fact proprietary, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Contractor shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "confidential" portion of the proposal.
- 10.23 **Right to Request Additional Information.** During the evaluation process, the City reserves the right, where it may serve the best interests of the City, to request additional information and clarifications from proposers. Such information will be requested in writing to the specific proposer. This information will become a part of the original proposal submitted by the specific proposer and will be used by the City in evaluating the proposal and will not be shared with other proposers during the evaluation and negotiation process.
- 10.24 **Modification of Proposals.** Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.
- 10.25 **Examination of Contract Documents.** Each proposer shall thoroughly examine and be familiar with the terms of this RFP, the sample contract attached as **Attachment B**, legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the contract documents. Submission of a proposal shall constitute acknowledgement, upon which the City may rely, that the proposer has thoroughly examined and is familiar with the contract documents. Failure or neglect of a proposer to

receive or examine any of the contract documents shall in no way relieve the proposer of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon lack of knowledge of any contract document.

- 10.26 **Non-Discrimination.** The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that the City's contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, medical condition, and all other categories protected by law. Upon acceptance of a proposal, the City may request that the selected Contractor sign a statement affirming its compliance with this policy.
- 10.27 **No Assignment or Modifications.** This awarded contract is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein Contractor shall not assign, transfer, subcontract, or otherwise substitute its interest in the agreement or any of its obligations herein without the written consent of the City. The Agreement may be modified only by a written amendment signed by the parties.
- 10.28 **Bankruptcy.** Upon filing for any bankruptcy or insolvency proceeding whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the City immediately. Upon learning the actions herein identified, the City reserves the right, at its sole discretion, to cancel the contract.
- 10.29 **Bonds.** The successful Contractor will be required to provide a **100% Faithful Performance Bond.**

11.0 **Protests.**

(a) Protest Requirements

(1) Any proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest with the City Clerk's office. The protest must be received in writing by the City Clerk's office within seven (7) calendar days after such aggrieved proposer 1) knows or should have known of the facts giving rise thereto or 2) the date of the notice of intent to award, whichever is sooner. In no event shall a protest be allowed after an award has been made by City Council. If the seventh calendar day falls on a weekend or City holiday, the protesting party may submit the protest prior to close of business on the first business day following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest.

(b) Grounds for Protest

- (1) The alleged grounds for protest shall be limited to the following: (a) computation errors, (b) violations of local, state, or federal law, or (c) the City failed to follow the procedures specified in this Policy.
- (2) The protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

(c) Administrative Review

Upon receipt of the protest and after determining the protest was properly filed, the Department Director shall provide a copy of the protest to other proposers who might become aggrieved as a result of the protest and issue a written decision within fourteen (14) calendar days after receipt of the protest.

The protest will be evaluated by the Department Director, the City Attorney's Office, and the Purchasing Manager. The protesting proposer shall promptly provide any information requested by City staff as part of such investigation. The decision shall either deny or uphold the protest and include reasons for the decision. The written decision shall be final.

(d) Stay of Action During a Protest

In the event a protest is filed under Section 10.11, the City shall not proceed further with the award of the contract until the protest is resolved, unless: (1) The Director of Central Services makes a determination that the award of the contract without delay is necessary to protect a substantial interest of the City, or (2) The City decides to reject all proposals and issue a new RFP.

e) Caltrans

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies made available to him at the City of Roseville level, an interested party may protest to the California Department of Transportation (Caltrans) the award of a contract pursuant to an FTA grant. The deadline for submitting protests to Caltrans prior to proposal opening is 3:00 pm, PST, April 4, 2016. The deadline for submitting protests to Caltrans after announcement of award is 5:00 pm PST, May 16, 2016.

Caltrans review of any protest will be limited to:

1. Violations of Federal law or regulations. Violations of State or local law shall be under the jurisdiction of State or local authorities.
2. Violation of City of Roseville protest procedures or City of Roseville's failure to review a complaint or protest.

The protest filed with Caltrans shall:

1. Include the name and address of the protester.
2. Identify City of Roseville as the party responsible for the RFP process.
3. Contain a statement of the grounds for protest and any supporting documentation. (The grounds for protest filed with Caltrans must be fully supported to the extent feasible. Additional materials in support of an initial protest will only be considered if authorized by the FTA regulations.)
4. Include a copy of the protest filed with City of Roseville, and a copy of City of Roseville decision, if any.
5. Indicate the ruling or relief desired from Caltrans.

Such protests should be sent to:

California Department of Transportation
Division of Mass Transportation
PO BOX 942874-M.S. 39
Sacramento, CA 942874-0001

At the same time, copy of such protests should also be sent to the Transportation Manager, Mike Wixon, 401 Vernon Street, Roseville, CA 95678.

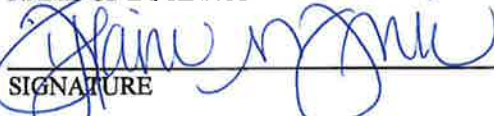
ATTACHMENT "A" - PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Paratransit, Inc.
NAME OF BUSINESS


SIGNATURE

Tiffani Funk - Deputy Executive Director
NAME & TITLE, TYPED OR PRINTED

P.O. Box 231100 Sacramento, Ca. 95823-0401
MAILING ADDRESS

916-429-2009 Ext 7392
TELEPHONE NUMBER

tiffanif@paratransit.org
EMAIL

Type of Organization:

☐ Sole Proprietorship ☒ Corporation ☐ State of Incorporation

☐ Partnership ☐ Limited Liability Company

ATTACHMENT "B" - SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT

Project: _____

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

WITNESSETH:

WHEREAS, CITY desires professional services consisting of _____; and

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of City, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed _____ dollars (\$_____).

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

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

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

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

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

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

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

Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the

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

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

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

16. Attorney's Fees; Venue; Governing Law. If either party commences any legal

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

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

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

19. 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

CONSULTANT

Paratransit, Inc.
P.O. Box 231100
Sacramento, Ca 95823-0401

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

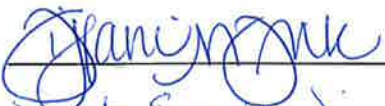
20. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _____

ROB JENSEN
City Manager

BY: 

its: Deputy Executive Director

ATTEST:

and

BY: 

its: Assistant Secretary to
the Board

BY: _____

SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

ATTACHMENT "C"
COST PROPOSAL FORMS
SOUTH PLACER MOBILITY TRAINING PROGRAM

Firm Fixed Price Proposal Form I.a.

	Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5
A. Fixed Hourly Rate					
B. Number of Hours per Month					
C. Firm Fixed Price (A x B = C, Annual FFP)	Not to Exceed \$38,500	Not to Exceed \$38,500			

Fixed Hourly Rate Cost Elements – Form I.b.

Fixed Hourly Rate Cost Elements	Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5
% Project Manager Salary					
% Project Manager Fringes					
% Travel Trainer Wages					
% Travel Trainer Fringes					
% Cell Phone, Laptop, Other Equipment					
% Bus Fares					
Other (describe – add lines if necessary)					
Total Fixed Hourly Rate (Equal to Line A from Form I.a.)					

ATTACHMENT “D” – FEDERAL REQUIREMENTS

6. Energy Conservation Requirements

**42 U.S.C. 6321 et seq.
49 CFR Part 18**

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

10. Lobbying

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language

- Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.
Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]
- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)
- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.
Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.
- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

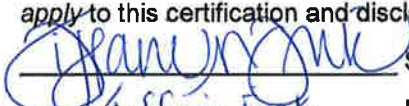
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.


Tiffani Fink
Deputy Executive Director

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date 8/10/16

11. Access to Records and Reports

**49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17**

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Contract	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I. State Grantees	a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
	b. Contracts above \$100,000/ Capital Projects	None unless ¹ non-competitive award	Those imposed on state pass thru to Contractor	Yes, if non-competitive award or if funded thru ² 5307/5309/ 5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
II. Non State Grantees	a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
	b. Contracts above \$100,000/ Capital Projects	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes

Sources of Authority: 49 USC 5325 (a) 49 CFR 633.17 18 CFR 18.36 (i)

12. Federal Changes

49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

19. No Government Obligation to Third Parties

Applicability to Contracts

Applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language

While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. Program Fraud and False or Fraudulent Statements and Related Acts

**31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307**

Applicability to Contracts

These requirements are applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. Termination
49 U.S.C. Part 18
FTA Circular 4220.1E

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

- a. **Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. **Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. **Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

- h. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

- i. **Termination for Convenience or Default (Architect and Engineering)** The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- j. **Termination for Convenience or Default (Cost-Type Contracts)** The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

22. Government-Wide Debarment and Suspension (Nonprocurement)

49 CFR Part 29 Executive Order 12549

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **{insert agency name}**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **{insert agency name}**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. Privacy Act

5 U.S.C. 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. Civil Rights Requirements

**29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.**

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shorten the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
 - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

27. Transit Employee Protective Agreements

**49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215**

Applicability to Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

These provisions are applicable to all contracts and subcontracts at every tier.

Model Clause/Language

Since no mandatory language is specified, FTA had developed the following language.

Transit Employee Protective Provisions.

1. The Contractor agrees to comply with applicable transit employee protective requirements as follows:
 - a. *General Transit Employee Protective Requirements* - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
 - b. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities* - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor

to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

- c. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas* - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
2. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

28. Disadvantaged Business Enterprise (DBE)

49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **6.7%**. A separate contract goal has not been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City of Roseville deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Roseville. In addition, **the contractor may not hold retainage from its subcontractors.**
- d. The contractor must promptly notify City of Roseville, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same

amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City of Roseville.

30. Incorporation of Federal Transit Administration (FTA) Terms

FTA Circular 4220.1E

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

31. Drug and Alcohol Testing

**49 U.S.C. §5331
49 CFR Parts 653 and 654**

Applicability to Contracts

The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down Requirements

Anyone who performs a safety-sensitive function for the recipient or sub recipient is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

Model Clause/Language

Introduction

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually sub recipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its sub recipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its sub recipients and contractors comply with the rules.

Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Explanation of Model Contract Clauses

Under Option 1, the recipient ensures the contractor's compliance with the rules by requiring the contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 CFR 653 and 654. The disadvantage is that the recipient, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option only for those recipients which have a testing program for their employees, and can add the contractor's safety-sensitive employees to that program.

Under Option 2, the recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 CFR 653 and 654, but retains the ability to monitor the contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that without adequate monitoring of the contractor's program, the recipient may find itself out of compliance with the rules.

Under option 3, the recipient specifies some or all of the specific features of a contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.

Drug and Alcohol Testing Option 1

The contractor agrees to:

(a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.

Drug and Alcohol Testing Option 2

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Drug and Alcohol Testing Option 3

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process.

The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

SEALED PROPOSAL STAMP

SEALED PROPOSAL



**IMPORTANT
NOTICE TO
PROPOSER**

The envelope containing your proposal **MUST** have:
1. Your name and address in the **UPPER** left corner.
2. This label on the **LOWER** left corner.

RFP NAME _____

PROPOSAL DUE DATE _____

PROPOSAL DUE TIME _____

_____ A.M. _____ P.M.
PROPOSAL FOR _____

**TIME SENSITIVE. DELIVER TO
CITY CLERK IMMEDIATELY.**

EXHIBIT “B”

ATTACHMENT "C"
COST PROPOSAL FORMS
SOUTH PLACER MOBILITY TRAINING PROGRAM

Firm Fixed Price Proposal Form I.a.

	Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5
A. Fixed Hourly Rate	\$53.47	\$53.47	\$55.60	\$57.27	\$58.98
B. Number of Hours per Month	60	60	60	60	60
C. Firm Fixed Price (A x B = C, Annual FFP)	Not to Exceed \$38,500	Not to Exceed \$38,500	\$40,032	\$41,223	\$42,466

Fixed Hourly Rate Cost Elements – Form I.b.

Fixed Hourly Rate Cost Elements	Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5
7% Project Manager Salary	\$2.51	\$2.51	\$2.61	\$2.69	\$2.77
7% Project Manager Fringes	\$1.35	\$1.35	\$1.40	\$1.44	\$1.48
% Travel Trainer Wages 100	\$16.43	\$16.43	\$17.09	\$17.60	\$18.13
% Travel Trainer Fringes 100	\$14.35	\$14.35	\$14.92	\$15.37	\$15.83
% Cell Phone & Equipment 0	\$0	\$0	\$0	\$0	\$0
% Bus Fares 100	\$1.67	\$1.67	\$1.74	\$1.79	\$1.84
Other (describe – add lines if necessary) Mileage/ Admin	\$9.62/ \$7.54	\$9.62/ \$7.54	\$10.00/ \$ 7.84	\$10.30/ \$ 8.08	\$10.61/ \$8.32
Total Fixed Hourly Rate (Equal to Line A from Form I.a.)	\$53.47	\$53.47	\$55.60	\$57.27	\$58.98

EXHIBIT "C"

1. Fly America Requirements

49 U.S.C. §40118

41 CFR Part 301-10

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language

The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. Buy America Requirements

49 U.S.C. 5323(j)

49 CFR Part 661

Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

Mandatory Clause/Language

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date 8-10-16

Signature [Handwritten Signature]

Company Name Paratransit, Inc.

Title Deputy Executive Director

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

7. Clean Water Requirements

33 U.S.C. 1251

Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

14. CLEAN AIR

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flow Down

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

Model Clauses/Language

No specific language is required. FTA has proposed the following language.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed

17. Contract Work Hours and Safety Standards Act

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

Clause Language

Contract Work Hours and Safety Standards

Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety

25. Breaches and Dispute Resolution

49 CFR Part 18

FTA Circular 4220.1E

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the

Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

26. Patent and Rights in Data

37 CFR Part 401

49 CFR Parts 18 and 19

Applicability to Contracts

Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

Model Clause/Language

The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA's purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under that contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.



COUNCIL COMMUNICATION

CC #: 7993

File #: 0214

Title: Grant Application for the California Natural Resource Agency Urban Rivers Grant Program

Contact: Matt Ocko (916) 774-5738 mocko@roseville.ca.us
Delyn Ellison-Lloyd (916) 746-1748 dellison-lloyd@roseville.ca.us

Meeting Date: 9/21/2016

Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving the submittal of a \$781,000 California Natural Resource Agency Urban Rivers Grant application; and also authorize the City Manager or designee to sign all grant related documentation. Additionally, staff recommends providing Council approval for the City Manager or designee to apply for and sign grant documentation for a period not to exceed 2 years per the grant guidelines for any future California Natural Resource Agency Urban Rivers Grant funding cycles.

BACKGROUND

The California Natural Resource Agency is offering two subsequent grant funding cycles through its Urban Rivers Grant Program (URGP) awarding over \$18 million in grant funding. The URGPs target sustainable urban river restoration projects that enhance stormwater quality.

This project would focus on creating diverse instream habitat, backwater ponding areas, stabilizing stream banks, and incorporating three stormwater bio swales using natural processes to improve habitat function and water quality. The section of Dry Creek subject to this grant proposal runs through Royer and Saugstad Parks between Lincoln Street and Darling Boulevard a distance slightly over 1 mile. This area is surrounded by disadvantaged communities which are in need of outdoor environmental education, improved natural systems, and welcoming outdoor recreational venues.

This area is of utmost importance to the City's proposed improvement projects in the current Downtown Specific Plan. The URGPs would provide restoration funding for areas not covered under the mitigation requirements for the bridge relocation projects.

The City of Roseville has developed this project engineering oversight and environmental expertise from Stantec Inc. and local non-profits for several years. Staff recognizes the URGPs as a perfect opportunity to accomplish this highly beneficial project. Through consultation with Stantec Inc. we have developed a preliminary plan and budget and are requesting \$781,000

through the URGP to fund construction, permitting, development, education materials, and supplies to complete this project.

FISCAL IMPACT

There is no direct fiscal impact to the general fund, the California Natural Resource Agency Urban River Grant Program does not require any matching funds. The potential loss of \$781,000 in state grant funds for the City of Roseville, if the attached resolution is not adopted by Council.

ECONOMIC DEVELOPMENT / JOBS CREATED

Contractors will need to be hired to design and create the associated environmental restoration features within Royer and Saugstad Parks. This project will increase the aesthetics of both Royer and Saugstad Parks drawing more tourism to the downtown core when completed.

ENVIRONMENTAL REVIEW

Due to the location and environmental alterations within this project an environmental review process will be needed. Documentation of California Environmental Quality Act (CEQA) review, California Department of Fish & Wildlife code 1600 streambed alteration permit, as well as 401 & 404 permits with the Army Corps of Engineers. The costs associated with the application, review, and permitting process have been incorporated into the grant application.

Respectfully Submitted,

Matt Ocko, Environmental Compliance Specialist

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-413

Project Summary - Concept Paper

RESOLUTION NO. 16-413

APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE CALIFORNIA URBAN RIVERS GRANT PROGRAM UNDER THE WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014 (Proposition 1)

WHEREAS, the Legislature and Governor of the State of California have provided Funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the State of California to carry out the Project

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville

1. Approves the filing of an application for the Urban Rivers Grant Program; and
2. Certifies that Applicant understands the assurances and certification in the application; and,
3. Certifies that Applicant or title holder will have sufficient Funds to operate and maintain the Project(s) consistent with the land tenure requirements; or will secure the resources to do so; and,
4. Certifies that it will comply with all provisions of Section 1771.5 of the California Labor Code; and,
5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, the *California Environmental Quality Act* (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, and, that prior to commencement of construction, all applicable permits will have been obtained; and,
6. Certifies that applicant will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1, and
7. Appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment

requests and so on, which may be necessary for the completion of the aforementioned Project(s).

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/CERTIFY:

City Clerk

One-Page Project Summary

Prop 1 Urban Rivers Grant Program

Royer/Saugstad Park – Dry Creek Restoration

Both Royer and Saugstad Parks (190 Park Dr & 100 Buljan Dr, Roseville, CA 95678) are located within the urban core of Roseville, California and have a large section of Dry Creek flowing through it. This location is central to many of the outdoor recreational opportunities for downtown Roseville residents as well as a riparian corridor that provides spawning for salmonids and access to upstream habitat.

Community groups such as Dry Creek Conservancy, Trout Unlimited, and Roseville's Urban Forest Foundation are all strong and willing local non-profit partners ready to participate in this restoration project. These local non-profits have strong historic ties to this area as does the rest of the surrounding community as it is part of the downtown hub for the City of Roseville.

This project would focus on creating diverse instream habitat, backwater ponding areas, stabilizing stream banks, and incorporating three stormwater bio swales using natural processes to improve habitat function and water quality. The section of Dry Creek subject to this grant proposal runs through Royer and Saugstad Parks between Lincoln Street and Darling Boulevard a distance slightly over 1 mile. This area is surrounded by disadvantaged communities which are in need of outdoor environmental education, improved natural systems, and more welcoming outdoor recreational venues.

This area is of utmost importance to the City's proposed improvement projects in the current Downtown Specific Plan. The City has obtained funding to relocate several pedestrian bridges that provide connection between downtown Roseville and these parks. A main aerial of the City's bike trail also runs through these parks. The Urban Rivers grant would provide restoration funding for areas not covered under the mitigation requirements of bridge relocations. Enhancing the natural habitat of this transportation corridor would serve to reduce car trips by improving the continuity and appeal of local bike trails while protecting the natural environment surrounding them.

The City of Roseville has an active working relationship with Stantec Inc. this project has been under development between Stantec, the City of Roseville, and local non-profits for several years and we see the Urban Rivers Grant program as a perfect opportunity to accomplish this highly beneficial project. Through consultation with Stantec Inc. we have developed a preliminary plan and budget and are requesting \$781,000 to fund construction, permitting, development, education materials, and supplies to complete this project.

Due to the high visibility of this project we hope it will serve as an example of the possibilities for urban creeks and how to improve water quality and system functions while improving the community into the future.



COUNCIL COMMUNICATION

CC #: 7991
File #: 0600-04

Title: Adjusting Employer Contribution and Rescinding Health Benefit Vesting
Contact: Lisa Achen (916) 774-5205 lachen@roseville.ca.us

Meeting Date: 9/21/2016
Item #: 7.16.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council adopt the attached resolutions to CalPERS authorizing the City to 1) discontinue providing a percentage of employer contribution payable for postemployment health benefits subject to vesting; and 2) adjust the employer contribution for each employee or annuitant to be the amount necessary to pay the full cost of his/her enrollment, up to a maximum of the Public Employees' Medical and Hospital Care Act (PEMHCA) Minimum plus administrative fees and contingency reserve fund assessments. These resolutions will cover the International Brotherhood of Electrical Workers (IBEW), International Union of Operating Engineers, Local 39 (LO39), Management/Confidential (Mgmt/Conf), Roseville Firefighters Association (RFF), Roseville Police Association (RPA), Roseville Police Officers Association (RPOA), units as well as those covered under CCAP.

BACKGROUND

In an effort to reduce long-term unfunded liabilities, the City has taken a series of steps to ensure postemployment benefits were maintained for its retirees. In as early as 2004, the city began modifying its postemployment retiree health benefit structures by establishing a Tier 2 option which provided employer contributions based on a vesting schedule. Another strategy to secure funding long term was via Resolution 11-40 passed by Council on January 11, 2011 and approved the establishment of an OPEB (Other Post Employment Benefits) Trust.

A Tier 3 (Tier 4 for RFF) structure was designed beginning in 2014 to further reduce the City's long term postemployment benefit liabilities. Employees covered by Tier 3 (Tier 4 for RFF) are provided a Retirement Health Savings (RHS) account in lieu of the city contribution method provided to Tier 1 and Tier 2 retirees.

Regardless of tier, the City is obligated to make an employer contribution for each employee or annuitant that is receiving medical benefits through CalPERS. Section 22892 of the Public Employees' Retirement Law (PERL) identifies the various ways an employer contribution can be made. The City is currently under contractual agreement with CalPERS under the equal contribution method. This means that retirees receive the same city contribution towards medical coverage as active employees receive in their cafeteria plan.

In order to prepare for employees retiring under the Tier 3 (Tier 4 for RFF) structure, a contractual agreement with CalPERS must be changed to reflect the employer contribution for each employee or annuitant to be the amount necessary to pay the full cost of his/her enrollment, up to a maximum of the Public Employees' Medical and Hospital Care Act (PEMHCA) Minimum plus administrative fees and contingency reserve fund assessments. The PEMHCA Minimum for 2017 is \$128 and will adjust as stipulated in Section 22892(b) of the PERL. Each MOU has been negotiated to reflect this change and the language agreed to is as follows:

The City's maximum monthly medical contribution for each eligible active employee shall be equal to the minimum employer contribution required under the Public Employees' Medical and Hospital Care Act (PEMHCA).

This change with CalPERS does not impact the amount of city contribution towards current or future Tier 1 or Tier 2 retirees.

Attached are resolutions the City must submit to CalPERS rescinding the health benefit vesting under Section 22893 of the Public Employees' Medical and Hospital Care Act with respect to a recognized employee organization; and adjusting the employer contribution at an equal amount for employees and annuitants under the PEMHCA.

FISCAL IMPACT

No immediate fiscal impact; however, the City will recognize long-term financial stability with regards to retiree medical insurance costs.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created by this action.

ENVIRONMENTAL REVIEW

Adoption of this ordinance is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Lisa Achen, Assistant Human Resources Director

Gayle Satchwell, Human Resources Director

A handwritten signature in blue ink, appearing to be 'M. Satchwell', with a long horizontal flourish extending to the right.

Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-411

Resolution No. 16-412

RESOLUTION NO. 16-411

ELECTING TO RESCIND HEALTH BENEFIT VESTING UNDER SECTION 22893
OF THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION

WHEREAS, the City of Roseville is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of:

- 001 Firefighters Association,
- 002 IUOE Local 39,
- 003 Police Association,
- 004 Police Officers Association,
- 005 Management/Confidential,
- 006 International Brotherhood of Electrical Workers; and,

WHEREAS, the City of Roseville is a contracting agency has filed a resolution with the Board of the California Public Employees' Retirement System to provide a postretirement health benefits vesting requirement to employees who retire for service in accordance with Government Code Section 22893; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Roseville elects to rescind postretirement health benefits vesting requirements; and

BE IT FURTHER RESOLVED, the following employees will no longer be subject to vesting:

City of Roseville employees first hired on or after March 1, 2004 which are members of:

- 001 Firefighters Association,
- 003 Police Association,
- 006 International Brotherhood of Electrical Workers; and

City of Roseville employees first hired on or after March 1, 2005 which are members of:

- 005 Management/Confidential, and

City of Roseville employees first hired on or after April 1, 2005 which are members of:

- 002 IUOE Local 39,
- 004 Police Officers Association.

BE IT FURTHER RESOLVED, that the City of Roseville has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and

BE IT FURTHER RESOLVED, that the participation of the employees and annuitants of City of Roseville shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental

plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that City of Roseville would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, the California Public Employees' Retirement System may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and

BE IT FURTHER RESOLVED, that the executive body appoint and direct, and it does hereby appoint and direct, the Human Resources Director to file with the Board a verified copy of this resolution, and to perform on behalf of City of Roseville all functions required of it under the Act; and

BE IT FURTHER RESOLVED, that coverage under the Act be effective on January 1, 2017.

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

RESOLUTION NO. 16-412

ADJUSTING THE EMPLOYER'S FIXED CONTRIBUTION AT AN EQUAL AMOUNT FOR
EMPLOYEES AND ANNUITANTS
UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

WHEREAS, the City of Roseville is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

NOW, THEREFORE, BE IT RESOLVED, that the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of the **PEMHCA Minimum** for the members of:

- 001 Firefighters Association;
- 002 IUOE Local 39;
- 003 Police Association;
- 004 Police Officers Association;
- 005 Management/Confidential;
- 006 International Brotherhood of Electrical Workers,

Plus administrative fees and Contingency Reserve Fund assessments; and

BE IT FURTHER RESOLVED that the City of Roseville has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and

BE IT FURTHER RESOLVED that the participation of the employees and annuitants of the City of Roseville shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that City of Roseville would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and

BE IT FURTHER RESOLVED, that the executive body appoint and direct, and it does hereby appoint and direct, the Human Resources Director to file with the Board a verified copy

of this resolution, and to perform on behalf of City of Roseville all functions required of it under the Act; and

BE IT FURTHER RESOLVED, that coverage under the Act be effective on January 1, 2017.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 7973
File #: 0800-01

Title: Compressed Natural Gas Facility Master Plan - Professional Services Agreement
Contact: Dan Allen (916) 774-5741 dallen@roseville.ca.us

Meeting Date: 9/21/2016
Item #: 7.17.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the City Manager to sign the professional service agreement with Calpo, Hom & Dong to perform an assessment of the section of the Vehicle Maintenance Building for the maintenance of compressed natural gas (CNG) vehicles and the assessment of the existing CNG fueling station. Total value of this agreement shall not exceed \$28,575.00. Funding is included in the Solid Waste FY2016-17 budgets.

BACKGROUND

The purpose of the assessment of the Vehicle Maintenance building is to identify required improvements and the cost associated with those improvements to make the building compliant to current codes and regulations for the maintenance of CNG vehicles. The purpose for the assessment of the CNG fueling station is to identify needed upgrades and the cost to improve the current CNG infrastructure to accommodate future needs of the Solid Waste Department as it converts its fleet to natural gas, a cheaper and potential local renewable fuel.

FISCAL IMPACT

Total value of this agreement with Calpo, Hom & Dong shall not exceed \$28,575.00. Funding is included in the Solid Waste FY2016-17 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Implementation of the assessment of the section of the Vehicle Maintenance

Building for CNG vehicles and the assessment of the existing CNG station does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Dan Allen, Facility Manager

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-399

Professional Service Agreement with CH&D

RESOLUTION NO. 16-399

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE
CITY OF ROSEVILLE AND CALPO HOM & DONG, INC., AND AUTHORIZING THE
CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a professional services agreement regarding the Roseville CNG Facility Master Plan Report, by and between the City of Roseville and Calpo Hom & Dong, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Roseville CNG Facility Master Plan Report

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and Calpo Hom &
Dong Architects, Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of assessment of the existing
CNG fueling station and assessment of the vehicle maintenance building for CNG vehicles; and

WHEREAS, CONSULTANT has prepared a proposal dated July 20, 2016, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

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

EXHIBIT "A." Total compensation shall not exceed twenty-eight thousand, five hundred seventy-five dollars (\$28,575).

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

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

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

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

COVERAGE

LIMITS OF LIABILITY

Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the

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

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

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

19. 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

Paul Diefenbach, Central Services Director
Central Services
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Dennis Dong
Calpo Hom & Dong Architects, Inc.
2120 20th Street, Suite One
Sacramento, CA 95818

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

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk

under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

CALPO HOM & DONG ARCHITECTS,
INC., a California corporation

BY: _____
ROB JENSEN
City Manager

BY: _____
its: Vice President

and

ATTEST:

BY: _____
its: SECRETARY

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

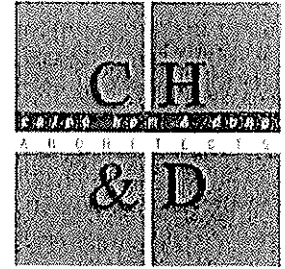
APPROVED AS TO SUBSTANCE:

BY: _____
PAUL DIEFENBACH
Central Services Director

EXHIBIT “A”

July 20, 2016

Mr. Dan Allen
Building Maintenance Supervisor
City of Roseville Central Services
2005 Hilltop Circle
Roseville, CA 95747



Project : Roseville CNG Facility Master Plan Report
Roseville Corporation Yard

Subject : Roseville CNG Facility Master Plan Report REVISED Fee Proposal

Dan :

Calpo Hom & Dong Architects (CH&D), is pleased to resubmit our fee proposal for the research, recommendations, and documentation of the **Roseville CNG Facility Master Plan Report**. The current Scope of Work has been revised to address only the Maintenance Building Assessment for CNG vehicles and assessment of the existing CNG station. Task B, Recommendations for CNG Fueling Expansion, has been removed from the current Scope of Work.

Due to the complexities and specific requirements for the assessment of CNG Fueling Facilities and Maintenance Facilities, I have enlisted and retained the services of Raymundo Engineering Co., Inc., a Multi-Discipline Engineering Firm, headquartered in Walnut Creek, California, and specializing in Natural Gas Facilities. A Resume of their capabilities and services can be found on their website, www.raymundo.com. I asked Raymundo Engineering to review the new Scope of Work, and adjust their prior proposal, which was prepared in May, 2015, to their current rates.

As previously discussed the Master Plan Report will review three areas:

- Existing CNG Fueling Station
- Maintenance Building Assessment for CNG Vehicles

The work will involve three tasks:

- Task A Perform Assessment of Existing CNG Fueling Station
- Task C Prepare Maintenance Building Assessment for CNG Vehicles
- Task D Prepare Draft and Final Narratives

The Scope of Work will include the following :

Task A Perform Assessment of Existing CNG Fueling Station

The purpose of this task is to meet with the City to verify the goals, CNG fueling requirements, and the existing onsite conditions of the CNG fueling station at the City Corporation Yard.

The existing CNG fueling equipment shall be assessed including the following parameters:

- Expandability
- Remaining useful life

Task C Prepare Maintenance Building Assessment for CNG Vehicles

Perform an assessment of the Vehicle Maintenance Building to safely accommodate CNG vehicles. Assessment shall include a review of applicable codes, recommended facility upgrades, and a budgetary construction cost opinion for the upgrades. Preparation of construction cost opinions is based on previous project experience and does not represent a guaranteed maximum price. A review will be conducted on the available record documentation followed by a field visit to review building conditions.

The assessment shall address the following issues:

- Applicable code requirements
- Sequence of operation for methane gas alarm response
- Methane gas detection system
- Electrical hazardous area classification
- Shutdown of non-essential electrical circuits
- Separation of the CNG repair area from other occupancies
- Safe operating guidelines for bringing CNG vehicles indoors
- Budgetary construction cost opinion for CNG maintenance building upgrades

Task D Prepare Draft and Final Narratives

The purpose of this task is to prepare draft and final narratives presenting findings and recommendations based on the data and analyses performed in Tasks A and C. Recommendations shall be provided based on the findings from Tasks A and C. It is intended that the draft and final narratives will be incorporated into the Client's Master Plan Report.

Work Excluded includes the following.

1. All Governmental Agency fees, including, but not limited to, Plan Check Fees, Permits, Inspections, Connection Fees, etc.
2. Any additional topographic and survey work needed to verify and confirm existing site conditions.
3. Geotechnical Reports.
4. Hazardous Material Reports.

Our fee for the **Roseville CNG Facility Master Plan Report** is a flat fee, broken into the three Tasks:

Task A Perform Assessment of Existing CNG Fueling Station

- A1: Attend Project Kick-off Meeting
- A2: Review Onsite Conditions at Existing CNG Fueling Station
- A3: Perform assessment of existing CNG Equipment, including Expandability and Remaining Useful Life.

Task A Subtotal: \$ 5,510.00

Mr. Dan Allen
City of Roseville
Roseville CNG Facility Master Plan Report
July 20, 2016 – pg. 3

Task C Prepare Maintenance Building Assessment for CNG Vehicles

- C1: Review Onsite Conditions at Existing Vehicle Maintenance Facility
- C2: Prepare Code Analysis
- C3: Develop Recommendations for Building Upgrades
- C4: Prepare Cost Opinion for Methane Detection System
- C5: Prepare Cost Opinion for Building Upgrades

Task C Subtotal: \$18,265.00

Task D Prepare Draft and Final Narratives

- D1: Prepare Draft Narrative
- D2: Prepare Final Narrative

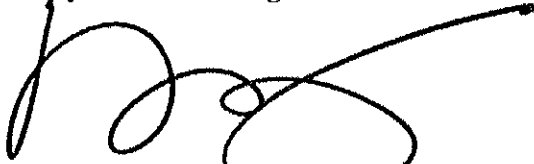
Task D Subtotal: \$ 4,800.00

TOTAL FEE, Tasks A, C, & D: \$ 28,575.00

Reimbursable expenses, such as printing and reproduction of documents, long distance telephone calls, telegrams, or messenger services, and fees paid for securing permits/approvals, are additionally charged at 1.15 times cost. Back-up documentation for invoices will be provided upon request.

Please call me personally if you have any questions.

Sincerely,
Calpo Hom & Dong Architects

A handwritten signature in black ink, appearing to be 'Dennis Dong', with a long horizontal stroke extending to the right.

Dennis Dong, AIA, CSI, FARA



COUNCIL COMMUNICATION

CC #: 7969
File #: 0504-01

Title: 2016 City-Wide Records Retention Schedule Update
Contact: Gretchen Hakala (916) 774-5325 ghakala@roseville.ca.us

Meeting Date: 9/21/2016
Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt the attached Resolution approving the 2016 Citywide Records Retention Schedule.

BACKGROUND

California Government Code Section 34090 provides that certain City records, instruments or documents may be destroyed with the approval of the City Council by Resolution and written consent of the City Attorney.

In September 2015 the City Council adopted the current Citywide Records Retention Schedule ("CRRS"). The CRRS has remained, essentially, in its current form for many years. The proposed CRRS has been significantly updated based on outreach and discussions with various City departments. Changes include improved identification of types of records and changes in how some records are now processed, eliminating redundancy and clerical errors. In addition to substantive updating, we have modified the format of the CRRS to include three new columns, which help clarify the records listed within each division of the City, and identify any statutory authority behind the retention.

FISCAL IMPACT

Establishing a records retention schedule which allows for the destruction of specified types of documents after a certain period of time will likely result in unspecified reductions to document storage and retrieval costs.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The Citywide Retention Schedule project is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Gretchen Hakala, Paralegal

Robert Schmitt, City Attorney



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-397

2016 Retention Schedule

2016 Retention Schedule - Final

RESOLUTION NO. 16-397

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE REPEALING
RESOLUTION 15-431, AND ESTABLISHING A
2016 CITY-WIDE RECORDS RETENTION SCHEDULE

WHEREAS, Government Code Section 34090 provides that certain City records, documents, or instruments may be destroyed with the approval of the City Council by resolution and with the written consent of the City Attorney; and

WHEREAS, staff desires to update the current Citywide Records Retention Schedule; and

WHEREAS, the City Council has reviewed the revised Citywide Records Retention Schedule,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that resolution 15-431 is hereby repealed.

BE IT FURTHER RESOLVED that the City Council hereby adopts the revised 2016 Citywide Records Retention Schedule, as shown in Exhibit "A", on file with the City Clerk's department.

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

EXHIBIT “A”

CITY OF ROSEVILLE

Records Retention Schedule – September 21, 2016

DEPARTMENT / DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
CITY-WIDE						
100	001	Accident Reports	5 C + 7	2	29CFR 1904.2; 29CFR 1904.6	Not Fire or Police
100	002	Administration Files	With Dept. 2		GC 34090	
100	003	Administrative Regulations	City Mgr. 2 + S S + 2	S	GC 34090	
100	004	Agreements – Executed	City Clerk P	C	CCP 337; GC 34090	CCP 337 – 4 years
100	005	Audio Tapes – Board & Commission Meetings	1	1	GC 34090.7	
100	006	City Brochures & Publications	2		GC 34090	Templates are considered preliminary drafts exempt from disclosure (GC 6254(a))
100	007	CEQA Documentation	City Clerk P	2	GC 34090(a); CEQA Guidelines	
100	008	Chron Files	2		GC 34090	Chronological files - correspondence

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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100	009	Consent for Medical Treatment	5		GC 34090	
100	010	Conflict of Interest Statements (includes FPPC Annual Filing)	City Clerk 8	S	GC 34090	
100	011	Construction Standards	P		GC 34090	
100	012	Council & Commission Agendas	3	2	GC 34090	
100	013	Council & Commission Approved Minutes	City Clerk P	2	GC 34090 (d); 36814, 40801	34090 (d) – records less than 2 years
100	014	Council Communications	City Clerk 10	2	GC 34090	
100	015	Department/Division Files – General	2	2	GC 34090	
100	016	Department History/Historical Files	P	2	GC 34090	
		Department Staff Meetings	With Dept.	2		
		• Safety Meeting • Tailgate Meeting Reports	2			
100	017	Disaster Plan	S		GC 34090	
100	018	Employee Work Calendars or Diaries	2	2		
100	019	Fee Schedules	S + 2		GC 34090	
100	020	General Correspondence	2	2	GC 34090	
100	021	General Information Memos	City Mgr. 3	2	GC 34090(d)	
100	022	Grant Files	C + 7		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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<u>100</u>	<u>023</u>	Incident Reports	2		<u>29CFR 1904.2;</u> <u>29CFR 1904.6</u>	
<u>100</u>	<u>024</u>	Intergovernmental Meetings & Projects	5	2	<u>GC 34090</u>	
<u>100</u>	<u>025</u>	Maintenance Records	2	2	<u>GC 34090</u>	
<u>100</u>	<u>026</u>	Memberships	T		<u>GC 34090</u>	
<u>100</u>	<u>027</u>	Meeting Procedures	S	S	<u>GC 34090</u>	
<u>100</u>	<u>028</u>	Monthly/Quarterly Performance or Status Reports	Finance 4	2	<u>GC 34090</u>	
<u>100</u>	<u>029</u>	MSDS Sheets	Purchasing or By Dept. P		<u>GC 34090</u>	
<u>100</u>	<u>030</u>	Payment Requests/Reimbursement/ Invoice Documents (including Petty Cash)	Finance 5	2	<u>GC 34090</u>	
<u>100</u>	<u>031</u>	Policies & Procedures (includes individual departments)	S + 2	S + 2	<u>GC 34090</u>	
<u>100</u>	<u>032</u>	Press Releases	2		<u>GC 34090</u>	

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		Project Files Completed Not Completed or Denied	P C+2 for Federally funded projects C+3	2		
100	033	RFP's	7		GC 34090; CCP 337; GC 25105.1	
100	034	Security video footage moved into Case Management (portions of routine, automated security video identified for retention rather than automatically overwritten or deleted)	1		GC 34090.6	
100	035	Security video footage not moved into Case Management	30 days			
100	036	Subject files	3		GC 34090(d)	
100	037	Vehicle files (includes Pool Car)	S + 2	2	GC 34090	
100	038	Workplace Safety Inspections	2	2	GC 34090	
Building		All Construction Finals	P			
		Building Permits w/Inspections	P			
		Building Permits without Inspections	C+2			
		Code Enforcement	C+5			

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		Construction Permit Folders	P			
		Daily Inspection List	3			
		Plan Checks, Expired — Application & Expiration Notification Letter	C + 2			
		Plans — Commercial	P			
		Plans, Custom Residential	C + 1			
		Plans — Production Residential	C + 180 days			
		Tenant Improvement Inspections	P			
Building Maintenance		Alarm Information	2	2		
		Elevator Weight Lists	5	2		
		Fire Damage Repair Reports	3			
		Fire Inspection Reports	C + 3			
		Fire Sprinkler Tests	5	2		
<u>CENTRAL SERVICES</u>						
<u>200</u>	<u>001</u>	Asset Transfer and Inventory forms	2	3	GC 34090	
<u>200</u>	<u>002</u>	Cardkey Records	1	1	GC 34090	
<u>200</u>	<u>003</u>	Facilities	10		GC 34090	
<u>Facilities</u> Building Maintenance						

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<u>200</u>	<u>004</u>	<u>Alarm Information</u>	<u>2</u>	<u>2</u>	<u>CG 34090</u>	<u>Retain plans for life of the building, but no less than 2 years</u>
		Elevator Weight Lists	5	2		
<u>200</u>	<u>005</u>	<u>Fire Damage Repair Reports</u>	<u>3</u>		<u>GC 34090</u>	
<u>200</u>	<u>006</u>	<u>Fire Inspection Reports</u>	<u>C + 3</u>		<u>UFC 103.3.4;</u> <u>GC 34090</u>	
<u>200</u>	<u>007</u>	<u>Fire Sprinkler Tests</u>	<u>5</u>	<u>2</u>	<u>UFC 103.3.4;</u> <u>GC 34090</u>	
<u>200</u>	<u>008</u>	<u>Invoice Copies</u>	<u>2</u>		<u>GC 34090</u>	
<u>200</u>	<u>009</u>	<u>Project Files</u>	<u>5</u>		<u>GC 34090</u>	
<u>Purchasing</u>						
<u>200</u>	<u>010</u>	<u>Bids/Quotations</u>	<u>City Clerk</u> <u>Audit + 5</u>	<u>C</u>	<u>PC 273.5;</u> <u>PC 273.6;</u> <u>PC 646.9</u>	<u>PC 273.5 amended by SB</u> <u>1005 (2016)</u>
<u>200</u>	<u>011</u>	<u>Price Lists/Catalogs/Brochures</u>	<u>2</u>	<u>2</u>	<u>GC 34090</u>	
<u>200</u>	<u>012</u>	<u>Purchasing Records</u>	<u>C + 4</u>	<u>2</u>	<u>GC 34090</u>	
<u>200</u>	<u>013</u>	<u>RFQ's</u>	<u>C + 4</u>	<u>C + 4</u>	<u>GC 34090</u>	
<u>200</u>	<u>014</u>	<u>Service Agreements/Purchase</u> <u>Orders/ Requisitions</u>	<u>C + 4</u>	<u>2</u>	<u>GC 34090</u>	
Street Maintenance		Daily worksheets; Stand-by worksheets	2	2		
		Engineering Project Requests	2	2		
		Oversize Load Transportation Permits	2	2		
		Service Requests & Work Orders for Street Maintenance Assets	P			

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		Traffic Control Plans	2			
		USA's	2	2		
		Vehicle Files	5			
CITY ATTORNEY						
		Amicus Curiae	2			<u>Part of litigation</u>
<u>300</u>	<u>001</u>	<u>Boards and Commissions</u>	<u>5</u>		<u>GC 34090</u>	
<u>300</u>	<u>002</u>	<u>Bonds</u>	<u>10</u>		<u>GC 34090</u>	<u>City Clerk keep C + 2</u>
<u>300</u>	<u>003</u>	<u>City Attorney personnel files</u>	<u>C + 2</u>		<u>GC 34090</u>	
<u>300</u>	<u>004</u>	<u>City owned facilities/properties files</u>	<u>10</u>		<u>GC 34090</u>	
<u>300</u>	<u>005</u>	<u>Claims / Potential Claims</u>	<u>5</u>		<u>GC 34090</u>	
<u>300</u>	<u>006</u>	Code Enforcement • Administrative citations • Compliance documents	2 5 10		<u>GC 34090(d)</u>	
<u>300</u>	<u>007</u>	Conflict of interest – documents and opinions	5		<u>GC 34090</u>	
<u>300</u>	<u>008</u>	<u>Districts – PBID</u>	<u>C + 5</u>		<u>GC 34090</u>	

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300	009	Easements	10		GC 34090	
		Legal Opinions	P or S	S		
300	010	Employee disciplinary actions, grievances, complaints and investigations	C + 2		GC 34090	
300	011	Grand Jury	10		PC 930 et seq.	
300	012	Legal Service Agreements	10		GC 34090	
300	013	Litigation Files (includes Pitchess Motions and Small Claims Administrative)	City Attorney P		GC 34090	
300	014	Ordinance files	10		GC 34090	
300	015	Railroad	5		GC 34090	
300	016	Project Files	10		GC 34090	
300	017	Property Acquisitions	P		GC 34090(a)	
300	018	Small Claims	C + 2		GC 34090	
300	019	Stop Payment Notices	C + 4		GC 34090	City Clerk retains for C + 2
300	020	Subpoenas	5		GC 5254	
300	021	Taxes	5		GC 34090	
CITY CLERK						

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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400	001	AB1234 Certificates	T + 1			
400	002	Agreements – Executed	P		GC 34090; CCP 337; CCP 343	At least 4 years
400	003	Bids / RFQ's • Successful • Unsuccessful	7 2		GC 34090; CCP 337	
400	004	Boards & Commission Files	T + 5	<u>2</u>	GC 34090;	
					GC 34090(e) for minutes, bylaws and resolutions	
400	005	Bonds and Securities	C + 2		GC 53921; GC 43900; CCP 337.5	
400	006	Ceremonial Resolutions and Proclamations	2		GC 34090	
400	007	Charter Files	P	10	GC 34090(e); GC 34458-60	
400	008	Council Appointment Process	P		GC 34090	
400	009	Council Salary Amendments	P		GC 34090	
400	010	Elections	7		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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400	011	Elections: Certificates of Election, Oaths of Office and Applications	5		GC 34090	
400	012	Grand Jury	10	2	GC 34090	
400	013	Municipal Code Revisions and Updates	P			
400	014	Notice of Adjournment	2		GC 34090	
400	015	Passport Transmittal Receipts	C + 2		GC 34090	
400	016	Records Management: Retention Schedules	4 + SS + 4		GC 34090 ; CCP 343	
400	017	Authorization to Destroy Certificates	P	2	GC 34090.5	
400	018	Stored Records Lists	S	S	GC 34090	
400	019	Public Records Requests	C + 2		GC 34090	
400	020	Resolutions & Ordinances	P		GC 34090(e)	
400	021	Stop Notices and Preliminary Notices	C + 2		GC 34090	
400	022	Tort Claims / Liability Claims	C + 5	2	GC 34090 ; GC 25105.5	
400	023	Video Tape – City Council and Commission Meetings	3	3	GC 34090	
CITY MANAGER						
500	001	Cable Documentation	P		GC 34090	

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500	002	Environmental Review	C + 2	C + 2	GC 34090	
500	003	Fee Estimate Files	5	1	GC 34090	
		Franchises	P			
500	004	Grant Applications	2		GC 34090	
500	005	Nexus Studies	P		GC 34090	
500	006	Open Space Preserve	P	2	GC 34090	
500	007	REACH Fund – Private Donation Record	City Clerk P	2	GC 34090	
DEVELOPMENT SERVICES						
Building						
600	001	All Construction Finals	P		GC 34090	
600	002	Building Permits w/Inspections	P		H&S 19850; GC 34090	
600	003	Building Permits without Inspections	C + 2		H&S 19850; GC 34090	
600	004	Code Enforcement	C + 5		GC 34090	
600	005	Construction Permit Folders	P		GC 34090	
600	006	Daily Inspection List	3		GC 34090	
600	007	Plan Checks, Expired – Application & Expiration Notification Letter	C+2		GC 34090	
600	008	Plans – Commercial	P		GC 34090(a); H&S 19850	
600	009	Plans, Customer Residential	C + 1		GC 34090	

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600	010	Plans – Production Residential	C + 180 days		GC 34090	
600	011	Tenant Improvement Inspections	P		GC 34090	
Engineering					GC 34090	
600	012	Construction / Design Standards	P		GC 34090	
600	013	Grant Files	C + 7		GC 34090	
600	014	Improvement Plans	P		GC 34090	
600	015	Leases	10		GC 34090	
600	016	Project Files including:			GC 34090	
	017(a)	[?] <u>Drainage Studies & Watershed Maps</u>	P		GC 34090	Microfilm after 2 years
	017(b)	[?] <u>Pad Certification</u>	P		GC 34090	Microfilm after 2 years
	017(c)	[?] <u>Permits (Encroachment, Grading, Trench Cut</u>	P		GC 34090	Microfilm after 2 years
	017(d)	[?] <u>Conditions</u>	P		GC 34090	Microfilm after 2 years
	017(e)	[?] <u>Submittals & Correspondence Related</u>	C		GC 34090	Microfilm after 2 years
	017(f)	[?] <u>Revisions & Correspondence Related</u>	C		GC 34090	Microfilm after 2 years
	017(g)	[?] <u>Punch List</u>	C		GC 34090	Microfilm after 2 years
	017(h)	[?] <u>COC Package</u>	P		GC 34090	Microfilm after 2 years
	017(i)	[?] <u>Soil Reports</u>	P		GC 34090(d); CCP 338.1	CCP 337.1 – 5 years
		[?] <u>As Built Plans</u>	P		GC 34090	Microfilm after 2 years

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600	017(i) 018	Property Acquisitions	P		GC 34090(a); GC 6254(h); CCP 337.2	
600	019	Recorded Maps and Improvement Plans	P		GC 34090	
600	020	Roseville Community Hospital	P		GC 34090	
600	021	Stormwater Inspection Data	C + 3		GC 34090	
Planning					GC 34090	
600	022	Annexations / Detachment	P	10	GC 34090	
600	023	Development Agreements	City Clerk P		GC 34090	
600	024	Easements	P		GC 34090	
600	025	General Plan Files	City Clerk P		GC 34090	
600	026	Grading Plan	P		GC 34090	
600	027	Home Occupation	P	C + 2	GC 34090	
600	028	Lot Line Adjustments	P		GC 34090	
600	029	Parcel Maps	P	10	GC 34090	
600	030	Permits	P		GC 34090	
600	031	Project Files (includes Special Projects)	P		GC 34090	
600	032	Sign Files	P		GC 34090	
600	033	Specific Plan Files	P	20	GC 34090	
600	034	Standard Sign Permits	P	C + 2	GC 34090	
600	035	Subdivision Files	P	10	GC 34090	
600	036	Variance	P		GC 34090	

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600	037	Voluntary Merger	P		GC 34090	
600	038	Zoning / Rezone	P	5	GC 34090	
ECONOMIC DEVELOPMENT						
Housing						
700	001	Affordable Purchase Client Files	C + 3		GC 34090	
700	002	Affordable Rental Agreement Files – Active – General Correspondence	3		GC 34090	
700	003	Affordable Rental Agreement Files – Expired	C + 3		GC 34090	
700	004	Affordable Rental Agreements	C	Scanned copy 15 years	GC 34090	
700	005	CDBG Program Files	C + 3		GC 34090 24 CFR 570, 503	
700	006	First Time Homebuyer Client Files	C + 3		GC 34090	
700	007	First Time Homebuyer Wait List Files	3		GC 34090	
700	008	HCV Program – Housing Assistance Payments/Check Stubs	2		GC 34090	
700	009	HCV Program Participant & Applicant	3		GC 34090	
700	010	HOME Applications & Agreements	C + 5		GC 34090	
700	011	HOME Program Client Files	C + 5		GC 34090	

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700	012	Housing Authority	City Clerk P		GC 34090	
700	013	Housing Authority – Housing Assistance Payment Check Stubs	2		GC 34090	
700	014	Housing Rehabilitation Client Files	C + 3		GC 34090	
700	015	Housing Rehabilitation Wait List Files	3		GC 34090	
700	016	Paint Program Client Files	3		GC 34090	
Redevelopment and Successor Agency					GC 34090	
700	017	Bank Statements	P		GC 34090	
700	018	Bond Documents	P		GC 34090	
700	019	Financial Statements and Audit Reports	P		GC 34090	
700	020	Oversight Board Resolutions	P		GC 34090	
700	021	Railroad files	P		GC 34090	
700	022	Redevelopment Projects – Bond Financed	P		GC 34090	
700	023	Redevelopment Projects – Tax Increment Financed	10		GC 34090	
ELECTRIC						
Electric / Compliance		AB32 GHG Emissions Inventory Report	10			

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800	001	AB32 GHG Emissions Verification Opinions and Inventory Reports	10		GC 34090	
800	002	CEC reports and filings	P		GC 34090	
800	003	Compliance filings and reports	S + 10		GC 34090	
800	004	GHG Management Plan	P		GC 34090	
800	005	NERC Reliability Standards Evidence	6		GC 34090	
800	006	Standard Operating Procedures	P		GC 34090	
Electric / Construction						
800	007	Construction Inspections	P		GC 34090	
800	008	Construction Maintenance Inspection Reports	P		GC 34090	
Electric / Dispatch						
800	009	Audio Recordings – WAPA	11 Corp Yard		GC 34090	
800	010	Daily Dispatch Reports	P		GC 34090	
800	011	Dispatch Service Calls / Work Orders	P		GC 34090	
800	012	Outage Reports	P		GC 34090	
Electric / Engineering						
800	013	Data Logs	P		GC 34090	
800	014	Drawings	P		GC 34090	
800	015	Project Files – Engineering	P		GC 34090	
800	016	Technical Files	P		GC 34090	

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Electric / Generation						
800	017	Construction Drawings	P		GC 34090	
800	018	Equipment Drawings	P		GC 34090	
800	019	Equipment Maintenance Records	P		GC 34090	
800	020	Equipment manuals and specifications	P		GC 34090	
800	021	Generation compliance records	P		GC 34090	
800	022	J Log	P		GC 34090	
800	023	MSDS sheets	P		GC 34090	
800	024	Video Access Log	90 days		GC 34090	
Electric / Metering						
800	025	Customer Requested Meter Test Data	2		GC 34090	
800	026	Historical Address Locations & Test Data	P		GC 34090	
800	027	Power Quality Recordings	P		GC 34090	
800	028	Meter Test Results	P		GC 34090	
800	029	Tenant Improvement Plan Checks and Inspections	C Planning Dept.		GC 34090	
Electric / New Services						
800	030	Project Job Files – New Services	P		GC 34090	

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Electric / Operations						
800	031	Department of Transportation Driver Proficiency	P		GC 34090	
800	032	Hazard Materials Records	P		GC 34090	
800	033	Maintenance Work Orders	P		GC 34090	
800	034	Meter Tags	1		GC 34090	
800	035	MSDS Sheets	P		GC 34090	
800	036	SPCC/HMPB – Spill Prevention	P		GC 34090	
800	037	Tree Maintenance Inspections	P		GC 34090	
800	038	Vehicle Inspection Forms	90 days		GC 34090	
Electric / Power Supply						
800	039	AB32 Invoices	P		GC 34090	
800	040	AB32 Transaction Confirmations	P		GC 34090	
800	041	Corporate Guarantees	P		GC 34090	
800	042	Greenhouse Gas Verification Documents	P		GC 34090	
800	043	Master Contracts / Agreement	P City Clerk		GC 34090	
800	044	Outside Reports generated for outside agencies or Council	P		GC 34090	
800	045	Oracle Database Warehouse	P		GC 34090	
800	046	Power Transaction Confirmations	P		GC 34090	

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800	047	Renewable Transaction Confirmations	P		GC 34090	
800	048	Scheduling Data / Documentation	P		GC 34090	
800	049	Settlement Invoices – ALL	P		GC 34090	
800	050	Settlements – Power Bills – Wire Requests	11 Accts Payable		GC 34090	
800	051	SQL Server Data Warehouse	P		GC 34090	
Electric / Rates & Customer Information						
800	052	Annual financial reporting for bond issues – continuing disclosure	3 years past bond maturity		GC 34090	
800	053	Cost of Service Study	P		GC 34090	
800	054	Customer Counts	P		GC 34090	
800	055	NOAA Weather	P		GC 34090	
800	056	Official Statements	3 years past bond maturity		GC 34090	
800	057	Quarterly Letter of Credit	3 years past bond maturity		GC 34090	
800	058	Revenue Reports	P		GC 34090	
Electric / Retail						

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800	059	EPBI Solar Rebates Paper Applications	5		GC 34090	
800	060	Grant Programs – Commercial Rebate documents for auditing purposes	5		GC 34090	
800	061	PBI solar rebates – paper applications	15		GC 34090	
800	062	Public Benefits rebates – paper applications (non-solar)	5		GC 34090	
800	063	Shade Tree rebates – paper applications	6		GC 34090	
Electric / Substation						
800	064	HMPB/SPCC for each substation with more than 1320 gallons of oil	P		GC 34090	
800	065	MSDS & Hazard Information sign	P		GC 34090	
800	066	SF6 Gas for each substation	P		GC 34090	
800	067	Substation Entry Log Books	10		GC 34090	
800	068	Substation Maintenance Records	P		GC 34090	

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Engineering		CIP	C+2 For Federally Funded Projects C +3	C+2		
		Construction/Design Standards	P			
		Contract Administration Files	C+2 For Federally Funded Projects C +3			
		Flood Control	20			
		Grant Files	C+7			
		Improvement Plans	P			
		Leases	10			
		Project Files including:				
		? Drainage Studies & Watershed Maps	P			
		? Pad Certification	P			
		? Permits (Encroachment, Grading, Trench Cut)	P			
		? Conditions	P			
		? Submittals & Correspondence Related	C			

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		? Revisions & Correspondence Related	C			
		? Punch List	C			
		? COC Package	P			
		? Soil Reports	P			
		? As-Built Plans	P			
		Property Acquisitions	P			
		Recorded Maps and Improvement Plans	P			
		Roseville Community Hospital	P			
		Sidewalks & Curbs	C+2			
		Soil Reports	P			
		Specifications	P			
		Stormwater Inspection Data	C+3			
		Streets Projects / Assignments to Street Maintenance & Contractors	P	S		
		Traffic Files	5			
		Photo Red Light	5			
		Traffic Signals (Warrants & Timing)	5			
		Traffic Studies	10			
		USA's	2			

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		Traffic Control Plans	2			
ENVIRONMENTAL UTILITIES						
900	001	Landfill / Solid Waste (including MRF)	10 5	10 5	GC 34090	
900	002	Water Service	5	5	GC 34090	
900	003	Water Treatment Plant Files	5	5	GC 34090	
900	004	Water Waste Notice	1	1	GC 34090	
900	005	Wastewater Treatment Plant Files	5	5	GC 34090	
Business Services					GC 34090	
900	006	Annual Financial Reporting for Bond Issues – Continuing Disclosures	10 yrs. Past bond maturity		GC 34090	
900	007	Bond Documents	10 yrs. Past bond maturity		GC 34090	
900	008	Budget Documents	CU + 6		GC 34090	
900	009	Official Statements	10 yrs. Past bond maturity			
900	010	Policies and Procedures	S + 5		GC 34090	
900	011	Rates	CU + 4		GC 34090	

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South Placer Wastewater Authority JPA						
900	012	SPWA Board Meeting Files	P		GC 34090	
900	013	SPWA Minutes & Resolutions	P		GC 34090	
FINANCE						
Accounts Payable					GC 34090	
1000	001	1099	5		41 CFR 50 201.501 -	Records must be kept at least 3 years
1000	002	Paid Invoices & Related Reports	CU + 5		GC 34090	
1000	003	PCard Receipt Envelopes	CU + 5		GC 34090	
1000	004	Quarterly Reports	5		GC 34090	
1000	005	Wire Transfers	CU + 5		GC 34090	
Accounts Receivable						
1000	006	AR Reports	C + 4		GC 34090	
1000	007	Bank Statements	5		GC 34090	
1000	008	Paid Invoices & Related Reports	CU + 4		GC 34090(e)	
Budget						
1000	009	Adopted Annual Budget	P		GC 34090	
1000	010	Annual CIP's	P		GC 34090	
1000	011	Budget Adjustments	P		GC 34090	
1000	012	CIP's Carry Over	CU + 4		GC 34090	
1000	013	CIP's Mid Year	CU + 4 C + 1		GC 34090	

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1000	014	Indirect Cost Study	P		GC 34090	
1000	015	Managers Review Annual Budget	CU + 2 S		GC 34090	
		March Quarterly Report	P C + 1			
1000	016	Mid-Year Details – Budget Item	P C + 1		GC 34090	
1000	017	Mid-Year Quarter Performance Report	P		GC 34090	
1000	018	Mid-Year – Budget Adjustments	P C + 1		GC 34090	
		Other Agency Budget	P			
1000	019	Proposed Annual Budget	CU + 2		GC 34090	
		September Quarterly Report	P C + 1			
1000	020	Year End Performance Report	P		GC 34090	
		Accounts Receivable Reports	3			
Cash Management						
1000	021	AR Paid Invoices	CU + 4		GC 34090	
1000	022	AR Reports	CU + 4		GC 34090	
1000	023	Assessment Districts – Formation	P			
1000	024	Bank Reconciliation	CU + 5		GC 34090	
1000	025	Bank Statements	5		GC 34090	
1000	026	Cash Receipts – Daily Cash	3		GC 34090	
1000	027	Credit Card & Class Credit Card	3		GC 34090	

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1000	028	Daily Cash Summary	3		GC 34090	
1000	029	Investment Report	P		GC 34090 ; CCP 337 ; GC 53607	No less than 4 years
General Accounting						
1000	030	Audit Workbooks	P		GC 34090	
1000	031	Bonds – Long Term Debt	C + 10		GC34090(e) ; CCP 337.5 ; GC 53921	
1000	032	Hwy 65 JPA, SPWA, Single Audit	P		GC 34090	
1000	033	Community Facilities District	P		GC 34090	
1000	034	FEMA	CU + 5		GC 34090	
1000	035	Cal EMA	CU + 5		GC 34090	
1000	036	CAFR	P		GC 34090	
1000	037	Fixed Assets	5		GC34090(e) ; 26 CFR 301 65-1(f) -	
1000	038	Franchises	P		GC 34090	
1000	039	General Ledger	5		GC 34090	
1000	040	Grant Files	CU + 5		GC 34090	
1000	041	Fund Transfers	P		GC 34090	
1000	042	Journal Entries	P		GC 34090	
1000	043	Landscape & Lighting Districts	20		GC 34090	
1000	044	State Mandated Costs	CU + 5		GC 34090	

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1000	045	Taxes (Other)	5		GC 34090	
Licensing						
1000	046	Licenses (includes applications)	T + 4		GC 34090	
1000	047	So. Placer County Tourism – Quarterly Assessment Collection	5		GC 34090	
1000	048	Transient Occupancy Tax Collection	5		GC 34090	
Payroll					GC 34090	
1000	049	Adjustments	7		GC 34090	
1000	050	DE3- SUI Report	7		GC 34090	
1000	051	Deduction & Contribution Register	5		GC 34090	
1000	052	Deferred Compensation Report	P		GC 34090	
1000	053	Garnishments	CU + 3		GC 34090	
1000	054	Leave Liability Reports	5	2	GC 34090	
1000	055	Payroll Check Run Posting Register Payroll Check and EFT Register	5		GC 34090	
1000	056	Payroll Register	7		GC 34090; GC 37207	
1000	057	PERS Report	P		GC 34090	
1000	058	Secondary Labor	10		GC 34090	
1000	059	Time Sheets	7		GC 34090(c); CFR 516.2	

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1000	060	Year End – W2 Quarterlys, Back-up	7	2	GC 34090	
Utilities					GC 34090	
1000	061	Bad Debt Accounts	5	5	GC 34090	
1000	062	Customer Deposit Listing	T		GC 34090	
1000	063	Customer Files – Inactive	5		GC 34090	
1000	064	Monthly Revenue Summary Report	3		GC 34090	
1000	065	NAIC Numbers Listing (Proof List)	5		GC 34090	
1000	066	Payments from Credit Bureau	5		GC 34090(c)	
1000	067	Referred to Credit Bureau	5		GC 34090(c)	
1000	068	Remittance Stub	3		GC 34090	
1000	069	Utility Bills Archives	3		GC 34090	
1000	070	Utility Customer correspondence	3		GC 34090	
1000	071	Utility Service Orders	2		GC 34090	
Utility Billing						
1000	072	Billing Reports – Abrd & Upload reports	2		GC 34090(c)	
1000	073	Meter Reading Audit report	2		GC 34090(c)	
Utility Customer Service						
1000	074	Abd – Automatic Bank Draft requests	3		GC 34090(c)	
1000	075	Cash Receipt – Utility Payments	3		GC 34090(c)	

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1000	076	ERAP/Med Applications (Electric Rate Assist Applications)	3		GC 34090	
1000	077	Payment Agreements	3		GC 34090	
1000	078	Returned Checks	3		GC 34090	
1000	079	Vouchers – Project GO / HEAP / Salvation Army	3		GC 34090	
FIRE						
1100	001	Ambulance	7		GC 34090	
1100	002	Arson Investigation Files	P 6		PC 800; PC 801	Bodily Injury – 6 years Structure – 3 years
1100	003	Cost Recovery (DUI, HazMat)	C + 2		GC 34090	
1100	004	EKG Reports	4		GC 34090	
1100	005	EMS Strips	7		GC 34090	
1100	006	Fire Inspection Reports	2	2	GC 34090	
1100	007	Fire Prevention Inspection Files	P		GC 34090	
1100	008	Hazardous Materials Files	P	2	GC 34090	

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1100	009	Juvenile Firesetter Files	P		GC 34090	
1100	010	Patient Care Reports	7		GC 34090	
1100	011	Refusal Forms	4		GC 34090	
1100	012	Reports – Incident Reports / Dispatch Calls	5		GC 34090	
1100	013	Weed Abatement	5		GC 34090	
Housing		Affordable Purchase Client Files	C+3			
		Affordable Rental Agreement files – Active – General correspondence	3			
		Affordable Rental Agreement Files – Expired	C+3			
		Affordable Rental Agreements	C	Scanned copy 15-years		
		CDBG Program Files	C+3			
		First Time Homebuyer Client Files	C+3			
		First Time Homebuyer Wait List Files	3			
		HCV Program – Housing Assistance Payments Check Stubs	2			
		HCV Program Participant & Applicant	3			

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		HOME Applications & Agreements	C+5			
		HOME Program Client Files	C+5			
		Housing Authority	City Clerk P			
		Housing Authority — Housing Assistance Payment Check Stubs	2			
		Housing Rehabilitation Client Files	C+3			
		Housing Rehabilitation Wait List Files	3			
		Paint Program Client Files	3			
HUMAN RESOURCES						
1200	001	Benefits Files	5	2	GC 34090	
1200	002	Bargaining Units	10	5	GC 34090	
1200	003	Classification / Salary Plan	S + 2	S	GC 34090	
1200	004	Consumer Price Index	2	2	GC 34090	
1200	005	EDD Notices	4		GC 34090	
1200	006	Employee Medical Files	P		GC 34090	
1200	007	Employee Personnel Files	P	C + 2	GC 34090	
1200	008	Labor Relations	P	2	GC 34090	
1200	009	Memoranda of Understanding	P	2	GC 34090	
1200	010	Personnel Board Findings / Opinions / Decisions	P	2	GC 34090	
1200	011	Personnel Board Documents	5	2	GC 34090	

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1200	012	Personnel Rules	P	2	GC 34090	
1200	013	Recruitment	C + 3	2	GC 34090	
1200	014	Unemployment Records	T + 3		GC 34090	
1200	015	Volunteer Files	2	2	GC 34090	
Risk Management						
1200	016	Accident / Incident Reports	2	2	GC 34090	
1200	017	CAL OSHA Inspection & Citations	P		GC 34090	
1200	018	Claims	C + 5		GC 25105.5	
1200	019	Employee Training Records	10		GC 34090	
1200	020	FEMA Disaster Claims	10		GC 34090	
1200	021	Insurance Certificates	P C + 10	2	GC 34090	
1200	022	Safety Inspections / Reports / Manuals	2	2	GC 34090	
1200	023	Subrogation Files	C + 5		GC 34090	
1200	024	Workers Compensation	P		GC 34090	
INFORMATION TECHNOLOGY						
1300	001	Citywide, GIS Aerial Photography	P		GC 34090	
1300	002	Citywide, GIS Datasets (active)	C + 2		GC 34090	
1300	003	Citywide, GIS Datasets (inactive)	C + 2		GC 34090	
1300	004	Digital Video Surveillance moved into Case Management (portions of routine, automated security video identified for retention rather than automatically overwritten or deleted)	1		GC 34090	

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1300	005	Digital Video Surveillance not moved into Case Management	30 days			
1300	006	Digital Voicemail / Digital Fax / Radio Communications Recording (non-emergency)	100 days		GC 34090	
1300	007	Disaster Preparedness and Recovery plans	2	2	GC 34090	
1300	008	IT Inventory Records	Life of equipment + 2 years		GC 34090	
1300	009	Programming Source Code	C + 2		GC 34090	
1300	010	Service Requests / Response records	P		GC 34090	
1300	011	Standard Operating Procedures	3		GC 34090	
1300	012	System Backup Files / Tape Library / Digital Snapshot	3 months		GC 34090	
1300	013	System Log File (Mission Critical / External Agencies)	2		GC 34090	
1300	014	Telecommunication / Cell Phone Billing Records	5		GC 34090	
1300	015	Telephone / Voicemail Log	45 days		GC 34090	
1300	016	Test System (Program / Database)	No retention		GC 34090	
1300	017	Website Contents / Records	No retention		GC 34090	
Library		California Public Library Report	5			
		CLSA Direct Loan Files	5			

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		Library Card Records	T+2			
		Log Books / Security Guard Documents	5	2		
		Public Library Fund Report	5			
		Reconsideration of Material Forms	P			
		Survey Forms	2			
		Statistical Reports	5			
<u>PARKS, RECREATION & LIBRARIES</u>						
<u>1400</u>	<u>001</u>	Department Timecards	3		<u>GC 34090</u>	
<u>1400</u>	<u>002</u>	Facility Rental Applications and Special Event Applications, Contract and Packet	2		<u>GC 34090</u>	
<u>1400</u>	<u>003</u>	Golf Course Files	10		<u>GC 34090</u>	
<u>1400</u>	<u>004</u>	Liability Waivers / Registration or Membership Forms	5		<u>GC 34090</u>	
<u>1400</u>	<u>005</u>	Low Income Applications	2		<u>GC 34090</u>	
<u>1400</u>	<u>006</u>	Park, Facility and Golf Course Construction Folders	P		<u>GC 34090</u>	
<u>1400</u>	<u>007</u>	Park and Playground Maintenance Records	P		<u>GC 34090</u>	
Adventure Club					<u>GC 34090</u>	
<u>1400</u>	<u>008</u>	Behavior Reports	5		<u>GC 34090</u>	

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1400	009	Check Stubs from the State or County Office of Education	5		GC 34090	
1400	010	Child Care Grant Files	C + 5		GC 34090	
1400	011	Licensing Staff Files	C + 3		GC 34090	
1400	012	Sign In / Out Sheets, Schedule Agreements	C + 5		GC 34090	
1400	013	Student Files	35		GC 34090	
1400	014	Tuition Agreements	C + 5		GC 34090	
Library						
1400	015	California Public Library Report	<u>5</u>		GC 34090	
1400	016	CLSA Direct Loan Files	<u>5</u>		GC 34090	
1400	017	Library Card Records	<u>T + 2</u>		GC 34090	
1400	018	Log Books / Security Guard Documents	<u>5</u>	<u>2</u>	GC 34090	
1400	019	Public Library Fund Report	<u>5</u>		GC 34090	
1400	020	Reconsideration of Material Forms	<u>P</u>		GC 34090	
1400	021	Survey Forms	<u>2</u>		GC 34090	
1400	022	Statistical Reports	<u>5</u>		GC 34090	
Open Space					GC 34090	
1400	023	Arborist Reports			GC 34090	
1400	024	Annual Biological Monitoring Reports	<u>P</u>		GC 34090	
1400	025	Tree Maintenance Inspections	<u>P</u>		GC 34090	
Planning		Annexations / Detachment	P	10		

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		Development Agreements	City Clerk P			
		Easements	P			
		General Plan Files	City Clerk P			
		Grading Plan	P			
		Home Occupation	P	C+3		
		Lot Line Adjustments	P			
		Parcel Maps	P	10		
		Permits	P			
		Project Files (includes special projects)	P			
		Sign Files	P			
		Specific Plan Files	P	20		
		Standard Sign Permits	P	C+2		
		Subdivision Files	P			
		Variance	P			
		Voluntary Merger	P			
		Zoning / Rezone	P			
POLICE						
<u>1500</u>	<u>001</u>	<u>Accident Review Board Investigations</u>	<u>5</u>		<u>GC 34090</u>	
		Alpha cards with No Activity	10			
<u>1500</u>	<u>002</u>	Animal Control Documents <u>Bite Reports / Quarantine / Cites</u>	3		<u>GC 34090</u>	

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		Animal Control Invoices & Payment Requests	3			
1500	003	Arrest Files of Deceased Persons	2		GC 34090	
		Arrest Warrant Correspondence	C+2			
1500	004	AVL (Auto Vehicle Location)	1		GC 34090	
1500	005	Audio Recordings • 911 Calls • Emergency Radio	100 days 2 2		GC 34090	
1500	006	Background Request with no history	2		GC 34090	
1500	007	Background Request with history	5		GC 34090	
1500	008	Bail Receipts	2		GC 34090	
1500	009	Booking folder with No Activity	10		GC 34090	
1500	010	Citations: ⑦ Moving violations ② Misdemeanors	5		GC 34090	
1500	011	Citizen Complaints / Reports / Findings	5		GC 34090	
1500	012	Court Transmittals	2		GC 34090	
1500	013	DA Rosters	2		GC 34090	
1500		Daily Jail Roster	2		GC 34090	
1500	014	Dispatch / Telephone / 911 calls printout and tapes	2		GC 34090	
1500	015	DMV, Suspended, Revoked Notices	3		GC 34090	
1500	016	Equipment citations	3		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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1500	017	Field Interrogation Cards	C + 2		GC 34090	
		In-Car Video	1			
1500	018	Juvenile Dispositions Forms / Sealings	5		GC 34090	
1500	019	Marijuana Filings	2		GC 34090	
1500	020	Misdemeanor -Crime Reports	5		GC 34090	
1500	021	Officer's Daily Activity Sheets	2			
1500	022	Parking violation citations / Reviews	2		GC 34090 ; GC 40215	
1500	023	Pawn Slips	3		B&P 21628 ; GC 34090	
1500	024	Permit files – Expired	5		GC 34090	
		Photo Red Light Records/Citations	Police – 1 yr and disposition of citation			
1500	025	Personnel Files (no longer employed)	5		GC 34090	
1500	026	Pistol Sales Reports	2		GC 34090	
1500	027	Police Surveillance Videos moved into Case Management (portions of routine, automated security video identified for retention rather than automatically overwritten or deleted)	1		GC 34090.7	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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1500	028	Police Surveillance Videos not moved into Case Management	30 days		GC 34090.3	For uneventful, routine video recordings
1500		RADAR - LIDAR Enforcement Logs	2		GC 34090	
1500	029	Radio Logs	7		GC 34090	
1500	030	Reports: • Stored/Impounded Vehicle Reports • Injury Attempt Suicide Reports • Lost and Found Reports • Missing Persons Reports • Services (Incident) Reports	5	2	GC 34090	
1500	031	Reports: • Non-Injury Accident Report • Injury Accident Reports • Felony Crime • Monthly Statistic • Death Investigations/Coroners Reports	7	2	GC 34090	
1500	032	Repossession Reports	2		GC 34090	
1500	033	Retraining Orders	C		PC 273.5; PC 273.6; PC 646.9	PC 273.5 amended by SB 1005 (2016)
1500	034	Subpoena Automated Records	3		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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1500	035	Suicide reports, Death Investigation Reports	10		GC 34090	
1500	036	Swap Meet Seller forms	3		GC 34090	
1500	037	Use of Force reviews	5		GC 34090	
1500	038	Yana Application & Call Logs	2		GC 34090	
Public Information						
Purchasing		Bids/Quotations	City Clerk Audit + 5	6		
		Price Lists/Catalogs/Brochures	2	2		
		Purchasing Records	C + 4	2		
		RFQ's	C + 4			
		Service Agreements/Purchase Orders/Requisitions	C + 4	2		
Redevelopment		Bank Statements	P			
		Bond Documents	P			
		Financial Statements and Audit Reports	P			
		Railroad Files	P			
		Redevelopment Projects — Bond Financed	P			
		Redevelopment Projects — Tax Increment financed	10			
Risk Management		Accident/Incident Reports	2	2		
		CAL OSHA Inspection & Citations	P			
		Employee Training Records	10			
		FEMA Disaster Claims	10			

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		Insurance Certificates	P	2		
		Safety Inspections, Reports, Manuals	2	2		
		Subrogation Files	C + 2			
		Workers Compensation	P			
Street Maintenance		Daily Worksheets; Stand-by Worksheets	2	2		
		Engineering Project Requests	2	2		
		Oversize Load Transportation Permits	2	2		
		Service Requests & Work Orders for Street Maintenance Assets	P			
		Traffic Control Plans	2			
		USA's	2	2		
		Vehicle Files	S			
PUBLIC WORKS						
Alternative Transportation						
1600	001	ADA Para Transit Files	C + 1		GC 34090	
1600	002	Bicycle Path Files	10	2	GC 34090	
1600	003	Bus Shelter	C + 3	2	GC 34090	
1600	004	Customer Complaints, Reports, Findings	FTA Review Period + 3		GC 34090	
1600	005	Discount Photo Card Applications	3		GC 34090	
1600		FTA Audit Materials	S + 1		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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1600	006	Grant Files	C + 3		GC 34090	
1600	007	Grants – Proposition 1B	C + 35		GC 34090	
1600	008	IN Bus Video (moved into Case Management)	2		GC 34090	
1600	009	IN Bus Video (not moved into Case Management)	30 days		GC 34090	
1600	010	National Transit Database Report Files	FTA Review Period + 3		GC 34090	
1600	011	Passenger Incident Report	FTA Review Period + 3		GC 34090	
1600	012	Register Receipts	1			
1600	013	Roseville Transit Boarding & Alighting Sheets	FTA Review Period + 3		GC 34090	
1600	014	Security Video Tape (Corp Yard Camera) moved into Case Management (portions of routine,	1			
		automated security video identified for retention rather than automatically overwritten or deleted)				
1600	015	Security Video Tape (Corp Yard Camera) not moved into Case Management	30 days			
1600	016	Transit Contractors Monthly Reports	FTA Review Period + 3		GC 34090	

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1600	017	Transit Pass Purchase Requests	2		GC 34090	
1600	018	Transportation Development Act Files	C + 3		GC 34090	
1600	019	Transportation Planning Files	S + 2		GC 34090	
1600	020	Transportation Project Files	C + 10		GC 34090	
1600	021	TSM Files – no TSM Plan, No Bikeway Issues and no Transit Issues	3	2	GC 34090	
1600	022	TSM Files – with TSM Plan, Bikeway Issues or Transit Issues	P	2	GC 34090	
1600	023	TSM Triennial Survey	46	2	GC 34090	
1600	024	Daily Bus Reports	2	2	GC 34090	
Engineering						
1600	025	CIP	C + 2 For Federally Funded Projects C + 3	C + 2	GC 34090	
1600	026	Contract Administration Files	C + 2 For Federally Funded Projects C + 3		GC 34090	
			Funded Projects C + 3			

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1600	027	Flood Control	20		GC 34090	
1600	028	Sidewalks & Curbs	C + 2		GC 34090	
1600	029	Soil Reports	P		GC 34090	
1600	030	Specifications	P		GC 34090	
1600	031	Streets Projects/Assignments to Street Maintenance & Contractors	P	5	GC 34090	
1600	032	Traffic Files	5		GC 34090	
1600	033	☐ Photo Red Light	5		GC 34090	
1600	034	☐ Traffic Signals (Warrants & Timing)	5		GC 34090	
1600	035	☐ Traffic Studies	10		GC 34090	
1600	036	☐ USA's	2		GC 34090	
1600	037	☐ Traffic Control Plans	2		GC 34090	
Street Maintenance						
1600	038	Daily Worksheets, Stand-By Worksheets	2	2	GC 34090	
1600	039	Engineering Project Requests	2	2	GC 34090	
1600	040	Oversize Load Transportation Permits	2	2	GC 34090	
1600	041	Service Requests & Work Orders for Street Maintenance Assets	P		GC 34090	
1600	042	Traffic Control Plans	2	2	GC 34090	
1600	043	Vehicle Files	S		GC 34090	
Transportation		ADA Para Transit Files	C + 1	2		

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		Bicycle Path Files	10	2		
		Bus Shelter	C+3			
		Customer Complaints, Reports, Findings	FTA Review Period+3			
		Discount Photo Card Applications	C+1	1		
		Grant Files	C+5			
		Grants—Proposition 1B	C+35			
		In Bus Video (moved into Case Management)	2			
		In Bus Video (not moved into Case Management)	30 days			
		National Transit Database Report Files	Audit+1			
		Passenger Incident Report	FTA Review Period+3			
		Register Receipts	1			
		Roseville Transit Boarding & Alighting Sheets	FTA Review Period+3			
		Security Video Tape (Corp Yard Camera) moved into Case Management (portions of routine, automated security video identified for retention rather than automatically overwritten or deleted)	1			

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		Security Video Tape (Corp Yard Camera) not moved into Case Management	30 days			
		Transit Contractors Monthly Reports	FTA Review Period + 3			
		Transit Pass Purchase Requests	2			
		Transportation Development Act Files	C + 3			
		Transportation Planning Files	S + 3			
		Transportation Project Files	C + 10			
		TSM Files — no TSM Plan, No Bikeway Issues and no Transit Issues	3	2		
		TSM Files — with TSM Plan, Bikeway Issues or Transit Issues	P	2		
		TSM Triennial Survey	4	2		
		Daily Bus Reports	2	2		
Vehicle Maintenance		Vehicle Inspection Reports	2	2		
		Crane Inspection Reminder Memos	2	2		
		Fuel Transaction Reports	2	2		
		Smog Check Vehicle Inspection Reports	4	2		
		Vehicle Files	C			

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NON RECORDS
No Retention Schedule

DESCRIPTION OF RECORDS	COMMENTS
Instant Messaging	
Library Materials	
Non City Posters, Brochures and Flyers	
Non City Press Releases	
Price Lists, Catalogs, Brochures	
Publications from outside sources	
Testing and Development System	
Transitory Records (DRAFTS)	
Website Contents & Records	

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CITY OF ROSEVILLE

Records Retention Schedule – September 21, 2016

DEPARTMENT / DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
CITY-WIDE						
100	001	Accident Reports	C + 7	2	29CFR 1904.2; 29CFR 1904.6	Not Fire or Police
100	002	Administration Files	With Dept. 2		GC 34090	
100	003	Administrative Regulations	City Mgr. S + 2	S	GC 34090	
100	004	Agreements – Executed	City Clerk P	C	CCP 337; GC 34090	CCP 337 – 4 years
100	005	Audio Tapes – Board & Commission Meetings	1	1	GC 34090.7	
100	006	City Brochures & Publications	2		GC 34090	Templates are considered preliminary drafts exempt from disclosure (GC 6254(a))
100	007	CEQA Documentation	City Clerk P	2	GC 34090(a); CEQA Guidelines	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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100	008	Chron Files	2		GC 34090	Chronological files - correspondence
100	009	Consent for Medical Treatment	5		GC 34090	
100	010	Conflict of Interest Statements (includes FPPC Annual Filing)	City Clerk 8	S	GC 34090	
100	011	Construction Standards	P		GC 34090	
100	012	Council & Commission Agendas	3	2	GC 34090	
100	013	Council & Commission Approved Minutes	City Clerk P	2	GC 34090 (d); 36814, 40801	34090 (d) – records less than 2 years
100	014	Council Communications	City Clerk 10	2	GC 34090	
100	015	Department/Division Files – General	2	2	GC 34090	
100	016	Department History/Historical Files	P	2	GC 34090	
100	017	Disaster Plan	S		GC 34090	
100	018	Employee Work Calendars or Diaries	2	2		
100	019	Fee Schedules	S + 2		GC 34090	
100	020	General Correspondence	2	2	GC 34090	
100	021	General Information Memos	City Mgr. 3	2	GC 34090(d)	
100	022	Grant Files	C + 7		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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100	023	Incident Reports	2		29CFR 1904.2; 29CFR 1904.6	
100	024	Intergovernmental Meetings & Projects	5	2	GC 34090	
100	025	Maintenance Records	2	2	GC 34090	
100	026	Memberships	T		GC 34090	
100	027	Meeting Procedures	S	S	GC 34090	
100	028	Monthly/Quarterly Performance or Status Reports	Finance 4	2	GC 34090	
100	029	MSDS Sheets	Purchasing or By Dept. P		GC 34090	
100	030	Payment Requests/Reimbursement/ Invoice Documents (including Petty Cash)	Finance 5	2	GC 34090	
100	031	Policies & Procedures (includes individual departments)	S + 2	S + 2	GC 34090	
100	032	Press Releases	2		GC 34090	
100	033	RFP's	7		GC 34090; CCP 337; GC 25105.1	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
100	034	Security video footage moved into Case Management (portions of routine, automated security video identified for retention rather than automatically overwritten or deleted)	1		GC 34090.6	
100	035	Security video footage not moved into Case Management	30 days			
100	036	Subject files	3		GC 34090(d)	
100	037	Vehicle files (includes Pool Car)	S + 2	2	GC 34090	
100	038	Workplace Safety Inspections	2	2	GC 34090	
CENTRAL SERVICES						
200	001	Asset Transfer and Inventory forms	2	3	GC 34090	
200	002	Cardkey Records	1	1	GC 34090	
200	003	Facilities	10		GC 34090	
Facilities						
200	004	Alarm Information	2	2	CG 34090	Retain plans for life of the building, but no less than 2 years
200	005	Fire Damage Repair Reports	3		GC 34090	

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200	006	Fire Inspection Reports	C + 3		UFC 103.3.4; GC 34090	
200	007	Fire Sprinkler Tests	5	2	UFC 103.3.4; GC 34090	
200	008	Invoice Copies	2		GC 34090	
200	009	Project Files	5		GC 34090	
Purchasing						
200	010	Bids/Quotations	City Clerk Audit + 5	C	PC 273.5; PC 273.6; PC 646.9	PC 273.5 amended by SB 1005 (2016)
200	011	Price Lists/Catalogs/Brochures	2	2	GC 34090	
200	012	Purchasing Records	C + 4	2	GC 34090	
200	013	RFQ's	C + 4	C + 4	GC 34090	
200	014	Service Agreements/Purchase Orders/ Requisitions	C + 4	2	GC 34090	
CITY ATTORNEY						
300	001	Boards and Commissions	5		GC 34090	
300	002	Bonds	10		GC 34090	City Clerk keeps C + 2
300	003	City Attorney personnel files	C + 2		GC 34090	
300	004	City owned facilities/properties files	10		GC 34090	

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300	005	Claims / Potential Claims	5		GC 34090	
300	006	Code Enforcement • Administrative citations • Compliance documents	2 5 10		GC 34090(d)	
300	007	Conflict of interest – documents and opinions	5		GC 34090	
300	008	Districts – PBID	C + 5		GC 34090	
300	009	Easements	10		GC 34090	
300	010	Employee disciplinary actions, grievances, complaints and investigations	C + 2		GC 34090	
300	011	Grand Jury	10		PC 930 et seq.	
300	012	Legal Service Agreements	10		GC 34090	
300	013	Litigation Files (includes Pitchess Motions and Administrative)	City Attorney P		GC 34090	
300	014	Ordinance files	10		GC 34090	
300	015	Railroad	5		GC 34090	
300	016	Project Files	10		GC 34090	
300	017	Property Acquisitions	P		GC 34090(a)	
300	018	Small Claims	C + 2		GC 34090	
300	019	Stop Payment Notices	C + 4		GC 34090	City Clerk retains for C + 2
300	020	Subpoenas	5		GC 5254	
300	021	Taxes	5		GC 34090	

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CITY CLERK						
400	001	AB1234 Certificates	T + 1			
400	002	Agreements – Executed	P		GC 34090; CCP 337; CCP 343	At least 4 years
400	003	Bids / RFQ's • Successful Unsuccessful	7 2		GC 34090; CCP 337	
400	004	Boards & Commission Files	T + 5	2	GC 34090; GC 34090(e) for minutes, bylaws and resolutions	
400	005	Bonds and Securities	C + 2		GC 53921; GC 43900; CCP 337.5	
400	006	Ceremonial Resolutions and Proclamations	2		GC 34090	
400	007	Charter Files	P	10	GC 34090(e); GC 34458-60	
400	008	Council Appointment Process	P		GC 34090	
400	009	Council Salary Amendments	P		GC 34090	
400	010	Elections	7		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
400	011	Elections: Certificates of Election, Oaths of Office and Applications	5		GC 34090	
400	012	Grand Jury	10	2	GC 34090	
400	013	Municipal Code Revisions and Updates	P			
400	014	Notice of Adjournment	2		GC 34090	
400	015	Passport Transmittal Receipts	C + 2		GC 34090	
400	016	Records Management: Retention Schedules	S + 4		GC 34090; CCP 343	
400	017	Authorization to Destroy Certificates	P	2	GC 34090.5	
400	018	Stored Records Lists	S	S	GC 34090	
400	019	Public Records Requests	C + 2		GC 34090	
400	020	Resolutions & Ordinances	P		GC 34090(e)	
400	021	Stop Notices and Preliminary Notices	C + 2		GC 34090	
400	022	Tort Claims / Liability Claims	C + 5	2	GC 34090; GC 25105.5	
400	023	Video Tape – City Council and Commission Meetings	3	3	GC 34090	
CITY MANAGER						

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500	001	Cable Documentation	P		GC 34090	
500	002	Environmental Review	C + 2	C + 2	GC 34090	
500	003	Fee Estimate Files	5	1	GC 34090	
500	004	Grant Applications	2		GC 34090	
500	005	Nexus Studies	P		GC 34090	
500	006	Open Space Preserve	P	2	GC 34090	
500	007	REACH Fund – Private Donation Record	City Clerk P	2	GC 34090	
DEVELOPMENT SERVICES						
Building						
600	001	All Construction Finals	P		GC 34090	
600	002	Building Permits w/Inspections	P		H&S 19850; GC 34090	
600	003	Building Permits without Inspections	C + 2		H&S 19850; GC 34090	
600	004	Code Enforcement	C + 5		GC 34090	
600	005	Construction Permit Folders	P		GC 34090	
600	006	Daily Inspection List	3		GC 34090	

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600	007	Plan Checks, Expired – Application & Expiration Notification Letter	C+2		GC 34090	
600	008	Plans – Commercial	P		GC 34090(a); H&S 19850	
600	009	Plans, Customer Residential	C + 1		GC 34090	
600	010	Plans – Production Residential	C + 180 days		GC 34090	
600	011	Tenant Improvement Inspections	P		GC 34090	
Engineering						
600	012	Construction / Design Standards	P		GC 34090	
600	013	Grant Files	C + 7		GC 34090	
600	014	Improvement Plans	P		GC 34090	
600	015	Leases	10		GC 34090	
600	016	Project Files including:			GC 34090	
600	017(a)	Drainage Studies & Watershed Maps	P		GC 34090	Microfilm after 2 years
	017(b)	Pad Certification	P		GC 34090	Microfilm after 2 years
	017(c)	Permits (Encroachment, Grading, Trench Cut)	P		GC 34090	Microfilm after 2 years
	017(d)	Conditions	P		GC 34090	Microfilm after 2 years
	017(e)	Submittals and Correspondence related	C		GC 34090	Microfilm after 2 years

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	017(f)	Revisions & Correspondence related	C		GC 34090	Microfilm after 2 years
	017(g)	Punch List	C		GC 34090	Microfilm after 2 years
	017(h)	COC Package	P		GC 34090	Microfilm after 2 years
	017(i)	Soil Reports	P		GC 34090(d); CCP 338.1	CCP 337.1 - 5 years
	017(j)	As Built Plans	P		GC 34090	Microfilm after 2 years
600	018	Property Acquisitions	P		GC 34090(a); GC 6254(h); CCP 337.2	
600	019	Recorded Maps and Improvement Plans	P		GC 34090	
600	020	Roseville Community Hospital	P		GC 34090	
600	021	Stormwater Inspection Data	C + 3		GC 34090	
Planning						
600	022	Annexations / Detachment	P	10	GC 34090	
600	023	Development Agreements	City Clerk P		GC 34090	
600	024	Easements	P		GC 34090	
600	025	General Plan Files	City Clerk P		GC 34090	
600	026	Grading Plan	P		GC 34090	
600	027	Home Occupation	P		GC 34090	
600	028	Lot Line Adjustments	P		GC 34090	
600	029	Parcel Maps	P	10	GC 34090	
600	030	Permits	P		GC 34090	

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600	031	Project Files (includes special projects)	P		GC 34090	
600	032	Sign Files	P		GC 34090	
600	033	Specific Plan Files	P	20	GC 34090	
600	034	Standard Sign Permits	P	C + 2	GC 34090	
600	035	Subdivision Files	P	10	GC 34090	
600	036	Variance	P		GC 34090	
600	037	Voluntary Merger	P		GC 34090	
600	038	Zoning / Rezone	P	5	GC 34090	
ECONOMIC DEVELOPMENT						
Housing						
700	001	Affordable Purchase Client Files	C + 3		GC 34090	
700	002	Affordable Rental Agreement Files – Active – General Correspondence	3		GC 34090	
700	003	Affordable Rental Agreement Files – Expired	C + 3		GC 34090	
700	004	Affordable Rental Agreements	C	Scanned copy 15 years	GC 34090	
700	005	CDBG Program Files	C + 3		GC 34090 24 CFR 570, 503	
700	006	First Time Homebuyer Client Files	C + 3		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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700	007	First Time Homebuyer Wait List Files	3		GC 34090	
700	008	HCV Program – Housing Assistance Payments/Check Stubs	2		GC 34090	
700	009	HCV Program Participant & Applicant	3		GC 34090	
700	010	HOME Applications & Agreements	C + 5		GC 34090	
700	011	HOME Program Client Files	C + 5		GC 34090	
700	012	Housing Authority	City Clerk P		GC 34090	
700	013	Housing Authority – Housing Assistance Payment Check Stubs	2		GC 34090	
700	014	Housing Rehabilitation Client Files	C + 3		GC 34090	
700	015	Housing Rehabilitation Wait List Files	3		GC 34090	
700	016	Paint Program Client Files	3		GC 34090	
Redevelopment and Successor Agency						
700	017	Bank Statements	P		GC 34090	
700	018	Bond Documents	P		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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700	019	Financial Statements and Audit Reports	P		GC 34090	
700	020	Oversight Board Resolutions	P		GC 34090	
700	021	Railroad files	P		GC 34090	
700	022	Redevelopment Projects – Bond Financed	P		GC 34090	
700	023	Redevelopment Projects – Tax Increment Financed	10		GC 34090	
ELECTRIC						
800	001	AB32 GHG Emissions Verification Opinions and Inventory Reports	10		GC 34090	
800	002	CEC reports and filings	P		GC 34090	
800	003	Compliance filings and reports	S + 10		GC 34090	
800	004	GHG Management Plan	P		GC 34090	
800	005	NERC Reliability Standards Evidence	6		GC 34090	
800	006	Standard Operating Procedures	P		GC 34090	
Electric / Construction						
800	007	Construction Inspections	P		GC 34090	

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800	008	Construction Maintenance Inspection Reports	P		GC 34090	
Electric / Dispatch						
800	009	Audio Recordings – WAPA	11 Corp Yard		GC 34090	
800	010	Daily Dispatch Reports	P		GC 34090	
800	011	Dispatch Service Calls / Work Orders	P		GC 34090	
800	012	Outage Reports	P		GC 34090	
Electric / Engineering						
800	013	Data Logs	P		GC 34090	
800	014	Drawings	P		GC 34090	
800	015	Project Files – Engineering	P		GC 34090	
800	016	Technical Files	P		GC 34090	
Electric / Generation						
800	017	Construction Drawings	P		GC 34090	
800	018	Equipment Drawings	P		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
800	019	Equipment Maintenance Records	P		GC 34090	
800	020	Equipment manuals and specifications	P		GC 34090	
800	021	Generation compliance records	P		GC 34090	
800	022	J Log	P		GC 34090	
800	023	MSDS sheets	P		GC 34090	
800	024	Video Access Log	90 days		GC 34090	
Electric / Metering						
800	025	Customer Requested Meter Test Data	2		GC 34090	
800	026	Historical Address Locations & Test Data	P		GC 34090	
800	027	Power Quality Recordings	P		GC 34090	
800	028	Meter Test Results	P		GC 34090	
800	029	Tenant Improvement Plan Checks and Inspections	C Planning Dept.		GC 34090	
Electric / New Services						
800	030	Project Job Files – New Services	P		GC 34090	

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Electric / Operations						
800	031	Department of Transportation Driver Proficiency	P		GC 34090	
800	032	Hazard Materials Records	P		GC 34090	
800	033	Maintenance Work Orders	P		GC 34090	
800	034	Meter Tags	1		GC 34090	
800	035	MSDS Sheets	P		GC 34090	
800	036	SPCC/HMPB – Spill Prevention	P		GC 34090	
800	037	Tree Maintenance Inspections	P		GC 34090	
800	038	Vehicle Inspection Forms	90 days		GC 34090	
Electric / Power Supply						
800	039	AB32 Invoices	P		GC 34090	
800	040	AB32 Transaction Confirmations	P		GC 34090	
800	041	Corporate Guarantees	P		GC 34090	
800	042	Greenhouse Gas Verification Documents	P		GC 34090	
800	043	Master Contracts / Agreement	P City Clerk		GC 34090	
800	044	Outside Reports generated for outside agencies or Council	P		GC 34090	

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800	045	Oracle Database Warehouse	P		GC 34090	
800	046	Power Transaction Confirmations	P		GC 34090	
800	047	Renewable Transaction Confirmations	P		GC 34090	
800	048	Scheduling Data / Documentation	P		GC 34090	
800	049	Settlement Invoices – ALL	P		GC 34090	
800	050	Settlements – Power Bills – Wire Requests	11 Accts Payable		GC 34090	
800	051	SQL Server Data Warehouse	P		GC 34090	
Electric / Rates & Customer Information						
800	052	Annual financial reporting for bond issues – continuing disclosure	3 years past bond maturity		GC 34090	
800	053	Cost of Service Study	P		GC 34090	
800	054	Customer Counts	P		GC 34090	
800	055	NOAA Weather	P		GC 34090	
800	056	Official Statements	3 years past bond maturity		GC 34090	

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800	057	Quarterly Letter of Credit	3 years past bond maturity		GC 34090	
800	058	Revenue Reports	P		GC 34090	
Electric / Retail						
800	059	EPBI Solar Rebates Paper Applications	5		GC 34090	
800	060	Grant Programs – Commercial Rebate documents for auditing purposes	5		GC 34090	
800	061	PBI solar rebates – paper applications	15		GC 34090	
800	062	Public Benefits rebates – paper applications (non-solar)	5		GC 34090	
800	063	Shade Tree rebates – paper applications	6		GC 34090	
Electric / Substation						
800	064	HMPB/SPCC for each substation with more than 1320 gallons of oil	P		GC 34090	

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800	065	MSDS & Hazard Information sign	P		GC 34090	
800	066	SF6 Gas for each substation	P		GC 34090	
800	067	Substation Entry Log Books	10		GC 34090	
800	068	Substation Maintenance Records	P		GC 34090	
ENVIRONMENTAL UTILITIES						
900	001	Landfill / Solid Waste (including MRF)	10	10	GC 34090	
900	002	Water Service	5	5	GC 34090	
900	003	Water Treatment Plant Files	5	5	GC 34090	
900	004	Water Waste Notice	1	1	GC 34090	
900	005	Wastewater Treatment Plant Files	5	5	GC 34090	
Business Services						
900	006	Annual Financial Reporting for Bond Issues – Continuing Disclosures	10 yrs. Past bond maturity		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
900	007	Bond Documents	10 yrs. Past bond maturity		GC 34090	
900	008	Budget Documents	CU + 6		GC 34090	
900	009	Official Statements	10 yrs. Past bond maturity			
900	010	Policies and Procedures	S + 5		GC 34090	
900	011	Rates	CU + 4		GC 34090	
South Placer Wastewater Authority JPA						
900	012	SPWA Board Meeting Files	P		GC 34090	
900	013	SPWA Minutes & Resolutions	P		GC 34090	
FINANCE						
Accounts Payable						
1000	001	1099	5		41 CFR 50 201.501	Records must be kept at least 3 years
1000	002	Paid Invoices & Related Reports	CU + 5		GC 34090	
1000	003	PCard Receipt Envelopes	CU + 5		GC 34090	
1000	004	Quarterly Reports	5		GC 34090	
1000	005	Wire Transfers	CU + 5		GC 34090	

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Accounts Receivable						
1000	006	AR Reports	C + 4		GC 34090	
1000	007	Bank Statements	5		GC 34090	
1000	008	Paid Invoices & Related Reports	CU + 4		GC 34090(e)	
Budget						
1000	009	Adopted Annual Budget	P		GC 34090	
1000	010	Annual CIP's	P		GC 34090	
1000	011	Budget Adjustments	P		GC 34090	
1000	012	CIP's Carry Over	CU + 4		GC 34090	
1000	013	CIP's Mid-Year	C + 1		GC 34090	
1000	014	Indirect Cost Study	P		GC 34090	
1000	015	Managers Review Annual Budget	S		GC 34090	
1000		March Quarterly Report	C + 1		GC 34090	
1000	016	Mid-Year Details – Budget Item	C + 1		GC 34090	
1000	017	Mid-Year Quarter Performance Report	P		GC 34090	
1000	018	Mid-Year – Budget Adjustments	C + 1		GC 34090	

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1000	019	Proposed Annual Budget	CU + 2		GC 34090	
		September Quarterly Report	C+1			
1000	020	Year End Performance Report	P		GC 34090	
Cash Management						
1000	021	AR Paid Invoices	CU + 4		GC 34090	
1000	022	AR Reports	CU + 4		GC 34090	
1000	023	Assessment Districts – Formation	P			
1000	024	Bank Reconciliation	CU + 5		GC 34090	
1000	025	Bank Statements	5		GC 34090	
1000	026	Cash Receipts – Daily Cash	3		GC 34090	
1000	027	Credit Card & Class Credit Card	3		GC 34090	
1000	028	Daily Cash Summary	3		GC 34090	
1000	029	Investment Report	P		GC 34090; CCP 337; GC 53607	No less than 4 years
General Accounting						
1000	030	Audit Workbooks	P		GC 34090	

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1000	031	Bonds – Long Term Debt	C + 10		GC34090(e); CCP 337.5; GC 53921	
1000	032	Hwy 65 JPA, SPWA, Single Audit	P		GC 34090	
1000	033	Community Facilities District	P		GC 34090	
1000	034	FEMA	CU + 5		GC 34090	
1000	035	Cal EMA	CU + 5		GC 34090	
1000	036	CAFR	P		GC 34090	
1000	037	Fixed Assets	5		GC34090(e); 26 CFR 301 65-1(f)	
1000	038	Franchises	P		GC 34090	
1000	039	General Ledger	5		GC 34090	
1000	040	Grant Files	CU + 5		GC 34090	
1000	041	Fund Transfers	P		GC 34090	
1000	042	Journal Entries	P		GC 34090	
1000	043	Landscape & Lighting Districts	20		GC 34090	
1000	044	State Mandated Costs	CU + 5		GC 34090	
1000	045	Taxes (Other)	5		GC 34090	
Licensing						
1000	046	Licenses (includes applications)	T + 4		GC 34090	

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1000	047	So. Placer County Tourism – Quarterly Assessment Collection	5		GC 34090	
1000	048	Transient Occupancy Tax Collection	5		GC 34090	
Payroll					GC 34090	
1000	049	Adjustments	7		GC 34090	
1000	050	DE3- SUI Report	7		GC 34090	
1000	051	Deduction & Contribution Register	5		GC 34090	
1000	052	Deferred Compensation Report	P		GC 34090	
1000	053	Garnishments	CU + 3		GC 34090	
1000	054	Leave Liability Reports	5	2	GC 34090	
1000	055	Payroll Check Run Posting Register Payroll Check and EFT Register	5		GC 34090	
1000	056	Payroll Register	7		GC 34090; GC 37207	
1000	057	PERS Report	P		GC 34090	
1000	058	Secondary Labor	10		GC 34090	
1000	059	Time Sheets	7		GC 34090(c); CFR 516.2	
1000	060	Year End – W2 Quarterlys, Back- up	7	2	GC 34090	
Utilities						

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1000	061	Bad Debt Accounts	5	5	GC 34090	
1000	062	Customer Deposit Listing	T		GC 34090	
1000	063	Customer Files – Inactive	5		GC 34090	
1000	064	Monthly Revenue Summary Report	3		GC 34090	
1000	065	NAIC Numbers Listing (Proof List)	5		GC 34090	
1000	066	Payments from Credit Bureau	5		GC 34090(c)	
1000	067	Referred to Credit Bureau	5		GC 34090(c)	
1000	068	Remittance Stub	3		GC 34090	
1000	069	Utility Bills Archives	3		GC 34090	
1000	070	Utility Customer correspondence	3		GC 34090	
1000	071	Utility Service Orders	2		GC 34090	
Utility Billing						
1000	072	Billing Reports – Abrd & Upload reports	2		GC 34090(c)	
1000	073	Meter Reading Audit report	2		GC 34090(c)	
Utility Customer Service						
1000	074	Abd – Automatic Bank Draft requests	3		GC 34090(c)	

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1000	075	Cash Receipt – Utility Payments	3		GC 34090(c)	
1000	076	ERAP/Med Applications (Electric Rate Assist Applications)	3		GC 34090	
1000	077	Payment Agreements	3		GC 34090	
1000	078	Returned Checks	3		GC 34090	
1000	079	Vouchers – Project GO / HEAP / Salvation Army	3		GC 34090	
FIRE						
1100	001	Ambulance	7		GC 34090	
1100	002	Arson Investigation Files	6		PC 800; PC 801	Bodily Injury – 6 years Structure – 3 years
1100	003	Cost Recovery (DUI, HazMat)	C + 2		GC 34090	
1100	004	EKG Reports	4		GC 34090	
1100	005	EMS Strips	7		GC 34090	
1100	006	Fire Inspection Reports	2	2	GC 34090	
1100	007	Fire Prevention Inspection Files	P		GC 34090	

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1100	008	Hazardous Materials Files	P	2	GC 34090	
1100	009	Juvenile Firesetter Files	P		GC 34090	
1100	010	Patient Care Reports	7		GC 34090	
1100	011	Refusal Forms	4		GC 34090	
1100	012	Reports – Incident Reports / Dispatch Calls	5		GC 34090	
1100	013	Weed Abatement	5		GC 34090	
HUMAN RESOURCES						
1200	001	Benefits Files	5	2	GC 34090	
1200	002	Bargaining Units	10	5	GC 34090	
1200	003	Classification / Salary Plan	S + 2	S	GC 34090	
1200	004	Consumer Price Index	2	2	GC 34090	
1200	005	EDD Notices	4		GC 34090	
1200	006	Employee Medical Files	P		GC 34090	

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1200	007	Employee Personnel Files	P	C + 2	GC 34090	
1200	008	Labor Relations	P	2	GC 34090	
1200	009	Memoranda of Understanding	P	2	GC 34090	
1200	010	Personnel Board Findings / Opinions / Decisions	P	2	GC 34090	
1200	011	Personnel Board Documents	5	2	GC 34090	
1200	012	Personnel Rules	P	2	GC 34090	
1200	013	Recruitment	C + 3	2	GC 34090	
1200	014	Unemployment Records	T + 3		GC 34090	
1200	015	Volunteer Files	2	2	GC 34090	
Risk Management						
1200	016	Accident / Incident Reports	2	2	GC 34090	
1200	017	CAL OSHA Inspection & Citations	P		GC 34090	
1200	018	Claims	C + 5		GC 25105.5	
1200	019	Employee Training Records	10		GC 34090	
1200	020	FEMA Disaster Claims	10		GC 34090	
1200	021	Insurance Certificates	C + 10		GC 34090	
1200	022	Safety Inspections / Reports / Manuals	2	2	GC 34090	

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1200	023	Subrogation Files	C + 5		GC 34090	
1200	024	Workers Compensation	P		GC 34090	
INFORMATION TECHNOLOGY						
1300	001	Citywide, GIS Aerial Photography	P		GC 34090	
1300	002	Citywide, GIS Datasets (active)	C + 2		GC 34090	
1300	003	Citywide, GIS Datasets (inactive)	C + 2		GC 34090	
1300	004	Digital Video Surveillance moved into Case Management (portions of routine, automated security video identified for retention rather than automatically overwritten or deleted)	1		GC 34090	
1300	005	Digital Video Surveillance not moved into Case Management	30 days			
1300	006	Digital Voicemail / Digital Fax / Radio Communications Recording (non-emergency)	100 days		GC 34090	
1300	007	Disaster Preparedness and Recovery plans	2	2	GC 34090	
1300	008	IT Inventory Records	Life of equipment + 2 years		GC 34090	
1300	009	Programming Source Code	C + 2		GC 34090	

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1300	010	Service Requests / Response records	P		GC 34090	
1300	011	Standard Operating Procedures	3		GC 34090	
1300	012	System Backup Files / Tape Library / Digital Snapshot	3 months		GC 34090	
1300	013	System Log File (Mission Critical / External Agencies)	2		GC 34090	
1300	014	Telecommunication / Cell Phone Billing Records	5		GC 34090	
1300	015	Telephone / Voicemail Log	45 days		GC 34090	
1300	016	Test System (Program / Database)	No retention		GC 34090	
1300	017	Website Contents / Records	No retention		GC 34090	
PARKS, RECREATION & LIBRARIES						
1400	001	Department Timecards	3		GC 34090	
1400	002	Facility Rental Applications and Special Event Applications, Contract and Packet	2		GC 34090	
1400	003	Golf Course Files	10		GC 34090	
1400	004	Liability Waivers / Registration or Membership Forms	5		GC 34090	

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1400	005	Low Income Applications	2		GC 34090	
1400	006	Park, Facility and Golf Course Construction Folders	P		GC 34090	
1400	007	Park and Playground Maintenance Records	P		GC 34090	
Adventure Club						
1400	008	Behavior Reports	5		GC 34090	
1400	009	Check Stubs from the State or County Office of Education	5		GC 34090	
1400	010	Child Care Grant Files	C + 5		GC 34090	
1400	011	Licensing Staff Files	C + 3		GC 34090	
1400	012	Sign In / Out Sheets, Schedule Agreements	C + 5		GC 34090	
1400	013	Student Files	5		GC 34090	
1400	014	Tuition Agreements	C + 5		GC 34090	
Library						
1400	015	California Public Library Report	5		GC 34090	
1400	016	CLSA Direct Loan Files	5		GC 34090	
1400	017	Library Card Records	T + 2		GC 34090	

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1400	018	Log Books / Security Guard Documents	5	2	GC 34090	
1400	019	Public Library Fund Report	5		GC 34090	
1400	020	Reconsideration of Material Forms	P		GC 34090	
1400	021	Survey Forms	2		GC 34090	
1400	022	Statistical Reports	5		GC 34090	
Open Space					GC 34090	
1400	023	Arborist Reports			GC 34090	
1400	024	Annual Biological Monitoring Reports	P		GC 34090	
1400	025	Tree Maintenance Inspections	P		GC 34090	
POLICE						
1500	001	Accident Review Board Investigations	5		GC 34090	
1500	002	Animal Control Documents Bite Reports / Quarantine / Cites	3		GC 34090	
1500	003	Arrest Files of Deceased Persons	2		GC 34090	
1500	004	AVL (Auto Vehicle Location)	1		GC 34090	
1500	005	Audio Recordings • 911 Calls Emergency Radio	100 days 2 2		GC 34090	

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1500	006	Background Request with no history	2		GC 34090	
1500	007	Background Request with history	5		GC 34090	
1500	008	Bail Receipts	2		GC 34090	
1500	009	Booking folder with No Activity	10		GC 34090	
1500	010	Citations	5		GC 34090	
1500	011	Citizen Complaints / Reports / Findings	5		GC 34090	
1500	012	Court Transmittals	2		GC 34090	
1500	013	DA Rosters	2		GC 34090	
1500		Daily Jail Roster	2		GC 34090	
1500	014	Dispatch / Telephone / 911 calls printout and tapes	2		GC 34090	
1500	015	DMV, Suspended, Revoked Notices	3		GC 34090	
1500	016	Equipment citations	3		GC 34090	
1500	017	Field Interrogation Cards	C + 2		GC 34090	
1500	018	Juvenile Disposition Forms/ Sealings	5		GC 34090	
1500	019	Marijuana Filings	2		GC 34090	
1500	020	Crime Reports	5		GC 34090	
1500	021	Officer's Daily Activity Sheets	2			

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1500	022	Parking violation citations / Reviews	2		GC 34090; GC 40215	
1500	023	Pawn Slips	3		B&P 21628; GC 34090	
1500	024	Permit files – Expired	5		GC 34090	
1500	025	Personnel Files (no longer employed)	5		GC 34090	
1500	026	Pistol Sales Reports	2		GC 34090	
1500	027	Police Surveillance Videos moved into Case Management (portions of routine, automated security video identified for retention rather than automatically overwritten or deleted)	1		GC 34090.7	
1500	028	Police Surveillance Videos not moved into Case Management	30 days		GC 34090.3	For uneventful, routine video recordings
1500		LIDAR Enforcement Logs	2		GC 34090	
1500	029	Radio Logs	7		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1500	030	Reports: • Stored/Impounded Vehicle Reports • Injury Attempt Suicide Reports • Lost and Found Reports • Missing Persons Reports • Services (Incident) Reports	5	2	GC 34090	
1500	031	Reports: • Non-Injury Accident Report • Injury Accident Reports • Felony Crime • Monthly Statistic	7	2	GC 34090	
1500	032	Repossession Reports	2		GC 34090	
1500	033	Retraining Orders	C		PC 273.5; PC 273.6; PC 646.9	PC 273.5 amended by SB 1005 (2016)
1500	034	Subpoena Records	3		GC 34090	
1500	035	Death Investigation Reports	10		GC 34090	
1500	036	Swap Meet Seller forms	3		GC 34090	
1500	037	Use of Force reviews	5		GC 34090	

C = closed

CU = current year

P= permanent

S = until superceded

T = terminated

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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1500	038	Yana Application & Call Logs	2		GC 34090	
PUBLIC WORKS						
Alternative Transportation						
1600	001	ADA Para Transit Files	C + 1		GC 34090	
1600	002	Bicycle Path Files	10	2	GC 34090	
1600	003	Bus Shelter	C + 3	2	GC 34090	
1600	004	Customer Complaints, Reports, Findings	FTA Review Period + 3		GC 34090	
1600	005	Discount Photo Card Applications	3		GC 34090	
1600		FTA Audit Materials	S + 1		GC 34090	
1600	006	Grant Files	C + 3		GC 34090	
1600	007	Grants – Proposition 1B	C + 35		GC 34090	
1600	008	Bus Video (moved into Case Management	2		GC 34090	
1600	009	Bus Video (not moved into Case Management	30 days		GC 34090	
1600	010	National Transit Database Report Files	FTA Review Period + 3		GC 34090	
1600	011	Passenger Incident Report	FTA Review Period + 3		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1600	013	Roseville Transit Boarding & Alighting Sheets	FTA Review Period + 3		GC 34090	
1600	016	Transit Contractors Monthly Reports	FTA Review Period + 3		GC 34090	
1600	017	Transit Pass Purchase Requests	2		GC 34090	
1600	018	Transportation Development Act Files	C + 3		GC 34090	
1600	019	Transportation Planning Files	S + 2		GC 34090	
1600	020	Transportation Project Files	C + 10		GC 34090	
1600	021	TSM Files – no TSM Plan, No Bikeway Issues and no Transit Issues	3	2	GC 34090	
1600	022	TSM Files – with TSM Plan, Bikeway Issues or Transit Issues	P	2	GC 34090	
1600	023	TSM Survey	6	2	GC 34090	
1600	024	Daily Bus Reports	2	2	GC 34090	
Engineering						

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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1600	025	CIP	C + 2 For Federally Funded Projects C + 3	C + 2	GC 34090	
1600	026	Contract Administration Files	C + 2 For Federally Funded Projects C + 3		GC 34090	
1600	027	Flood Control	20		GC 34090	
1600	028	Sidewalks & Curbs	C + 2		GC 34090	
1600	029	Soil Reports	P		GC 34090	
1600	030	Specifications	P		GC 34090	
1600	031	Streets Projects/Assignments to Street Maintenance & Contractors	P	5	GC 34090	
1600	032	Traffic Files	5		GC 34090	
1600	033	• Photo Red Light	5		GC 34090	
1600	034	• Traffic Signals (Warrants & Timing)	5		GC 34090	
	035	• Traffic Studies	10		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
-------------------------	------	---------	-----------------------	------------------------	----------	---------

1600	036	USA's	2		GC 34090	
	037	Traffic Control Plans	2		GC 34090	
Street Maintenance						
1600	038	Daily Worksheets, Stand-By Worksheets	2	2	GC 34090	
1600	039	Engineering Project Requests	2	2	GC 34090	
1600	040	Oversize Load Transportation Permits	2	2	GC 34090	
1600	041	Service Requests & Work Orders for Street Maintenance Assets	P		GC 34090	
1600	042	Traffic Control Plans	2	2	GC 34090	

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P= permanent

S = until superceded

T = terminated

NON RECORDS
No Retention Schedule

DESCRIPTION OF RECORDS	COMMENTS
Instant Messaging	
Library Materials	
Non City Posters, Brochures and Flyers	
Non City Press Releases	
Price Lists, Catalogs, Brochures	
Publications from outside sources	
Testing and Development System	
Transitory Records (DRAFTS)	
Website Contents & Records	

C = closed

CU = current year

P= permanent

S = until superceded

T = terminated



COUNCIL COMMUNICATION

CC #: 7987
File #: 0109-02

Title: Street Closure Request - Oktoberfest and Farmers Market - October 22, 2016
Contact: Jamie Hazen (916) 774-5978 jhazen@roseville.ca.us

Meeting Date: 9/21/2016
Item #: 7.19.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the City Manager or his designee to approve street closures for the Oktoberfest and Farmers Market events on October 22, 2016 as follows:

- Grant Street between Oak Street and Vernon Street, 7:00 a.m. – 7:00 p.m.
- Vernon Street between Grant Street and E. Washington Boulevard, 7:00 a.m. – 2 p.m.

BACKGROUND

On October 22, 2016 the Parks, Recreation & Libraries Department will be hosting the third annual Oktoberfest. This community event will run 1:00 p.m. - 5:00 p.m. on the Vernon Street Town Square (VSTS) and along S. Grant Street respectively. The event will showcase a variety of local and regional breweries, food vendors and live music. This event is for those 21 and over. The entire VSTS will be fenced off and will require a paid admission and ID check. Last year, this successful event had more than 800 people in attendance, 13 breweries from the region and 4 local food vendors.

The 300 block of Vernon Street will be closed due to relocating the weekly farmers market from 8:00 am to 2:00 pm during the Oktoberfest event; the closure of Vernon Street will be removed at the conclusion of the farmers market and clean up, while S. Grant will remain closed until 7:00 p.m.

Parks, Recreation & Libraries staff have notified Alternative Transportation staff for potential impacts to bus service. In addition to notifying businesses directly impacted, we continue to provide the "Downtown Roseville Area Street Closures" e-newsletter, which provides a listing of all future planned street closures in the downtown area to subscribers.

FISCAL IMPACT

Funding for this event is included in the Parks, Recreation & Libraries FY 2016/17 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Although there are no jobs created as a result of events in downtown area, the exposure could have a positive impact to the businesses in the downtown area.

ENVIRONMENTAL REVIEW

To safely accommodate the event requires temporary street closures. 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)). Because the request for temporary street closures does not include the potential for a significant environmental effect, it is not subject to CEQA.

Respectfully Submitted,

Jamie Hazen, Community Relations Analyst

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-409

RESOLUTION NO. 16-409

APPROVING THE CLOSING OF CERTAIN STREETS FOR
CITY SPONSORED OKTOBERFEST AND FARMERS MARKET
IN THE VERNON STREET TOWN SQUARE

WHEREAS, staff has requested the consent of the City Council to close certain streets for city sponsored Downtown Area Special Events in the Vernon Street Town Square, and

WHEREAS, the Council desires to formally approve said request, with certain conditions,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Oktoberfest and Farmers Market (“the events”) to be held on Saturday, October 22, 2016 from 8:00 am to 5:00 pm, is hereby approved and subject to the following terms and conditions:

1. The following street may be closed to traffic between 7:00 am to 7:00 pm on Saturday, October 22, 2016:

a. Grant Street between Oak Street and Vernon Street.

2. The following street may be closed to traffic between 7:00 am to 2:00 pm on Saturday, October 22, 2016:

a. Vernon Street between Grant Street and E. Washington Boulevard.

3. Adequate barriers and warning signs, as requested by the City Manager, shall be placed at all street entrances and alleys leading into the closed area. No markings of any kind will be permitted on the street.

4. All debris, booths, exhibits, or other materials resulting from the event shall be completely removed and the alleyway shall be reopened to traffic by end of street closure on the date of the event.

5. The City of Roseville shall notify in writing all businesses located on the streets to be closed of the event and the planned street closures not later than five (5) days in advance of the event.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 7975
File #: 0800-04

Title: Hillcrest Storm Drain Improvement Project - Professional Design Services Agreement Amendment
Contact: Noah Siviglia (916) 746-1379 nsiviglia@roseville.ca.us

Meeting Date: 9/21/2016
Item #: 7.20.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the First Amendment to the Professional Design Services Agreements with Wood Rodgers, Inc. for the design of approximately 3,000 linear feet of additional storm drain mainline, environmental permitting, bid and construction support for the Hillcrest Storm Drain Improvement Project, and authorize the City Manager to execute it on behalf of the City.

BACKGROUND

The project is located in the Hillcrest neighborhood, which is the area west of I-80, between Darling Way and Douglas Blvd. This neighborhood was originally constructed between the mid 1940's and 1950's. In the years since, staff has been required to perform routine maintenance during storm events to clear leaves and debris from old-style storm drain inlets that have limited capacity. Additionally, during major storms, the capacity of the storm drain mainlines are routinely exceeded causing standing water in streets and in a few circumstances flowing into homeowners' garages. Staff has received numerous requests from the Hillcrest residents over the years to help improve drainage in the neighborhood.

Staff advertised a request for proposals (RFP) on January 13, 2015, for analysis of the existing storm drain system and to prepare improvement plans. Staff reviewed the proposals and selected Wood Rodgers, Inc. based on their project understanding, experience with similar projects and their ideas to improve the drainage. Wood Rodgers has since completed the drainage study of the existing system and identified recommended improvements. Staff has reviewed the drainage study in depth and also worked closely with Wood Rodgers to determine the appropriate upgrades. The drainage study ultimately determined that a full replacement of the storm drain mainline would be required to effectively drain the area. This new scope exceeds that identified in the original agreement by requiring an additional 3,000 linear feet of storm drain main line. Additionally, environmental permits will now be required since the improvements will extend to the storm drain outfall along Dry Creek.

The original agreement was approved by the Council on August 5th, 2015 for the not to exceed amount of \$218,279.00. The requested amendment includes approximately \$180,000 for the additional design scope, \$35,000 for environmental permitting, and \$10,000 for bid and construction support. The total cost of the amendment is \$228,090.66, bringing the total contract fee to \$446,369.66.

We anticipate design and permitting to be completed by January 2017 with construction starting in late spring of 2017.

PUBLIC OUTREACH: Staff will be mailing an informational flyer to all the residents within the project area informing them of the project scope and current schedule. The flyer will also include information that City staff will be attending one of the regular occurring neighborhood association meetings to discuss the project and any questions or concerns regarding the project.

FISCAL IMPACT

The project is fully funded with Gas Tax and there are sufficient funds in the project account for the requested amendment. No General Funds are allocated for this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines, there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this amendment will create 2.5 jobs.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The Professional Design Service Agreement First Amendment for the Hillcrest Storm Drain Improvement Project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Noah Siviglia, Assistant Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

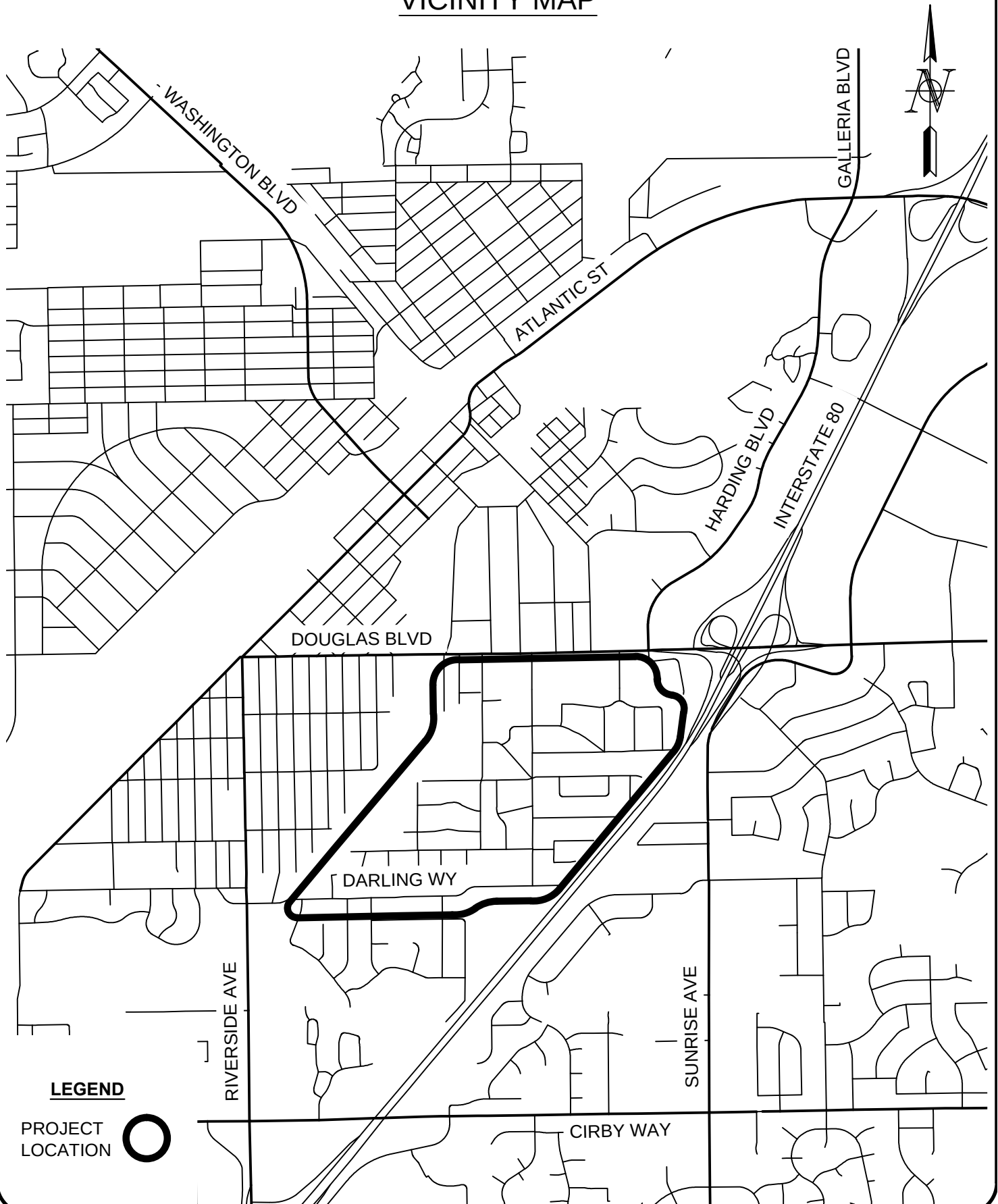
ATTACHMENTS:**Description**

Project Location Map

Resolution No. 16-401

First Amendment to Professional Design Service Agreement with Wood Rodgers Inc.

"FIGURE 1"
HILLCREST STORM DRAIN IMPROVEMENT PROJECT
VICINITY MAP



RESOLUTION NO. 16-401

APPROVING A FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES
AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND WOOD ROGERS, INC., 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 Hillcrest Storm Drain Improvement project, by and between the City of Roseville and Wood Rogers, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL DESIGN SERVICES AGREEMENT**

Hillcrest Storm Drain Improvement Project

THIS FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT ("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 Wood Rogers, Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Design Services Agreement ("Agreement") dated August 5, 2015, regarding the Hillcrest Storm Drain Improvement Project ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated June 30, 2016, which is attached hereto as Exhibit "A" and incorporated herein by this reference; and

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

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit "A" of this First Amendment to Agreement, attached hereto and incorporated herein by this reference.
2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to

read as follows:

“CITY shall pay two hundred twenty-eight thousand, ninety dollars and sixty-six cents (\$228,090.66), 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 four hundred forty-six thousand, three hundred sixty-nine dollars and sixty-six cents (\$446,369.66).”

3. A Paragraph 21 is hereby added to the agreement, which reads as follows:

“21. Prevailing Wage. CONSULTANT shall comply with all applicable prevailing wage laws for services performed under this Agreement. Additionally, CONSULTANT shall require its subcontractors, if any, to comply with all applicable prevailing wage laws for services performed under this Agreement. In accordance with Section 1775 of the California Labor Code the CONSULTANT shall forfeit as a penalty to the CITY fifty dollars (\$50.00), and/or such other penalty amounts required by statute, for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for such work or craft in which such worker is employed for any work done under this Agreement by the CONSULTANT or by any subcontractor under the CONSULTANT in violation of the provisions of the California Labor Code and in particular, Labor Code sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT. Moreover,

CITY shall have the right to withhold payment in such amounts as directed by the Department of Industrial Relations or Labor Commissioner. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the follow website address: <http://www.dir.ca.gov/DLSR/PWD/Northern.html>. During the performance of this Agreement, CONSULTANT and its subcontractors, if applicable, shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. CONSULTANT is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.”

4. 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

WOOD ROGERS, INC., a California
corporation

BY: _____
ROB JENSEN
City Manager

BY:  _____
its: President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
RHON HERNDON
Public Works Director

and

BY:  _____

its: Vice President

EXHIBIT “A”



June 30, 2016

Mr. Noah Siviglia
City of Roseville
311 Vernon Street
Roseville, California 95678

Dear Mr. Siviglia,

Subject: Addendum Request for Hillcrest Storm Drain Improvement Project

PURPOSE

The purpose of this addendum request is to provide a scope and budget for the work that is anticipated to be required to prepare plans, specifications, an estimate, and related tasks for storm drainage system improvements for the area tributary to the outfall at the north end of Marietti Way.

BACKGROUND

Prior to a progress meeting on April 14, 2016, it had been anticipated that drainage system improvements would generally include upgrading catch basins and other localized improvements. However, detailed flood modeling showed that the anticipated upgrades would not significantly improve drainage conditions for even a two-year storm. The Drainage Master Plan analysis performed as part of Task 5.0 prior to the meeting on April 14 provided a preliminary drainage system configuration that would provide capacity for a 10-year storm. Additional analysis was requested by the City during this meeting and also via e-mail on April 28. A field survey to determine doorsill elevations and other analyses were completed and results were provided to the City. By May 23, the City had concluded that an option to drain the streets in a 10-year event and also keeping flood levels below the lowest finished floor (as estimated by the doorsill elevations) in a 100-year event would be appropriate.

REVISED SCOPE

The identification numbers for Tasks 1.1 through 8.1 below correspond to the original Tasks 1.0 through 8.0 and describe work performed and anticipated to be required to complete the project beyond that work which had been done prior to April 14, 2016. Task 4.2 provides a separate task number for potholing to distinguish it from other utility coordination and investigation. Task 9.1 replaces the optional Task 9.0 from the proposal. Task 10.1 has been added to include a geotechnical investigation. Task 11.1 has been added to provide limited support during the bidding and construction phases of the project.

Task 1.1 – Meetings and Project Management

Perform additional coordination and other project management for the expanded project. It is anticipated that the project design will be completed within six months of receiving the contract amendment and that three (3) progress meeting will be held during this period.

Task 2.1 – Data Collection

Additional field survey data of doorsill elevations was collected to evaluate the risk to structures in 100-year flood conditions and to obtain topographic information at the outfall as part of the effort to determine the expanded scope for the drainage improvements. Additional field surveys will be performed at 11 sanitary sewers and 11 storm drain manholes to obtain rim and invert elevations for comparison to as-built records and to provide a substantiated basis for design and estimating.

Task 3.1 – Existing Conditions Hydrology and Hydraulic Modeling

Analysis and presentation of 100-year flood conditions was prepared as part of the effort to determine the expanded scope for the drainage improvements.

Task 4.1 – Utilities Coordination

The pothole locations will be surveyed. An additional day of field survey time was added to collect surface utility location information (in addition to survey included in the original scope).

Task 4.2 – Potholing

Utility location efforts will be required to find sewer laterals at locations where these could interfere with the profile of the replacement storm drain. Some potholing of other utilities may also be required. A scope that provides unit pricing for potholing was obtained (**Exhibit A**). Because the number and nature of the potholing effort is not defined, a subcontract budget increase of \$10,000 (from \$10,000 to \$20,000) has been included in the addendum request. A potholing plan will be submitted to the City for review and approval before authorizing Arrow Construction to proceed.

Task 5.1 – Drainage Master Plan

An analysis was performed to determine 100-year flood conditions with a system sized for 10-year flows. Additional analyses will be performed to evaluate system modifications to reduce Azure Court street flooding during a 10-year storm. An analysis will also be performed to document the expected performance of the design configuration.

Task – 6.1 Prepare 65% PS&E

1. Prepare a new map layout and index for plan and profile sheets and plan sheets. Prepare plan and profile sheets. Show approximate locations of sewer, water, gas and underground communication lines from the City and other utility provided drawings. Prepare plan sheets for other areas.

- a. 40':1" plan and profile layout will require 9 sheets:
 - i. Marietti Way (1)
 - ii. Vine Avenue (2)
 - iii. Keehner Avenue (1)
 - iv. Melrose Avenue (1)
 - v. Vinewood Avenue (1)
 - vi. King Road/Poppy Lane (1)
 - vii. Colnar Street/Hillcrest Avenue/Sunset Drive (1)
 - viii. Camelia Avenue/Bonny Knoll Road (1)
- b. Hillcrest Avenue to Melrose Avenue (1 sheet) (20'=1", plan, profile & details)
- c. 40':1" plans for areas without profiles will require 8 sheets
 - i. Darling Way (2)
 - ii. King Road/Franklin Street (1)
 - iii. Keehner (1)
 - iv. Miscellaneous (4)

- 2. Prepare storm drainage system improvement details; up to 10 details on 2 sheets.
- 3. The curb ramp improvement details will be advanced to 90% design for the overall 65% submittal based on resolution of curb ramp issues during the April 14, 2016 progress meeting.
- 4. Provide special provisions and opinions of probable cost for improvements shown on the 65% plan set.

Task 7.1 – Prepare 90% PS&E

The scope for preparation of 90% plan, specification and estimate (PS&E) is expanded from the original scope based on the increased design complexity. A traffic control plan and corresponding special provisions will be prepared.

Task 8.1 – Prepare 100% PS&E

The scope for preparation of 100% PS&E is expanded from the original scope based on the increased design complexity.

Task 9.1 – Environmental Permitting

ICF Jones & Stokes (ICF) will support obtaining the environmental permits anticipated to be necessary for construction of the storm drainage system outfall as detailed in the attached proposal dated June 13, 2016 (**Exhibit B**). Application and notification fees to California Department of Fish and Wildlife (CDFW) and the Regional Water Quality Control Board (RWQCB) will be paid indirectly by the City and anticipated fees are included in the Wood Rodgers project budget for reimbursable expenses. Inclusion of these expenses are based on the assumptions that the CDFW fee will be \$921 (based on an outfall cost of \$25,000-\$50,000) and the RWQCB fee will be \$851 (based on 20 linear feet or 0.15 acres of fill).

Task 10.1 – Geotechnical Services

Exploration will be performed by drilling two test borings to depths of 20 feet below the existing ground surface, one along Marietti Way and one along Vine Avenue, where proposed trench depths are relatively deep. The purposes of the explorations are to:

- Document groundwater measurements along this portion of the alignment.
- Document in situ moisture content.
- Obtain samples for Occupational Safety and Health Administration (OSHA) soil type classification.
- Obtain samples for testing as suitability of backfill.
- Develop soil properties for reference in design of trench stabilization measures.

The Natural Resource Conservation Service's (NRCS) web page was accessed to review engineering properties of the near surface (i.e., upper 5 to 6 feet) soil profile. The upper 5 to 6 feet of the soil profile along the alignment is typically classified as low plastic sandy loam (SC) and clay loam (CL). In addition to the NRCS web page, the California Department of Water

Resources' (DWR) Water Data Library was accessed to develop a sense of groundwater depth in the vicinity to the project. Groundwater depth near Garbolino Park approaches 22 feet.

Soils will be sampled with a two-inch OD split-spoon sampler driven by a standard 140-pound drive hammer with at 30-inch stroke. The number of blows to drive the sampler one-foot into undisturbed soil (Standard Penetration Test, ASTM D1586) is an indication of the soil consistency and shear strength of the material. Wood Rodgers' geotechnical personnel will log material encountered during exploration. The groundwater surface will be measured if encountered. Representative samples will be returned to our laboratory for testing.

Representative samples of the trench sidewall soils will be tested in the laboratory for index properties, moisture content (ASTM D2216), grain size distribution (ASTM D6913), and plasticity (ASTM D4318). These index properties are indicative of mechanical behavior of the soils and will be compared against published charts to develop soil strength parameters such as cohesion and angle of internal friction.

Upon completion of Wood Rodgers' field, laboratory, and office studies, a geotechnical letter report will developed for the project and will discuss the following:

- Description of the project site with the approximate locations of our explorations shown on a Site Plan.
- Descriptive logs of the explorations performed for this study.
- General summary of the site soils and geology.
- Summary of surface and groundwater conditions encountered.
- Trenching and excavation considerations, including OSHA soil types encountered in our explorations.
- Comparison of site soils against standard details for trench backfill.
- Structural pavement section requirements for trench patches.

Task 11.1 Bid and Construction Support

Wood Rodgers will provide support to the City during the bidding and construction phases of the project on a time and materials basis. Work may include participation in a pre-bid meeting, response to requests-for-information (RFIs), and review of contractor submittals as requested by the City. The budget for this support is for the indicated level of effort.

Mr. Noah Siviglia
June 30, 2016
Page 6 of 6

REVISIONS TO ASSUMPTIONS

- Wood Rodgers will vertically adjust DWR LiDAR data using points surveyed on the streets for the curb ramp design. This will provide the source data for existing grade lines on the drawings.
- Wood Rodgers will rely on information provided by the City for parcel map and easement information.
- A single set of plans will be provided for Project construction in one phase.
- The Project will be eligible for a Rainfall Erosivity Waiver due to the timing and duration of construction. No Storm Water Pollution Prevention Plan (SWPPP) or National Pollutant Discharge Elimination System (NPDES) issues will need to be addressed by Wood Rodgers.

BUDGET

Wood Rodgers' proposed budget for this work is shown on **Table 1** (attached). Wood Rodgers proposes to perform the above Scope of Work on a Time and Materials basis not to exceed the total fee included in Table 1 without prior written authorization by the City of Roseville. The rates indicated in Table 1 will be used through December 31, 2016. Billing rates for 2017 will escalate by 6 percent without exceeding the total not-to-exceed without prior authorization limit. In addition, the unit price estimate from Arrow Construction (**Exhibit A**) and the proposal from ICF (**Exhibit B**) have been included.

If you have any questions regarding this addendum request, please contact me at 916-440-8131 or contact our Project Manager, Harvey Oslick, at 916-326-5297.

Sincerely,



Mark Rayback, P.E.
Vice President

Enclosures: Table 1, Exhibit A, Exhibit B

Table 1
WOOD RODGERS PROPOSED BUDGET REVISION
City of Roseville
Hillcrest Storm Drain Improvement Project
Hours and Cost Estimate

WOOD RODGERS CONSULTING CORPORATION 8000	
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EXHIBIT A



PROPOSAL FOR SERVICES

Wet/Dry Utilities | Directional Drilling | Potholing | Asphalt Paving | Concrete | TVI Inspection

 1850 Diesel Dr. 916-640-0800
 Sacramento, CA 95838 916-640-0700 fax

 Additional Office Locations:
 Modesto / Reno / San Leandro

 CA License 708757
 NV License 63279
 MBE Cert. 10110077
 DIR 1000001881

Work to be contracted with: Wood Rodgers	Job Name: Hillcrest Storm Drain Potholing	Encroachment Permit Status: Needed
Address: 3301 C St. Bldg. 100-B Sacramento, CA. 95816	Location: Hillcrest Ave. Roseville CA	TC Plan Needed: Needed
Phone: 916-3417760	Owner: 0	Prevailing Wage: YES
Fax: 916-341-7767	Prime Contractor & No. N/A	Private Wage: NO
Contact Person: hoslick@WoodRodgers.com	Engineer or Architect:	

DESCRIPTION OF WORK:

Arrow Construction will furnish all required labor, equipment, materials, and incidentals required for the following:

- * Mobilize equipment to site
- * Mark site for USA
- * Pothole utilities marked by USA
- * Provide TVI locating of gravity lines on a daily rate if not located by municipality
- * Provide traffic control if required
- * Provide GPS locating of pothole information
- * Restore potholes in Asphalt location approx. 9sf ea. @ 4" deep

SEE ATTACHMENT FOR TERMS, CONDITIONS, & EXCLUSIONS

Specifically we require customer to provide the following :

- * Any and all required permits
- * Coordination of inspection
- * Any and all field engineering or layout
- * Price is based on good soil condition for potholing and excludes any rock, cobble, and hard pan.
- * Unit rates apply
- * Work M-F 7:30 - 3:30

BASE WORK :

QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTEND PRICE
10	EA	Pothole Existing Utilities < 5' Deep	\$400.00	\$4,000
20	LF	Pothole Existing Utilities > 5' Deep Each Add. Foot	\$100.00	\$2,000
10	EA	Pave Pothole 4" AC	\$350.00	\$3,500
1	DY	Traffic Control	\$1,785.00	\$1,785
1	DY	TVI Locating	\$2,550.00	\$2,550

ADDITIVE ALTERNATES :

TOTAL \$13,835

TOTAL \$0.00

WE PROPOSE TO FURNISH EQUIPMENT, LABOR AND MATERIALS AS DESCRIBED ABOVE FOR THE SUM TOTAL OF:

BASE AMOUNT : Thirteen Thousand Eight Hundred Thirty Five DOLLARS \$ \$13,835

By endorsing this proposal below the customer herein agrees to the scope of work and attached terms of sale.

BY: Dan Jones

BY:

DATE: 6/9/2016

DATE:

ARROW CONSTRUCTION

Wood Rodgers

 170351 Hillcrest Storm Drain Potholing^A

EXHIBIT B



June 13, 2016

Harvey Oslick
Wood Rodgers, Inc.
3301 C St
Sacramento, CA 95816

Subject: Environmental Services for the Hillcrest Storm Drain Project, City of Roseville, CA

Dear Harvey:

ICF Jones & Stokes, Inc. (an ICF International company hereafter "ICF") is providing you this scope of work letter and attached cost estimate spreadsheet to assist the City of Roseville (City) in obtaining necessary environmental permits for the Hillcrest Storm Drain Project. It is our understanding that the project will involve the replacement of an existing 20" outfall with a 48" outfall and will require work within the riparian zone, bed, and bank of an intermittent tributary to Dry Creek. To support acquisition of a Clean Water Act (CWA) Section 404 Nationwide Permit verification letter from the U.S. Army Corps of Engineers (USACE), a CWA Section 401 Water Quality Certification from the Regional Water Quality Control Board (RWQCB), and a Lake or Streambed Alteration Agreement (LSAA) from California Department of Fish and Wildlife (CDFW) ICF will conduct biological and cultural resources surveys of the project area, and prepare the necessary permit applications and notification materials for submittal to the regulatory agencies.

Scope of Work and Assumptions

The scope and cost was based on the following assumptions:

- One day field survey will be conducted to identify and evaluate existing habitat conditions and identify potential project effects.
- A project description and a map depicting disturbance boundaries (including access routes and staging areas) will be provided by Wood Rodgers.
- A description of type and cubic yards of fill will be provided by Wood Rodgers.
- Application and notification fees to CDFW and RWQCB will be provided by the City.
- A hydrological study or other information on site hydraulics (e.g., flows, channel characteristics, and/or flood recurrence intervals) will not be required to evaluate potential project effects on hydrology.
- The project will not adversely affect federal or state listed species or cultural resources.
- USACE will not initiate formal consultation under Section 7 of the Endangered Species Act.
- A separate Wetland Delineation will not be prepared. An aquatic resources map will be submitted concurrently with the Nationwide Permit Pre-Construction Notification along with a request for a Preliminary Jurisdictional Determination.
- USACE will not require a site visit in order to provide a Preliminary Jurisdictional Determination.

- Mitigation and Restoration plans will not be prepared and that the USACE, RWQCB, and CDFW will accept mitigation bank and/or regulatory in-lieu fee program credits (purchased by the Applicant) as mitigation.
- There will not be any properties containing buildings 50 years old or older will be included in the APE, and that no cultural resources will need to be evaluated for eligibility for listing on the National Register of Historic Places.
- The project will qualify for a Categorical Exemption under CEQA.

Task 1: Cultural Resources Evaluation

ICF will conduct archival research, review existing information, and request a records search from the North Central Information Center (NCIC) for previous studies and previously recorded sites within the proposed project area and within a ½ mile radius. We will contact the Native American Heritage Commission to request a search of their sacred lands database and a list of local Native American representatives. ICF will send letters to the Native American representatives informing them of the project and asking if they know of any resources in the Project area. ICF will also send letters requesting information to local historical societies and museums that may have interest in the area. ICF will then survey the site for archaeological resources.

A separate APE map and cultural report will be prepared for this project to support Section 106 compliance and 404/NWP authorization from the USACE.

Deliverables:

- APE map and Cultural Resources Report.

Task 2. Conduct Biological Resources Study and Prepare a Letter Report

An ICF biologist will conduct a one day reconnaissance- level field survey of the project area (including staging and access areas) to identify and describe existing plant communities and associated wildlife habitats; determine the potential for special- status species to occur in the area; evaluate potential project effects on sensitive biological resources, map potentially jurisdictional wetlands and other waters, and identify avoidance/minimization measures that may be recommended to avoid direct and indirect effects on sensitive biological resources.

Study methods and results will be described in a letter report and will include the necessary information to support preparation of the Permit applications. The letter report will include a map of the project area and location of any sensitive resources found within or near the project area. Additionally, we will prepare a map of aquatic resources suitable for submittal to the USACE with the Nationwide Permit PCN package and request for a Preliminary Jurisdictional Determination.

Deliverables

- Biological resources letter report in electronic format.
- Aquatic Resources Map

Harvey Oslick
June 13, 2016

Task 3. Assist with Obtaining Clean Water Act Section 404/Nationwide Permit Authorization (USACE)

Under this task, ICF will prepare a Pre-Construction Notification (PCN) package that includes a project need and purpose, project description, project impacts, and demonstrates compliance with all terms and conditions of the Nationwide Permit Program. The aquatic resources map prepared in Task 2 will be submitted concurrently with the PCN and request for a Preliminary Jurisdictional Determination. Compensatory mitigation for impacts on waters of the United States will be proposed through a mitigation bank or the in lieu fee program credits (if there is any permanent fill placed into waters of the United States that may require compensatory wetland credit purchase).

As part of the PCN, ICF will include the Biological Resources Report (Task 2) and a copy of the cultural resources/Section 106 report (Task 1). A draft PCN will be submitted to the City for review before submission to USACE.

Deliverables

- Draft PCN package in PDF format for review by Wood Rodgers and the City.
- Final PCN package for submittal to USACE.

Task 4. Assist with Obtaining Clean Water Act Section 401 Water Quality Certification (RWQCB)

As part of this subtask, ICF will compile the necessary information and submit a complete application package to RWQCB, along with the certification fee to be provided by the City. This permit requires compliance with the California Environmental Quality Act (CEQA). ICF assumes that the City will determine that the proposed project will qualify for a Categorical Exemption under CEQA and the City will file a notice of exemption (NOE).

Deliverables

- Draft application package in PDF format for review by Wood Rodgers and the City.
- Final application package for submittal to RWQCB.

Task 5. Prepare Application for a Lake and Streambed Alteration Agreement

Using project information provided by Wood Rodgers and results of ICF's biological resource studies (described under Task 2), we will prepare a notification for a LSAA, describing the project features; construction period; construction equipment and methods; the dimensions of the bank or channel modifications in length (linear feet) and area (square feet or acres) and the type and volume of material (cubic yards) that will be moved, displaced, or otherwise disturbed, if applicable. In addition, the application package will describe temporary and permanent impacts to vegetation, fish, and wildlife (if there are any); and proposed Avoidance and Minimization Measures (AMMs).

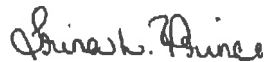
Deliverables

- Draft LSAA Notification package in PDF format for review by Wood Rodgers and the City.
- Final LSAA Notification package for submittal to CDFW.

The budget for this project is shown on the attached cost estimate. We may substitute staff or move the hours between staff and tasks as needed depending on the actual level of effort and personnel needed. ICF proposes to invoice costs monthly, on a time and materials basis.

ICF looks forward to negotiating mutually acceptable terms and conditions. Thank you for the opportunity to provide this scope. Please contact Susan Bushnell-Bergfalk at (916)231-7687 or Bonnie Peterson at (916) 231-7633 if you have any questions about our scope or cost estimate.

Sincerely,

A handwritten signature in cursive script that reads "Trina L. Prince".

Trina L. Prince
Contracts Administrator

Attachments:
Table 1: Cost Estimate

Table 1. Cost Estimate for Hillcrest

Task	Employee Name	Project Role	Consulting Staff					Production Staff				Direct Expenses	Total Price
			Bushnell Bergfolk S	Peterson B	Havelaar C	Pappas S	Schiff D						
Labor Classification			Proj Dir	Assoc Consult III	Sr Consult III	Sr Consult I	Assoc Consult III	Subtotal	Editor	Pub Spec	Subtotal	Labor Total	
Section 106 Support: Cultural Resources Report						52	6	\$7,930	1	1	\$190	\$8,120	\$600
Biological Resources Assessment			2	45			3	\$6,685			\$0	\$6,685	\$120
USACE Section 404 NWP Application			2	40			3	\$6,035			\$0	\$6,035	\$120
CVRWQCB Section 401 Application			2	30			2	\$4,590			\$0	\$4,590	
CDFW Streambed Alteration Agreement Application			2	30			2	\$4,590			\$0	\$4,590	
Total hours			8	145	2	52	16		1	1			
ICF E&P 2016 Billing Rates			\$200	\$130	\$150	\$130	\$145		\$95	\$95			
Subtotals			\$1,500	\$18,850	\$300	\$6,760	\$2,320	\$29,830	\$95	\$95	\$190	\$30,020	
Direct Expenses													\$84
Mark up on all non-labor costs and subcontractors:		10%											\$924
Direct expense subtotal													
Total price													\$30,944



COUNCIL COMMUNICATION

CC #: 7978

File #: 0201-01 & 0800-02

Title: Arc Flash Hazard Analysis - Professional Services Agreement Amendment and Budget Adjustment

Contact: Charles Aycock (916) 746-1887 caycock@roseville.ca.u

Meeting Date: 9/21/2016

Item #: 7.21.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the City Manager to execute the Professional Services Agreement (PSA) with Carollo Engineers Inc. in the amount of \$153,888.00 for Arc Flash Hazard Analysis (AFHA) engineering services.

Staff also recommends that City Council adopt an ordinance approving the attached budget adjustment. The budget adjustment will transfer \$20,000.00 from the Highway Users Tax Fund, 00252, to Capital Improvement Project 30003/153002.

BACKGROUND

An arc flash hazard is defined by the NFPA as "a dangerous condition associated with the possible release of energy caused by an electric arc". Arc flash incidents are typically caused by equipment malfunction, or human error. Calculating the potential magnitude of the arc flash hazard at our electrical equipment is essential to determining appropriate safety clothing for City staff and contractors who may need to interact with our electrical systems.

The Standard for Electrical Safety in the Workplace, NFPA-70E, requires that our Electrical Safety Program must include an arc flash hazard risk assessment to determine the potential magnitude and likelihood of an arc flash incident. Once the arc flash hazard risk assessment is completed, it will help determine what mitigation measures are required and whether mitigation measures require elimination of the hazard, engineering controls, staff training, standard operating procedure establishment, or use of arc rated personnel protective equipment. Environmental Utilities Department (EUD) facilities to be assessed are part of several systems including Water Distribution (17), Wastewater Collection (15), and Recycled Water sites (2). In addition, Environmental Utilities Department performs the electrical maintenance on the Storm Water Lift Stations (6) that are operated by the Public Works Department, thus they were also included in this project.

In May 2016, EUD released a Request For Proposals (RFP) to solicit proposals from firms qualified to perform Arc Flash Hazard Assessment engineering services, in accordance with the RFP requirements. Eight (8) proposals were received in response to the RFP. A formal proposal ranking process was conducted by three Environmental Utilities Department staff members and a

member of the City Attorney department. The Carollo Engineers, Inc. proposal was selected as the highest ranked proposal, and negotiations were successfully completed with their firm.

In general, the scope of work for each of the forty (40) sites in the project includes:

- Gathering detailed electrical system data for each of the remote sites listed in the RFP. This includes manufacturer, model and settings for all protective devices, and cable, lengths, sizes and types for every cable.
- Coordination with the City to ensure all asset and device tag nomenclatures are updated to reflect current EUD standards
- Conduct arc flash hazard analysis to determine the incident energies, arc flash boundaries, short circuit currents and arcing currents.
- Collaborate with EUD to perform risk assessment for each of the sites to determine appropriate mitigation measures to reduce arc flash hazard levels below 8cal/cm-2, as determined by the risk assessment.
- Provide engineering drawings, proposed bill of materials and an engineering estimate to complete the work for locations where equipment modifications are deemed necessary by the risk assessment to reduce incident energy levels below 8cal/cm-2.
- Providing arc flash labels for all required locations.

EUD staff have coordinated with Public Works Department (PWD) staff to include the (6) small storm water sites into the larger AFHA project, thus leveraging the much larger effort being conducted on EUD's 34 other sites, to help reduce the costs to EUD and the PWD. The requested \$20,000.00 budget adjustment is to transfer funds from the Highway Users Tax (HUT) Fund, 00252, to the existing Arc Flash – Remote Sites CIP, 30003/153002. The requested budget adjustment will provide the funds for the engineering services on the storm water lift stations, which are owned and operated by the Public Works Department, thus cannot be funded by EUD Rehabilitation funds. The storm water pumping stations being assessed pump storm drainage flows from local neighborhoods and roadways during flood events, once creek levels rise enough to prevent gravity flow of storm drainage to the nearby creek. Since the purpose of the HUT Fund is to pay for street maintenance, including maintenance of pavements, roadway drainage systems, and roadway resurfacing contracts, this work is an appropriate use of the HUT funds.

FISCAL IMPACT

The cost for the Arc Flash Hazard Analysis-Remote Sites project is \$153,888.00. This cost will be paid through the FY2015 approved Rehabilitation Capital Improvement Project (CIP) 30003/153002. Currently, all funding in the CIP is EUD Rehabilitation funds. The transfer of \$20,000.00 from the Highway Users Tax Fund to the CIP is to provide adequate funding for the engineering services on the Public Works Department facilities that are included in the scope of work.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approximately 5 temporary jobs will be created by this project.

ENVIRONMENTAL REVIEW

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

direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The Arc Flash Hazard Analysis – Environmental Utilities Remote Sites project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Charles Aycock, EIM Systems Coordinator

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-402

Professional Services Agreement

Ordinance No. 5737

Budget Adjustment Form

RESOLUTION NO. 16-402

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CAROLLO ENGINEERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement regarding the Arc Flash Hazard Analysis – Environmental Utilities Remote Sites project, by and between the City of Roseville and Carollo Engineers, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



CERTIFICATION

This is to certify that the undersigned, Michael W. Barnes, as Corporate Secretary and General Counsel for **Carollo Engineers, Inc.**, is authorized to state and certify: That by corporate policy approved by the Board of Directors on 02/07/2011, Jamshid Dorafsha, Associate Vice President, and Rick Chan, Senior Vice President, are authorized to execute engineering service agreements for the usual and customary engineering business of the company.

Dated: July 5, 2016



Michael W. Barnes
Corporate Secretary & General Counsel

PROFESSIONAL SERVICES AGREEMENT

Project: Arc Flash Hazard Analysis – Environmental Utilities Remote Sites

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation ("CITY"), and Carollo Engineers,
Inc., a Delaware corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of Arc Flash Hazard Analysis engineering services; and

WHEREAS, CONSULTANT has prepared the attached proposal, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

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

EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed one hundred fifty-three thousand, eight hundred eighty-eight dollars (\$153,888).

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

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

Notwithstanding the foregoing, for any claim alleging CONSULTANT's negligent performance of professional services, CONSULTANT's obligations regarding CITY's defense under this paragraph include only the reimbursement of CITY's reasonable defense costs incurred to the extent of CONSULTANT's negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution.

CONSULTANT shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to CITY or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, CONSULTANT shall not be responsible for acts and decisions of third parties, including governmental agencies, other than CONSULTANT's subconsultants, that impact project completion and/or success.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

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

15. Standard of Care. CONSULTANT shall perform the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of California.

16. CITY-Provided Information and Services. CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT's services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT's services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT's services under this Agreement.

17. Access. CITY shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services hereunder.

18. Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no

control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates.

19. Third Parties. The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT's performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT's services hereunder.

20. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

21. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the

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

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

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

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

CITY OF ROSEVILLE

Richard D. Plecker P.E.,
Environmental Utilities Director
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Jamshid Dorafsha P.E.,
Carollo Engineers, Inc.
2700 Ygnacio Valley Road, Suite 300
Walnut Creek, CA 94598

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

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

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

the ____ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

CAROLLO ENGINEERS, INC., a
Delaware corporation

BY: _____
ROB JENSEN
City Manager

BY: Jamall Dorafsha
its: JAMSHID DORAFSHA, Associate Vice President

and

BY: Rick Chan
its: RICK CHAN, Senior Vice President

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Richard D. Plecker
RICHARD D. PLECKER
Environmental Utilities Director



EXHIBIT "A"



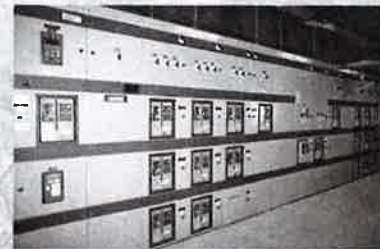
WARNING
ARC FLASH HAZARD

LINE SIDE
of MAIN
480 VAC
LOAD SIDE
of MAIN

ARC FLASH BOUNDARY: 36 in
INCIDENT ENERGY RANGE: 1.2 - 4.0 cal/cm²
WORKING DISTANCE: 18 in

ARC FLASH BOUNDARY: 26 in
INCIDENT ENERGY RANGE: 1.2 - 4.0 cal/cm²
WORKING DISTANCE: 18 in

Date Issued: November 19, 2014
Location: 61-MC Protective Device: 61-MCCx-00100 MAIN



ORIGINAL

Proposal
May 2016

ARC FLASH HAZARD ANALYSIS

Environmental Utilities Remote Sites

May 11, 2016

City of Roseville
City Clerk Department
311 Vernon Street
Roseville, CA 95678

Firm/Contact Information:

Carollo Engineers, Inc.

JD Dorafsha, P.E., Principal-in-Charge/Project Manager

2700 Ygnacio Valley Road, Suite 300

Walnut Creek, CA 94598

Phone: 925-932-1710 / Fax: 925-930-0208

email: jdorafsha@carollo.com

Attention: Mr. Charles Aycock, Environmental Utilities Department

Subject: Proposal for Arc Flash Hazard Analysis - Environmental Utilities Remote Sites

Dear Mr. Aycock,

Compliance with recently established arc flash codes and regulations, including NFPA 70E has become a critical issue for water and wastewater utilities as they strive to provide their personnel with adequate protection for electrical hazards in the workplace. Throughout the water and wastewater industry, utilities are in the process of implementing and improving their electrical safety programs to include training for understanding arc flash warning labels to identify arc flash hazards and to use appropriate personal protective equipment. We commend the City of Roseville (the City) in their efforts to address and comply with the safety issues associated with arc flash at your treatment plants and remote utility sites. We are dedicated to providing you with an independent professional study. If selected, Carollo will perform the services and adhere to the requirements as described in the RFP, including any addenda. We acknowledge the following addendum to date:

→ **Addendum #1** (Mandatory Pre-Proposal Meeting Sign-In Sheet) - April 25, 2016

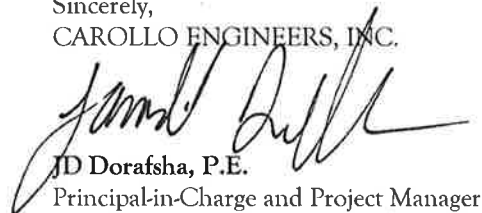
Our team's extensive experience on arc flash studies and our successful work history with your staff, provide the following benefits to the City of Roseville:

- ***A proven history with and continued commitment to the City of Roseville.*** Carollo has successfully completed arc flash studies and is in the process of completing the arc flash mitigation project for the City's Dry Creek and Pleasant Grove treatment plants. Carollo does not view this project as a standalone arc flash project, but as an opportunity to continue and expand our relationship and commitment with the City.
- ***A team with direct experience.*** Our team members have recent and directly applicable experience performing short-circuit analysis studies, protective relay coordination studies, and arc flash hazard analyses for the City of Roseville. Our experienced project manager, JD Dorafsha, and project engineer, Sejal Mehta, in conjunction with Paul Healy from Western Water Constructors are currently finalizing the arc flash mitigation project for the Dry Creek and Pleasant Grove treatment plants for the City. They, along with the rest of the team, will use their extensive experience to efficiently complete this project on schedule and within budget.
- ***Exceptional Senior Quality Assurance/Quality Control (QA/QC).*** The unprecedented theoretical and practical arc flash experience of Dr. Ravel Ammerman (technical advisor) and Anthony Morroni (QA/QC lead) will ensure that fault current and arc flash calculations, as well as the overall electrical system study, are completed in accordance with all applicable arc flash code and regulations. We not only understand the current code, but Dr. Ammerman (our Team's technical advisor) is actively participating in the development of future arc flash standards, codes, and regulations.

- ***Innovative Solutions.*** Our team's extensive experience helps with understanding opportunities to minimize capital cost investment for arc flash mitigation while meeting all codes and regulations. Carollo identified and assisted with the implementation of multiple innovative solutions for mitigating arc flash hazards at the Dry Creek and Pleasant Grove treatment plants for the City. These innovative solutions resulted in tens of thousands of dollars in savings for the City and completing the mitigation project below the anticipated budget.
- ***Collaborative approach focused on your staff.*** Our proven project approach effectively and efficiently transfers electrical system knowledge between Carollo and the City, in order to provide accurate and meaningful results. We will solicit input from City staff over the course of the project so that the completion of the arc flash analysis is truly a collaborative effort.

We are available, ready, and eager to begin work immediately. Please contact us at 925-932-1710 if you have any questions about our proposal.

Sincerely,
CAROLLO ENGINEERS, INC.



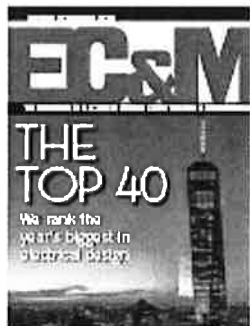
JD Dorafsha, P.E.
Principal-in-Charge and Project Manager

SECTION A Firm's Qualifications

CAROLLO ENGINEERS, INC.

The Right TEAM to Get the Job Done

Carollo Engineers, Inc., is an environmental engineering firm specializing in the planning, design, and construction management of water and wastewater facilities. Carollo's reputation is based on client service and a continual commitment to quality. We currently maintain 38 offices in 16 states, including 12 offices in California.



In 2015, Carollo Engineers ranked #11 in the top 40 electrical engineering firms by Electrical Construction and Maintenance magazine, posting the biggest percentage increase in electrical design revenues of all the Top 40 firms.

During our 83-year history, we have successfully completed more than 25,000 projects for public and private sector clients. Carollo has been ranked nationally in the top 40 electrical engineering firms by Electrical Construction and Maintenance magazine for the last 6 years. More importantly, we have completed over 50 arc-flash hazard analysis projects in the last five years alone.

Carollo is truly an engineering consulting firm – we have no vested interest in equipment sales like manufacturer's of electrical equipment who also provide electrical studies. As we are not "tied" to any equipment or manufacturer, our sole interest is to provide solutions that are in the best interest of the City of Roseville.

ARC FLASH EXPERTISE

Carollo's EPIC group has designed high-, medium-, and low-voltage power distribution systems, including switch-gear, transformers, motor control centers, stand-by power generation facilities, electrical reliability upgrades, and replacement of obsolete electrical equipment and materials.



Carollo has successfully completed many arc-flash hazard studies tailored to the specific needs of water and wastewater treatment facilities in California.

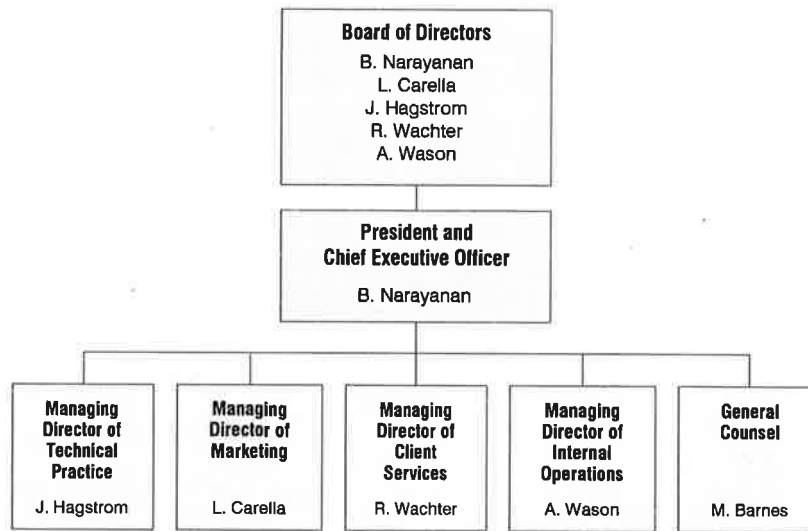
With respect to electrical arc flash, conformance with recently established laws and codes, including NFPA 70, NFPA 70E, and IEEE 1584, has become an important and challenging issue as utilities strive to comply and protect their operations and maintenance (O&M) personnel from electrical hazards in the workplace.

Carollo's electrical expertise helps our clients sort through the mercurial arc-flash laws and codes to take the necessary action to protect their personnel and achieve compliance in the most cost-effective and operationally integrated approach possible.

FIRM ORGANIZATION

Carollo is a privately held corporation sole owned by its 85 shareholders who are all full-time employees of the firm. A select group of shareholders form the Board of Directors and govern the company. Our corporate organization is comprised of Technical Practice, Marketing, Client Services, Internal Operations, and General Counsel groups, as shown in the chart below.

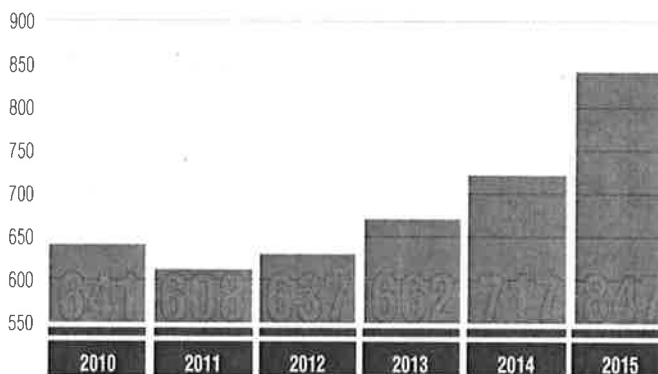
Corporate Organizational Chart



RESOURCES

Carollo's staff numbers more than 800 employees including nearly 350 registered engineers. We are a full-service company with the experience and qualified professionals to successfully manage projects of any size. Our staff includes civil, sanitary, environmental, electrical, mechanical, chemical, structural, control system, and corrosion control engineers, as well as architects, planners, and specialists in other areas. Consultants are retained as needed in specialized fields depending on the specific needs of the project.

Staffing Levels



CAPABILITIES

Carollo provides a full-range of services related to the water and wastewater industry. With approximately 100 engineers and technicians dedicated to water system electrical work, or approximately 12 percent of the firm, our world-class electrical, programming, instrumentation, and control (EPIC) group is one of the largest in the industry.

Construction Management

- Bidability and constructability reviews
- Scheduling
- Cost estimating
- Record drawing and change order preparation
- Resident engineering and inspection

Electrical

- Electrical system studies and maintenance, including short circuit studies, protective device coordination studies, and arc flash hazard studies
- System-wide electrical master planning
- Power quality and harmonic studies
- Efficiency audits and energy savings master planning
- Electrical and instrumentation condition assessments
- Optimization of facility automation and control
- Power distribution systems design from substation to low voltage panel boards
- Standby and parallel generation studies and design
- Computerized SCADA/telemetry, DCS, PLC, and PC-based computer systems
- Digital bus networks, operator interface software, and local area networks
- Information management systems and secure networking
- Physical and analytical instrumentation design
- Sustainable design and implementation of renewable energy, including photovoltaic, cogeneration, and hydro electric

Water

- Planning and design of treatment facilities
- Transmission, distribution, and storage facilities
- Pilot plant/process simulation and optimization studies

Wastewater

- Treatment plant master planning/facilities planning
- Design of conventional and advanced treatment facilities
- Planning and design of collection systems and pumping facilities

SERVICES TO BE PROVIDED BY SUBCONTRACTORS

Western Water Constructors, Inc.

Data Gathering

Western Water Constructors, Inc. (WWCI) is a California corporation specializing in professional and technical engineering services and serving the construction industry since 1959. WWCI has over 50 years of experience in water, wastewater, bioenergy delivery projects, construction, and plant operations and maintenance. WWCI's experience includes extensive electrical background in construction and installation of low voltage and medium voltage equipment, including arc flash trained personal and arc flash mitigation experience.

WWCI in collaboration with Carollo have successfully completed the Arc Flash Mitigation project for the City of Roseville's PGWWTP and DCWWTP.

Industrial Tests, Inc.

Digital Protective Device Programming and Testing

Industrial Tests, Inc. (ITI) is a NETA certified company that follows stringent ATS (Acceptance Testing Specification) standards with over 30 years of experience.

ITI's extensive testing program will ensure that potential problems are dealt with before further damage can be done. Their testing program guards against malfunctioning equipment, guarantees that equipment is up to manufacturer's recommendations, and makes certain that equipment and systems are installed in accordance with design specifications.

ITI offers a wide scope of tests for industrial and commercial systems ranging from low voltage circuit breaker testing to 230kV yard overhauls and everywhere in between. ITI staffs NETA, OSHA, and arc flash certified engineers and technicians that effectively service a variety of issues from emergency shutdowns to routine, quality assurance testing.

ITI, in collaboration with WWCI, and Carollo have successfully completed the Arc Flash Mitigation project for the City of Roseville's PGWWTP and DCWWTP.

SECTION B Experience and References

Conformance with recently established laws and codes, including NFPA 70E and OSHA CFR 1910.132.(d), has become an important and challenging issue as utilities strive to comply and protect their O&M personnel from electrical hazards in the workplace. Carollo's electrical expertise helps our clients sort through the arc flash laws and codes to take the necessary action to protect their personnel and achieve compliance.

A summary of select project experience with particular relevance to the City's arc flash services is provided below. On the following pages, we have also presented descriptions and references for projects that our team has completed within the last five years or is in the process of completing that involve substantial electrical systems studies and arc-flash hazard modeling and reporting. We invite you to contact these references to verify our responsiveness and quality of service on similar projects.

Representative Arc Flash Hazard Experience at Water/Wastewater Facilities

CLIENT	Short Circuit Study	Protective Device Coordination	Arc Flash Hazard Analysis	Arc Flash Label Installation	Number of Facilities in Study
City of Roseville, CA (Mitigation)	●	●	●	●	2
City of Roseville, CA (Studies)	●	●	●	●	2
Monterey Regional Water Pollution Control Agency, CA	●	●	●	●	1
City of Los Angeles Department of Water and Power, CA	●	●	●	●	88
Santa Clara Valley Water District, CA	●	●	●	●	37
City of Aurora, CO	●	●	●	●	36
Eastern Municipal Water District, CA	●	●	●	●	2
City of South San Francisco, CA	●	●	●	●	1
Santa Fe Irrigation District, CA	●	●	●	●	3
City of Fort Collins, CO	●	●	●	●	4
Snyderville Basin Water Reclamation District, UT	●	●	●	●	2
City of Barstow, CA	●	●	●	●	1
Fountain Hill Water District, AZ	●	●	●		35
South Island Public Service District, SC	●	●	●		13
Mesa Water District, CA	●	●	●	●	10
Ontario Municipal Utilities Company, CA	●	●	●	●	32
Orange County Sanitation District, CA	●	●	●	●	6
West Basin Municipal Water District, CA	●	●	●		1
Metropolitan Water District of Southern California, CA	●	●	●		1



Arc Flash Mitigation Services at Wastewater Treatment Plants

City of Roseville, CA

Reference:

Charles Aycock
EIM Systems Coordinator
916-746-1887

Completion: 2016

Project Description:

Carollo and Western Water Constructors, Inc. (WWCI) partnered to provide Arc flash Mitigation Services for the City of Roseville. Carollo provided the following:

- Design of arc flash mitigation measures to reduce incident energy levels at multiple locations at the Pleasant Grove Wastewater Treatment Plant (WWTP) and Dry Creek WWTP to less than 8 cal-cm². Design for each location consists of providing relay and/or breaker overcurrent settings to reduce incident energy levels while operating in maintenance mode.
- Attendance at site visits/meetings, as necessary.
- Attendance at biweekly conference calls as needed.
- Major changes to the SKM models due to system changes made by other projects.
- Arc Flash Hazard Analysis (AFHA) labels for the Pleasant Grove and Dry Creek WWTPs.
- Update of SKM models with AFHA for the Pleasant Grove and Dry Creek WWTPs per as-built state, including delivery of SKM source files to the City.
- Programming existing PLCs to communicate with new digital relays.
- Coordinate meetings between Carollo PLC programmer, the City, and digital relay programmer Industrial Tests, Inc. (ITI).

WWCI and ITI were responsible for purchasing, testing, programming, and installing new breakers, relays, and trip units as recommended in Carollo's reports. In addition, WWCI will assist the city to install the arc flash labels on electrical equipment after the final report is completed.



Arc Flash Hazard Analysis

Monterey Regional Water Pollution Control Agency, CA

Reference:

Ms. Jennifer Gonzalez
Lead Engineer
831-883-6172

Completion: 2013

Project Description:

Carollo Engineers performed detailed short-circuit, coordination, and arc flash assessment studies to provide the Agency with information necessary for the safe and reliable operation of the regional plant's electrical distribution system. The results of the studies were used to help the plant meet safety requirements of NFPA 70E and OSHA 1910.132(d).

The short circuit study was performed to verify the withstand, interrupting, and equipment duties of all electrical equipment in the system. The calculations complied with ANSI C37.010, C37.13, C37.5, IEEE-141, and IEEE-399 requirements. Improperly rated equipment was identified and mitigation recommendations were provided to the Agency.

The coordination study was performed to achieve sensitivity, security, selectivity, and safety of the electrical equipment. The results of the study showed some of the protective devices were not properly coordinated and require settings adjustments to minimize the risk of operational disruptions at the plant.

The arc flash assessment study resulted in the generation of a complete set of arc flash labels. The draft arc flash study identified the equipment with high incident energy and risk to personnel. A memo and table including mitigation recommendations was provided to the Agency. The agency hired an electrical contractor to adjust the settings and replace trip units on existing protective devices and test the protective devices after modification in accordance with Carollo's recommendations. As a result, incident energy exposure was mitigated and lower arc-rated PPE clothing was required at certain equipment.



Critical Rehabilitation Projects

City of South San Francisco, CA

Reference:

Mr. Ken Navarre
Assistant Plant Superintendent
650-877-8555

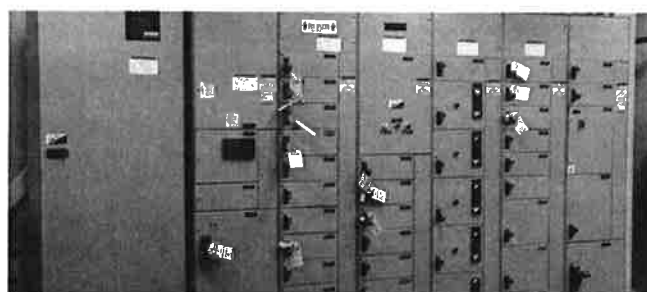
Completion: 2013

Project Description:

As part of South San Francisco's Critical Rehabilitation Project completed in 2011, Carollo performed detailed short circuit, coordination, and arc flash hazard studies to provide the City with information necessary for the safe and reliable O&M of the plant's electrical distribution system. The results of the studies were used to help the plant meet safety requirements of NFPA 70E and OSHA 1910.132(d).

The arc flash hazard study was performed to provide information that allows plant staff to take appropriate precautions when working on energized electrical equipment to reduce the potential risk of injury from an arc flash event. The results of the study were used to calculate the incident energy and hazard boundaries for equipment in the electrical distribution system.

The coordination study was performed to achieve four objectives: sensitivity, security, selectivity, and safety of the electrical equipment. The results of the study show that certain protective devices were not properly coordinated and require adjustments to minimize the risk of operational disruptions at the plant.



Electrical System and Arc-Flash Studies

Fountain Hills Sanitary District, AZ

Reference:

Mr. Gordie Laster
Safety Coordinator
408-837-9444

Completion: 2013

Project Description:

Carollo performed short circuit, protective device coordination, and arc flash hazard studies for the Fountain Hills Sanitary District. The project consisted of the District's Advanced Water Treatment Facility, 19 remote Pump Stations, and eleven ASR & Monitoring Wells. Extensive field investigation was completed to allow an accurate and complete model of the each location's electrical power distribution system to be created for the study. Specific field data gathered included: load information, breaker ratings and manufacturers, cable sizes and lengths, protective device settings, and all other information necessary for creating an accurate electrical distribution model and fault current study. Carollo worked closely with the District to identify a logical sequence for the remote site investigation and procedures and sequences for enabling all pump stations and wells to be investigated in a de-energized state.

Arc flash labels were provided on all electrical equipment, beginning at the main breaker for each facility down through the 120VAC panelboards. In addition to the labels, Carollo also identified electrical equipment that was inadequately rated for the available short circuit current calculated from the study. As part of the study, Carollo identified solutions, which could be implemented by the District to replace the inadequate equipment. The study was followed up with two training sessions to discuss the site-specific hazards discovered.



Joint Facilities Master Plan Arc Flash Analysis

Santa Fe Irrigation District, CA

Reference:

Mr. Elijah Standing Warrior
Chief Operator
858-227-5824

Completion: 2012

Project Description:

As part of the Joint Facilities Master Plan, Carollo was responsible for conducting Protective Device Coordination, Fault Current and Arc Flash studies for three District Facilities: the Cielo Pump Station, the San Dieguito Pump Station, and the R.E. Badger Water Filtration Plant. As part of the Arc Flash Study, Carollo provided alternatives for reducing arc flash hazard levels through modifications to protective device settings and equipment modifications. In some instances, Carollo identified areas where minor adjustments to protective device settings resulted in a reduction in hazard levels from Category 4 to Category 1.

The electrical facilities included in the Arc Flash Analysis were comprised of both medium voltage (4.16 kV) and low voltage power distribution systems, and various on-site generation sources including natural gas engine and hydroelectric generation.

SECTION C Qualifications of Team

The success of a project stems directly from the capabilities and dedication of the individuals assigned to the project. Each member of our project team brings a wealth of knowledge in their respective disciplines as well as unparalleled local experience executing work for the City of Roseville. Each were carefully selected because of their specific electrical power distribution experience, meticulous attention to detail, and in-depth understanding of the complexities associated with arc flash hazards in order to achieve compliance with current laws and codes. In addition to the team's technical expertise, each individual has worked together on similar projects creating a cohesive collaboration of academic and practical experience resulting in a significant benefit to the overall project and to the City of Roseville. Brief resumes for each team member are presented in a table at the end of this section. Detailed resumes are included in the Appendix.



JD Dorafsha, P.E.
Principal-in-Charge/
Project Manager

JD, our principal-in-charge and overall project manager brings 25 years of design and management

experience. His recent experience includes providing electrical and instrumentation services for municipal, institutional, and government projects, including arc flash studies and mitigation for the cities of Roseville, South San Francisco, and Sacramento, the Santa Clara Valley Water District, and the Monterey Regional Water Pollution Control Agency. **JD will have ultimate responsibility for the overall success of the project. He will be in close, frequent contact with the Team and will be accessible to the City to monitor progress and address concerns. JD will ensure that resources are available as required to achieve and exceed the City's goals.**

Firm Contact Information

CAROLLO ENGINEERS, INC.
Headquarters, Local, and Managing Office
2700 Ygnacio Valley Road, Suite 300
Walnut Creek, CA 94598
Phone: 925-932-1710 / FAX: 925-930-0208



PRINCIPAL-IN-CHARGE/
PROJECT MANAGER

JD Dorafsha, PE¹

TECHNICAL
ADVISOR

Ravel Ammerman, PhD²

QA/QC

Anthony Morroni, PE²

PROJECT ENGINEERS

Sejal Mehta, PE³
Alan Mlakar, PE³
Jeff Janowiak⁵

FIELD SUPPORT

Paul Healy⁴
Adam Kersten⁴
Jeff Poole⁶

1. Carollo Engineers - Walnut Creek, CA
2. Carollo Engineers - Littleton, CO
3. Carollo Engineers - Orange County, CA

4. Western Water Constructors, Inc. - Santa Rosa, CA
5. Carollo Engineers - Roseville, CA
6. Industrial Tests, Inc. - Rocklin, CA



Ravel Ammerman, Ph.D.
Technical Advisor

Ravel has more than 30 years of electrical engineering experience including power system analysis, industrial instrumentation, and distributed energy systems. Much of Ravel's career has been devoted to research in the areas of arc flash hazard analysis and electrical safety in the workplace. As a result of his extensive research, he has published several works and serves as the co-project manager of the IEEE/NFPA Arc Flash Collaborative Research and Testing project. Ravel is a leading expert in the field of arc flash safety. He has assisted and is currently active in developing and refining the codes related to arc flash. His insight into the current and future development of arc flash safety provides the Carollo team with a powerful advantage into current processes/studies and breakthrough technologies in the arc flash field. **Ravel will be responsible for technical review to verify the accuracy and quality of project deliverables.**



Anthony Morroni, P.E.
QA/QC

Anthony, a senior vice president with Carollo, has an extensive background in electrical engineering from both a practical and theoretical perspective. His work integrates a strong background in mathematics and physics to provide effective and innovative solutions to the challenges faced by Carollo's water and wastewater clients. Since 1972, Anthony's work has been focused on the analysis, design, and implementation of electrical power distribution systems. For more than 40 years, he has been responsible for completing numerous fault current, protective device coordination, and arc flash hazard studies. **Anthony will be responsible for all technical review to verify the accuracy and quality of project deliverables. As the QA/QC lead, he will maintain responsible charge of the electrical system study for the duration of the project.**



Sejal Mehta, P.E.
Project Engineer

Sejal brings a fresh perspective to the team, with electrical and instrumentation engineering experience specializing in short circuit, coordination, load flow, arc flash, lighting and lightning protection studies. She has performed grounding analysis, soil resistivity tests, and created relay settings for several projects ranging from low-voltage to high-voltage systems. **Sejal will be in charge of data entry, and creating SKM models and reports and for all facilities. She is currently working on the arc flash mitigation project for PGWWRP and DCWWTP for City of Roseville.**



Alan Mlakar, P.E.
Project Engineer

Alan has more than five years of experience in the water/wastewater industry including electrical system studies, short circuit analysis, coordination, load flow, arc flash, SCADA integration, reviewing submittals, and designing power and controls systems. **Alan will be assisting Sejal in creating SKM models and reports and for all facilities.**



Jeff Janowiak
Project Engineer

Jeff has more than fifteen years of experience working as a project engineer and team member on numerous projects in the water, wastewater, power, and lumber industries. The scope of his experience includes control system design, programmable logic controller (PLC) and remote terminal unit (RTU) programming, process data reporting, supervisory control and data acquisition (SCADA) system development,

and historical database management. **Jeff will provide PLC programming and establish PLC to protective device communication where required. He programmed PLCs and assisted ITI with establishing connection and communication between the existing PLCs and new protective devices for PGWWRP and DCWWTP for City of Roseville.**



Paul Healy, WWCI
Data Gathering

Paul has more than 30 years of experience as a general electrician. He most recently acquired C-10 classification and is the RME for WWCI, currently managing the electrical division. Focusing on wastewater and water treatment facilities including water treatment design build and arc flash mitigation project working closely with clients to meet their needs. **Paul will be assisting Adam Kersten with the data gathering task for all facilities. He is currently working on several projects for the City of Roseville.**



Adam Kersten, WWCI
Data Gathering

Adam has more than eight years of experience in the electrical field with a focus on municipal and private water, wastewater, and energy infrastructure. This includes water treatment design build and arc flash mitigation projects. Adam started as a mechanical laborer and used his experience and knowledge to transition into the electrical department with a position on the Safety Steering Committee. In this capacity, Adam focused on daily, electrical safety issues at each job site, with special attention to the health and wellness of the crews. **Adam will be responsible for collecting data in the field. He provided assistance with data gathering on the arc flash mitigation project for PGWWRP and DCWWTP for the City of Roseville.**

LOCATION OF THE FIRM AND KEY PERSONNEL

Work on the project will be managed and primarily performed from Carollo's corporate headquarters in Walnut Creek, CA with support provided by others throughout the company, as required.



TEAM MEMBER QUALIFICATIONS

The following table presents brief resumes of our key team members.

Brief Team Member Resumes	
Team Member	Relevant Experience
JD Dorafsha, P.E. <i>Principal-in-Charge/ Project Manager</i> Carollo Engineers, Walnut Creek 11 years with Carollo 25 years of total experience B.S. Electrical Engineering	- Project manager for the City of Roseville's Arc flash Mitigation Services at the Dry Creek and Pleasant Grove Wastewater Treatment Plants, which included arc flash mitigation measures to reduce incident energy levels at 13 locations. - Project manager for the City of Roseville Dry Creek Wastewater Treatment Plant Short-Circuit Coordination and Arc flash Mitigation Studies. - Project manager for the Monterey Regional Water Pollution Control Agency Regional Treatment Plant Short-Circuit, Coordination, and Arc flash Studies. - Electrical engineer for review of a short-circuit study, coordination study, and arc flash study using SKM Power Tools® software for the City of Roseville Pleasant Grove Wastewater Treatment Plant electrical distribution system. - Project manager for the \$4 million upgrade of electrical and distribution system for the Santa Clara Valley Water District Rinconada Water Treatment Plant.
Ravel Ammerman, Ph.D. <i>Technical Advisor</i> Carollo Engineers, Denver Littleton 8 years with Carollo 35 years of total experience Ph.D. Engineering Systems M.S. Electrical Engineering B.S. Mineral Engineering	- Instructed and lectured at the Colorado School of Mines for 28 years. Developed and taught the Electrical Power and Electric Safety modules; Introduction to Circuits, Electronics, and Power courses; Fundamentals of Electric Machinery course; Power System Analysis course; and Analysis and Design of Advanced Energy Systems course. Also served as a technical faculty advisor as part of the Senior Capstone Design course sequence. - Instructor at the University of Colorado in Denver for multiple sections of Linear Circuit Analysis. - Engineered solutions to instrument maintenance and improvement projects as an Instrumentation Engineer with the Operations Support Division of the Benicia Refinery. Tasks included design, cost estimation, material specification, scheduling, and engineering support during construction and startup.
Anthony Morroni, P.E. <i>QA/QC</i> Carollo Engineers, Denver Littleton 45 years with Carollo and total experience M.S. Physics B.S. Engineering Physics B.S. Engineering Mathematics	- Developed an eight-part Arc Flash course for Carollo Engineers and presented both internally and for clients many times since 2004. - Specified, reviewed, modified, etc. in excess of 200 fault current, protective device coordination studies, and arc flash studies (power systems ranging from 115 kV to 240 V and from 25 MW to 50 kW). - Performed fault current, protective device coordination, and arc flash studies for the City of Roseville Pleasant Grove and Dry Creek Wastewater Treatment Plants. - Developed preliminary arc flash studies for the Los Angeles Aqueduct Filtration Plant for the City of Los Angeles Department of Water and Power.
Sejal Mehta, E.I.T. <i>Project Engineer</i> Carollo Engineers, Orange County 1 year with Carollo 4 years of total experience M.S. Electrical Engineering	- Electrical engineer for the City of Roseville Dry Creek Wastewater Treatment Plant Short-Circuit Coordination and Arc flash Mitigation Studies. - Electrical engineer for a Short Circuit Study Analysis of the new Santa Fe Irrigation District, Rancho Santa Fe, CA. - Electrical engineer for the City of Sacramento Department of Utilities Arc Flash Hazard Analysis and Short Circuit Study. - Electrical engineer for the Sanitary District 5 of Marin County's Arc Flash Hazard Analysis and Coordination Study.

Brief Team Member Resumes

Team Member	Relevant Experience
Alan Mlakar, P.E. <i>Project Engineer</i> Carollo Engineers, Orange County 1 year with Carollo 6 years of total experience B.S. Electrical Engineering	• Electrical engineer for performing short circuit study, coordination study and arc flash study using SKM Power Tools® software for 35 pump sites electrical system for the City of Sacramento's Pump Station. • Electrical engineer for performing short circuit study, coordination study and arc flash study using ETAP software for a group of administration building, and a cogeneration facility for Orange County, California. • Electrical engineer for performing short circuit study, coordination study and arc flash study using ETAP software for several pump stations, and hydroelectric facilities for Calleguas, California. • Electrical engineer for performing short circuit study, coordination study and arc flash study using ETAP software for a booster station electrical system for the City of Riverside. • Electrical Engineer for West Basin Municipal Water District. The project included the addition of a neutralization tank to neutralize the pH of the water before it is discharged to the sewer. Provided electrical and instrumentation design to extend the existing power/control systems to support new additions to the plant
Jeff Janowiak <i>Project Engineer</i> Carollo Engineers, Roseville 12 years with Carollo 21 years of total experience	• Technical assistance for the City of Roseville, Replace/Upgrade to the Barton Road Water Treatment Plant's ten Allen-Bradley SLC5/04 processors with SLC5/05 processors. • Project lead for SCADA software design, PLC programming, and startup services of the City of Watsonville, California, Recycled Water Treatment Facility (RWTF) plant control system. • Project lead for design and development of the plant SCADA system for the City of Sunnyvale, California, Digester #3 Rehabilitation. • Lead PLC programmer and SCADA system developer for control system upgrades of four Placer County Water Agency (PCWA) water treatment plants. • Senior programmer for the City of Corcoran, California, Arsenic Removal Water Treatment Plant.

SUBCONTRACTOR QUALIFICATIONS/ EXPERIENCE

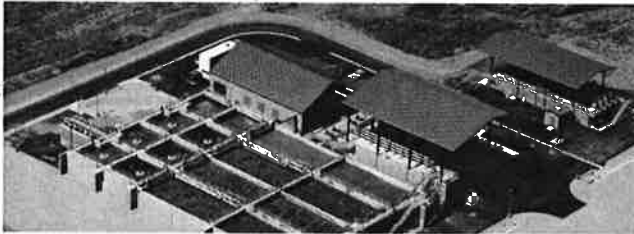
Western Water Constructors, Inc.



Data Gathering

Western Water Constructors, Inc. (WWCI) is a California corporation specializing in professional and technical engineering

services and serving the construction industry since 1959. WWCI has more than 50 years of experience in water, wastewater, bioenergy delivery projects, construction, and plant operations and maintenance. WWCI's experience includes extensive electrical background in construction and installation of low voltage and medium voltage equipment including arc flash trained personal and arc flash mitigation experience.



Industrial Tests, Inc.

Digital Protective Device Programming and Testing



Industrial Tests, Inc. (ITI), a fully certified NETA™ member, provides comprehensive Arc Flash Analysis for industrial plants, large commercial facilities and municipal power stations as part of their electrical testing and maintenance services. With more than 30 years of applied experience performing electrical testing, ITI brings a unique skill-set, specialized knowledge, and the tools to get the job done right the first time. Their mission is to mitigate and prevent these types of incidents by placing all equipment in an electrically safe work condition before any of their employees work on or near the equipment. All ITI field technicians and engineers have undergone OSHA certified arc flash hazard training to ensure that safety is their first priority when dealing with high voltage electrical systems.



Jeff Poole, project manager for ITI, will provide certified and qualified technicians to program digital protective devices and test protective devices as required.

SECTION D Project Understanding

Our team has closely reviewed and fully understands the scope presented in the City of Roseville's Request for Proposals. Our general approach for implementation of this project is based on performing arc flash studies and mitigation on multi-site projects for a number of clients.

- After the notice to proceed is received, the initial task will be to obtain the available short circuit contribution, X/R values, and protective device settings from the utility for each facility. The City has started contacting the local utilities to obtain this information, which is a great initiative on the City's behalf to expedite this project. Based on our experience, the challenges with this task are lack of responsiveness and lack of "real" information from the utilities. Lack of responsiveness will have a direct impact on the project schedule, which may be partially mitigated by expediting the remainder of the project. Our project schedule is based on the assumption that we receive the required information from the utilities as planned and indicated in the schedule. Lack of real information from utilities stems from the dynamic nature and ongoing changes of utility systems. As a result, the utilities may provide only the maximum fault contribution for larger services, or only provide minimum and maximum transformer impedances based on secondary voltage and KVA rating of the service transformers for smaller services (with pole mounted transformers). Carollo has addressed this issue by running two separate scenarios in the SKM model based on the maximum utility fault contribution and 80 percent of maximum utility fault contribution for larger services, or minimum and maximum impedances provided by the utility for the smaller services for each mode of operation in a facility.
- Concurrent with soliciting fault contribution and protective device information from the utilities, Carollo and our data gathering subcontractor, Western Waters Constructors, Inc., will contact the City to schedule site visits and coordinate all necessary outages and shutdowns for each facility. Major challenges during data gathering would be wearing appropriate PPE for the incident energy levels at the locations in order to obtain the required information, and retrieving data from solid state protective devices. The challenge of having to utilize high level PPE can be easily remedied by de-energizing each facility, where possible, while gathering data. Furthermore, Carollo's subcontractor ITI, experts in protective device programming, configuration,

and testing, will assist with retrieving settings from solid state protective devices.

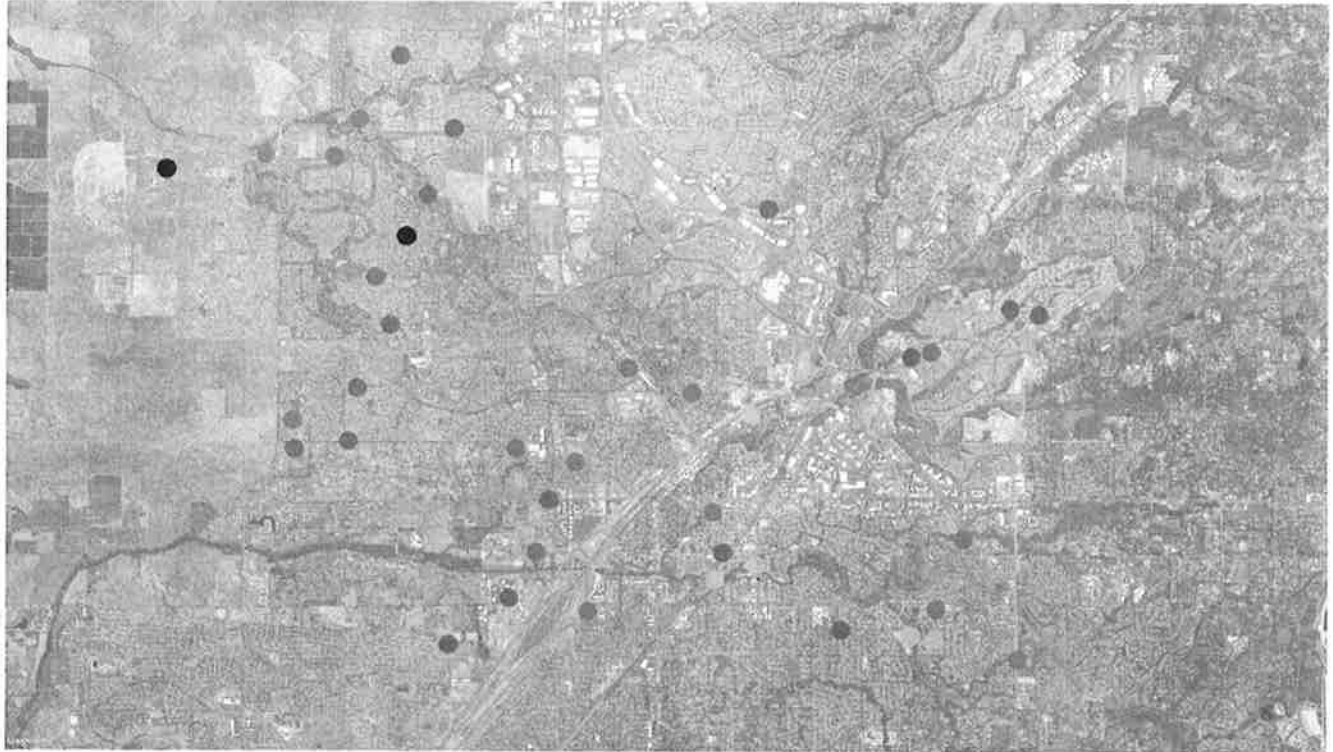
- After the data collection task is complete, Carollo will perform SKM modeling and engineering analysis for all facilities listed in the RFP. We will provide a draft report for all facilities indicating pass/fail status of equipment short circuit ratings, mis-coordinations, and incident energy analysis for all equipment. In addition, the draft report will

Our approach produces an end result that is consistent with the City's requirements and provides an efficient and economical way of providing arc flash safety needs for the facilities.

include the value of existing incident energy at each location, and the value of incident energy based on the proposed mitigation and recommendations at each location with incident energy exceeding 8 cal/cm².

- We strongly recommend a meeting between Carollo and the City at this stage to review the proposed mitigations and recommendation, and to make the most feasible and cost effective mitigation decision for each location. For each location exceeding 8 cal/cm² we will develop permanent, temporary, or procedural mitigation methods where appropriate. At mitigable locations, we will provide specific mitigation recommendations with modeled results of the proposed mitigation method including a bill of materials and an engineering estimate for materials and labor for implementation. Our expert team of PLC and digital protective device programmers will update the protective device settings, test relays and circuit breakers, and update PLC programs as required.
- An area map showing all EUD remote sites listed in the RFP is shown below. This map will be utilized to coordinate and implement the data gathering task in the most efficient way possible.

Arc Flash Hazard Analysis Remote Sites, City of Roseville



● WASTEWATER SITES

301 Alta Vista LS
 842 Portside LS
 1402 Elm Street LS
 300 Castle Court LS
 2028 Brady Lane LS
 2500 North Cirby LS
 Woodcreek West LS
 1779 East Roseville Parkway LS
 1747 Blue Oaks LS
 9705 Sierra College
 Stoneridge LS
 1151 Washington LS
 Wastewater Collections Building
 (1800 Booth Rd)
 Crocker Ranch Condensate
 (10041 Crocker Ranch Rd.)
 Fiddymont Ranch Condensate
 (2200 Blue Oaks Blvd.)

● RECYCLED WATER SITES

West Zone Recycled H₂O Res/PS
 (5118 Philip Road)
 North Zone Recycled H₂O Res/PS
 (6560 Woodcreek Oaks Blvd.)

● WATER SITES

Darling Way Well #4 (1008 Darling Way)
 Oakmont Well #5 (1752 Chelsea Way)
 Diamond Creek Well #6
 (1460 Northpark Dr.)
 Crowder Lane Metering Station
 (8000 Crowder Lane)
 Canevari Prs (1303 Canevari Dr.)
 Dual Purpose Pump Station
 (1401 E Roseville Pkwy)
 North East Tank Site Vault
 (1201 Scarborough Dr.)
 Blue Oaks Prs (1492 Blue Oaks Blvd.)
 Woodcreek North Well #7
 (8301 Woodcreek Oaks Blvd.)
 Stoneridge Reservoir
 (3332 Halverson Way)
 Highland Reserve North Ps
 (9220 Fairway Dr.)
 Antelope Rd Metering Station
 (8681 North Antelope Rd.)
 American Vineyard Village Metering
 (1643 Vineyard Rd.)
 Pleasant Grove Ps and Prs
 (1589 Pleasant Grove Blvd.)
 PFE Road Ps and Prs (2126 PFE Rd.)
 Junction Blvd Prs (1624 Junction Blvd.)
 Baseline Prs (1780 Canyon Creek Dr.)

● STORMWATER SITES

Elisa Way SWPS (801 Elisa Way)
 Twin Creek SWPS (720 Sunrise Ave.)
 Lee Way SWPS (4949 S Cirby Way)
 Lora Way SWPS (4949 S Cirby Way)
 West Colonial SWPS
 (1435 W Colonial Pkwy)
 Atlantic Street SWPS (99 Atlantic St.)

SECTION E Project Plan

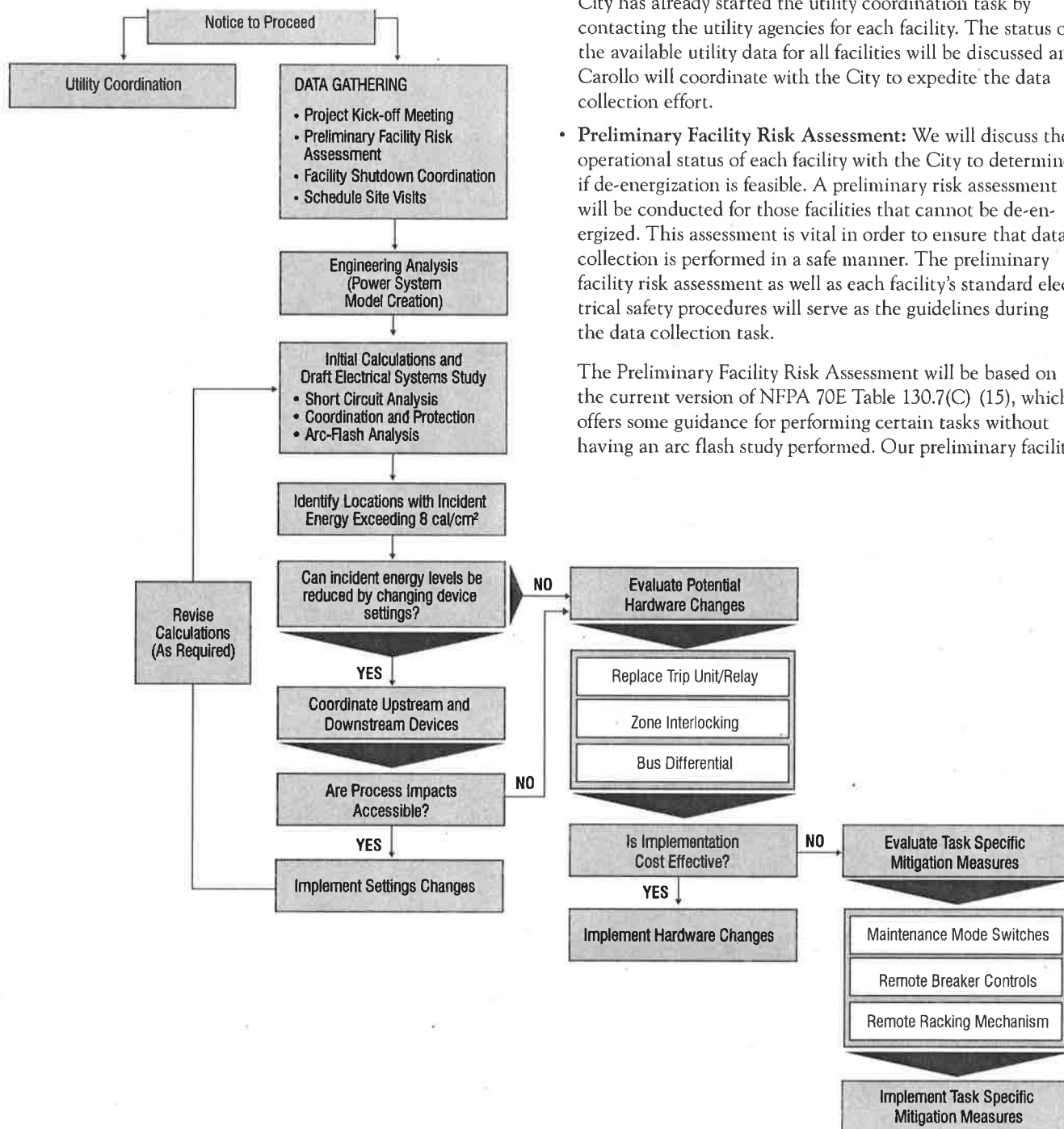
SCOPE OF WORK

The scope of services required to successfully execute the arc flash hazard analysis include the following tasks.

Task 1: Data Gathering

Project Kickoff Meeting

A project commencement meeting will take place at the City's facility with city staff and will address the following:



- **Electric Utility Coordination:** Relative to fault current and arc flash incident energy calculations, the energy contribution from the electric utility is one of the most influential elements to the calculation. As such, the accuracy of the calculation is highly dependent on the data provided by the electric utility. For these reasons, coordination with the electric utility for each facility is a critical first step to the completion of the overall arc flash study.

As indicated in the project understanding section, the City has already started the utility coordination task by contacting the utility agencies for each facility. The status of the available utility data for all facilities will be discussed and Carollo will coordinate with the City to expedite the data collection effort.

- **Preliminary Facility Risk Assessment:** We will discuss the operational status of each facility with the City to determine if de-energization is feasible. A preliminary risk assessment will be conducted for those facilities that cannot be de-energized. This assessment is vital in order to ensure that data collection is performed in a safe manner. The preliminary facility risk assessment as well as each facility's standard electrical safety procedures will serve as the guidelines during the data collection task.

The Preliminary Facility Risk Assessment will be based on the current version of NFPA 70E Table 130.7(C) (15), which offers some guidance for performing certain tasks without having an arc flash study performed. Our preliminary facility

risk assessment will consist of verifying the suitability of these tables for each site. Where the tables cannot be used, we will estimate the incident energy using our preliminary models and equations developed by Carollo Engineers' (Carollo's) Dr. Ravel Ammerman.

A flow chart outlining our approach for arc flash analysis services required for each facility is shown below.

Field Survey and Data Collection

Although we will make every effort to perform the field surveys without the need to shut down critical facilities, we anticipate that the preliminary facility risk assessment will determine that the risks at some facilities will be too high to conduct the survey without isolating and shutting down the system, even with protective equipment.

Carollo will coordinate with the City to discuss each individual facility and develop outage coordination plans where necessary. Carollo will work with city staff to collaborate on the most feasible times when a shutdown will make the smallest impact to overall operations for each facility. Where equipment cannot be de-energized for field investigation, we will collect data with full protection suitable for the expected incident energy indicated in the risk assessment. Our data gathering template will assist the field staff with collecting all required data. A sample of our template is included in the **Appendix** of this proposal.

Carollo will perform as many visits as necessary to gather the data needed to conduct the analysis. Carollo will be responsible for populating databases as required by the software application. It is assumed all available facility drawings and information will be provided by the City to facilitate the gathering of data.

The following items demonstrate a summary of the work that will be performed under this task.

- The facilities to be analyzed under this proposal are active facilities. Any outages required to accomplish data gathering will require a minimum two week notice to the City prior to the outage. Duration of outages will vary from location to location but we do not anticipate the outages to exceed 8 hours for one facility.
- As a general rule, all electrical equipment requiring staff interaction while energized will be included in the project. Data will be collected for cable sizes, cable lengths, fuse sizes, fuse characteristics, transformer sizes, transformer impedances, motor and generator data sheets, or any other information necessary to complete an accurate arc flash hazard analysis.
- Certified electricians from our sub-consultant, Western Water Constructors, Inc. (WWCI), will assist with the data gathering.
- Certified electricians from our sub-consultant, Industrial Tests, Inc. (ITI), will assist with collecting data from digital protective relays and circuit breakers with solid state trip units.

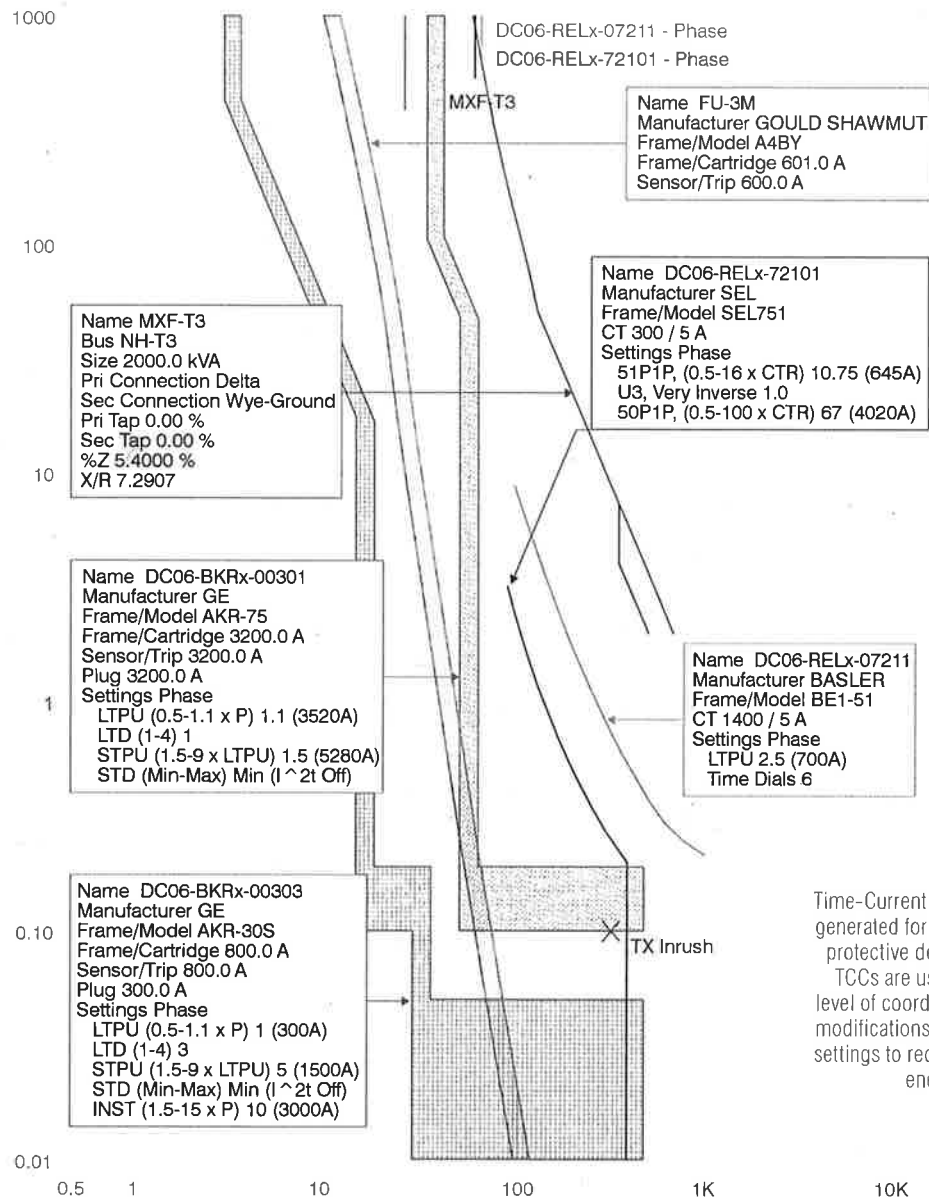
- Carollo field personnel will have up-to-date training in electrical safety and will supply and utilize their own personal protective equipment (PPE) for electrical shock hazards and arc flash hazards.
- The City will provide personnel to escort Carollo and/or WWCI through the facilities to be covered by this contract. It is expected that the City's qualified personnel will open all equipment doors, locks, interlocks etc., necessary to collect nameplate data.
- Equipment will be visually inspected to collect the necessary nameplate data used in the analysis. Carollo is responsible for visual verification of this data, including transformers, switchgear and breakers, relays, direct-acting trip units, etc. Data that may not be readily accessible or may not have nameplate data such as conductors, and bus ways will be taken from drawings when available.
- City staff will be available from 7:30 am to 3:30 pm Tuesdays through Thursdays to assist Carollo and/or WWCI with data collection.
- Equipment tags and identifiers recorded for equipment found in each facility will be reviewed with the City and upgraded to coordinate with City's maximo asset designations.
- As an additional service and benefit to the City, Carollo will provide a general equipment condition assessment based on our visual observation and inspection of equipment during data gathering.

Task 2: Engineering Analysis

Short-Circuit Analysis

After the power system models are created, an initial short circuit study will be performed to verify all equipment duties in the system. The calculations will comply with ANSI C37.010, C37.13, C37.5, IEEE-141, and IEEE-399. The short circuit study will verify the system electrical equipment is properly rated to withstand and interrupt the expected bolted and arcing faults in the system. Improperly rated and applied equipment may not protect personnel against arc flash hazards even if properly applied PPE is used.

- Equipment duty verification will determine both the line side and load side fault current through each piece of equipment and use the highest current to verify equipment ratings. For solidly grounded system, both three-phase and single-line-to-ground faults should be modeled. For other grounding configurations only a three-phase fault is required.
- Equipment duty results will be presented in tabular report format and include the following data: 1) Equipment name and kV, 2) Manufacturer, type, style and ratings of the device, 3) Actual line or load side currents through the device and percent over/under duty, 4) Flag any devices showing VIOLATION or WARNING level for visual identification on the report.



Protective Device Coordination (PDC) Study

The equipment and systems for facilities listed in this RFP will be analyzed for coordination.

- Carollo will contact the serving utility and obtain protective device settings for all service entrance over-current devices in series with the facility and affecting coordination with the facilities distribution system. A PDC Study will be performed for each facility in order to determine if the existing system protection characteristics are sufficient to provide reliable power to each facility.
- Time-current curves will be provided to graphically illustrate on log-log paper that adequate time separation exists between series devices. The specific time current characteristics of each protective device will be plotted

in such a manner that sufficient upstream devices will be clearly depicted on one sheet to prove selective coordination. Multiple time-current curves may be required for larger and more complex facilities serving large loads or a wide variety of loads that may affect upstream coordination.

Arc-Flash Hazard Analysis

Carollo will perform an initial arc-flash hazard analysis of the electrical system for each facility utilizing IEEE 1584A guidelines. The initial arc flash study will be utilized to determine if the existing settings provide proper personnel protection. Specific information in the study will include:

- Arc fault magnitude.
- Duration of arc.

- Device clearing time.
- Arc-flash boundary
- Working distance
- Incident energy
- Shock hazard boundaries.
- PPE requirements.

Time-Current Curves (TCCs) will be generated for the mains and largest protective devices in the system. TCCs are used to represent the level of coordination and to identify modifications to existing protection settings to reduce arc-flash incident energy levels.



Draft Report Review Meeting

A face to face meeting between Carollo and the City staff is recommended to review the results of the initial engineering analysis studies summarized in the draft report. The objective of the meeting is to:

- Identify equipment replacement solutions for underrated equipment
- Discuss the feasibility of mitigation recommendations provide for locations with incident energy exceeding 8 cal/cm².

Task 3: Mitigation and Recommendations

Draft Report

A draft report will be provided to summarize the results of the initial short circuit, protective device coordination, and arc-flash studies. The report will identify insufficient equipment ratings, potential problems in the protective device settings, and any equipment with incident energy exceeding 8 cal/cm².

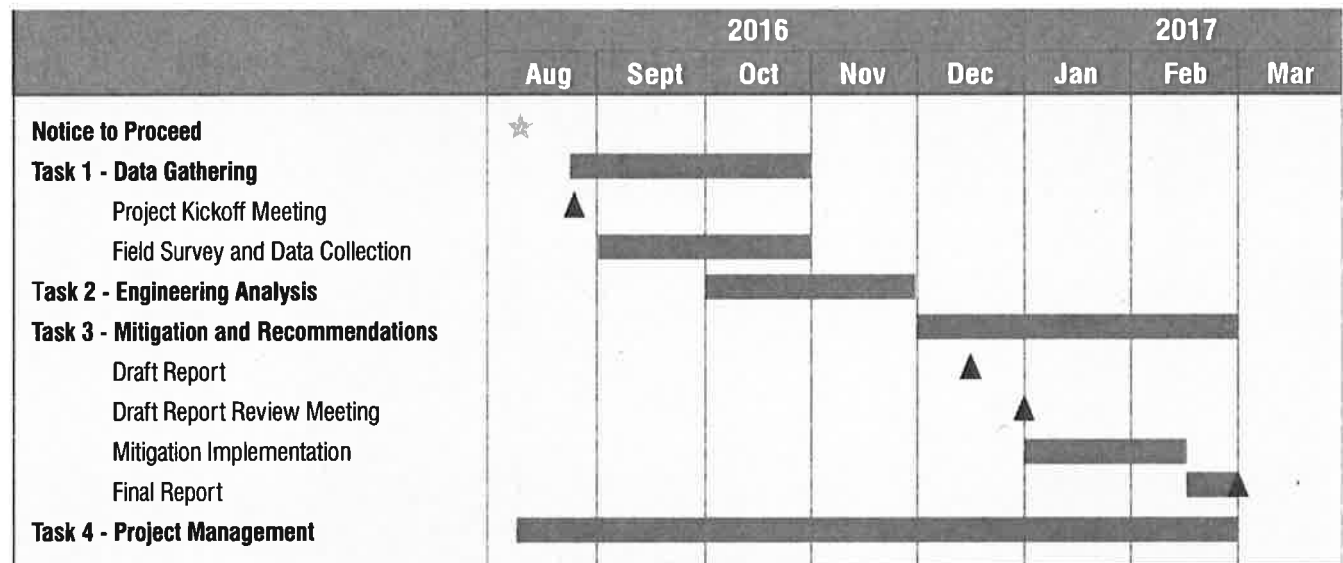
The draft report will also include the recommended mitigation settings. Where the incident energy can be mitigated to below 8 cal/cm² by adjustment of protective device settings, existing protective device settings and the corresponding incident energy levels, and mitigated protective device settings and corresponding incident energy levels will be provided in a tabular format. In addition, revised time-current curves will be provided for all equipment and locations mitigated by changing the existing protective device settings.

- Make mitigation decisions and determine the length of time required to implement setting adjustments. Carollo plans to utilize the services of our sub-consultant Industrial Tests, Inc. (ITI) to revise the settings and test the protective devices in accordance with industry standards

Final Engineering Analysis Report

The Final Report will include specific recommendations, procedures, and cost estimates to mitigate or reduce arc-flash hazard levels, such as replacement of protective devices or other mitigating measures, for all locations that have an incident energy exceeding 8 cal/cm² for locations that could not be mitigated by protective device setting adjustments in the mitigation task 3.

PROJECT SCHEDULE



In addition, the final report will include the results from the software including the following parameters for each individual piece of electrical distribution equipment evaluated during the study:

- TCCs for all protective devices
- One-line diagram showing PDC data
- Tabular report of mitigation results
- Arc flash energy and other consideration for various system modes of operation (standby generator mode, bus-tie, co-gen on/off, etc.)
- Arcing fault magnitude
- Device clearing time
- Determine bolt-faulted currents
- Determine arc-fault currents
- Duration of arc
- Arc flash boundary
- Working distance
- Incident energy for each location
- Required fire resistant clothing
- Carollo will provide electronic copies (PDF format) of all equipment labels in the final report.

Arc Flash Labels

Carollo will provide custom made arc-flash labels to meet the City's specific format and requirements for individual electrical equipment in the engineering analysis study based on OSHA and NFPA guidelines. City staff will install the arc-flash labels as indicated in the RFP.

Task 4: Project Management

Carollo will provide effective Project Management throughout the entire project to ensure that a quality document is prepared on time and within budget. In addition, Carollo will participate in periodic Project coordination meetings throughout the duration of the project as deemed necessary by the City and Carollo.

SECTION F Cost Proposal

Our cost proposal for the tasks outlined in the scope of services is provided in a separate, sealed envelope as instructed by the RFP.

SECTION G Required Statements/Documents

NON-SUBSTITUTION

Carollo will not substitute any project team members including proposed subcontractors without prior written approval from the City.

CONFLICT OF INTEREST

Carollo is familiar with applicable conflict of interest laws and requirements. Neither our firm nor any of its employees involved are aware of any conflict of interest that would preclude Carollo from working on this project. Carollo, at all times, conducts its professional and business activities in a manner that prohibits conflict of interest, whether actual or perceived, on the part of the firm and its employees. We foresee no circumstance in which a conflict could arise.

INDEMNIFICATION AND INSURANCE REQUIREMENTS

Indemnification

Carollo is in agreement with the City of Roseville's indemnification and insurance requirements as set forth in the Sample Contract provided in the RFP. See Section H: Exceptions for suggested clarifications regarding the Sample Contract.

Insurance

Carollo maintains insurance to protect both our client and our firm against the types of claims that may be alleged to result from our services on this project.

Carollo carries the following insurance:

Coverage	Minimum Limits	Carrier
General Liability	In excess of \$2,000,000 per claim, \$4,000,000 aggregate	Hanover Insurance Company
Personal Injury	\$2,000,000 occurrence, \$4,000,000 aggregate	Hanover Insurance Company
Automobile	\$1,000,000	Massachusetts Bay Insurance Company
Worker's Compensation	Statutory	Massachusetts Bay Insurance Company
Professional Liability	\$2,000,000 per claim, \$4,000,000 aggregate	Continental Casualty Company (CNA)
Employer's Liability	\$1,000,000 per accident	Massachusetts Bay Insurance Company

PROPRIETARY INFORMATION

Carollo Engineers does not consider any of the information contained in this proposal to be proprietary. This proposal does not contain copyrighted material, trade secrets, or other proprietary information claimed as exempt from disclosure under the Public Records Act.

PROPOSER'S CERTIFICATION

An executed copy of our Proposer's Certification (Attachment A) is presented on the following page.

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Carollo Engineers, Inc.

NAME OF BUSINESS

Jamshid Dorafsha

SIGNATURE

Jamshid Dorafsha, P.E., Principal-in-Charge/Project Manager
NAME & TITLE, TYPED OR PRINTED

2700 Ygnacio Valley Road, Suite 300, Walnut Creek, CA 94598
MAILING ADDRESS

925-932-1710
TELEPHONE NUMBER

jdorafshna@carollo.com
EMAIL

Type of Organization:

☐ Sole Proprietorship

☒ Corporation

DE State of Incorporation

☐ Partnership

☐ Limited Liability Company

SECTION H Exceptions

In accordance with the requirements of the City's Request for Proposals, Carollo Engineers has reviewed the Sample Contract and is prepared to sign if our proposal is accepted by the City. However, during negotiations, we would like the City to take the following suggested additions/clarifications under consideration.

SECTION CLARIFICATIONS

- **Section 3:** Add the following paragraphs after the first paragraph of this section:

"Notwithstanding the foregoing, for any claim alleging CONSULTANT's negligent performance of professional services, CONSULTANT's obligations regarding CITY's defense under this paragraph include only the reimbursement of CITY's reasonable defense costs incurred to the extent of CONSULTANT's negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution.

CONSULTANT shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to CITY or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, CONSULTANT shall not be responsible for acts and decisions of third parties, including governmental agencies, other than CONSULTANT's subconsultants, that impact project completion and/or success."

NEW SECTIONS

#. Standard of Care. CONSULTANT shall perform the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of California.

#. CITY-Provided Information and Services. CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT's services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT's services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT's services under this Agreement.

#. Access. CITY shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services hereunder.

#. Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates.

#. Third Parties. The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT's performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT's services hereunder."

SECTION I Competency of Proposer

BANKRUPTCIES, JUDGMENTS, ETC.

Carollo has never been the subject of a bankruptcy, lien, stop payment notice, or foreclosure. We have, however, been involved in the following past and current lawsuits and mediations in the past seven (7) years:

- In 2009, Carollo and a client were both the subject of a civil lawsuit claiming project delays, filed by the construction contractor on a power facilities upgrade and maintenance and repair project where Carollo was serving as resident engineer. Carollo was subsequently dismissed from the lawsuit with prejudice.
- In 2012, Carollo was the subject of a lawsuit by a client related to the sizing of natural gas-powered fuel cell power generation system. Carollo denies responsibility for the client's claims. The matter was submitted to mediation and thereafter settled with no admission of fault by Carollo.
- In 2012, Carollo was the subject of a lawsuit by a client related to the level of gas production for a methane gas-fired cogenerator. Carollo denies responsibility for the client's claims. This lawsuit is in progress.
- In 2013, Carollo was brought into a lawsuit between a client, the construction contractor, and an underground utility provider related to the contractor's damage of underground utilities during their construction operations. Carollo was subsequently dismissed from the lawsuit.
- In 2013, Carollo was brought into a lawsuit between a client, the prime consultant, the construction contractor, and an equipment supplier related to a sewage overflow at a wastewater treatment while the system control software was not in service and operations staff were not present. The matter was submitted to mediation and thereafter settled with no admission of fault by Carollo.
- In 2013, Carollo and a client were both the subject of a civil lawsuit claiming project delays, filed by the construction contractor on a water supply intake and pump station project where Carollo was providing third party construction management services. The matter was submitted to mediation and thereafter settled with no admission of fault by Carollo.
- In 2015, Carollo and a client were both the subject of a lawsuit filed by a homeowner related to dwindling water supplies and questioned water rights. Carollo denies responsibility for any of the claims. This lawsuit is in progress.
- In 2015, Carollo and others were the subject of a lawsuit filed by the spouse of deceased prison inmate alleging that contaminated water at the prison caused the inmate's death. No connection has been shown between the alleged contamination and Carollo, and Carollo denies responsibility for any of the claims. The lawsuit is in progress.
- In 2015, Carollo, Carollo's client, and others were the subject of a lawsuit filed by an employee of the client who was injured while performing maintenance activities not related to Carollo's design improvements and/or Carollo services to the client. Carollo denies responsibility for any of the claims. The lawsuit is in progress.
- In 2015, Carollo and a paint manufacturer were the subject of a lawsuit filed by a coatings the subcontractor related to subcontractor's failure to properly prepare the painting substrate and the resultant failure of the coating. Carollo denies responsibility for any of the claims. The lawsuit is in progress."

CONTRACT TERMINATIONS

Carollo has never had a client terminate for breach. In the few instances where a contract has been terminated, it was due to the client's lack of funding for the project.

Jamshid (JD) Dorafsha

Education

BS Electrical Engineering, San Francisco State University, 1992

Licenses

Electrical Engineer, California, Oregon

Professional Affiliations

Institute of Electrical and Electronics Engineers

International Society of Automation

Mr. Dorafsha is an associate vice president and the electrical & instrumentation design manager with Carollo. JD brings 23 years of experience in designing, managing, and providing electrical and instrumentation engineering services for municipal, institutional, and government projects. He has managed and designed a number of switchgear and substation replacement projects, as well as provided electrical improvements to water and wastewater clients throughout his career.

JD's relevant project experience includes:

- Project manager for the City of Roseville, California, Dry Creek Wastewater Treatment Plant Short Circuit Coordination and Arc Flash Mitigation Studies. Responsibilities included site inspections, evaluation of safety hazards, and identification of electrical components presenting potential short circuit and arc flash risks. Work included evaluation/mitigation of arc flash hazard levels for electrical equipment throughout the plant using Power Tools SKM system analysis software. The evaluation included consideration for changing existing protective device settings, potential hardware changes, equipment-specific mitigation measures, and preparation of a plant wide mitigation implementation plan to lower arc flash hazard risk levels. Carollo also reviewed Roseville's compliance with the applicable NEC, NFPA-TOE, IEEE 1584A, and OSHA arc flash standards
- Electrical engineer for the \$20 million Pleasant Grove Wastewater Treatment Plant Phase I Expansion for the City of Roseville, California, which added new medium- and high-voltage equipment for power distribution to the new process areas. The expansion included design of a UV disinfection system, fine screens, primary clarifier, and oxidation ditches, and evaluation of two existing 1500-kW standby generators.
- Project manager for the short circuit, protective device coordination, and arc

flash studies for 53 of the Santa Clara Valley Water District's 20.78kV, 480V, and 240V facilities.

- Project manager for the short circuit, protective device coordination, and arc flash studies for 53 of the Santa Clara Valley Water District's 20.78-kV, 480-V, and 240-V facilities. Work included visiting each facility with SCVWD staff over a four-week period to gather field data including switchgear and motor control center type and manufacturer, protective device type and ratings, cable size, cable length, and utility transformer data. Carollo used Power Tools SKM system analysis software to perform short circuit, coordination, and arc flash studies and printed and delivered arc flash hazard labels for all electrical equipment.

- Project manager for the short circuit, protective device coordination, and arc flash studies for 53 of the Santa Clara Valley Water District's 20.78kV, 480V, and 240V facilities.

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- Electrical engineer for review of a short circuit study, coordination study, and arc flash study using SKM Power Tools® software for an electrical distribution system for the Pleasant Grove Wastewater Treatment Plant Short Circuit Study, Coordination Study and Arc Flash Study, City of Roseville, California. The electrical system consists of two double-ended 12-kV, 480-V unit substations with

two 1,500-kW standby diesel generators connected to the 480-V switchgears in a main-tie-tie-main arrangement.

- Lead electrical engineer for the Water Treatment Plant (WTP) Master Plan for the City of Martinez, California. The project is developing cost-effective, short-term and long-term capital improvements to preserve treatment plant reliability. Major areas of evaluation at the plant include the electrical system, structural/seismic issues, and process performance. Concerns were identified, recommendations were made, and an overall strategy for implementing the renewal projects was developed for a 15-year outlook.
- Project manager for the complete upgrade of electrical and distribution system for the Rinconada Water Treatment Plant for Santa Clara Valley Water District. Design for this \$4 million facility upgrade included replacement of existing 40-year-old switchgears and substations with new double-ended 12-kV draw out type switchgear, two 2.4-kV substation transformers, two 480-V substation transformers, and a double-ended 480-V draw out type switchgear. The new 2.4-kV substation transformers feed the large booster and backwash pumps through the existing 2.4-kV switchgear and the new 480-V double-ended switchgear provides power to motor control centers and distribution panelboards throughout the plant.
- Electrical engineer for quality control of electrical design documents and specifications for the Marina Coast Water District, California, Urban Recycled Water Pipeline. Carollo provided final design, bid assistance, and construction administration services for a recycled water distribution system. The design consists of approximately 20,000 feet of 4-inch through 20-inch pipelines, a 320-hp booster pump station (three pumps at 160 hp each), and a 1.5-MG storage tank.
- Electrical engineer for the West Basin Facilities Plan and Rock Creek Facilities Plan for Clean Water Services, Oregon. Provided comprehensive electrical distribution system condition and capacity assessments of equipment and 12kV distribution system for the Forest Grove, Hillsboro, and Rock Creek treatment facilities.
- Served as electrical engineer for a major rehabilitation of the 160-mgd Influent Pump Station

at the Rock Creek Advanced Wastewater Treatment Plant. The pump station had significant clogging issues, which resulted in loss of capacity and reliability. Carollo determined that the clogging was due to a combination of flow separation and suction recirculation problems and designed the necessary improvements based on hydraulic modeling results. The pump station improvements also included several items to increase maintenance access and a new HVAC system to address cooling and corrosion issues in the existing electrical room for the five 12kV, 900-hp pump VFDs and motor. Designed the electrical distribution and instrumentation one-line drawings, prepared voltage drop and load study calculations and electrical specifications, and coordinated the electrical design with instrumentation, mechanical, and HVAC disciplines.

- Electrical, Instrumentation, and Control design manager and design team supervisor for Clean Water Services Rock Creek Advanced Wastewater Treatment Facility (AWTF) improvements project, Hillsboro, Oregon. Managed team of electrical and instrumentation engineers on design and production of final drawings and specifications for the Main 15kV switchgear and building for Rock Creek AWTF.
- Electrical, Instrumentation, and Control design manager and design team supervisor for Clean Water Services Rock Creek Advanced Wastewater Treatment Facility (AWTF) improvements project, Hillsboro, Oregon. Managed team of electrical and instrumentation engineers on design and production of final drawings and specifications for the Gravity Thickeners Project.
- Electrical design team supervisor for Clean Water Services Rock Creek Advanced Wastewater Treatment Facility (AWTF) improvements project, Hillsboro, Oregon. Supervised team of electrical and instrumentation engineers on design and production of final drawings and specifications for the Tertiary Treatment project.
- Electrical design team supervisor for Clean Water Services Rock Creek Advanced Wastewater Treatment Facility (AWTF) improvements project, Hillsboro, Oregon. Supervised team of electrical and instrumentation engineers on design and production of final drawings and specifications for the Influent Pump Station Improvements project.

Ravel F. Ammerman

Education

Ph.D. Engineering Systems, Colorado School of the Mines, Golden, 2008.

MS Electrical Engineering, University of Colorado, Denver, 1987

BS Mineral Engineering (Power and Instrumentation Option), Colorado School of the Mines, Golden, 1981

Professional Affiliations

American Society for Engineering Education (ASEE)

Institute of Electrical and Electronics Engineers (IEEE)

National Fire Protection Association (NFPA)

WaterJet Technology Association

Mr. Ammerman is an electrical engineering consultant with Carollo Engineers. He has over 30 years of experience within the field including, but not limited to, instrument maintenance and improvement, power system analysis, industrial instrumentation, and distributed energy systems.

Mr. Ammerman is currently working as a Research Associate for the Distributed Energy Systems Integration Group at the National Renewable Energy Laboratory. Investigates alternate solutions for the integration of variable and uncertain renewable energy sources into the large scale electric power grid.

Previous Experience

- Instructed and lectured at the Colorado School of Mines, Colorado, for a total of 28 years. Developed and taught the Electrical Power and Electric Safety modules, Introduction to Circuits, Electronics, and Power courses, Fundamentals of Electric Machinery course, Power System Analysis course, and the Analysis and Design of Advanced Energy Systems course. Also served as a technical faculty advisor as part of the Senior Capstone Design course sequence.
- Instructor at the University of Colorado in Denver for multiple sections of Linear Circuit Analysis.
- Engineered solutions to instrument maintenance and improvement projects as an Instrumentation Engineer with the Operations Support Division of the Benicia Refinery, California. The project implementation included design, cost estimation, material specification, scheduling, and engineering support during construction and start-up. Also provided engineering support for large capital expansion projects within the Facilities Development Division.

Publications/Presentations

Ammerman, R.F., Gammon, T., Sen, P.K., and Nelson, J.P., "DC Arc Models and

Incident Energy Calculations," IEEE Transactions on Industry Applications, Vol. 46, No.5, Sept/Oct 2010. pp. 1810-1819.

Ammerman, R.F., Sen, P.K., and Nelson, J.P., "Electrical Arcing Phenomena a Historical Perspective and Comparative Study of the Standards IEEE 1584 & NFPA 70E," IEEE Industry Applications Magazine, Vol. 15, No.3, May/June 2009, pp.42-52.

Larking, C.A., Ferrera, J., Kohl, R., Lamb, C., Margetts, P., and Ammerman, R.F., Arch Flash Evaluation and Hazard Mitigation for the Colorado School of Mines Electrical Power Distribution System, NAPS, Starkville, MS, October 2009.

Ammerman, R.F., Sen, P.K., Gammon, T., and Nelson, J.P., "Comparative Study of Arc Modeling and Arc Flash Incident Energy Exposures, Paper # PCIC 2008-40, IEEE/IAS 55th Annual Petroleum and Chemical Industry Technical Conference, Cincinnati, Ohio, September 2008.

Johnson, B., Vogel, S., Sen, P.K., and Ammerman, R.F., "Update on IEEE/NFPA Collaboration on Arc Flash Research and Testing," IEEE/IAS 15th Annual Electrical Safety Workshop, Dallas, Texas, March 2008.

Ammerman, R.F. and Sen, P.K., "Modeling High-Current Electrical Arcs: A Volt-Ampere Characteristic Perspective for AC and DC Systems," IEEE 39th Annual North American Power Symposium (NAPS), Las Cruces, New Mexico, October 2007.

Ammerman, R.F., Sen, P.K., and Nelson, J.P., "Arc Flash Hazard and Incident Energy Calculations: A Comparative Study of IEEE 1584 & NFPA 70E," Paper # PCIC 2007-2, IEEE/IAS 54th Annual Petroleum and Chemical Industry Technical Conference, Calgary, Alberta, Canada, September 2007.

Doherty, M. and Ammerman, R.F., "*Qualified to be Qualified*," IEEE/IAS 14th Annual Electrical Safety Workshop, Calgary, Alberta, Canada, February 2007.

Ammerman, R.F. and Sen, P.K., "*Arc Flash Hazard Incident Energy Levels*" (Poster Paper), Power System Engineering Research Center (PSERC), Annual Industry Advisory Board Meeting, Denver Colorado, December 6-8, 2006.

Ammerman, R.F. and Sen, P.K., "*Electrical Safety Education in an Undergraduate Engineering Program: Curriculum Development and Assessment*," IEEE 38th Annual North American Power Symposium (NAPS), Carbondale, IL, September 2006, pp.457-463.

Ammerman, R.F. and Sen, P.K., "*An Undergraduate Power Engineering Curriculum: A Unique and Practical Approach to Bridging the Gap between Academia and Industry*," ASEE Annual Conference and Exposition 2006, Chicago, IL, June

2006, Session 2006-489.

Ammerman, R.F., Sen, P.K., and Stewart, M., "*The Importance of Electrical Safety Training in Undergraduate Power Engineering Education*," ASEE Annual Conference and Exposition 2006, Chicago, IL, June 2006, Session 2006-491.

Streveler, R.A., Geist, M.R., Ammerman, R.F., Sulzbach, C.S., Miller, R.L., Olds, B.M., and Nelson, M.A., "*Identifying and Investigating Difficult Concepts in Engineering Mechanics and Electric Circuits*," ASEE Annual Conference and Exposition 2006, Chicago, IL, June 2006, Session 2006-1653.

Streveler, R.A., Geist, M.R., Ammerman, R.F., Sulzbach, C.S., Miller, R.L., Olds, B.M., and Nelson, M.A., "*The development of a professional knowledge base: The persistence of substance-based schemas in engineering students*," American Educational Research Association, San Francisco, CA, April 2006.

Higbee, J., Brehm, J., Sen, P.K., and Ammerman, R.F., "*Residential Electric Power Systems: Implications for Distributed Generation*," IEEE 37th Annual North American Power Symposium (NAPS), Ames, IA, October 24-25, 2005, pp. 475-480.

Anthony L. Morroni

Education

*MS Physics, Colorado
School of Mines, 1974*

*BS Engineering Physics,
Colorado School of
Mines, 1971*

*BS Engineering
Mathematics, Colorado
School of Mines, 1971*

Licenses

*Professional Engineer,
Colorado, North
Carolina, Florida,
Alabama, Georgia, South
Carolina, Utah,
Wisconsin, West Virginia,
Kansas, Maine, Montana*

*Electrical Engineer,
Washington, Wyoming,
Idaho, New Mexico,
South Dakota, California,
Minnesota, Kentucky,
Hawaii*

Professional Affiliations

*American Water Works
Association*

*Institute of Electrical and
Electronic Engineers*

*Instrument Society of
America*

*International Association
of Electrical Inspectors*

*National Council of
Examiners for
Engineering and
Surveying*

*National Society of
Professional Engineers*

Mr. Anthony Morroni, a senior vice president with Carollo Engineers, has an extensive background in both the electrical and instrumentation engineering fields, from both a practical and a theoretical perspective, for water and wastewater treatment facilities. His work integrates a strong background in mathematics and physics to provide effective, innovative solutions to engineering problems. Hands-on experience allows Mr. Morroni to combine electrical engineering knowledge and field-proven construction techniques to consistently produce sound electrical projects. Additionally, Mr. Morroni is the Chairman of the Board of Carollo Systems, LLC, a subsidiary of Carollo Engineers, and specializes in PLC and SCADA system programming, as well as system integration.

Mr. Morroni has diverse experience that includes development of process, instrumentation and control drawings such as SCADA block diagrams, fiber routing, patch panels, digital bus network drawings, control panel layouts, P&IDs, I/O diagrams, loops drawings, and schematics. He has been involved in the design of digital bus networks since 2001. These designs include Profibus DP, Profibus PA, Foundation Fieldbus, and DeviceNet network calculations and drawings. This technology is used to interface with instruments, valves, starters, VFDs, and I/O modules. His knowledge and experience has been used to develop both client standards and corporate standards. This has aided in the designing, programming, and purchasing of plant equipment and instrumentation.

Mr. Morroni is a former president of Morroni Engineering, Inc., which merged with Carollo in 2002. His experience has focused on electrical power systems design and electronic instrumentation since 1972. Representative projects include:

Arc Flash

- Performed fault current, protective device coordination, and arc flash studies

for the La Porte Water Treatment Plant, Fort Collins, Colorado. The facility consisted of a 13.2-kV power distribution loop, five substations, three standby power generators, and multiple motor control centers. The facility has two utility sources with open transition automatic throwover switches, as well as a separate engine generator at three of the substations for use in the event of a total utility power outage. The arc flash studies included all utility and standby power modes of operation in order to determine worst case arc flash levels. Conducted meetings with Owner to determine mitigation techniques and study revisions to minimize the incident arc flash energy levels.

- Performed fault current, protective device coordination, and arc flash studies for the Mulberry Water Reclamation Facility, Fort Collins, Colorado. The facility consisted of a two 480-V utility services to the facility, 480-V switchgear, and five 480-V motor control centers. The facility has two utility sources with open transition manual transfer breakers. The arc flash studies included all utility and standby power modes of operation in order to determine worst case arc flash levels. Conducted meetings with Owner to determine mitigation techniques and study revisions to minimize the incident arc flash energy levels.

- Performed fault current, protective device coordination, and arc flash studies for the Drake Water Reclamation Facility, Fort Collins, Colorado. The facility consisted of two 12.47-kV utility supplies and an open transition automatic transfer breaker scheme. The power distribution system within the campus consists of 12.47-kV radial distribution feeder to each of the 14 substation transformers, 14 secondary substations, 22 motor control centers, three automatic transfer switches, and three manual tie breakers. The facility has two utility sources with open transition automatic transfer breakers. The Arc Flash studies included all utility and internal modes of operation in order to determine worst case Arc Flash levels. Conducted

meetings with Owner to determine mitigation techniques and study revisions to minimize the incident arc flash energy levels.

- Performed fault current, protective device coordination, and arc flash studies for the South Valley Water Reclamation Facility, Utah, which consisted of a 12.47-kV radial power distribution system, with five dual redundant substations, one single radial substation, two standby power generators, 33 motor control centers, and eight 480-V automatic transfer switches. The facility has one utility source as well two separate engine generators backing up eight motor control centers through automatic transfer switches for use in the event of a total utility power outage. Secondary power distribution consists of both 4.16-kV and 480-V systems. The arc flash studies included all utility and standby power modes of operation in order to determine worse case arc flash levels. Conducted meetings with Owner to determine mitigation techniques and study revisions to minimize the incident arc flash energy levels.
- Performed fault current, protective device coordination, and arc flash studies for the Peter D. Binney Water Purification Facility, Aurora, Colorado. The plant has a rated 13.2-kV distribution system (running at 13.8 kV) with two 2.25-MW standby generators which supply power to nine substations. Each substation consists of a single transformer that is fed from one of two medium voltage feeder loops. These transformers in turn feed nine switchgear line-up and multiple motor control centers. The arc flash studies included all utility and internal modes of operation in order to determine worse case arc flash levels. Conducted meetings with Owner to determine mitigation techniques and study revisions to minimize the incident arc flash energy levels.
- Performed fault current, protective device coordination, and arc flash studies for the Pleasant Grove Wastewater Treatment Plant, Roseville, California. The facility consisted of a 12-kV radial power system, two fully redundant substations in a main-tie-main configuration with a standby engine generator between the ties, and a single radial substation, 24 motor control centers, and 13 single large load drive directly from the switchgear. The facility has a single utility source with two engine generators that can be parallel and synchronized with the utility. The arc flash studies included all utility and standby power modes of operation in order to determine worse case arc flash levels. Conducted meetings with Owner to determine mitigation techniques and study revisions to minimize the incident arc flash energy levels.
- Performed fault current, protective device coordination, and arc flash studies for the Dry Creek Wastewater Treatment Plant, Roseville, California. The facility consisted of a 12-kV radial power system, one fully redundant substation at 4.16-kV in a main-tie-main configuration with two redundant 480-V substations in a main-tie-main configuration and two 480-V radial substations, and three large single loads, as well as three 12-kV radial fed substations. Four standby engine generators provide power in the event of a utility power outage, as well as being capable of parallel operation with the utility. There are 35 motor control centers, three 4.16-kV switchgear line-ups, and seven 480-V switchgear line-ups within the power system. The arc flash studies included all utility and standby power modes of operation in order to determine worse case arc flash levels. Conducted meetings with Owner to determine mitigation techniques and study revisions to minimize the incident arc flash energy levels.
- Developed preliminary arc flash studies for the Los Angeles Aquaduct Filtration Plant, Los Angeles Department of Water and Power, California. The project included a 2-MW, 480-V power system for a 600-mgd UV disinfection system in order to meet design criteria of a maximum of 12.6 cal/cm² worst case incident energy.
- Mr. Morroni has developed an 8-part Arc Flash course for Carollo Engineers, and has presented all or portions of this class both internally and for clients many times since 2004.
- Additionally, throughout Mr. Morroni's career, he has specified, reviewed, modified, etc. in excess of 200 fault current, protective device coordination studies, and arc flash studies. The power systems have ranged from 115 kV to 240 V, and from 25 MW to 50 kW.

Sejal Kirit Mehta

Education

MS Electrical Engineering, University of Colorado, Denver, 2012

BE Electrical and Electronics, Jawaharlal Nehru Technological University, Hyderabad (India), 2010

Licenses

Engineer-in-Training

Professional Affiliations

Institute of Electrical and Electronics Engineers

IEEE Power and Energy Society Membership

Ms. Mehta has electrical and instrumentation engineering experience including short circuit, coordination, load flow, arc-flash, lighting and lightning protection studies. She has performed grounding analysis, soil resistivity tests and created relay settings for several other projects ranging from low-voltage to high-voltage systems. Her projects have included:

Recent Experience

- Electrical engineer for Santa Fe Irrigation District, Rancho Santa Fe, CA. The project scope included performing a short circuit study analysis of the new system added to an existing system. The new system includes the replacement of aging electrical service and distribution equipment serving the plant. The short circuit study was performed using ETAP Power system study software.
- Electrical engineer for Dry Creek Wastewater Treatment Plant, City of Roseville, California. The project scope included to mitigate the Arc Flash Hazard for the Dry Creek Plant to enhance personnel safety and easy maintenance of equipment. The Arc flash analysis is performed using SKM Power Tools Software.
- Electrical engineer for City of Sacramento Department of Utilities, California. Project responsibilities includes performing short circuit study, coordination study and reduce arc flash levels for the different sumps on the site. All the sump models and the power system studies are performed using SKM Power Tools Software.
- Electrical engineer for Well Automation and Rehabilitation Project for the Mesa Water District, Costa Mesa, California. The scope of the project is to retrofit facilities of Mesa Water's five clear wells and supporting site facilities. Responsibilities include perform electrical design including one lines, panel schedules, specifications, conduit schedule of all the wells.
- Electrical engineer for Orange County Sanitation District, California CSD Plant 1-

124 Primary Treatment Upgrades project. Project responsibilities included to review electrical and instrumentation submittals.

- Electrical engineer for the Sanitary District 5 of Marin County, California. The project scope included to perform coordination study and reduce arc flash levels for the plant. The studies are performed using SKM Power Tools Software.
- Electrical engineer for San Luis Obispo County, California. Project responsibilities included to review electrical and instrumentation submittals for Los Osos.

Previous Experience

- Electrical engineer for the Big Rivers Electric Corporation: Meade and Bryan Road 161kV Substation, Evansville, Kentucky. The project scope includes replacing old ABB relays with the new Schweitzer line relays. Substation design which includes one-line, three-lines, DC schematics, wiring diagrams. Developing relay coordination and relay settings.
- Electrical engineer for Exxon Mobil in Chad, Africa. Performed a coordination study for a distribution system to increase reliability. Proposed relay setting changes for Micom Relays such that the existing fuse saving scheme was disabled.
- Electrical engineer Buffalo Dunes Wind Farm 345kV-34.5kV Substation, Garden City, Kansas. Project responsibilities included substation design which, consisted of developing one-line, three-lines, DC schematics, wiring diagrams, relay settings. Additionally, provided relay testing and commissioning of the substation.
- Electrical engineer for the Black Eagle Dam Hydroelectric Power Plant, Great Falls, Montana. Created control schematics and wiring diagrams for switchgear, GSU, relay panels. Also performed field startup services.
- Electrical engineer for the Vectren Energy Delivery-69kV:13.8kV Substation,

Kentucky. Created an electrical design and developed relay settings.

Publications/Presentations

Mehta, S.K. "Wireless Transmission of Energy." Paper presented at the St. Martin's Engineering College, Hyderabad, India.

Mehta, S.K. "Hybrid Electric Vehicle." Paper presented at the St. Martin's Engineering College, Hyderabad, India.

Alan W. Mlakar, P.E.

Education

BS Electrical
Engineering, California
Polytechnic Institute,
2009

Licenses

Electrical Engineer,
California No. 20869

Professional Affiliations

Institute of Electrical and
Electronics Engineers

Mr. Mlakar has more than 5 years of experience in the water/wastewater industry including electrical system studies, short circuit analysis, coordination, load flow, arc-flash, SCADA integration, reviewing submittals, and designing power and controls systems:

Alan's projects have included:

Previous Experience

- Electrical Engineer for West Basin Municipal Water District. The project included the addition of a neutralization tank to neutralize the pH of the water before it is discharged to the sewer. Provided electrical and instrumentation design to extend the existing power/control systems to support new additions to the plant.

- Electrical engineer for performing short circuit study, coordination study and arc flash study using SKM Power Tools® software for 35 pump sites electrical system for the City of Sacramento pump stations, Sacramento, California

- Electrical engineer for performing short circuit study, coordination study and arc flash study using ETAP software for a group of administration building, and a cogeneration facility for Orange County, California.

- Electrical engineer for performing short circuit study, coordination study and arc flash study using ETAP software for several pump stations, and hydroelectric facilities for Calleguas, California.

- Electrical engineer for performing short circuit study, coordination study and arc flash study using ETAP software for a booster station electrical system for the City of Riverside.

- Electrical Engineer for Laguna Sanitation District. Project includes expansion of the existing headworks facility. Provide instrumentation design to extend the existing power/control systems to support new additions to the plant.

- Electrical Engineer for Irvine Ranch Water District. The project included replacing existing chlorine gas disinfection system with sodium hypochlorite metering pumps. Provided electrical design to extend the existing power/control systems to support these new additions to the plant.

- Electrical Engineer for Irvine Ranch Water District. The project included replacing existing chlorine gas disinfection system with sodium hypochlorite metering pumps. Provided electrical design to extend the existing power/control systems to support these new additions to the plant.

- System Integrator for Irvine Ranch Water District. The project involved expanding the Michelson Plant. Provided programming in Wonderware, troubleshooting, loop checks, and bench testing.

Jeff S. Janowiak

Education

Coursework, Microsoft Visual Basic and Web Design, Cosumnes River College, California

Training, Wonderware Intouch 10.1 SCADA Part 1

Training, Control and Automation, PLC Programming, and SCADA/HMI, Paxton Trade School, Inc.

Training, Intellution Fix32 SCADA software fundamentals course

Training, Intellution iFix SCADA software advanced course

Certification, Wonderware Certified Application Developer

Mr. Janowiak has over fifteen years of experience working as a project engineer and team member on numerous projects in the water, wastewater, power, and lumber industries. The scope of his experience includes control system design, programmable logic controller (PLC) and remote terminal unit (RTU) programming, process data reporting, supervisory control and data acquisition (SCADA) system development, and historical database management. He has extensive experience with the following industrial communications networks: Ethernet IP, DH+, DF1, Modbus, Modbus+, Modbus TCP, Profibus, Genius, RS232, DH485, and others.

In addition to extensive SCADA application knowledge, using VBA, SyTech XLReporter, and ActiveFactory, Mr. Janowiak has produced customized turbidity and chlorine contact time reports approved and accepted by the California Department of Public Health. The programming and configuration of these reports allows easy modification for use with multiple SCADA software and hardware platforms.

Instrumentation & Control Systems

- Technical assistance to the City of Roseville, California, in the replacement/upgrade of the Barton Road Water Treatment Plant's ten Allen-Bradley SLC5/04 processors with SLC5/05 processors. The network conversion from Allen-Bradley's proprietary serial communication protocol (DH+) to EtherNet/IP provided a 500% increase of PLC data throughput. Cutover was performed with minimal impact on plant operations.
- Carollo Systems project lead for expansion of the Central Marin Sanitation Agency (CMSA) wastewater treatment plant (WWTP) to increase its wet weather capacity from 90 to 125 mgd. Improvements included a new effluent pumping station with five diesel powered pumps, two new barscreens, new grit systems, two new primary clarifiers,

aeration tank gates and valves automation, a polymer facility, two new chlorine contact basins, and electrical system improvements.

- Carollo Systems project lead for SCADA software design, PLC programming, and startup services of the City of Watsonville, California, Recycled Water Treatment Facility (RWTF) plant control system. Effluent from the City's existing wastewater treatment plant, which had been discharged to the Pacific Ocean, will now be processed by the 7.7-mgd RWTF for use as agricultural irrigation water, greatly reducing the demand on the drinking water supply. Lead the development team for the SCADA system software program (Wonderware Intouch for Terminal Services). Daily activities included development of SCADA system architecture, management of the SCADA interface development team progress, and configuration of the terminal services environment and thin clients. Programmed the plant's two Allen-Bradley Control Logix PLCs and reviewed contractor submittals with regards to the plant control system. Also coordinated with all process vendors (clarifier, filter, and UV systems suppliers) for transfer of data between PLCs and from vendor PLC to the plant SCADA system and generated lists of computer/network equipment for the contractor to purchase. Attended and witnessed the PLC panel Factory Acceptance Test. Performed all tasks necessary to implement the
- Project lead for design and development of the plant SCADA system for the City of Sunnyvale, California, Digester #3 Rehabilitation. The project involved cover replacement, new equipment, piping, valves and electrical/instrumentation and control systems. Daily activities included developing the Intellution iFix SCADA software, configuring communications with an Allen-Bradley SLC5/05 controller, and coordinating with our PLC programmer. Took over responsibility of completing the SLC5/05 programming effort at about 85% completion. Organized

and performed the SCADA system Factory Acceptance Test, which included developing test forms, configuring and setting up demonstration system, and coordinating with contractor and City personnel. Organized and performed SCADA System Training for City personnel, which included developing training documents, class outlines, and temporary staging of the new SCADA server in the client's training facility.

- Startup engineer for implementation of the SCADA system for the City of Sunnyvale, California, Digester #3 Rehabilitation. Tasks included making modifications to the plant PLC program and developing control strategies to accommodate equipment requirements. Coordinated with contractor's onsite personnel to achieve plant startup on schedule and worked with City personnel to tailor the operator interface to suit the client's needs.
- Technical consultant for the Sacramento County Sanitation District 1 control system conversion. Provided technical assistance to the County's staff programmer in the development of RTU programming using TelePace software with Control Microsystems SCADAPack RTUs.
- Senior programmer for the City of Corcoran, California, Arsenic Removal Water Treatment Plant. Responsibilities included: developing and designing the interface system for control of a new pressurized filtration plant using Intellution Proficy iFix SCADA/HMI software; integrating existing outdated wellfield control HMI software into the new iFix SCADA system; programming Allen-Bradley SLC5/05 to control all plant processes, interact with Pressure Filter OEM PLC, and communicate with wellfield and distribution pump station SCADAPack RTUs.
- Lead PLC programmer and SCADA system developer for control system upgrades of four Placer County Water Agency (PCWA) water treatment plants. Initial work for PCWA included development of hardware and software design guides. PCWA has nine water treatment plants of various sizes located throughout Placer County and regularly rotates the operational duties of its operations staff to all of its plants. Since operators need to be able to rotate from plant to plant, PCWA requires that its control systems have a common look and feel among the plants.

The first upgraded plant was PCWA's Foothill 2 Water Treatment Plant, which involved removing an outdated and unreliable control system and replacing it with a redundant pair of Allen-Bradley PLC5/80E processors. These processors provide reliable fail-over capability for control of all systems related to the automatic operation of this 15-mgd plant.

The second upgraded plant was PCWA's Bowman Water Treatment Plant. This project used the developed control standards to provide plant operations staff with a familiar control system for this 12-mgd plant. Minor modifications to the PLC program and SCADA interface screens were needed to account for physical differences in the plant's design. Project time and costs were greatly reduced without sacrificing plant performance or control.

The third upgraded plant was PCWA's Sunset Water Treatment Plant, which involved migrating the control standards to Intellution's new iFix SCADA software. This 8-mgd plant was built in the 1960s and, until the time of this project, had no automated controls. The introduction of automated controls, similar to PCWA's modern plants, greatly eased the burden on operations personnel, as operators are assigned to more than one plant each day.

The fourth upgraded plant was PCWA's Foothill 1 Water Treatment Plant, which was the original plant at PCWA's Foothill site, and involved the addition of five new filters to its existing four. The new filters increased the plant's capacity from 12 mgd to 40 mgd. To accommodate the increased filter flow capacity, an Actiflo® system was added to replace the function of the sedimentation basins. This required PLC programming and SCADA development to interface with the Actiflo® vendor's PLC. Additionally, the chemical feed system for the entire Foothill site was upgraded including controls for alum, PACL, liquid polymer, dry polymer, NaOH, lime, PAC, and chlorine.

All PCWA plant control systems use Allen-Bradley PLC 5/40E processors and Intellution SCADA software. Communications between SCADA PC and PLC processors are Ethernet TCP/IP. SCADA workstations were developed so that each plant can be monitored remotely from PCWA headquarters in Auburn, California, across the Agency's wide area network.



WESTERN WATER
CONSTRUCTORS, INC.



Paul S. Healy
Electrical Division Manager
Western Water Constructors, Inc.

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Vision

Our vision at Western Water is to provide seamless water and energy projects to our clients by integrating design and construction enabling the delivery of fast-tracked projects with enhanced quality, cost savings, and client satisfaction.

Experience

Over 30 years' experience as a general electrician. Most recently acquired C-10 classification and am the RME for Western Water currently managing our electrical division. Focusing on wastewater and water treatment facilities including water treatment design build and arc flash mitigation project working closely with clients to meet their needs. We also have experience outside the box that include a bio-gen facility at a Bakersfield dairy and others in the works.

2015 to present – Western Water Electrical Division Manager

2008 to 2015 – Western Water Electrical Division Foreman

2005 to 2008 – Western Water General Electrician – lead man

2003 to 2005 – Elite Electric – co-owner/electrical foreman

2002 to 2003 – Unity Electric – electrical foreman

2001 to 2002 – Home Builder (built my own home)

1994 to 2001 – Nunes Electric – electrical foreman

1983 to 1994 – Precision Electric – electrician – lead man - foreman

Education

Silver Creek High School – San Jose

California State Certified Electrician – E-109804-G

Contractors State License Board – RME C10 Classification



Notable Projects

2014	Woodland WWTP Aeration Retrofit – Woodland, CA	\$15.0 M
2014	Lodi WWTP Emergency Digester Repair – Lodi, CA	\$2.0 M
2014	Stanford Resource Recovery Center – Stanford, CA	\$2.5 M
2014	Roseville ARC Flash Mitigation Project – Roseville, CA	\$1.0 M
2013	Old River Dairy Digester Waste to Energy – Bakersfield, CA	\$6.3 M
2012	Napa Berryessa RID WWTP and WTP – Napa, CA	\$10.9 M
2011	Regional WWTP Dewatering Facility – Fresno, CA	\$15.4 M
2010	Digester Dome and Gas Storage – Fresno, CA	\$4.3 M
2009	SFPUC Lake Merced Pump Station – SF, CA	\$34.9M
2009	Ironhouse WWTP – Oakley, CA	\$55.4 M
2008	E. George WWTP – Grass Valley, CA	\$14.8 M
2007	CMSA WWTP – San Rafael, CA	\$30.6 M
2006	Hangtown WWTP – Placerville, CA	\$38.9 M
2005	Olivehurst PUD WWTP – Olivehurst, CA	\$22.7 M
2004	White Slough WWTP – Lodi, CA	\$7.5 M



WESTERN WATER
CONSTRUCTORS, INC.



Adam T. Kersten

Electrical Division

Western Water Constructors, Inc.

707 Aviation Blvd.

Santa Rosa, CA 95403

707-540-9640

adam.kersten@westernwater.com

www.westernwater.com

Vision

Our vision at Western Water is to provide seamless water and energy projects to our clients by integrating design and construction enabling the delivery of fast-tracked projects with enhanced quality, cost savings, and client satisfaction.

Experience

Over 8 years' experience in the electrical field with a focus on municipal and private water, wastewater, and energy infrastructure. This includes water treatment design build and arc flash mitigation projects. Started as a mechanical laborer and used experience and knowledge to transition into the electrical department with a position on the Safety Steering Committee. This position focuses on both daily and electrical safety of the job sites, along with health and wellness of the crews; and is strengthened by extensive background in exercise science.

2012 to present – Western Water Electrical Division

2010 to 2012 – Western Water Mechanical Division

2010 to 2016 – Owner and Operator of AK Custom Integrations (Electrical Company)

2008 to 2010 – Network Technician at Managed Technology Services (MTS)

2008 – Construction Manager at Merced Christian School

2002 to 2008 – Physical Therapy Aide at Yosemite Physical Therapy

Education

NABCEP Photovoltaic Certified

California State Certified Electrician – E-160283-G

OSHA 30 Certified

Merced Junior Collage

Stone Ridge Christian High School



Notable Projects

2014	Woodland WWTP Aeration Retrofit – Woodland, CA	\$15.0 M
2014	Lodi WWTP Emergency Digester Repair – Lodi, CA	\$2.0 M
2014	Stanford Resource Recovery Center – Stanford, CA	\$2.5 M
2014	Owens Lake Dust Mitigation Project-Lone Pine, CA	\$4.2M
2014	Roseville ARC Flash Mitigation Project – Roseville, CA	\$1.0 M
2014	Lemoore Industrial WWTP-Lemoore, CA	\$1.5M
2013	Old River Dairy Digester Waste to Energy – Bakersfield, CA	\$6.3 M
2013	Vibration Sensing Upgrades-Auburn, CA	\$33K
2012	Napa Berryessa RID WWTP and WTP – Napa, CA	\$10.9 M
2012	Aeration Blower Replacement-San Rafael, CA	\$470K
2011	Regional WWTP Dewatering Facility – Fresno, CA	\$15.4 M
2011	Final Clarifier-Weir Cleaning and Adjustment-Fresno, CA	\$128K
2010	Digester Dome and Gas Storage – Fresno, CA	\$4.3 M

EXHIBIT “B”



June 13, 2016

City of Roseville - Environmental Utilities
Mr. Charles Aycock
EIM Systems Coordinator
1800 Booth Road
Roseville, CA 95747

Firm/Contact Information:

Carollo Engineers, Inc.

JD Dorafsha, P.E., Principal-in-Charge/Project Manager
2700 Ygnacio Valley Road, Suite 300
Walnut Creek, CA 94598
Phone: 925-932-1710 / Fax: 925-930-0208
email: jdorafsha@carollo.com

Attention: Mr. Charles Aycock, Environmental Utilities Department

Subject: Cost Proposal for Arc Flash Hazard Analysis - Environmental Utilities Remote Sites

Dear Mr. Aycock,

Carollo Engineers has reviewed the requirements of the Request for Proposals for the City of Roseville, Environmental Utilities Department's (EUD) arc flash hazard analysis for EUD's remote sites. Based on this information and our experience, we have prepared a cost proposal for each individual facility and rolled-up costs for each group of facilities as requested in the RFP (see attached).

Table 1 below summarizes our proposed fee for each group of facility. The time commitment for each proposed staff on each facility is shown in the attached detailed cost proposal.

Table 1 - Estimated Cost for Arc Flash Hazard Analysis

Remote Sites	Proposed Fee
Wastewater Sites	\$55,253
Recycled Water Sites	\$13,051
Water Sites	\$66,767
Storm Water Sites	\$18,817
Total	\$153,888

Table 2 below summarizes a breakdown of the estimated time required by the proposed staff to complete this project. Please note the keynotes at the bottom of Table 2 for assumptions made in estimating the hours and cost for this project.

Table 2 - Hourly Rates for Proposed Staff

Staff	Hourly Rate	Estimated Time on Project
JD Dorafsha (Carollo)	\$281	18%
Sejal Mehta (Carollo)	\$150	27%
Alan Mlakar (Carollo)	\$140	11%
Anthony Morroni (Carollo)	\$281	5%
Ravel Ammerman (Carollo)	\$281	1%
Paul Healy (WWCI) ⁽¹⁾	\$145	7%
Adam Kersten (WWCI) ⁽¹⁾	\$105	20%
Jeff Poole (ITI) ⁽²⁾	\$150	4%
Clerical- Document Processing	\$121	7%

⁽¹⁾ Subcontractor's time shown for data gathering is estimated and depends on facility and equipment condition as well as shutdown capabilities of facilities.

⁽²⁾ Subcontractor's time shown in the cost proposal is an estimate since the amount of work required will not be known until the data gathering and engineering analysis tasks are complete. Jeff Poole is the project manager at ITI. It is not known at this time who from ITI will be performing their task, however, Jeff provided a general hourly rate for a technician who would be assigned to this project. ITI will perform programming of digital relays and trip units and testing of protective devices as needed.

The budget estimate should be considered preliminary, as you may want to add, remove, or adjust tasks from this estimate. We will work with you to develop a more precise scope and estimate during final contract negotiations.

We are available to answer any questions, discuss scope and budget adjustments, or provide additional information. Please do not hesitate to call.

Sincerely,

CAROLLO ENGINEERS, INC.



JD Dorafsha, P.E.

Principal-in-Charge and Project Manager

\$ 281.00 \$ 281.00 \$ 281.00 \$ 140.00 \$ 150.00 \$ 121.00 \$ 145.00 \$ 105.00 \$ 150.00 \$ 110

City of Roseville Arc Flash Hazard Analysis - Environmental Utilities Remote Sites Cost Estimate - Revised 06/06/2016	Anthony Morroni	Ravel Ammerman	JD Dorafsha	Alan Mlakar	Sejal Mehta	-	Paul Healy	Adam Kersten	Jeff Poole		Total Hours	Total Carillo Labor Cost (including \$11.70/hr for PCE)	Total Subcontractor Labor Cost w/ 10% Markup	Carollo ODC (Vehicle Mileage, Production, Labels)	Subcontractors Expenses (Truck, Tools, Per Diem Expenses)	Total Cost
			Project Manager /Senior Engineer	Project Engineer	Staff Engineer	Clerical/Document Processing	Subcontractors: Western Water Constructors, Inc. (WWCI)	Subcontractors: Western Water Constructors, Inc. (WWCI)	Subcontractors: Industrial Tests, Inc. (ITI)							

WASTEWATER SITES

301 Alta Vista LS

Task 1	Data Gathering	0	0	0	0	0	0	0	1	4	0	0	\$	622	\$	-	\$	250	\$	872
Task 2	Engineering Analysis	0	0	1	1	2	0	0	0	0	0	4	\$	768	\$	-	\$	-	\$	768
Task 3	Mitigation and Recommendations	1	0	1	1	2	1	0	0	0	0	6	\$	1,193	\$	-	\$	200	\$	1,393
Task 4	Project Management	0	0	0	1	0	0	0	0	0	0	1	\$	293	\$	-	\$	-	\$	293
Facility Totals (Tasks 1-4)		1	0	3	2	4	1	1	1	4	0	16	\$	2,254	\$	622	\$	200	\$	3,325

842 Portside LS

Task 1	Data Gathering	0	0	0	0	0	0	0	5	\$ -	\$ 622	\$ -	\$ 250	\$ 872
Task 2	Engineering Analysis	0	0	1	1	2	0	0	4	\$ 768	\$ -	\$ -	\$ -	\$ 768
Task 3	Mitigation and Recommendations	1	0	1	1	2	0	0	6	\$ 1,193	\$ -	\$ 200	\$ -	\$ 1,393
Task 4	Project Management	0	0	1	0	0	0	0	1	\$ 293	\$ -	\$ -	\$ -	\$ 293
Facility Totals (Tasks 1-4)		1	0	3	2	4	1	0	16	\$ 2,254	\$ 622	\$ 200	\$ 250	\$ 3,325

1402 Elm Street LS

Task 1	Data Gathering	0	0	0	0	0	0	0	5	\$ -	\$ 622	\$ -	\$ 250	\$ 872
Task 2	Engineering Analysis	0	0	1	1	2	0	0	4	\$ 768	\$ -	\$ -	\$ -	\$ 768
Task 3	Mitigation and Recommendations	1	0	1	1	2	0	0	6	\$ 1,193	\$ -	\$ 200	\$ -	\$ 1,393
Task 4	Project Management	0	0	1	0	0	0	0	1	\$ 293	\$ -	\$ -	\$ -	\$ 293
Facility Totals (Tasks 1-4)		1	0	3	2	4	1	0	16	\$ 2,254	\$ 622	\$ 200	\$ 250	\$ 3,325

300 Castle Court LS

Task 1	Data Gathering	0	0	0	0	0	0	0	5	\$ -	\$ 622	\$ -	\$ 250	\$ 872
Task 2	Engineering Analysis	0	0	1	1	2	0	0	4	\$ 768	\$ -	\$ -	\$ -	\$ 768
Task 3	Mitigation and Recommendations	1	0	1	1	2	0	0	6	\$ 1,193	\$ -	\$ 200	\$ -	\$ 1,393
Task 4	Project Management	0	0	1	0	0	0	0	1	\$ 293	\$ -	\$ -	\$ -	\$ 293
Facility Totals (Tasks 1-4)		1	0	3	2	4	1	0	16	\$ 2,254	\$ 622	\$ 200	\$ 250	\$ 3,325

2028 Brady Lane LS

Task 1	Data Gathering	0	0	0	0	0	0	0	5	\$ -	\$ 622	\$ -	\$ 250	\$ 872
Task 2	Engineering Analysis	0	0	1	1	2	0	0	4	\$ 768	\$ -	\$ -	\$ -	\$ 768
Task 3	Mitigation and Recommendations	1	0	1	1	2	0	0	6	\$ 1,193	\$ -	\$ 200	\$ -	\$ 1,393
Task 4	Project Management	0	0	1	0	0	0	0	1	\$ 293	\$ -	\$ -	\$ -	\$ 293
Facility Totals (Tasks 1-4)		1	0	3	2	4	1	0	16	\$ 2,254	\$ 622	\$ 200	\$ 250	\$ 3,325

2500 North Cirby LS

Woodcreek West LS															
Task 1	Data Gathering	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 2	Engineering Analysis	0	0	0	1	1	2	0	0	0	0	0	0	4	5
Task 3	Mitigation and Recommendations	1	0	0	1	1	2	1	0	0	0	0	0	6	4
Task 4	Project Management	0	0	0	1	0	0	0	0	0	0	0	0	1	1
Facility Totals (Tasks 1-4)		1	0	0	3	2	4	1	1	1	4	0	0	16	16
Task 1	Data Gathering	0	0	0	0	0	0	0	0	0	0	0	0	5	5
Task 2	Engineering Analysis	0	0	0	1	1	2	0	0	0	0	0	0	4	4
Task 3	Mitigation and Recommendations	1	0	0	1	1	2	1	0	0	0	0	0	6	6
Task 4	Project Management	0	0	0	1	0	0	0	0	0	0	0	0	1	1
Facility Totals (Tasks 1-4)		1	0	0	3	2	4	1	1	1	4	0	0	16	16
1779 East Roseville Parkway LS															
Task 1	Data Gathering	0	0	0	0	0	0	0	0	0	0	0	0	5	5
Task 2	Engineering Analysis	0	0	0	1	1	2	0	0	0	0	0	0	4	4
Task 3	Mitigation and Recommendations	1	0	0	1	1	2	1	0	0	0	0	0	6	6
Task 4	Project Management	0	0	0	1	0	0	0	0	0	0	0	0	1	1
Facility Totals (Tasks 1-4)		1	0	0	3	2	4	1	1	1	4	0	0	16	16
1747 Blue Oaks LS															
Task 1	Data Gathering	0	0	0	0	0	0	0	0	0	0	0	0	5	5
Task 2	Engineering Analysis	0	0	0	1	1	2	0	0	0	0	0	0	4	4
Task 3	Mitigation and Recommendations	1	0	0	1	1	2	1	0	0	0	0	0	6	6
Task 4	Project Management	0	0	0	1	0	0	0	0	0	0	0	0	1	1
Facility Totals (Tasks 1-4)		1	0	0	3	2	4	1	1	1	4	0	0	16	16
9705 Sierra College LS															
Task 1	Data Gathering	0	0	0	0	0	0	0	0	0	0	0	0	5	5
Task 2	Engineering Analysis	0	0	0	1	1	2	0	0	0	0	0	0	4	4
Task 3	Mitigation and Recommendations	1	0	0	1	1	2	1	0	0	0	0	0	6	6
Task 4	Project Management	0	0	0	1	0	0	0	0	0	0	0	0	1	1
Facility Totals (Tasks 1-4)		1	0	0	3	2	4	1	1	1	4	0	0	16	16
Stoneridge LS															
Task 1	Data Gathering	0	0	0	0	0	0	0	0	0	0	0	0	5	5
Task 2	Engineering Analysis	0	0	0	1	1	2	0	0	0	0	0	0	4	4
Task 3	Mitigation and Recommendations	1	0	0	1	1	2	1	0	0	0	0	0	6	6
Task 4	Project Management	0	0	0	1	0	0	0	0	0	0	0	0	1	1
Facility Totals (Tasks 1-4)		1	0	0	3	2	4	1	1	1	4	0	0	16	16
1151 Washington LS															
Task 1	Data Gathering	0	0	0	0	0	0	0	0	0	0	0	0	5	5
Task 2	Engineering Analysis	0	0	0	1	1	2	0	0	0	0	0	0	4	4
Task 3	Mitigation and Recommendations	1	0	0	1	1	2	1	0	0	0	0	0	6	6
Task 4	Project Management	0	0	0	1	0	0	0	0	0	0	0	0	1	1
Facility Totals (Tasks 1-4)		1	0	0	3	2	4	1	1	1	4	0	0	16	16
Wastewater Collections Building															
Task 1	Data Gathering	0	0	0	0	0	0	0	0	0	0	0	0	4	4

Stoneridge Reservoir													
Facility Totals (Tasks 1-4)													
Task 1	Data Gathering	0	0	0	0	0	0	0	0	0	0	0	0
Task 2	Engineering Analysis	0	0	0	0	0	0	0	0	0	0	0	0
Task 3	Mitigation and Recommendations	1	0	0	2	1	3	1	0	0	0	100	250
Task 4	Project Management	0	0	0	0	0	0	0	0	0	0	0	0
Facility Totals (Tasks 1-4)		1	0	0	4	2	6	1	1	1	4	100	600
Highland Reserve North PS													
Task 1	Data Gathering	0	0	0	0	0	0	0	0	0	0	0	0
Task 2	Engineering Analysis	0	0	0	2	0	4	0	0	0	0	0	0
Task 3	Mitigation and Recommendations	1	0	0	2	2	4	0	0	0	0	200	250
Task 4	Project Management	0	0	0	1	0	0	0	0	0	0	0	0
Facility Totals (Tasks 1-4)		1	0	0	5	4	8	2	2	0	6	200	750
Antelope Rd Metering Station													
Task 1	Data Gathering	0	0	0	0	0	0	0	0	0	0	0	0
Task 2	Engineering Analysis	0	0	0	1	0	1	0	0	0	0	0	0
Task 3	Mitigation and Recommendations	1	0	0	1	0	2	1	0	0	0	100	0
Task 4	Project Management	0	0	0	0	0	0	0	0	0	0	0	0
Facility Totals (Tasks 1-4)		1	0	0	2	0	3	1	1	1	0	100	250
American Vineyard Village Metering													
Task 1	Data Gathering	0	0	0	0	0	0	0	0	0	0	0	0
Task 2	Engineering Analysis	0	0	0	1	0	1	0	0	0	0	0	0
Task 3	Mitigation and Recommendations	1	0	0	1	0	2	1	0	0	0	100	0
Task 4	Project Management	0	0	0	0	0	0	0	0	0	0	0	0
Facility Totals (Tasks 1-4)		1	0	0	2	0	3	1	1	1	0	100	250
Pleasant Grove PS and PRS													
Task 1	Data Gathering	0	0	0	0	0	0	0	0	0	0	0	0
Task 2	Engineering Analysis	0	0	0	2	2	4	0	0	0	0	0	0
Task 3	Mitigation and Recommendations	1	0.5	2	2	2	4	2	0	0	0	200	250
Task 4	Project Management	0	0	0	1	0	0	0	0	0	0	0	0
Facility Totals (Tasks 1-4)		1	1	1	5	4	8	2	2	2	6	200	750
PRF Road PS and PRS													
Task 1	Data Gathering	0	0	0	0	0	0	0	0	0	0	0	0
Task 2	Engineering Analysis	0	0	0	2	2	4	0	0	0	0	0	0
Task 3	Mitigation and Recommendations	1	0.5	2	2	2	4	2	0	0	0	200	250
Task 4	Project Management	0	0	0	1	0	0	0	0	0	0	0	0
Facility Totals (Tasks 1-4)		1	1	1	5	4	8	2	2	2	6	200	750
Junction Blvd PRS													
Task 1	Data Gathering	0	0	0	0	0	0	0	0	0	0	0	0
Task 2	Engineering Analysis	0	0	0	1	0	1	0	0	0	0	0	0
Task 3	Mitigation and Recommendations	1	0	0	1	0	2	1	0	0	0	100	0
Task 4	Project Management	0	0	0	0	0	0	0	0	0	0	0	0
Facility Totals (Tasks 1-4)		1	0	0	2	0	3	1	1	1	1	100	250

Baseline PRS

Task 1	Data Gathering	0	0	0	0	0	0	0	1	1	0	0	2	\$	275	\$	250	\$	525
Task 2	Engineering Analysis	0	0	1	0	1	0	0	0	0	0	0	2	\$	454	\$	-	\$	454
Task 3	Mitigation and Recommendations	1	0	1	0	2	1	0	0	0	0	0	5	\$	1,042	\$	100	\$	1,142
Task 4	Project Management	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$	-	\$	-
Facility Totals (Tasks 1-4)		1	0	2	0	3	1	1	1	1	0	0	9	\$	1,496	\$	275	\$	2,121
Water Sites Total																			
STORM WATER SITES																			
Elisa Way SWPS																			
Task 1	Data Gathering	0	0	0	0	0	0	0	1	2	0	0	3	\$	391	\$	250	\$	641
Task 2	Engineering Analysis	0	0	1	0	2	0	0	0	0	0	0	3	\$	616	\$	-	\$	616
Task 3	Mitigation and Recommendations	1	0	1	0	2	1	0	0	0	0	0	5	\$	1,042	\$	100	\$	1,142
Task 4	Project Management	0	0	1	0	0	0	0	0	0	0	0	1	\$	293	\$	-	\$	293
Facility Totals (Tasks 1-4)		1	0	3	0	4	1	1	1	2	0	0	12	\$	1,950	\$	391	\$	2,691
Twin Creek SWPS																			
Task 1	Data Gathering	0	0	0	0	0	0	0	1	4	0	0	5	\$	622	\$	250	\$	872
Task 2	Engineering Analysis	0	0	1	1	2	0	0	0	0	0	0	4	\$	768	\$	-	\$	768
Task 3	Mitigation and Recommendations	1	0	1	1	2	1	0	0	0	0	0	6	\$	1,193	\$	100	\$	1,293
Task 4	Project Management	0	0	1	0	0	0	0	0	0	0	0	1	\$	293	\$	-	\$	293
Facility Totals (Tasks 1-4)		1	0	3	2	4	1	1	1	4	0	0	16	\$	2,254	\$	622	\$	3,225
Lee Way SWPS																			
Task 1	Data Gathering	0	0	0	0	0	0	0	1	4	0	0	5	\$	622	\$	250	\$	872
Task 2	Engineering Analysis	0	0	1	1	2	0	0	0	0	0	0	4	\$	768	\$	-	\$	768
Task 3	Mitigation and Recommendations	1	0	1	1	2	1	0	0	0	0	0	6	\$	1,193	\$	100	\$	1,293
Task 4	Project Management	0	0	1	0	0	0	0	0	0	0	0	1	\$	293	\$	-	\$	293
Facility Totals (Tasks 1-4)		1	0	3	2	4	1	1	1	4	0	0	16	\$	2,254	\$	622	\$	3,225
Lora Way SWPS																			
Task 1	Data Gathering	0	0	0	0	0	0	0	1	4	0	0	5	\$	622	\$	250	\$	872
Task 2	Engineering Analysis	0	0	1	1	2	0	0	0	0	0	0	4	\$	768	\$	-	\$	768
Task 3	Mitigation and Recommendations	1	0	1	1	2	1	0	0	0	0	0	6	\$	1,193	\$	100	\$	1,293
Task 4	Project Management	0	0	1	0	0	0	0	0	0	0	0	1	\$	293	\$	-	\$	293
Facility Totals (Tasks 1-4)		1	0	3	2	4	1	1	1	4	0	0	16	\$	2,254	\$	622	\$	3,225
West Colonial SWPS																			
Task 1	Data Gathering	0	0	0	0	0	0	0	1	4	0	0	5	\$	622	\$	250	\$	872
Task 2	Engineering Analysis	0	0	1	1	2	0	0	0	0	0	0	4	\$	768	\$	-	\$	768
Task 3	Mitigation and Recommendations	1	0	1	1	2	1	0	0	0	0	0	6	\$	1,193	\$	100	\$	1,293
Task 4	Project Management	0	0	1	0	0	0	0	0	0	0	0	1	\$	293	\$	-	\$	293
Facility Totals (Tasks 1-4)		1	0	3	2	4	1	1	1	4	0	0	16	\$	2,254	\$	622	\$	3,225
Atlantic Street SWPS																			
Task 1	Data Gathering	0	0	0	0	0	0	0	1	4	0	0	5	\$	622	\$	250	\$	872
Task 2	Engineering Analysis	0	0	1	1	2	0	0	0	0	0	0	4	\$	768	\$	-	\$	768
Task 3	Mitigation and Recommendations	1	0	1	1	2	1	0	0	0	0	0	6	\$	1,193	\$	100	\$	1,293
Task 4	Project Management	0	0	1	0	0	0	0	0	0	0	0	1	\$	293	\$	-	\$	293
Facility Totals (Tasks 1-4)		1	0	3	2	4	1	1	1	4	0	0	16	\$	2,254	\$	622	\$	3,225
Task 1																			
Task 1	Data Gathering	0	0	0	0	0	0	0	1	4	0	0	5	\$	622	\$	250	\$	872
Task 2	Engineering Analysis	0	0	1	1	2	0	0	0	0	0	0	4	\$	768	\$	-	\$	768
Task 3	Mitigation and Recommendations	1	0	1	1	2	1	0	0	0	0	0	6	\$	1,193	\$	100	\$	1,293
Task 4	Project Management	0	0	1	0	0	0	0	0	0	0	0	1	\$	293	\$	-	\$	293
Facility Totals (Tasks 1-4)		1	0	3	2	4	1	1	1	4	0	0	16	\$	2,254	\$	622	\$	3,225

Task 4	Project Management	0	0	1	0	0	0	0	0	0	0	0	1	\$ 293	\$ -	\$ -	\$ -	\$ 293
	Facility Totals (Tasks 1-4)	1	0	3	2	4	1	1	4	0	0	0	16	\$ 2,254	\$ 622	\$ 100	\$ 250	\$ 3,225
	Storm Water Sites Total													\$ 13,219	\$ 3,498	\$ 600	\$ 1,500	\$ 18,817
	All Sites Totals	39	4	129	80	193	47	53	147	27	719			\$ 102,179	\$ 30,509	\$ 6,250	\$ 14,950	\$ 153,888

ORDINANCE NO. 5737

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

THE CITY OF ROSEVILLE ORDAINS:

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

Appropriate funds for the Arc Flash Hazard Analysis – Environmental Utilities Remote Sites project per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$40,000.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

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

A.R. 6.01 Budget Adjustment Policy & Procedure.

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

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Charles Aycock

DEPARTMENT/DIVISION*: Environmental Utilities

FISCAL YEAR/EFFECTIVE DATE*: FY17

PROPOSED COUNCIL DATE (if applicable): 09/07/2016

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
20,000	00482	3902	482	153002		Transfer funds from HUT Fund to CIP 153002
20,000	30003	6130	482	153002	45	Increase Arc Flash Mitigation-Renote project
\$ 40,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
20,000	00252	8902	252	153002		Transfer funds from HUT Fund to CIP 153002
20,000			252			HUT fund balance
\$ 40,000	TOTAL					

FINANCE USE	Approved:		
	<i>Kathy Cullen</i>	8/9/16	<i>Walter Huel</i>
	BUDGET MANAGER/DESIGNEE	DATE	Finance Director
			Date

Justification for Budget Adjustment*:

Transfer funds from Highway Users Tax (HUT) Fund to Water Rehab to fund increase to project 153002 to incorporate stormwater arc flash hazard assessments concurrently with similar Environmental Utilities facilities.

Approved:		Approved:	
<i>Shirley D. Parnum</i>	8/21/16		
REQUESTING DEPARTMENT HEAD / (B) SIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 7997
File #: 0721-03

Title: Second Reading - Golden 1 Center - Bus Service and Municipal Code Amendment
Contact: Eileen Bruggeman (916) 774-5449 ebruggeman@roseville.ca.us

Meeting Date: 9/21/2016
Item #: 7.22.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 5740 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING SECTION 14.30.080 OF CHAPTER 14.30 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC TRANSIT for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Eileen Bruggeman, Alternative Transportation Analyst

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5740

ORDINANCE NO. 5740

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING SECTION
14.30.080 OF CHAPTER 14.30 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING PUBLIC TRANSIT

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 14.30.080 of Chapter 14.30 of Title 14 of the Roseville Municipal Code is hereby added to read as follows:

Express bus service between Roseville and the Golden 1 Center in Sacramento:

A. Advance Purchases:

- | | | |
|----|--------------------------------|-------------------------------|
| 1. | Youth 3 -18 years old | \$9.00 per person, roundtrip |
| 2. | Adults 19 years old and older | \$12.00 per person, roundtrip |
| 3. | Children 2 years old and under | FREE |

B. At the Door:

- | | | |
|----|----------------------------------|---|
| 1. | All Passengers 3 years and older | \$15.00 per person, single or roundtrip |
| 2. | Children 2 years old and under | FREE |

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES	COUNCILMEMBERS:
NOES	COUNCILMEMBERS:
ABSENT	COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 7976
File #: 0316-03

Title: Modification to the Downtown Commercial Permit Parking Program
Contact: Ted Treleven (916) 746-1300 ttreleven@roseville.ca.us

Meeting Date: 9/21/2016
Item #: 7.23.

RECOMMENDATION TO COUNCIL

Staff recommends the Council approve converting two 1-hour parking spaces in the downtown parking garage to 1-hour restricted/Commercial Permit exempt spaces.

BACKGROUND

Roseville Municipal Code (RMC) 11.20.510 established a Commercial Permit Parking Program to provide downtown merchants with the opportunity to purchase parking permits exempting employees from time restricted parking when no unrestricted parking is available near their place of business. Currently, all of the commercial permit parking is located behind the 200 block of Vernon Street. Recently, a downtown merchant requested that two of the 1-hour spaces in the downtown parking garage be included in the Commercial Permit Exempt parking so that there would be commercial permit parking closer to his business near the parking garage. He stated that employees often needed to bring heavy equipment in and out of the building and he needed stalls on the ground floor just like the other parking spaces on the 200 block for deliveries. There are 30 1-hour parking spaces on the first floor of the parking garage. Converting two of these spaces to 1-hour parking/Commercial Permit exempt will provide for first come/first serve parking while still giving downtown merchants with permits, or anyone with an ADA placard, the ability to park for an unlimited amount of time as needed in two parking stalls on the ground floor of the garage. Staff reviewed this recommended change with the Downtown Merchants Association and they are supportive.

FISCAL IMPACT

None. The cost of making and mounting signs is included in existing operating budgets.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The addition of parking spaces to a permit exemption creates no physical change to the environment, and therefore is not subject to CEQA.

Respectfully Submitted,

Ted Treleven, Assistant Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Parking Exhibit



TWO SPACES

PARKING GARAGE. 1ST FLOOR.
NORTHEAST CORNER



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
TRAFFIC STUDIES SECTION

PARKING GARAGE COMMERCIAL
EXEMPTION PERMIT

EXHIBIT 1

DATE: AUGUST 2016

DRAWN: T. TRELEVEN

SCALE: NONE



COUNCIL COMMUNICATION

CC #: 7977
File #: 0800-04

Title: Out of State Travel Request - Electric Department
Contact: Jason Miller (916) 746-1665 jmiller@roseville.ca.us

Meeting Date: 9/21/2016
Item #: 7.24.

RECOMMENDATION TO COUNCIL

Staff recommends City Council authorize up to nine out of state trips for staff to attend Siemens Energy factory training for new power plant gas turbine controls in Alpharetta, Georgia between October 2016 and January 2017. The travel and training is included in the scope of work for the long term maintenance agreement approved by City Council in 2012. The factory training is required for three power plant technicians to learn how to maintain the new control system at the Roseville Energy Park. Total cost is \$55,550 (\$20,000 for travel and \$35,550 for training). Funding is included in the Electric Department budget for FY 2017.

BACKGROUND

Roseville Electric owns and operates two natural gas fired power plants, the Roseville Energy Park (REP) and Roseville Power Plant #2 (RPP2). Staff is currently preparing for installation of a new controls system at the REP, scheduled for January 2017. One of the important activities of the REP controls project is the factory training of maintenance technicians on the new controls software and hardware.

Siemens Energy, the supplier of the new controls software and hardware, has a controls division located in Alpharetta, Georgia where controls design, fabrication and testing occur. Factory training provides maintenance staff the opportunity to interface directly with the software and hardware designers, receive hands-on equipment training, and observe system operation prior to installation.

Advanced training for REP staff will simplify and expedite system installation during the commissioning phase of the project. The training consists of three one-week sessions for each staff member. The following staff will be attending the training: Vince Lee, Power Plant Instrument and Control Technician; Brian Boyd, Power Plant Instrument and Control Technician; and Leonard Ladd, Electric Technology Systems Technician.

FISCAL IMPACT

Cost of the travel and training is \$55,550. Funding is included in the Electric Department budget for FY17 as part of the Control System Rehabilitation capital improvement project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The request for travel is not considered a "project" as defined by the California Environmental Quality Act ("CEQA") (CEQA Guidelines § 15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Jason Miller, Senior Power Plant Engineer

Michelle Bertolino, Electric Utility Director

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

Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 7990
File #: 0600-02

Title: Out of State Travel Request - Police Department
Contact: Dee Dee Gunther (916) 774-5015, ddgunther@roseville.ca.us

Meeting Date: 9/21/2016
Item #: 7.25.

RECOMMENDATION TO COUNCIL

Approve travel for a police officer assigned to the Roseville-Rocklin regional Explosive Ordnance Disposal (EOD) unit to attend a bomb disposal technician conference in Spokane, Washington from October 3-7, 2016.

BACKGROUND

Staff is requesting Council's approval for Detective Adrian Coghlan to attend the International Association of Bomb Technicians and Investigators in-service training conference in Spokane, Washington from October 3-7, 2016. The conference includes instructors from the FBI, the federal Bureau of Alcohol, Tobacco and Firearms (ATF) and the military, who will update attendees on the latest technologies, tactics and case studies in disabling IEDs (improvised explosive devices) and conducting related investigations. This is an opportunity for Roseville's bomb disposal technician to be trained by a number of experienced experts in the field in one place, and will increase the police department's capacity to protect our community.

FISCAL IMPACT

The cost of the travel and training is estimated at \$1,900, and is included in the police department's budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

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

ENVIRONMENTAL REVIEW

This request for out of state travel is not a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Dee Dee Gunther, Department Public Information Officer

Daniel Hahn, Police Chief

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

Rob Jensen, City Manager

ATTACHMENTS:

Description

Training conference information



Roseville Police Department
1051 Junction Blvd
Roseville, CA 95678

Daniel Hahn, Chief of Police

RPD 70 / 2012

TRAINING REQUEST FORM

Course Title

IABTI Conference

Cost

\$400

POST Plan #

N/A

STC

NON-POST

Student #1

Student #2

A. Coghlan

Location

Spokane, Washington

Course Date(s)

10-3 to 10-7-2016

Vendor

IABTI

Contact Name

Address

Spokane, Washington

Email

region1@iabti.org

Contact Phone

Fax

Notes

JUSTIFICATION FOR TRAINING

Bomb Squad Training

TUITION \$400

AIRTRAVEL - \$700 EACH

LODGING - \$100 EACH PER DAY

PER DIEM - \$59 PER DAY

NOTES

$$\begin{array}{r} \times 5 \\ 295 \\ \times 2 \\ \hline 590 \end{array}$$

~~800~~
~~1400~~
~~200~~
~~600~~
~~2700~~
~~2700~~

TUITION \$400

TRAVEL \$700

LODGING \$500

PER DIEM \$300

TOTAL \$1900

Approve



Deny



Date

9/4/2016

Approve



Deny



Date

9/5/16

Manager Sign

D. Blalock #113

Captain Sign

JR #117

Notes

Budget Code

5531-5530 -

655521

2016 Region 1

In-Service Training
Conference

Spokane Washington
October 03 – 07, 2016
\$400.00 per person



Hotel Reservations

Northern Quest Resort

100 N. Hayford Rd

Airway Heights, WA. 99001

Phone 1-877-871-6772

www.northernquest.com

\$96.00 + tax, resort fee

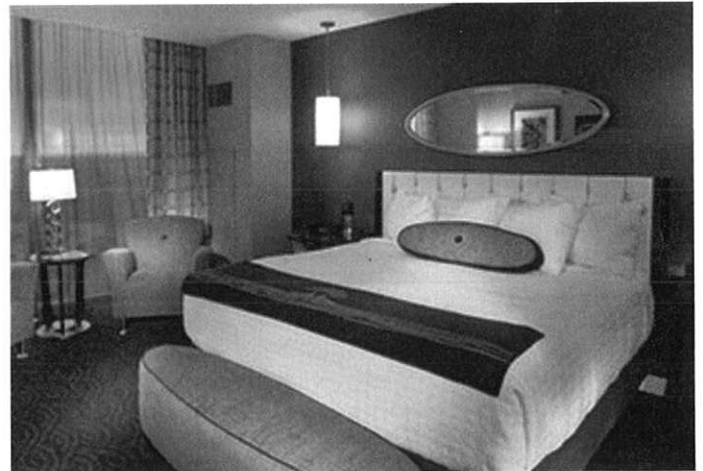
Group Code 16185

Free hotel shuttle from the airport



Schedule Presentation/workshops

- Chuck O'Connor, Explosive Breaching Workshop.
- David Jordan, Law Enforcement Tactical Casualty Care for Bomb Techs
- Dan Waltenbaugh, Post Blast Reconstruction Analyses.
- Bomb Scenario Training (Rodeo)
- We will offer testing for the Certified Post Blast Investigator Program to those who are approved by the board
 - Subject to Change



**Region 1 Welcomes Members From ALL
Regions to Our Conference in Spokane, WA.**

For more information got to www.iabti.org or via email at region1@iabti.org



Sunday October 02, 2016. 1400 hrs.

Registration



Monday October 03, 2016

0600 Set up for exhibitors

0800 Registration

1030 Opening ceremonies

1200 lunch and Exhibitor open

Monday October 03, 2015. 1400 hrs.

Exhibitor Briefings

WORKSHOPS

Tuesday October 04 through Thursday October 06 0800 – 1600

- Venues 1 & 2 will be at the Norther Quest Resort Pavilions 1 and 2
- Venue 3 will be at the Spokane Sheriff Academy,
- Delegates will be split up into three groups and will change venue each day

Venue 1

Dave Jordan

This is a repeat from last year. It was very well received and people are requesting it.

Response to Tacticle Caualty Care

This course teaches public safety first responders the basic medical care interventions that will help save an injured responder's life until EMS practitioners can safely enter a tactical scene. The course combines the principles of PHTLS and Tactical Combat Casualty Care (TCCC), with the training provided to military medics by all branches of our Armed Services. It is consistent with the Tactical Emergency Casualty Care (TECC) guidelines, and meets the recommendations of the Hartford Consensus Document on Improving Survival from Active Shooter Events.

Course participants will learn life-saving medical actions such as bleeding control with a tourniquet, bleeding control with gauze packs or topical hemostatic agents, and opening an airway to allow a

Venue 2

Dan Waltenbaugh

Delegates will be given classes on post blast and then given boxes of components taken from plst blasts. Delegates will analyze the materials.

Venue 3

Spokane Sheriff's Training Center

2302 N. Waterworks Rd. Spokane, WA. 99025

Explosive Breaching Class. Classroom and hands on training utilizing various methods of placing charges. This will be a hands on workshop like we have been doing where we are inviting exhibitors to bring their equipment and participate in the scenarios.

Lunch

Lunch will be served at the hotel inside the exhibitor area.

Banquet

The banquet will be on Wednesday night at the hotel.

Business meeting

We will also conclude our business meeting while at the banquet. I am looking for a location for next years Region 1 RTC so if you would like to host, please get with me.

We will be taking nominations for 3rd Assistant International Director

Turning over Region 1 Directorship to Norm Bergeron

Donations

I am looking for donations. Please bring any item/s you would like to donate for the raffle and silent auction. I can provide a donation form for tax purposes if you need one.



COUNCIL COMMUNICATION

CC #: 8001
File #: 0102-06

Title: Proclamation - Constitution Week
Contact: Heather Blanco (916) 774-5265 hblanco@roseville.ca.us

Meeting Date: 9/21/2016
Item #: 7.26.

RECOMMENDATION TO COUNCIL

Proclaim September 17-23, 2016 as Constitution Week and encourage all citizens to reaffirm the 1787 ideals of the Framers of the Constitution by vigilantly protecting the freedoms guaranteed to all through the United States of America Constitution, the guardian of liberties.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Heather Blanco, Deputy City Clerk

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Proclamation - Constitution Week

City of Roseville Proclamation

CONSTITUTION WEEK

September 17 - 23, 2016

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

WHEREAS, September 17, 2016 marks the two hundred twenty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion; and

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

NOW, THEREFORE, I, CAROL GARCIA, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, on behalf of the City Council, do hereby proclaim **September 17 - 23, 2016** as **CONSTITUTION WEEK** and encourage all citizens to reaffirm the 1787 ideals of the Framers of the Constitution by vigilantly protecting the freedoms guaranteed to all through the United States of America Constitution, the guardian of liberties.

SIGNED AND APPROVED this 21st day of September, 2016.

CAROL GARCIA, MAYOR

ATTEST:

**SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA**





COUNCIL COMMUNICATION

CC: 8003

File #: 0102-10

Title: Resolution of Commendation and Congratulations to Dr. Jeanne Conry

Contact: Heather Blanco (916) 774-5265 hblanco@roseville.ca.us

Meeting Date: 9/21/2016

Item #: 7.27.

RECOMMENDATION TO COUNCIL

Recommend Dr. Jeanne Conry be commended and congratulated for her dedication to the medical profession and recognized as the deserving recipient of the 2016 Physician of the Year by the Placer Nevada County Medical Society.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Heather Blanco, Deputy City Clerk

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution of Commendation and Congratulations to Dr. Jeanne Conry

City of Roseville RESOLUTION

of

COMMENDATION AND CONGRATULATIONS

WHEREAS, Jeanne Conry, M.D., Ph.D. is a practicing Obstetrician and Gynecologist with The Permanente Medical Group; and

WHEREAS, Dr. Conry serves as Assistant Physician-in-Chief for Kaiser Permanente's Sacramento Roseville region, supervising the Women and Children's Hospital, Pediatric Subspecialty and Surgical Services, and the Kaiser Permanente Wellness and Health Promotion efforts; and

WHEREAS, Dr. Conry earned her medical degree from the University of California, Davis, where she also completed her residency in Obstetrics and Gynecology, and she earned a Doctor of Philosophy degree in biology from the University of Colorado; and

WHEREAS, Dr. Conry has been extensively involved in advocacy efforts on behalf of her patients and her profession throughout her career, culminating in service as President of the American Congress of Obstetricians and Gynecologists from 2013-2014, the specialty society representing over 57,000 Obstetricians and Gynecologists, and continues to serve on national level advisory committees for the Department of Health and Human Services, the University of California at San Francisco and the National Business Group on Health, and also serving as an Associate Clinical Professor at University of California, Davis; and

WHEREAS, Dr. Conry has received numerous awards in recognition of her outstanding career including the 2012 Environmental Achievement Award, the 2013 Visionary Leadership Award, and 2014 commendation recognition from the United States House of Representatives acknowledging her accomplishments in women's health; and

WHEREAS, Dr. Jeanne Conry's leadership and advocacy for the health and well-being of her patients make her richly deserving of recognition as the Placer Nevada County Medical Society's 2016 Physician of the Year; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **DR. JEANNE CONRY** be commended and congratulated for her dedication to the medical profession and recognition as the deserving recipient of the 2016 Physician of the Year by the Placer Nevada County Medical Society.

SIGNED AND APPROVED this 21st day of September, 2016.

CAROL GARCIA, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 7995
File #: 0800-02

Title: Regional Water Authority Project Agreement – Regional Water Reliability Plan
Contact: Kelye McKinney (916) 774-5552 kmckinney@roseville.ca.us

Meeting Date: 9/21/2016
Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council review the Regional Water Authority Project Agreement for the preparation of a Regional Water Reliability Plan and approve the attached resolution authorizing the City Manager to sign the agreement on behalf of the City of Roseville.

BACKGROUND

The Regional Water Authority (RWA) is beginning a subscription-based project to develop a Regional Water Reliability Plan (RWRP). The RWRP was identified as a priority by RWA members during the development of the RWA 2013 Strategic Plan. Recent drought conditions, including the regulatory response, have reinforced the need to develop the RWRP for the protection of local water resources. The intent of the RWRP is to identify opportunities for improved water supply reliability under nearly all water supply conditions for each participating agency. Expected outcomes of the RWRP effort include:

- Identification of levels of service desired under current and future conditions for each agency service area
 - Identification of near and long-term vulnerabilities for each agency
 - Identification of near and long-term mitigation action options (projects, operations, agreements)
 - Evaluation of the ability to implement the mitigation actions from a regional operational perspective
 - Identification of additional regional supply yield from implementation of mitigation actions under current and future conditions
 - Advancing the concept of establishing a Regional Water Bank to effectively turn the underlying groundwater basin into a long-term water storage reservoir
 - Identification of funding opportunities and strategies to implement priority mitigation actions
- The RWA project agreement includes a detailed scope of work and budget for the RWRP project and a not-to-exceed budget for the 21 participating agencies.

FISCAL IMPACT

Roseville's share for preparation of the RWMP is a not-to-exceed amount of \$50,000.00. Funds are available in the existing Regional Water Supply Reliability Studies Capital Improvement Project (CIP #153005), funded out of the Water Construction Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Jobs are not directly created as a result of this action.

ENVIRONMENTAL REVIEW

The Regional Water Authority – Regional Water Management Plan is not considered a project as defined by the California Environmental Quality Act (CEQA) {State CEQA guidelines §15378}. Consequently no CEQA action is required.

Respectfully Submitted,

Kelye McKinney, Assistant Environmental Utilities Director

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-415

RWA Project Agreement

RESOLUTION NO. 16-415

APPROVING A REGIONAL WATER AUTHORITY PROJECT AGREEMENT, BY AND BETWEEN THE REGIONAL WATER AUTHORITY AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Regional Water Reliability Plan, by and between the Regional Water Authority 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 agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**REGIONAL WATER AUTHORITY
PROJECT AGREEMENT**

REGIONAL WATER RELIABILITY PLAN

This Agreement is made and entered into as of the ____ day of _____, 2016, by and between the Regional Water Authority ("RWA"), a joint exercise of powers authority formed under California Government Code section 6500, and following, and the Members and Contracting Entities of RWA listed in Exhibit 1 to this Agreement, upon their execution of this Agreement (who are collectively referred to in this Agreement as "Participants"), to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the Participants.

RECITALS

A. RWA is a joint powers authority, formed to serve and represent regional water supply interests and to assist its members in protecting and enhancing the reliability, availability, affordability and quality of water resources.

B. The joint powers agreement ("RWA JPA") pursuant to which RWA was formed and operates, authorizes RWA to enter into a "Project or Program Agreement," which is defined in the RWA JPA as an agreement between RWA and two or more of its Members or Contracting Entities to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the parties to the Project or Program Agreement.

C. Article 21 of the RWA JPA states: "The Regional Authority's projects are intended to facilitate and coordinate the development, design, construction, rehabilitation, acquisition or financing of water-related facilities (including sharing in the cost of federal, State or local projects) on behalf of Members and/or Contracting Entities. The Regional Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of such projects on behalf of Members and/or Contracting Entities in the manner and to the extent authorized by such Members and/or Contracting Entities as provided in this Agreement, but shall not accomplish these functions, nor acquire or own water-related facilities in its own name."

D. Article 22 of the RWA JPA states: "Prior to undertaking a project or program, the Members and/or Contracting Entities who elect to participate in a project or program shall enter into a Project or Program Agreement. Thereafter, all assets, benefits and obligations attributable to the project shall be assets, benefits and obligations of those Members and/or Contracting Entities that have entered into the Project or Program Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Regional Authority in regard to a particular project or program, including startup costs advanced by the Regional Authority, shall be obligations of the participating Members and/or Contracting Entities, and shall not be the debts, liabilities,

obligations and indebtedness of those Members and/or Contracting Entities who have not executed the Project or Program Agreement.”

E. RWA and the Participants desire to carry out a project and share in the costs and benefits of the project, as a Project or Program Agreement as provided for in Articles 21 and 22 of the RWA JPA.

In consideration of the promises, terms, conditions and covenants contained herein, the parties to this Agreement hereby agree as follows:

- 1. Recitals Incorporated.** The foregoing recitals are hereby incorporated by reference.
- 2. Defined Terms.** Terms defined in the RWA JPA will have the same meaning in this Agreement.
- 3. Description of the Project.** The project (“Project”) that RWA and the Participants desire to carry out is the development of a Regional Water Reliability Plan (“RWRP”) to improve the reliability of water supplies of the Participants. To achieve time and cost efficiencies, this RWRP is being integrated with an existing effort to develop a Regional Drought Contingency Plan (“RDCP”) among five large municipal water agencies^a with United States Bureau of Reclamation water service or settlement contracts that will also participate in the RWRP. A more detailed scope of work, schedule, and budget for the RWRP is attached hereto as Exhibit 2 (“Project Description”).
- 4. Project Committee.** The Participants hereby form a Project Committee consisting of one representative (and alternates) designated by each Participant. The Project Committee will meet as necessary from time to time to administer and implement this Agreement on behalf of the Participants. A majority of the members of the Project Committee will constitute a quorum, and a majority of the members of the Project Committee will be required for an affirmative vote to take action on behalf of the Participants.
- 5. Sharing in Project Costs and Benefits.** The total estimated cost to complete the Project is estimated at \$821,000. Of that total, \$361,000 is funded through an RDCP grant, an existing RWA designation for integrated water management, and RDCP Participant and RWA in-kind services. While it is anticipated that other sources of funding will be pursued during development of the RWRP, the Participants will be responsible for funding up to the not-to-exceed identified funding need of \$460,000. Project funds will be collected over multiple phases from the Participants, with a Phase 1 collection total of \$276,000. The remaining funds will be collected if attempts to secure additional funding from other sources are unsuccessful. Additional phases of collecting funds from the Participants will not occur prior to July 1, 2017. The existing sources of funds, funding levels of the Participants, Phase 1 assessments, and not-to-exceed budgets for each Participant are further described and attached hereto as Exhibit 3

^a The RDCP agencies include: Placer County Water Agency, the cities of Folsom, Roseville, and Sacramento, and San Juan Water District.

("Financing Plan"). Each of the Participants will make one or more payments to RWA for completion of the Project.

At the conclusion of the Project, RWA will pay back any surplus funds to the Participants on a pro rata basis reflecting the amount of the payments made by each of the Participants. In accordance with the provisions of Articles 21 and 22 of the RWA JPA, any debts, liabilities, obligations or indebtedness incurred by RWA in regard to the Project will be the obligations of the Participants, and will not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed this Agreement.

6. Role of RWA. The RWA will (a) ensure that the interests of Members and Contracting Entities of RWA who do not participate in this Project are not adversely affected in performing this Agreement, (b) provide information to the Participants on the status of implementation of the Project, (c) assist the Project Committee in carrying out its activities under this Agreement, (d) secure consultant support services through a competitive selection process as identified in RWA Policy 300.2; and (e) manage consultant support services in completion of the Project.

7. Authorization to Proceed with the Project. The Project is authorized to proceed upon the commitment of \$100,000 from Project Participants to fund initial Project costs. Upon execution of this Agreement, the Participants agree to fund portion of the Project costs in an amount and manner as described in Exhibit 3 ("Financing Plan") to this Agreement.

8. Term. This Agreement will remain in effect for so long as any obligations under this Agreement and/or obligations from other sources of funding secured for completing the Project remain outstanding.

9. Withdrawal. A Participant may withdraw from this Agreement without requiring termination of this Agreement, effective upon ninety days' notice to RWA and the other Participants, provided that, the withdrawing Participant will remain responsible for any indebtedness incurred by the Participant under this Agreement prior to the effective date of withdrawal.

10. Amendments. This Agreement may be amended from time to time with the approval of all of the Participants and RWA.

11. General Provisions. Any notice to be given under this Agreement may be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by facsimile copy; (c) transmission by electronic mail; or (d) personal delivery. This Agreement shall be governed by the laws of the State of California. This Agreement may be executed by the parties in counterpart, each of which when executed and delivered shall be an original and all of which together will constitute one and the same document.

The foregoing Regional Water Reliability Plan Project Agreement is hereby agreed to by RWA and the Participants.

Dated: _____, 2016

_____, 2016

Signature

ROB JENSEN
City Manager

ATTEST:

Name

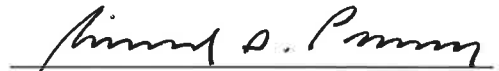
Regional Water Authority

SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:



RICHARD PLECKER
Environmental Utilities Director

EXHIBIT 1

PROJECT PARTICIPANTS

REGIONAL WATER AUTHORITY

REGIONAL WATER RELIABILITY PLAN PROJECT

Agency (Proposed)

California American Water
Carmichael Water District
Citrus Heights Water District
City of Folsom
City of Lincoln
City of Roseville
City of Sacramento
Del Paso Manor Water District
El Dorado County Water Agency
El Dorado Irrigation District
Elk Grove Water District
Fair Oaks Water District
Golden State Water Company
Orange Vale Water Company
Placer County Water Agency
Rancho Murieta Community Services District
Rio Linda/Elverta Community Water District
Sacramento County Water Agency
Sacramento Regional County Sanitation District
Sacramento Suburban Water District
San Juan Water District

EXHIBIT 2

PROJECT DESCRIPTION

REGIONAL WATER AUTHORITY

REGIONAL WATER RELIABILITY PLAN PROJECT

REGIONAL WATER AUTHORITY REGIONAL WATER RELIABILITY PLAN

SCOPE OF WORK / SCHEDULE / BUDGET

A. SCOPE OF WORK

This scope of work includes both North American Basin Regional Drought Contingency Plan (RDCP) and Regional Water Authority Regional Water Reliability Plan (RWRP) activities. Some tasks/subtasks are combined efforts, while others apply to only one plan.

Task 1 – Vulnerability Assessment

This is a combined RDCP/RWRP activity.

Purpose:

This task will evaluate the risks and impact of current and future drought in the RDCP and RWRP areas. Assessment of the region's vulnerabilities in terms of its water supply reliability will be conducted for each of the 22 RWA member agencies¹, 2 RWA associate member agencies², and 1 water agency that is not an RWA member³ to allow for more complete assessment of potential mitigation and response actions that can leverage regional collaboration and coordinated actions.

Due to the limited timeframe for completion of the RDCP and RWRP, collecting the information and data needed to develop the Vulnerability Assessment, RDCP, and RWRP must be done efficiently and make effective use of existing and readily available sources. It is anticipated that sources will include regional, State, and federal studies and datasets; local agency information; existing modeling datasets.

A survey/questionnaire template will be developed. Existing and available information will be reviewed and summarized before finalizing the survey questions. This will allow for most efficient use of the resources and agency staff time. Summarized information will be distributed for each agency prior to its survey to allow for verification of the developed information.

Assumptions:

- One interview per agency (total of up to 25 agencies)
- Maximum of two follow-up calls/emails per agency to acquire outstanding information/data
- Agencies will provide requested information, data, and other materials in a timely manner and be responsive to follow-up communications
- Information and data from the interviews and follow-up communications will be included in the RDCP or RWRP

¹ RWA member agencies in the RDCP area include: California American Water Company, Carmichael Water District, Citrus Heights Water District, City of Folsom, City of Lincoln, City of Roseville, City of Sacramento, Del Paso Manor Water District, Fair Oaks Water District, Golden State Water Company, Orange Vale Water Company, Placer County Water Agency, Rio Linda/Elverta Community Services District, Sacramento County Water Agency, Sacramento Suburban Water District, San Juan Water District.

Additional RWA member agencies in the RWRP area include: City of West Sacramento, City of Yuba City, El Dorado Irrigation District, Elk Grove Water District, Rancho Murieta Community Service District, Woodland-Davis Clean Water Agency.

² RWA associate member agencies in the RWRP area include: El Dorado County Water Agency and Sacramento Regional County Sanitation District.

³ Natomas Central Mutual Water Company will also be interviewed because it has the potential for key mitigation measures in the RWRP and RDCP.

Description:

Vulnerability assessment is the process of identifying, quantifying, and prioritizing the key factors that can negatively affect water supply reliability. The vulnerability assessment process involves the following activities:

(1) Develop Agency Water Supply Portfolio –

Develop summary of each agency's water rights and contract entitlements, groundwater production capacity, and recycled water. Assess the priority and place of use restrictions for surface water rights, and reliability of contract entitlements.

Using historical water use information and other available information, develop an estimate of total water demands under existing and projected future demands at build-out (2035). Estimate total source capacity and storage capacity (i.e., surface water, groundwater pumping capacity, available storage, and interconnections). Compare total source capacity with estimated water demands for existing and future demand conditions, and under dry and average hydrologic conditions. This comparison will be developed for each agency to highlight the demand variability throughout the course of year, and variability of supplies across multiple years of different hydrological conditions.

(2) Inventory Major Regional Water Infrastructure & Interties –

Develop an inventory of key water infrastructure assets (diversions, interties, water treatment, groundwater wells, etc.). A geographical information system (GIS) based map of major regional water infrastructure will be developed to identify the current ability to move water around the region. Data in the map will include water system interconnections between agencies, as well as information on major pipelines and system operating pressures. Status of system fluoridation will also be identified, as it is a key barrier for regional interconnections. This information will be used to characterize the adequacy of regional conveyance capacities and interconnections.

(3) Establish Agency's Preference for Level of Service and Type of Mitigation –

For each agency, establish two levels of desired service – (1) a minimum water supply reliability threshold under extreme drought conditions, and (2) a preferred level of service (slightly above the minimum) – and both a short-term and long-term outlook. These thresholds will be used to measure the degree of vulnerability facing each agency from the various threats. As part of the survey, gauge each agency preference for the various types of mitigation actions, and establish any policy limitations on its participation in certain actions (e.g., fluoridated supplies).

(4) Identify Potential Vulnerabilities –

Assess vulnerabilities of water supply reliability under conditions of:

- Hydrologic and regulatory droughts (low reservoir storage, low precipitation and snow pack, water rights curtailments, water contract entitlement reductions, state-mandated conservation targets)
- Future climate change using the existing climate impacts assessment included in the American River Basin Integrated Regional Water Management Plan (ARB IRWMP). Additionally, information from recently completed Reclamation basin study of the Sacramento and San Joaquin Basins will be used to inform vulnerabilities under future climate conditions.

Summarize other identified regional water treatment and delivery challenges, and highlight agency-specific needs.

Identify the key vulnerabilities and organize them into logical categories that facilitate identification and evaluation of potential mitigation and response actions. Examples of potential categories include: treatment facility conditions, treated water conveyance and interconnections, untreated water conveyance, operational efficiency and utilization, and institutional/regulatory.

Development of Data/Information Needs and Conduct of Water Agency Interviews:

- Develop a consolidated list of information and data needed and sources (from Subtasks 2.1, 2.2, and 8.4, and the RDCP portion of Task 3)
- Develop survey/questionnaire template
- For each agency, pre-populate survey/questionnaire with existing and readily available information
- Schedule and conduct 23 interviews
- Conduct agency follow-up (as needed)

Deliverables:

Deliverable	Included in:	
	RDCP	RWRP
List of information and data needed and sources – electronic copy	✓	✓
Draft agency survey/questionnaire template – electronic copy	✓	✓
Revised agency survey/questionnaire template – electronic copy	✓	✓
Pre-populated surveys/questionnaires (by agency) – electronic copy for email; 2 hard copies of each survey/questionnaire for interview	✓	✓
Brief Interview Summaries – electronic copies	✓	✓
Draft Vulnerability Assessment TM – electronic copy	✓	✓
Final Vulnerability Assessment TM – electronic copy	✓	✓

Task 2 – Mitigation Actions and Response Actions

Subtask 2.1 Mitigation Actions

This is a combined RDCP/RWRP activity.

Purpose:

This task will identify, evaluate, and prioritize actions and activities to improve the region's resiliency in the face of drought conditions. In particular, the vulnerabilities identified in Task 1 will be used to develop mitigation actions.

Description:

This task include the following activities:

(1) Identify Mitigations Actions –

Identification of mitigation actions will be through facilitated workgroup meetings among the water agencies to discuss their vulnerabilities (identified above) and then begin identifying potential actions. Prior to workgroup meetings, a potential range of mitigation actions will be identified from existing regional plans and studies (e.g., the ARB IRWMP, Urban Water Management Plans). This range of actions will be summarized and used a starting points for workgroup discussions. It is anticipated that up to four (4) workgroup meetings will be conducted for the water agencies. In addition, Reclamation input will be used identify what range of actions are appropriate to explore with respect to coordinated local and Federal actions.

The range of mitigation actions will include:

- Structural improvements
- Operational improvements
- Institutional/Administrative improvements

(2) Develop Evaluation Criteria and Metrics –

To evaluate the identified mitigation actions, evaluation criteria and metrics will be developed. The evaluation criteria will be cover the following considerations:

- Achieving and maintaining the reliability in water supply threshold (desired level of service) under various hydrologic conditions.
- Meeting both short-term and long-term growth needs, and providing flexibility to address uncertainty from the dynamic urban growth
- Protecting the groundwater basin by pumping within the long-term average annual sustainable yield, as defined in the Water Forum Agreement.
- Maintaining compatibility with existing and planned water supply infrastructure
- Leveraging regional solutions to achieve resiliency goals for multiple agencies in a cost-efficient matter.
- Implementation complexity and practicability

The evaluation criteria will be vetted and refined by the participating agencies during the workgroup meetings planned for developing the mitigation actions.

(3) Preliminary Screening of Mitigation Actions –

The developed evaluation criteria will be used to evaluate the mitigation actions. The evaluation will be conducted using available information and done at conceptual levels. The purpose of this high level evaluation is to identify major flaws or undesirable attributes of the compiled mitigation actions, which will be eliminated from further considerations.

(4) Prioritization of Mitigations Actions –

The screened mitigation actions will be further evaluated to assess implementation requirements, costs, and how whether these actions can be implemented by individual agencies or are part of a broader regional actions (e.g., federally recognized groundwater bank). Additional synergy and discord among different alternatives will be also reviewed and reported.

Evaluation of screened mitigation actions will not involve detailed hydraulic analysis for facility planning, or detailed operation modeling of the integrated surface water and groundwater resources. Spreadsheet tools will be used to post process information from existing studies and available historical data.

The mitigation actions will be classified into short-, mid-, and long-term actions. The actions will also be grouped into actions by single agency, by multiple adjacent agencies, and broad regional actions. The result of the evaluation and classification of mitigation actions will be used prioritize the mitigation actions for implementation.

Deliverables:

Deliverable	Included in:	
	RDCP	RWRP
Draft Mitigation Actions TM – electronic copy	✓	✓
Final Mitigation Actions TM – electronic copy	✓	✓

Subtask 2.2 – Response Actions

This is a combined RDCP/RWRP activity.

Purpose:

This task will identify, evaluate, and prioritize response actions and activities that can expeditiously mitigate impacts during an ongoing drought.

Description:

The task will include the following activities:

(1) Summarize Water Shortage Contingency Plans –

This task involve collecting existing water shortage contingency plans in the RDCP and RWRP areas. These water shortage plans identify specific trigger and water cutback requirements based on water supply stages. These response actions will be organized into logical categories to facilitate comparison.

(2) Develop Regional Response Actions –

Based on a review and summary of existing water shortage stage actions, recommended regional response actions related to the drought monitoring framework (Subtask 8.4) will be developed.

Deliverables:

Deliverable	Included in:	
	RDCP	RWRP
Draft Response Actions TM – electronic copy	✓	✓
Final Response Actions TM – electronic copy	✓	✓

Task 3 – Conjunctive Use Program Operational Analysis

This is a combined RDCP/RWRP activity.

Purpose:

Evaluating larger conjunctive use opportunities and a groundwater bank will require an understanding of the conjunctive use potential of the groundwater basin. This task will use existing and available information to gain a high-level understanding of the capacity of the North and South American River groundwater basins for these activities.

Description:

This task includes the following activities:

(1) Characterize the Groundwater Basin Storage Potential –

- Describe and illustrate the storage potential of the groundwater basins underlying the Sacramento Groundwater Authority, the Western Placer County Partnership Area, and the Sacramento Central Groundwater Authority. Consider the evacuated storage space based on spring, 2016 groundwater level conditions.
- Describe the capacity of the basin to store groundwater within the existing pumping depressions in the areas listed above.
- Identify, evaluate and describe potential limiting factors that may be encountered by raising groundwater levels to realize full conjunctive use capacity of basins (i.e. clean-up at McClellan, Mather, Aerojet, increase in groundwater loss to rivers, etc.)

- Plot and describe winter groundwater use over the past 5 years in each of the basins and management areas within the basins
- Define (Plot) the refill and extraction characteristics.

(2) Evaluate the Recharge Potential for the Groundwater Basin –

Information to support analysis under this subtask is collected under subtask 1.1. *Develop Agency Water Supply Portfolio*.

- Evaluate the timing and frequency of water available for recharge within the watershed and correlate this to groundwater basin refill rate. Information to support this activity is collected under Task 1.1. *Develop Agency Water Supply Portfolio*.
- Summarize and describe how the available water entitlements in region compare to the groundwater recharge potential.
- Describe groundwater extraction capacity and typical production patterns, considering the following:
 - o Location and pumping capacity of extraction wells,
 - o Spring and summer production pattern
 - o Fall and winter production
 - o Production during prolonged drought periods
- Develop an estimate for the potential recharge potential in the basin

(3) Evaluate Existing Infrastructure Limitations and Constraints –

Information to support analysis under this subtask is collected under subtask 1.2. *Inventory Major Regional Water Infrastructure & Interties*, and subtask 1.4. *Identify Potential Vulnerabilities*".

- What are the infrastructure constraints/limitations on conjunctive use potential in basins? Describe the integration of surface water infrastructure and groundwater storage – where are the existing limitations in the system, consider:
 - o Capacity of Surface Water Treatment Plants
 - o Member agency water distribution
 - o Regional water transmission pipelines
- Water Quality Considerations
 - o Fluoridation at treatment plants
 - o Fluoridation of groundwater by water districts – who do, who does not, how do we mitigate
- Describe energy use patterns under various put and take scenarios for conjunctive use. Does energy pose a constraint to realizing full conjunctive use potential in the basin?

These activities are covered under **Task 1 - Vulnerability Assessment**: "Inventory Major Regional Water Infrastructure & Interties", and "Identify Potential Vulnerabilities"

(4) Develop a Conjunctive Use Operations Tool

- Develop a spreadsheet-based tool for analyzing conjunctive use operations in the North and South American River groundwater basins. The tool integrates information on water surface availability, treatment capacity, conveyance limitations, and groundwater recharge potential.
- Apply the tool to evaluate the mitigation options identified in task 2.1.

Deliverables:

Deliverable	Included in:	
	RDCP	RWRP
Draft Conjunctive Use Program Operational Analysis TM – electronic copy	✓	✓
Final Conjunctive Use Program Operational Analysis TM – electronic copy	✓	✓

Task 4 – Implementation Road Map

Subtask 4.1 – Operational and Administrative Framework

This is a combined RDCP/RWRP activity.

Purpose:

This task will develop and describe the roles, responsibilities, and procedures for conducting drought monitoring, initiating mitigation and response actions, and updating both the RDCP and RWRP. Funding mechanisms for these activities will also be addressed. Anticipated frequencies will be discussed. (NOTE that some activities may be initiated based on a trigger or other event, as opposed to a pre-selected date or timeframe.) Conduct of this task will include RWA and the 23 water agencies.

Description:

- Develop framework meeting facilitation plan, agenda, and other materials. The purpose of this meeting will be to get input on proposed roles, responsibilities, procedures, funding mechanisms, and activity frequencies.
- Schedule and conduct framework meeting.
- Develop draft Operational and Administrative Framework (based on input received at framework meeting).

Deliverables:

Deliverable	Included in:	
	RDCP	RWRP
Meeting materials – 20 hard copies	✓	✓
Draft Operational and Administrative Framework TM – electronic copy	✓	✓

Subtask 4.2 – Update Process

This is a combined RDCP/RWRP activity.

Purpose:

This task will develop and describe a process and schedule for monitoring, evaluating, and updating both the RDCP and RWRP. Coordination with other ongoing regional efforts and updates will be addressed. (NOTE that some activities may be initiated based on a trigger or other event, as opposed to a pre-selected date or timeframe.) Conduct of this task will include RWA and the 23 water agencies.

Description:

- Develop proposed RDCP update process materials for use in Subtask 4.2 meeting (unless it is determined that a separate meeting is needed to address the update process)
- Develop draft RDCP Update Process (based on input received at Subtask 4.2 meeting)

Deliverables:

Deliverable	Included in:	
	RDCP	RWRP
Proposed update process materials (for Subtask 4.2 meeting)	✓	✓
Draft Update Process TM – electronic copy	✓	✓

Subtask 4.3 – Develop High-Level Framework for Larger CU Opportunities and Regional GW Bank

This is a RWRP only activity.

Purpose:

This task will develop a high-level framework for regional conjunctive use and the proposed regional groundwater bank. Conduct of this task will focus on the North and South American River groundwater basins.

Description:

This task will include 4 activities:

1. Develop and conduct a survey to understand stakeholder issues, concerns, and interests
2. Identify and summarize governance structures of existing groundwater banks and water transfer programs (e.g., Kern Water Bank, Semitropic Groundwater Storage Bank, Apex Ranch, Yuba County Water Agency's Lower Yuba River Accord)
3. Review and discussion of existing SGA Water Accounting Framework in relation to a potential future regional groundwater bank
4. Using information from #1 - #3, develop a high-level framework for regional conjunctive use and the proposed regional groundwater bank. This framework will include recommendations for next steps for future development and implementation.

Deliverables:

Deliverable	Included in:	
	RDCP	RWRP
Draft High-Level Framework for Regional Conjunctive Use & GW Banking TM – electronic copy		✓
Revised Draft High-Level Framework for Regional Conjunctive Use & GW Banking TM – electronic copy		✓

Task 5 – Documentation and Reporting

Subtask 5.1a – Prepare Draft Regional Drought Contingency Plan

This is a RDCP only activity.

Purpose:

This task will prepare the draft RDCP for review.

The six required DCP elements include:

- Drought Monitoring (Subtask 8.4) – Section 2
- Vulnerability Assessment (Task 1) – Section 3
- Mitigation Actions (Subtask 2.1) – Section 4
- Response Actions (Subtask 2.2) – Section 5
- Operational and Administrative Framework (Subtask 4.1) – Section 6
- Plan Update Process (Subtask 4.2) – Section 7

The draft TMs developed in each subtask listed above will be included in the draft RDCP as chapters. An Introduction section (Section 1) will be added to provide background information; describe pre-RDCP development activities (DPTF, overall work plan, C&O Plan); summarize efforts of the planning leads and DPTF as well as stakeholder and public outreach; and describe document organization.

Description:

- Develop annotated outline for RDCP (note that this outline will be developed for use in the kick-off meeting; it will likely be revised during conduct of Subtasks 2.1, 2.2, and 8.4, and the RDCP portion of Task 3, depending on the outcomes of those tasks/subtasks)
- Develop draft Section 1 (Introduction)
- Prepare draft RDCP using draft Section 1 and the draft TMs from Subtasks 2.1, 2.2, 4.1, 4.2, 8.4, and the RDCP portion of Task 3. Appendices to the draft RDCP will include any appendices to the draft TMs, the revised C&O Plan, and other summaries/materials (as appropriate).

Deliverables:

Deliverable	Included in:	
	RDCP	RWRP
RDCP Annotated Outline – electronic copy	✓	
Draft RDCP – electronic copy; 10 hard copies	✓	

Subtask 5.1b – Prepare Final Regional Drought Contingency Plan

This is a RDCP only activity.

Purpose:

This task will produce the Final RDCP for public release.

Following completion of the draft RDCP, a review copy will be submitted to Reclamation to ensure the plan meets program requirements. Additionally, a draft of the RDCP will be provided to the DPTF participants and other interested stakeholders for a 30-day review period. This task will address comments and prepare a final version of the RDCP.

Description:

- Provide draft RDCP to Reclamation, DPTF participants, and other interested stakeholders.
- Compile comments. Planning Leads will review comments and determine how to address them.
- Produce final RDCP.

Deliverables:

Deliverable	Included in:	
	RDCP	RWRP
Final RDCP – electronic copy; 10 hard copies	✓	

Subtask 5.2a – Prepare Draft RWRP

This is a RWRP only activity.

Purpose:

This task will prepare the draft RWRP for review. The RWRP will include a 4-pages Executive Summary (or "visioning document").

Following completion of the draft RDCP, a review copy will be submitted to Reclamation to ensure the plan meets program requirements. Additionally, a draft of the RDCP will be provided to the DPTF participants and other

interested stakeholders for a 30-day review period. This task will address comments and prepare a final version of the RDCP.

Description:

- Develop annotated outline for RWRP (including Executive Summary).
- Provide annotated outline for review by RWA staff and others (as appropriate).
- Compile comments. RWA staff and contractor will review comments and determine how to address them.
- Produce revised annotated outline for RWRP.
- Prepare draft RWRP, based on revised annotated outline and using the draft TMs from Tasks 1, 2.1, 2.2, 3, 4.1, 4.2. Appendices to the draft RWRP will include any appendices to the draft TMs and other summaries/materials (as appropriate).

Deliverables:

Deliverable	Included in:	
	RDCP	RWRP
Draft RWRP Annotated Outline – electronic copy		✓
Revised RWRP Annotated Outline – electronic copy		✓
Draft RWRP – electronic copy; 6 hard copies		✓

Subtask 5.2b – Prepare Final RWRP

This is a RWRP only activity.

Purpose:

This task will produce the Final RWRP for public release.

Following completion of the draft RWRP, a review copy will be provided to the DPTF participants, RWA member agencies, and other interested stakeholders for a 30-day review period. This task will address comments and prepare a final version of the RWRP.

Description:

- Provide draft RWRP to DPTF participants, RWA member agencies, and other interested stakeholders.
- Compile comments. RWA staff and contractor will review comments and determine how to address them.
- Produce final RWRP.

Deliverables:

Deliverable	Included in:	
	RDCP	RWRP
Final RWRP – electronic copy; 6 hard copies		✓

Task 6 – Prepare Proposition 1 IRWM Planning Grant Application

This is a RWRP only activity.

Purpose:

RWA intends to submit an application for Proposition 1 IRWM planning grant funds to develop portions of the RWRP that address potential effects of climate change on water supply availability and the necessary response and

RWA Regional Water Reliability Plan
Scope of Work / Schedule / Budget

mitigation actions to help ensure long-term water supply reliability in the RWRP area (i.e., area not currently covered by RDCP efforts and funding), as this information is germane to an update of the ARB IRWMP.

It is anticipated that the planning grant PSP will be released in June 2016, applications will be due in August 2016, and final awards will be approved in September 2016.

Description:

- Attend DWR's applicant workshop
- Develop draft application sections; this effort will likely require coordination with RWA staff and others (member agencies, Water Forum, DWR, etc.)
- Provide draft application sections for review by RWA staff and others (as appropriate)
- Compile comments. RWA staff and contractor will review comments and determine how to address them.
- Produce final application sections and upload to the GRanTS website.

Deliverables:

Deliverable	Included in:	
	RDCP	RWRP
Draft planning grant application sections – electronic copies		✓
Final planning grant application sections – electronic copies		✓

Task 7 – CVP Partner Engagement

This is a RWRP only activity.

Purpose:

Opportunities to operate a regional groundwater bank may involve internal (intra-basin) or external partners. Through this task, RWA and others (SGA, member agencies, etc. as appropriate) will engage potential CVP partners to explore water transfer opportunities. These potential partners could include Reclamation or agencies that have contracts for CVP water.

Task activities will be conducted, up to the currently budgeted amount.

Description:

- Investigate potential CVP partners
- Schedule and participate in discussions with interested CVP partners
- Develop supporting meeting materials (as appropriate)
- Engage RWA or SGA legal counsel (as appropriate)

Deliverables:

Deliverable	Included in:	
	RDCP	RWRP
Meeting materials (as appropriate) – hard copies		✓
Other documentation (as appropriate) – electronic or hard copies		✓

Task 8 – Administrative Activities

Subtask 8.1 – Establish RDCP Drought Planning Task Force

This is a RDCP only activity.

Purpose:

This task will establish a Drought Planning Task Force (DPTF) and conduct a kick-off meeting. The Partners and RWA will act as the Planning Leads. A minimum of 12 additional water supply agencies in the project area will be engaged as potential active participants. These agencies represent the M&I and agricultural water suppliers in the RDCP area. Additionally, the Sacramento Water Forum will be engaged as a key representative of the environmental interest for water. DWR will be engaged as a potential participant. Reclamation will be engaged as a key interest within the RDCP area and beyond.

Meeting content is assumed to come from the work plan (Subtask 8.2) and Communications and Outreach Plan (C&O Plan) (Subtask 8.3).

Description:

- Develop kick-off meeting facilitation plan, agenda, and other materials. There are several objectives for this meeting – refine the purpose, goals, and objectives for the RDCP; confirm roles and responsibilities; discuss potential constraints for planning purposes; agree on protocols for communications and interactions with elected officials and other organizations/agencies that may become involved in this process; and agree on the RDCP schedule and milestones. As this group will likely be making decisions related to the RDCP, this group will be chartered.
- Schedule and conduct kick-off meeting with DPTF.
- Note: Subtask 8.1 only includes establishing the DPTF. Tasks 4 and 5 include convening the DPTF for development of the draft and final RDCPs.

Deliverables:

Deliverable	Included in:	
	RDCP	RWRP
RDCP kick-off meeting materials, including draft DPTF charter (based on RDCP work plan) – 10 hard copies	✓	
RDCP kick-off meeting summary – electronic copy	✓	

Subtask 8.2a – Develop Detailed RDCP Work Plan

This is a RDCP only activity.

Purpose:

This task will develop a detailed work plan prior to commencing substantive work on the RDCP. This work plan will include the tasks, schedule, and budget required to complete the RDCP.

Description:

- Develop draft work plan for preparation of the RDCP including detailed task descriptions, project schedule (with task timelines, meetings, deliverables and other plan development milestones, and review periods), budget, and a RACI chart for involved parties (Planning Leads, consultant, Reclamation, DPTF, stakeholders and other interested parties). Note that this RACI chart will be developed through the C&O plan (Subtask 8.3).
- Provide draft RDCP work plan to Reclamation for review.

**RWA Regional Water Reliability Plan
Scope of Work / Schedule / Budget**

- Address Reclamation comments and develop revised RDCP work plan.

Deliverables:

Deliverable	Included in:	
	RDCP	RWRP
Draft RDCP work plan – electronic copy	✓	
Revised RDCP work plan – electronic copy	✓	

Subtask 8.2b – Develop RWRP Scope of Work / Schedule / Budget

This is a RWRP only activity.

Purpose:

This task will develop the scope of work, schedule, and budget for the RWRP. This work plan will build on the RDCP work plan.

Description:

- Develop draft scope of work / schedule / budget preparation of the RWRP including task descriptions, project schedule (with task timelines, meetings, deliverables and other plan development milestones, and review periods), budget, and a RACI chart for involved parties.
- Provide draft RWRP scope of work / schedule / budget to RWA for review.
- Address RWA comments and develop revised RWRP scope of work / schedule / budget.

Deliverables:

Deliverable	Included in:	
	RDCP	RWRP
Draft RWRP scope of work / schedule / budget – electronic copy		✓
Revised RWRP scope of work / schedule / budget – electronic copy		✓

Subtask 8.3 – Develop RDCP Communications & Outreach Plan

This is a RDCP only activity.

Purpose:

The task will develop a C&O Plan to ensure active stakeholder and public engagement in preparation of the RDCP. Work with current stakeholders, including Reclamation, to identify if there are any additional stakeholders that should be involved in the process. The C&O Plan will identify how to reach out to those stakeholders and how to keep them engaged or informed of the RDCP development process.

This task will capitalize on the strengths, skills, and existing processes that have been employed by RWA as well as the ongoing stakeholder relationships RWA has developed over the course of many years and projects. The C&O Plan will be prepared as a “living document,” adjustable as circumstances and information change. Utilizing existing information and processes, the C&O Plan will provide overall direction and coordination with other planning functions. It will include:

- **Goals** by activity and audience (internal and external).
- **Roles and Responsibilities:** A RACI responsibility matrix (RACI chart) will be developed for the involved parties (Planning Leads, consultant, Reclamation, DPTF, stakeholders and other interested parties), defining the participation by those groups in developing the RDCP. This RACI chart will help to track accountability, to improve the value of meetings, and to see the bigger picture.
- **Relevant Key Messages:** Key messages will be developed for the RDCP and for each audience identified in the RACI responsibility matrix.
- **Activities and Tools:** A range of outreach activities and tools will be identified for each audience and targeted according to their unique needs and communication preferences, and consistent with the RACI responsibility matrix.
- **Measures of Success:** Specific measureable outcomes will be identified.
- **Timeline:** A timeline for completing tasks and evaluating results will be developed so the Planning Leads and DPTF remain on target for completion of the RDCP.

Description:

- Develop the draft C&O Plan. Provide to Reclamation for review.
- Address Reclamation comments and developed revised C&O Plan.
- Note: Task 8.3 only includes developing the C&O Plan. Implementation of the C&O Plan is included in development of the draft and final RDCPs.

Deliverables:

Deliverable	Included in:	
	RDCP	RWRP
Draft C&O Plan (up to 10 pages) – electronic copy	✓	
Revised C&O Plan (up to 10 pages) – electronic copy	✓	

Subtask 8.4 – RDCP Drought Monitoring

This is a RDCP only activity.

Purpose:

This task will create a framework for predicting and confirming future droughts by establishing data metrics used to indicate drought conditions in the RDCP area.

Description:

This task include the following activities:

(1) Summarize Water Availability Data –

The region currently has significant ongoing monitoring efforts. Sources of data include State, federal, and local data available on the California Data Exchange Center (CDEC), participating water supply agencies, and regional groundwater management agencies. The available data for near- and long-term water availability in the RDCP area will be reviewed, consolidated, and summarized.

(2) Summarize Water Supply Conditions Indices –

A number of indices exists that describe the water supply conditions for different sources. Through the Water Forum process, local water suppliers define water conditions based on unimpaired inflow to Folsom Reservoir. Inflow dictates when certain agencies can divert surface water or when they must use groundwater as an alternate water source. In turn, Reclamation uses conditions throughout its Central

Valley reservoirs to define supply conditions to assign annual allocations to its contractors. It is possible to have relatively normal conditions in the American River watershed, while having dry conditions in other parts of the Central Valley Project (CVP). These various indices need to be understood to develop effective mitigation strategies in the RDCP. The various water supply indices affecting supply sources in the region will be compiled and described.

(3) Explore Developing a Water Supply Index for the American River Basin –

There is a need for a composite index for the American River Basin that describes the overall water supply conditions in the region that accounts for both the hydrological conditions, as well as the CVP water supply conditions. This index will facilitate prediction and confirmation of future droughts. Various potential formulations of this index will be explored and their performance against historical record will be investigated. Input will be sought from the participating agencies, Reclamation, and DWR to gauge acceptance and utility of this potential index.

Deliverables:

Deliverable	Included in:	
	RDCP	RWRP
Draft RDCP Drought Monitoring TM – electronic copy	✓	
Final RDCP Drought Monitoring TM – electronic copy	✓	

Subtask 8.5 – Reclamation Agreement Management for RDCP

This is a RDCP only activity.

Purpose:

This task will ensure that all project activities are in compliance with the Reclamation funding agreement. This task will be consistent with the RDCP work plan schedule (developed in Subtask 8.2a).

Description:

- Procure contractor to support Planning Leads in development of RDCP.
- Prepare semi-annual reports for submission to Reclamation.
- Prepare reimbursement requests for submission to Reclamation.
- Prepare final project report for submission to Reclamation.

Deliverables:

Deliverable	Included in:	
	RDCP	RWRP
Contractor RFP, selection, and contract/agreement execution	✓	
Semi-annual RDCP reports (assume 3 reports – June 2016, December 2016, June 2017)	✓	
Final RDCP project report (assume 1 report – December 2017)	✓	
Monthly RDCP reimbursement requests (assume 21 requests – April 2016 – December 2017)	✓	

Subtask 8.6 – RWRP Project Management

This is a RWRP only activity.

Purpose:

This task will ensure that all project activities are in compliance with the Reclamation funding agreement. This task will be consistent with the work plan schedule (developed in Task 2).

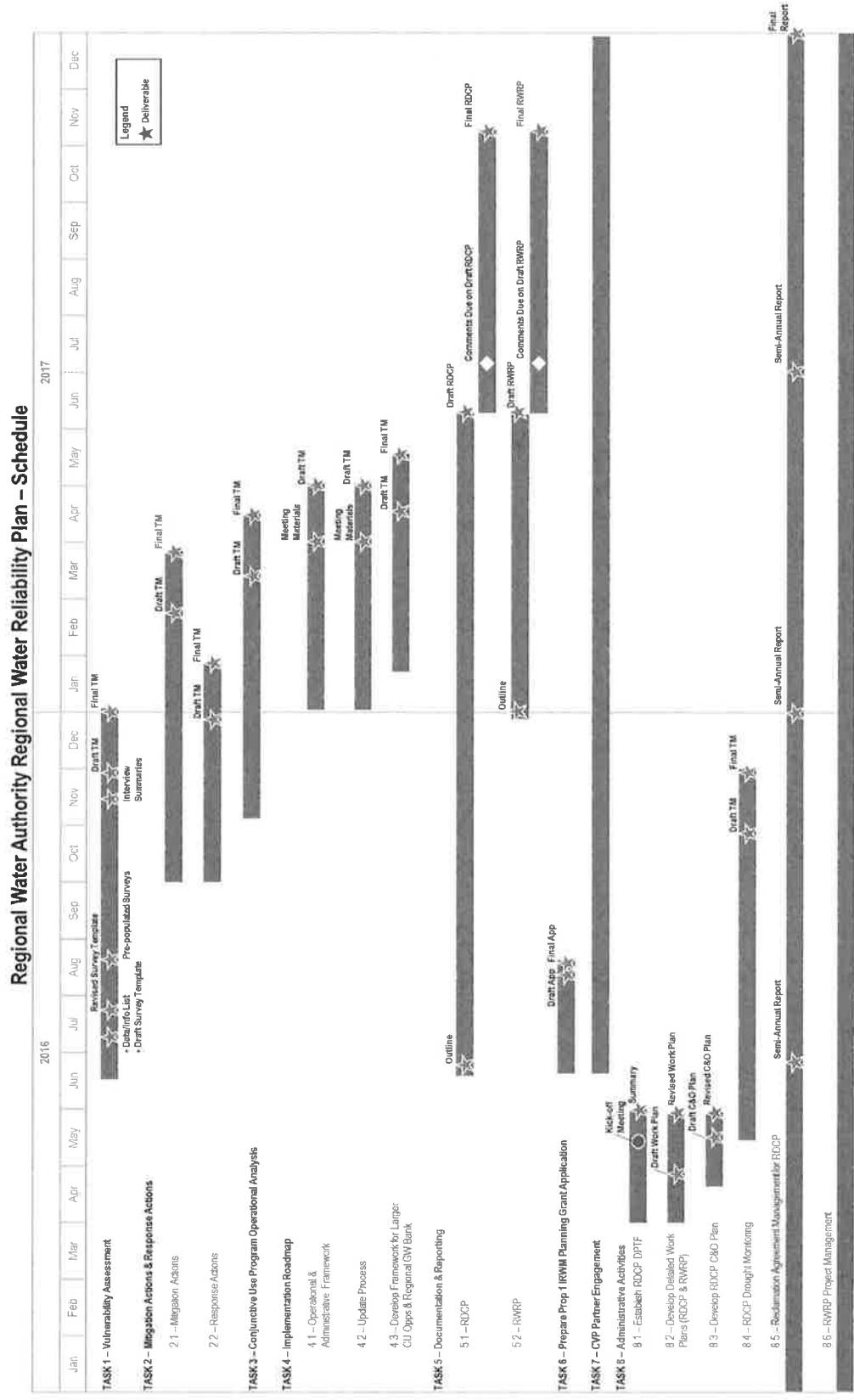
Description:

- Prepare and execute project agreements with RWA member agencies for development of the RWRP
- Provide periodic RWRP updates at RWA and SGA board meetings
- Conduct periodic RWRP workgroup meetings to facilitate plan development
- Process contractor invoices and payments

Deliverables:

Deliverable	Included in:	
	RDCP	RWRP
Draft and executed project agreements		✓
RWA and SGA board meeting materials (as needed)		✓
RWRP workgroup meeting materials (as needed)		✓
Contractor agreement execution and payments		✓

B. Schedule



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**RWA Regional Water Reliability Plan
Scope of Work / Schedule / Budget**

C. Budget

RWA RWRP Budget

RWRP TASKS	RDCP		RWRP	Total
	Budget	Reclamation Work Plan Task(s)	Additional Budget	
Task 1 – Vulnerability Assessment	\$ 113,900	4.2	\$ 29,800	\$ 143,700
Task 2 – Mitigation Actions & Response Actions				
2.1 Mitigation Actions	\$ 98,300	4.3	\$ 25,600	
2.2 Response Actions	\$ 24,000	4.4	\$ 6,400	\$ 154,300
Task 3 – Conjunctive Use Program Operational Analysis	\$ 20,000	4.3	\$ 173,200	\$ 193,200
Task 4 – Implementation Road Map				
4.1 Operational & Administrative Framework	\$ 17,200	4.5	\$ 4,700	
4.2 Update Process	\$ 11,000	4.6	\$ 3,400	
4.3 Develop Framework for Larger CU Opportunities and Regional GW Bank		n/a	\$ 50,000	\$ 86,300
Task 5 – Documentation and Reporting				
5.1 RDCP (draft and final)	\$ 51,000	5		
5.2 RWRP (draft and final)		n/a	\$ 47,000	\$ 98,000
Task 6 – Prepare Proposition 1 IRWM Planning Grant Application		n/a	\$ 25,000	\$ 25,000
Task 7 – CVP Partner Engagement		n/a	\$ 25,000	\$ 25,000
Task 8 – Administrative Activities				
8.1 Establish RDCP DPT F	\$ 11,400	1		
8.2 Develop Work Plans (RDCP and RWRP)	\$ 17,600	2	\$ 4,800	
8.3 Develop RDCP C&O Plan	\$ 8,500	3		
8.4 RDCP Drought Monitoring	\$ 21,000	4.1		
8.5 Reclamation Agreement Management for RDCP	\$ 18,000	6		
8.6 RWRP Project Management		n/a	\$ 14,200	\$ 95,500
	\$ 411,900		\$ 409,100	\$ 821,000

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EXHIBIT 3
FINANCING PLAN
REGIONAL WATER AUTHORITY
REGIONAL WATER RELIABILITY PLAN PROJECT

As shown in the table below, the total estimated cost to complete the Project is \$821,000. Of that total, \$361,000 in funding is currently available through in-kind time, an existing grant, and an existing designation from RWA. This leaves an unmet funding amount of \$460,000.

Total Project Cost	\$821,000
Existing Sources of Funding:	
Approved In-Kind Staff Time to Prepare RDCP	\$111,000
Reclamation Grant to Prepare RDCP	\$200,000
Existing RWA Designation for IRWM	\$50,000
Unmet Funding Need to Complete Project	\$460,000

During implementation of the Project, additional sources of funding (e.g., grants) will likely be pursued to supplement the unmet funding need. To ensure the unmet funding need is covered if the other sources are not realized, a not-to-exceed fee of \$460,000 is being established for the Project Participants.

Fees will be collected from Participants through multiple phased assessments. The Phase 1 assessment will collect 60% of the not-to-exceed fee (\$276,000 of the \$460,000 total). Any assessments beyond the Phase 1 assessment, if necessary, will not occur prior to July 1, 2017. For purposes of establishing the Participant fees, multiple factors were considered, including: 1) the agency customer service connections; 2) whether the Participant is also a Regional Drought Contingency Plan Partner; and 3) whether the Participant is within, partially within, or outside the core American River Basin Integrated Regional Water Management Plan area. For agencies outside the core area, no fee is being assessed. Activities with those agencies will consist of limited surveying/interviewing, with those costs being covered through the existing RWA IRWM designation. Because there are no fees to the agencies outside the core area, they will not be required to execute a Project agreement with RWA and will not be considered Project Participants. The resulting proposed fees for the Project Participants are shown in the table below.

Proposed Fees		
	Phase 1	Not-to-Exceed
California American Water	\$ 24,000	\$ 40,000
Carmichael Water District	\$ 7,800	\$ 13,000
Citrus Heights Water District	\$ 9,600	\$ 16,000
City of Folsom (1)	\$ 18,000	\$ 30,000
City of Lincoln	\$ 9,600	\$ 16,000
City of Roseville (1)	\$ 30,000	\$ 50,000
City of Sacramento (1)	\$ 30,000	\$ 50,000
City of West Sacramento (3)	\$ -	\$ -
City of Yuba City (3)	\$ -	\$ -
Del Paso Manor Water District	\$ 1,800	\$ 3,000
El Dorado County Water Agency (2)	\$ 6,000	\$ 10,000
El Dorado Irrigation District (2)	\$ 6,000	\$ 10,000
Elk Grove Water District	\$ 7,800	\$ 13,000
Fair Oaks Water District	\$ 7,800	\$ 13,000
Golden State Water Company	\$ 9,600	\$ 16,000
Orange Vale Water Company	\$ 2,400	\$ 4,000
Placer County Water Agency (1)	\$ 30,000	\$ 50,000
Rancho Murieta Community Services District (2)	\$ 1,200	\$ 2,000
Rio Linda/Elverta Community Water District	\$ 2,400	\$ 4,000
Sacramento County Water Agency	\$ 24,000	\$ 40,000
Sacramento Regional County Sanitation District	\$ 12,000	\$ 20,000
Sacramento Suburban Water District	\$ 24,000	\$ 40,000
San Juan Water District (1)	\$ 12,000	\$ 20,000
Woodland-Davis Clean Water Agency (3)	\$ -	\$ -
	\$ 276,000	\$ 460,000
(1) RDCP Partner		
(2) Partially in contiguous core planning area		
(3) Not in contiguous core planning area		



COUNCIL COMMUNICATION

CC #: 8000
File #: 0800-02

Title: Western Placer County Groundwater Management Plan Year 9 Implementation – Budget and Professional Services Agreement
Contact: Jose Lopez (916) 774-5688 jlopez@roseville.ca.us

Meeting Date: 9/21/2016
Item #: 8.2.

RECOMMENDATION TO COUNCIL

Adopt a resolution approving the Year 9 implementation budget for the Western Placer County Groundwater Management for a total of \$162,316.00 of which Roseville's share is \$50,000.00. After approving the budget and proposed allocation, adopt a resolution authorizing the City Manager to execute the Professional Services Agreement with GEI Consultants, Inc. for Year 9 Implementation Projects.

BACKGROUND

The Western Placer County Groundwater Management Plan (GMP) was prepared in accordance with the California Groundwater Management Act, Assembly Bill 3030 (AB3030), and Senate Bill 1938 (SB 1938). The overall goal of the GMP is to maintain the quality and ensure the long-term availability of shared groundwater resources to meet backup, emergency, and peak demands without adversely affecting other groundwater uses within the GMP area.

In order to promote regionally consistent and cooperative groundwater management goals and objectives, staff proposed development of a joint plan with Placer County Water Agency (PCWA). PCWA agreed to this approach and, in December 2005, the PCWA Board approved an agreement to share the cost of a joint GMP. Since then, the City of Lincoln (Lincoln) and California American Water Company (CalAm) have joined the efforts as partners. Although not a cost sharing partner, Placer County has also been an active participant in the development of the GMP.

To achieve the overall goal, the GMP sets forth five management objectives and five primary plan components that identify the specific actions to implement for the purpose of maintaining the overall health of the groundwater basin. The five management objectives are:

- Management of the groundwater basin shall not have a significant adverse effect on groundwater quality;
- Manage groundwater elevations to ensure an adequate groundwater supply for backup, emergency, and peak demands without adversely impacting adjacent areas;

- Participate in State and Federal land surface subsidence monitoring programs;
- Protect against adverse impacts to surface water flows in creeks and rivers due to groundwater pumping; and
- Ensure groundwater recharge projects comply with state and federal regulations and protect beneficial uses of groundwater.

The five primary plan components to be implemented in support of the management objectives are:

- Stakeholder involvement which includes involving the public, other interested agencies, advisory committees in GMP development and implementation;
- Monitoring programs including groundwater elevation and quality monitoring, as well as land surface elevation monitoring;
- Groundwater resource protection which includes providing well construction, abandonment, and destruction policies as well as protection measures for wellheads and recharge areas,
- Groundwater sustainability including conjunctive management activities (banking and exchange of groundwater and surface water) and demand reduction; and
- Planning integration including the use of existing planning efforts such as the Water Forum Agreement and Urban Water Management Plan to coordinate groundwater planning efforts across jurisdictional boundaries.

These objectives and components support the water supply and management objectives of the 1993 Placer County General Plan. A copy of the final version of the GMP is available for review in the City Clerk's office.

With the adoption of the GMP by participating agencies, a Memorandum of Agreement (MOA) for Implementation of the Western Placer County Groundwater Management Plan was developed. Parties to this agreement included the City, PCWA, Lincoln, and CalAm, who cooperatively implemented the primary GMP components as listed above. The City is the administering agency for the MOA and has authority to manage funds associated with the project, contract for legal and consulting services, and implement the GMP in accordance with the California Groundwater Management Act with confirmation from all other parties.

Per Items 2, 7, and 8 of the MOA, an annual budget to implement elements of the GMP is required for expenditure for the upcoming year. Any fund balance will be carried over towards next year's implementation activities. A total of \$19,131.00 will be carried over from previous years towards Year 9's budget as show in Attachment A. The GMP partners agreed on the implementation tasks which include GMP program management, assistance related to implementation of the Sustainable Groundwater Management, preparation of a biennial State of the Basin Report, preliminary activities to understand surface water and groundwater interactions within the basin, continued compilation of pertinent groundwater information for modeling, water quality sampling, and continued monitoring of groundwater levels in western Placer County as required by the California State Groundwater Elevation Monitoring (CASGEM) program. The level of effort to complete these tasks is outlined in the scope of work provided by the GMP partners' engineering consultant, GEI consultants, Inc. (GEI) in the amount of \$162,316.00. A copy of the contract and the scope of work are included as Attachment B. Roseville, PCWA, and Lincoln will each contribute \$50,000.00 towards the effort and CalAm will contribute \$25,000.00 for Year 9.

FISCAL IMPACT

Funding capital for the WPCGMP Implementation was originally appropriated from the Roseville Water Operations Fund. The current approved budget for the project is sufficient for Roseville's share. Future percent participation will be determined by the partners when the particular annual budget is developed.

ECONOMIC DEVELOPMENT / JOBS CREATED

The implementation of Year 9 WPCGMP projects will continue the effort for protecting groundwater resources in western Placer County. This effort will facilitate the continuance of 1 FTE staff in profession/technical field.

ENVIRONMENTAL REVIEW

The implementation of the Western Placer County Groundwater Management Plan will provide for the protection of groundwater resources within the South Placer area. The proposed budget adoption and contract authorization are not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines § 15378). Consequently no CEQA action is required.

Respectfully Submitted,

Jose Lopez, Senior Engineer

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-405

Attachment A - Implementation Budget

Attachment B - Prof Services Agreement

RESOLUTION NO. 16-405

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

WHEREAS, a professional services agreement regarding the Western Placer County
Groundwater Management Plan – Year 9 Implementation, by and between the City of Roseville
and GEI Consultants, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Attachment A - Western Placer County Groundwater Management Plan Implementation Budget

WPCGMP Implementation Budget	Year 1 Costs	Year 2 Costs	Year 3 Costs	Years 4 & 5 Costs		Year 6 Costs	Year 6 Actual	Year 7 Costs	Year 8 Costs	Year 9 Costs
Carry Over Balance		\$ 21,731	\$ 34,776	\$ 129,120		\$ 99,454	\$ 99,454	\$ 105,597	\$ 62,301	\$ 19,131
Plan Partners' Contribution	\$ 135,000	\$ 196,000	\$ 175,000	\$ 130,000	\$ 100,000	\$ 145,000	\$ 145,000	\$ 175,000	\$ 175,000	\$ 175,000
Component No. 1 Stakeholder Involvement										
Brochure	\$ 3,200									
Public Meetings	\$ 8,000	\$ 8,952								
Update Website	\$ 2,750					\$ 10,248				
Stakeholder Coordination/Communication	\$ 5,000		\$ 25,725		\$ 21,000	\$ 28,080	\$ 15,157	\$ 20,935	\$ 11,444	\$ 14,214
County Presentations (assumes 4)	\$ 2,000									
TRC meetings (WPCGMP PM)	\$ 8,000	\$ 16,715			\$ 21,000	\$ 20,928	\$ 14,700	\$ 20,998	\$ 25,736	
Grant Opportunities update					\$ 3,006					
GSA Formation Support										\$ 29,460
Subtotal	\$ 38,170	\$ 25,667	\$ 25,725	\$ -	\$ 45,006	\$ 59,256	\$ 29,857	\$ 41,933	\$ 37,180	\$ 43,674
Component No. 2 Monitoring Program										
Conduct Well Inventory Assessment - Desktop Study	\$ 20,000	\$ 18,818								
Installation of Monitoring Wells (assumes 2 every other year)	\$ -									
(MW installation - cost share for DWR grant)	\$ -	\$ 35,819								
(MWH - AB303 MW - Spec, CM, Coordination)	\$ 5,000	\$ 49,600				\$ 99,006	\$ 100,000			
(MWH - Scope increase - Additional Well)	\$ -	\$ 12,000								
Update and expand SOPs/Produce 2009 GW Contour	\$ 5,000	\$ 8,103								
Land Subsidence Coordination	\$ -									
Conduct Partner Data Compilation Summary	\$ 15,000	\$ 9,930								
Provide, populate, and update data in DMS	\$ 15,000	\$ 19,116								
Develop GW Modeling Workplan	\$ -									
Update GW Modeling Scenarios	\$ -									
Completion of Bi-Annual State of the Basin Report	\$ -				\$ 51,322			\$ 51,360		
MW Network, Sampling & Data Mgmt - CASGEM related	\$ -		\$ 44,347		\$ 3,154	\$ 6,437	\$ 9,000	\$ 12,228	\$ 12,599	
Water Quality Sampling								\$ 34,249	\$ 120,336	\$ 25,154
Transducer installation, download and analyses								\$ 21,526		
Water Quality Analysis (BSK lab thru Roseville - no GEI)								\$ 37,800		
Transducer purchase (purchase from vendor by Roseville)								\$ 19,200	\$ 48,055	
Biennial State of the Basin Report (BSBR)										\$ 39,145
Surface Water/Groundwater Interaction										\$ 19,841
Subtotal	\$ 68,377	\$ 153,386	\$ 44,347	\$ -	\$ 54,476	\$ 105,443	\$ 109,000	\$ 176,363	\$ 180,990	\$ 84,140
Component No. 3 Groundwater Resource Protection										
Conduct Well Inventory Assessment - Desktop Study	\$ -									
(completed as part of Component No. 2)	\$ 5,000									
Well Abandonment/Destruction - Optional for Yrs 4 & 5										
Grant Application						\$ 22,738				
Destroy Prioritized List of Wells (assumes 2 every other year)										
Recharge Study - identification of Areas for Protection										
GW Protect & Sust - additional MW, basin sustain yard			\$ 10,584			\$ 10,822				
Hydrogeologic Framework						\$ 11,956				
Water Balance						\$ 28,432				
Recharge Study - identification of Areas for Protection										
Contamination Studies, Mitigation, & Remediation										
Change orders for Wtr Bal & Sustain Yield Studies						\$ 86,236				
Hydrogeologic Knowledge Enhancement										\$ 10,641
Subtotal	\$ 6,722	\$ -	\$ 10,584	\$ -	\$ 160,184	\$ -	\$ -	\$ -	\$ -	\$ 10,641
Component No. 4 Groundwater Sustainability										
Regional Aquifer Characterization Study		\$ 3,902								
CASGEM Support										\$ 23,861
Subtotal	\$ -	\$ 3,902	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,861
Component No. 5 Planning Integration										
Coordinate w/SGA and Sutter County on modeling efforts										
Groundwater Management Plan Update										
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DRAFT WPCGMP Administrative Budget	Year 1 Costs	Year 2 Costs	Year 3 Costs	Years 4 & 5 Costs		Year 6 Costs	Year 6 Costs	Year 7 Costs	Year 8 Costs	Year 8 Costs
Total	\$ 113,269	\$ 182,955	\$ 80,656	\$ -	\$ 259,666	\$ 164,699	\$ 138,857	\$ 218,296	\$ 218,170	\$ 162,316
Fund Balance	\$ 21,731	\$ 34,776	\$ 129,120		\$ 99,454	\$ 79,755	\$ 105,597	\$ 62,301	\$ 19,131	\$ 31,815
Cost Contribution Per Entity	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 6	Year 7	Year 8	Year 8
City of Roseville	\$ 40,000	\$ 57,000	\$ 50,000	\$ 35,000	\$ 25,000	\$ 40,000	\$ 40,000	\$ 50,000	\$ 50,000	\$ 50,000
Placer County Water Agency	\$ 40,000	\$ 57,000	\$ 50,000	\$ 35,000	\$ 25,000	\$ 40,000	\$ 40,000	\$ 50,000	\$ 50,000	\$ 50,000
City of Lincoln	\$ 30,000	\$ 57,000	\$ 50,000	\$ 35,000	\$ 25,000	\$ 40,000	\$ 40,000	\$ 50,000	\$ 50,000	\$ 50,000
Cal American Water Company	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Placer County (tentative)										
Total	\$ 135,000	\$ 196,000	\$ 175,000	\$ 130,000	\$ 100,000	\$ 145,000	\$ 145,000	\$ 175,000	\$ 175,000	\$ 175,000

Note:
 Budget shall be approved by the governing body of each Party prior to funding. Budget shall include the allocation of Funds.
 Apportionment of Administrative Expenses to be shared among the Parties. Not necessarily in equal shares per MOA Agreement No. 2 and No.8
 Yearly costs include and estimate of program management and construction costs.
 Yearly costs do not include and offset in the form of grant dollars.
 Yearly costs do not include purveyor/City Administrative costs.

PROFESSIONAL SERVICES AGREEMENT

Project: Western Placer County Groundwater Management Program – Year 9 Implementation

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and GEI Consultants,
Inc., a Massachusetts corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of implementing goals and objectives of the Western Placer County Groundwater Management Program; and

WHEREAS, CONSULTANT has prepared a proposal dated March 30, 2016, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional services related to hydrogeological and project management services.

NOW, THEREFORE, the parties agree as follows:

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

EXHIBIT "A." Total compensation shall not exceed one hundred sixty-two thousand, three hundred sixteen dollars (\$162,316).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the

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

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

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

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

CITY OF ROSEVILLE

Richard D. Plecker
Environmental Utilities Director
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Richard Shatz, Principal Hydrogeologist
GEI Consultants, Inc.
2868 Prospect Park Drive, Suite 400
Rancho Cordova, CA 95670

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

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk

under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20 __, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

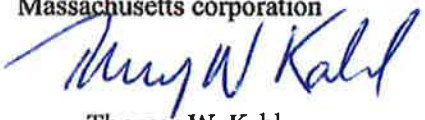
APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
RICHARD D. PLECKER
Environmental Utilities Director

GEI CONSULTANTS, INC., a
Massachusetts corporation


BY: Thomas W. Kahl
its: Chief Financial Officer

and

BY: 
its: VICE PRESIDENT

EXHIBIT “A”

Scope of Work

Western Placer County Groundwater Management Program Year 9 Implementation



Submitted by

GEI Consultants, Inc.
2868 Prospect Park Drive, Suite 400
Rancho Cordova, CA 95670
T: 916.631.4500
F: 916.631.4501

March 30, 2016

Scope of Services and Cost Estimate

This work plan has been designed to provide hydrogeological and project management services to support groundwater management efforts for the Western Placer County Groundwater Management Program (WPCGMP) Year 9 Implementation (July 1, 2016 through June 30, 2017). This work is intended to continue to support efforts to develop a Groundwater Management Agency (GSA), compile pertinent groundwater information for use in an upcoming regional groundwater modeling effort, and to position the WPCGMP Partners (City of Roseville, City of Lincoln, Placer County Water Agency, and California American Water) for future grant funding opportunities. The tasks to be accomplished during Year 9 will include WPCGMP and GSA meetings, preparation of a Biennial State of the Basin Report (2013 to 2015) accumulation of Partner records and groundwater conditions through the drought, water quality sampling to expand upon monitoring results from the 2015 evaluation, and continue collection of groundwater-level measurements in support of the California Statewide Groundwater Elevation Monitoring (CASGEM) program. The work also includes preparing to close a recognized data gap regarding surface water/groundwater interaction to position the Partners for potential future grant funding opportunities.

In addition to the tasks identified above, the California Department of Water Resources (DWR) has approved grant funding to assist Placer County in formation of a GSA and data gathering for development of a Groundwater Sustainability Plan (GSP). The grant includes the following tasks, which may occur concurrent with the work describe in this proposal:

- Task 1: Advancement of GSA Formation
 - Subtask 1.1: Land Use Planning Review (review and summary of existing plans and ordinances)
 - Subtask 1.2: Develop a GSA Organizational Structure (agreements, development of budgets)
- Task 2: Data Gathering for GSP Development
 - Subtask 2.1: Groundwater Extraction Facility Inventory (GEFI) Program (identify wells that pump in excess of 2 acre-feet per year)
 - Subtask 2.2: Water Quality Trends (water quality sampling six monitoring wells for total dissolved solids)

TASK 1: WPCGMP MANAGEMENT MEETINGS

We understand the GMP Partners are planning to meet approximately every two months to organize and coordinate groundwater management activities in Western Placer County (WPC). Mr. Richard Shatz, a California-certified hydrogeologist, will attend all meetings as requested by the Partners. We thoroughly understand the need to provide strong coordination of the meetings to make use of this valuable time.

GEI will perform the following subtasks:

- Coordinate with GMP Partners to identify key issues that need to be addressed at the meetings and prepare and distribute agendas

SCOPE OF WORK – WESTERN PLACER COUNTY GROUNDWATER MANAGEMENT PROGRAM – YEAR 9 IMPLEMENTATION

- Track the action items and identify any outstanding action items that should be discussed and addressed
- Present updates on groundwater levels, groundwater/surface water interaction monitoring, and water quality sampling results along with activities by DWR for implementation of Sustainable Groundwater Management Act (SGMA)
- Identify state, public, technical, and professional meetings to the GMP Partners for their consideration. Identify potential speakers for GMP meetings
- Describe grant funding opportunities
- Document the results of each meeting and distribute the meeting minutes

Assumptions: None.

Deliverables: Meeting agendas, meeting minutes, grant opportunities, and technical and professional meetings and PowerPoint presentations.

TASK 2: GSA FORMATION SUPPORT

The GMP Partners along with Placer County plan to hold monthly meetings to continue the development of a GSA. GEI will:

- Provide meeting and presentation support
- Attend monthly GSA meetings, contribute to meeting minutes
- Review DWR developed regulations and information pertaining to SGMA
- Research and provide specific informational white papers to support the GSA as requested
- Attend stakeholder outreach meetings at the request of the Partners

Assumptions: County will prepare agendas and distribute meeting minutes. Attend 12 monthly meetings and others as directed. Attend up to four stakeholder outreach meetings.

Deliverables: As directed by Partners.

TASK 3: BIENNIAL STATE OF THE BASIN REPORT (BSBR)

GEI developed the first BSBR report that covered the period 2010 through 2012. The report established a framework of documenting water resources in WPC. The Regional Water Authority (RWA) is in the planning stages to develop a new groundwater model for the region including the WPC area. During the construction of the model, the Partners will need to provide data to populate and calibrate the model. The BSBR will provide the basic information for the model for the WPC area. The proposed BSBR (2013 to 2015) will assess the effects of the drought on the WPC portion of the North American Groundwater Subbasin.

GEI will prepare a complete BSRB and include the following major sections along with pertinent tables and figures:

SCOPE OF WORK – WESTERN PLACER COUNTY GROUNDWATER MANAGEMENT PROGRAM – YEAR 9 IMPLEMENTATION

- **Hydrogeologic Framework:** update the hydrogeologic knowledge of the area with information gained from the new monitoring wells and information gained during Placer County CASGEM permitting efforts
- **Hydrologic Conditions:** document the climate conditions including rainfall and gaged stream flows
- **Water Use:** revise the land use changes based on Placer County Agricultural Commission annual crop surveys, agricultural land conversions from Partner's approvals for new development, and obtain groundwater pumping data and surface water use from the Partners
- **Groundwater Recharge:** location of groundwater recharge programs; amount of artificial recharge wastewater recycling/reuse
- **Groundwater Conditions:** update of the groundwater monitoring network; aquifer relationships/interconnectedness; groundwater level trends; groundwater contours; change-in-storage estimates
- **Groundwater Quality:** summary of the findings from the 2015 groundwater quality sampling; update anthropogenic sources of contaminants including contaminants of concern, extent of groundwater contamination plumes, remedial efforts and effects, and identify when remedial efforts may be completed
- **Groundwater Quality Protection:** update the number of new wells permitted and the number of wells destroyed between 2013 and 2015
- **Land Subsidence:** document the status of land subsidence based on the NASA study
- **Groundwater Management Efforts:** summarize groundwater management efforts by the Partners and Placer County
- **Conclusions and Recommendations**

Assumptions: The SRM groundwater model will not be used to estimate surface water and groundwater use by agriculture.

Deliverables: Draft and final BBSR reports.

TASK 4: SURFACE WATER/ GROUNDWATER INTERACTION

The WPC area has four major surface water tributaries that convey water from the foothills into the groundwater subbasin. Most of the rivers and creeks have at least one surface water gaging station (state, County, or private). A potential groundwater recharge area map has been created and is provide on Figure 1. This map shows where coarse-grained soils or sediments (aquifers) are near or exposed at ground surface. These coarse grained sediments could allow groundwater to discharge to surface water or recharge groundwater. However, the amount of recharge or discharge of groundwater cannot be fully quantified due to the lack of multiple gaging stations in the potential recharge areas, along some of the creeks and rivers, thus leaving significant uncertainty of the recharge volumes.

Historically, DWR performed a Groundwater Accretion Study on Auburn Ravine and Coon Creek. The study concluded that some groundwater recharge is occurring along Auburn Ravine, but the isotope work could not confirm the young water in the nearby aquifers. The volume of water was not quantified due to

SCOPE OF WORK – WESTERN PLACER COUNTY GROUNDWATER MANAGEMENT PROGRAM – YEAR 9 IMPLEMENTATION

complications within the ravine caused by such issues as beaver dams. Recharge along Coon Creek was not quantified, but further investigation was recommended.

Additional studies are in progress along Dry Creek and its tributaries where there are multiple surface water gaging stations and monitoring wells that have been constructed to evaluate the amount, where it is occurring, and provide measurements of the groundwater responses. Continued documentation of the conditions should provide adequate information.

Bear River has limited gaging stations. No evaluations have been performed to estimate losses or gains from Bear River within the Placer County area. Assessment of the available data is needed to confirm whether the existing gages can provide sufficient information.

We understand RWA will be leading an effort in the near future to develop a new regional groundwater model. Key to the modeling will be quantification of recharge. Also the Draft Groundwater Sustainability Plan regulations wants quantification of infiltration from surface water systems. The purpose of this task is to continue the evaluation to quantify the recharge from the creeks with the anticipation that additional gaging stations may be required which could be grant funded.

GEI will:

- Perform a drive by canvas of road crossings along Coon Creek and Auburn Ravine to select potential temporary gaging stations within the potential recharge areas to provide data of which segments are gaining or losing and the amounts.
- Obtain and process existing gaging stations data on the Bear River to evaluate whether the data is adequate or if improvements to the gaging station network is warranted.
- Prepare a project description describing the recommended additions to the surface water monitoring network and an estimated cost to implement for easy insertion into future grant applications or to be funded by the Partners.

Assumptions: Three days of site canvassing will be sufficient to identify locations. No work will be performed to identify diversions.

Deliverables: Draft and Final Project Description, map showing potential gaging station locations and cost estimates to complete.

TASK 5: HYDROGEOLOGIC KNOWLEDGE ENHANCEMENT

The purpose of this task is to improve the hydrogeologic understanding of the WPC area and to identify potential new wells that could be incorporated into the CASGEM monitoring network. There are still areas within WPC where groundwater level monitoring occurs, but the depths of the wells and well screen intervals are not known. Also along the eastern portion of the groundwater subbasin the Ione Formation may be present in the subsurface limiting recharge and containing poor quality water. New water supply wells are being constructed by private land owners and as such during drilling of the wells they present an opportunity to view the sediments and the potential aquifers and confining beds that could enhance the knowledge of the extent and types of aquifers. Conceptually, GEI will:

SCOPE OF WORK – WESTERN PLACER COUNTY GROUNDWATER MANAGEMENT PROGRAM – YEAR 9 IMPLEMENTATION

- Develop a regional map of areas of interest to provide to Placer County, who issues water supply well drilling permits.
- Prepare a FAQ sheet for Placer County to provide to the well owner asking if they would allow a geologist to come to their property to view the drill cuttings and gain hydrogeologic knowledge about the aquifers.
- Prepare typical access agreement
- Log up to five borings and document the sediment types and formations.
- Discuss with the well owner to explain the CASGEM monitoring program and whether the well owner may be willing to participate.

Assumptions: Placer County will be willing to cooperate. GEI's sole purpose is to collect information and will not provide any well design recommendations to limit liability.

Deliverables: Area of interest map where CASGEM wells are lacking or do not have well logs. FAQ sheet and letter of limitation of liability. Sediment logs by well with formations identified.

TASK 6: WATER QUALITY SAMPLING

Regional groundwater sampling was performed in 2015 and several constituents were found that warranted additional evaluation. The Stressed Basin Grant is funding additional sampling of six monitoring wells for general minerals (total dissolved solids) to provide information regarding trends. Subsequent to preparation of this grant application, two additional constituents were identified that needed further assessment to identify trends and the extent, which will be used to support the development of the GSP and threshold limits. GEI will:

- Collect samples from monitoring wells DCMW-1, DCMW-2, and DCMW-3 in August 2016 and April 2017 to provide additional sampling to evaluate trihalomethanes (detected in 2015 between 3.2 and 48 ug/L) near Roseville's aquifer and storage recovery wells.
- Collect samples from seven monitoring wells MW 1-3, SVMW-1A, SVMW-2A, CVMW-1A, WPMW-2A, Airport Well 4 MW, and Fiddymont 14MW-ID in August 2016 and April 2017 and analyze the water for hexavalent chromium concentrations to develop trends. In 2015, water from these wells had hexavalent chromium concentrations between 5 and 15 ug/L (maximum contaminant levels is 10ug/L).
- Evaluate additional wells near the hexavalent chromium wells listed above and collect samples for hexavalent chromium from up to ten additional wells to further define the hexavalent chromium levels and extent. The samples will be collected in April 2017.
- Collect samples from an additional three monitoring wells (not funded by grant) that are exceeding the MCL for general total dissolved solids one time in September 2016.

Upon completion of the sampling a brief technical memorandum will be developed documenting the sampling results, along with trend graphs and distribution maps.

SCOPE OF WORK – WESTERN PLACER COUNTY GROUNDWATER MANAGEMENT PROGRAM – YEAR 9 IMPLEMENTATION

Assumptions: The appropriate Partner will provide primary contact with private well owners to attempt to request permission to collect water quality samples for hexavalent chromium. GEI will pay the laboratory directly for the analyses.

Deliverables: A Technical Memorandum documenting the wells sampled, methods, trend graphs, maps, analytical results, and an interpretation of the results.

TASK 7: CASGEM SUPPORT

The City of Roseville (City) is the approved monitoring entity for the CASGEM program for the Western Placer County area and as such coordinates monitoring activities and reporting of the results. GEI has been designated by the City to access the program and upload data. We anticipate the City may want to add additional monitoring wells to the program.

GEI will complete the following items:

- Notify the GMP Partner associates when to monitor, accumulate the results, check the reasonableness of the measurements by comparing them to historic measurements, and, as necessary, request Partner's staff to take confirmation measurements. Archive the measurements into our database for inclusion into a GSP. Upload the measurements to the CASGEM system
- Prepare well construction summary sheet in preparation to add new monitoring wells to the CASGEM system and upload the information
- Download transducer recorded measurements three times from the new monitoring wells constructed along Dry Creek and its tributaries to assess surface water/groundwater interactions, further assess the location, amount, and timing of recharge
- Download stream gaging data and plot the results to the transducer measurements to demonstrate whether there is a correlation of stream gage flow to changes in groundwater levels

Assumptions: CASGEM groundwater level monitoring will continue on a monthly basis through June 2017. Groundwater level measurements will only be required to be uploaded to the CASGEM database in the spring and fall of each year.

Deliverables: E-mail notifications to monitoring entities when to monitor. Regular updates to the Partners regarding groundwater level responses.

COST ESTIMATE

We propose to complete the project on a time-and-materials basis with a not-to-be exceeded budget of \$162,316. As negotiated with the City a ten percent mark-up will be allowed on laboratory services. The estimated cost for our services is shown on the attached spreadsheet.

SCOPE OF WORK – WESTERN PLACER COUNTY GROUNDWATER MANAGEMENT PROGRAM – YEAR 9 IMPLEMENTATION

Please call Mr. Shatz at (916) 631-4566 if you have any questions pertaining to this proposal.

Regards,



Richard W. Shatz, C.H.G. 84
Principal Hydrogeologist



Chris Petersen, CHG. 463
Senior Hydrogeologist

Enclosures

J:\Roseville, City of\Proposals\WPCGMP_Year 9\GEI - Scope of Work - Year 9_v6.docx

Table 1
Western Placer County Groundwater Management Program - Year 9 Implementation
Western Placer County, California

<u>Description</u>	<u>Labor Cost</u>	<u>Expenses</u>	<u>Subcontractors</u>	<u>SUBTOTAL</u>
Task 1 - WPCGMP Management Meetings	\$14,214	\$0	\$0	\$14,214
Task 2 - GSA Formation Support	\$29,460	\$0	\$0	\$29,460
Task 3 - BSBR Report	\$39,145	\$0	\$0	\$39,145
Task 4 - Surface Water/Groundwater Interaction	\$19,730	\$111	\$0	\$19,841
Task 5 - Hydrogeologic Knowledge Enhancement	\$10,641	\$0	\$0	\$10,641
Task 6 - Water Quality Sampling	\$19,575	\$2,131	\$3,449	\$25,154
Task 7 - CASGEM Support	\$23,861	\$0	\$0	\$23,861
Total Year 9				\$162,316



COUNCIL COMMUNICATION

CC #: 7979

File #: 0102

Title: Request for Council Discretionary Funds - Roseville Coalition of Neighborhood Associations

Contact: Sonia Orozco (916) 774-5269 sorozco@roseville.ca.us
Amy Ruiz (916) 746-1362 aruiz@roseville.ca.us

Meeting Date: 9/21/2016

Item #: 9.1.

RECOMMENDATION TO COUNCIL

The City Council is asked to discuss and consider approval by motion a request from Roseville Coalition of Neighborhood Associations (RCONA), a non-profit public benefit organization for \$2,700 to cover the cost for Movies in the Park and Santa in the Park.

BACKGROUND

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. In addition, the City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to \$15,000.00 of the annual earnings for the purpose of improving the quality of life in Roseville.

Background- RCONA

Movies in the Park and Santa in the Park are annual community events that attract residents of all ages, backgrounds and income levels. The typical attendance for each of these events is over 500 residents. The estimated cost of the 2016 events is \$5,100 but could range up to \$6,000 depending on the variable licensing costs. RCONA has secured sponsorships totaling \$3,300 from Roseville Electric and Environmental Utilities. RCONA would like to request Council Discretionary Funds in the amount of \$2,700 to cover the balance of the costs.

FISCAL IMPACT

There is no fiscal impact to the City's general fund. Annually the City Treasurer allocates \$15,000 of the annual earnings of the Citizens Benefit Fund per section 4.06.04 in the Municipal Code and is included in the annual budget along with the Citizens' Benefit Funds available for the

appropriation each year. These earnings are restricted for the purpose of improving the quality of life for the citizens in Roseville and appropriated by the City Council. The current balance in the Council's Discretionary Funds for FY2017 is \$23,249.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The Council discretionary funds is not considered a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Amy Ruiz, Management Assistant

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

RCONA Request August 2016

RCONA Request Additional Info August 2016



Roseville Coalition of Neighborhood Associations

Aug 19, 2016

City of Roseville
311 Vernon Street
Roseville, CA 95678

Amy Ruiz
City Manager's Office

Dear Ms. Ruiz,

RE: RCONA'S Council Discretionary Fund Request - Update for Sept 21 council meeting

RCONA completed a Citizens Benefit Fund Application in March of 2016 requesting \$5000 to cover estimated TOTAL cost of Movie in the Park (MITP) and Santa in the Park (SITP) programs. The application was NOT awarded any Citizens Benefit funds, only due to inconsequential administrative issues (type of business license copy and missing signature). It was NOT because of insufficient merit of grant request. Since that time we have secured sponsorships totaling \$3,300 from Roseville Electric & Environmental Utilities. RCONA would like to request Council Discretionary Funds in the amount of \$2,700 to cover the balance of the costs for Movies in the Park & Santa in the Park.

Thank you for considering this request.

All the best,

Werner Kuehn

RCONA President 2016



Roseville Coalition of Neighborhood Associations

August 19, 2016

Discretionary Fund Request – Additional Information

Project Description

Movies in the Park (MITP) + Santa in the Park (SITP) are highly anticipated annual community events. The full actual cost of the seven 2016 events is \$5000. Since the time of our original request, we have secured sponsorships totaling \$3,300 from Roseville Electric & Environmental Utilities. RCONA would like to request Council Discretionary Funds in the amount of \$2,700 to cover the balance of the costs for 2016 Movies in the Park & Santa in the Park.

Need for these programs and Community Support

These FREE “family friendly” neighborhood events attract residents of all ages, backgrounds and income levels. Typical attendance exceeds 500 people at each event. Our Neighborhood associations work these events, using them to recruit volunteers and neighbors to participate in their association, get to know each other, and revitalize the neighborhood.

MITP and SITP programs have become highly desired annual community events that are becoming a Roseville tradition. The organizational mission of RCONA is to build and strengthen neighborhood associations and to promote productive communications and collaborations between those associations, Roseville PD Neighborhood officers, and public and private organizations in their neighborhoods. MITP and SITP events have provided an excellent community outreach venue for city departments like Roseville Police, Fire, Environmental Utilities, Electric, and Parks, Recreation & Library. Each of those City departments have enthusiastically supported and participated in MITP and SITP. In addition, charity partners like Placer Food Bank and Kids First have used MITP and SITP as opportunities to reach out to those in need. The SITP event actively uses multi-generational volunteers as well as having 26 Roseville schools as participants. High school & middle school student volunteers value the opportunity at SITP to assist elementary students in craft creations.

Are there other funding sources for this project?

The other funding source for this project would be from the RCONA general fund.

What is negative impact if the funds are not granted?

If funds are not granted, producing these events would be a financial strain on our resources. Using our own funds for MITP + SITP minimizes our ability to provide other potential neighborhood support programs

Funding History

Below is funding history of previous CBG/R.E.A.C.H. grants. As you can see, in previous years we were awarded partial funding. Although our funds request is for full 2016 cost, we would be grateful for any funding support.

Fiscal Year	Amount	Description
2010 / 2011	\$2200	Movies in the Park
2011 / 2012	\$0	Movies in the Park
2012 / 2013	\$2405	Movies in the Park
2013 / 2014	\$3415	Movies in the Park/Santa in the Park
2014 / 2015	\$0	Movies in the Park/Santa in the Park
2015 / 2016	\$1694	Movies in the Park/Santa in the Park
2016 / 2017	\$0	Movies in the Park/Santa in the Park



COUNCIL COMMUNICATION

CC #: 7998

File #: 0323

Title: Grand Jury Response

Contact: Daniel Hahn (916) 774-5014 dhahn@roseville.ca.us

Meeting Date: 9/21/2016

Item #: 9.2.

RECOMMENDATION TO COUNCIL

Informational presentation only.

BACKGROUND

In accordance with Penal Code section 933, the purpose of this item is to provide a report to the City Council on the Roseville Police Department's response to the 2015/2016 Placer County Grand Jury Report-Child Abuse and Neglect and solicit any additional comments from City Council. The Placer County Grand Jury made two recommendations to the Roseville Police Department (along with four other local agencies) in their 2015/2016 Child Abuse and Neglect Final Report. Specifically, they recommended:

R1. All five law enforcement agencies establish written policies and procedures for all non-sworn and volunteer personnel regarding child abuse/neglect reporting.

R2. The law enforcement agencies ensure that all new and current volunteers and staff have received training on child abuse/neglect reporting.

The Roseville Police Department responded on August 17, 2016 stating:

R1. The Roseville Police Department currently has a policy regarding child abuse/neglect reporting for all members of the Roseville Police Department. This includes all non-sworn and volunteer personnel.

R2. Many members of the Roseville Police Department receive child abuse/neglect training through initial academy training programs (i.e. Police Officers and Animal Control Officers). We are currently implementing ongoing child abuse/neglect training for every member of the Roseville Police Department which includes non-sworn and volunteer personnel.

Penal Code 933 requires City Council to offer any comment on the recommendations they deem necessary. This item is meant to allow City Council the opportunity to make any such comments.

FISCAL IMPACT

There is no fiscal impact related to this presentation.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Dee Dee Gunther, Department Public Information Officer

Daniel Hahn, Police Chief



Rob Jensen, City Manager

ATTACHMENTS:

Description

Grand Jury Response



Roseville Police Department

1051 Junction Blvd.
Roseville, CA 95678

Daniel Hahn, Chief of Police

Placer County Grand Jury
11532 B Avenue
Auburn, CA 95603

August 17, 2016

Re: 2015-2016 Placer County Grand Jury Report-Child Abuse and Neglect

Dear Placer County Grand Jury,

I would like to thank the Placer County Grand Jury for your continued dedication to the citizens of Placer County. I am pleased to submit my response to the Grand Jury report.

RECOMMENDATIONS

R1. All five law enforcement agencies establish written policies and procedures for all non-sworn and volunteer personnel regarding child abuse/neglect reporting.

Response 1. The Roseville Police Department currently has a policy regarding child abuse/neglect reporting for all members of the Roseville Police Department. This includes all non-sworn and volunteer personnel.

R2. The law enforcement agencies ensure that all new and current volunteers and staff have received training on child abuse/neglect reporting.

Response 2. Many members of the Roseville Police Department receive child abuse/neglect training through initial academy training programs (i.e. Police Officers and Animal Control Officers). We are currently implementing ongoing child abuse/neglect training for every member of the Roseville Police Department which includes non-sworn and volunteer personnel.

The Roseville Police Department is dedicated to protecting the most vulnerable in our community, children, and appreciates the Placer County Grand Jury's interest in this area.

I again would like to thank the 2015-2016 Placer County Grand Jury for its report and service to the City of Roseville. If there is any additional information I can provide, I would be happy to speak with you or respond in writing.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Hahn", is written over a large, loopy circular flourish.

Daniel Hahn, Chief of Police
City of Roseville



Roseville Police Department

1051 Junction Blvd.
Roseville, CA 95678

Daniel Hahn, Chief of Police

The Honorable Colleen M. Nichols
Presiding Judge of the Superior Court
County of Placer
P.O. Box 619072
Roseville, CA 95661

August 17, 2016

Re: 2015-2016 Placer County Grand Jury Report-Child Abuse and Neglect

Dear Placer County Grand Jury,

I would like to thank the Placer County Grand Jury for your continued dedication to the citizens of Placer County. I am pleased to submit my response to the Grand Jury report.

RECOMMENDATIONS

R1. All five law enforcement agencies establish written policies and procedures for all non-sworn and volunteer personnel regarding child abuse/neglect reporting.

Response 1. The Roseville Police Department currently has a policy regarding child abuse/neglect reporting for all members of the Roseville Police Department. This includes all non-sworn and volunteer personnel.

R2. The law enforcement agencies ensure that all new and current volunteers and staff have received training on child abuse/neglect reporting.

Response 2. Many members of the Roseville Police Department receive child abuse/neglect training through initial academy training programs (i.e. Police Officers and Animal Control Officers). We are currently implementing ongoing child abuse/neglect training for every member of the Roseville Police Department which includes non-sworn and volunteer personnel.

The Roseville Police Department is dedicated to protecting the most vulnerable in our community, children, and appreciates the Placer County Grand Jury's interest in this area.

I again would like to thank the 2015-2016 Placer County Grand Jury for its report and service to the City of Roseville. If there is any additional information I can provide, I would be happy to speak with you or respond in writing.

Sincerely,


Daniel Hahn, Chief of Police
City of Roseville



COUNCIL COMMUNICATION

CC #: 7999

File #: 0106

Title: League of California Cities Annual Conference Resolution
Contact: Mark Wolinski (916) 774-5179 mwolinski@roseville.ca.us

Meeting Date: 9/21/2016

Item #: 9.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council provide direction to the City's voting delegate regarding the City's positions on the League of California Cities resolution being considered at their annual conference held this year in Long Beach, CA. Staff recommends the following position on the proposed resolution: Resolution 1–Disapprove.

BACKGROUND

This year's League of California Cities Annual Conference is being held October 5 – 7, 2016 at the Long Beach Convention Center. The annual business meeting will be held on Friday, October, 7 at 12 PM when the membership takes action on Conference resolutions.

Designated voting delegates or their alternates registered to attend the Annual Conference constitute the League's General Assembly. At the September 7, 2016 City Council meeting, the Council appointed Chief Financial Officer, Jay Panzica as voting delegate.

Annual conference resolutions guide cities and the League in efforts to improve the quality, responsiveness and vitality of local government in California.

DISCUSSION

The League of California Cities has identified one resolution to be considered at the upcoming annual conference. The following is a brief description of the resolution including staff's recommendation:

Resolution 1- (Recommended Position: Disapprove) This resolution seeks to commit the League of California Cities to support Vision Zero, which is a vision toward zero deaths, and other programs or initiatives to make safety a top priority for transportation projects and policy formation, while encouraging cities to pursue similar initiatives. At this time, 18 U.S. cities have adopted Vision Zero programs in the effort to reduce the numbers of fatal crashes occurring on their roads.

Staff recommendation: *While the City of Roseville supports the intent of the resolution from*

both a policy and operational standpoint, the recommendation to disapprove the resolution is based on concerns over the lack of analysis of the practical effect of its worthy intentions. The unanswered questions include whether approval would result in League support to redirect funds from existing transportation projects and priorities that have important benefit to the City and the region, or a shift in policy direction for the League's legislative platform that could adversely affect its advocacy on issues that Roseville supports. It is for these reasons that staff recommends a vote to disapprove this resolution.

FISCAL IMPACT

There is no fiscal impact for this item. The cost to attend the annual conference is included in the City's current budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Mark Wolinski, Government Relations Administrator

Megan MacPherson, Public Affairs & Communications Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

League Voting Resolution - Attachment A



***Annual Conference
Resolutions Packet***

2016 Annual Conference Resolutions



Long Beach, California

October 5 – 7, 2016

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, one resolution has been introduced for consideration by the Annual Conference and referred to the League policy committees.

POLICY COMMITTEES: One policy committee will meet at the Annual Conference to consider and take action on the resolution referred to them. The committee is Transportation, Communication and Public Works. The committee will meet 9:00 – 10:30 a.m. on Wednesday, October 5, 2016, at the Hyatt Regency. The sponsor of the resolution has been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, October 6, at the Hyatt Regency in Long Beach, to consider the report of the policy committee regarding the resolution. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 12:00 p.m. on Friday, October 7, at the Long Beach Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:00 p.m., Thursday, October 6. Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

LOCATION OF MEETINGS

Policy Committee Meetings

Wednesday, October 5

Hyatt Regency Long Beach

200 South Pine Street, Long Beach

9:00 – 10:30 a.m.: Transportation, Communication & Public Works

General Resolutions Committee

Thursday, October 6, 1:00 p.m.

Hyatt Regency Long Beach

200 South Pine Street, Long Beach

Annual Business Meeting and General Assembly Luncheon

Friday, October 7, 12:00 p.m.

Long Beach Convention Center

300 East Ocean Boulevard, Long Beach

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3
		1 - Policy Committee Recommendation to General Resolutions Committee		
		2 - General Resolutions Committee		
		3 - General Assembly		

TRANSPORTATION, COMMUNICATION, AND PUBLIC WORKS POLICY COMMITTEE

		1	2	3
1	Vision Zero			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: www.cacities.org. The entire Resolutions Packet will be posted at: www.cacities.org/resolutions.

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

- | | |
|---|---|
| A | Approve |
| D | Disapprove |
| N | No Action |
| R | Refer to appropriate policy committee for study |

ACTION FOOTNOTES

* Subject matter covered in another resolution

** Existing League policy

*** Local authority presently exists

- | | |
|-----|---|
| a | Amend+ |
| Aa | Approve as amended+ |
| Aaa | Approve with additional amendment(s)+ |
| Ra | Refer as amended to appropriate policy committee for study+ |
| Raa | Additional amendments and refer+ |
| Da | Amend (for clarity or brevity) and Disapprove+ |
| Na | Amend (for clarity or brevity) and take No Action+ |
| W | Withdrawn by Sponsor |

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Resolution Process](#).

1. RESOLUTION COMMITTING THE LEAGUE OF CALIFORNIA CITIES TO SUPPORTING VISION ZERO, TOWARD ZERO DEATHS, AND OTHER PROGRAMS OR INITIATIVES TO MAKE SAFETY A TOP PRIORITY FOR TRANSPORTATION PROJECTS AND POLICY FORMULATION, WHILE ENCOURAGING CITIES TO PURSUE SIMILAR INITIATIVES

Source: City of San Jose

Concurrence of five or more cities/city officials: Cities: Fremont; Los Angeles; Sacramento; San Diego; San Francisco; Santa Monica; and West Hollywood

Referred to: Transportation, Communication and Public Works Policy Committees

Recommendation to General Resolution Committee:

WHEREAS, each year more than 30,000 people are killed on streets in the United States in traffic collisions; and

WHEREAS, traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people; with pedestrians and cyclists accounting for a disproportionate share; and

WHEREAS the Centers for Disease Control recently indicated that America's traffic death rate per person was about double the average of peer nations; and

WHEREAS Vision Zero and Toward Zero Deaths are comprehensive strategies to eliminate all traffic fatalities and severe injuries using a multi-disciplinary approach, including education, enforcement and engineering measures; and

WHEREAS a core principal of Vision Zero and Toward Zero Deaths is that traffic deaths are preventable and unacceptable; and

WHEREAS cities across the world have adopted and implemented Vision Zero and Toward Zero Deaths strategies and successfully reduced traffic fatalities and severe injuries occurring on streets and highways; and

WHEREAS safe, reliable and efficient transportation systems are essential foundations for thriving cities.

RESOLVED that the League of California Cities commits to supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety;

AND encourage cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways;

AND encourage the State of California to consider adopting safety as a top priority for both transportation projects and policy formulation.

////////

Background Information on Resolution to Support Transportation Safety Programs

Each year more than 30,000 people are killed on streets in the United States in traffic collisions. Traffic fatalities in America hit a seven-year high in 2015 and are estimated to have exceeded 35,000 people, with children, seniors, people of color, low-income and persons with disabilities accounting for a disproportionate share. The Centers for Disease Control recently reported that the traffic death rate per

person in the United States was about double the average of peer nations, with close to 10% of these deaths occurring in California (3,074 in 2014). California's largest city, Los Angeles, has *the* highest rate of traffic death among large U.S. cities, at 6.27 per 100,000 people.

Cities around the world have adopted traffic safety projects and policies that underscore that traffic deaths are both unacceptable and preventable. In 1997, Sweden initiated a program called Vision Zero that focused on the idea that "Life and health can never be exchanged for other benefits within the society." The World Health Organization has officially endorsed Vision Zero laying out traffic safety as an international public health crisis and the United Nations General Assembly introduced the Decade of Action for Road Safety 2011-2020 and set the goal for the decade: "to stabilize and then reduce the forecast level of road traffic fatalities around the world" by 50% by 2020.

As of this writing, 18 U.S. cities have adopted Vision Zero programs (including New York City, Boston, Ft. Lauderdale, Austin, San Antonio, Washington DC, and Seattle) to reduce the numbers of fatal crashes occurring on their roads (<http://visionzeronetwork.org/map-of-vision-zero-cities/>). California cities lead the way, with the cities of San Jose, San Francisco, San Mateo, San Diego, Los Angeles, Long Beach and Fremont having adopted Vision Zero strategies and many others are actively considering adoption.

In 2009 a national group of traffic safety stakeholders launched an effort called "Toward Zero Deaths: A National Strategy on Highway Safety". This initiative has been supported by the Federal Highway Administration (FHWA) (<http://safety.fhwa.dot.gov/tzd/>) and states throughout the United States, including California (http://www.ots.ca.gov/OTS_and_Traffic_Safety>About_OTS.asp).

This past January the U.S. Department of Transportation launched its "Mayors' Challenge for Safer People and Safer Streets." This effort calls on elected officials to partner with the USDOT and raise the bar for safety for people bicycling and walking by sharing resources, competing for awards, and taking action. The California cities of Beverly Hills, Davis, Maywood, Cupertino, Culver City, Rialto, Santa Monica, Porterville, Los Angeles, San Jose, Monterey, Glendale, Irvine, Oakland, Palo Alto, Alameda, West Hollywood and Fullerton signed on to this effort. Additionally, the Institute of Transportation Engineers (ITE), a leading organization for transportation professionals, recently launched a new initiative to aggressively advance the Vision Zero and Towards Zero Deaths movements (<http://library.ite.org/pub.ed59a040-caf4-5300-8ffc-35deb33ce03d>).

Ultimately all of these programs share the fundamental belief that a data-driven, systems-level, interdisciplinary approach can prevent severe and fatal injuries on our nation's roadways. They employ proven strategies, actions, and countermeasures across education, enforcement and engineering. Support for many of these life-saving programs extends far beyond government agencies, and includes National Association of City Transportation Officials (NACTO), American Association of State Highway and Transportation Officials (AASHTO), Kaiser Permanente, AARP, the National Safe Routes to School Partnership, and the International Association of Chiefs of Police, among many others.

There is wide-spread recognition that cities and towns need safe, efficient transportation systems to be economically prosperous. A resolution by the League of California Cities to support transportation safety policies like Vision Zero and Toward Zero Deaths, and encourage implementation of projects and programs that prioritize safety will help California elevate the health and safety of its residents and position us as a leader in national efforts to promote a culture of safe mobility for all.

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League of California Cities Staff Analysis on Resolution No. 1

Staff: Rony Berdugo
Committee: Transportation, Communication, and Public Works

Summary:

The resolved clauses in Resolution No. 1: commits the League of California Cities to:

- 1) Supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety;
- 2) Encouraging cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways; and
- 3) Encouraging the State to consider adopting transportation safety as a top priority for transportation projects and policy formulation.

Background:

The City of San Jose notes national and international efforts to reduce fatal and severe injury traffic collisions through systematic data driven approaches, such as Vision Zero and Toward Zero Deaths. According to the World Health Organization (WHO), "Vision Zero is a traffic safety policy, developed in Sweden in the late 1990s and based on four elements: ethics, responsibility, a philosophy of safety, and creating mechanisms for change."¹ Below is a summary of each Vision Zero element, according to WHO:

1. Ethics – Life and health trump all other transportation benefits, such as mobility.
2. Responsibility – Responsibility for crashes and injuries is shared between the providers of the system and the road users.
3. Safety Philosophy – Asserts that a transportation system should account for the unstable relationship of human error with fast/heavy machinery to avoid deaths/serious injury, but accept crashes/minor injuries.
4. Driving Mechanisms for Change – Asserts that road users and providers must both work to guaranteeing road safety, taking measures such as: improving levels of seat belt use, installing crash-protective barriers, wider use of speed camera technology, increasing random breathalyzer tests, and promoting safety in transportation project contracts.

A Vision Zero City meets the following minimum standards:

- Sets clear goal of eliminating traffic fatalities and severe injuries
- Mayor has publicly, officially committed to Vision Zero
- Vision Zero plan or strategy is in place, or Mayor has committed to doing so in clear time frame
- Key city departments (including police, transportation and public health) are engaged

List of cities that meet the minimum Vision Zero standards nationally include: Anchorage, AK; Austin, TX; Boston, MA; Cambridge, MA; Denver, CO; Eugene, OR; Fort Lauderdale, FL; Fremont, CA; Los Angeles, CA; New York, NY; Portland, OR; Sacramento, CA; San Antonio, TX; San Diego, CA; San Francisco, CA; San Jose, CA; Seattle, WA; Washington, DC

List of cities that are considering adoption of Vision Zero nationally include: Ann Arbor, MI; Bellevue, OR; Bethlehem, PA; Chicago, IL; Columbia, MO; Houston, TX; Long Beach, CA;

¹ http://who.int/violence_injury_prevention/publications/road_traffic/world_report/chapter1.pdf

New Orleans, CA; Philadelphia, PA; Pittsburgh, PA; San Mateo, CA; Santa Ana, CA; Santa Cruz, CA; Santa Monica, CA; St. Paul, MN; Tampa, FL²

Vision Zero – Samples:

1. San Francisco – In 2015, the City established a two-year action strategy that outlines the projects and policy changes to implement its Vision Zero goal of zero traffic deaths by 2024. The strategy adopts five core principles, such as: 1) traffic deaths are preventable and unacceptable; 2) safety for all road modes and users is the highest priority; 3) transportation system design should anticipate inevitable human error; 4) education, enforcement, and vehicle technology contribute to a safe system; and 5) transportation systems should be designed for speeds that protect human life.³ The strategy focuses on engineering, enforcement, education, evaluation, and policy changes that can be made to achieve their goals. The City is working on projects, such as:
 - a. Creating protected bike lanes
 - b. Building wider sidewalks
 - c. Reducing traffic speeds⁴

The City is also exploring policy changes to state law that will allow the City to place traffic cameras near schools and senior centers to cite speeding drivers through automated speed enforcement.⁵

2. Los Angeles – the City has established a commitment to eliminate all traffic deaths by 2025. They have identified a network of streets, known as the High Injury Network (HIN)⁶, which maps out their areas of concern where they plan on making strategic investments in reducing deaths/severe injury. According to the City, only 6% of their city streets account for 2/3 of all deaths/severe injury for pedestrians. The City highlights the three following projects as part of their Vision Zero efforts⁷:
 - a. Installation of 22 new Leading Pedestrian Intervals (LPis) at signals throughout the city, which gives pedestrians a head start against right-turning vehicles when crossing
 - b. Installation of a pedestrian scramble at the intersection of Hollywood and Highland, which stops traffic in all four-directions during pedestrian crossing.
 - c. Installation of curb extensions along Cesar E. Chavez Avenue in their HIN, which reduces the crossing distance for pedestrians, narrows the intersections, and reduces speed for turning vehicles.

San Francisco's Vision Zero Categories:

1. Engineering – implement treatments and redesign streets to reduce the frequency and severity of collisions (i.e. using/implementing: high injury network maps, signal timing, high visibility crosswalks, bus stop lengths, etc.)
2. Enforcement – use data driven approach to cite and focus on violations of the California Vehicular Code and S.F. Transportation Code that identify as causative in severe and fatal collisions (i.e. explore implementation of E-citation Pilot, reporting on traffic collision data, police training, etc.)

² <http://visionzeronet.org/wp-content/uploads/2016/02/VZ-map-April-20-2016-4.jpg>

³ <http://www.joomag.com/magazine/vision-zero-san-francisco/0685197001423594455?short>

⁴ <http://visionzerosf.org/vision-zero-in-action/engineering-streets-for-safety/>

⁵ <http://visionzerosf.org/vision-zero-in-action/public-policy-for-change/>

⁶ <http://ladot.maps.arcgis.com/apps/MapJournal/index.html?appid=488062f00db44ef0a29bf481aa337cb3>

⁷ <http://visionzero.lacity.org/actions/>

3. Education – coordinate among city departments to create citywide strategy for outreach and safety programs, such as Safe Routes to Schools. (i.e. education campaign includes – Safe Streets SF, large vehicle safe driving for municipal vehicles, etc.)
4. Evaluation – evaluate the impact of engineering, enforcement, education and policy efforts to provide recommendations for refinement (i.e. use of web-based data sharing and tracking systems for transparency and accountability).
5. Policy – support and mobilize local and state policy initiatives that advance Vision Zero (i.e. Advance Automated Safety Enforcement initiative at the state level, in-vehicle technology usage, partnering with state and federal agencies on administrative and legal issues, etc.)

In its annual reporting, the City has established the following measures for successful benchmarks:

- Decreasing total severe and fatal injuries
- Decreasing the proportion of severe and fatal injuries in communities of concern to address social inequities
- Decreasing medical costs at SF General Hospital relating to collisions
- Increasing the number of engineering projects and miles of streets receiving safety improvements
- Decreasing the speeds on SF streets
- Increasing investigation and prosecution of vehicular manslaughter
- Increasing public awareness of Vision Zero and traffic safety laws
- Increasing policy changes made at the state and local levels to advance Vision Zero

Toward Zero Deaths – The Federal Highway Administration (FHWA) within the United States Department of Transportation (USDOT) is committed to the vision of eliminating fatalities and serious injuries on national roadways. FHWA has a strategic goal of ensuring the “nation’s highway system provides safe, reliable, effective, and sustainable mobility for all users.”⁸ It is essentially the national version of Vision Zero administered primarily through the Highway Safety Improvement Program (HSIP).

At the state level, the California Office of Traffic Safety (OTS) has a mission to “effectively and efficiently administer traffic safety grant funds to reduce traffic deaths, injuries, and economic losses.”⁹ They make available grants to local and state public agencies for traffic law enforcement, public traffic safety education, and other programs aimed at reducing fatalities, injuries, and economic loss from collisions.

Support: City of Fremont, City of Los Angeles, City of Sacramento, City of San Francisco, City of San Jose, City of Santa Monica, and City of West Hollywood

Opposition: One individual

Fiscal Impact: Unknown. The costs to any particular city can vary tremendously depending on the level and scope of investment any particular city would seek to make. For example, the City of San Francisco has Vision Zero project costs ranging from \$30,000 for pedestrian safety treatments up to \$12,000,000 for a Streetscape project. The cost of any particular effort could be well below, above, and anywhere between those ranges for Vision Zero implementation.

⁸ <http://safety.fhwa.dot.gov/tzd/>

⁹ http://www.ots.ca.gov/OTS_and_Traffic_Safety/About_OTs.asp

Comment:

- 1) Policy committee members are encouraged to consider carefully how the adoption of the resolved clause in this resolution may affect the League's future policy when it comes to advocating for transportation funding and other existing priorities. While the clause "encouraging cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways" provides an opportunity to highlight strategies that can be considered to improve transportation safety, two other aspects of the resolved appear to establish new policy for the organization in that it would "commit" the League to:
 - Supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety.
 - Encouraging the State to consider adopting transportation safety as a top priority for transportation projects and policy formulation.
- 2) Effects of various strategies to improve transportation safety can vary. According to an article published in the San Francisco Chronicle on March 26, 2016, deaths in San Francisco traffic were not falling despite Vision Zero efforts.¹⁰ The article notes that there were seven deaths in 2016, while there was only one in the first 10 weeks of 2015 and seven in 2014 during the same period. The San Francisco Department of Public Health commented that despite these incidents, it's too early to make any conclusions about Vision Zero's effectiveness. In Los Angeles, however, the city has cited significant decreases in severe and fatal injuries with implementation of certain technologies, such as installation of pedestrian scrambles. The success of Vision Zero in any particular city will likely depend on the level of investment and scope of the project(s) as the projects can vary widely.
- 3) In the fifth "Whereas" clause from the top, the word "principal" should be "principle."

Existing League Policy: "The League supports additional funding for local transportation and other critical unmet infrastructure needs. One of the League's priorities is to support a consistent and continuous appropriation of new monies from various sources directly to cities and counties for the preservation, maintenance and rehabilitation of the local street and road system. New and additional revenues should meet the following policies:

- System Preservation and Maintenance. Given the substantial needs for all modes of transportation, a significant portion of new revenues should be focused on system preservation. Once the system has been brought to a state of good repair, revenues for maintenance of the system would be reduced to a level that enables sufficient recurring maintenance.
- Commitment to Efficiency. Priority should be given to using and improving current systems. Recipients of revenues should incorporate operational improvements and new technology in projects.
- All Users Based System. New revenues should be borne by all users of the system from the traditional personal vehicle that relies solely on gasoline, to those with new hybrid or electric technology, to commercial vehicles moving goods in the state, and even transit, bicyclists, and pedestrians who also benefit from the use of an integrated transportation network.
- Alternative Funding Mechanisms. Given that new technologies continue to improve the efficiency of many types of transportation methods, transportation stakeholders must be open to new alternative funding mechanisms. Further, the goal of reducing greenhouse gases is also expected to affect vehicle miles traveled, thus further reduce gasoline consumption and revenue from the existing gas tax. The

¹⁰ <http://www.sfchronicle.com/bayarea/article/Deaths-in-S-F-traffic-not-falling-despite-Vision-7182486.php>

existing user based fee, such as the base \$0.18-cent gas tax is a declining revenue source.

Collectively, we must have the political will to push for sustainable transportation revenues.

- Unified Statewide Solution. For statewide revenues, all transportation stakeholders must stand united in the search for new revenues. Any new statewide revenues should address the needs of the entire statewide transportation network, focused in areas where there is defensible and documented need.
- Equity. New revenues should be distributed in an equitable manner, benefiting both the north and south and urban, suburban, and rural areas as well as being equally split between state and local projects.
- Flexibility. Needs vary from region to region and city to city. New revenues and revenue authority should provide the flexibility for the appropriate level of government to meet the goals of the constituents.
- Accountability. All tax dollars should be spent properly, and recipients of new revenues should be held accountable to the taxpayers, whether at the state or local level.”¹¹

Additionally, the League adopted to “Increase Funding for Critical Transportation and Water Infrastructure” as its number one strategic goal for 2016. It reads, “Provide additional state and federal financial assistance and new local financing tools to help meet the critical transportation (streets, bridges, active transportation, and transit) and water (supply, sewer, storm water, flood control, etc.) infrastructure maintenance and construction needs throughout California’s cities.”¹²

¹¹ <http://www.cacities.org/Resources-Documents/Policy-Advocacy-Section/Policy-Development/2016-Summary-of-Existing-Policy-and-Guiding-Princi.aspx>

¹² <http://www.cacities.org/Secondary/About-Us/Strategic-Priorities>

LETTERS OF CONCURRENCE

Resolution No. 1

VISION ZERO



Office of the Mayor

3300 Capitol Avenue, Building A | P.O. Box 5006, Fremont, CA 94537-5006
510 284-4011 *ph* | 510 284-4001 *fax* | www.fremont.gov

July 21, 2016

The Honorable Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING THE ADOPTION AND
IMPLEMENTATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY THROUGHOUT CALIFORNIA

Dear President Michael,

The City of Fremont enthusiastically endorses the proposed resolution to support the implementation of initiatives to eliminate traffic deaths and severe injuries on our roadways. Fremont is among the early adopters of the Vision Zero traffic safety strategy. With City Council's approval of our Fremont Vision Zero 2020 action plan in March 2016, we are already seeing the benefits of building a safety first culture in our community.

I strongly encourage other California cities to join a growing coalition of support for Vision Zero. Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of Fremont has embraced Vision Zero and we are in strong support of expanded transportation safety in California cities and support the proposed Resolution.

Sincerely,

A handwritten signature in black ink that reads "Bill Harrison". The signature is fluid and cursive, with a long, sweeping underline.

Bill Harrison
Mayor





CITY HALL
LOS ANGELES CALIFORNIA 90012

August 2, 2016

The Honorable Dennis Michael
President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: League of California Cities Resolution Supporting Initiatives to Prioritize Traffic Safety

Dear President Michael:

We write in support of the proposed resolution to support the adoption and implementation of Vision Zero initiatives throughout California to eliminate traffic fatalities and injuries. Vision Zero and Towards Zero Deaths strategies have been adopted in cities throughout California, including the City of Los Angeles. Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Every year, more than 200 people are killed while trying to move around Los Angeles. Nearly half of the people who die on Los Angeles streets are people walking and bicycling, and an alarming number of them are children and older adults. The safety of our residents and visitors is paramount. If we can realize Vision Zero throughout California, children will be safer walking to school, families will be safer going to the park, and commuters will be safer getting to work.

The City of Los Angeles adopted Vision Zero as part of its Transportation Strategic Plan, and an executive directive was issued in 2015 directing its implementation. We are in strong support of Vision Zero in California, and we support the proposed Resolution.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Garcetti".

ERIC GARCETTI
Mayor

A handwritten signature in black ink, appearing to read "Joe Buscaino".

JOE BUSCAINO
Councilmember, 15th District
League of California Cities Representative



OFFICE OF THE
CITY COUNCIL

CITY OF SACRAMENTO
CALIFORNIA

JAY SCHENIRER

COUNCILMEMBER
DISTRICT FIVE

July 27, 2016

The Honorable Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING THE ADOPTION
AND IMPLEMENTATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY
THROUGHOUT CALIFORNIA

Dear President Michael,

The City of Sacramento supports the proposed resolution to support the adoption and implementation of initiatives to prioritize transportation safety toward eliminating death and severe injuries on our roadways. **Vision Zero** and **Towards Zero Deaths** strategies have been adopted in many cities and Sacramento is currently developing its own **Vision Zero Action Plan**.

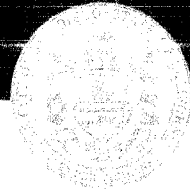
Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015 and are estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on roads and streets of our cities. We must put safety as a top priority for all users of our streets. It is fundamental for prosperity of California cities as safety, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of Sacramento is in strong support of prioritized and expanded transportation safety in California cities and supports the proposed Resolution.

Sincerely,

Jay Schenirer, Council Member
Chair, Law & Legislation Committee



THE CITY OF SAN DIEGO

August 9, 2016

The Honorable Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, CA 95814

Dear President Michael:

RE: A resolution of the league of California Cities Supporting the Adoption and Implementation of Initiatives to Prioritize Traffic Safety throughout California

The City of San Diego Transportation & Storm Water Department supports the proposed resolution to support the adoption and implementation of initiatives to eliminate death and severe injuries on our roadways. Vision Zero and Towards Zero Deaths strategies have been adopted in numerous cities throughout California, including the City of San Diego (Attachment 1). Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of San Diego Transportation & Storm Water Department has embraced Vision Zero/Towards Zero Death and I am in strong support of expanded transportation safety in California cities and support the proposed Resolution.

Sincerely,

Kris McFadden
Director

Attachment: A Resolution of the Council of the City of San Diego Adopting a Vision Zero Plan to Eliminate Traffic Fatalities and Serious Injuries in the Next Ten Years

cc: Katherine Johnston, Director of Infrastructure and Budget Policy, Office of the Mayor
Kristin Tillquist, Director of State Government Affairs, Office of the Mayor
Vic Bienes, Assistant Director, Transportation & Storm Water Department
Linda Marabian, Deputy Director, Traffic Engineering Operations



Transportation & Storm Water Department

202 C Street 9th Floor 175 9A • San Diego, CA 92101
Tel (619) 236-6594 Fax (619) 236-6570

RESOLUTION NUMBER R- 310042

DATE OF FINAL PASSAGE NOV 03 2015

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN
DIEGO ADOPTING A VISION ZERO PLAN TO ELIMINATE
TRAFFIC FATALITIES AND SERIOUS INJURIES IN THE
NEXT TEN YEARS.

WHEREAS, on average one person each day is seriously injured or killed on the road while walking, bicycling, or driving the streets of San Diego; and,

WHEREAS, the City has adopted numerous studies and plans that outline design concepts to improve safety for people walking and biking in the City including a Pedestrian Master Plan and Bicycle Master Plan; and,

WHEREAS, the City of San Diego's draft Climate Action Plan proposes to achieve 50 percent of commuter mode share for walking, biking and transit use in transit priority areas by 2050 and safer conditions for walking and biking can help implement this Plan; and,

WHEREAS, the City will increase in population by approximately 30 percent by 2050 and the majority of growth will result from infill development thereby increasing demand for safe walking and bicycling; and,

WHEREAS, communities in San Diego have prioritized infrastructure projects that improve walking and biking safety among other project types as represented by the Community Planning Committee report to Infrastructure Committee in November 2013; and,

WHEREAS, the City incurs costs to respond to lawsuits alleging the City's failure to provide safer streets; and,

WHEREAS, restoring infrastructure in the City is a priority of the Council and Mayor; and,

WHEREAS, Vision Zero provides a framework for reducing traffic deaths to zero through a combination of safe engineering measures, education, and enforcement practices; and,

WHEREAS, Vision Zero has been adopted in many cities throughout the country, most notably in New York City which has seen the lowest number of pedestrian fatalities in its first year of implementation since documentation began in 1910; and,

WHEREAS, Circulate San Diego is convening an Advisory Committee to advance Vision Zero Goals; NOW, THEREFORE,

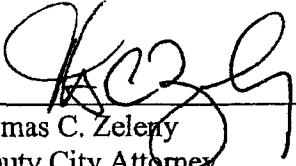
BE IT RESOLVED, by the Council of the City of San Diego, that it hereby adopts a goal of eliminating traffic deaths and serious injuries by 2025; and

BE IT FURTHER RESOLVED, by the Council of the City of San Diego, that it urges City staff from the Mayor's office, Transportation and Stormwater Department, San Diego Police Department, and a representative of the City's Bicycle Advisory Committee to attend meetings of Circulate San Diego's Vision Zero Advisory Committee for a limited time to develop a traffic safety plan that will help the City reach the goal of zero traffic deaths and serious injuries; and

BE IT FURTHER RESOLVED, that the traffic safety plan will be guided by innovative engineering solutions to improve road safety for all users, especially the most vulnerable; will measure and evaluate performance annually; and will include enforcement and education strategies to prevent the most dangerous behaviors that cause public harm, especially along the corridors where collisions are most frequent.

APPROVED: JAN I. GOLDSMITH, City Attorney

By


Thomas C. Zeleny
Deputy City Attorney

TCZ:cfq

September 24, 2015

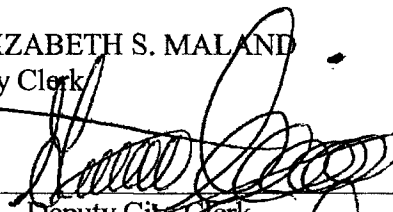
Or.Dept:Envir. Comm.

Doc. No.: 1116742

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of OCT 27 2015

ELIZABETH S. MALAND
City Clerk

By


Deputy City Clerk

Approved:

11/2/15
(date)


KEVIN L. FAULCONER, Mayor

Vetoed:

(date)

KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on OCT 27 2015, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherri Lightner	☒	☐	☐	☐
Lorie Zapf	☒	☐	☐	☐
Todd Gloria	☒	☐	☐	☐
Myrtle Cole	☒	☐	☐	☐
Mark Kersey	☒	☐	☐	☐
Chris Cate	☒	☐	☐	☐
Scott Sherman	☒	☐	☐	☐
David Alvarez	☐	☐	☒	☐
Marti Emerald	☒	☐	☐	☐

Date of final passage NOV 03 2015.

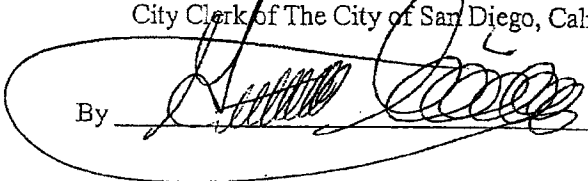
(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By , Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 310042



August 1, 2016

The Honorable Dennis Michael
President, League of California Cities
1400 K Street
Sacramento, CA 95814

Re: Resolution of the League of California Cities Supporting the Adoption and Implementation of Initiatives to Prioritize Traffic Safety Throughout California

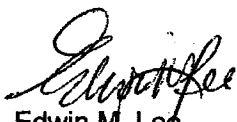
Dear President Michael,

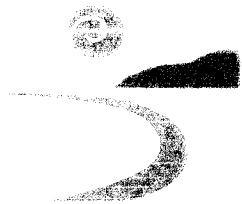
On behalf of the City and County of San Francisco, I am writing to express my support for the proposed resolution to support the adoption and implementation of initiatives to eliminate death and severe injuries on our roadways. Vision Zero and Towards Zero Deaths strategies have been adopted in numerous cities throughout California including San Francisco, San Jose, San Mateo, San Diego, Los Angeles, Santa Barbara, and Santa Monica. Accordingly, I encourage the submission of the resolution to support Vision Zero, Toward Zero Deaths, and other initiatives that make traffic safety a priority, which will be considered by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Every year in San Francisco, approximately 30 people lose their lives and over 200 more are seriously injured while traveling on our streets. These deaths and injuries are unacceptable and preventable, and the City is strongly committed to stopping further loss of life. San Francisco adopted Vision Zero as a policy in 2014, committing to build better and safer streets, educate the public on traffic safety, enforce traffic laws, and adopt policy changes that save lives. Our goal is to create a culture that prioritizes traffic safety and to ensure that mistakes on our roadways do not result in serious injuries or deaths. The safety of our residents and the over 18 million visitors that use our streets each year is paramount, and the same holds true for cities across the California, which need safe, efficient, and organized transportation systems to support economically vibrant and sustainable communities.

The City and County of San Francisco has embraced Vision Zero, and I am in strong support of expanded transportation safety in California cities and, in turn, the proposed Resolution.

Sincerely,


Edwin M. Lee
Mayor



City of
Santa Monica®

July 21, 2016

Mayor **Tony Vazquez**
Mayor Pro Tempore **Ted Winterer**

Councilmembers

Gleam Davis
Sue Himmelrich
Kevin McKeown
Pam O'Connor
Terry O'Day

The Honorable Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: THE LEAGUE OF CALIFORNIA CITIES CONSIDERATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY THROUGHOUT CALIFORNIA

Dear President Michael:

The City of Santa Monica supports initiatives to eliminate death and severe injuries on our roadways. Vision Zero and Towards Zero Deaths strategies have been adopted in numerous cities throughout California, leading to the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

The City of Santa Monica embraced Secretary Anthony Foxx's Mayor's Challenge for *Safer People, Safer Streets* in March 2015. Simultaneously, the Council directed staff to initiate work on Vision Zero and 8-80 cities – a movement created by Gil Penalosa, to make cities that work for people aged 8 to 80. Combined, these two efforts aim to create streets that are safe and comfortable for people in all modes and of all abilities. In February 2016 the Santa Monica City Council adopted a Vision Zero target in our first Pedestrian Action Plan. We are now actively working to incorporate these visionary targets into City operations.

Our City cares deeply about the safety of our people, and their ability to access good, services, education, social networks and employment. Creating a New Model for Mobility is one of the Council's Five Strategic Goals, identified to organize and advance work on our top priorities. A safe mobility network supports our urgent need to provide transportation options that reduce greenhouse gas emissions, and provide equitable access to places and activities that support community Wellbeing. Reducing and ultimately eliminating severe injury and fatal crashes part of a resilient, safe and prosperous community.

Traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of Santa Monica has embraced **Vision Zero/Towards Zero Deaths** and I am in strong support of expanded transportation safety in California cities.

Sincerely,


Tony Vazquez
Mayor



CITY OF WEST HOLLYWOOD

CITY HALL
8300 SANTA MONICA BLVD.
WEST HOLLYWOOD, CA
90069-6216
TEL: (323) 848-6460
FAX: (323) 848-6562

OFFICE OF THE CITY MANAGER

PAUL AREVALO
CITY MANAGER

July 21, 2016

The Honorable L. Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, California 95814

RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING THE ADOPTION AND IMPLEMENTATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY THROUGHOUT CALIFORNIA - SUPPORT

Dear President Michael:

The City of West Hollywood supports the proposed resolution to support the adoption and implementation of initiatives to eliminate death and severe injuries on our roadways. **Vision Zero** and **Towards Zero Deaths** strategies have been adopted in numerous cities throughout California. Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015, and it is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of West Hollywood is in strong support of expanded transportation safety in California cities and support the proposed Resolution.

Sincerely,

Paul Arevalo,
CITY MANAGER

c: Honorable Members of the West Hollywood City Council





COUNCIL COMMUNICATION

CC #: 7989
File #: 0800-07

Title: Technology Upgrades to Council Chambers
Contact: Brian Jacobson (916) 774-5397 bjacobson@roseville.ca.us

Meeting Date: 9/21/2016
Item #: 9.4.

RECOMMENDATION TO COUNCIL

Discussion item

BACKGROUND

The purpose of this item is to discuss technology upgrades with the Council about the City Council Chambers, and to specifically gather feedback on type of installation and preferences for monitors in the dais. Staff will also provide an overview of the timeline for technology upgrades to the Council chambers broadcast control room at the end of December 2016 through the beginning of January 2017.

FISCAL IMPACT

There is no fiscal impact related to the proposed discussion. Funding for this upgrade has already been approved in the FY 2016-17 operating budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Brian Jacobson, Citywide Public Information Officer

Megan MacPherson, Public Affairs & Communications Director

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

Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 7972
File #: 0113-02

Title: Community Development Block Grant 2015 Consolidated Annual Performance and Evaluation Report
Contact: Danielle Foster (916) 774-5446 dfoster@roseville.ca.us
Chris Robles (916) 774-5421 crobles@roseville.ca.us

Meeting Date: 9/21/2016
Item #: 10.1.

RECOMMENDATION TO COUNCIL

1. Hold the Public Hearing and receive public comment regarding the City's 2015 Consolidated Annual Performance and Evaluation Report (CAPER); and
2. Approve, by resolution, the City's 2015 CAPER for submittal to the U.S. Department of Housing and Urban Development (HUD).

BACKGROUND

As an entitlement jurisdiction for Community Development Block Grant (CDBG) funds, the City is required to annually review and report on the progress it has made in carrying out its Annual Action Plan and progress toward five-year goals identified in the 2015–2019 Consolidated Plan.

The Housing Division and its Housing Authority have been successful in assisting the needs of 1,559 lower income households. During fiscal year 2015/2016, \$5,979,207 from federal, state, and local funding sources was spent for housing programs, community development projects, public services, and homeless assistance to assist lower income households.

Two of the Housing Division's primary programs, the Housing Authority's Housing Choice Voucher Program (federal rental assistance program) as well as the annual Community Development Block Grant (CDBG) Program (federal funding), have provided ongoing and substantial assistance to our community.

The next page lists the individual activities funded by CDBG exclusively, including the amount expended and number of households assisted. In addition to the list of CDBG activities, there is also a synopsis of the programs, amount expended, funding sources, and number of households assisted during program year 2015/2016 is identified.

2015 CDBG Funded Activities

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Activity	Amount Expended	Households/ Units Assisted
Public Service (15% Maximum):		
Advocates for Mentally Ill Housing (AMIH) – Case Management, Temporary Rent & Utility, and Transportation Assistance	\$15,000	15
St. Vincent De Paul – BAGS Program	\$15,000	98
Kids First – Child and Family Therapy Program	\$15,000	22
Seniors First – Senior Link Information & Assistance Program	\$15,000	301
Seniors First – Senior Nutrition Program	\$15,000	156
Public Facilities:		
City of Roseville – Johnson Pool, ADA Assessment	\$11,536	In Progress
City of Roseville – Roseville Heights Curb Cut Installation Project*	\$4,545	
Advocates for Mentally Ill Housing (AMIH) – Real Property Acquisition	\$134,809	4
City of Roseville – Historic Old Town Lighting Improvements	\$106,937	N/A
City of Roseville – Church Street Sidewalk and Curb Cut Installation	\$234,161	N/A
Affordable Housing:		
Owner Occupied Rehabilitation Program	\$191,719	13
Seniors First – Handyperson Program	\$35,041	81
Lead-Based Paint Hazard Reduction Program	\$10,342	2
Beautify My Neighborhood Paint Program	\$7,043	17
GRID Alternatives- Solar Affordable Housing and Job Training Program	\$12,427	1
Administration (20% Maximum):		
Nevada-Placer Continuum of Care (CoC) – Planning Costs	\$6,000	N/A
Placer Collaborative Network (PCN) – Annual Contribution	\$1,000	N/A
Program Administration	\$76,911	N/A
Total	\$907,471	710

*This project is carrying over into the current fiscal year and will be reported fully in the 2016 CAPER.

HUD-allocated CDBG funds have benefitted lower income households in Roseville through public services, public facilities and right of way improvements, and affordable housing rehabilitation. These funds also provide funding for Housing Division administrative expenses to manage these programs.

The Consolidated Annual Performance and Evaluation Report (CAPER) is a requirement of CDBG funding and must be submitted to HUD within 90 days after completion of the CDBG program year, which is September 30, 2016.

The CAPER is provided with this report (see Attachment 1), and includes the following:

- a description of the resources made available;
- information regarding the investment of available resources;
- an overview of the geographic distribution and location of investments;
- a tally of the number of households and persons assisted;
- a list of actions taken to Affirmatively Further Fair Housing;
- an evaluation of the City's progress in meeting affordable housing objectives;
- a description of the activities undertaken with CDBG funds; and
- a summary of progress on other actions indicated in the Five-Year Strategic Plan and Annual Action Plan.

The City is required to encourage public comment regarding the CAPER and provide for a 15-day review and comment period. A Public Notice was published in El Hispano on Wednesday, August 24, 2016 and in The Roseville Press Tribune on Friday, August 26, 2016. Comments received from the public, with a response from the City, will be included in the CAPER when submitted to HUD for review.

FISCAL IMPACT

No General Funds were or will be used. Funding is being provided through federal CDBG funds from HUD. These funds reduce costs to the General Fund for certain public facilities and right of way projects that also fulfill CDBG accomplishments.

ECONOMIC DEVELOPMENT / JOBS CREATED

Estimates of total employment created can be based on expenditure data, consistent with guidance from the Council of Economic Advisers (CEA), a three member council that analyzes and interprets economic developments and advises the President of the United States on national economic policy.

Total employment not only includes direct and indirect jobs, but also induced jobs. CEA estimates that total employment is increased by one job-year for every \$92,000 in direct government spending. Using this estimate, last year the City's \$907,471 of CDBG funding contributed to the creation of ten (10) additional job years in the local workforce.

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 2015 CAPER project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Danielle Foster, Housing Manager

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-400

Attachment 1- 2015 CAPER Report

RESOLUTION NO. 16-400

APPROVING THE 2015 CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT (CAPER) AND AUTHORIZING THE ECONOMIC
DEVELOPMENT DIRECTOR TO SUBMIT THE CDBG 2015 CAPER TO THE U.S.
DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD)

WHEREAS, the 2015 Consolidated Annual Performance and Evaluation Report
(CAPER) has been prepared; and

WHEREAS, a 15 day review and comment period was provided; and

WHEREAS, a public hearing was held September 21, 2016 at which time the City
Council received further public comment on the City's progress in carrying out its strategic plan
and action plan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville
that the 2015 Consolidated Annual Performance and Evaluation Report is hereby approved;

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of
Roseville that the Economic Development Director is authorized to submit the CDBG 2015
CAPER to HUD.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

City of Roseville 2015 Program Year Consolidated Annual Performance and Evaluation Report (CAPER)

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.

91.520(a). *This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.*

The 2015 Consolidated Annual Performance and Evaluation Report (CAPER) constitutes the reporting period from July 1, 2015 to June 30, 2016, the first year of the Five-year Consolidated Planning period. The City of Roseville received an entitlement allocation of \$593,511 in Community Development Block Grant (CDBG) funds for the 2015 Program Year (PY). The City also received \$290,379 in program income and carried over approximately \$23,581 in prior year CDBG funds for a total program budget of \$907,471.

The City utilizes CDBG funds as well as other Federal, State and local resources (when available), including Housing Choice Voucher Rental Assistance Contracts, State-administered HOME funds, and local developer contributions to address housing and community development priority needs identified in the Consolidated Plan.

The CAPER identifies the programs and activities the City undertook during the 2015 PY to meet underserved needs identified in the Consolidated Plan. In addition, the CAPER discusses the actions the City took to address: lead-based paint hazards; barriers to affordable housing; the needs of households at or below the poverty level; and access to fair housing information.

Goal	Goal Category(ies)	Outcome Indicator	Outcome Unit of Measure	Five-year Plan				2015 Action Plan			
				Outcome Expected	Outcome Actual	Remaining	Percent Complete	Outcome Expected	Outcome Actual	Remaining	Percent Complete
Affordable Purchase Assistance	Affordable Housing	Direct Financial Assistance to Homebuyers	Households Assisted	25	0	25	0%	5	0	5	0%
CoC Homeless Assistance	Homeless Non-Homeless Special Needs	Homelessness Prevention	Persons Assisted	562	553	9	98%	562	553	9	98%
Economic Development	Non-Housing Community Development	Other	Other	0	0	0	-			0	-
Exterior Paint	Affordable Housing	Homeowner Housing Rehabilitated	Household Housing Unit	25	17	8	68%	5	17	-12	340%
Handyperson Program	Affordable Housing	Homeowner Housing Rehabilitated	Household Housing Unit	100	81	19	81%	100	81	19	81%
Homeless Assistance	Homeless Non-Homeless Special Needs	Homelessness Prevention	Persons Assisted	500	19	481	4%	100	19	81	19%
Housing and Services to Special Needs Populations	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	7,170	577	6,593	8%	1,434	577	857	40%
Lead-Based Paint	Affordable Housing	Rental units rehabilitated	Household Housing Unit	0	0	0	-	0	0	0	-
Lead-Based Paint	Affordable Housing	Homeowner Housing	Household	25	2	23	8%	5	2	3	40%

Goal	Goal Category(ies)	Outcome Indicator	Outcome Unit of Measure	Five-year Plan				2015 Action Plan			
				Outcome Expected	Outcome Actual	Remaining	Percent Complete	Outcome Expected	Outcome Actual	Remaining	Percent Complete
		Rehabilitated	Housing Unit								
Planning & Administration	Planning & Administration	Other	Other	3	1	2	33%	3	1	2	33%
Preservation of Affordable Housing	Affordable Housing Homeless Non-Homeless Special Needs	Homeowner Housing Rehabilitated	Household Housing Unit	75	14	61	19%	15	14	1	93%
Production of Affordable Purchase Housing	Affordable Housing	Homeowner Housing Added	Household Housing Unit	8	8	8	0%	8	8	8	100%
Production of Affordable Rental Housing	Affordable Housing Homeless Non-Homeless Special Needs	Rental units constructed	Household Housing Unit	40	0	40	0%	1	0	1	0%
Public Facilities and Improvements	Non-Housing Community Development	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	16,205	5,010	11,195	31%	3,241	5,010	-1,769	155%
Rental Assistance	Affordable Housing Non-Homeless Special Needs	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	3,235	637	3,235	20%	647	637	647	98%
Total				27,908	5,720	22,188	20%	5,664	5,720	-56	101%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g) *Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.*

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City was able to address its highest priority needs in 2015-16.

Over 135 housing units were improved using CDBG, addressing minor repair and more substantial rehabilitation needs. These housing units, occupied by low-income, elderly and disabled persons, will be safer and have the useful life of the major systems extended.

Public services, improved public facilities, and affordable housing activities were provided to 5,720 individuals. These services meet the basic needs of low-income households, including basic nutrition, and serve to both address and prevent chronic homelessness.

Public facilities that serve low-income areas and accommodate the needs of persons with disabilities as well as the basic infrastructure needs of low-income areas were addressed with the use of CDBG funds.

The City complied with all Federal Overlay requirements for all projects and activities undertaken during the 2015 Program Year.

During the 2015 PY the City:

- Continued to develop its relationships with private for-profit developers and non-profit housing providers to expand the availability of affordable housing.
- Continued to participate in the Governance Committee of the "Homeless Resource Council of the Sierras" (HRCS) for the Nevada-Placer Continuum of Care (CoC) planning process on ending homelessness. The HRCS is a collaborative association of service providers and governmental agencies who work together to strengthen the delivery system by integrating and coordinating housing, homeless assistance, and supportive services.
- The City initiated a contract with Sacramento Steps Forward to complete a census of the local population of homeless individuals and families in an effort to further assess their individual needs, as well as the collective challenges. This census is underway and will be completed during the 2016 Program Year. The results of this census information will inform future City programming for individuals and families in homelessness.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	561
Black or African American	11
Asian	24
American Indian or American Native	4
Native Hawaiian or Other Pacific Islander	8
Other/Multi-racial	100
Total	708
Hispanic	64
Not Hispanic	644

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The City allocated resources on a Citywide basis. Resources targeted to the new construction of affordable housing were allocated on a Citywide basis in accordance with the City's 10% Affordable Housing Goal and provide for disbursement of affordable housing throughout the City, rather than concentrated within low-income areas of the City. Resources targeted to special needs populations were also allocated on a Citywide basis, where needs were identified and/or where resources could be coordinated with existing facilities and services. Activities such as infrastructure improvements were targeted to low-income neighborhoods with older infrastructure most in need of assistance.

The City assigned the priority for each category of priority needs based on the overall relative need, resources received, and policies established by the City. The City will continue to pursue all available Federal, State and local resources and look to all segments of the community to assist with meeting homeless, affordable housing and community development needs. However, the City's greatest obstacle to meeting underserved needs within the community continues to struggle with lack of resources given cutbacks at the Federal, State and local level.

**Note that the table structure provided by HUD does not include a row for Other/Multi-Racial. The City assisted 100 such families in 2015*

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	Federal, local, private	\$880,351	\$907,471

Table 3 – Resources Made Available

Narrative

Roseville is an “exception grantee” under the CDBG rules that relate to the use of CDBG funds to benefit low-income areas. Rather than a residential area needing to be comprised of 51% or more low-income households to be considered low-income, areas that are within the upper quartile of low-income households are low-income areas for the purposes of CDBG funding.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
No target areas used			

Table 4 – Identify the geographic distribution and location of investments

Narrative

Based on the 2006-2010 American Community Survey (ACS) data collected by HUD, the City’s “upper quartile” is 35.40% as there are no census tracts within the City that contain 51% or more Low-Moderate Income (LMI) households.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City has actively sought funding sources in addition to CDBG to leverage its resources. Funds, in addition to CDBG, that were available for use during the Program Year, were, CalHome, HOME, Housing Choice Voucher Section 8 Rental Assistance, Low-income Housing Tax Credits, Tax Exempt Bond financing, and local developer contributions.

The City does not receive an entitlement allocation of HOME funds. The City must compete annually in order to receive State-administered HOME funds. The City was awarded \$1M in 2014 from State HOME funds and spent \$275,000 of these funds during this reporting period through the administration of the City's First-time Homebuyer Downpayment Assistance Program.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

The City's assisted housing stock includes 633 Tenant-Based Housing Choice Vouchers (Section 8 Rental Assistance) targeted to very low and extremely low-income households. The Section 8 Rental Assistance Program is discussed further in the Public Housing Section of the CAPER.

The City's housing stock also includes 1,786 affordable rental units. These units were created as a result of the City's 10% Affordable Housing Goal and Federal, State and local funding sources.

The City will continue to pursue available Federal, State and local resources to address affordable housing needs through a variety of programs, including implementation of the 10% Affordable Housing Goal, Housing Rehabilitation Program, Section 8 Housing Choice Voucher Program and First Time Homebuyer Program.

- **Homeless**--The City has continued its efforts in meeting the underserved needs of the homeless population through participation in a countywide Continuum of Care process. The Roseville Housing Authority applied for Veteran's Assisted Supportive Housing (VASH) HCV Vouchers in 2014 and 2015 to serve chronically homeless veterans. Eighteen VASH vouchers were awarded to Roseville Housing Authority during the 2014 Program Year and another eight VASH vouchers were awarded during the 2015 Program Year, bringing the total to 26.
- During this program year, two (2) formerly homeless households were admitted to the Housing Choice Voucher rental assistance program.
- **Supportive Services**--The City continued its support of applications by public and private social service agencies to expand support services to help meet underserved needs. The City provided CDBG funding for a variety of public service activities to create or expand services that target underserved needs within the community.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	26	8
Number of Non-Homeless households to be provided affordable housing units	562	553
Number of Special-Needs households to be provided affordable housing units	75	72
Total	663	633

Table 5- Number of Households assisted, by Household Type

	One-Year Goal	Actual
Number of households supported through Rental Assistance	663	633
Number of households supported through The Production of New Units	30	12
Number of households supported through Rehab of Existing Units	10	13
Number of households supported through Acquisition of Existing Units	3	8
Total	706	666

Table 6 - Number of Households Supported, by Program Type

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City's goal to assist seven (7) qualified households in acquiring existing units through the First-time Homebuyer (FTHB) Downpayment Assistance Program using HOME funds was based on the amount of funding available. The City received HOME Program Income from loan payoffs, which allowed the purchase of two (2) homes and the rehabilitation of five (5) homes during this reporting period.

The City also assisted Advocates for Mentally Ill Housing (AMIH) in the acquisition of one (1) property that is currently used for supportive housing for six individuals in Roseville.

Discuss how these outcomes will impact future annual action plans.

The City does not expect outcomes for the FTHB or Owner-Occupied Housing Rehabilitation Programs to be impacted for future action plans. Goals are set based upon past funding history in order to meet the goals identified in the Five Year Consolidated Plan and Annual Action Plans.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	188	0
Low-income	329	7
Moderate-income	52	0
Total	569	7

Table 7 – Number of Persons Served

Narrative Information

The City of Roseville continued implementation of the City's 10% Affordable Housing Goal to increase the number of rental and purchase units affordable to very low, low and moderate-income households, and supported private development of affordable housing using Low-Income Housing Tax Credits, Tax Exempt Bond financing and HUD 202 financing.

The recent downturn of the housing market reduced the private market development of single-family homes and multi-family housing units. This has reduced the availability of affordable homes for purchase and rental, and now the market is working to catch up with demand, particularly in the rental market.

In addition to the market challenges discussed above, multi-family home developers have been affected by reductions or eliminations of a variety of funding sources. The City is challenged to develop new affordable housing units given the reduction of resources to subsidize affordable housing production.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Roseville has the following outreach programs to individuals and families who are homeless:

Food and Hygiene Kits: What Would Jesus Do? (WWJD), found in both Roseville and Auburn, provides breakfast foods and bag lunches at rotating sites and visits different rural sites weekly. Besides feeding people, the primary aim is outreach and engagement. Volunteer social workers help the guests with gathering the documentation needed to apply for mainstream benefits and assist with making and getting to medical appointments.

Drop-In Centers with Services: The Auburn Welcome Center and the Cirby Clubhouse in Roseville are mainly staffed by mental health clients that provide homeless individuals and families a place to use computers to search for jobs, housing, and services. The Gathering Inn has a Saturday health clinic, a clothing closet, and laundry facilities. The Gateway Resource Center offers persons not only employment and housing information, but also a place to be during the day.

Outreach: Camp outreach workers go to camps throughout the area to engage individuals who are homeless and offer services, as available.

Special Events and Outreach: The Placer County Adult System of Care (ASOC), in conjunction with the Placer County Sheriff's Office, has a street outreach program that is successfully engaging people.

Sacramento Steps Forward (SSF) Contract: The City of Roseville is contracting with SSF to complete a local homeless census through local street outreach and a questionnaire.

Addressing the emergency shelter and transitional housing needs of homeless persons

In 2015, state Emergency Services Grant (ESG) subrecipients reported that low rental vacancy rates contributed to the lack of housing available to low and moderate income persons. Additionally, the number of persons that subrecipients assist may be limited, in part, by the capacity of staffing, the type of financial resources available and the complexity of services that they choose to deliver. All of these factors influence ESG service delivery.

Other obstacles to service delivery include:

- Lack of transportation
- Limited employment opportunities
- Lack of access to technology
- Lack of available services in rural communities

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly-funded institutions and systems of care (such as healthcare facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Homeless priorities have been established within the framework of the Homeless Resource Council of the Sierras (HRCS); the priorities have been set as: emergency shelter, transitional housing, permanent supportive housing, and rapid re-housing. Most housing options for homeless individuals and families are in permanent supportive housing programs; with only temporary openings because of a change in status of a resident. In comparison, except for victims of domestic violence, there are few beds available in emergency shelter situations. Of the 109 emergency beds, 38 are solely for survivors of domestic violence, 6 are set aside for the Interim Care Program (adults only), and 5 are for the T3 Foothills Emergency Housing of WellSpace Health, (adults only). The 60 remaining beds are at The Gathering Inn; of these beds an average of 10 beds can be expanded if there are more families or lessened for households without children, this number fluctuates depending on the need.

Motel vouchers are available during certain times of the year; funding is typically expended before the end of the calendar year. Transitional housing programs may not operate at full capacity due to budget constraints. While Roseville Home Start has 93 beds, it provides family housing in converted motel units, one family per unit, many families are smaller and do not use all available beds.

Emergency shelter is identified as a high-priority, while Transitional housing and Supportive housing are identified as a medium-priority. The need for emergency shelter, mental health services, substance abuse treatment, and emergency food and clothing exists, especially for some subpopulations, such as those with severe mental illness or individuals who are chronically homeless (who have had regular or continued periods of homelessness). Emergency shelter may be used as engagement housing in order to build trust until such time as the client is ready to move into a permanent supportive housing situation.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Outreach: Family Resource Centers (FRCs) are located close to where people need services, are welcoming, have bilingual staff, and provide numerous services to low-income families, including families who are homeless. The CoC works with the Food Closet Collaborative to make sure that all Food Closets are informed about services. There are some families who live in the forests or along the rivers;

and as a result, outreach is typically provided through the Food Closets. The CoC will continue to work closely with the school Homeless Liaisons. The Placer Homeless Network hosted this year's annual Health, Education, and Resource Fair, which was open to the entire community.

Rapid Rehousing: Local service providers are applying for and have received Rapid Rehousing and Homeless Prevention funds to assist homeless families and individuals. The City also partners with Salvation Army to provide hotel vouchers, security deposits, and rental assistance to assist with rapid rehousing and homelessness prevention.

Housing: In planning the housing needs of these populations the CoC considers the housing needs for both families and individuals. The scattered site housing programs serve both populations. Approximately 39 percent of emergency beds, 79 percent of transitional housing beds, and 23 percent of permanent supportive housing beds are families.

Coordinated Services: Domestic violence, substance abuse, mental and physical disabilities can all contribute to individuals and family homelessness. There are collaborative community efforts to provide coordinated services to those in need of assistance. The new designation of chronic family homelessness is very helpful in focusing services on the most vulnerable populations first.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City does not have public housing. The Roseville Housing Authority operates the Housing Choice Voucher (HCV) Section 8 Rental Assistance Program which serves both the cities of Roseville and Rocklin.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable; the City does not have public housing.

Actions taken to provide assistance to troubled PHAs

Not applicable. The Roseville Housing Authority (RHA) received a rating of “High Performer” for the eleventh consecutive year.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Roseville facilitated development of 378 moderate income units and 544 above-moderate income units during the 2015 calendar year, for a total housing unit production of 922 units. In the past two years, the City developed another 500-800 units each year. Due to the rate of production in the City, HCD has not required the City to reduce or address perceived constraints to housing development. The City continues to support opportunities for the redevelopment of underutilized parcels downtown, particularly for high density and affordable housing development. The City also works to increase opportunities for higher density and the use of density bonuses throughout the city.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Consistent with priority needs identified in the Consolidated Plan, during the 2015 Program Year the City provided funding for the following activities that addressed priority special needs populations:

- The City provided CDBG funds to Seniors First to administer the Handyperson Program. This Program targets low-income seniors and disabled homeowners in need of minor home repairs which provide them with a safer and healthier living environment.
- The City provided CDBG funds to Seniors First to administer the Senior Link Program to assist with providing information and assistance to low-income, Roseville seniors at no cost. This assistance allowed this population to access services and programs they could not have otherwise afford on their own.
- The City provided CDBG funds to GRID Alternatives to install solar for low-income homeowners which will help reduce their energy costs. This improvement to their home will allow the homeowners to use the cost savings for other basic necessities.
- The City provided CDBG funds to Advocates for Mentally Ill Housing (AMIH) to provide case management, vouchers and other support services to serve individuals with mental illness.

Other Federal, State and local resources, including funds from charitable organizations and private donations, were made available to service providers to assist special needs populations. Service providers received these funds directly.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City has taken the following actions toward awareness and elimination of lead-based paint hazards:

- The City continued to provide information regarding lead-based paint hazards to Roseville residents and employees.

- The City includes as part of its inspection process for the Owner-Occupied Housing Rehabilitation, First Time Homebuyer (FTHB) Down Payment Assistance, Exterior Paint, and Housing Choice Voucher Section 8 Rental Assistance Programs an inspection of painted surfaces for the discovery of the potential presence of lead-based paint. If the inspection conducted identifies that a potential hazard exists, the City requires the rehabilitation contractor or homeowner to follow HUD guidelines for mitigation or removal of the lead-based paint hazard.
- Grants are available for initial inspection, mitigation, and clearance costs for all of these programs through the City's Lead-Based Paint Hazard Reduction Program (LBPHRP). Community Development Block Grant (CDBG) funds are set aside to offer these grants; up to \$1,000 is available for the FTHB, HCV, and Paint programs and up to \$5,000 for the Housing Rehabilitation Program.
- The City also requires that rental property owners properly maintain their dwelling units. Deteriorated surfaces containing lead-based paint posing a hazard to occupants is reportable to the Placer County Environmental Health Department and represents a potential County Health Code violation subject to appropriate mitigation by the rental property owner.

The City continues to fund the Lead-Based Paint Hazard Reduction Program to comply with the 1992 Housing and Community Development Act (Title X) in addressing potential lead-based paint hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

During the 2015 Program Year the City took the following actions to reduce the incidence of poverty within the City's jurisdiction:

- The City continued to promote the Family Self Sufficiency Program for Housing Choice Voucher (HCV) participants and actively recruited new households to participate.
- The City assisted households with identifying and accessing various housing, social services and educational/vocational programs.

The City continued its policy of promoting a jobs/housing balance to ensure a variety of jobs with varying levels of skill and training and development of affordable housing to all income groups.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

With regard to the distribution of affordable housing, it has been the goal of the City's 10% affordable housing program to distribute new, affordable housing throughout the City by requiring that each specific plan provide 10% of their total housing units as affordable to low and middle-income households.

The City has continued to rely on the Housing Division to administer its housing programs and implement housing policies. The Housing Division administers rental assistance, first-time homebuyer programs, housing rehabilitation, and new construction projects. The Housing Division also provides

resource information and referral to residents, including referrals to homeless assistance, fair housing, legal services, etc.

The programs administered by the Housing Division are funded through a variety of public and private sources, including Federal, State, City and private developer funding under local affordable housing requirements.

The City continues to work toward a regional approach to serving the needs of residents through the Continuum of Care on a countywide basis.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Housing Division acts as a liaison between other public and private agencies to maximize service to Roseville residents and prevent duplication of services.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Housing Staff has reviewed the Insurance Practice Data (Commissioner's Report on Underserved Communities) prepared by the Insurance Commissioner of the State of California. According to the report, a community is deemed to be "underserved" by the insurance industry if the Commissioner finds that (i) the proportion of uninsured is ten percentage points above the statewide average; (ii) the per capita income of the community is below the 50th percentile for California; and (iii) the community is predominantly minority. The City of Roseville was not identified in the report as being an "underserved" community.

In the City's First-time Homebuyer Program, housing staff continues to update the briefing packets to include the most up-to-date information regarding current obstacles for First-Time Homebuyers. Staff added a case study to the briefing packet to inform buyers of the importance of and their right to a home inspection. Staff have included a flyer in the briefing packet for the FHA Energy Efficient Mortgage Program, a financial source for energy efficient upgrades to help home owners comply with HQS and code standards.

The City displays its Fair Housing Banner in a prominent location within the Housing Division Offices, as well as at functions throughout the year where the City is represented. The banner reads, "Fair Housing is Everyone's Right" in both English and Spanish and also includes the Equal Housing Opportunity logo.

Fair Housing pamphlets and literature are also made available to the public. Housing Division Supervisory staff continues to work with other staffmembers to further their knowledge of fair housing laws and issues, including making pamphlets and news articles available to staff. During the 2015 Program Year, Housing Authority staff attended a Fair Housing Conference in Woodland. They also

attended an ADA Training provided by our attorney's office.

Housing Division staff continues to record all housing complaints, including those regarding discrimination. In the case of alleged discrimination, those residents are provided with information regarding fair housing law, a HUD discrimination complaint form, and referrals to legal services, the State Department of Fair Housing and Employment, and other appropriate agencies.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Each year, the City conducts a risk assessment of subrecipients to determine the need for monitoring. All subrecipients are subject to a minimum of desk monitoring. If the risk assessment reveals the need, on-site monitoring is also conducted.

In July and August of 2016, staff conducted monitoring of CDBG subrecipients to ensure program compliance (income-qualified households, eligible use of program funds, etc.). Staff found no instances of material non-compliance. Staff did identify areas for technical assistance and capacity building. These included clarity around the scope of work and approved costs. At the time of this report subrecipient monitoring reports have not been completed. The City will work with subrecipients on plans for improvement.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The draft 2015 CAPER was made available for public review and comment during a 15 day period, September 6, 2016 through September 21, 2016.

The Roseville City Council reviews, conducts the public hearing, and approves the CAPER prior to submission to the Department of Housing and Urban Development. The City published a public notice in two local newspapers; the first in El Hispano on August 24, 2016, and the second was published on August 26, 2016 in the City's local newspaper, The Roseville Press Tribune. The public notice was also posted on the City's website on August 31, 2016 advertising the availability of the 2015 CAPER and requesting public comments.

In addition, the City notified public service agencies directly via an email to local non-profit collaborations regarding the availability of the 2015 CAPER. A public hearing was held before the City Council on September 21, 2016 to review the City's progress in meeting its Housing and Community Development needs. The public hearing also provided additional opportunity for the public to comment on the 2015 CAPER.

Comments received as a result of the public notice and public hearings are as follows:

The City did not receive any public comments during the public comment period. *(Staff will update this section after the September 21, 2016 Roseville City Council Meeting.)*

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City made no change in program objectives over the course of the program year and would not make any changes as the result of its experiences.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.