



AGENDA

March 16, 2022

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

The meeting may be viewed on Comcast channel 14, Consolidated Communications channel 73, and AT&T U-Verse. City Council meetings are also video streamed live on the City's website at roseville.ca.us/watch and roseville.ca.us/agenda, and the City's YouTube channel at youtube.com/CityofRosevilleCa.

If you need a disability-related modification or accommodation to participate in this meeting, please contact Voice: 916-774-5200, TDD: 916-774-5220. Requests must be made as early as possible.

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

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

Security procedures are in place to attend Roseville City Council meetings. All attendees must

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

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

5. PRESENTATIONS

5.1. Resolution - Emma Meadows

Commend Emma Meadows for all of her accomplishments in wrestling, and wish her much success in the future.

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

5.2. Resolution - Jazzy Roschmann

Commend Jazzy Roschmann for all of her accomplishments in wrestling, and wish her much success in the future.

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

5.3. Proclamation - Child Abuse Prevention Awareness Month April 2022

Proclaim April 2022 as Child Abuse Prevention Awareness Month and urges all citizens to join KidsFirst and its engaged partners, as they support each family's efforts to keep themselves and their children safe, healthy and in a nurturing environment.

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

6. PUBLIC COMMENTS

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

7.1. Miscellaneous Waterworks Materials (RFQ 10-3314) - Purchase Orders

Memo from Buyer Becky Philipp and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 22-068 APPROVING A PURCHASE ORDER FOR THE PURCHASE OF MISCELLANEOUS WATERWORKS MATERIALS ON AN AS-NEEDED BASIS; and adopt RESOLUTION NO. 22-069 APPROVING A PURCHASE ORDER FOR THE PURCHASE OF MISCELLANEOUS WATERWORKS MATERIALS ON AN AS-NEEDED BASIS. Staff recommends Council approve purchase orders to Pace Supply Corporation and

Ferguson Enterprises, LLC dba Ferguson Waterworks as the lowest responsive and responsible bidders for the purchase of miscellaneous waterworks materials on an as-needed basis. The estimated annual total of the initial award is \$625,000. The estimated total is \$183,000 for the remainder of FY2021-22 and \$442,000 for FY2022-23 and is included in departmental budgets. Staff requests authorization for one optional renewal year without further Council approval, pending approval of the annual budget.

CC #: 1963

File #: 0203-09

CONTACT: Becky Philipp 916-774-5724 bphilipp@roseville.ca.us

7.2. Vehicle – Purchase Orders

Memo from Fleet Manager Brian Craighead and Public Works Director Jason Shykowski recommending the City Council approve a purchase order to Riverview International Trucks LLC for one International truck with a PB asphalt patch body utilizing Sourcewell contract# 060920-NVS in the amount of \$261,543; and approve a purchase order to Napa Valley Ford Lincoln Mercury, Inc. dba Napa Ford Lincoln for seven Ford F150 trucks utilizing RFQ 10-3316 in the amount of \$244,050; and approve a purchase order to Riverview International Trucks LLC for one International truck with a dump body utilizing RFQ 10-3319 in the amount of \$173,028. Funding for these vehicles is included in the FY2021-22 Electric Fund and Fleet Replacement Fund budgets.

CC #: 1972

File #: 0203-01

CONTACT: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

7.3. Systems Furniture Design & Reconfiguration Services - Contract Purchase Agreement

Memo from Project Coordinator Lori Hogan and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-070 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND VERTEX OFFICE SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001850). Staff requests Council approval of a \$500,000 not-to-exceed contract purchase agreement with Vertex Office Solutions for citywide systems furniture design and configuration services on an as-needed basis. The projected spending for the remainder of FY2021-22 is \$150,000. Staff requests authorization to utilize four optional renewal years of the agreement without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest. Funding for this agreement is included in the Facility Services, Facility Rehabilitation, and various departments' approved budgets.

CC #: 1966

File #: 0203-04

CONTACT: Lori Hogan 916-774-5707 lhogan@roseville.ca.us

Resolutions

7.4. Prohousing Designation Application

Memo from Associate Planner Jessica Lynch and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-065 AUTHORIZING AN APPLICATION AND PARTICIPATION IN THE PROHOUSING DESIGNATION PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The purpose of the California Department of Housing and Community Development (HCD) Prohousing Designation Program is to demonstrate to HCD and the State the City's current and planned housing policies that support the acceleration of housing development. In exchange, the Prohousing Designation Program provides incentives to cities in the form of additional points and other preferences in the scoring for competitive housing, community development, and infrastructure grant funding programs. This effort is being completed using already budgeted staff time, and no additional funding from the City's General Fund is required.

CC #: 1959

File #: 0800-06

CONTACT: Jessica Lynch 916-774-5352 jjlynch@roseville.ca.us

7.5. Sacramento Area Council of Governments Discretionary Federal Transit Administration Funding - Grant Authorization

Memo from Transportation Analyst Ed Scofield and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-077 APPROVING A GRANT APPLICATION TO THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL RELATED FORMS AND AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council authorize the City Manager or his designee to submit an application to the Sacramento Area Council of Governments and to execute all related forms and agreements that will allow the City to receive up to \$560,000 from the Federal Transit Administration's (FTA) 5307/5339 discretionary funds. The funds will be used to purchase up to four zero-emission electric transit vans and one 60 kWh DC Fast Charger to charge the vans as part of Roseville Transit's Microtransit pilot program. The total estimated cost of the vans and charger is anticipated to be up to \$700,000. If successful, the FTA discretionary funding would pay for \$560,000. The remaining \$140,000 would be paid by local transit funds. In the event that a lesser amount of funding is awarded, the local funds will be reduced proportionally to meet the required 80/20 match requirement. Staff will present a final funding plan for the project to the City Council at a future meeting. No General Fund resources will be used for this project.

CC #: 1971

File #: 0721 & 0214

CONTACT: Ed Scofield 916-869-9109 ecscofield@roseville.ca.us

7.6. Materials Testing Services and Construction Inspection Services - On-Call Professional Services Agreements

Memo from Construction Inspection Superintendent Orville Chatterton and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-073 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PSOMAS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 22-074 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND UNICO ENGINEERING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 22-075 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BLACKBURN CONSULTING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 22-076 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ENGEO INCORPORATED, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve On-Call Professional Services Agreements for construction inspection services with Psomas and UNICO Engineering, Inc. and On-Call Professional Services Agreements for materials testing services with Blackburn Consulting and ENGEO Incorporated. Each contract shall not exceed \$500,000 in any one fiscal year unless the City Council approves contract amendments. Funding for these agreements is provided by pass-through funds collected from a developer on a project by project basis. These agreements will not have an impact on the General Fund. Additionally, staff requests authority for the City Manager or his designee to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

CC #: 1970

File #: 0800-06

CONTACT: Orville Chatterton 916-774-5339 ochatterton@roseville.ca.us

7.7. Electric Interconnection - Agreement Amendment

Memo from Electric Resource Planner Brian Schinstock and Electric Utility Director Daniel Beans recommending the City Council adopt RESOLUTION NO. 22-062 APPROVING AMENDMENT 3 AND REVISIONS TO EXHIBITS A, B AND D TO WESTERN AREA POWER ADMINISTRATION AGREEMENT 04-SNR-00850, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests the approval of amendment three and revisions to exhibits A, B, and D of Roseville's Interconnection Agreement with Western Area Power Administration, accommodating the newly installed KY4A transformer at the Fiddymont substation. The estimated total 5-year funding requirement is \$569,042. Funding is included in the Electric Department budget.

CC #: 1964

File #: 0800-03

CONTACT: Brian Schinstock 916-746-1658 bschinstock@roseville.ca.us

7.8. Electric Landscaping Improvements - Fiddymment Substation Project - Award of Contract

Memo from Senior Power Engineer Mitch Larkin and Electric Utility Director Daniel Beans recommending the City Council adopt RESOLUTION NO. 22-063 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MARINA LANDSCAPE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council award an agreement to Marina Landscaping, Inc. in the amount of \$566,000 for construction at Fiddymment Substation. This agreement provides all work associated with the landscape requirements of the Fiddymment Substation. Staff is also requesting authorization for the Electric Utility Director or designee to approve and pay for contract change orders that could increase the contract amount by no more than 15% or \$84,900, for a total of \$650,900. Funding is included in the Electric Fund for FY2021-22.

CC #: 1954

File #: 0900-03

CONTACT: Mitch Larkin 916-746-1601 mlarkin@roseville.ca.us

7.9. Utility Bill Print and Mail Services - Professional Services Agreement Amendment

Memo from Administrative Technician Emily Sawin and Electric Utility Director Daniel Beans recommending the City Council adopt RESOLUTION NO. 22-071 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND INFOSEND, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of a first amendment to the professional services agreement with Infosend, Inc. for utility bill print and mail services. The cost of service is based on a fee schedule and the number of items processed, but is estimated at \$650,000. Staff recommends the City Council provide authorization to adjust the contract cost based on the amount included in future year adopted budgets. Funding for this agreement is included in the adopted FY2021-22 Electric Department budget. This item has no impact to the City's General Fund.

CC #: 1967

File #: 0200

CONTACT: Emily Sawin 916-774-5388 esawin@roseville.ca.us

7.10. Pleasant Grove Wastewater Treatment Plant Energy Recovery Project - Professional Design Services Agreement Amendment

Memo from Senior Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 22-064 APPROVING A THIRD AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BROWN AND CALDWELL, AND AUTHORIZING THE

CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of the third amendment to the professional design services agreement with Brown and Caldwell for engineering services during construction for the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project. The amendment increases the previous contract amount of \$3,871,361 by \$563,213 for a revised total contract cost of \$4,434,574. Funding for this work is provided under the capital improvement projects for the South Placer Wastewater Authority and will be jointly funded between the City and the other Regional Partners, Placer County and the South Placer Municipal Utility District.

CC #: 1958

File #: 0800-02

CONTACT: Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

7.11. West Side Tank and Pump Station Project (Phase 2) - Professional Design Services Agreement Amendment

Memo from Assistant Engineer Rana Moore and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 22-078 APPROVING A FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WATER WORKS ENGINEERS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of a First Amendment to the professional design services agreement with Water Works Engineers, LLC for the West Side Tank and Pump Station project (Phase 2) in the amount of \$101,142 due to construction logistics causing a delay in the start of the project. This project is funded by the Water Construction Fund and can be accommodated within the existing Capital Improvement Plan budget. No additional funding is required at this time.

CC #: 1973

File #: 0900-02

CONTACT: Rana Moore 916-774-5552 rcmoore@roseville.ca.us

7.12. Roseville Regional Soccer Complex - Environmental Compliance Services - Professional Services Agreement

Memo from Park Planning and Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 22-066 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MONTROSE ENVIRONMENTAL SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of a professional services agreement with Montrose Environmental Solutions, Inc. to expand the scope of their original agreement entered into in December 2021, to include an Initial Study/Mitigated Negative Declaration in the amount of \$92,840. Given the relocation of the proposed regional park site from its original location in the West Roseville Specific Plan Environmental Impact Report, and in consideration of the project as a whole, it

has been determined that a project-level California Environmental Quality Act review of the proposed regional soccer complex is necessary in order to identify potential environmental impacts of the proposed project. Funding will be provided by West Roseville citywide park fee funds previously allocated toward this capital improvement project.

CC #: 1960

File #: 0704

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

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

7.13. Traffic Signal Maintenance Shop Expansion Project - Budget Adjustment

Memo from Engineering Manager Stefanie Kemen and Public Works Director Jason Shykowski recommending the City Council adopt ORDINANCE NO. 6461 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests a budget adjustment in the amount of \$300,000 to the Traffic Signal Maintenance Shop Expansion project. Funding for this project is available in the Electric Fund and Traffic Mitigation Fees Fund. No General Fund resources will be used for the project.

CC #: 1953

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

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

7.14. Barton Road Water Treatment Plant - East Applied Pipeline Project - Budget Adjustment

Memo from Associate Engineer Jonathan Cummings and Environmental Utilities Director Richard Plecker recommending the City Council adopt ORDINANCE NO. 6460 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval of a budget adjustment to initiate and fund the Barton Road Water Treatment Plant – East Applied Pipeline Project with \$856,000 from available resources in the Water Rehabilitation Fund. The Water Rehabilitation Fund is funded through water utility sales.

CC #: 1952

File #: 0800-02 & 0201-01

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

7.15. Emergency Medical Services Program - Capital Asset Donation and Budget Adjustment

Memo from Emergency Medical Services Quality Assurance Coordinator Trent Waechter and Fire Chief Rick Bartee recommending the City Council adopt ORDINANCE NO. 6462 AUTHORIZING CERTAIN AMENDMENTS TO

THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council accept a donation of \$128,015 in capital assets from the Emergency Medical Services (EMS) Fund managed by the Sierra-Sacramento Valley EMS Agency and approve the FY2021-22 budget adjustment for \$40,854 in reimbursable maintenance. In 2022 the Fire Department will receive eight (8) Lund University Cardiac Assist System chest compression devices for the EMS program through the EMS Fund managed by the Sierra-Sacramento Valley (S-SV) EMS Agency, a Placer County government agency responsible for regulating EMS services in the county. The devices improve the quality and consistency of chest compressions, increase End-Tidal CO2 levels as well as the ability to sustain life-saving circulation during prolonged resuscitation attempts. The capital asset donation and reimbursable maintenance is provided through S-SV with no impact to the General Fund.

CC #: 1955

File #: 0324 & 0201-01

CONTACT: Trent Waechter 916-774-5844 twaechter@roseville.ca.us

7.16. Edward Byrne Memorial Justice Assistance Grant Program - Grant Award and Budget Adjustment

Memo from Department Public Safety Programs Coordinator Nina Phelps and Police Chief Troy Bergstrom recommending the City Council adopt RESOLUTION NO. 22-067 ACCEPTING A GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS AND AUTHORIZING THE CITY MANAGER OR MAYOR TO EXECUTE THE GRANT AWARD DOCUMENT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6464 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. A grant has been allocated in the amount of \$19,914 to the City from the U.S. Department of Justice, Office of Justice Programs. The amount of the grant is determined by a formula comprised of the jurisdiction's population and crime rate. The grant will be added to the Police Department budget in the General Fund to support its crime prevention, marketing, and public outreach programs.

CC #: 1962

File #: 0214 & 0201-01

CONTACT: Nina Phelps 916-746-1081 nphelps@roseville.ca.us

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

Ordinances (for second reading and adoption)

7.17. Second Reading - Military Equipment Policy

ORDINANCE NO. 6463 ADOPTING A MILITARY EQUIPMENT POLICY AND APPROVING THE USE, ACQUISITION, AND SEEKING OF FUNDING FOR MILITARY EQUIPMENT, for second reading and adoption.

CC #: 1957

File #: 0323-01

CONTACT: Troy Bergstrom 916-774-5058 tbergstrom@roseville.ca.us
Doug Blake 916-746 1043 dblake@roseville.ca.us

Reports / Requests

7.18. Out-of-State Travel Request - Information Technology Department

Memo from Information Technology Program Manager Karl Grover and Chief Information Officer Hong Sae recommending the City Council approve out-of-state travel requests for two Information Technology staff members to separately attend the Tyler New World Conference in Indianapolis, Indiana in May of 2022 and the Cisco Live Conference in Las Vegas, Nevada in June of 2022. Staff members seek to further their technical knowledge, experience and professional relationships by traveling to and participating in job-specific conferences. Funding for travel, lodging and conference costs for Cisco Live is estimated to be \$3,000 and for Tyler New World is estimated at \$3,250, totaling \$6,250. Funding is included in the FY2021-22 Information Technology Operations Fund budget.

CC #: 1958

File #: 0600-02

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

7.19. Roseville Junction Final Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council approve the Roseville Junction 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 6 commercial lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1974

File #: 0400-06-03 & 0400-07

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

Ceremonial Documents

7.20. Resolution - Duke Arakaki

Commend Duke Arakaki for his 25 years of outstanding service and dedication to the City of Roseville, congratulate him on his many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 1969

File #: 0102-10

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

END OF CONSENT CALENDAR

8. APPOINTMENTS

8.1. Board of Appeals and Senior Commission - Unscheduled Vacancy Appointment

Memo from City Clerk Technician Katrina Six and City Clerk Carmen Avalos recommending the City Council appoint one (1) individual to the Board of Appeals to a term expiring December 31, 2022 from the applications received from: Ronda Leuty and Tom Rutherford; and appoint one (1) individual to the Senior Commission to a term expiring December 31, 2024 from the applications received from Dee Britton, Ted Deehr, and Malinda Meeks.

CC #: 1968

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

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

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Roseville Independent Redistricting Commission's Adoption of a Final Redistricting Report and Final Map

Senior Deputy City Attorney Joe Mandell and Roseville Independent Redistricting Commission Chair Paul Frank recommending the City Council receive an informational presentation regarding Roseville City Council district boundaries. The Roseville Independent Redistricting Commission unanimously adopted the Final Redistricting Report and Final Map at its public meeting on February 28, 2022. The Final Map will define the Roseville City Council district boundaries until the next redistricting process takes place after the 2030 U.S. Census. The Independent Redistricting Commission, established by Roseville voters and made up entirely of community members, has the exclusive authority to redraw council district boundaries without Roseville City Council input or direction. The City Council may not rescind, supersede, or revise the district boundaries adopted by the Commission. There is no fiscal impact associated with this informational presentation.

CC #: 1978

File #: 0103-33-02

CONTACT: Joe Mandell 916-774-5325 jmandell@roseville.ca.us

9.2. Placer Regional Homelessness Project

Memo from Government Relations Administrator Mark Wolinski and Assistant City Manager Dion Louthan recommending the City Council provide comments and perspectives on the draft Placer Regional Homelessness Project. The last assessment of homelessness conducted by Placer County occurred six years ago. Last year, Placer County initiated the Placer Regional Homelessness Project to review current efforts regarding homelessness in South Placer. The focus of the project is to undertake a process to develop a regional strategic plan for homelessness. There is no financial impact associated with this action.

CC #: 1976

File #: 0111-01

CONTACT: Mark Wolinski 916-774-5179 mwolinski@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. Sierra Vista Specific Plan - Parcel KT-20 and KT-30 - Affordable Unit Transfer

Memo from Associate Planner Shelby Maples and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-072 AMENDING THE SIERRA VISTA SPECIFIC PLAN; and adopt the five (5) findings of fact and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A FIRST AMENDMENT OF THE BASELINE P&R, LLC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC, RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The requested entitlements for the Sierra Vista Specific Plan (SVSP) Parcel KT-20 and KT-30 Affordable Unit Transfer project (City File # PL21-0289) will allow the transfer of the obligation to provide 31 middle-income purchase units from parcel KT-20 and parcel KT-30 within the SVSP area, and re-designate the units as 16 low and 15 very low-income units. The project is not anticipated to result in any negative impacts to the City's General Fund.

CC #: 1976

File #: 0400-04-12

CONTACT: Shelby Maples 916-746-1347 smaples@roseville.ca.us

10.2. HOUSING AUTHORITY - FY2022-23 Annual Plan

Memo from Housing Supervisor Suzi Cook-Turner and Economic Development Director Melissa Anguiano recommending the City Council, acting as the Board of Directors for the Housing Authority, adopt RESOLUTION NO. 1-22 APPROVING THE FY2022-23 ANNUAL PLAN. This item also requests

Council authorize submission of the FY2022-23 Roseville Housing Authority Annual Plan to the U.S. Department of Housing & Urban Development along with the required certifications, disclosures, and related documents. This item does not create any additional cost to the City's General Fund.

CC #: 1961

File #: 0709-01 & 0103-03-02

CONTACT: Suzi Cook-Turner 916-774-5414 smcook-turner@roseville.ca.us
Trisha Isom 916-746-1239 tisom@roseville.ca.us

11. REPORTS / PUBLIC COMMENTS

12. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 1979
File #: 0102-06

Title: Resolution - Emma Meadows
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 3/16/2022
Item #: 5.1.

RECOMMENDATION TO COUNCIL

Commend Emma Meadows for all of her accomplishments in wrestling, and wish her much success in the future.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution - Emma Meadows

Resolution

WHEREAS, Emma Meadows has been wrestling since 2017; and

WHEREAS, in the 2021-2022 season Emma's record was 27-12; and

WHEREAS, only 32 girls from each weight class make it to the California Interscholastic Federation State Wrestling Championship each year; and

WHEREAS, this year Emma was in the top 12 in the California Interscholastic Federation State Wrestling Championship 2022; and

WHEREAS, California leads the way in total high school wrestlers with 23,945 participants, of this, 5,286 are female; and

WHEREAS, only two California colleges offer a female wrestling program (Menlo College and Simpson University); and

WHEREAS, Women's wrestling is one of the fastest growing sports at the scholastic and collegiate levels; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **EMMA MEADOWS** be commended for all of her many accomplishments, and wished much success in the future.

SIGNED AND APPROVED this 16th day of March 2022.



KRISTA BERNASCONI, MAYOR





COUNCIL COMMUNICATION

CC #: 1980
File #: 0102-06

Title: Resolution - Jazzy Roschmann
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 3/16/2022
Item #: 5.2.

RECOMMENDATION TO COUNCIL

Commend Jazzy Roschmann for all of her accomplishments in wrestling, and wish her much success in the future.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

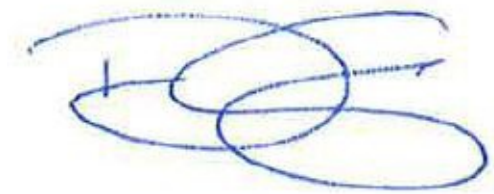
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution - Jazzy Roschmann

Resolution

WHEREAS, Jazzy Roschmann has been wrestling since 2019; and

WHEREAS, in 2019 Jazzy placed 5th at Kids Folkstyle Bracket, 2nd at Kids Freestyle Bracket, 2nd at Western Regionals, 7th at Women's Nationals; and

WHEREAS, in 2020 Jazzy placed 1st at Rumble in Reno; and

WHEREAS, only 32 girls from each weight class make it to the California Interscholastic Federation State Wrestling Championship each year; and

WHEREAS, this year Jazzy was in the top 12 in the California Interscholastic Federation State Wrestling Championship 2022; and

WHEREAS, California leads the way in total high school wrestlers with 23,945 participants, of this, 5,286 are female; and

WHEREAS, only two California colleges offer a female wrestling program (Menlo College and Simpson University); and

WHEREAS, Women's wrestling is one of the fastest growing sports at the scholastic and collegiate levels; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **JAZZY ROSCHMANN** be commended for all of her many accomplishments, and wished much success in the future.

SIGNED AND APPROVED this 16th day of March 2022.



KRISTA BERNASCONI, MAYOR





COUNCIL COMMUNICATION

CC #: 1977
File #: 0102-06

Title: Proclamation - Child Abuse Prevention Awareness Month April 2022
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 3/16/2022
Item #: 5.3.

RECOMMENDATION TO COUNCIL

Proclaim April 2022 as Child Abuse Prevention Awareness Month and urges all citizens to join KidsFirst and its engaged partners, as they support each family's efforts to keep themselves and their children safe, healthy and in a nurturing environment.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

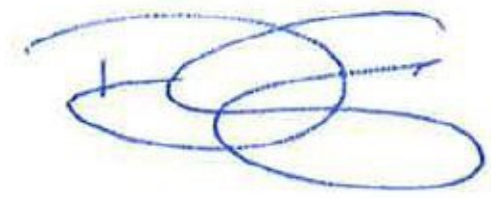
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Not applicable.

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Proclamation - Child Abuse Prevention Awareness Month April 2022

Proclamation

CHILD ABUSE PREVENTION AWARENESS MONTH APRIL 2022

WHEREAS, in 2017, Placer County investigated 3,251 reports of child abuse and neglect, affecting an average of 2 children per household; and

WHEREAS, all adults and caregivers have a responsibility, as neighbors, community members, and citizens of the community, to help create a healthy, safe and nurturing environment for children and youth; and

WHEREAS, safe and healthy childhoods help produce confident, successful, and independent adults; and

WHEREAS, child abuse and neglect often occurs when people find themselves in isolated or stressful situations, without community resources, and don't know how to cope; and

WHEREAS, the majority of child abuse cases stem from situations and conditions that are preventable when our communities are supportive, active, and engaged; and

WHEREAS, child abuse and neglect can be reduced by making sure every family has the support it needs and deserves to raise their children in a healthy environment; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

WHEREAS, effective prevention programs succeed because of meaningful connections and partnerships created between agencies, schools, faith-based organizations, law enforcement agencies, and the business community; and Placer County's collaborative is among the most effective in the country, and;

WHEREAS, for over 30 years, KidsFirst, Counseling, and Family Resource Centers has functioned as a Child Abuse Prevention Council for Placer County, with two locations strategically located in Roseville and Auburn to serve Western/Southern Placer County; and

WHEREAS, wearing a blue ribbon on April 5th and displaying a pinwheel garden in April will serve as a positive reminder that together, we can treat and prevent child abuse and neglect and keep children safe.

NOW, THEREFORE, I, KRISTA BERNASCONI, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim April 2022 as **CHILD ABUSE PREVENTION AWARENESS MONTH** and urges all citizens to join KidsFirst and its engaged partners, as they support each family's efforts to keep themselves and their children safe, healthy and in a nurturing environment.

SIGNED this 16th day of March 2022.



KRISTA BERNASCONI, MAYOR



COUNCIL COMMUNICATION

CC #: 1963
File #: 0203-09

Title: Miscellaneous Waterworks Materials (RFQ 10-3314) - Purchase Orders
Contact: Becky Philipp 916-774-5724 bphilipp@roseville.ca.us

Meeting Date: 3/16/2022
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt resolutions to approve purchase orders to Pace Supply Corporation and Ferguson Enterprises, LLC dba Ferguson Waterworks as the lowest responsive and responsible bidders for the purchase of miscellaneous waterworks materials on an as-needed basis.

The bid allowed for one optional renewal year. Staff requests authorization to continue utilizing the optional renewal year of the bid contracts without further Council approval until the contracts expire or until City staff determines that continuing with the same vendors are not in the City's best interest.

BACKGROUND

Various City departments have ongoing requirements for waterworks materials to maintain City facilities and infrastructure. The materials are primarily used for repairs, upgrades, maintenance, and new service additions to the City's water and sewer lines.

A formal bid was issued for 473 waterworks items as a sampling of products regularly purchased either by end using departments for specific projects or by Purchasing staff to stock the Central Stores Warehouse. The bid will be awarded by line item, and bidders were asked to quote a quantity of one for each item to obtain the unit price. Bidders were also asked to quote a percentage discount of the manufacturer's list price for broad categories of waterworks items not specifically listed in the bid. The bid specified that the two bidders with the greatest number of low bids would be awarded the contract. Vendor responses are listed on the attached bid summary sheet.

FISCAL IMPACT

The estimated total award for the combined initial contracts through March 15, 2023 is \$625,000. The initial award includes \$183,000 for the remainder of FY2021-22 and \$442,000 for FY2022-

23, and funding is included in departmental budgets. Spending for the renewal will be contingent upon Council approval of budgets. Projected spending for the optional renewal year is estimated to be \$656,000, and includes \$192,000 for the remainder of FY2022-23 and \$464,000 for FY2023-24.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

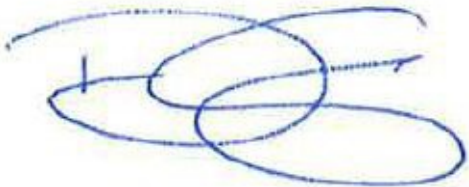
Goal A - Remain fiscally responsible in a changing world

Goal E - Deliver exceptional city services

Respectfully Submitted,

Becky Philipp, Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-068

Resolution 22-069

Bid Summary Sheet

RESOLUTION NO. 22-068

APPROVING A PURCHASE ORDER FOR THE PURCHASE OF MISCELLANEOUS
WATERWORKS MATERIALS ON AN AS-NEEDED BASIS

WHEREAS, a purchase order for the purchase of miscellaneous waterworks materials on an as-needed basis, between the City of Roseville and Pace Supply Corporation, has been reviewed by the Council; and

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

BE IT FURTHER RESOLVED that one (1) additional one (1) year renewal is hereby approved without further City Council approval, provided that the applicable budget is approved by the City Council, or until City staff determines that continuing with the same vendor is not in the City's best interest, and upon receipt and approval of bonds by the City Attorney's office.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RESOLUTION NO. 22-069

APPROVING A PURCHASE ORDER FOR THE PURCHASE OF MISCELLANEOUS
WATERWORKS MATERIALS ON AN AS-NEEDED BASIS

WHEREAS, a purchase order for the purchase of miscellaneous waterworks materials on an as-needed basis, between the City of Roseville and Ferguson Enterprises, LLC has been reviewed by the Council; and

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

BE IT FURTHER RESOLVED that one (1) additional one (1) year renewal is hereby approved without further City Council approval, provided that the applicable budget is approved by the City Council, or until City staff determines that continuing with the same vendor is not in the City's best interest, and upon receipt and approval of bonds by the City Attorney's office.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RFQ # 10-3314

DATE: January 18, 2022

TIME: 3:00 PM

BID BOND REQUIRED: NO

BID SUMMARY SHEET

BID OPENING FOR:

Miscellaneous Waterworks Materials



Bidders Name City, State	Attachment A, Pricing Worksheet	Attachment B, Substituted Items
Pace Supply Sacramento, CA	✓	✓
Ferguson Enterprises, LLC Roseville, CA	✓	— no substitution

Please Sign-In

Staff

Visitors (Name & Company)

Visitors (Name & Company)

Katrina Six
Joseph Speaker
Becky Phillip

Richard Supraff



COUNCIL COMMUNICATION

CC #: 1972
File #: 0203-01

Title: Vehicle – Purchase Orders
Contact: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

Meeting Date: 3/16/2022
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Sourcewell

Staff recommends City Council approve a purchase order to Riverview International Truck LLC for one International truck with a PB asphalt patch body utilizing Sourcewell contract# 060920-NVS to replace Fleet ID 09-716 approved in the FY2021-22 Fleet Replacement budget. The total cost, including options and sales tax, is \$261,543.

RFQ 10-3316

Staff recommends City Council approve a purchase order to Napa Valley Ford Lincoln Mercury, Inc. dba Napa Ford Lincoln for seven Ford F150 trucks utilizing RFQ 10-3316 to replace Fleet ID 08-169, 11-057, 05-110, 06-243 and three fleet additions approved in the FY2021-22 Electric Capital Outlay and Fleet Replacement budget. The total cost, including options and sales tax, is \$244,050.

RFQ 10-3319

Staff recommends City Council approve a purchase order to Riverview International Truck LLC for one International truck with a dump body utilizing RFQ 10-3319 to replace Fleet ID 06-398 approved in the FY2021-22 Fleet Replacement budget. The total cost, including options and sales tax, is \$173,028.

BACKGROUND

Sourcewell

The Public Works Street Resurfacing division is purchasing one International truck with a PB asphalt patch body to replace Fleet ID 09-716. This asphalt truck is used for daily paving operations and is a key tool for hauling hot mix asphalt and oil to job sites. In addition, this truck keeps asphalt at proper temperatures during repairs and maintenance to streets, potholes, and other unsafe road conditions. Sourcewell is a public agency that offers competitively solicited purchasing contracts for products and equipment to all government, education and non-profit agencies across the U.S.

RFQ 10-3316

The Police Department is purchasing two Ford F150 trucks to replace Fleet ID 08-169 and 11-057. One of the trucks is assigned to the crime scene investigations (CSI) team to respond to calls for service to assist with evidence collection and accident investigations. The second truck is used to perform follow-up investigations, respond to emergency call-outs, and respond to crime scenes.

The Environmental Utilities Tech Services division is purchasing one Ford F150 truck to replace Fleet ID 05-110. This truck is used by both technical services staff and project managers to attend regularly scheduled construction meetings across the City, including project site visits to monitor project progress and facilitate on-site coordination with contractors. In addition, it will be used for offsite non-construction meetings and will be shared amongst the division.

The Environmental Utilities Wastewater Collections division is purchasing one Ford F150 truck as a fleet addition. The truck will be used by a new Senior Utility Maintenance Worker position that is responsible for the implementation of the Fats Oils and Grease (FOG) program. In addition, this truck will assist in inspecting all restaurants in the City and the inspection of grease interceptors and sand oil separators. This program keeps us in compliance with California State Water Resources Control Board Order No. 2006-0003 and compliance with the requirements of our Sewer System Management Plane (SSMP) Section 5-5.7.

The Environmental Utilities Pleasant Grove Wastewater Treatment Plant is purchasing one Ford F150 truck as a fleet addition. This truck will be used by a grade IV Wastewater Operator position at the treatment plant. This position was added two years ago and is a supervisor/lead position over the operations at the plant. The truck will travel throughout the water and wastewater treatment plants and sites throughout the City.

The Roseville Electric Construction and Maintenance division is purchasing one Ford F150 truck to replace Fleet ID 06-243. The truck is used daily for offsite developer meetings for new construction and maintenance work associated with the electrical distribution system. The truck requires four-wheel drive due to the high frequency of traveling in undeveloped areas and along non-paved power corridors for State-mandated General Order inspections. This truck also supports emergency response events.

The Parks Recreation and Libraries, Parks Operations division is purchasing one Ford F150 truck as a new fleet addition. This truck will be used to facilitate and implement park maintenance activities to ensure public safety and onsite visits of City infrastructure within our park system throughout the City.

RFQ 10-3316 included options based on every division's needs. Since all options are not required for every Ford F150, the PO pricing will be lower than the total price. The low bidder Penske Chevrolet did not include all options pricing as required by the bid and is deemed non-responsive.

A formal bid was issued with the following vendor responses:

<u>Vendor</u>	<u>Total Price (with all potential options)</u>
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Penske Chevrolet	\$264,713.05
------------------	--------------

Cerritos, CA

Napa Ford	\$456,218.00
Napa, CA	

RFQ 10-3319

The Environmental Utilities Water Distribution division is purchasing one International truck with a dump body to replace Fleet ID 06-398. The dump truck is used by the construction leak crew for scheduled and emergency repairs to water mains, service lines, blow-offs, and air release valves. The truck also pulls a backhoe on a large equipment trailer that is used on every project. In addition, the truck hauls rock, dirt, and other materials to and from the jobs. The leak crew's quick response with the appropriate tools and equipment is vital to ensure fast repairs to minimize water waste, especially during these lean water years when every drop counts.

RFQ 10-3319 included some options that will not be purchased so the PO price will be lower than the total price.

A formal bid was issued with the following vendor responses:

Vendor Total Price (with all potential options)
Riverview International Trucks LLC \$173,614.92
West Sacramento, CA

Logtech Group LLC \$186,000.00

Vehicle replacements are based on the Fleet Scoring System, which considers factors such as age, mileage, reliability, prior maintenance and repair costs, and current condition. Below are the vehicle replacement scores. A score of 23 or more indicates the vehicle is eligible for replacement.

Vehicle ID	Replacement Score	Vehicle Condition
09-716	26	Meets City replacement criteria
08-169	27	Meets City replacement criteria
11-057	24	Meets City replacement criteria
05-110	28	Meets City replacement criteria
06-243	30	Meets City replacement criteria
06-398	29	Meets City replacement criteria

FISCAL IMPACT

Sourcewell

The total cost of one International truck with a PB asphalt patch body, including options and sales tax, is \$261,543. Funding is included in the FY2021-22 Fleet Replacement Fund budget.

RFQ 10-3316

The total cost of seven Ford F150 trucks, including options and sales tax, is \$244,050. Funding is included in the FY2021-22 Electric Fund and Fleet Replacement Fund budgets.

RFQ 10-3319

The total cost of one International truck with a dump body, including options and sales tax, is \$173,028. Funding is included in the FY2021-22 Fleet Replacement Fund budget.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal E - Deliver exceptional city services

Respectfully Submitted,

Brian Craighead, Fleet Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 1966
File #: 0203-04

Title: Systems Furniture Design & Reconfiguration Services - Contract Purchase Agreement
Contact: Lori Hogan 916-774-5707 lhogan@roseville.ca.us

Meeting Date: 3/16/2022
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a \$500,000 not-to-exceed contract purchase agreement with Vertex Office Solutions for systems furniture design and configuration services.

The agreement allows for four optional renewal years at one-year intervals. Staff requests authorization to utilize the optional renewal years of the agreement without further Council approvals, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Public Works Department released Request for Proposals No. 01-043 in February of 2022 to solicit bids for as-needed Systems Furniture Design and Configuration services. These services include the design and reconfiguration of office and systems furniture for new and current spaces. Two companies submitted proposals and one was rejected for a late submission. One proposal was evaluated on overall proposal, project understanding, cost, qualifications, and experience. Vertex Office Solutions was rated as qualified, and staff is recommending they be awarded the contract purchase agreement.

FISCAL IMPACT

Projected spending for this on-call agreement for the remainder of FY2021-22 is \$150,000. Funding for this agreement is included in the Facility Services and Facility Rehabilitation approved budgets. Additional projects may be paid for with funds from approved budgets from other City departments.

Funds will be encumbered one year at a time pending Council approval of the budget for each year. Projected spending and contract value for the optional renewal years is as follows: FY2022-

23 \$500,000; FY2023-24 \$525,000; FY2024-25 \$550,000; FY2025-26 \$575,000; and FY2026-27 \$600,000. Note that the dates of this contract are not in line with fiscal year budgeting, so budgets may span multiple renewal years.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Lori Hogan, Project Coordinator

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-070

CPA 3001850 Vertex

RESOLUTION NO. 22-070

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND VERTEX OFFICE SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3001850) for Citywide systems furniture design and configuration services on an as-needed basis, between the City of Roseville and Vertex Office Solutions, has been reviewed by the Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3001850

Supplier Details:

Company Vertex Office Solutions
Contact Ken Woodward
Address 4212 Roseville Road
Suite F
North Highlands, CA 95660

Submit your response to:

Company City of Roseville
Contact Tiffany Valdez
Address Purchasing Division
2075 Hilltop Circle
Roseville, CA 95747
Phone (916) 774-5708
Fax (916) 774-5736
E-mail TValdez@roseville.ca.us

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

Return two (2) signed originals of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

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

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

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

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

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

Insurance requirements:

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



Contract Purchase Agreement 3001850

Agreement	3001850
Agreement Date	22-FEB-2022
Revision	0
Agreement Amount	500,000.00 USD

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

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

Supplier **Vertex Office Solutions**
4212 Roseville Road
Suite F
North Highlands, CA 95660

Phone: ()
Fax: ()
Email: ken@vertexoffice.com

Description of Labor, equipment and/or materials THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-043 AND CONTRACTOR'S PROPOSAL THERETO TITLED CITY OF ROSEVILLE BID RFP 01-043 SYSTEMS FURNITURE DESIGN & CONFIGURATION SERVICES (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-043 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS CONTRACT PURCHASE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

Please contact Lori Crittenden at 916-774-5707 for questions regarding this agreement.

The total cost of service is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	12658	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
16-Mar-2022	15-Mar-2023	Tiffany Valdez Phone 1-916-774-5708			

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

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
10. Contractor agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
 - b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
 - c. Additional Insureds. Contractor shall also provide a separate endorsement or

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

- (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
 - e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
 - f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
 - g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
 - h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
 - i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the

performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
20. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.
21. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
22. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that

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

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

Roseville Business License No. 00841837

Contractor License No. 925200

DIR Registration No. 1000038689

Check mark the applicable company type below:

☐ Corporation

☐ Limited Liability Company

☐ Partnership

☒ Sole Proprietor

*City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 3/2/21 JS*

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

General - Required Coverage/Documentation

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

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

Construction:X

General Liability:
\$2 Million/occurrence
\$4 Million aggregate

Design Professional: _____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate
Professional Liability:
\$2 Million/occurrence

Professional Consultant: _____

Professional Liability:
\$1 Million/occurrence

IT Services: _____

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

Hazardous Materials: _____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____

No auto required
No workers' comp required

Professional Counseling/ Psychological: _____

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

Pyrotechnics: _____

General Liability:

\$5 Million/occurrence

\$10 Million aggregate

Auto - \$2 Million/occurrence

Chemical/Environmental: _____

General Liability:

\$3 Million/occurrence

\$6 Million aggregate

Pollution – \$2 Million/Occurrence

Auto - \$2 Million/Occurrence

Insurance Submission Process

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

How It Works

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

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors.**

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

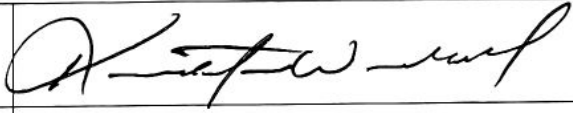
It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

Contract Purchase Agreement 3001850

Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Kirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg.- 9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

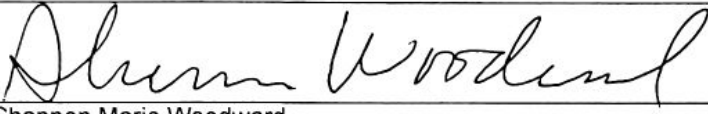
Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	Vertex Office Solutions
DATE	02/23/2022

Asbestos
Rev 01/16/19

Contract Purchase Agreement 3001850

Supplier	
Signature:	
Print Name:	Kenneth John Woodward
Title:	Owner

Supplier	
Signature:	
Print Name:	Shannon Marie Woodward
Title:	Owner

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



COUNCIL COMMUNICATION

CC #: 1959
File #: 0800-06

Title: Prohousing Designation Application
Contact: Jessica Lynch 916-774-5352 jjlynch@roseville.ca.us

Meeting Date: 3/16/2022
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Staff recommend the City Council adopt a resolution to authorize application to and participation in the California Department of Housing and Community Development Prohousing Designation Program.

BACKGROUND

On July 1, 2021, the California Department of Housing and Community Development (HCD) established the Prohousing Designation Program pursuant to California Government Code §65589.9. The Program creates incentives for cities and counties that are compliant with Housing Element requirements and can demonstrate that they have enacted, or plan to enact, Prohousing policies in four category areas: Favorable Zoning and Land Use, Accelerating Production Timeframes, Reducing Construction and Development Costs, and Providing Financial Subsidies.

Jurisdictions wishing to apply for the Prohousing Designation must complete and submit an application to HCD and provide documentation of their policies and, before Prohousing Designation is granted, must adopt and submit a resolution authorizing application to the Program. HCD provides a template resolution from which jurisdictions may base their resolution, though all changes to the resolution template must be approved by HCD. The City Attorney's Office has reviewed HCD's resolution template and proposed minor modifications, which are consistent with changes accepted by HCD. Resolution 22-065, as modified by the City Attorney's Office is included as Exhibit A.

Planning Division staff submitted the City's initial draft Prohousing Designation application to HCD on February 10, 2022, and HCD has 60 days to review the application and provide a response to the City. This is an "over-the-counter" application process, which allows HCD and City staff to communicate during application review and make changes as needed. The Resolution is the final step in the application submission. If the application is accepted, the City will be granted HCD's Prohousing Designation and be given incentives in the form of additional points and other preferences (to be determined by HCD) in several of the State's competitive grant funding programs, including the: Affordable Housing & Sustainable Communities (AHSC), Infill Infrastructure Grant (IIG), Transformative Climate Communities (TCC), and Transit and Intercity

Rail Capital Program (TIRCP). The State intends to add more funding programs to this list.

The application requires that the City document its existing policies, programs, procedures, and practices that incentivize, encourage, and accelerate the production of housing. The application includes a self-scoring worksheet that provides between 1 and 3 points for each Prohousing policy. Additional points can be awarded for “enhancement factors” for policies that further implement specified Statewide goals. To earn the Prohousing Designation, a City must achieve a score of 30 points. Documentation of each Prohousing policy, program, procedure, or practice must be provided to HCD either in the form of a link to a webpage or PDF. The program criteria and self-scoring sheet submitted to HCD as part of the City’s application has been provided as Attachment 1 for review. Planning staff determined that the City qualifies for a total of 37 points according to the program criteria. The City’s application does not commit the City to any new policies or programs not already adopted or underway. The application documents the City’s existing policies and related projects.

FISCAL IMPACT

Preparation of the Resolution and application for the Prohousing Designation were completed internally by City staff using currently budgeted staff time. No additional costs were incurred. Granting of the Prohousing designation would provide the City with a competitive advantage for several State grant funding programs, which could make more funding available to the City. This has no negative impact on the City’s General Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

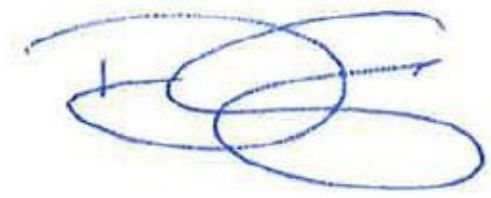
Goal F - Invest in well-planned infrastructure and growth

Adoption of the Resolution supports the City’s Strategic Plan goal to invest in well-planned infrastructure and growth because it allows the City to apply for the California Department of Housing and Community Development’s (HCD) Prohousing Designation, which, if granted, gives the City a competitive advantage when applying for several State grant funding programs, including the: Affordable Housing & Sustainable Communities (AHSC), Infill Infrastructure Grant (IIG), Transformative Climate Communities (TCC), and Transit and Intercity Rail Capital Program (TIRCP). The State intends to add more funding programs to this list.

Respectfully Submitted,

Jessica Lynch, Associate Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-065

Attachment 1 Prohousing Application Summary

RESOLUTION NO. 22-065

AUTHORIZING AN APPLICATION AND PARTICIPATION IN THE PROHOUSING
DESIGNATION PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE
IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Government Code section 65589.9 established the Prohousing Designation Program (“PDP” or “Program”), which creates incentives for jurisdictions that are compliant with state housing element requirements and that have enacted Prohousing local policies; and

WHEREAS, such jurisdictions will be designated Prohousing, and, as such, will receive additional points or other preference during the scoring of their competitive applications for specified housing and infrastructure funding; and

WHEREAS, the Department of Housing and Community Development (“Department”) has adopted emergency regulations (Cal. Code Regs., tit. 25, § 6600 et seq.) to implement the Program (“Program Regulations”), as authorized by Government Code section 65589.9, subdivision (d); and

WHEREAS, the City of Roseville (“Applicant”) desires to submit an application for a Prohousing Designation (“Application”).

THEREFORE, IT IS RESOLVED THAT:

1. Applicant is hereby authorized and directed to submit an Application to the Department.
2. Applicant acknowledges and confirms that it is currently in compliance with applicable state housing law.
3. Applicant acknowledges and confirms that it will continue to comply with applicable housing laws and to refrain from enacting laws, developing policies, or taking other local governmental actions that may or do inhibit or constrain housing production. Applicant further acknowledges and confirms that it commits itself to affirmatively furthering fair housing pursuant to Government Code section 8899.50.
4. If the Application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver all documents required or deemed necessary or appropriate to participate in the Program, and all amendments thereto (the “Program Documents”).
5. Applicant acknowledges and agrees that it shall be subject to the Application; the terms and conditions specified in the Program Documents; the Program Regulations; and any and all other applicable law.
6. The City Manager or his designee of the City of Roseville is authorized to execute and deliver the Application and the Program Documents on behalf of the Applicant for participation in the Program.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

I hereby attest and certify that the foregoing is a true and full copy of a resolution of the Applicant's governing body adopted at a duly convened meeting on the date above-mentioned, and that the resolution has not been altered, amended, or repealed.

City Clerk

Date: _____

Project Proposal
Category 1: Favorable Zoning and Land Use

Category	Prohousing Policy Description	Points
1A	Sufficient sites, including rezoning, to accommodate 150 percent or greater of the current or draft RHNA, whichever is greater, by total or income category.	3
1B	Permitting missing middle housing uses (e.g., duplexes, triplexes, and fourplexes) by right in existing low-density, single-family residential zones.	3
1C	Sufficient sites, including rezoning, to accommodate 125 to 149 percent of the current or draft RHNA, whichever is greater, by total or income category. These points shall not be awarded if the applicant earns three points pursuant to Category (1)(A) above.	2
1D	Density bonus programs which exceed statutory requirements by 10 percent or more.	2
1E	Increasing allowable density in low-density, single-family residential areas beyond the requirements of state Accessory Dwelling Unit law (e.g., permitting more than one ADU or JADU per single-family lot). These policies shall be separate from any qualifying policies under Category (1)(B) above.	2
1F	Reducing or eliminating parking requirements for residential development as authorized by Government Code sections 65852.2; adopting vehicular parking ratios that are less than the relevant ratio thresholds at subparagraphs (A), (B), and (C) of Government Code section 65915, subdivision (p)(1); or adopting maximum parking requirements at or less than ratios pursuant to Government Code section 65915, subdivision (p).	2
1G	Zoning to allow for residential or mixed uses in one or more non-residential zones (e.g., commercial, light industrial). Qualifying non-residential zones do not include open space or substantially similar zones.	1
1H	Modification of development standards and other applicable zoning provisions to promote greater development intensity. Potential areas of focus include floor area ratio; height limits;	1

	minimum lot or unit sizes; setbacks; and allowable dwelling units per acre. These policies must be separate from any qualifying policies under Category (1)(B) above.	
1I	Establishment of a Workforce Housing Opportunity Zone, as defined in Government Code section 65620, or a housing sustainability district, as defined in Government Code section 66200.	1
1J	Demonstrating other zoning and land use actions that measurably support the Acceleration of Housing Production.	1

Category 2: Acceleration of Housing Production Timeframes

Category	Prohousing Policy Description	Points
2A	Establishment of ministerial approval processes for a variety of housing types, including single-family and multifamily housing.	3
2B	Establishment of streamlined, program-level CEQA analysis and certification of general plans, community plans, specific plans with accompanying Environmental Impact Reports (EIR), and related documents.	2
2C	Documented practice of streamlining housing development at the project level, such as by enabling a by-right approval process or by utilizing statutory and categorical exemptions as authorized by applicable law (Pub. Resources Code, §§ 21155.1, 21155.4, 21159.24, 21159.25; Gov. Code, § 65457; Cal Code Regs., tit. 14, §§ 15303, 15332; Pub. Resources Code, §§ 21094.5, 21099, 21155.2, 21159.28).	2
2D	Establishment of permit processes that take less than four months. Policies under this Category (2)(D) must address all approvals necessary to issue building permits.	2
2E	Absence or elimination of public hearings for projects consistent with zoning and the general plan.	2

2F	Establishment of consolidated or streamlined permit processes that minimize the levels of review and approval required for projects, and that are consistent with zoning regulations and the general plan.	1
2G	Absence, elimination or replacement of subjective development and design standards with objective development and design standards that simplify zoning clearance and improve approval certainty and timing.	1
2H	Establishment of one-stop-shop permitting processes or a single point of contact where entitlements are coordinated across city approval functions (e.g., planning, public works, building) from entitlement application to certificate of occupancy.	1
2I	Priority permit processing or reduced plan check times for ADUs/JADUs, multifamily housing, or homes affordable to lower- or moderate-income households.	1
2J	Establishment of a standardized application form for all entitlement applications.	1
2K	Practice of publicly posting status updates on project permit approvals on the Internet.	1
2L	Limitation on the total number of hearings for any project to three or fewer. Applicants that accrue points pursuant to Category (2)(E) are not eligible for points under this Category (2)(L).	1
2M	Demonstration of other actions, not listed above, that quantifiably decrease production timeframes or promote the streamlining of approval processes.	1

Category 3: Reduction of Construction and Development Costs

Category	Prohousing Policy Description	Points
3A	Waiver or significant reduction of development impact fees for residential development.	3
3B	Adoption of ordinances or implementation of other mechanisms that result in less restrictive requirements than Government Code	2

	sections 65852.2 and 65852.22 to reduce barriers for property owners to create ADUs/JADUs. Examples of qualifying policies include, but are not limited to, development standards improvements, permit processing improvements, dedicated ADU/JADU staff, technical assistance programs, and pre-approved ADU/JADU design packages.	
3C	Adoption of other fee reduction strategies separate from Category (3)(A) above, including fee deferrals and reduced fees for housing for persons with special needs.	1
3D	Promoting innovative housing types (e.g., manufactured homes, recreational vehicles, park models) that reduce development costs.	1
3E	Measures that reduce costs for transportation-related infrastructure or programs that encourage active modes of transportation or other alternatives to automobiles. Qualifying policies include, but are not limited to, publicly funded programs to expand sidewalks or protect bike/micro-mobility lanes; creation of on-street parking for bikes; transit-related improvements; or establishment of carshare programs.	1
3F	Adoption of universal design ordinances pursuant to Health and Safety Code section 17959.	1
3G	Establishment of pre-approved or prototype plans for missing middle housing types (e.g., duplexes, triplexes, and fourplexes) in low-density, single-family residential areas.	1
3H	Demonstration of other actions, not listed above, that quantifiably reduce construction or development costs.	1

Category 4: Providing Financial Subsidies

Category	Prohousing Policy Description	Points
4A	Establishment of local housing trust funds or collaboration on a regional housing trust fund.	2
4B	Provide grants or low-interest loans for ADU/JADU construction affordable to lower- and moderate-income households.	2
4C	A comprehensive program that complies with the Surplus Land Act (Gov. Code, § 54220 et seq.) and that makes publicly owned land available for affordable housing, or for multifamily housing projects with the highest feasible percentage of units affordable to lower income households. A qualifying program may utilize mechanisms such as land donations, land sales with significant write-downs, or below-market land leases.	2
4D	Establishment of an Enhanced Infrastructure Financing District or similar local financing tool that, to the extent feasible, directly supports housing developments in an area where at least 20 percent of the residences will be affordable to lower income households.	2
4E	Directed residual redevelopment funds to affordable housing.	1
4F	Development and regular (at least biennial) use of a housing subsidy pool, local or regional trust fund, or other similar funding source.	1
4G	Prioritization of local general funds for affordable housing.	1
4H	Demonstration of other actions, not listed above, that quantifiably promote, develop, or leverage financial resources for housing.	1

Project Proposal Enhancement Factors

The Department shall utilize enhancement factors to increase the point scores of Prohousing Policies. Each Prohousing Policy will receive extra points for enhancement factors in accordance with the chart below.

Category	Prohousing Policy Description	Points
1	Policy that represents one element of a unified, multi-faceted strategy to promote multiple planning objectives, such as efficient land use, access to public transportation, affordable housing, climate change solutions, and/or hazard mitigation.	2
2	Policies that promote development consistent with the state planning priorities pursuant to Government Code section 65041.1.	1
3	Policies that diversify planning and target community and economic development investments (housing and non-housing) to improve lower opportunity areas. Such areas include, but are not limited to, Low Resource and High Segregation & Poverty areas designated in the most recently updated TCAC/HCD Opportunity Maps, and disadvantaged communities pursuant to California Senate Bill 535 (2012).	1
4	Policies that go beyond state law requirements in reducing displacement of lower income households and conserving existing housing stock that is affordable to lower income households.	1
5	Rezoning and other policies that support high-density development in Location Efficient Communities.	1
6	Rezoning and other policies that result in a net gain of housing capacity while concurrently mitigating development impacts on or from Environmentally Sensitive or Hazardous Areas.	1
7	Zoning policies that increase housing choices and affordability in High Resource and Highest Resource areas, as designated in the most recently updated TCAC/HCD Opportunity Maps.	1

8	Other policies that involve meaningful actions towards affirmatively furthering fair housing pursuant to Government Code section 8899.50, including, but not limited to, outreach campaigns, updated zoning codes, and expanded access to financing support.	1
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Category Number	Concise Written Description of Prohousing Policy	Enacted or Proposed	Documentation Type (e.g., resolution, zoning code)	Insert Web Links to Documents or Indicate that Electronic Copies are Attached as Appendix 5	Points	Enhancement Category Number	Enhancement Points	Total Points
1B	The City will adopt amendments to the Subdivision and Zoning Ordinances compliant with SB 9 in April 2022. The ordinances will make adjustments to setbacks, parking requirements, lot line adjustment and parcel map procedures, and revise notice and hearing requirements to allow for a more streamlined by-right ministerial process to allow two units and lot splits in single family residential zoning districts.	Proposed	SB 9 Amendments to Zoning Ordinance and Subdivision Ordinance. A staff report describing the proposed process can be found at the link.	https://roseville.novusagenda.com/AgendaPublic/Coversheet.aspx?ItemID=9859&MeetingID=1560	3			3

1C	The Housing Element Residential Sites Inventory and the Rezone Program will accommodate 127.6 percent of the current RHNA.	Enacted	Adopted Housing Element. Housing Element Program 14. Policies H3.2, H3.4, H3.5	https://p1cdn4static.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Housing%20Element%202021-2029/2021%20Housing%20Element%20Adopted%208.18.21.pdf	2			2
1F	The City has eliminated the requirement for parking spaces for JADUs and studio ADUs. The Downtown Specific Plan contains policies that reduce parking requirements for new development, promote shared parking to reduce need, and allow in lieu parking fees to discourage onsite parking.	Enacted	Municipal Code Section 19.60.070(H)(1) and Downtown Specific Plan Policy 6.6.2	Municipal Code: https://qcode.us/codes/roseville/ and Downtown Specific Plan: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8775091	2			2

1G	Residential uses are permitted by right in Commercial Mixed Use (CMU) zone and conditionally permitted in Neighborhood Commercial (NC), Community Commercial (CC), General Commercial (GC), and Old Town Historic (HC) zones. The Riverside Gateway Specific Plan includes a Special Area overlay (SA) that created the CMU/SA-RG zoning district that allows residential development by right.	Enacted	Municipal Code Section 19.12.020 and Sections 9.3.1 through 9.3.3 of the Riverside Gateway Specific Plan	Municipal Code: https://qcode.us/codes/roseville/ And Riverside Gateway Plan: https://p1cdn4static.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Specific%20Plans%20&%20Planning%20Areas/Riverside%20Gateway%20Specific%20Plan/Riverside%20Gateway%20Specific%20Plan.pdf	1			1
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1H	The Development Standard (DS) overlay district provides for modifications of development standards in any zone district or specific plan minimum lot size, width, yard setbacks, useable open space, landscaping setbacks, and parking ratios; maximum lot depth, coverage, and building height; and principal building types to provide for increased development flexibility. There are currently 5,812.1 acres within 26,373 parcels within the city that have DS overlay zoning.	Enacted	Municipal Code Section 19.18.020	https://qcode.us/codes/roseville/	1			1
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1J	The City is currently processing Corridor Plans for the Atlantic Street, Douglas/Harding, and Sunrise Douglas commercial corridors. The Corridor Plans will streamline housing development by correcting non-conforming zoning issues, adding more emphasis on allowing housing in mixed use environments, and by streamlining CEQA analysis. The three plans will provide for an additional 850 new housing units. This will further expand the City's comprehensive and successful specific plan strategy in the City's Infill areas. Like the specific plan strategy, the Corridor Plans will provide streamlining using the specific plan exemption, eliminating most future entitlements and CEQA	Planned	Commercial Corridors website, General Plan Growth Management Strategy (starting on page II-33).	Commercial Corridor Website: https://www.roseville.ca.us/government/departments/development_services/planning/commercial_corridors_project https://p1cdn4static.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/General%20Plan/Final%20General%20Plan%202020/02%20Land%20Use/Final%20ver.%202021-04.pdf	1	2	1	2
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	requirements for future projects. The City's Growth Management strategy supports the State's planning priorities by setting priorities for new development through specific plans, which prohibits leapfrog development, require mixes of land uses and densities, which promotes conservation of open space and biological resources and reduces VMT. The Corridor Plans implement the infill components of the City's Growth Management strategy.							
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2A	Adopted ministerial approval process, including objective design standards for: multifamily housing with at least 20% affordable housing and projects meeting the SB 35 criteria. In addition, the City does not require for single family housing; only a building permit is required.	Enacted	Housing Element Program 15, Resolution 21-152, Municipal Code 19.74.010, Objective Design Standards, and Objective Design Standards webpage	See Appendix 5 for Resolution 21-152. Housing Element: https://p1cdn4.static.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Housing%20Element%202021-2029/2021%20Housing%20Element%20Adopted%208.18.21.pdf Municipal Code: https://qcode.us/codes/roseville/	3			3
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				Objective Design Standards: Objective Design Standards - City of Roseville				
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2B	Certified General Plan EIR and several specific plan program EIRs that provide program-level CEQA analysis for projects. The City has a documented practice of streamlining housing development through the CEQA exemption for projects consistent with a specific plan (Government Code section 65447). Nearly all housing projects are located within specific plan areas, and most housing qualifies.	Enacted	General Plan EIR (2020), Downtown Specific Plan EIR (2009), Northeast Roseville Specific Plan EIR (1987), North Central Roseville Specific Plan EIR (1990), Southeast Roseville Specific Plan EIR (1988), Stoneridge Specific Plan EIR (1998), Hewlett Packard Master Plan EIR (1996), Highland Reserve Specific Plan EIR (1997), Northwest Roseville Specific Plan EIR (1989), North Roseville Specific Plan EIR (1997, 1999, 2000), Del Webb Specific Plan EIR (1993), West Roseville Specific Plan EIR (2004), Sierra Vista Specific Plan EIR (2010), Creekview Specific Plan EIR (2012), Amoruso Specific Plan EIR (2016)	Specific Plans Webpage (Click on map of each plan for all plan documents): https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8774576	2			2
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2C	The City's CEQA Implementation Procedures document the City's adopted approach to streamlining housing development using the CEQA statutory and categorical exemptions. In addition, the City has an adopted ministerial process for multifamily housing providing at least 20% affordable housing.	Enacted	City of Roseville CEQA Implementing Procedures for Preparation, Processing, and Review of Environmental Documents, Exemption Examples, Resolution 21-152	See Appendix 5 for PDF of CEQA Implementing Procedures, Resolution 21-152, and two recent Exemptions that have implemented these procedures.	2			2
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2D	Typical permit processing times for multifamily housing projects are between 8 and 16 weeks. Affordable housing projects are given priority in processing and are exempt from design review, which usually saves three months in time and \$8,000 in fees. Single family production units usually take 2-3 weeks and 2-3 months for master plan reviews. Custom single family reviews typically take 6-12 weeks.	Enacted	Page X-147, Housing Element	https://p1cdn4static.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Housing%20Element%202021-2029/2021%20Housing%20Element%20Adopted%208.18.21.pdf	2			2
2E	Housing projects that qualify to use the City's ministerial approval process and objective design standards, including projects with at least 20% affordable units and projects that meet SB 35 criteria are not required to go through public hearings.	Enacted	Resolution 21-152 and Objective Design Standards, and Objective Design Standards Webpage	See Appendix 5 for PDF of Resolution 21-152 Objective Design Standards - City of Roseville	2			2

2F	The City uses a robust specific planning process for most new housing development. All housing projects that are consistent with the specific plan in which the project is located use the specific plan CEQA exemption. Single family development is exempt from design review and the City has developed a ministerial process for multifamily housing projects, so most housing can be approved at the staff level	Enacted	General Plan Policy LU-1.1, Municipal Code 19.74.010	General Plan: https://p1cdn4.static.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/General%20Plan/Final%20General%20Plan%202020/02%20Land%20Use/Final%20ver.%202021-04.pdf And Municipal Code: http://qcode.us/codes/roseville/	1			1
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2G	The City has Ministerial Objective Design Standards for projects with at least 20% affordable units, which shortens timeframes by an average of three to four months.	Enacted	Objective Design Standards	Objective Design Standards - City of Roseville	1			1
2H	The City operates a physical Permit Center where applicants can meet with planners and permit technicians, as well as representatives from Fire, Engineering, and Environmental Utilities in person, as well as an Online Permit Center where they can apply for any entitlement and pay fees. Each project is assigned to a planner who coordinates the project throughout its life and acts as a single point of contact for all other department contacts.	Enacted	Webpage and Brochure	https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10101469 https://p1cdn4static.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/AFH/Handouts/Entitlement%20Permit%20Review%20Process.pdf	1			1

21	Planning prioritizes the processing of multifamily development projects with affordable units, which reduces processing times by up to 25%. In addition, projects with at least 20% affordable units for low and very low income households and SB 35 projects qualify to use Planning's streamlined process, which removes the project's Design Review Permit requirements and saves \$8,000 in fees.	Enacted	Housing Element p. X-147	https://p1cdn4static.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Housing%20Element%202021-2029/2021%20Housing%20Element%20Adopted%208.18.21.pdf	1			1
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2J	The City has a universal planning application form for all entitlement applications. In addition, Planning provides application checklists for every entitlement type to assist applicants in providing all of the needed information consistently and in a timely manner.	Enacted	Form and Entitlement Application Checklists. Click on Planning tab	https://p1cdn4static.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/AFH/Applications/Universal%20Filable%20Form%20-%20Planning.pdf and https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=10388959	1			1
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2K	The City publicly posts status updates on projects and permits online on its Development Activity Reporting webpage and the Online Permitting Services (OPS) portal, which allows anyone to look up status updates and documents.	Enacted	Webpage and online portal	https://www.roseville.ca.us/government/departments/development_services/planning/development_activity_reports and https://permitsonline.roseville.ca.us/OPS/Default.aspx	1			1
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2M	A Project Evaluation Meeting (PEM) is held early in the application process for discretionary projects to discuss possible site and design issues. It is attended by representatives from City departments (including Engineering, Building, Fire, Utilities, etc.) with the project applicant, architect, engineer, etc. to disclose potentially costly and time consuming issues early enough to efficiently make changes.	Enacted	Entitlement Permit Review Process brochure	https://p1cdn4static.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/AFH/Handouts/Entitlement%20Permit%20Review%20Process.pdf	1			1
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3A	The City offers fee deferral and fee financing programs for affordable housing projects. (p. X-153) Traffic fees are reduced for age-restricted housing. (p. X-153) The Downtown Specific Plan waives park in lieu fees and reduces parking in lieu fees for residential development. (pp. X-90 and X-191)	Enacted	Housing Element, Downtown Specific Plan	https://p1cdn4static.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Housing%20Element%202021-2029/2021%20Housing%20Element%20Adopted%208.18.21.pdf and https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8775091	1			1
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3D	Promote ADUs both in single family and multifamily using brochures available to the public online and at the permit center	Enacted	Brochures	Multifamily ADU Brochure: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8775091 Single Family ADU Brochure: https://p1cdn4static.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/AFH/Handouts/Accessory%20Dwelling%20Units%20-%20Single%20Family.pdf ADU Requirements	1			1
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				Brochure: https://p1cdn4static.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/AFH/Handouts/ADU%20Requirements%20Handout.pdf				
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3E	The City established and currently funds and operates a Transportation Systems Management (TSM) program to focus on the development and operation of alternative transportation modes. The TSM program provides for: materials marketing alternative transportation for new residents and required TSM plans for all businesses with 10 or more employees that provide information and amenities that support alternative transportation modes. The City also requires Development Agreements for new development, which outline developer obligations for providing, building, and funding facilities for alternative transportation modes. Funding is also provided via grants and	Enacted	Municipal Code Chapter 11.33, Ordinance 5660.	Municipal Code: https://qcode.us/codes/roseville/ and See Appendix 5 for PDF of Ordinance 5660	1			1
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	capital improvement funds.							
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3G	The Riverside Gateway Specific Plan includes four sets of pre-approved prototype development plans that can be used by applicants for their projects and allow them to eliminate the design review process. Each of the prototype plans demonstrates redevelopment potential on the four common lot sizes located within the plan area.	Enacted	Appendix C of the Riverside Gateway Plan and Housing Element p. X-88.	Riverside Gateway Plan: https://p1cdn4static.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Specific%20Plans%20&%20Planning%20Areas/Riverside%20Gateway%20Specific%20Plan/Specific%20Plan%20Appendices.pdf And Housing Element: https://p1cdn4static.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Specific%20Plans%20&%20Planning%20Areas/Riverside%20Gateway%20Specific%20Plan/Specific%20Plan%20Appendices.pdf	1			1
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				/Departments/Development%20Services/Planning/Housing%20Element%202021-2029/2021%20Housing%20Element%20Adopted%208.18.21.pdf				
4A	The City established the Housing Trust Fund in 2004 and began using it to fund affordable housing projects in 2019.	Enacted	Housing Element p. X-29, Housing Trust Fund Annual Report	https://p1cdn4.static.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Housing%20Element%202021-2029/2021%20Housing%20Element%20Adopted%208.18.21.pdf and See Appendix 5 for PDF of Housing Trust Fund Annual Report	2			2

4E	The City acts as the successor agency for the now dissolved Roseville Redevelopment Agency. Most of the \$5.9 million in residual redevelopment funds were spent on an affordable housing project built by Mercy Housing in 2018 using a loan of nearly \$5.8 million. Current revenues primarily come from loan repayments and are used for small gap funding for future affordable housing projects in areas of high opportunity or in areas at risk of displacement.	Enacted	Council Communication and Report of Required Information	See Appendix 5 for PDF of Council Communication	1			1
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4F	The City issues a Notice of Funding Availability (NOFA) each year making available funding for affordable housing projects to qualified builders. Other projects may be funded from the Housing Trust Fund on an as-needed basis.	Enacted	Housing Trust Fund Annual Report	See Appendix 5 for PDF of Housing Trust Fund Annual Report	1			1
Total					36		1	37



COUNCIL COMMUNICATION

CC #: 1971

File #: 0721 & 0214

Title: Sacramento Area Council of Governments Discretionary Federal Transit Administration Funding - Grant Authorization

Contact: Ed Scofield 916-869-9109 ecscofield@roseville.ca.us

Meeting Date: 3/16/2022

Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager or his designee to submit an application to the Sacramento Area Council of Governments (SACOG) and to execute all related forms and agreements that will allow the City to receive up to \$560,000 from the Federal Transit Administration's (FTA) 5307/5339 discretionary funds to purchase up to four zero-emission electric transit vans and one 60 kWh DC Fast Charger to charge the vans as part of Roseville Transit's Microtransit pilot program.

BACKGROUND

The Sacramento Urbanized Area (UZA) annually receives formula funds through the FTA 5307/5339 Bus and Bus Facilities programs. Sacramento UZA operators include El Dorado Transit, Placer County Transit, Roseville Transit, Sacramento Regional Transit District (SRTD), and Yolo County Transportation District (YCTD). Most of the FTA funds are distributed by formula to the transit agencies, but SACOG retains 12% of these funds for distribution through a competitive grant process. The amount available in the current competitive funding round is \$7,156,930 (\$3,600,973 from FFY20 and \$3,555,957 from FFY21).

The proposed grant would fund the purchase of four electric transit vans and one charger that would be used as part of Roseville's upcoming Microtransit 2-year pilot program. Attachment 1 provides details of the type of van that would be used as part of this project.

The Microtransit pilot program is a multi-jurisdiction effort to procure on-demand rideshare software for use in South Placer County. Microtransit services are similar to Uber and Lyft pooled ride services but for transit buses. Microtransit services have been successfully launched in many areas around the country. Placer County has taken the lead on releasing the joint Request for Proposals for this project. The selected firm will provide cloud-based software and applications for the service, while the transit agencies, including Roseville Transit, will provide the buses/vans, dispatch services, and drivers. We anticipate that the program will begin in late 2022 or early 2023 in a yet to be defined area of the City. If successful, and if funding is available, Microtransit may

expand to other locations throughout the City.

FISCAL IMPACT

The total estimated cost of the vans and charger is anticipated to be up to \$700,000. If successful, the FTA discretionary funding would pay for \$560,000. The remaining \$140,000 would be paid by local transit funds. In the event that a lesser amount of funding is awarded, the local funds will be reduced proportionally to meet the required 80/20 match requirement. Staff will present a final funding plan for the project to the City Council at a future meeting. No General Fund resources will be used for this project.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,

Ed Scofield, Transportation Analyst

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-077

Sample Electric Transit Van

RESOLUTION NO. 22-077

APPROVING A GRANT APPLICATION TO THE SACRAMENTO AREA COUNCIL OF
GOVERNMENTS, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO
EXECUTE ALL RELATED FORMS AND AGREEMENTS ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, the Sacramento Urbanized Area (UZA) annually receives formula funds through the Federal Transit Administration (FTA) 5307/5339 Bus and Bus Facilities programs; and

WHEREAS, most of the FTA funds are distributed by formula to the transit agencies, but Sacramento Area Council of Governments (SACOG) retains 12% of these funds for distribution through a competitive grant process; and

WHEREAS, available funding up to \$560,000 from the FTA's 5307/5339 discretionary funds will be used to purchase up to four zero-emission electric transit vans and one 60 kWh DC Fast Charger to charge the vans as part of Roseville Transit's Microtransit pilot program; and

WHEREAS, staff recommends that the City Council authorize the City Manager or his designee to submit an application to SACOG and to execute all related forms and agreements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby approves filing of the grant application to SACOG on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute all related forms and agreements 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



FLEETS POWERED BY LIGHTNING

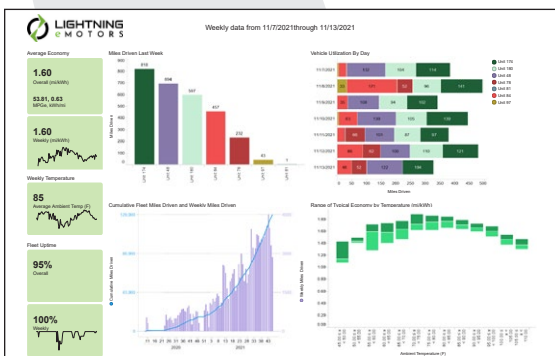
Over 100 Class 3 Lightning eMotors EVs successfully deployed in North America

Lightning Electric Transit Passenger Van

- ✓ Battery-electric vehicle
- ✓ Smooth, quick and quiet
- ✓ Engineered and built in the USA
- ✓ Class-leading efficiency
- ✓ Elegant cabin integration with batteries fully under the floor
- ✓ CARB certified and HVIP eligible
- ✓ Lightning Analytics gives insight into usage and efficiency
- ✓ Available New or Repower



Lightning's digital dashboard provides all the information the driver needs



Lightning Analytics provides real-time and time-summarized data on the performance of our EVs in your fleet

The **Lightning Electric Transit passenger van** is equipped with a state-of-the-art electric drivetrain which delivers the best efficiency of any vehicle in its weight class, while providing a quiet, smooth and familiar driving experience that your drivers – and passengers – will love.

In use with fleets across North America for micro-transit and shuttle services, the passenger van is reliable and efficient.

Available in battery-electric versions offering 140-mile and 170-mile ranges, this van provides practical, reliable service while producing zero emissions on the road. Charging is simple and quick, with both Level 2 AC charging and DC Fast Charge supported.

We use the highest-quality components available, including thermally-managed battery packs which deliver the best range, efficiency and lifetime of any batteries in the market.

Let us put you in the driver's seat!

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Email: **info@lightningemotors.com**



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Satisfies conditions (A) & (B) of Title 49 U.S.C. § 50101(b)(3)

lightningemotors.com

Lightning Electric Transit Passenger Van

Specifications



Base chassis	Ford Transit 350HD Passenger Van		
GVWR	10,360 lbs		
Wheelbase	148 in		
Charging options	Level 2 AC up to 13.2 kW and DC Fast Charge (up to 80 kW) with J1772 CCS1 Combo		
Efficiency	61 MPGe / EPA City and 66 MPGe / EPA Highway		
Driving range*	up to 140 miles	up to 170 miles	
Battery capacity	80 kWh (nameplate) 73.6 kWh (usable)	120 kWh (nameplate) 110.4 kWh (usable)	
Charge time	5 hours (Level 2, at up to 13.2 kW) 1.5 hours (DC Fast Charge, at up to 80 kW)	8.5 hours (Level 2, at up to 13.2 kW) 2 hours (DC Fast Charge, at up to 80 kW)	
Passenger capacity**	Up to 15 passengers (including driver)		
Maximum speed	65 mph (electronically limited)		
Peak Power	215 HP (160 kW)		
Torque Rating (after transmission)	733 lb-ft (994 Nm)		
Warranty	Base Chassis: Ford standard warranty Electric powertrain and batteries: Lightning eMotors standard warranty (5 year / 60,000 miles)		
Analytics	✓ Preventive Maintenance	✓ Range Analysis	✓ Driver Behavior

* All-electric range can vary depending on route or drive cycle, environmental conditions, vehicle or equipment configurations, and driver behavior.

** Payload and passenger capacity can vary and greatly depend on vehicle wheelbase, seating configuration, and other characteristics or features as delivered by the OEM or chassis manufacturer. Equipment added to the base chassis by aftermarket upfitters or equipment installers could also affect payload and passenger capacity.

Lightning's team of fleet experts stand behind our work and provide exceptional customer service, from vehicle deployment and technical support to custom analytics reports and operator training.

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Email: **info@lightningemotors.com**



Save vehicle downtime
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Zero emissions means
cleaner air in communities
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Fewer parts means lower
maintenance costs



Regenerative braking
dramatically reduces
brake wear



Significant savings
on operating costs



BEVs save money
on fuel costs

November 2021. The information presented here may be subject to change at any time.

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info@lightningemotors.com

lightningemotors.com





COUNCIL COMMUNICATION

CC #: 1970
File #: 0800-06

Title: Materials Testing Services and Construction Inspection Services - On-Call Professional Services Agreements
Contact: Orville Chatterton 916-774-5339 ochatterton@roseville.ca.us

Meeting Date: 3/16/2022
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt two (2) resolutions approving On-Call Professional Services Agreements for construction inspection services with Psomas and UNICO Engineering, Inc. and adopt two (2) resolutions approving On-Call Professional Services Agreements for materials testing services with Blackburn Consulting and ENGEO Incorporated, and authorizing the City Manager to execute all agreements on behalf of the City of Roseville.

Staff is additionally requesting authority for the City Manager or his designee to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Development Services Department's staffing model for construction inspection relies on the use of specialized contract support for inspection of a variety of project types, including installation of new above ground and underground public infrastructure, subdivision improvements, major arterial roadway construction, community facilities district-funded improvements, and specific plan backbone infrastructure.

In addition, the Development Services Department relies on the use of contracts for specialized materials testing expertise. Materials testing ensures construction materials such as asphalt, concrete, aggregate base, engineered soil, etc., are supplied and installed with public infrastructure improvements that meet City design and construction standards. These services are necessary to ensure the public's safety once the improvements are installed and to avoid costly maintenance or repair at a later time at the City's expense.

The cost of inspection services and material testing is paid by development projects as services are rendered, resulting in no cost to the General Fund.

Consistent with the City's contracting requirements, staff issued a Request for Proposals for construction inspection services and material testing on October 1, 2021. A total of 18 firms submitted proposals in response to both RFP's. Psomas and UNICO ranked highest for inspection services in terms of service, experience, and available staffing resources to meet the City's needs; and Blackburn and ENGEO ranked the highest for material testing in terms of service, experience, and available staffing resources to meet the City's needs.

Consistent with best practices, two separate firms will be engaged for each service to eliminate any possible conflicts of interest that may arise due to one or more firms' existing or future contracts with other private entities. For consistency and to ensure the City's customer service expectations are met, staff will train and meet with the consultant firms quarterly throughout the duration of the contracts. Each contract has a term of one year with four one-year optional renewals and not-to-exceed contract amounts of \$500,000 per year for the term of each agreement. Each professional services contract specifies similar services and hourly rates to ensure consistency and fairness.

Executing the on-call construction inspection services and material testing agreements is necessary to avoid disruption and delays to underway development projects. The current on-call agreements expire May 4, 2022.

FISCAL IMPACT

There is no General Fund impact associated with this request. Each contract shall not exceed \$500,000 in any one fiscal year unless approved by the City Council via contract amendment. The Engineering Division accounts for these professional services as part of the annual budget process. Budget adjustments are proposed as needed to reflect any increase or decrease in workload and related costs. Development agreements between the City and developers require the owners/developers to reimburse the City for the actual costs of providing inspection testing services. The entire amount of this agreement is considered "pass-through," in which all services would be reimbursed by either owners/developers with no expenses incurred by the General Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Orville Chatterton, Construction Inspection Superintendent

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-073

PSA Inspection Services- PSOMAS

Resolution 22-074

PSA Inspection Services- UNICO

Resolution 22-075

PSA Materials Testing-Blackburn

Resolution 22-076

PSA Materials Testing ENGEO

RESOLUTION NO. 22-073

APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PSOMAS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an on-call professional services agreement to provide construction inspection services, by and between the City of Roseville and PSOMAS, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ON-CALL PROFESSIONAL SERVICES AGREEMENT

Construction Inspection Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and Psomas, a
California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal #06-006 for professional services
consisting of on-call construction inspection services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated
November 12, 2021, which describes the scope of services to be performed by CONSULTANT,
and the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional
construction inspection services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on
December 31, 2022. The City Manager may, in his or her 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.
Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one, or more than one consultant from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed five hundred thousand dollars per year (\$500,000). Total compensation for optional renewal years of this Agreement shall not exceed five hundred thousand dollars per year (\$500,000). Total compensation for the full term of this agreement, including optional renewal years, shall not exceed two million five hundred thousand dollars (\$2,500,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

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 sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

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

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. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or

expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at

the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

10. 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.

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

12. 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.

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

14. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

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

15. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage,

brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

18. Termination of Agreement. 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. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

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

CITY OF ROSEVILLE

Orville Chatterton
Construction Inspection Supervisor
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Brian Frাগiao, PE
Project Manager
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

PSOMAS, a California corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: VICE PRESIDENT

and

(SIGNATURES CONTINUED ON NEXT PAGE)

ATTEST:

BY:

its:


Vick Tardiff
Chief Financial Officer

BY:

HELEN DREYER
Acting City Clerk

APPROVED AS TO FORM:

BY:

MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:


MIKE ISOM
Development Services Director

EXHIBIT “A”

D

Services Understanding

SERVICE UNDERSTANDING



There are four main contributors Psomas attributes to our sustained success in providing quality construction management services. First, we prioritize maintaining the right philosophy and a clear understanding of purpose. Second, we dictate clear and consistent procedures - and we make sure they are implemented. Third, we have a solid core of hard-working and proactive staff that understands the importance of getting the job done right. Fourth, we believe in creating a collaborative team, working together towards a common goal. These tenets have been the core of our approach to providing quality service to our clients for over 20 years.

Psomas is knows what it takes to provide services under an on-call contract. We anticipate improvements ranging from new and existing infrastructure, private and public subdivisions, major arterial roadways, capital improvement projects, community facility districts, and other miscellaneous specific plan infrastructure projects, and are ready to take on one or multiple projects at any time. We are aware of the effects of seasonal change, school schedules, events, etc. Public outreach will be a high priority on all projects. Various types of funding sources (local, state and/or federal) can occur and each source will have its own process and documentation to follow. Psomas is well-versed in the various funding processes and has been audited successfully by Caltrans numerous times.

Our construction management administration and documentation procedures are based on the Caltrans Construction Manual requirements which are “watered down” for development projects because of the difference in funding sources. These procedures can be applied and adjusted to any project or task order and are easily adapted to meet the specific needs of our clients. As a result of continual contract document review, CPM project scheduling and management, and quality control inspection, our staff anticipates potential problem areas and provides resolution before it can adversely impact the project. Through discussions with the contractor, development, client/owner, etc., a consensus can be achieved which minimizes costly conflicts. A constant proactive approach is the only way to verify our clients receive a quality project every time.

Staffing projects with a professional and dedicated team of individuals is a key step in providing strong service. Having the resources available and ready when the City needs the services is our objective. Our staff will work under the direction and supervision of the City’s Project Manager and will not hesitate to provide additional or new staff resources if requested by the City. With on-call contracts, the method of selecting and assigning staff for project assignments is critical, and we recognize that our ability to do this effectively is what separates us from our competitors. After effectively managing multiple on-call contracts in this region, we have developed effective tools to make us the best at providing quality staff. We can summarize our approach in three primary areas:

Maintaining High-Quality Staff – Psomas has maintained a significant number of staff for numerous years. This is a result of our success as a company and the desire of our staff to stay. Our ability to retain these high-quality individuals is also a reflection of the fact that we continue to have multiple on-call contracts active, allowing us to keep this staff working for Psomas. Our advantage to Roseville is you have access to numerous inspectors and managers that worked in Roseville before. You know what you are getting!



Ability to Rapidly Adjust – We are able to rapidly adapt because of two capabilities. First, we always maintain an active staff “bullpen” who are not currently assigned to any other work. We constantly manage this bullpen and make sure we maintain current and accurate information on availability. Secondly, Psomas can tap into additional staff from other areas of the Company; having multiple offices throughout California gives us additional depth, that we can draw from to respond to urgent needs. We have moved staff from other offices on numerous occasions to meet client needs.

Proactive Planning – The most important skill we have developed for managing on-call contracts is our ability to plan ahead. This is especially important when it comes to CIP projects, where assigning the right Resident Engineer or Construction Inspector can determine the success of the project. We do this by maintaining consistent contact with City staff and discussing upcoming assignments, projects schedules etc., rather than waiting for the call.



Quality Assurance is a Psomas commitment to the quality of all contract documents and deliverables. The project manager has the primary responsibility for the quality of each project. The project manager starts with a thorough understanding of the project, the organization of a highly qualified project team, and the application of skilled Construction Management, engineers and surveyors. The process incorporates several intermediate checks by the project manager and independent checks by our Quality Assurance Manager. The Psomas commitment to excellence is incorporated in Psomas’ Project Management Manual and the Technical Manuals.

The City needs a Construction Management team that understands the City’s needs and goals on projects similar to those included in the City’s current and possible Capital Projects Program, is experienced in delivering federal, state, and locally funded projects, and knows how to interface with all stakeholders (especially effected residents and developers), working with public agencies, utility companies, and has the resources to staff any and all projects when directed. The Psomas team may need to provide many types of activities including construction management, including construction engineering, office engineering, contract management, civil inspection services, special inspection, building inspection, and surveying. All services will be prepared under a City Task Order which will include a specific scope of work covering the services required for the specific project. The Psomas team is familiar with the overall City standards and those of other local and regional agencies.

Approach

Our approach to managing this contract was developed to achieve client satisfaction and to satisfy the requirements outlined in the Scope of Work:

- ▶ Complete all projects or task orders to the satisfaction of the City of Roseville General Specifications and Construction Standards
- ▶ Deliver quality projects that meet the requirements of the contract documents
- ▶ Verify that projects are completed within the allotted budget and specified scheduled tasks (CIP projects)
- ▶ Positive public perception for the projects as well as for the City
- ▶ Safely constructed projects, with a “No Injury” goal
- ▶ Be flexible and responsive to the City and other stakeholders for issue resolution
- ▶ Foster an atmosphere of trust and fairness among all project participants

Because of our experience in providing construction management and inspection services, Psomas has a clear understanding of the needs of the City. In general, the City of Roseville expects:

- ▶ Responsiveness
- ▶ Experienced managers
- ▶ Quality inspection staff
- ▶ Good cost accounting
- ▶ Experience working in and with urban and rural communities

Communication with City of Roseville staff is essential in keeping task orders running smoothly. Psomas will keep the City informed as to the contractor’s work and will use our expertise to identify future issues and concerns before they occur.

The Community’s input and involvement during construction of a project is very important. Public Outreach to affected stakeholders, special groups and overall community is very critical and must be kept up to date. Contractors must adhere to schedules and construction times to minimize the inconvenience to the public.

Being aware of cost and keeping budgets on track is critical to the City as some development task orders have direct reimbursement for consultant services provided.

Improvements to traffic circulation in the City will always be, and roadway construction projects typically do not help the situation. Psomas is pro-active in keeping traffic circulation safe and as convenient as possible for the public. Psomas will monitor that the City’s Project Manager, Public Relations Department and Traffic Engineer are aware and a part of the conversation when dealing with traffic control.

In all cases, Psomas staff will keep the City Project Manager involved and up to speed on the project process.

Daily Report Examples

Timelines for each task are project dependent. Unlike design projects where certain milestones are expected (65% plans, etc), construction management services and deliverables mostly happen concurrently over the course of the project. We would expect to do the heavy lifting on the Project Manager side before a project starts, working with the City to agree on a scope, fee, and schedule for each task order. During the pre-construction phase, our team reviews project documents, meets with the Contractor and/or Design Engineer, and prepares the project filing system (hard copy or electronic). Some of the scope of service items included in the next section will be performed throughout the project on CIP projects, with deliverables as the project goes along. An example is that daily reports should be viewable by the City the following day after work is completed. Estimates on CIP projects are completed monthly, and change order management on CIP projects occurs as circumstances arise over the duration of the project.

The Request for Proposals asks us to define the specific tasks that would be required of City staff. In general, we need the City to handle the pre-construction services of getting all necessary agreements and permits in place (Fish and Wildlife, Caltrans encroachment, etc). We can assist with this process if requested. During construction, the best aid the City can provide is to be ready and willing to discuss and make decisions on changed conditions. We feel it is our responsibility to provide recommendations and alternative solutions, but ultimately, since it's the City's money, we ask the City to make the ultimate decisions related to funding development changes requested.

We have experience fully managing projects, and we have experience where the Public Agency client takes on some of the Construction Management responsibilities to preserve budget. An example of this is our John Muir Parkway Project in the City of Brentwood. On this project, the City assumed one of the two inspection positions and helped with some of the Resident Engineer functions, like the weekly statement of working days and labor compliance, to minimize the need for full Construction Management services. In advance of each task order, we would meet with the City to agree upon a scope that clearly defines who would be responsible for various action items and deliverables.



Services Plan

SERVICES PLAN



Firm Approach

Our approach to managing this work – as we have done on many on-call contracts in the region – starts with having a “bench” of highly experienced, qualified, and dedicated professionals. This bench consists of resident engineers and inspectors with a strong reputation of success in the region and the City of Roseville itself. Once a specific project is assigned, we will offer the City the person or team best matched to the specific job requirements. The staff will serve as the City’s representatives in administering and/or inspecting the construction projects to verify that the requirements of the plans and specifications

are met, resulting in successful projects. The Psomas Team will utilize its past experience to work with the City’s Project Manager, Construction Contractor(s), Developer(s), Developer’s Representative(s) and the public to anticipate challenges and solve day-to-day issues, thus preventing them from escalating into problems.

To meet this goal we will:

- ▶ Provide a qualified team that understands the work and potential difficulties encountered during construction
- ▶ Create a collaborative team and coordinate with the contractor, City, and other impacted agencies and stakeholders
- ▶ Be proactive in identifying issues and finding solutions
- ▶ Use clear and consistent procedures to meet the project documentation requirements
- ▶ Pay close attention to oversight agency requirements and permits to protect the City from potential permit violations
- ▶ Manage changes to minimize costs
- ▶ Dedicate the team for the entire duration of the project assignment
- ▶ Always keep the City Project Manager fully informed to avoid surprises

Our service is also to provide quality assurance to the City for assets that will be constructed in City right-of-way or transferred to the City upon completion of development related projects. The process of quality assurance includes:

- ▶ Knowledge and implementation of City procedures, forms, protocol in initiating a project, monitoring performance, resolving problems, reviewing and approving submittals and closing out a project.
- ▶ Understanding the City’s design and construction standards and integrating them into the performance of the construction work to verify that the systems installed on public works and development projects meet the needs and expectations of City.

- ▶ Managing our services and other consultants that provide expertise to the City to effectively confirm quality without impacting the contractor's schedule and production.
- ▶ Constant communication with the City's representatives, and/or the Developer, and the construction contractors and community will keep everyone informed on the status of the planned work, work in progress, issues of concern, potential problems, work in dispute, closing out, and transferring the assets to the City of Roseville.



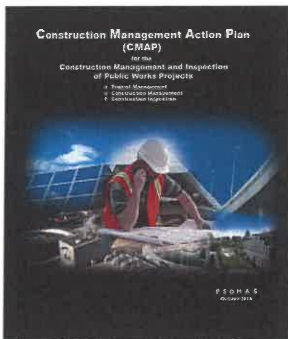
Clearing and Grubbing in Advance of Widening Work at Washington Boulevard

Psomas has been providing these identical services to local agencies, such as Placer County, PCWA, CalAm Water, City of Sacramento, the City of West Sacramento on various construction management and development projects over the past 22 years. This experience is combined with our extensive work in the City of Roseville including our work on bridge development projects over the past two years, make us intimately familiar with the documentation requirements of the city and the various regulatory agencies' permits common to construction projects in the region.

Our proposed staff has used and are very familiar with the City of Roseville General Specifications and Construction Standards; City of Roseville Land Development Manual; Design Guidelines and Development Standards; Caltrans Standard Specifications & Standard Plans; Caltrans Local Agency Procedures Manual; Caltrans Standard Test Methods; Caltrans Construction Manual & Bulletins; and the Manual of Uniform Traffic Control Devices & California Supplement. We will perform our work in accordance with the above referenced standards and project specific requirements requested. We will prepare a project specific plan through the use and customization of relevant sections of our Construction Management Action Plan (CMAP). In fact, Psomas' CMAP was created many years ago based on many of the City of Roseville requirements.

The Psomas Team will monitor onsite construction activities and its potential impact to adjoining offsite tenants, as well as interpretation and enforcement of the requirements of the approved Plans and Specifications. Psomas will observe and assess the acceptability of the Contractor's provided materials and workmanship, and will also coordinate schedule, and provide all materials and electrical testing, environmental oversight and maintain written and digital photographic documentation, as required.

In the pages that follow, we have included various items of scope often requested for task orders. Some items are typically exclusive to CIP projects and excluded from development services task orders. Where appropriate, we have noted where these scope items are typically performed, and we would set up specific scopes for each task to meet the City's needs.



CMAP

Methodology in Providing Services to the City

Task 1 – Construction Management

Progress Meetings (Typically CIP projects only)

Psomas will attend any pre-construction conferences prior to start of any construction to review contract documents and discuss coordination efforts with all entities involved. These meetings can establish managerial and administrative procedures, working relationships and outline expectations to verify a successful project for all. If requested, Psomas can prepare and distribute meeting agendas and minutes. If the project is divided into multiple phases of construction. It is our experience that pre-construction conferences for each phase are helpful as issues, requirements, personnel, etc. may be unique for each phase and pulling the team(s) together at the onset typically avoids confusion and maximizes efficiency of the start of each phase.

Psomas' Team can conduct or attend weekly progress meetings with all parties involved in the project. Pending and/or new items requiring resolution are discussed and all logs (i.e. submittal, RFI, correspondence, etc) are reviewed to track issues to resolution and are typically discussed at these weekly meetings. Also, Psomas can meet with interested citizens, property owners, and nearby businesses or schools as necessary.

Document Review (CIP and Development)

If requested by the City, Psomas can provide a constructability review of the design documents prior to finalizing them for bid or allow developers to proceed with planned work. The major purpose of the review is to identify potential conflicts, errors, or improvements that could save construction costs and help eliminate potential problems encountered during construction. Our review comments would be delivered to the City/developer prior to 100% design, then the final documents would be reviewed to verify the comments were addressed. Another benefit is that it allows our staff to become very familiar with the project in advance of construction.

We also will review other related documents such as encroachment permits, environmental regulations specific to the project, and SWPPPs to verify our inspection staff is aware of all affected agency requirements. Our goal is to not only deliver a quality project that meets the design but to deliver it without any violations.

Documentation of Pre-Construction Conditions (CIP and Development)

Prior to commencement of construction, Psomas' Team will document pre-construction conditions with both written notes, photographs, and video. This documentation is necessary to assure the project is restored to its pre-existing condition upon completion and to protect against potential claims.

For each task order, Psomas proposes to meet with City staff and the Design Engineer (CIP work) to present a documentation plan prior to proceeding with

taking photos or video. The purpose will be to gather feedback on specific areas of concern that could otherwise be overlooked. This will ensure a detailed level of documentation is provided.

Psomas will document pre-construction conditions using photographs, written notes and video. The entire site will be videotaped including any offsite areas that may be affected. Special or sensitive areas will be noted and extra documentation will be provided. Copies of all documentation, including photographs, notes and video, will be maintained in our Roseville office. During project closeout this information will be given to the City's Project Manager and become property of the City if requested.

Communication and Administration, Submittals and Clarifications (RFIs) (Typically CIP Projects)

We will manage all communication with the contractor, developer, and other stakeholders as appropriate. For CIP projects, we would propose using Procore for expediting key project correspondence. This is a very user-friendly program and is available to the contractor, City, and other allowed entities. This allows the contractor to upload submittals, pay requests, Requests for Information (RFIs), and related documents. DTS automatically notifies reviewers and tracks each document or issue to resolution.

Psomas develops a submittal distribution list to identify parties responsible for review and acceptance. In cases where City departments, utilities, or the developers designer must review a submittal, we briefly review for completeness then forward submittals to the appropriate individual. Upon receipt of the reviewed submittal, Psomas forwards it to the contractor. A complete log of each submittal's status (i.e. approved, approved as noted, etc.) is maintained in DTS. Shop drawing, shop drawing resubmittals, shop drawing review, and submittal list logs are used to track submittals. Outstanding submittal issues are addressed at each weekly progress meeting.

RFIs received from the contractor are also automatically logged and then reviewed and responded to in a timely manner by the assigned Psomas staff. In some cases, the RFIs may need to be forwarded to the designer of record for response. All related transmittals/responses will be tracked and reviewed at each weekly meeting with copies forwarded to the City's Project Manager.

Contract Modifications/Contract Change Orders/Claims/Disputes (CIP Projects)

Our assigned staff, with concurrence from the City Project Manager, can use DTS to track potential change orders (PCOs). Issues are given a PCO number and then reviewed in detail with the City's Project Manager and responsible design engineer. Our staff prepares a recommendation to accompany each PCO upon its submittal to the City. Corresponding cost analysis, time and schedule impacts, field reports, correspondence, and supporting calculations are tracked in DTS and placed in the project files

with each approved change order or potential claim issue. Approved PCOs that result in change orders are issued in a format acceptable to the City. Rejected PCOs tracked as potential claims for further evaluation. Psomas' team investigates and offers resolution to these potential claim issues promptly. Psomas provides prompt review of any additional cost claims from the contractor, develops an independent estimate, and provides a recommendation to the City. Psomas performs claims administration (including coordinating and monitoring claims response preparation), logging claims, and tracking claims status. The status of any outstanding claims are readily available in DTS and included in Psomas' monthly report (if such report is required) to the City. Our foremost concern is to always protect the City's interest and resolve each issue as soon as possible while concurrently developing a reasonable, contractually supportable resolution.

Schedule Review (CIP and Developer Projects)

Psomas staff take an active role in reviewing and monitoring the contractor's actual progress in relation to their submitted CPM baseline schedule. We believe strongly that the contractor's schedule is a critical part of the success of the project; therefore, we pay our utmost attention to verify that it is kept up-to-date and that it is a true representation of the current project status. Time impacts to the schedule from outside agencies, weather, contract change orders, work delays, or accelerations based on actual operations are recorded and negotiated where necessary. The contractor is advised of any schedule slippage and may be required to develop a recovery schedule.

As-Built Management (CIP and Developer Projects)

In most contracts, the contractor is required to maintain as-builts and deliver them at contract acceptance. Psomas staff will maintain our own set of drawings, noting changes, clarifications, and other information to aid in reviewing the Contractor's as-builts. Depending on the length and complexity of the contract, this review will take place at closeout or monthly prior to approving progress payments. Alternatively, staff can maintain the formal as-builts and submit them in accordance with the City's required format.

Payment Request Management (CIP Projects)

Monthly progress pay estimates are generated each month by our construction staff based upon an accepted schedule of values submitted by the contractor and the contract bid items as presented in the contract specifications. Our staff track contract items on a daily basis and report quantities when applicable on their daily inspection report. All monthly payment requests received from the contractor are verified as to reasonableness, differences will be negotiated with the contractor, and quantities submitted are supported by field-measured documentation prepared by our inspectors. Psomas will maintain cost accounting records in accordance with the City of Roseville requirements, and all calculations of quantities and documentation are in a form approved by the City during the pre-construction phase. We track all change orders, extra work requests, and claims and submit a monthly (or bi-weekly) summary report.

Final Completion & Acceptance

After substantial completion, our staff schedule a “job walk” with designated City representatives and prepare a preliminary punch list, which includes all items required to be furnished or corrected before project acceptance.

Project Closeout (CIP and Developer Projects)

At the close of each project, Psomas can provide any or all of the following items to the City’s designated representative:

- ▶ All records, maps, and plans maintained by Psomas during construction
- ▶ All approved shop drawings, submittals, and manufacturers’ literature maintained by Psomas during the construction project
- ▶ One complete set of project progress photographs bound chronologically, as well as pre-construction and progress video
- ▶ One set of record drawings of as-built changes in red pencil
- ▶ All original documents generated during the project, including daily inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondence, and other documents related to the construction work, as it was installed

Breach by Construction Contractor (CIP Projects)

Psomas strives to resolve all issues as they arise and reach the end of the project with no unresolved disputes. If any post-construction disputes arise from the construction contractor during the closeout and post-construction phase of the construction contract, we will assist the City in analyzing, negotiating, and resolving the dispute. We will arrange for the City to have access to all project records developed during the construction phase and render all other assistance as needed or requested by the City.

Task 2 – Inspection

Field Inspection (CIP and Developer Projects)

The Psomas Team will provide competent and well trained field inspectors to observe the Contractors’ construction work on a daily basis and monitor, document and enforce the conditions of the approved project plans and specifications. The field inspectors will be familiar and well informed with City of Roseville General Specifications as well as Caltrans Standard Specifications. Psomas will inspect constructed facilities prior to burial and observe tests required to be performed by the Contractor or referenced in the plans and specifications

Psomas’ Team is experienced and qualified to inspect all the items of work identified in the Specific Plans. These items of work include; grading, environmentally sensitive issues, wet and dry utilities, bridges and walls, traffic signalization, road construction, sewer facilities and park facilities.

As part of Psomas’ dedication and commitment to quality and continuous improvements, we have developed an extensive list of over 30 Quality Control

PSOMAS

INSPECTOR'S FIELD REPORT

Date: 8/2/2012
Caltrans Working Day: 650

1895 Central Express Lane, Suite 200
Folsom, CA 95630
916.278.9522

Project Name: Bridge Replacement Project on Brewer Road
Contractor: Viking Construction
Project No: 680-5859 (R&T) and 680-5859 (P&I)
Weather Conditions: Clear

Center: Placer County
Subcontractor(s):
Contract No: 1317
Temperature Range: 50 - 100

CONTRACTOR ACTIVITY (Please time stamp observations by indicating time at beginning of each new item):

6:00am - Contractor arrives to site. Markham Review to continue installation of sit fence and dewatering. Contractor continues to dig trenches for the sit fence on the NE side.
The north side ditches at Markham Review are both filled with water. The water on the NW side is not significant enough to restart the dewatering process.
7:00am - Contractor sends one laborer to King Slough to pump out a small amount of water from the NW ditch.
9:00am - Contractor delivers additional gravel bags to the Markham Review site. Contractor also pumps out the water from the NW ditch within 15 minutes.
10:30am - Contractor continues to dig trenches at Markham for the sit fence installation. They also begin installing the sit fence.
12:00pm - Contractor places additional gravel bags in the NE ditch work area and pumps out the standing water.
2:00pm - Contractor clears up the Markham site and monitors to King Slough to check on the NW ditch. They pumped a small amount of water from the NW ditch around the temporary pile.
3:00pm - Contractor begins to lay the fiber roll in the newly cut ditch and stake it to the ground.

SUBCONTRACTOR ACTIVITY (Please time stamp observations by indicating time at beginning of each new item):

6:30am - Mike Fadden Control arrives to King Slough. They begin to lay the fiber roll in accordance with Phase 1 of the SWPPP Plans. I informed them that we are only in Phase 1 and the plans do not call for fiber roll at King Slough in Phase 1. They then mobilized to Markham Review.
7:30am - Reviewed the plans with the Contractor and the location of the fiber roll. Small changes were made to the layout and the Contractor began to distribute materials. They had planned on installing the fiber roll as a Type 2 installation. However the plans call for a Type 1 installation. They were not prepared for this and had to send one laborer back to their office to get additional equipment.
10:00am - Laborer return with a bobcat and trenching attachment. They begin to trench for the installation of the fiber roll.
11:00am - Contractor begins to lay the fiber roll in the newly cut ditch and stake it to the ground.

Bridge Replacement Project - Brewer Road Over King Slough and Markham Review

Page 1 of 6

Inspector Final Report

Checklists for use by the inspectors in their daily work. These checklists provide a guideline for items the inspector is to observe and document for various phases of construction, or major components of the work, and will be utilized on the projects.

In addition, our inspectors will document all special situations with digital photographs or video depending on what's most appropriate. Digital photographs will be taken on a regular basis to document the progress of the projects and will be stored and provided to the City in digital format on a regular basis or at the close of each project along with all other digital data.

Inspection staff will coordinate and monitor field and laboratory testing of soils, backfill, asphalt, concrete, sewer and water systems, traffic signals and other testing required by law and the approved plans and specifications. Our inspection staff will also coordinate and monitor utility tie-ins, coordinating that appropriate representatives are present and testing and procedures required are conducted.

The Psomas Team will prepare inspection reports and diaries of the Contractor's construction activities daily. On each first day of any working week, the previous week's daily reports and diaries will be submitted to the City's Project Manager if requested. Psomas will document any defective work and monitor the work is repaired to the City's satisfaction and the quality of such work is in accordance with the approved plans and specifications.

The daily inspection reports will include, at a minimum, the following information:

- ▶ Contractor activities
- ▶ Weather conditions
- ▶ Discussions with the contractor
- ▶ Discussions with the public
- ▶ Discussions with outside, overview agencies
- ▶ Problems and issues dealt with
- ▶ Changes
- ▶ Existing utility conflicts
- ▶ Manpower and equipment, only as determined to be pertinent
- ▶ Any other information necessary to create a satisfactory record of the day's activities at the project site in accordance with standard inspection practices.

All verbal instructions and pertinent conversations with Contractor/Developer representatives will be backed-up in writing, and will be justified by the approved plans and specifications.

Final Completion and Acceptance (CIP and Developer Project)

When the project reach substantial completion, Psomas will schedule "job walks" with the City Project Manager and will request input from all City

Departments needed to prepare a project “punch list”. This list will include all items required to be furnished, finished or corrected before project acceptance, and submit the list to the contractor. Following the Contractor’s notice of satisfactory completion of punch list deficiencies, Psomas will conduct a final inspection. Once all items are complete, Psomas will submit to the City stating that to the best of our knowledge and belief, after diligent investigation including satisfaction of its other obligations under the agreement, the project has been completed in accordance with the Plans and Specifications and recommends acceptance.

Other Tasks

In addition to the above items, Psomas will provide the following.

1. We will monitor the Contractor’s coordination with various utilities on an ongoing basis. All interaction with utilities will be documented in progress meetings and in daily reports.
2. Traffic Control and Erosion Control measures will be monitored on an ongoing basis.

Project Closeout

All original documents generated during the project will be provided to the City including daily inspection reports, summaries, reports, testing documents, meeting minutes, agendas, clarifications, schedules, correspondence, and all other documents generated during construction and installation.

The Psomas Team will review for accuracy draft record drawings of as-built changes submitted by the Engineer of Record. Upon Psomas’ completed review, we will transmit the record drawings with any comments to the Engineer for use in preparing the final Record Drawings.

Work Schedule of Tasks

In a typical Capital Improvement Project (CIP) or Developer-sponsored project, the schedule of construction is dictated by the City or Developer and Psomas monitors the schedule throughout construction, making all efforts to help the Contractor stay on schedule. With respect to Psomas schedule of required tasks, these are typically broken down as we have on the previous pages into Pre-Construction, Construction, and Post-Construction activities. However, within that subset there are individual timelines and deliverable milestones, such as:

- ▶ Daily Reports – Completed and submitted, as one would expect daily. By keeping up on reports, the City or other stakeholder can get a clear picture of the work going on during a given day.
- ▶ Weekly Meeting Agendas and Minutes – On Capital Improvement Projects, our CM team typically manages the weekly meetings and provides minutes to all attendees and interested stakeholders.
- ▶ Monthly Estimates – Again only for CIP’s – During the month our inspectors measure and track items of work on a daily basis, which leads to quantity sheets that get uploaded into a monthly payment estimate.

This is not used on Development Projects since the Contractor is billing the Developer directly for work completed.

- ▶ Other Caltrans/Federal Documentation – Again only for CIP's – The Caltrans Construction Manual and Local Assistance Procedures Manual include deliverables and timelines for various management reporting that is required for any project that will be audited. Forms include weekly statements of working days, labor compliance reviews and interviews, stormwater inspection reports, material summaries and test results, change orders, etc.

For any Capital Improvement Project task order, Psomas will meet with the City Project Manager to go over a “full scope” of services to determine which tasks will be required to meet the City’s needs.

Staff Assignments for Individual Tasks

Staff assignments will vary greatly depending on the project (CIP or Developer) as well as the size. For a small development task order, Psomas could be asked to provide a part-time or full-time inspector. That inspector could be responsible for:

- ▶ Daily reports
- ▶ Coordination of Material Testing
- ▶ Review of submittals and RFI's
- ▶ Coordination with the Developer's Designer
- ▶ Coordination with City staff

For large development task orders, the deliverables could be the same but could involve more staff. In years past in the City of Roseville and other locations, development has sometimes been so active that we've had inspectors reporting up to a Psomas Lead Inspector, with that Lead Inspector serving as the “point person” for discussions/coordination with the Developers, City, and other stakeholders. Our development task orders could also include professional staff. An example of this is the recent bridge work we've done for the City over the past two years, with an on-site inspector being supported by a licensed Civil Engineer serving in the role of Structure Representative. For professional staff, additional duties might include:

- ▶ Coordination of changed conditions with the Developer's Design Engineer
- ▶ Performing technical calculations like deck grades, falsework reviews, or temporary shoring
- ▶ Supervision and oversight of technical field conditions, like coring, falsework erection, deck pours, etc.

For Capital Improvement Projects, a scope of services could include a team of individuals including subconsultants. One of our proposed subconsultants (Argonaut Ecological) is an expert with stormwater and biological mitigation requirements. Our other subconsultant (Albat) can help us with project management and DBE goal attainment. On a typical CIP Project (the Washington Boulevard Improvements Project, currently underway for Roseville is a good example), might include a part-time Resident Engineer, a part-time Office

Engineer, and a full-time Construction Inspector. Duties for a project like this might include:

Resident Engineer

- ▶ Project Management
- ▶ Point of contract for City, Contractor, Stakeholders
- ▶ Manage estimate and change order processes
- ▶ Answer and manage RFI and submittal reviews
- ▶ Review all material testing results
- ▶ Conduct weekly meetings
- ▶ Review daily reports for completeness\
- ▶ Manage schedule and perform schedule reviews

Office Engineer

- ▶ Maintain project files in accordance with City/State/Federal standards
- ▶ Review submittals and RFIs
- ▶ Support field inspection when needed
- ▶ Summarize change orders and material testing results
- ▶ Prepare quantity sheets based on information provided by field inspection

Inspector

- ▶ Perform reviews of all work in field
- ▶ Measure and track quantities
- ▶ Perform labor compliance interviews
- ▶ Coordinate material testing
- ▶ Review stormwater inspection reports and monitor compliance with required activities
- ▶ Review traffic control performance and coordinate with City's traffic management department
- ▶ Track any potential change order work and review change order requests

Again, these are general tasks and deliverables for a generic project (Developer or CIP). For each task order, as we have done for several years with the City of Roseville and other agencies, we will work to create a specific scope of work that will provide the necessary services in a cost effective manner.

Equipment

Psomas employees are equipped with the equipment necessary to accomplish our tasks. This includes safety PPE, measuring tapes, measuring wheels, probes (for checking compaction or wet grade), computers, and cell phones with mobile hot spots. Our employees also have access to other equipment needed less often, like survey equipment (for checking grade), a 12' long straight edge (for checking

smoothness, etc). If specialty equipment is needed, Psomas typically enters into a subconsultant agreement. An example of this would be gamma-gamma testing for wet Cast-In-Drilled-Hole piles, where there are firms that specialize in this work and can therefore perform it at lower costs.

Psomas employees are periodically trained to keep them up to speed with changes in construction. Our Engineers and Office Engineers attend the Caltrans RE Academy and the Structure Construction Winter Meetings. Our field staff all have defensive driving, OSHA-10, and CPR training. When required for specific tasks, we provide additional training as needed, including confined spaces or stormwater inspection training. Our CM management provides winter training on new construction activities, such as cold in place paving, warm mix asphalt, use of fiber in structure concrete, etc. We know we can provide the best service to our clients if our people are well trained, and our employees stay at Psomas because we continually look to develop their skills across the board.

EXHIBIT “B”

F

Cost Proposal

COST PROPOSAL

Note: A detailed Cost Proposal will be provided once a specific project is determined and a Task Order is defined.

PSOMAS

Construction Management Group Northern California Region

Hourly Rates

\$ 94 - \$ 110	- Administrative Assistant
\$ 186.00	- Prevailing Wage Construction Inspector (7/1/21 - 6/30/22)
\$ 195.00	- Prevailing Wage Construction Inspector (7/1/22 - 6/30/23)
\$ 204.00	- Prevailing Wage Construction Inspector (7/1/23 - 6/30/24)
\$142 - \$ 189	- Assistant RE / Office Engineer
\$194 - \$ 225	- Resident Engineer/Construction Manager
\$205 - \$ 247	- Senior Resident Engineer
\$247 - \$ 268	- Project/Contract Manager
\$247 - \$ 288	- Principal-In-Charge

Reimbursables

Rates include miscellaneous related costs: overhead, fringe benefits (workers compensation, medical insurance, vacation, sick leave, etc.), home office administration, insurance, home office support, vehicle, cell phone, digital camera, supplies and standard tools and equipment. All other direct expenses will be billed at cost plus 10%.

The above schedule is for straight time. Overtime rates for prevailing wage inspection will be charged at 129 percent of the standard hourly rates. Sundays and holidays will be charged at 170 percent of the standard hourly rates. Overtime for Resident Engineers, Project Managers, and Principal in charge will be charged at the standard hourly rate.

The CI rates above reflect planned increases to prevailing wage inspection rates. For other positions, a 5% increase for each staff person is typical and covered by the range bands shown above. The rate for Prevailing Wage Construction Inspector is in compliance with SB1999 pertaining to prevailing wage requirements.

A shift which commences after 2:00pm or before 4:00am, during any twenty-four hour period, commencing at 12:01am is subject to a twelve and one-half percent (12.5%) differential.

Key Staff Availability

Below we included an availability chart for our key staff. Many staff members are shown with less than 100% availability for this year alone. These people are committed to projects right now, but those projects will be ending between November and early Spring 2022.

Key Staff	Availability			
	2021	2022	2023	2024
Brian Frাগiao Project Manager – Psomas	40%	40%	40%	40%
Tim Grossmann Deputy Project Manager – Psomas	0%	100%	100%	100%
Daniel Albright Resident Engineer – Psomas	60%	100%	100%	100%
Joe Romer Construction Inspector – Psomas	50%	100%	100%	100%
Anthony Owens Construction Inspector – Psomas	100%	100%	100%	100%
Luke Wallace Construction Inspector – Psomas	50%	100%	100%	100%
Steven Gunn Construction Inspector – Psomas	25%	25%	100%	100%
Shaun Johnson Construction Inspector – Psomas	100%	100%	100%	100%
Hamid Zolfaghari Construction Inspector – Psomas	25%	25%	25%	25%
Dan Fravel Construction Inspector – Psomas	25%	25%	100%	100%
Bill Starck Construction Inspector – Psomas	25%	25%	25%	25%
Ronald Kam Construction Inspector – Psomas	25%	50%	50%	50%
Tatevik Janvelyan Assistant Resident Engineer/Construction Inspector – Albat	100%	100%	100%	100%
Kathy Kinsland Environmental – Argonaut Ecological Consulting, Inc.	50%	50%	50%	50%

Argonaut Ecological 10-H4

EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

Please Note: Consultant completes all items in yellow highlight

CONSIII TANT	Amount of Ecological Consulting, Inc.	DATE
DDMMYY		DDMMYY

CONTRACT TYPE _____ (LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)

PROJECT NO. _____ CONTRACT NO. _____ DATE _____

Prime Consultant's Participation Amount: \$

Loaded Rate Calculation

Non Exempt Employee Loaded Billing Rates

A. Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Fringe)

B. 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + 50 or 100 Actual Hourly Rate * Delta Base * (Applicable Multiplier Delta Fringe)

Exempt Employee Loaded Billing Rates

C. Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

Hourly Wage Survey Data - 2023															Annual Summary & Analysis									
Office Name/Classification	Effective Date of Hourly Rate	Prevailing Wage Rate by State DTR		Employee Actual Rate		DELTA (TOTAL) = Employee Total Rate - DTR		DELTA (BASE) = Employee Base - DTR		APPROXIMATE DELTA PRICING = DELTA BASE - DELTA Employee Base		Loaded Hourly Billing Rate		Hourly Rate for Class		Hourly Rate Increase	Hourly Rate Decrease	Hourly Rate Average	Hourly Rate Range	Hourly Rate Class				
		State DTR	Employee Actual Rate	DELTA (TOTAL)	DELTA (BASE)	APPROXIMATE DELTA PRICING	Loaded Hourly Billing Rate	Hourly Rate for Class																
Detailed Data by Office/Classification																								
Kathy Kristian, CIBEC Blanchard/Estimote	1/1/2021	From	To	State DTR	Employee Actual Rate	DELTA (TOTAL)	DELTA (BASE)	APPROXIMATE DELTA PRICING	Loaded Hourly Billing Rate	Hourly Rate for Class	Hourly Rate Increase	Hourly Rate Decrease	Hourly Rate Average	Hourly Rate Range	Hourly Rate Class	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate				
		1/1/2021	12/31/2021	\$33.65	NA	\$15.41	NA	\$46.08	NA	NA	\$11.49	\$58.49	NA	NA	\$7.43	NA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
		1/1/2022	12/31/2022	\$33.65	NA	\$15.41	NA	\$46.08	NA	NA	\$11.49	\$58.49	NA	NA	\$7.43	NA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
		1/1/2023	12/31/2023	\$33.65	NA	\$15.41	NA	\$46.08	NA	NA	\$11.49	\$58.49	NA	NA	\$7.43	NA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
[example]	1/1/2024	From	To	State DTR	Employee Actual Rate	DELTA (TOTAL)	DELTA (BASE)	APPROXIMATE DELTA PRICING	Loaded Hourly Billing Rate	Hourly Rate for Class	Hourly Rate Increase	Hourly Rate Decrease	Hourly Rate Average	Hourly Rate Range	Hourly Rate Class	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate				
		1/1/2024	12/31/2024	\$33.65	NA	\$15.41	NA	\$46.08	NA	NA	\$11.49	\$58.49	NA	NA	\$7.43	NA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
		1/1/2025	12/31/2025	\$33.65	NA	\$15.41	NA	\$46.08	NA	NA	\$11.49	\$58.49	NA	NA	\$7.43	NA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
		1/1/2026	12/31/2026	\$33.65	NA	\$15.41	NA	\$46.08	NA	NA	\$11.49	\$58.49	NA	NA	\$7.43	NA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			

1. Prevailing Wages specified are based on current DIR determination. Any future DIR escalation of prevailing wage rates will be reflected in the loaded rates
2. "NC" denotes No Charge for work more than 8 hours per day and for weekends and holidays for this contract only.
3. The billing rates shown in this cost proposal for field staff entitled for PW rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
4. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on 8/30/20. Caltrans Contract Manager's preapproval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and submitted based on their actual hourly rates on 8/30/20. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.

For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.

For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follow:
Billing rate for travel time = Loaded Rate Formula "C" above.

All travel time, outside of the regular work day, will be billed without the application of overhead as follows: Billing Rate = (Actual Hourly Rate) (1 + Fee) + (Delta Base + Delta Fringe)

F or Non-exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as follows:

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

JUST ONE OF THE ABOVE LISTED CONTRACT TYPES IS

CONTRACT TYPE

PRIME	SUB	X
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3	3	3
4	4	4
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99	99	99
100	100	100

CONSULTANT _____ Album

[illegible][illegible]

For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula *C above.

For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follow:
Billing rate for travel time = Loaded Rate Formula "C" above.

All travel time, outside of the regular work day, will be billed without the application of overhead rate as follows: $\text{Billing Rate} = (\text{Actual Hourly Rate}) (1 + \text{Fee}) + (\text{Delta Base} + \text{Delta Fringe})$

For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate. If a, without the

RESOLUTION NO. 22-074

APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND
BETWEEN THE CITY OF ROSEVILLE AND UNICO ENGINEERING, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, an on-call professional services agreement to provide construction inspection services, by and between the City of Roseville and UNICO Engineering, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ON-CALL PROFESSIONAL SERVICES AGREEMENT

Construction Inspection Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and UNICO
Engineering Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal #06-006 for professional services
consisting of on-call construction inspection services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated
November 12, 2021, which describes the scope of services to be performed by CONSULTANT,
and the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional
construction inspection services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on
December 31, 2022. The City Manager may, in his or her 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.
Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one, or more than one consultant from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed five hundred thousand dollars per year (\$500,000). Total compensation for optional renewal years of this Agreement shall not exceed five hundred thousand dollars per year (\$500,000). Total compensation for the full term of this agreement, including optional renewal years, shall not exceed two million five hundred thousand dollars (\$2,500,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

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 sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

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

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. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or

expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at

the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

10. 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.

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

12. 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.

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

14. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

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

15. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage,

brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

18. Termination of Agreement. 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. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

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

CITY OF ROSEVILLE

Orville Chatterton
Construction Inspection Supervisor
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Cesar Montes de Oca
President
110 Blue Ravine Road, Suite 101
Folsom, CA 95630

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

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

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

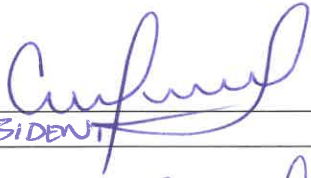
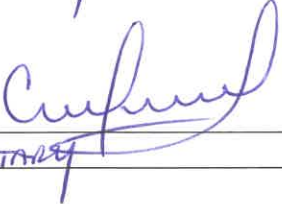
CITY OF ROSEVILLE, a
municipal corporation

UNICO ENGINEERING INC., a
California corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
HELEN DREYER
Acting City Clerk

BY: 
its: PRESIDENT
and
BY: 
its: SECRETARY

(SIGNATURES CONTINUED ON NEXT PAGE)

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
MIKE ISOM
Development Services Director

EXHIBIT “A”

November 12, 2021

Orville Chatterton | Construction Inspection Supervisor
City of Roseville
Development Services Department
311 Vernon Street
Roseville, CA 95678

Subject: Proposal to Provide On-Call Construction Inspection Services

Dear Mr. Chatterton,

As economic and residential growth continue throughout the City of Roseville (City), construction inspection services are needed to assist the City in overseeing the multitude of development activities. UNICO Engineering (UNICO) has a proven track record of delivering on-call construction management and inspection services for numerous development projects throughout the Sacramento Region, including the Folsom Ranch Plan Area (Folsom), Twelve Bridges Community (Lincoln), Mitchell Farms Subdivision (Citrus Heights), and Spring Lake Development (Woodland). We intend to leverage this expertise for this on-call contract.

UNICO proposes to staff this contract with a seasoned Contract Manager and familiar face to the City: **Hossein Naghibzadeh**. During his 17-year tenure with the City, Hossein provided construction management and inspection supervision of capital improvement projects and has first-hand knowledge of the City's policies, procedures, and preferences. Prior to joining the City, Hossein worked for Calaveras County where he also oversaw the construction and inspection of both capital improvement and development projects throughout the County. This expertise will be invaluable as Hossein coordinates with the City and UNICO's pool of qualified inspectors on future contract assignments.

UNICO will perform the services and adhere to the requirements described in this RFP. No addenda were posted for this procurement. UNICO is in receipt of the City's Q&A responses posted to Public Purchase on October 25, 2021. As the President of UNICO, I am the individual authorized to bind the firm into a contract with the City. Our proposal is valid for ninety (90) days from the date of submittal. For questions or clarifications regarding the contents of our proposal, please contact me at 530.903.9023 or via email at cesar@unicoengineering.com.

UNICO looks forward to working with the City. Thank you for this opportunity to present our proposal and qualifications.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cesar Montes de Oca", is written over a horizontal line.

Cesar Montes de Oca, PE
President

Tab D: Service Understanding



Tab D: Service Understanding

Project Understanding

The City of Roseville has a concerted planning effort and continues to be recognized as a great place to live in California. The City is divided into 16 sub areas, including 14 specific infill and industrial areas. In August 2020, the City Council approved the 2035 General Plan to serve as the long-term policy guide for physical, economic, and environmental growth.

The Land Use chapter of the 2035 General Plan estimates that with build-out the City will have a total population of 198,000 with approximately 75,200 dwelling units, 60 million square feet of non-residential building square footage, and between 120,000 and 150,000 local jobs. These numbers represent an estimated increase from 52,900 to 75,200 dwelling units between 2016 and 2035. This significant growth will require the City to tap into as-needed inspection resources from consultant teams to verify that new development projects meet City Standards.

The City's Development Services Department is tasked with managing numerous projects annually and oversees the Building Division, Engineering Division, Planning Division, and Code Enforcement options.

Project Approach

To assist in the delivery of various development projects for the City with minimal oversight, UNICO Engineering (UNICO) proposes a team of veteran construction inspectors led by a tenured Contract Manager. Formerly with the City of Roseville, **Hossein Naghibzadeh** brings in-depth knowledge of City staff, City projects, and City preferences. While with the City, Hossein oversaw the construction management and inspection of numerous high-profile public works projects, including the Pleasant Grove/SR 65 Bridge Widening, Historic District Streetscape, and Vernon Street Streetscape.

UNICO's inspectors have years of experience providing construction inspection services for various local municipalities throughout the Sacramento Region, and embody four key criteria necessary to assist the City with this contract:

- **Extensive Construction Knowledge:** Each inspector proposed brings a minimum of 15 years of experience (many have more than 30) as former public agency, contractor, and/or construction management staff. These individuals are currently working on new development projects throughout the region (Folsom, Lincoln, Citrus Heights, Woodland, Loomis, Colfax, and Elk Grove), and are adept at confirming that the requested facilities are built according to the approved plans and no substitutions in materials are allowed unless approved by the City.
- **Clear, Direct, and Personable Communicators:** As representatives of the City, UNICO inspectors understand the important role they play in communicating clearly and effectively with construction personnel, project stakeholders, and the general public. UNICO's inspectors thoroughly document daily construction activities and materials on-hand, as well as maintain professionalism when providing project updates to interested parties.
- **Ability to Work Independently:** During this fast-paced development period, UNICO's inspectors are able to unburden City staff by working cohesively to implement SWPPP and BMP requirements with minimal City oversight. UNICO's unique experience inspecting development projects, as well as federally-funded projects gives our inspectors the ability to perform their duties in the most efficient way in accordance with City, State, and Federal standards.
- **Availability to Inspect Concurrent Assignments:** UNICO's construction management team includes a combination of more than 40 Resident Engineers, Assistant Resident Engineers, Structures Representatives, Construction Inspectors, and Office Engineers. We are able to provide multiple staff to cover multiple project locations concurrently and can staff-up on assignments during key construction activities to maximize coverage.



Anticipated Challenges

The UNICO team is adept at trouble-shooting and managing challenging assignments. The table below identifies several potential challenges that are common on development projects, as well as our proven solutions gained from prior project experience.

Challenge/Issue/Constraint	Approach to Resolution
Materials: With various contractors working for developers, verifying that City-approved materials are used is critical.	UNICO's inspectors will become familiar with the pre-approved and standard materials list. Prior to installation or construction, material compliance will be verified. Approved submittals will be requested for materials not in the approved or standards list. If the approval is not received in a timely fashion, the contractor will be notified that the material is out of compliance and rejected, if not approved by the City.
Location of Final Utilities/Facilities: Understanding the location of the installed underground utilities provides value for locating them in the future for maintenance.	Based on UNICO's experience with the large Folsom Ranch Plan Area, one of our inspectors has the additional responsibility of utilizing a survey accurate GPS rover to collect the location and elevation of the installed utility. In various instances, the information has been used to precisely locate a valve or mitigate a conflict. The collected data is provided to the City to be added to their GIS system.
Throwaway Improvements: Understanding the construction process reduces impacts to newly constructed improvements and avoids "throwaway" items.	UNICO's inspectors understand the construction process and can foresee impacts to newly constructed infrastructure. We routinely make recommendations to agency staff to minimize impacts to recently completed work. The goal is to reduce the number of items that need to be repaired and maximize the service life of the items accepted by the agency.
SWPPP: Compliance will be challenging for fast moving grading and the underground work that could take place during the rainy season.	Our inspectors have extensive experience with SWPPP and water quality compliance during construction. During construction, our inspectors will work with the contractor to confirm that the site is ready prior to rain events and will maintain appropriate BMPs during rain events.
ADA Compliance: Improvements must be made in compliance with ADA standards.	UNICO will complete inspection forms for ADA improvements, including documenting key slopes and dimensions that are governed by ADA standards. UNICO will measure these key criteria at the construction stage, then again at the finish stage to confirm compliance.

Tab E: Services Plan



Tab E: Services Plan

Based on UNICO's previous experience providing similar services for private development projects, we understand the importance of selecting the right individual to inspect and confirm on behalf of the City that the infrastructure meets City standards. Our team understands that for this contract, we are not managing the construction contract between the City and the Contractor, but are responsible for the quality of the construction products and materials.

UNICO's approach to on-call construction inspection service contracts is to provide a dedicated contract manager, carefully select staff for the project, and manage quality.

Dedicated Contract Manager

For this project, **Hossein Naghibzadeh** will be the Contract Manager. As a former City of Roseville employee, Hossein has extensive knowledge of City policies, procedures, and preferences. In addition, Hossein knows Orville Chatterton and several other members of the City's Development Services Department. These personal connections, existing communication lines, and City knowledge will provide for a quick project start and streamlined coordination of assignments.

Staff Selection

We understand that privately funded land development projects are fast-paced, and in some instances, project owners will proceed at their own risk with contractors that do not have to be selected through a formal bid process. UNICO has extensive experience managing this type of contract.

Our philosophy is to act as an extension of staff, focusing on responsive and responsible service.

For inspection, our success depends on the staff we select for each project.

For privately funded land development projects, our preferred inspectors have extensive experience and knowledge working for contractors. These inspectors specifically have previously performed the roles of foreman and superintendents for contractors on development projects or are seasoned inspectors with prior agency experience.

UNICO's inspectors understand the contract documents and fast-paced schedules, and can identify construction quality issues quickly. They also understand the balance between high production, uncompromised quality, and requirement compliance for final acceptance.

Managing Quality

We understand that it is our responsibility acting as an extension of City staff to make sure the City accepts a product that meets their standards. UNICO's inspectors will work closely with City staff and the materials testing technicians to verify product quality and provide added value by identifying materials that appear non-compliant in the field.

Our inspectors will be fully familiar with the City of Roseville's General Specifications and Construction Standards, Land Development Manual, Design Guidelines and Development Standards, and the project specific approved plans. Materials and construction products out of compliance will be immediately identified and documented, and until full compliance is achieved, acceptance by the City won't be recommended.

Our inspectors will act as an extension of staff and will communicate and collaborate with the City's inspectors to have consistency when interpreting and enforcing standards and quality expectations. Additionally, they will communicate with staff regarding other private development projects to understand trends and issues that may arise from contractors.

Scope of Services

Our scope of services outlined below describes our inspector's responsibilities for each phase of the construction phases. The staff assigned to the services below are listed in **Tab C: Qualifications of Team**.

Pre-Construction

- **Document Existing Conditions:** Prior to the beginning of any construction activities, our inspectors will document existing conditions with photographs and video. Any sensitive areas, adjacent improvements, utility markings

or facilities will receive special attention and documentation. The intent of this documentation is to provide a baseline and provide clear direction to the contractor when restoring areas affected by the construction. Additionally, our inspectors will meet with City staff to document any concerns or additional information that may not be apparent during a walk-through.

- **Documents Review:** Our inspectors will review the project plans, specifications, submittals, RFIs, clarifications, available utility records, reports, and schedules to become familiar with the project details.
- **Pre-Construction Meeting:** Our inspectors will attend the pre-construction meeting and provide assistance to the City.

Deliverables:

- Pre-construction photos and videos
- Meeting attendance and participation

During Construction

- **Inspection:** Perform construction inspection of work performed by the contractor to confirm compliance with the plans and standards. Document construction progress and construction quality in daily inspection reports (DR). DRs will be available for review by the City by the following day. UNICO will take photographs and record video during construction. Photographs will be included in the daily reports and electronically filed in the project folder. UNICO will monitor water pollution control BMPs.
- **Meetings:** Our inspectors will attend the construction progress, utility coordination, and other meetings and assist the City, if necessary.
- **Materials Testing:** UNICO's inspectors will coordinate, monitor, and intermittently observe the Contractor's materials testing services provider. The inspectors will verify that the materials testing technicians are properly certified and conducting the correct test at the right frequency. Test results and field reports will be reviewed to confirm that any areas with failed tests are corrected and re-tested.

- **Coordination:** UNICO's inspectors will coordinate with City staff to verify that utility tie-ins, traffic equipment, street lighting and other specialty facilities have the right staff present and are tested appropriately.

Deliverables:

- Daily inspection reports
- Coordination and correspondence records
- Photographs and videos

Post-Construction

- **Acceptance:** After the project is substantially complete, our inspectors will prepare a "punch list" of incomplete or unsatisfactory items and submit the list to the contractor. Once all work is satisfactorily complete, the inspector will sign off on the punch-list and recommend acceptance to the City.

Deliverables:

- Punch list



EXHIBIT “B”

Tab F: Cost Proposal





Tab F: Cost Proposal



110 Blue Ravine Rd – Suite 101
Folsom, CA 95630
916-900-6623
www.unicoengineering.com

RATE SCHEDULE					
UNICO Engineering, Inc. 2022-2024					
OVERHEAD %: 135.26% PROFIT %: 10% SCALATION % 3%					
CLASSIFICATION	DIRECT LABOR HOURLY RATE RANGE	FULLY LOADED HOURLY RATE RANGE 2022	FULLY LOADED HOURLY RATE RANGE 2023	FULLY LOADED HOURLY RATE RANGE 2024	
Principal	\$ 80.00 \$ 90.00	\$ 207.03 \$ 229.68	\$ 213.24 \$ 236.57	\$ 219.64 \$ 243.67	
Resident Engineer	\$ 65.00 \$ 90.00	\$ 168.21 \$ 229.68	\$ 173.26 \$ 236.57	\$ 178.45 \$ 243.67	
Structures Representative	\$ 65.00 \$ 89.00	\$ 168.21 \$ 227.13	\$ 173.26 \$ 233.94	\$ 178.45 \$ 240.96	
Program Manager	\$ 50.00 \$ 80.00	\$ 129.39 \$ 204.16	\$ 133.27 \$ 210.28	\$ 137.27 \$ 216.59	
Public Outreach Manager	\$ 55.00 \$ 65.00	\$ 142.33 \$ 165.88	\$ 146.60 \$ 170.86	\$ 151.00 \$ 175.98	
Contract Manager	\$ 65.00 \$ 80.00	\$ 168.21 \$ 204.16	\$ 173.26 \$ 210.28	\$ 178.45 \$ 216.59	
Assistant Resident Engineer	\$ 45.00 \$ 65.00	\$ 116.45 \$ 165.88	\$ 119.95 \$ 170.86	\$ 123.55 \$ 175.98	
Office Engineering/Document Control	\$ 30.00 \$ 45.00	\$ 77.64 \$ 114.84	\$ 79.96 \$ 118.29	\$ 82.36 \$ 121.83	
Civil/Bridge Inspector (Group 1 Prevailing Wage)	\$ 70.00 \$ 80.00	\$ 181.15 \$ 204.16	\$ 186.58 \$ 210.28	\$ 192.18 \$ 216.59	
Civil/Bridge Inspector (Group 1 Non-Prevailing Wage)	\$ 60.00 \$ 75.00	\$ 155.27 \$ 191.40	\$ 159.93 \$ 197.14	\$ 164.73 \$ 203.06	
Civil/Construction Inspector (Group 2 Prevailing Wage)	\$ 60.00 \$ 75.00	\$ 155.27 \$ 191.40	\$ 159.93 \$ 197.14	\$ 164.73 \$ 203.06	
Civil/Construction Inspector (Group 2 Non-Prevailing Wage)	\$ 60.00 \$ 75.00	\$ 155.27 \$ 191.40	\$ 159.93 \$ 197.14	\$ 164.73 \$ 203.06	
Electrical Inspector (Group 2 Prevailing Wage)	\$ 60.00 \$ 75.00	\$ 155.27 \$ 191.40	\$ 159.93 \$ 197.14	\$ 164.73 \$ 203.06	
Electrical Inspector (Group 2 Non-Prevailing Wage)	\$ 60.00 \$ 75.00	\$ 155.27 \$ 191.40	\$ 159.93 \$ 197.14	\$ 164.73 \$ 203.06	
Structural Inspector (Group 2 Prevailing Wage)	\$ 60.00 \$ 75.00	\$ 155.27 \$ 191.40	\$ 159.93 \$ 197.14	\$ 164.73 \$ 203.06	
Structural Inspector (Group 2 Non-Prevailing Wage)	\$ 60.00 \$ 75.00	\$ 155.27 \$ 191.40	\$ 159.93 \$ 197.14	\$ 164.73 \$ 203.06	
Survey Manager	\$ 75.00 \$ 85.00	\$ 194.09 \$ 216.92	\$ 199.91 \$ 223.43	\$ 205.91 \$ 230.13	
Senior Land Surveyor	\$ 50.00 \$ 70.00	\$ 129.39 \$ 178.64	\$ 133.27 \$ 184.00	\$ 137.27 \$ 189.52	
Staff Land Surveyor	\$ 40.00 \$ 50.00	\$ 103.51 \$ 127.60	\$ 106.62 \$ 131.43	\$ 109.82 \$ 135.37	
Party Chief (Prevailing Wage)	\$ 65.00 \$ 85.00	\$ 168.21 \$ 216.92	\$ 173.26 \$ 223.43	\$ 178.45 \$ 230.13	
Party Chief (Non-Prevailing Wage)	\$ 40.00 \$ 55.00	\$ 103.51 \$ 140.36	\$ 106.62 \$ 144.57	\$ 109.82 \$ 148.91	
Chainman/Rodman (Prevailing Wage)	\$ 65.00 \$ 80.00	\$ 168.21 \$ 204.16	\$ 173.26 \$ 210.28	\$ 178.45 \$ 216.59	
Chainman/Rodman (Non-Prevailing Wage)	\$ 25.00 \$ 40.00	\$ 77.00 \$ 127.60	\$ 79.31 \$ 131.43	\$ 81.69 \$ 135.37	
Draftsman/Survey Technician	\$ 20.00 \$ 45.00	\$ 51.76 \$ 114.84	\$ 53.31 \$ 118.29	\$ 54.91 \$ 121.83	
Qualified Stormwater Developer (QSD)	\$ 50.00 \$ 65.00	\$ 129.39 \$ 165.88	\$ 133.27 \$ 170.86	\$ 137.27 \$ 175.98	
Qualified Stormwater Practitioner (QSP)	\$ 42.00 \$ 55.00	\$ 108.69 \$ 140.36	\$ 111.95 \$ 144.57	\$ 115.31 \$ 148.91	
SWPPP Inspector	\$ 45.00 \$ 60.00	\$ 116.45 \$ 153.12	\$ 119.95 \$ 157.71	\$ 123.55 \$ 162.45	
Clerical	\$ 18.00 \$ 25.00	\$ 46.58 \$ 63.80	\$ 47.98 \$ 65.71	\$ 49.42 \$ 67.69	

- Reimbursement for per diem and mileage expenses shall be per the current federal reimbursement rate.
- Cost of normal survey stakes and other field supplies are included in the above rates. Special monuments, iron stakes, etc. will be charged at cost.
- Outside reproductions, services, and consultants will be charged at cost plus 10%.
- Per prevailing wage, a shift differential of 12.5% applies for any covered work shift beginning after 2PM.
- Yearly prevailing wage anticipates a 3% escalation, however increases in DIR rate determinations will be charged accordingly.

RESOLUTION NO. 22-075

APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND
BETWEEN THE CITY OF ROSEVILLE AND BLACKBURN CONSULTING, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, an on-call professional services agreement to provide materials testing services, by and between the City of Roseville and Blackburn Consulting, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ON-CALL PROFESSIONAL SERVICES AGREEMENT

Materials Testing Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation ("CITY"), and Blackburn
Consulting, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 06-007 for professional services
consisting of on-call materials testing services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated
November 12, 2021, which describes the scope of services to be performed by CONSULTANT,
and the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional
material testing services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on
December 31, 2022. The City Manager may, in his or her 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.
Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one, or more than one consultant from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed five hundred thousand dollars per year (\$500,000). Total compensation for optional renewal years of this Agreement shall not exceed five hundred thousand dollars per year (\$500,000). Total compensation for the full term of this Agreement, including optional renewal years, shall not exceed two million five hundred thousand dollars (\$2,500,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

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, caused to the extent of the CONSULTANT's 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.

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

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

5. 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.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or

expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at

the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

10. 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.

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

12. 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.

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

14. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

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

15. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage,

brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

18. Termination of Agreement. 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. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

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

CITY OF ROSEVILLE

Orville Chatterton
Construction Inspection Supervisor
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Bryce Moore
Director of Construction Services
2491 Boatman Avenue
West Sacramento, CA 95691

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

BLACKBURN CONSULTING, a
California corporation

BY: _____
DOMINICK CASEY
City Manager

BY:  PE, GE2311 1-23-22
its: _____
President
and

(SIGNATURES CONTINUED ON NEXT PAGE)

ATTEST:

BY: Wendy Supinger 1-23-2022
its: CFO

BY: _____
HELEN DREYER
Acting City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
MIKE ISOM
Development Services Director

EXHIBIT “A”

West Sacramento Office:
2491 Boatman Avenue
West Sacramento, CA 95691
(916) 375-8706



Auburn (530) 887-1494
Fresno (559) 438-8411

November 12, 2021

City of Roseville
Mr. Orville Chatterton
311 Vernon Street
Roseville, CA 95678

Subject: 6.1 COVER LETTER
Proposal for On-Call Materials Testing Services, RFP #06-007

Dear Mr. Chatterton,

The City of Roseville (City) seeks a qualified geotechnical engineering firm that specializes in materials testing services to assist the City in successful completion of Capital Improvement Projects.

For over 14 years, Blackburn has provided geotechnical engineering, geo-environmental, materials testing, and inspection services to multiple City departments. We are excited to continue these services for the City. Our strengths for this contact include the following:

- Blackburn's Current Roseville On-Call Materials Testing Contract: We currently perform materials testing for the City and know your processes and expectations. Blackburn has demonstrated responsiveness, flexibility in scheduling, and quality services on our past contracts with the City.
- Blackburn's Relationship with Roseville Staff: We have developed solid relationships with many City staff members through our many years of working together.
- Blackburn's Home Office Locations: Our West Sacramento and Auburn offices are about 25 minutes from the City's office, which promotes fast response.
- Blackburn's Invoicing Procedures: We have developed invoicing procedures in conjunction with the City's that are prompt, accurate, and easy to understand.

Firm Address: 2491 Boatman Avenue, West Sacramento, CA 95691

Contact Person

Bryce Moore, Director of Construction Services

O: (916) 375-8706, M: (916) 833-9688, F: (916) 375-8709, brycem@blackburnconsulting.com

Blackburn will perform the services and adhere to the requirements described in this RFP. We provide a signed copy of the Proposer's Certification (Attachment A) in Section G.

Please call if you have any questions. We look forward to a continued successful partnership with you.

Sincerely,

BLACKBURN CONSULTING

Robert Lokteff, PE, GE
Principal

Bryce Moore
Project Manager



TAB D: SERVICE UNDERSTANDING

TAB D: SERVICE UNDERSTANDING

The City plans to select one or more geotechnical engineering firms that specialize in material testing for roadway and related construction. The types of projects include new and existing infrastructure, private and public development subdivisions, major arterial roadways, capital improvement projects, Community Facility Districts, and Specific Plans.

Materials Testing Services Understanding

Based on our understanding of the City's needs, we will:

- Provide certified field representative and perform laboratory testing in our AASHTO and Caltrans-approved lab.
- Prepare project specific Materials Sampling, Acceptance, and testing plan if requested.
- Provide sampling, and acceptance testing in accordance with project specifications and the City's Design & Construction Standards and the Caltrans Construction Manual.
- Maintain a summary log of acceptance testing and monitor the frequency of testing is within the minimum frequencies specified in the QAP.

Earthwork

- Monitor, sample, and perform compaction testing of trench backfill, structure backfill, embankment, and sidewalk and roadway subgrade and aggregate base.
- Sample and test roadway materials for materials acceptance in accordance with frequencies of testing established in City QAP, Standard Specifications, and/or Caltrans Construction Manual.
 - Structure Backfill, Pervious Backfill, Embankments, Borrow – Sieve Analysis, Sand Equivalent, Maximum Wet Density, Relative Compaction, and R-Value.
 - Stabilized Soils: Unconfined Compressive Strength, Optimum Moisture Content, Application Rate, Uniformity of Stabilized Soil, Sieve Analysis, Relative Compaction, Maximum Wet Density.
 - Subgrade and Aggregate Base – Sieve Analysis, Sand Equivalent, R-Value, Relative Compaction, Maximum Wet Density, and Durability.
 - Reclaimed Pavements: Relative Compaction, Sieve Analysis and Cement Application Rate.

Concrete structures and pavement

- Perform batch plant sampling and inspection prior to and during concrete placement if requested.
- Sample and test freshly mixed concrete for slump/penetration, unit weight, air content, temperature, and cast compressive strength cylinders or flexural beams at frequencies established in City QAP, Standard Specifications, and/or Caltrans Construction Manual.
- Sample and test concrete aggregates for sieve analysis, cleanness value, and sand equivalent for each concrete sample or as directed.
- Perform mix design verification which can include Linear Shrinkage, LA Rattler, Cleanness Value, Sieve Analysis, Organic Impurities, Durability, Sand Equivalent, Specific Gravity and Absorption, and Soundness as directed.
- For bridges, perform efflux testing of tendon grout.

Seal Coats and Asphalt Concrete

- Perform sampling of aggregates, emulsions, oils, and rubber for seal coats.
 - Sample and test asphalt binders at least once per project if not accepted by certificate of compliance.
 - Sample and test aggregates for LA Rattler, Crushed Particle, Film Stripping, and Durability once per project and Sieve Analysis and Sand Equivalent once daily.
- Perform Job Mix Formula verification once per mix design if required. Testing in accordance with Section 39 of the Caltrans Standard Specifications.
- Perform batch plant inspection during paving operations as directed.

TAB D: SERVICE UNDERSTANDING CONT'D

- Sample and test HMA and RHMA during production.
 - Periodic temperature checks and monitor overall paving operation.
 - Nuclear density testing to confirm in-place density with contractor QC.
 - Sample HMA and RHMA for maximum theoretical density determination.
 - Perform coring of asphalt concrete for pavement density of cores if not performed by contractor quality control.

Treated Soils and Reclaimed Pavements

- Mix design review and verification.
- Nuclear density testing of treated soils.
- Application rate verification of cement, lime, or other stabilizers.
- Treatment depth verification, including using phenolphthalein spray (pH color indicator) to verify that cement or lime stabilization agents are mixed to the full treatment depth.
- For full depth reclamation with cement:
 - Verification of minimum and maximum strengths (treated remolded unconfined compressive strength tests).
 - Verification of microcracking.
- Geotechnical construction support as necessary to assist the City with resolving potential treated soil and reclaimed pavement construction issues.

Special Inspection

Miscellaneous testing of materials include:

- Sample and test masonry products such as mortar, grout, and block.
- Sample and test reinforcing steel for tensile and bend.
- Inspect reinforcing steel.
- Post-installed anchor pull testing.
- High-Strength Bolt tensile testing.
- Torque testing soundwall tension bolts.

Deliverables

Blackburn will prepare and submit:

- Daily Field Reports
- Test Location Maps
- Laboratory Test Reports
- Special Inspection Reports
- Summary Reports
- Staff and Lab certifications/approvals to the City documenting our qualifications.

Field and laboratory reports will be reviewed by Blackburn's Project Manager prior to submittal to the City.

Project Approach/Work Plan

When Blackburn receives a project from the City, Blackburn's Director of Construction Services, Bryce Moore, will determine specific technical skills and certifications required to successfully complete the work. Bryce will submit a cost proposal and detailed scope of work to the City for each project request. The proposal will include:

1. Our understanding of the project and the anticipated construction schedule.
2. A detailed scope of services including the types of materials testing services to be performed.

TAB D: SERVICE UNDERSTANDING CONT'D

3. A detailed cost estimate to complete our project services, including a breakdown of our costs by the associated construction phase and/or type of materials to be tested.
4. The name(s) of Blackburn field personnel proposed for the materials testing services on the project, including the basis for selecting a particular Blackburn staff member.

Proposed Work Schedule

Bryce will evaluate staffing needs for each project at least once a week and provide sufficient qualified field personnel to the City throughout the year. Staffing adjustments will be made as needed to increase or decrease staffing based on the contractor's schedule. Any staffing level changes will be discussed with the City before implementing the change.

Blackburn will schedule and assign projects in specific geographical areas to a primary materials tester to minimize staffing where practical. If construction schedules dictate additional materials testers are necessary, Blackburn will add selected staff to a project to ensure all materials testing needs are met as scheduled. Whenever possible, Blackburn will perform concrete sample pickup and short site visits using staff who reside in the greater Roseville area but who commute to our West Sacramento office to reduce cost to the City. The staff we will assign are identified in Tab C: Qualifications of Team.

Required Notice for Testing

We typically require 24hr notice for regular materials testing, and 48hr notice for special inspection. We do our best to accommodate short notice or "rush" staffing requests and have been able to respond to most last-minute calls. Our laboratory prioritizes construction materials laboratory tests over our in-house design project laboratory testing. We move rush construction tests to the front of the line and communicate results as soon as possible.

Major Challenges and Strengths

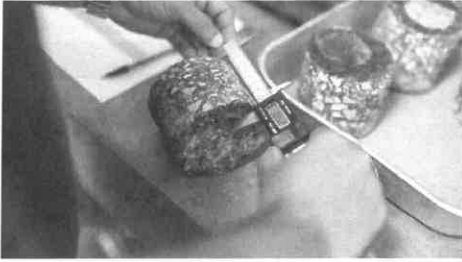
Availability of Resources

Blackburn understands public works construction, and the major challenge of anticipating field staffing levels and providing sufficient field personnel on a day-by-day or project-by-project basis. We have successfully serviced On-Call Materials Testing contracts ranging from \$2,500 to \$9M for various State and local agencies. To respond to peak project staffing during the summer and fall months, Blackburn:

- Cross-trains and certifies our field staff, laboratory staff, and junior engineers in materials testing techniques so we can provide additional qualified staff as necessary.
- Strives to assign one cross-trained technician that can perform multiple test types on multiple simultaneous projects, which supports efficiency, cost saving and clear communication.

Unforeseen Conditions

A second major challenge of on-call contracts is unforeseen conditions that occur during construction of roadways and public works projects, especially those related to unstable subgrade during or shortly following the rainy season. Field personnel have direct and quick access to senior engineers to resolve problems in an effective manner, preventing unnecessary construction delays and added cost. Blackburn's civil and geotechnical engineers have over 20 years of experience in evaluating and providing cost-effective and schedule-effective mitigation recommendations for unstable subgrade issues to expedite construction in the Placer County region. Our unique knowledge of local soil conditions, materials suppliers, and specifications allow us to provide quick response to conditions that may arise and to identify potential problems early.



TAB E: SERVICES PLAN

TAB E: SERVICES PLAN

Materials Testing Project Methodology

Blackburn's methodology to complete successful materials testing projects includes the following:

We take a partnering approach

Blackburn pursues and develops excellent relationships inside and outside our firm. These relationships are the key to our success and our clients' success. We encourage open and frequent communication between all parties regarding known or potential project issues and constraints. We provide timely and effective support and solutions.

Flexible staffing

We can reduce or decrease materials testing and inspection staff quickly to meet the needs of the City.

Thorough and timely documentation and action

We require thorough and timely reports by our materials testing and inspection staff to accurately document conditions on every project. We track all non-conformance testing and inspection items and work diligently with the City and the contractor to resolve these issues as soon as possible. Once all work is satisfactorily complete, we prepare a summary letter.

Experienced staff

Our materials testing staff is experienced at overseeing multiple projects, which allows us to cover more with less resources.

Engineering support

Our flat organizational structure provides our Director of Construction Services and field personnel with direct and quick access to senior engineers to resolve problems in an effective manner, preventing unnecessary construction delays and added cost.

Cross-trained technicians

Our field technicians are cross trained and certified to test concrete, soils, and hot mix asphalt. We can dispatch one technician to test all materials, which saves time and money.

Daily field report control

Blackburn equips field staff with laptops and cellular WIFI connection devices. This enables each materials tester to complete and transmit draft field reports and test results electronically daily. Blackburn's Project Manager reviews each draft daily field report, and submits final, signed reports for each project. Laboratory test results will be reviewed by our Laboratory Manager and/or Project Manager, prior to being transmitted electronically to City representatives on a timely basis.

Equipment and Training

Our technicians are ACI and Caltrans certified, and Blackburn will provide laptops, cellular WIFI connections, company vehicles, and the proper sampling equipment to perform the work. All equipment and material needed for testing will be supplied to our technicians for the duration of the project.

TAB E: SERVICES PLAN CONT'D

Invoicing Procedures

Blackburn will provide invoicing that meets the City's needs regarding format and content. We can customize invoicing for individual projects as needed if there are special requirements such as certified payroll and other federal funding requirements. At a minimum, Blackburn will provide invoices to the City monthly that will include the following:

- Project Name,
- Date of service,
- Citywide Project Number,
- Types of services performed,
- Person who performed the task,
- Invoice Number, and
- Test rate, and/or hourly rate.

Blackburn will provide a separate invoice for each project.

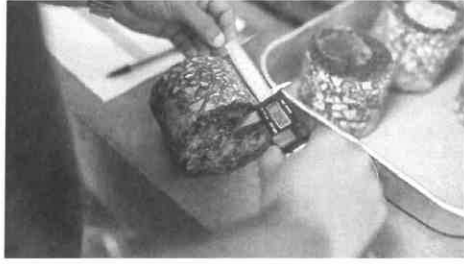
Project Closeout

After completion of each project, Blackburn will keep electronic and hard copy files of all relevant information regarding each project. Blackburn can provide summary letters of work performed, test results, and lab results if requested. If needed, we will also provide support for federally funded project audits.

Materials Testing Quality Control

To maintain standardization and control quality on materials testing projects, Blackburn hires experienced and competent technicians. All Daily Field Reports are reviewed by our Director of Construction Services and a registered engineer. This helps minimize errors and is a practical way in which our engineers provide support to and enhance the quality of our materials testing services.

EXHIBIT “B”



TAB F: COST PROPOSAL

TAB F: COST PROPOSAL

Auburn Main Office:
11521 Blocker Drive, Suite 110
Auburn, CA 95603
(530) 887-1494, Fax (530) 887-1495

West Sacramento Office:
2491 Boatman Avenue
West Sacramento, CA 95691
(916) 375-8706, Fax (916) 375-8709



Fresno Office:
4186 W. Swift Avenue, Suite 107
Fresno, CA 93722
(559) 438-8411, Alt. (559) 276-4246

2021 SCHEDULE OF FEES - City of Roseville On-Call

Geotechnical ▪ Geo-Environmental ▪ Construction Services ▪ Forensics

PROFESSIONAL HOURLY RATES:

Senior Project Manager	\$220	Construction Manager	\$180
Principal	\$250	Clerical	\$100

SPECIAL INSPECTION PERSONNEL HOURLY RATES:

Prevailing Wage

	Regular	Saturday/OT	Sunday/Holiday/2x
Construction Inspector/Group 2	\$182	\$209	\$235
Construction Inspector/Group 2 (2nd shift)	\$195	\$225	\$255
Materials Tester/Group 3	\$165	\$188	\$211
Materials Tester/Group 3 (2nd shift)	\$177	\$202	\$227

Non-Prevailing Wage

	Regular	Saturday/OT	Sunday/Holiday/2x
Construction Inspector	\$143	\$168	\$193
Materials Tester/Group 3	\$120	\$145	\$170

MINIMUM BASIC CHARGES:

Outside Equipment & Services	Cost plus 15%
Technician Services	Charge includes time from office and return to office, minimum charge - 2 hours
Overtime	Before 7:00am or after 4:00pm
Report Copies	4 Report copies provided

EQUIPMENT: (personnel not included)

Hand Sampling Equipment	\$284 / Day	Double Ring Infiltrometer Equipment	\$314 / Day
Nuclear Moisture/Density Testing	\$18 / Test	Level Survey Equipment	\$269 / Day
6" Sand Cone Testing	\$49 / Test	Pachometer	\$137 / Day
12" Sand Cone Testing	\$198 / Test	Rock Point Load Test Equipment	\$137 / Day
Coring Bit Charge	\$49 / Core	Roto Hammer	\$132 / Day
Coring Machine	\$274 / Day	Schmidt Hammer	\$112 / Day
Dynamic Cone Penetrometer	\$284 / Day	Torque Wrench	\$76 / Day
Electrical Resistivity Equipment	\$259 / Day	Seismic Refraction:12 Channel	\$487 / Day
Generator	\$76 / Day	MASW Survey Equipment	\$487 / Day
Groundwater Level Indicator	\$71 / Day	Traffic Control/Safety	\$314 / Day
Inclinometer Survey Equipment	\$659 / Day	Concrete Vapor Emission Test Kit	\$41 / Ea
pH Test Strip Package	\$61 / Ea		

Revised 11/12/2021

TAB F: COST PROPOSAL CONT'D

Auburn Main Office:
11521 Blocker Drive, Suite 110
Auburn, CA 95603
(530) 887-1494, Fax (530) 887-1495

West Sacramento Office:
2491 Boatman Avenue
West Sacramento, CA 95691
(916) 375-8706, Fax (916) 375-8709



Fresno Office:
4186 W. Swift Avenue, Suite 107
Fresno, CA 93722
(559) 438-8411, Alt. (559) 276-4246

2021 LABORATORY FEE SCHEDULE

Geotechnical ▪ Geo-Environmental ▪ Construction Services ▪ Forensics

Page 1 of 2

SOIL CLASSIFICATION		
#200 Sieve Wash	Construction Manager	\$127
Sieve Analysis to #200	ASTM D6913, CAL 202	\$196
Standard Hydrometer with Sieve Analysis	ASTM D422	\$385
Plasticity Index	ASTM D4318	\$279
Specific Gravity - Soils	AASHTO T100	\$122
MOISTURE / DENSITY		
Moisture Content	ASTM D2216, CAL 226	\$46
Moisture/Density		\$86
SOIL COMPACTION		
Standard Proctor (4" or 6" mold)	ASTM D698	\$350
Modified Proctor (4" or 6" mold)	ASTM D1557	\$350
California Impact	CAL 216	\$350
Check Point (Standard or Modified)		\$162
VOLUME CHANGE		
One-Dimensional Consolidation	ASTM D2435	\$553
(6 load increments, includes 2 time rate curves and 2 rebound decrements)		
Additional Load or Rebound Decrement		\$39/ea
Additional Time Rate Curves		\$120/ea
Expansion Index	ASTM D4829	\$279
One-Dimensional Settlement Swell	ASTM D4546	\$248
STRENGTH		
Unconfined Compression	ASTM D2166	\$162
Compression, Rock <i>Prep & Photos included</i>	ASTM D7012	\$188
Rock Point Load (up to six points)	ASTM D5731	\$76
California Bearing Ratio (CBR), with curve	ASTM D1883	\$862
California Bearing Ratio (CBR), without curve	ASTM D1883	\$517
Resistance Value	CAL 301, ASTM D2844	\$380
Direct Shear: (per point)		
Undisturbed	ASTM D3080	\$218
Remolded	ASTM D3080	\$279
Triaxial Compression: (per point) Photos of failure upon request		
Undrained, Unconsolidated w/out Pore Pressure	ASTM D2850	\$198
Consolidated, Undrained w/ Pore Pressure Measurements	ASTM D4767	\$573
Consolidated, Drained		\$821
Consolidated, Undrained, no Pore Pressure Measurements		\$324
Specimen Remolding		\$127

* Client requests for rush testing require pre-approval and 20% surcharge.

Blackburn Consulting

Revised 11/12/2021

TAB F: COST PROPOSAL CONT'D

2021 Laboratory Fee Schedule

Page 2 of 2

CORROSIVITY ANALYSIS		
Corrosion Analysis Package	CAL 643, 417, 422	\$355
<i>Includes Soil Resistivity, Soil pH, Sulfates / Chlorides. Minimum size is 1,000 grams</i>		
pH	CTM643	\$46
Resistivity	CTM643	\$149
PERMEABILITY		
Flex-wall Permeability	ASTM D5084	
<i>Either Constant head or Falling Head / rising Tail Water. Method depends on soil type</i>		\$507
Each Additional Effective Stress		\$127
Specimen Remodeling		\$125
TREATED SOIL TESTS		
% Lime for Stabilization - per point (%)	ASTM D6276	\$142
pH of Soil	CTM643	\$46
Modified Proctor	ASTM D1557	\$416
Unconfined Compression Test	ASTM D5102	\$233
One Dimensional Swell	ASTM D4546	\$233
AGGREGATES		
Bulk Specific Gravity - Course & Fine Aggregate	ASTM C127 & 128, CAL 206, 207	\$122
Coarse Durability	CAL 229	\$208
Fine Durability	CAL 229	\$208
Sand Equivalent	CAL 217, ASTM D2419	\$145
Cleaness Value	CAL 227	\$196
Moisture Content	CAL 226/370	\$112
Percent of Crushed Particles (per size fraction)	CAL 205	\$183
Fine Aggregate Angularity	AASHTO T304, Method A	\$183
Flat and Elongated Particles (per size)	AASHTO D 4791	\$183
Combined Grading 1" through no. 200	CAL 201/202	\$195
Bin Grading (First 2 Bins)	CAL 201/202	\$195
Each Bin Thereafter		\$76
LP-9 (RAP) Burn	LP-9, CT382	\$122
ASPHALT		
Bulk Specific Gravity - Compacted Hot Mix Asphalt	CAL 308	\$61
Theoretical Max Specific Gravity (Rice)	CAL 309	\$213
LTMD (Set of 5)	CAL 375	\$421
Binder Content		
Ignition Oven Correction Factor	CAL 382	\$360
Ignition Oven	CAL 382	\$213
Solvent	AASHTO T164	\$269
Stability (Set of 3)	CAL 366	\$375
Void Content		
With Stability and Rice	CAL 367	\$41
CONCRETE & MASONRY		
Concrete Compression Test 6" x 12" or 4" x 8"	ASTM C39	\$41
Masonry or Grout Compression		\$59
Compression Test of Cored Concrete Spec. (per core)		\$132
Compression Test of Shotcrete Cores (per core)		\$166

Other Tests Quoted Upon Request

* Client requests for rush testing require pre-approval and 20% surcharge.

Blackburn Consulting

Revised 11/12/2021

RESOLUTION NO. 22-076

APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND
BETWEEN THE CITY OF ROSEVILLE AND ENGEO INCORPORATED, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, an on-call professional services agreement to provide materials testing services, by and between the City of Roseville and ENGEO Incorporated, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ON-CALL PROFESSIONAL SERVICES AGREEMENT

Materials Testing Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and ENGEO
Incorporated, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal #06-007 for professional services
consisting of on-call materials testing services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated
November 10, 2021, which describes the scope of services to be performed by CONSULTANT,
and the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional
materials testing services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on
December 31, 2022. The City Manager may, in his or her 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.
Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one, or more than one consultant from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed five hundred thousand dollars per year (\$500,000). Total compensation for optional renewal years of this Agreement shall not exceed five hundred thousand dollars per year (\$500,000). Total compensation for the full term of this Agreement, including optional renewal years, shall not exceed two million five hundred thousand dollars (\$2,500,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

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

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

CONSULTANT's aggregate liability hereunder shall be limited by the CITY to three million dollars (\$3,000,000).

5. 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.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or

expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at

the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

10. 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.

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

12. 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.

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

14. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

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

15. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage,

brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

18. Termination of Agreement. 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. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

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

CITY OF ROSEVILLE

Orville Chatterton
Construction Inspection Supervisor
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Jonathan Boland
Associate
2213 Plaza Drive
Rocklin, CA 95765

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

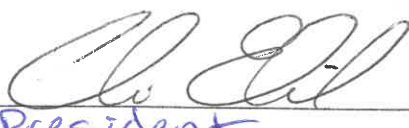
23. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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

CITY OF ROSEVILLE, a
municipal corporation

ENGEO INCORPORATED, a California
corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: President
and

(SIGNATURES CONTINUED ON NEXT PAGE)

ATTEST:

BY:
its:


Assistant Treasurer

BY: _____

HELEN DREYER
Acting City Clerk

APPROVED AS TO FORM:

BY: _____

MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

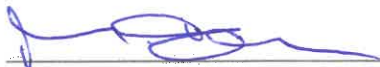

MIKE ISOM
Development Services Director

EXHIBIT "A"



— Expect Excellence —

GEOTECHNICAL
ENVIRONMENTAL
COASTAL/MARITIME
WATER RESOURCES
CONSTRUCTION SERVICES

Project No.
P2021.005.833

November 10, 2021

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

Subject: Proposal for On-Call Materials Testing Services
City of Roseville, California

COVER LETTER

ENGEO is excited to serve the City for the upcoming on-call materials testing contract. We are committed to providing responsive and professional materials testing services for you. We offer you certified personnel with experience, education, and the right attitude to augment City staff for the busy times ahead. We consider ourselves an extension of your staff to be counted on as a valuable resource when you need us.

Our field representatives receive unparalleled training through our internal training programs with topics including Soil Mechanics, Hot Mix Asphalt, Special Inspections, Lab Testing, Geotechnical/Geologic Hazards, Geotechnical Construction Products, and Retaining Walls.

ENGEO regularly serves on-call services contracts for various public agencies including the City of Roseville. We understand City procedures and we commit to delivering high quality and responsive services. From our local office, we can be at your project sites within minutes.

We have a thorough understanding and familiarity with current City and State standards and specifications. We understand prevailing wage reporting requirements and certified payrolls for publicly funded projects.

My contact information is provided below.

Jonathan Boland, GE, QSD, Associate
ENGEO Incorporated, 2213 Plaza Drive, Rocklin, CA 95765
(916) 416-3910, jboland@engeo.com

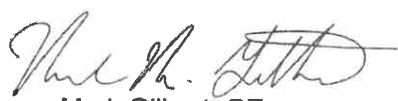
We will adhere to the requirements described in this RFP; no addenda have been posted for this RFP. With our current workload, we can manage the City's projects comfortably and with priority. This proposal is valid for 90 days.

Sincerely,

ENGEO Incorporated



Jonathan Boland, GE
Associate



Mark Gilbert, GE
Principal

TAB D SERVICE UNDERSTANDING



ENGEEO

TAB D: SERVICES UNDERSTANDING

We know that the City of Roseville is expanding at a rapid pace and that developing quality infrastructure can be a challenge. New residential and commercial developments require detailed planning, extensive backbone utility infrastructure, and new roadways. ENGEO has the knowledge base, personnel, and drive to assist the City in meeting their expansion goals.

We consider ourselves an extension of the City staff and are committed to the success of each project.

As the economy continues to grow, and the pace of private development increases, we understand the City of Roseville will continue to need support for materials testing, inspection, and consulting services.

We understand that City staff are involved with multiple projects and have limited time to sift through laboratory test data. We are committed to *"doing the homework"* for the City and summarizing our opinions regarding materials testing results via email. This allows your inspectors to quickly review a summary of our findings without having to read multiple pages of laboratory data reports. Our goal is to make the materials testing aspect of your projects simple and straightforward but meet all your documentation needs. Additionally, we are always available to discuss failing tests, repair strategies, and be an advisor to the City regarding the geotechnical aspects of projects.

To further assist the City, ENGEO maintains a local in-house soil and materials testing laboratory, with state-of-the-art equipment, under oversight from a licensed Geotechnical Engineer. This allows us to better control the quality and timeliness of our deliverables and to expedite testing when needed.

For all City projects, we remain committed to:

- Provide services in accordance with City Design/Construction Standards, and State Standard Specifications.
- Coordinate and collaborate with City inspectors regarding field testing frequencies, results, and contractor challenges, as they arise.
- Perform testing on a "test by test basis" or by an entire project.
- Maintain necessary personnel and lab certifications for each test performed prior to testing.
- No billing minimums. You pay only for the actual time we are involved with the project, as opposed to many other firms who bill in 2-, 4- or 8-hour increments regardless of the actual time spent on a project.
- Perform multiple inspections with each site visit, whenever practical.
- Compensation on a time-and-expense basis.

We understand that the City cannot assign any particular amount of work or number of projects to ENGEO, and that the City reserves the right to request proposals from other consultants during the period of this agreement.

RAPID RESPONSE

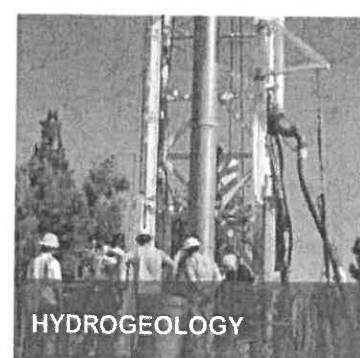
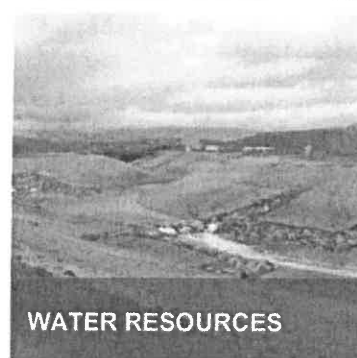
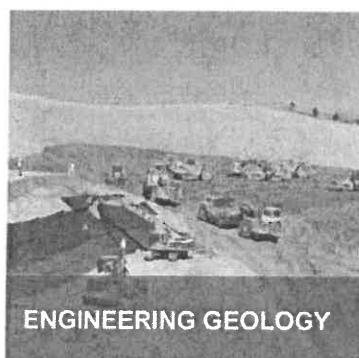
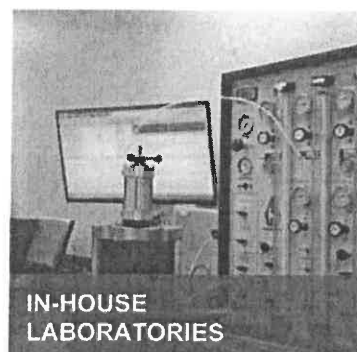
Rapid response with minimal notification is necessary and expected with all projects, but especially on-call contracts. Clients are looking for a firm they can rely on and trust to respond when needed. ENGEO is accustomed to providing high-quality services with relatively short notice. Our clients, both public and private, have come to know and trust us for this aspect of our service offering.

Our office and laboratory are very close, which allows us to respond rapidly to the City's project needs in the field and in the laboratory. **ENGEO can easily respond within several hours of a request; however, we have been known to respond to City of Roseville On-call projects within as little as 30 minutes.**

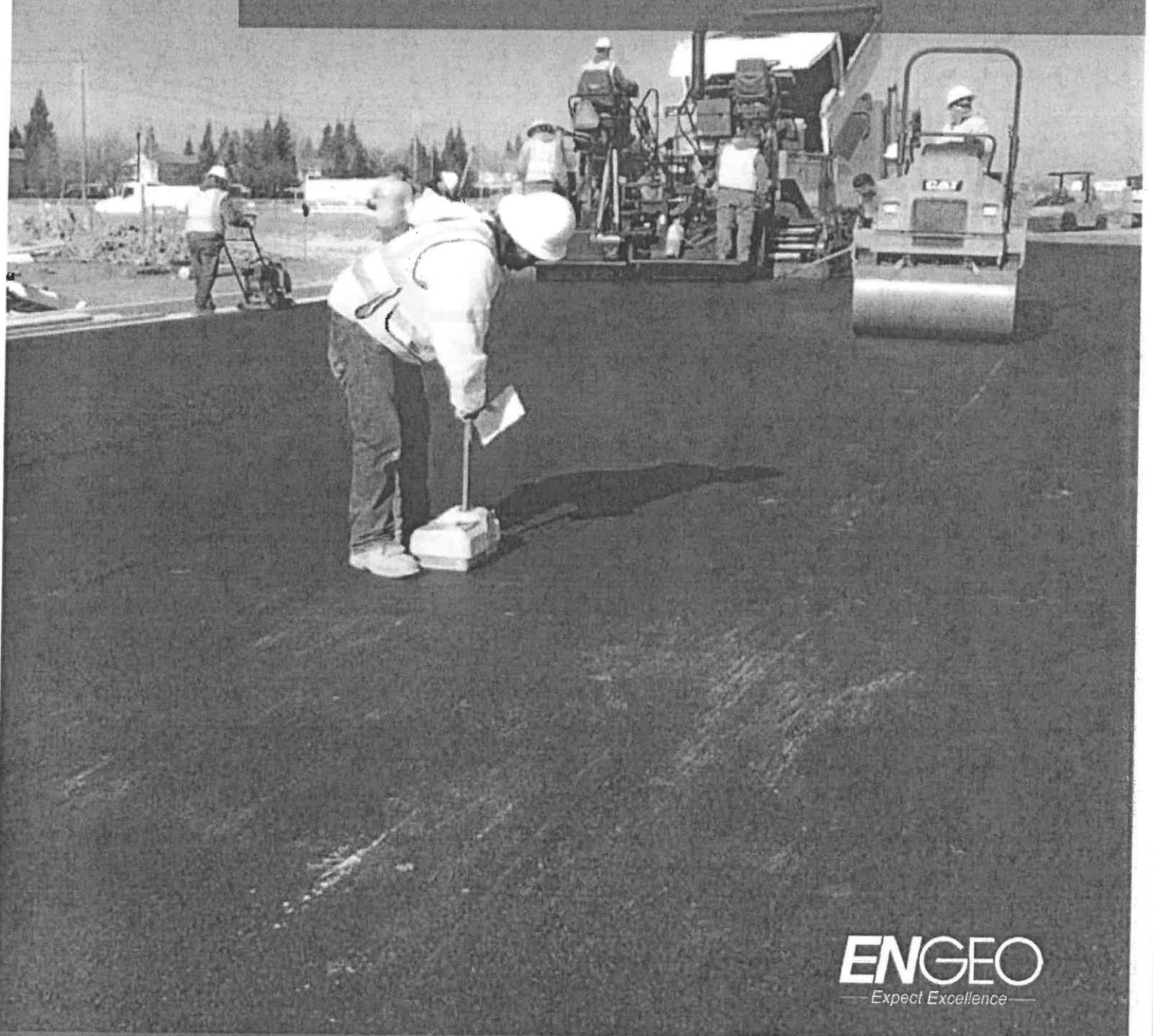
When necessary, laboratory test results will be reported as soon as possible, constrained only by the time required for the Caltrans and ASTM Test Methods. We have demonstrated that we can provide test results with a turn-around time that will accommodate the construction schedule.

ADDITIONAL SERVICES

We understand the current scope includes on-call materials testing. However, being a full-service engineering firm, we can provide the following to assist the City.



TAB E SERVICES PLAN



ENGEO
— Expect Excellence —

TAB E: SERVICES PLAN

WORK APPROACH AND SCHEDULE

Our commitment and approach to materials testing services is straightforward and transparent.

- We will attend the project preconstruction meetings to introduce our team, clarify direct points of contact, and to understand project testing requirements and anticipated schedule.
- During testing we will keep in close contact with the City project manager to discuss progress, testing details, and any non-compliance issues that may come up.
- We will review materials test data and promptly report back to the team about both passing and failing tests.
- Our invoicing will include field and lab backup detailing our involvement during the reporting period, and will also reference the appropriate City Wide Job Number on each invoice.

We believe that open communication is the key to project success. When preparing for a new project with the City, ENGEO will review project plans, specifications, and reach out to the project manager to discuss details and expectations. Once we have a thorough understanding of the project, we will assemble the necessary team of field representatives and special inspectors to cover the job and assist the team in completing the work within the desired timeline. With our depth of internal resources and strong relationships with our subcontractors, we can quickly mobilize and serve the City on projects with accelerated schedules or night and weekend shifts. Deliverables will include the appropriate City Wide Job Number to simplify documentation and invoicing.

A typical materials testing scope may include the following personnel.

Project manager:	Jonathan Boland
Construction services manager:	Robert Delk
Field service technician:	Michael Troutner
Lab technician:	Richard Montalvo

Depending on the required scope, we may utilize field equipment such as nuclear gauges and concrete sampling equipment. Additionally, we may engage one of our approved subcontractors such as APART (asphalt laboratory testing), Sunland Analytical (analytical soil testing), or West Coast Explorations (drilling contractor).

TRAINING, CERTIFICATIONS, AND QUALITY ASSURANCE

We recognize that properly certified personnel and clear documentation of testing on your public projects is critical in preserving public safety and complying with applicable local, State, and Federal Codes. We maintain internal quality through time-tested business systems, ongoing personnel training, and continually expanding our knowledge of applicable codes and building standards.

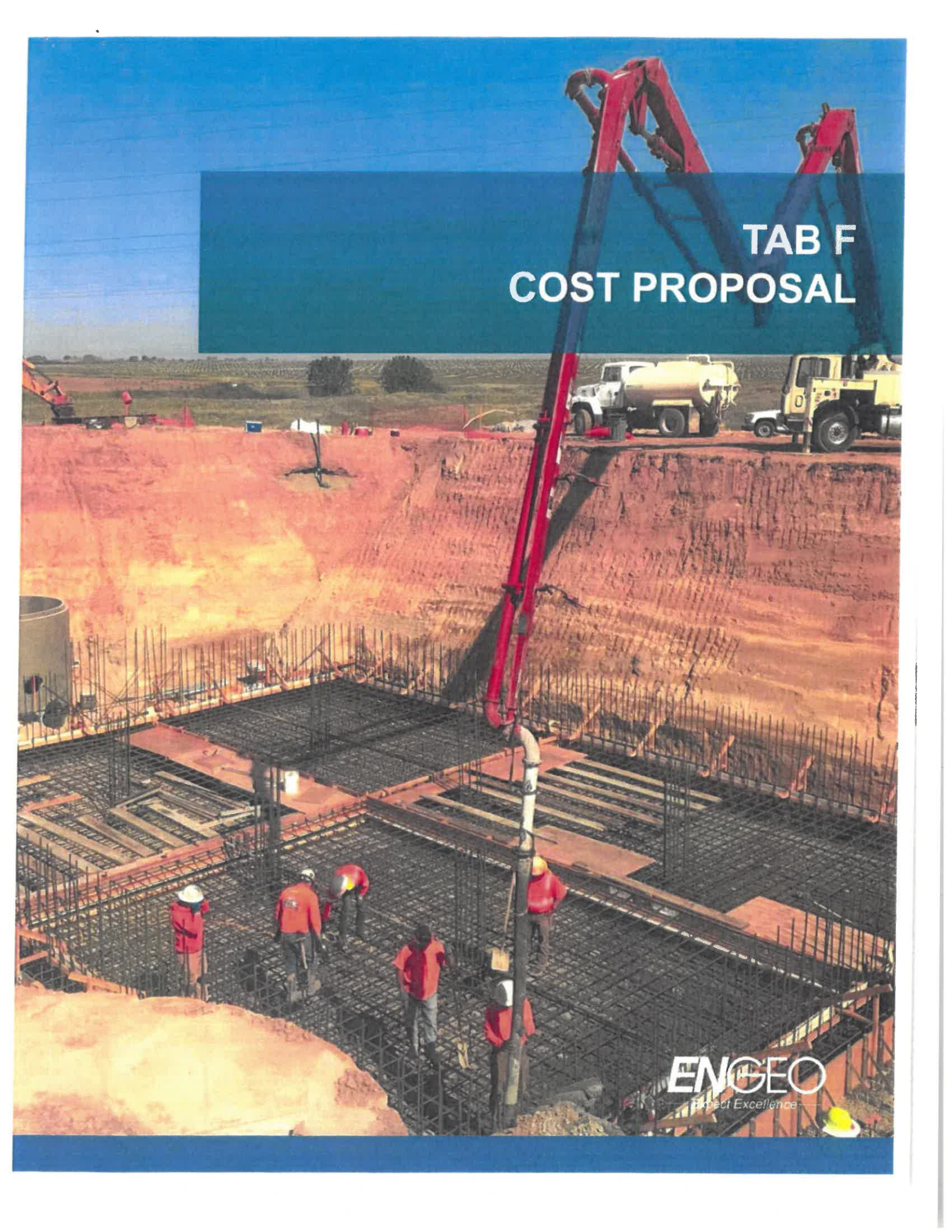
Applicable testing codes and procedures are followed when performing materials testing services. We have ICC and ACI certified field representatives who sample concrete. We have AWS/CWI

certified field representatives who inspect and test welds non-destructively in the field and in the shop. We follow ASTM and Caltrans standards when sampling and performing our laboratory testing.

Samples delivered to our laboratories are logged, tested, and the results are submitted to the laboratory manager for review before being submitted to the project engineer for final approval. Laboratory equipment is calibrated on an annual, semi-annual, quarterly, or bi-monthly schedule depending upon equipment requirements. Quality assurance programs such as AASHTO Re:source and CCRL are utilized for laboratory control and quality assurance. Laboratory results and all final reports are reviewed by appropriate senior professionals.



EXHIBIT "B"



TAB F COST PROPOSAL

ENGEO
Project Excellence

TAB F: COST PROPOSAL

When a project starts, we will work closely with the project manager to review the anticipated scope, project details and any special requirements. We will then submit a scope and fee detail for review. Once authorized, we will work closely with the team to track progress and maintain open lines of communication.

Through our experience with the City of Roseville, we understand the importance of detailed, specific, and timely invoices. We will send invoices on a monthly basis or as tasks are completed itemized by project name (or City Wide job number), work order number, date of services, type of services, developer (if applicable), contractor, task, test rate, and/or hourly rate (in increments of one-tenth hours). We understand the City will pay invoices within thirty (30) days after receipt. Our advanced project and accounting software and responsive project management allows us to customize project invoices upon request.

Our Preferred Client Fee Schedule and Laboratory Fee Schedule are included in following pages.



PREFERRED CLIENT FEE SCHEDULE
PROFESSIONAL SERVICES
Effective February 2021

President	\$410.00 per hour
Principal	\$315.00 per hour
Associate	\$265.00 per hour
Senior Engineer/Geologist/Seismologist/Project Manager	\$230.00 per hour
Project Engineer/Geologist/Seismologist/Manager	\$208.00 per hour
Environmental Scientist	\$190.00 per hour
Staff Engineer/Geologist/Seismologist	\$188.00 per hour
Assistant Engineer	\$145.00 per hour
Construction Services Manager	\$180.00 per hour*
Senior Field Representative II	\$160.00 per hour**
Senior Field Representative I	\$144.00 per hour**
Field Representative	\$133.00 per hour**
Environmental Technician	\$133.00 per hour**
Senior Laboratory Technician	\$160.00 per hour
Laboratory Technician	\$145.00 per hour
Senior CAD Specialist	\$160.00 per hour
Senior GIS Analyst	\$170.00 per hour
GIS Analyst	\$163.00 per hour
CAD Specialist	\$145.00 per hour
Network Administrator	\$205.00 per hour
Project Assistant	\$123.00 per hour

* Two-hour minimum portal to portal and cancellations within 24 hours.

* **OVERTIME RATES:** Rates increased by factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates increased by factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday and all hours worked on Sunday and holidays.

** For Prevailing Wage projects, increase the hourly rate by \$15.

** Rates increased by factor of 1.25 for night shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates increased by factor of 1.875 (an additional factor of 1.5) for all night shift hours in excess of eight (8).

ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-8000.

OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
- Outside Consultants, Subcontracted Services and Equipment Rental Cost plus 20%
- Deposition, Mediation, Arbitration, or Court Appearance (Minimum Charge) \$2,000.00 half day, \$4,000.00 full day

EQUIPMENT AND MATERIALS CHARGES

DESCRIPTION	COST PER UNIT (\$)	UNIT
Air Content Meter	7.00	hour
Bailers (Disposable)	8.00	each
Concrete Crack Monitor	20.00	each
Coring Machine	25.00	hour
Double-Ring Infiltrometer	40.00	hour
Electronic Water Level Indicator	5.00	hour
Engineering Analysis Software	35.00	hour
Equipment Transport(er)	100.00	hour
Exploration Equipment (Percussion Penetrometer)	50.00	hour
Floor Flatness/Floor Level Equipment	40.00	hour
Generator	15.00	hour
GIS Website Portal Maintenance	100.00	month
GPR/GPS Handheld Device	10.00	hour
GPR/GPS/Drone Survey Grade Equipment	195.00	hour
Hand Auger and Soil Sampler	15.00	hour
Hydraulic Pull-Test Equipment	25.00	hour
Interface Probe	2.00	hour
Magnetic Particle Test Equipment	25.00	hour
Moisture Content Test Equipment	6.00	hour
Multi-Parameter Water Meter	15.00	hour
pH Meter/Turbidity Meter	10.00	hour
Photo Ionization Detector	15.00	hour
Pachometer	100.00	hour
Sampling Tubes	10.00	each
Sand Cone Equipment and Material	5.00	hour
Schmidt Hammer	20.00	hour
Seisometer	50.00	hour
Skidmore Wilhelm Bolt Tension Calib.	40.00	hour
Slope Inclinometer/Settlement Indicator/VW Readout	50.00	hour
Torque Wrench	15.00	hour
Transfer Pump	3.00	hour
Ultrasonic Equipment	50.00	hour
Vapor Emission Test Kit	40.00	kit
Vector Conversion	60.00	conversion
Vehicle, nuclear gauge, equipment, wireless communication. *Add \$2.00/hr. for RTK enabled autotesting equipment.	29.00*	hour
Vehicle, equipment, wireless communication	20.00	hour
Vibration Monitor	1800.00	month
Water Sampling Pumps	20.00	hour
Bridge Toll	actual	actual
Mileage	.78	mile
Parking	actual	actual
AutoCAD, Civil 3D, GIS, Drone Data Processing	27.00	hour
Photocopies Black & White	0.25	each
Photocopies Color 11 x 17	1.50	each
Photocopies Color 8½ x 11	1.00	each
Plot - Black & White	3.00	square foot
Plot - Color	4.00	square foot
Postage	actual	actual
Scan - Black & White	1.50	each
Scan - Color	3.75	each
Telephone	0.50	minute

SUMMARY OF LABORATORY FEES

Effective February 2021

Our Laboratories are accredited by AASHTO, Caltrans, DSA, and the US Army Corps of Engineers

LAB CODE	TEST SPECIFICATION	STANDARD TURNAROUND (BUSINESS DAYS)*	STANDARD PRICING*	RUSH TURNAROUND (BUSINESS DAYS)*	RUSH PRICING*
SOIL AND ROCK					
8800	Caltrans Relative Compaction, CT216	3	\$350	Same Day	\$700
9100	Clay Lumps and Friable Particles, ASTM C142	5	\$100	Next Day	\$200
9130	Cleanliness Value, CT 227 each	5	\$225	2	\$450
8310	Compaction, ASTM D1557 (A-C)	4	\$350	2	\$700
8311	Compaction Point, AASHTO T272	4	\$350	2	\$700
8312	Compaction, ASTM-1557 (A-D) or ASTM-D698 with Correction	4	\$405	2	\$810
8313	Compaction, ASTM 1557 (A-D), Same Day Preliminary Results	1	\$730	N/A	N/A
8314	Compaction, ASTM-1557 or ASTM-D698, Same Day with Correction	1	\$840	N/A	N/A
8315	Compaction, Rock Correction, ASTM D4718	4	\$85	Next Day	\$170
8316	Compaction, ASTM D4253, Vibratory Table	4	\$400	2	\$800
8317	Compaction, Cemented Treated, ASTM D558	5	\$400	3	\$800
8220	Consolidation – Incremental Loading ASTM D2435, Method A	32	\$575	16	\$1,150
8221	Consolidation – Incremental Loading ASTM D2435, Method B	32	\$575	16	\$1,150
8230	Consolidation, ASTM D2435 Unload – Reload Cycle	4	\$75	2 Additional	\$150
8410	Consolidation – CRS, ASTM D4186, Depths from 0 to 75 feet	5	\$600	4	\$1,200
8411	Consolidation – CRS, ASTM D4186, Depths from 75 feet and below and/or stiff clays	5	\$725	4	\$1,450
Additional Unload – Reload Cycle (for CRS, Lab Code 8410 and 8411 only)					
8412	Stress Range: 1 - 5 ksf	Variable	\$160	N/A	N/A
8413	Stress Range: 5 - 10 ksf	Variable	\$240	N/A	N/A
8414	Stress Range: 10 - 15 ksf	Variable	\$320	N/A	N/A
8415	Stress Range: 15 - 20 ksf	Variable	\$400	N/A	N/A
8184	Deep Soil Mix (DSM) Compression Test	5	\$85	2	\$170
8201	Direct Shear – CD, Additional Cycles (per point) ASTM D3080	2	\$75	N/A	\$150
8202	Direct Shear – CD, (2-points) ASTM D3080	8	\$500	5	\$1,000
8203	Direct Shear – CD, (3-points) ASTM D3080	12	\$700	8	\$1,400
8204	Direct Shear – CD, (4-points) ASTM D3080	16	\$900	12	\$1,800
8451	Direct Shear – CD, (Additional Point) ASTM D3080	5	\$250	3	\$500
8991	Cyclic Simple Shear Test (CSS), ASTM D8296	5	\$2,100	5	\$4,200
8992	Monotonic Simple Shear Test, ASTM D6528 - NOT AVAILABLE AT THIS TIME	5	\$1,000	5	\$2,000
8900	Durability Index, CT229	5	\$250	Next Day	\$500
8320	Expansion Index, ASTM D4829	8	\$400	4	\$800
8321	Expansion Index, ASTM D4829 - Lime Treated in Lab	Dependent on cure time	\$450	Dependent on cure time	\$900
9630	Fine Aggregate Angularity Percentage, CT 234, AASHTO T304, Method A	5	\$150	Next Day	\$300
8990	Laboratory Miniature Vane Shear (peak Value), ASTM D4648	5	\$120	Next Day	\$240
8160	Moisture Content & Unit Weight, ASTM D7263	5	\$60	Next Day	\$120
8140	Moisture Only, ASTM D2216, CT 226	5	\$40	Next Day	\$90
8150	Moisture Only, ASTM D4643, CT 370 (By Microwave oven)	5	\$100	Same Day	\$200
9590	Organic Content of Soil ASTM D2974	5	\$160	Next Day	\$320
9090	Organic Impurities, ASTM C40	5	\$150	Next Day	\$300
9120	Percent Crushed Particles, CT205	5	\$175	Same Day	\$350

SUMMARY OF LABORATORY FEES

Effective February 2021

Our Laboratories are accredited by AASHTO, Caltrans, DSA, and the US Army Corps of Engineers

LAB CODE	TEST SPECIFICATION	STANDARD TURNAROUND (BUSINESS DAYS) *	STANDARD PRICING*	RUSH TURNAROUND (BUSINESS DAYS)*	RUSH PRICING*
9110	Percent Flat or Elongated Particles, ASTM D4791, CT 235	5	\$200	Same Day	\$400
8980	Soil pH, percent Lime for Stabilization, ASTM D6276 (Eades and Grimm)	5	\$400	Next Day	\$800
8040	Permeability, Falling Head or Constant Head, ASTM D5084, D2434	8	\$500	4	\$1000
8870	Soil pH, ASTM D4972, CT 643	5	\$100	Same Day	\$200
8190	Plasticity Index, Dry Method - ASTM D4318	5	\$270	Next Day	\$540
8191	Plasticity Index, Wet Method - ASTM D4318 (ASTM Default method)	5	\$270	Next Day	\$540
8510	Rock Core Unconfined Compressive Strength, ASTM D7012	5	\$300	Same Day	\$600
8970	R-Value - Lime Treated, ASTM D2844 CT301	6	\$500	3	\$1,000
8290	R-Value, ASTM 2844, CT301	6	\$430	3	\$860
8280	Sand Equivalent, CT 217, ASTM D2419	5	\$195	Next Day	\$390
8261	Dry Sieve, ASTM D1140, C117	5	\$150	Next Day	\$300
8262	#200 Wash, ASTM D1140, C117	5	\$105	Next Day	\$210
8263	Sieve & #200 Wash, ASTM D422, D6913, C136, CT202	5	\$170	Next Day	\$340
8264	Sieve & Hydrometer, ASTM D422, D7928	5	\$275	2	\$550
8250	Specific Gravity, ASTM D854	5	\$225	Next Day	\$450
8251	Specific Gravity, ASTM C127 or C128	5	\$125 Per Size Fraction	Next Day	\$250 Per Size Fraction
8660	Specimen Remolding and/or Lab Mixing (per specimen)	Varies	\$100	Dependent on type of remolding	\$200
8240	California Bearing Ratio (CBR), ASTM D1883	4	\$265	Next Day	\$530
9070	Sulfate Soundness, CT 214, ASTM C88	6	\$250/ Fraction	Dependent on number of fractions	\$500/ Fraction
8111	Sulfate Testing in Soils ASTM C1580	5	\$220	Next Day	\$440
8490	Swell Test A, per point ASTM D4546 - 2004	5	\$350	4	\$700
8500	Swell Test B, per point ASTM D4546 - 2004	5	\$350	4	\$700
8501	Swell Test C, per point ASTM D4546 - 2004	5	\$350	4	\$700
8491	Swell/Collapse Test A, per point ASTM D4546	8	\$375	4	\$750
8503	Swell/Collapse Test B, per point ASTM D4546	5	\$375	Dependent on material behavior	\$750
8502	Swell/Collapse Test C, per point ASTM D4546	5	\$400	Dependent on material behavior	\$800
8170	Soil Cement - Wet/Dry Durability, ASTM D559	Varies	\$1,150	N/A	N/A
8350	Isotropic Triaxial Compression - CU, Single Specimen, Multistage Test ASTM D4767 - Modified	Varies	\$1,000/Stage	Dependent on number of stages and material type	\$2,000/Stage
8340	Isotropic Triaxial Compression - CU (1- point) ASTM D4767, USACE	5	\$550	4	\$1,100
8341	Isotropic Triaxial Compression - CU (2 points) ASTM D4767, USACE	9	\$1,100	8	\$2,200
8342	Isotropic Triaxial Compression - CU (3 points) ASTM D4767, USACE	14	\$1,650	12	\$3,300
8343	Isotropic Triaxial Compression - CU (4 points) ASTM D4767, USACE	18	\$2,200	15	\$4,400
8330	Isotropic Triaxial Compression - UU (per point) ASTM D2850, USACE	5	\$190	Next Day	\$380
8180	Unconfined Compression - Soils, ASTM D2166	5	\$125	Next Day	\$250
8181	Unconfined Compression, Lime/Cement-Treated Soil ASTM D5102/D1633	18	\$335	9	\$670
8182	Unconfined Compression, Lime/Cement-Treated Soil CTM 373	18	\$1000	9	\$2,000
8183	Unconfined Compression, Lime/Cement -Treated Soil, Additional points	18	\$55	9	\$110

SUMMARY OF LABORATORY FEES

Effective February 2021

Our Laboratories are accredited by AASHTO, Caltrans, DSA, and the US Army Corps of Engineers

LAB CODE	TEST SPECIFICATION	STANDARD TURNAROUND (BUSINESS DAYS) *	STANDARD PRICING*	RUSH TURNAROUND (BUSINESS DAYS)*	RUSH PRICING*
CONCRETE					
9220	Absorption, ASTM C642	6	\$460	Next Day	\$920
9013	Shotcrete, Field cores (cored in the field), per core, ASTM C42	5	\$100	2	\$200
9014	Shotcrete, Lab cores (Cored from panels in the lab), per core, ASTM C42	5	\$145	2	\$290
9320	Compression Test, per 6" x 12" cylinder, ASTM C39	5	\$40	Same Day	\$80
9330	Compression Test, per 4" x 8" cylinder ASTM C39	5	\$36	Same Day	\$72
9941	Flexural Strength of Concrete Beams (4"x4"x14") ASTM C78	5	\$125	Same Day	\$250
9940	Flexural Strength of Concrete Beams (6"x6"x20") ASTM C78	5	\$150	Same Day	\$300
9340	Compressive Strength of Lightweight Insulating Concrete (ASTM C495)	5	\$155	Same Day	\$310
9020	Core Trimming, In Laboratory	5	\$70	Same Day	\$140
9950	Thickness of Drilled Concrete Cores, ASTM C174	5	\$40	Same Day	\$60
9060	Laboratory Trial Batch, ASTM C192, Including Test Cylinders	5	\$1000	Same Day	\$2000
9080	Length Change (3 bars, 4 readings, up to 90 days), ASTM C157 modified	28-90	\$550	28-90	\$830
9050	Slab Moisture Determination Test Kit	5	\$40	Next Day	\$60
9000	Unit Weight of Lightweight Concrete Cylinders (ASTM C495)	5	\$55	Next Day	\$110
CONCRETE MASONRY UNITS					
9160	Compression, ASTM C140	5	\$120	Same Day	\$240
9140	Moisture Content as Received, Absorption ASTM C140	5	\$80	Next Day	\$160
MASONRY PRISMS					
9190	Compression Test, Grouted Prisms, ASTM C1314	5	\$325	Next Day	\$650
9200	Trimming Grouted Prisms	5	\$150	Next Day	\$300
MORTAR & GROUT					
9250	Compression Test 2" Mortar Cubes, ASTM C109	5	\$62	Next Day	\$124
9240	Compression, Grout Prisms, ASTM C39	5	\$62	Next Day	\$124
9230	Compression, Mortar Cylinder, ASTM C39	5	\$62	Next Day	\$124
ASPHALTIC CONCRETE					
8010	AC Correction Factor, ASTM D6307, CT 382	N/A	N/A	N/A	\$565
8020	RAP Aggregate Gradation Correlation Factor, Caltrans LP-9	N/A	N/A	N/A	\$2,850
8070	AC Maximum Density (Avg. of 3 Briquettes) D1188, CT308	N/A	N/A	N/A	\$565
8071	AC Maximum Density (Avg. of 3 Briquettes) D1188, CT 308 (S-Value is performed prior to LTMD)	N/A	N/A	N/A	\$500
8090	AC Maximum Theoretical Unit Weight ASTM D2041, CT 309 (Rice Specific Gravity)	N/A	N/A	N/A	\$425
9460	Asphalt Core Density (4" Core), ASTM D1188, ASTM 2726, CT308	N/A	N/A	N/A	\$125
9461	Asphalt Core Density (6" Core), ASTM D1188, ASTM 2726, CT 308	N/A	N/A	N/A	\$155
9462	Thickness of Asphalt Cores, CT 308	5	\$40	2	\$85
8532	Extraction by Centrifuge ASTM 2172	N/A	N/A	N/A	\$500
8531	Extraction by Ignition Oven, ASTM D6307, CT 382	N/A	N/A	N/A	\$375
8533	Extraction by Reflux Extractor, ASTM D2172 – Method B	N/A	N/A	N/A	\$775
8050	Stability Test (Avg. of 3 Briquettes), ASTM D1560, CT 366, (w/o Max. Density test)	N/A	N/A	N/A	\$775
8060	Marshall Stability and Flow of Bituminous Mixtures, ASTM D6927	5	\$350	3	\$700
VOLUMETRIC PROPERTIES OF HMA					
9660	Absorbed Asphalt Binder CT 367	N/A	N/A	N/A	\$200
9600	Air Void Content	N/A	N/A	N/A	\$200
9670	Bulk Specific Gravity – Admixture Blend CT 367	N/A	N/A	N/A	\$200

SUMMARY OF LABORATORY FEES

Effective February 2021

Our Laboratories are accredited by AASHTO, Caltrans, DSA, and the US Army Corps of Engineers

LAB CODE	TEST SPECIFICATION	STANDARD TURNAROUND (BUSINESS DAYS) *	STANDARD PRICING*	RUSH TURNAROUND (BUSINESS DAYS)*	RUSH PRICING*
9640	Dust Proportions, CT 367, Caltrans LP-4	N/A	N/A	N/A	\$200
9680	Effective Asphalt Binder of Volume, CT 367	N/A	N/A	N/A	\$200
9690	Effective Binder Content, CT 367	N/A	N/A	N/A	\$200
9580	Effective Specific Gravity of Aggregate-Admixture Blend, CT 367	N/A	N/A	N/A	\$200
9620	Void Filled With Asphalt CT 367, LP-3	N/A	N/A	N/A	\$200
9610	Voids in Mineral Aggregate CT 367, LP-2	N/A	N/A	N/A	\$200
Note: Lab fees for volumetric properties of HMA per CT 367 are based on tests CT 202, CT 308, CT 309, and CT 382 have been completed.					

FIREPROOFING

9990	Oven Dry Density, Fireproofing, per sample	5	\$100	Next Day	\$200
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SUMMARY OF LABORATORY FEES

Effective February 2021

Our Laboratories are accredited by AASHTO, Caltrans, DSA, and the US Army Corps of Engineers

- *Rush turnaround times are calculated based on the average minimum time required to complete the test and remain compliant with the applicable test standard.
- *Rush turnaround time prioritizes rush testing over other requested testing and dedicates a technician to complete the rush testing as quickly as possible. Rush turnaround times are estimates only and do not guarantee test completion within the estimated rush testing timeframe.
- *Test turnaround time is the amount of time required to perform the test once started. Test start times are dependent on available labor and equipment. Please contact Lab Services at labservices@engeo.com to determine equipment capacity and availability. Turnaround times are estimates only and do not guarantee test completion within the estimated testing timeframe.
- *The testing fees and test durations listed reflect the standard business hours required to perform the test. Samples requiring premium handling will incur additional hourly personnel charges in accordance with the Laboratory Technician Rate presented on our Fee Schedule.
- Add three days to the estimated test duration for soil testing that requires remolded specimens.
- The above fees are reviewed annually and are subject to change. Additional tests are available upon request.
- Prices exclude field collection and transportation to the laboratory.
- Supplemental fees for laboratory preparation of specimens are charged on an hourly basis.
- Where tests are to be run on an immediate need basis (tests to be initiated out of order received and regardless of status of other previously received samples), the expediting fee is 100% of the listed unit rate.
- Sample storage is \$100 per month per cubic yard of storage space.
- There is a 3:00 pm cut-off time for sample delivery/test start time.
- Turnaround times are based on samples delivered to the laboratory before 3:00 pm. Turnaround time on samples received after 3:00 pm will begin at 7:00 am the following business day.
- Concrete/masonry compression breaks requested prior to the scheduled break date and/or prior to 7:00 am will be considered rush testing requests and billed a rush fee.
- Witness testing is billed at \$150.00/hour per individual witness.



COUNCIL COMMUNICATION

CC #: 1964
File #: 0800-03

Title: Electric Interconnection - Agreement Amendment
Contact: Brian Schinstock 916-746-1658 bschinstock@roseville.ca.us

Meeting Date: 3/16/2022
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a Resolution authorizing the City Manager to execute the attached Amendment 3 and Exhibits of the Interconnection Agreement (IA) with Western Area Power Administration (WAPA).

BACKGROUND

Roseville is interconnected to Western Area Power Administration's (WAPA) transmission system at the Roseville (Berry) and Fiddymont substations. The Interconnection Agreement (IA) establishes ownership rights of assets at the substation yards, terms for transfer of ownership, inspection rights, and load shedding procedures. The IA became effective in 2005 (resolution 04-554) and continues through March 24, 2037.

Amendment 3 and the Revisions to Exhibits A, B, and D are required due to physical equipment changes at the Fiddymont substation resulting from the addition of the new 230/60 kV transformer, KY4A. KY4A was installed to increase system redundancy and reliability (resolution 19-10). Amendment 3 clarifies the definition of the 230/60/12-kV transformers. Exhibit A updates the system diagram to include the KY4A transformer. Exhibit B contains cost estimates for operations and maintenance. Exhibit B periodically receives updates ensuring the most current projections are reflected. This revision, revision 5, includes the estimated costs from 2022 through 2026. Exhibit D is the load shedding procedure and has been updated to include language regarding KY4A.

FISCAL IMPACT

The annual breakdown of estimated costs for operations and maintenance are separately identified in the attached Exhibit B, Revision 5. Assuming WAPA's final charges are as estimated, the total 5-year funding requirement is \$569,042. Funds are included in the Electric Department budget.

ENVIRONMENTAL REVIEW

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

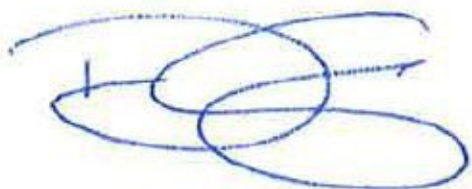
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Brian Schinstock, Electric Resource Planner

Daniel Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-062

00850 Amendment 3 Cover Letter

00850 Amendment 3

00850 Exhibit A B and D Cover Letter

00850 Exhibit A Rev 2

00850 Exhibit A Rev 2 System Diagram

00850 Exhibit B Rev 5

00850 Exhibit D Rev 1

RESOLUTION NO. 22-062

APPROVING AMENDMENT 3 AND REVISIONS TO EXHIBITS A, B AND D TO
WESTERN AREA POWER ADMINISTRATION AGREEMENT 04-SNR-00850, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, Roseville is interconnected to Western Area Power
Administration's (WAPA) transmission system at the Roseville (Berry) and Fiddymont
substations; and

WHEREAS, the Interconnection Agreement (IA) establishes ownership rights of assets at
the substation yards, terms for transfer of ownership, inspection rights, and load shedding
procedures; and

WHEREAS, Amendment 3 and revisions to Exhibits A, B, and D are required due to
physical equipment changes at the Fiddymont substation resulting from the addition of the new
230/60 kV transformer, KY4A; and

WHEREAS, Amendment 3 and Exhibits A, B and D of Contract 04-SNR-00850 to the
WAPA Agreement, have been reviewed by City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said Amendment 3 and Exhibits A, B and D of Contract 04-SNR-00850 to the WAPA
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
_____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Department of Energy
Western Area Power Administration
Sierra Nevada Region
114 Parkshore Drive
Folsom, CA 95630-4710

Sent via E-Mail

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

Dear Mr. Casey:

Enclosed is Amendment 3 of Contract 04-SNR-00850 between the Western Area Power Administration (WAPA) and the City of Roseville. Amendment 3 clarifies the definition of the 230/60/12-kV transformers.

If you agree with the terms and conditions Amendment 3, please have the appropriate Roseville representatives sign and attest Amendment 3. Once signed, please return Amendment 3 to Mr. Joshua Blake at jblake@wapa.gov for WAPA's signature. Once we have countersigned, we will return fully executed copies Amendment 3 to you for your files.

If you have any questions regarding the above, please contact Ms. Sharol Lynch at slynch@wapa.gov.

Sincerely,

Sonja A. Anderson
Senior Vice President and
Sierra Nevada Regional Manager

Enclosure

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
CENTRAL VALLEY PROJECT, CALIFORNIA

AMENDMENT 3
(Oil Detention Structure)

TO THE
CONTRACT FOR DIRECT INTERCONNECTION
WITH

THE CITY OF ROSEVILLE

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
CENTRAL VALLEY PROJECT, CALIFORNIA

AMENDMENT 3
(Oil Detention Structure)

TO THE
CONTRACT FOR DIRECT INTERCONNECTION
WITH

THE CITY OF ROSEVILLE

<u>Section</u>	<u>Table of Contents</u>	<u>Page</u>
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UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
CENTRAL VALLEY PROJECT, CALIFORNIA

AMENDMENT 3
(Oil Detention Structure)

TO THE
CONTRACT FOR DIRECT INTERCONNECTION
WITH
THE CITY OF ROSEVILLE

1. **PREAMBLE:**

This Amendment to Contract 04-SNR-00850 (Interconnection Contract) is made this _____ day of _____, 2022, between the UNITED STATES OF AMERICA, DEPARTMENT OF ENERGY, WESTERN AREA POWER ADMINISTRATION (WAPA) and the CITY OF ROSEVILLE (Roseville), also hereinafter referred to individually as Party and together as Parties, pursuant to the same authorities as the Interconnection Contract.

2. **RECITALS:**

2.1 The Parties entered into the Interconnection Contract on December 23, 2004. The Interconnection Contract provides for Roseville to connect its Fiddymment 230/60-kV Substation to WAPA's Roseville-Elverta No. 1 230-kV transmission line.

///
///
///

1 2.2 On June 19, 2014, the Parties entered into Amendment 1 to the
2 Interconnection Contract. Amendment 1 provides for accounting and settlement
3 for transmission losses.
4

5 2.3 On, January 23, 2019, the Parties entered into Amendment 2 to the
6 Interconnection Contract. Amendment 2 provided for WAPA to perform work to
7 assist Roseville with adding a second 230/60-kV transformer and a second
8 section of the 60-kV bus to the Fiddymont Substation in order to accommodate
9 Roseville's expected load growth. Amendment 2 also updated the General
10 Power Contract Provisions (GPCP).
11

12 2.4 WAPA desires to modify Subsection 17.5 of the Interconnection Contract
13 to include additional equipment maintained by Roseville. Roseville is agreeable
14 to modifying Subsection 17.5 and the Parties are entering into this Amendment 3
15 to affect the modification.
16

17 **3. AGREEMENT:**

18 The Parties agree to the terms and conditions set forth herein.
19

20 **4. TERM OF AMENDMENT:**

21 This Amendment 3 shall become effective upon execution and shall remain in effect
22 concurrently with the Interconnection Contract.
23

24 **5. MODIFICATION TO SECTION 17 (OPERATION, MAINTENANCE, AND**
25 **REPLACEMENT) OF THE INTERCONNECTION CONTRACT:**

26 The following subsection of Section 17 of the Interconnection Contract is hereby
27 modified as shown below:
28

///
28

1 17.5 At Roseville's expense, Roseville shall perform the operation,
2 maintenance, and replacement of the 60-kV and 12-kV portions of the Roseville
3 230/60-kV Substation, the 230/60/12-kV transformers and their associated oil
4 detention structure (ODS), Roseville's control building, and ancillary equipment
5 as deemed necessary by Roseville. Roseville is responsible for environmental
6 activities related to hazardous materials contained in the two (2) 230/60/12-kV
7 transformers and their associated ODS.
8

9 **6. INTERCONNECTION CONTRACT TO REMAIN IN EFFECT:**

10 Except as expressly modified by this Amendment 3, said Interconnection Contract shall
11 remain in full force and effect, and this Amendment shall be subject to all provisions of
12 the Interconnection Contract, except as herein amended.
13

14 **7. AUTHORITY TO EXECUTE:**

15 Each individual signing this Amendment 3 certifies that the Party represented has duly
16 authorized such individual to execute this Amendment 3 that binds and obligates the
17 Party.
18

19 **8. EXECUTION BY COUNTERPARTS:**

20 This Amendment 3 may be executed in any number of counterparts and, upon
21 execution and delivery by each Party, the executed and delivered counterparts together
22 shall have the same force and effect as an original instrument as if all Parties had
23 signed the same instrument. Any signature page of this Amendment 3 may be
24 detached by any counterpart of this Amendment 3 without impairing the legal effect of
25 any signatures thereon and may be attached to another counterpart of this Amendment
26 3 identical in form hereto, by having attached to it one or more signature pages.

27 ///

28 ///

1 **9. ELECTRONIC SIGNATURES:**

2 The Parties agree that this Amendment 3 may be executed by handwritten signature or
3 digitally signed using DocuSign, Adobe Sign, or Adobe E-Signature. An electronic or
4 digital signature is the same as a handwritten signature and shall be considered valid
5 and acceptable.

6
7 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to be
8 executed the day and year first above written.

9
10 WESTERN AREA POWER ADMINISTRATION

11
12 By: _____
13 Name: _____ Sonja A. Anderson
14 Title: _____ Senior Vice President and
 Sierra Nevada Regional Manager
15 Address: _____ 114 Parkshore Drive
 Folsom, California 95630
16 Date: _____

17
18 CITY OF ROSEVILLE

19 Attest:

20 By: _____
21 Name: _____
22 Title: _____

23 By: _____
24 Name: _____
25 Title: _____ City Manager
26 Address: _____ 311 Vernon Street
 Roseville, CA 95354
27 Date: _____



Department of Energy
Western Area Power Administration
Sierra Nevada Region
114 Parkshore Drive
Folsom, CA 95630-4710

Sent via E-Mail

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

Dear Mr. Casey:

Enclosed is Exhibit A, Revision 2 (Exhibit A), Exhibit B, Revision 5 (Exhibit B), and Exhibit D, Revision 1 (Exhibit D) under Amendment 2 of Contract 04-SNR-00850 between Western Area Power Administration (WAPA) and the City of Roseville. Exhibits A and D provide updated system diagram and load shedding procedures for the Fiddymont 230/60 kV Substation, respectively. Exhibit B provides the estimated costs for operations and maintenance of the 230-kilovolt (kV) portion of the Fiddymont 230/60-kV Substation facilities for calendar years 2022 through 2026. We have updated the costs to include the new equipment at the Fiddymont 230/60-kV Substation.

If you agree with the terms and conditions in Exhibits A, B and D, please have the appropriate Roseville representatives sign and attest the Exhibits. Once signed, return Exhibits A, B and D to Mr. Joshua Blake at jblake@wapa.gov for WAPA's signature. Once we have countersigned, we will return fully executed copies of Exhibit A, B and D to you for your files.

If you have any questions regarding the above, please contact Ms. Sharol Lynch at slynch@wapa.gov.

Sincerely,

Sonja A. Anderson
Senior Vice President and
Sierra Nevada Regional Manager

Enclosures

Exhibit A
(System Diagram)

1. This Exhibit A, Revision 2 (Exhibit), to be effective under and as part of Contract 04-SNR-00850, shall become effective upon signature by City of Roseville and Western Area Power Administration; shall supersede the current Exhibit A; and shall remain in effect until superseded by another Exhibit A or termination of the Contract.
2. The System Diagram for the Roseville 230/60-kV Substation and Fiddymont 230/60-kV Substation is attached to this Exhibit and is made part of this Contract.
3. Execution of Counterparts: This Exhibit may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Exhibit may be detached by any counterpart of this Exhibit without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Exhibit identical in form hereto, by having attached to it one or more signature pages.
4. Electronic Signatures: The Parties agree that this Exhibit may be executed by handwritten signature or digitally signed using DocuSign or other mutually agreeable electronic signature application. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

CITY OF ROSEVILLE

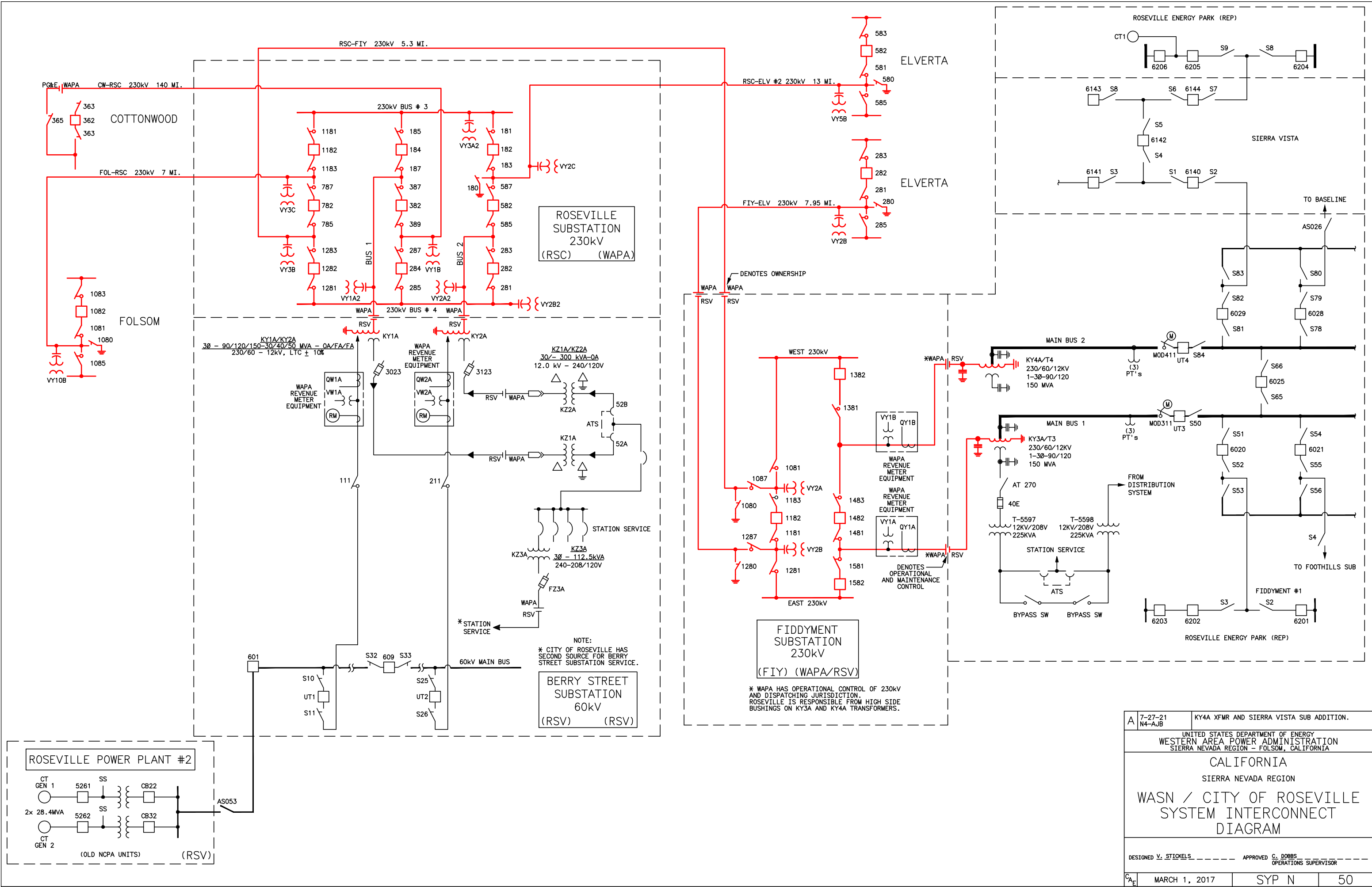
Attest:

By: _____
Name: _____
Title: _____

By: _____
Name: Dominick Casey
Title: City Manager
Address: 311 Vernon Street
Roseville, CA 95678
Dated: _____

WESTERN AREA POWER ADMINISTRATION

By: _____
Name: Sonja A. Anderson
Title: Senior Vice President and
Sierra Nevada Regional Manager
Address: 114 Parkshore Drive
Folsom, California 95630
Dated: _____



A	7-27-21 N4-AJB	KY4A XFMR AND SIERRA VISTA SUB ADDITION.	
UNITED STATES DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION SIERRA NEVADA REGION – FOLSOM, CALIFORNIA			
CALIFORNIA SIERRA NEVADA REGION WASN / CITY OF ROSEVILLE SYSTEM INTERCONNECT DIAGRAM			
DESIGNED <u>V. STICKELS</u>		APPROVED <u>C. DOBBS</u> OPERATIONS SUPERVISOR	
CAE	MARCH 1, 2017	SYP N	50

EXHIBIT B
(Itemized Estimated Cost of Operations and Maintenance)

1. This Exhibit B, Revision 5, effective under and as a part of Contract 04-SNR-00850, shall become effective on _____; shall terminate and supersede Exhibit B, Revision 4; and shall remain in effect until either superseded by another Exhibit B or termination of the Contract.

2. Maintenance:

2.1 The estimated annual charges for the operation and maintenance of the 230-kV portion of the Fiddymont 230/60-kV Substation facilities up to the high side bushings of the two 230/60/12-kV transformers, including but not limited to, the two 230-kV revenue metering equipment and associated instrument transformers, 230-kV breakers, bus work, disconnects, and associated equipment, the fiber optic communication system and SCADA system, and the 230-kV protection and control systems, are based on the following:

- 2.1.1 Four power circuit breakers;
- 2.1.2 Ten disconnect switches;
- 2.1.3 Two ground switches;
- 2.1.4 Two sets of three-phase potential transformers;
- 2.1.5 Two remote terminal units;
- 2.1.6 Communication equipment;
- 2.1.7 Protective relays; and
- 2.1.8 Miscellaneous ancillary equipment.

2.2 The estimated work and labor-days for the years 2022 through 2026 are attached.

2.3 The yearly cost for WAPA to perform the work is as follows:

2022	2023	2024	2025	2026
\$73,080.31	\$18,822.22	\$19,349.48	\$31,998.72	\$37,112.67

3. Operations:

3.1 Roseville shall be assessed a yearly charge for WAPA's operations services.

3.2 The yearly cost for WAPA to perform operations is as follows:

2022	2023	2024	2025	2026
\$39,457.48	\$60,074.02	\$81,300.17	\$103,149.59	\$104,696.84

4. Electronic Signature:

The Parties agree that this Exhibit may be executed by handwritten signature or digitally signed using DocuSign or other mutually agreeable electronic signature application. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

5. Execution by Counterparts:

This Exhibit may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Exhibit may be detached by any counterpart of this Exhibit without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Exhibit identical in form hereto, by having attached to it one or more signature pages.

CITY OF ROSEVILLE

Attest:

By: _____

Name: _____

Title: _____

By: _____

Name: Dominick Casey

Title: City Manager

Address: 311 Vernon Street

Roseville, CA 95678

Dated: _____

WESTERN AREA POWER ADMINISTRATION

By: _____

Name: Sonja A. Anderson

Title: Senior Vice President and

Sierra Nevada Regional Manager

Address: 114 Parkshore Drive

Folsom, CA 95630

Dated: _____

EXHIBIT D
(Load Shedding Procedures)

1. This Exhibit D, Revision 1 (Exhibit), effective under and as a part of Contract 04-SNR-00850, shall become effective on _____; shall terminate and supersede Exhibit D; and shall remain in effect until either superseded by another Exhibit D or termination of the Contract.
2. Roseville must confirm, implement, and maintain an Under-Frequency Load Shedding plan that meets the requirements of the Western Electricity Coordinating Council (WECC) Off-Nominal Frequency Load Shedding and Restoration Plan, which includes fulfillment of Western Area Power Administration's obligations under the WECC Southern Island Load Tripping Plan.
3. Roseville must adhere to the requirements of the Under-Voltage Load Shedding as delineated annually by the Sacramento Valley Study Group (SVSG) for operating within the WECC reliability criteria for simultaneous import.
4. The Interconnection Capacity for the Points of Interconnection is currently limited to 600 MW, which includes the total of four (4) transformers of 150 MW each, two (2) at Roseville and two (2) at Fiddymont 230/60-kV Substations. Should one or more of the transformers be out of service, the Interconnection Capacity will be decreased proportionally.
5. The simultaneous import capability into Roseville is currently limited. This limit is determined by the annual SVSG operational studies.
6. Execution of Counterparts: This Exhibit may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Exhibit may be detached by any counterpart of this Exhibit without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Exhibit identical in form hereto, by having attached to it one or more signature pages.
7. Electronic Signatures: The Parties agree that this Exhibit may be executed by handwritten signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

CITY OF ROSEVILLE

Attest:

By: _____

Name: _____

Title: _____

By: _____

Name: Dominick Casey

Title: City Manager

Address: 311 Vernon Street

Roseville, CA 95678

Dated: _____

WESTERN AREA POWER ADMINISTRATION

By: _____

Name: Sonja A. Anderson

Title: Senior Vice President and

Sierra Nevada Regional Manager

Address: 114 Parkshore Drive

Folsom, CA 95630

Dated: _____



COUNCIL COMMUNICATION

CC #: 1954
File #: 0900-03

Title: Electric Landscaping Improvements - Fiddymment Substation Project - Award of Contract
Contact: Mitch Larkin 916-746-1601 mlarkin@roseville.ca.us

Meeting Date: 3/16/2022
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve an agreement with Marina Landscape Inc. for the construction of the Electric Landscape Improvements - Fiddymment Substation Project, and authorize the City Manager to execute it. Staff also requests authority for a 15% construction contingency.

BACKGROUND

In 1997, Roseville Electric built the Fiddymment 230/60kV Substation. This substation is one of two substations used by Roseville Electric to deliver power from outside of the City to Roseville customers. When the substation was constructed, a minimal amount of landscaping was installed. Over the years the landscaping has deteriorated and trash tends to collect in the seasonal vernal pool.

As part of this project, the City has worked with the California State Water Resources Control Board and the United States Army Corps of Engineers to remove and mitigate the vernal pool so it can be landscaped along with the rest of the frontage along Fiddymment Road. Additionally, Roseville Electric has performed a security evaluation on the Fiddymment Substation, which has identified the need for additional lighting that has been included in this project.

City Council approved the plans and specifications and authorized the call for bids at the June 2, 2021 meeting. Subsequently, Roseville Electric solicited proposals through RFQ# 07-074 seeking a contractor to provide the necessary construction services. Staff received one bid which was opened on October 26, 2021. After staff review of the proposal, Marina Landscape Inc. was determined to be the lowest responsive bidder.

FISCAL IMPACT

The fiscal impact of the agreement with Marina Landscape, Inc. is \$566,000 with a 15%, or \$84,900, contingency not to exceed \$650,900. Funding is included in the Electric Fund for

FY2021-22.

ENVIRONMENTAL REVIEW

The proposed work of the Electric Landscape Improvements - Fiddymment Substation project is an action that is subject to CEQA. Project level CEQA compliance for the Electric Landscape Improvements - Fiddymment Substation project was accomplished with preparation of the City of Roseville Electric Department 230-60-kV Fiddymment Substation Project Initial Study/Mitigated Negative Declaration (Adopted January 17, 1996) (SCH No. 1995012023). Because the Electric Landscape Improvements - Fiddymment Substation project is consistent with the project evaluated in the Roseville Electric Department 230-60-kV Fiddymment Substation Project Initial Study/Mitigated Negative Declaration, all applicable mitigation measures from the Roseville Electric Department 230-60-kV Fiddymment Substation Project Initial Study/Mitigated Negative Declaration will be implemented, and no new effects would be expected to occur. As such, no additional CEQA action is required at this time.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Mitch Larkin, Sr. Power Engineer

Daniel Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-063

Contract Agreement

RESOLUTION NO. 22-063

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

WHEREAS, an Agreement regarding Electric Landscaping Improvements - Fiddymont Substation Project, by and between the City of Roseville and Marina Landscape, 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, as well as any addenda or documents necessary to fulfill its purpose.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed fifteen percent (15%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2022, 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
Marina Landscape, Inc., a Corporation
("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 2nd day of
June, 2021, approved plans and specifications for the _____
Electric Landscape Improvements- Fiddyment Substation Project
and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the 26th day of October, 2021; and

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

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

Electric Landscape Improvements- Fiddymont Substation Project

in accordance with the Contract Documents (the Work).

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

2. PAYMENT. CITY shall pay CONTRACTOR Five Hundred and Sixty Six

Thousand dollars (\$ 566,000.00) for the Work

to be done under this Agreement in accordance with the Contract Documents.

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

a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);

b. The accepted bid;

c. Plans and specifications (including standard construction specifications, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 800.00 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 50 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

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

CITY OF ROSEVILLE

Mitch Larkin
2090 Hilltop Circle
Roseville, CA 95747
Fax: 916-784-3797

CONTRACTOR

Marina Landscape, Inc.
3707 W. Garden Grove Blvd.
Orange, CA 92868
714-935-1199

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

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

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

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

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

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

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

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

Marina Landscape, Inc. _____, a
Corporation

BY: 
its: Vice President
Ali tavakoli
and

ATTEST:

BY: 

its: Assistant Secretary

Kristen Ness

BY: _____

Carmen Avelos
City Clerk

APPROVED AS TO FORM:

BY: _____

Michelle Sheidenberger
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 

Print Name: Daniel Beans

Title: Electric Utility Director



COUNCIL COMMUNICATION

CC #: 1967

File #: 0200

Title: Utility Bill Print and Mail Services - Professional Services Agreement Amendment

Contact: Emily Sawin 916-774-5388 esawin@roseville.ca.us

Meeting Date: 3/16/2022

Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a First Amendment to Professional Services Agreement with InfoSend for utility bill print and mail services. Staff additionally requests authority for the City Manager or his designee to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

A Request for Proposal (RFP) for bill print and mail services was issued in late 2018. On April 3, 2019 City Council approved a professional services agreement with Infosend, Inc.. This agreement was for an initial period of three years with the option of annual renewals thereafter.

Staff recommend executing the annual renewal option for the one-year period beginning April 4, 2022, with four additional one-year optional renewals with a final expiration date of April 3, 2027. Infosend, Inc. has a vast knowledge of bill print, mail and marketing services with the City of Roseville and requires no integration or process changes.

FISCAL IMPACT

The cost of Infosend's service will be based on a fee schedule and the number of items processed for utility statements, notices and various marketing materials. Funding for this agreement is included in the adopted FY2021-22 Electric Department budget, estimated at \$650,000. However, given the total contract cost is based on the number of items processed and increases each year, staff recommends the City Council provide authorization to adjust the contract cost based on the amount included in future year adopted budgets. This recommendation has no impact on the City's General Fund.

ENVIRONMENTAL REVIEW

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

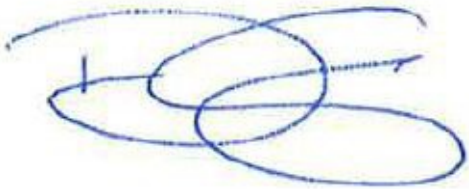
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Emily Sawin, Administrative Technician

Daniel Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-071

Agreement

RESOLUTION NO. 22-071

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY
AND BETWEEN THE CITY OF ROSEVILLE AND INFOSEND, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Professional Services Agreement for utility bill print and mail services, by and between InfoSend, Inc. 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 first amendment is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: DPMM and eBusiness Services

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and InfoSend, 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 Services Agreement dated April 3, 2019 ("Agreement") regarding Data Processing, Printing and Mailing Service and eBusiness services ("Project"); and

WHEREAS, CITY desires to extend the term of the agreement; and

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

NOW, THEREFORE, the parties agree as follows:

1. Section 2 of the Agreement is amended by adding a paragraph to read as follows:
"For its services provided as described in EXHIBIT "A" to the Agreement, CONSULTANT shall be compensated in accordance with the revised budget estimate as described in EXHIBIT "B" of this First Amendment to Agreement, attached hereto and incorporated herein by this reference. Such amounts paid to

CONSULTANT by CITY under this Agreement shall vary based on volume and number of items processed by CONSULTANT”.

2. Section 21 of the Agreement is added to read as follows:

“21. Term. The term of the Agreement, as amended by this First Amendment to Agreement, shall be for a period of one (1) year commencing on April 4, 2022. Provided that CONSULTANT is not in default in the performance of this First Amendment to Agreement, and provided that the CITY has not provided prior written notice for termination of this First Amendment to Agreement pursuant to Section 15 of the Agreement, this First Amendment to Agreement may be renewed on an annual basis for up to four (4) successive one (1) year terms commencing annually at the expiration of the prior First Amendment to Agreement term. It is intended that this First Amendment to Agreement shall have a maximum term of no more than five (5) years, unless amended as stated herein. Based on the maximum term of five (5) years, this Agreement shall have a natural expiration date of April 3, 2027 at the latest. All of the terms and conditions of this First Amendment to Agreement shall apply during each renewal term.”

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

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

CITY OF ROSEVILLE, a
municipal corporation

INFOSEND, INC., a California corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Daniel Beans
Daniel Beans (Feb 23, 2022 13:33 PST)

DANIEL BEANS
Electric Utility Director

SM
SM

BY: Diana Weil
its: EVP & Secretary

and

BY: Diana Weil
its: EVP & Secretary

EXHIBIT "B"

Exhibit B - InfoSend Fees

This Exhibit B is an integral part of and is subject to the terms and conditions of the Professional Services Agreement (the "Agreement") between InfoSend, Inc. ("InfoSend") and the City of Roseville ("Client"). This Exhibit B provides the Fees which InfoSend shall bill to Client in exchange for the Scope of Services shown in Exhibits A and C. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Fees

InfoSend fees will remain fixed for the first year of this agreement. InfoSend Fees may be adjusted once every twelve (12) months to account for increases in the cost of materials, labor and other overhead costs beginning on the fourth (4th) anniversary of the Agreement date. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

In addition to this, if Client uses the Printing and Mailing Service, it accepts that InfoSend reserves the right to pass on any extraordinarily high increases to the cost of forms or envelopes at any time. The Client will be notified, in writing, at least thirty (30) days prior to such price increase.

InfoSend pricing is predicated on Client representations of Client and Client User transactional usage. Should Client's actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what Client has represented to InfoSend in Section 2 below, then InfoSend reserves the right to renegotiate the Fees listed in this Agreement. Should this rare situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any reasonable costs to Client, in line with actual Client and Client User transactional usage.

Section 2. Client Representations

Client Volume Assumptions	
<u>Customers Contacted or Billed Monthly</u>	71,000
<u>Number of Batches Monthly</u>	Daily Files, electric, water, waste water and sewer PDF's
<u>Custom Materials and Monthly Volumes</u>	None

Section 3. DPPM Fees:

Data Processing	
Setup Fee - Express PDF Input Files	\$0.00
Setup Fee – Data Only Input Files	\$0.00
Document Re-Design Fee	\$0.00
Data Processing Fee (per document)	\$0.004

Printing and Mailing Service	
Bills - Print Fee per Page with 3/2 Ink – Documents printed and mailed using standard paper stock	\$0.0714
Notices – Print Fee per document using pressure seal stock	\$0.081
USPS Postage	Pass-through A postage deposit will be required prior to starting service.
Inline Inserts (per page)	TBD
Optional Color Upgrades (colors per side)	\$0.002
Excess Pages Handwork Surcharge (per mail piece)	\$0.15
NCOA Updates	\$0.35
CASS Certification	Included
Storage Fees Inventory storage – paper, envelopes, inserts, etc., if not included in “Per Statement Fee.”	Included

Materials	
Paper Stock (per sheet)	\$0.0157
Pressure Seal Stock (per form)	\$0.044
InfoSend Outgoing #10 Envelope	\$0.021
InfoSend Return #9 Envelope	\$0.0182
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.20

Optional Document Services	
Additional Insert fee (Note: InfoSend Produced Inserts are priced on request)	\$0.009 per insert \$0.01 additional per insert folded
Enhanced Print Quality	\$0.01
Envelope Messaging	At Quote
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.022 - For 36 Months of Retention
Electronic Inserts	\$0.00
Final Doc Transfer (FTP)	\$0.0075 per image InfoSend Batch File \$0.015 per image Custom File Format
Professional Services Rate (per hour) For requested programing changes after initial implementation Billable programing hours only begin upon request.	\$150.00
Return Mail Service	\$0.25 per reported returned mail piece \$0.50 per mail piece returned to InfoSend PO Box

Fee Explanations

Data Processing

- **Setup Fee - Express PDF Input:** requires a final composed PDF is uploaded to InfoSend for processing. Clients maintain control of document look and feel, but InfoSend designs a program to parse the necessary data from the PDF.
- **Setup Fee - Data Only Input:** requires the client provide a flat data extract, InfoSend creates, hosts and maintains an application to generate documents. Existing document design is copied.
- **Document Re-Design Fee:** using the "Data Only Input" method, InfoSend's Client Services Team assists in redesigning the format of printed documents to improve communications or to take advantage of new printing capabilities.
- **Data Processing Fee:** per document image that is processed by the InfoSend system for output.

Printing and Mailing Service

- **Print Fee:** price includes black and up to full color printing of variable data and form elements on the front and back of the page onto white form with a perforation.
- **Postage:** clients are invoiced for the exact postage used. Leveraging InfoSend's USPS compliance and expertise, clients are provided the lowest possible USPS automated rates when client batches qualify.
- **Inline Inserts:** price for inserts printed on demand as additional pages. Allows for more dynamic customer messaging with the extra pre-production lead time and overhead.
- **Optional Color Upgrades:** Different options are available at different prices. Numbers fewer than 4 equal individual colors, 4 equals full color. The number 1 means black or grey. All sheets are billed at the same rate; the price for the sheet with the highest number of colors is the applicable fee. 4 equals CM K (full color).
- **Excess Pages Handwork Surcharge:** surcharge is assessed per mail piece (not per page). This surcharge only applies to multiple page bills that have too many pages to be inserted into a #10 envelope by machine. This surcharge covers the necessary manual labor required to process these mail pieces.
- **Address Updates – NCOALink or ACS:** per reported update, InfoSend electronically reports the addresses it received in your data that need to be updated because the customer filed a Change of Address Report with the USPS. Cost is per update.
- **Postcard Printing:** price includes duplex printing of variable data and static elements on the front and back of the postcard stock. The paper stock price is listed separately below.
- **Postcard Color Upgrades:** same as above, all sheets are billed at the same rate; the price for the sheet with the highest number of colors is the applicable fee. 4 equals CM K (full color).

Materials

- **Paper Stock:** white paper stock with or without perforation. Paper is 8.5x11" and 24lb. Price includes all inventory costs. A larger 8.5x14" format is available at a higher material cost and higher printing cost.
- **Outgoing #10 Envelope:** #10 InfoSend Standard Double Window Outgoing Envelope. Includes security tint printed on the inside of the paper stock and clear film that prevent the contents of the envelope from being viewed. Sourced with sustainably logged paper (SFI).
- **Return #9 Envelope:** #9 InfoSend Standard Single Window Return Envelope. Includes the same security tint and SFI paper as the #10.
- **Outgoing Flat Envelope:** single window envelope, only used for multiple page statements that do not fit in the #10 envelope.
- **Postcard Stock and Upgrade Options:** InfoSend standard white postcard stock. Exact thickness is subject to change based on compatibility with equipment, however approximate range is 9-10 point. We can UV coat one side of the postcard to protect it during USPS mail processing.

Optional Document Services

- **Drop Shipped Inserts:** clients can print and fold inserts and ship them to InfoSend to be included with InfoSend produced mail. Additional fee applies if insert arrives at InfoSend but requires folding prior to insertion. Setup fees may apply for programming selective inserting. InfoSend-printed inserts are quoted upon request.
- **Enhanced Print Quality:** the baseline print image quality for transactional documents such as statements and invoices is 600 x 600 DPI. Work produced from InfoSend's Anaheim facility can be printed at an enhanced image quality at an additional cost. This option uses high definition pigment ink & variable drop sizes to achieve a perceived 1200 x 1200 DPI image quality.
- **Envelope Messaging:** custom messages and images can be printed onto the standard InfoSend #10 double window envelope as a more cost-effective alternative to pre-manufactured custom envelopes. The price depends on the artwork – number of colors and whether it prints on one or both sides of the envelope, as well as order quantity. Price is quoted upon request.
- **Print Image Archiving:** fee per document to process, index, and store a document as a PDF for a set number of months. PDFs are securely accessed using an InfoSend website application. Third party applications can also access the PDFs via a lightweight API with no cost. Setup fees may apply depending on configuration needs.
- **Electronic Inserts:** fee per digital image of a physically produced insert included in the PDF copy of a document. Ensures that client representatives and client customers can get the same information in the electronic bill as would go out physically.
- **Final Doc Transfer FTP:** each completed InfoSend batch is indexed and transferred to you via FTP or SFTP to store on your own network. InfoSend's standard Batch File format is one PDF per batch with an XML companion file providing meta data and page numbers. If the client requires a custom scheme, including individual PDFs per each image in a batch, the Custom fee applies. Note: setup fees may also apply for some custom setups.
- **Professional Services Fee:** per hour and performed only upon request for customizations made to processing program or document format after go-live. Work is only started after receiving client approval of a formal quote.
- **Return Mail Service:** InfoSend will provide electronic reporting of mail that is returned by USPS, saving clients the hassle of receiving and opening returned mail to update records. Optionally, InfoSend can provide a PO Box to gather any mail USPS returns, and InfoSend operators will scan in and update the report electronically for your staff.

Section 3.1. Custom Forms/Envelopes

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend's Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted.

Section 3.2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail.

Section 3.3. Postage Deposit

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client's payment terms. InfoSend requires Client to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination Client must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit is subject to an annual review and may be adjusted to account for changes to Client average mailing volume or changes to USPS postage rates. There will be no more than one adjustment requested per year, if at all.

The postage deposit amount is calculated by multiplying the estimated number of mail pieces per month by the current 5-Digit pre-sorted first class postage rate. The postage deposit currently on hand for your account is: \$19,635.00

ACCEPTED AND AGREED:

Client:

By: _____
Name: _____
Title: _____
Date: _____

InfoSend:

By: Roxana Weil
Name: Roxana Weil
Title: EVP
Date: 2/15/22



COUNCIL COMMUNICATION

CC #: 1958
File #: 0800-02

Title: Pleasant Grove Wastewater Treatment Plant Energy Recovery Project -
Professional Design Services Agreement Amendment

Contact: Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

Meeting Date: 3/16/2022
Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution to approve the Third Amendment to Professional Design Services Agreement with Brown and Caldwell for engineering services during construction of the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project.

BACKGROUND

Project Background

The Energy Recovery Project is currently under construction to add energy recovery facilities at the Pleasant Grove Wastewater Treatment Plant (PGWWTP) that will beneficially utilize digester gas produced by the new treatment processes being constructed as part of the PGWWTP Expansion Project.

The City awarded the Design-Assist and Construction contract on November 6, 2019. Construction of the PGWWTP Energy Recovery Project was expected to be completed in February 2022; however the Contractor's schedule currently shows the project completion being delayed to October 2022.

Professional Design Services Agreement Background

On September 2, 2015, Brown and Caldwell (BC) was awarded a professional design services agreement (PDSA) in the amount of \$468,908 to conduct the alternatives/economic analysis and basis of design study. Based on the several technology options that could be used to meet the project goals, staff determined that the PDSA would need to be issued and amended as needed based on project findings. In January 2017, the City awarded the First Amendment to the PDSA to BC for design services, contractor procurement support, and engineering services during construction. In March 2020, the City awarded the Second Amendment to the PDSA to BC for changes in design scope, procurement of newly identified grant and loan funding, and design-assist project lesson learned.

The Third Amendment to the PDSA to BC is required for BC to provide additional Engineering Services During Construction (ESDC) during the projected eight to nine month construction schedule extension, for BC's development of the project record drawings, and for modifications of the scopes of services included in the first and second amendments to the PDSA.

FISCAL IMPACT

The cost for the work included in the Third Amendment is \$563,213. The Third Amendment increases the previous contract amount of \$3,871,361 to a revised total contract cost of \$4,434,574. Funding for this work will be covered under the capital improvement projects for the South Placer Wastewater Authority and will be jointly funded between Roseville and the other SPWA Regional Partners (i.e. Placer County and the South Placer Municipal Utility District).

ENVIRONMENTAL REVIEW

Implementation of the PGWWTP Energy Recovery Project was previously evaluated in the Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Project Final Initial Study/Mitigated Negative Declaration (IS/MND) (SCH# 2016122040) (certified by the City Council on April 6, 2017), and the Addendum to the IS/MND (SCH# 2016122040) (certified by the City Council on November 7, 2018). The improvement plans included in the design-assist and construction agreement are consistent with the project evaluated in the certified Final IS/MND and the Addendum, and consequently no additional CEQA action is required for the Third Amendment approval.

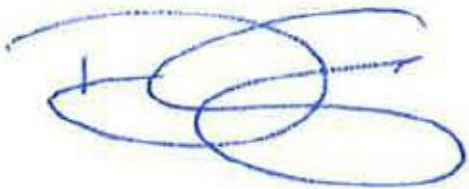
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Tracie Mueller, Senior Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-064

Third Amendment to PDSA

RESOLUTION NO. 22-064

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

WHEREAS, a Third Amendment to Professional Design Services Agreement for the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project, by and between the City of Roseville and Brown and Caldwell, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said third 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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**THIRD AMENDMENT TO
PROFESSIONAL DESIGN SERVICES AGREEMENT**

Pleasant Grove Wastewater Treatment Plant Cogeneration Project

THIS THIRD AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and Brown and Caldwell, a California corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Design Services Agreement dated September 2, 2015, amended January 18, 2017 and amended March 4, 2020 (“Agreement”) regarding the Pleasant Grove Wastewater Treatment Plant Cogeneration Project (“Project”);

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT’s letter/proposal titled “Design and Construction – Period Services for Pleasant Grove Wastewater Treatment Plant Energy Recovery Project”, dated February 3, 2022, which is attached hereto as Exhibit “A” and incorporated herein by 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 Third Amendment to Agreement.

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

"CITY shall pay five hundred sixty-three thousand, two hundred thirteen dollars (\$563,213), in consideration of the additional services as set forth in Exhibit "A" to the Third Amendment to Agreement. This brings the total not to exceed contract amount to four million, four hundred thirty-four thousand, five hundred seventy-four dollars (\$4,434,574)."

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Third 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 Third Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BROWN AND CALDWELL, a
California corporation

BY: _____
DOMINICK CASEY
City Manager

BY: Adam Ross
ADAM ROSS
its: VICE PRESIDENT

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
RICHARD D. PLECKER
Environment Utilities Director

and

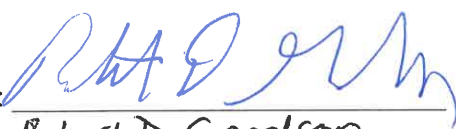
BY: 
Robert D. Goodson,
its: Corporate Secretary

EXHIBIT “A”

Design and Construction-Period Services
for
Pleasant Grove Wastewater Treatment Plant
Energy Recovery Project

Amendment 3 - Scope of Services and Fee

Prepared for
City of Roseville
February 3, 2022

Scope of Services

Introduction

The following Scope of Services has been prepared by Brown and Caldwell (BC) for additional construction-period services for the Pleasant Grove Wastewater Treatment Plant (PGWWTP) Energy Recovery Project. This scope is an amendment to the original scope and fee for this project (September 2, 2015), Amendment 1 (January 18, 2016) and Amendment 2 (March 4, 2020). The original scope and fee was to complete the alternatives analysis of various Fats, Oils and Grease (FOG) and Cogeneration alternatives and complete the Basis of Design Report (BODR) for the preferred alternative. Amendment 1 added design and construction-period services for the Energy Recovery Project. Amendment 2 added additional services relating to the detailed design and construction phases of the project, as well as the procurement of grant funding.

Amendment 3 includes the following scope:

- The General Contractor (Contractor) hired by the City of Roseville (City) informed BC and the City that construction completion for the Energy Recovery Project will be delayed by approximately 8 months. This amendment adds scope to cover engineering services for an 8-month schedule extension with an added month as a buffer. The Contractor's original construction scheduled showed a February 2022 completion date, and it is now assumed that engineering services during construction (ESDC) will be required through the end of November 2022.
- During construction, BC has performed effort beyond what was originally assumed necessary under phases 803 and 807. This amendment adds budget to those phases, so BC can continue to support the construction effort.
- Since the First Amendment was executed in early 2017, BC has developed a clearer understanding of the effort required for updating the City's plant operations and maintenance (O&M) manual. As a result, BC has added scope and clarified the assumptions for phase 805.
- The Renewable Fuel Credit Services added in Amendment 2, Phase 812, were scoped under the assumption that BC would assist the City with procuring the services of a single Broker through a Request for Proposal process. To help the City reduce Broker fees and retain more of the credit value, this Amendment 3 revises the Renewable Fuel Credit Services to reflect a self-performance approach. BC and the City will carry out the registration, marketing, brokering, reporting, and third-party consultant coordination and management for the Renewable Fuel Standard (RFS) and Low Carbon Fuel Standard (LCFS) fuel credit programs.
- This Amendment 3 removes the optional Self Generation Incentive Program (SGIP) Funding Application and Grant Assistance task (Phase 813) from BC's scope because the City will not pursue SGIP funding. The budget associated with Phase 813 will be eliminated from the overall project budget.
- This Amendment 3 adds the preparation of record drawings to the scope of services.
- The City has requested that BC organize the manufacturer O&M manuals submitted by the Contractor, in accordance with the City's standards. Effort to complete this task is included in this amendment.

- Lastly, this amendment modifies the scope for the asset management services covered under Phase 009.

Prior to execution of this amendment, Brown and Caldwell's activities have not exceeded the existing contract budget. Additional scope items requested by the City or necessitated by the Contractor's activities were accommodated within the original budget to continue supporting ongoing construction activities and to avoid any possible delays to construction.

Note that during execution of the work covered by the Energy Recovery Project contract, BC revised the phase number organization for the Phase 008 ESDC tasks to allow the City to more closely track BC's ESDC effort. The original phase numbers and revised phase numbers are presented in the following table. Revised phase numbers are used in this amendment.

Table 1. ESDC Task Organization

Original Phase Number	Revised Phase Number	Phase Title
008 - 001	801	Project Management
008 - 002	802	Design Revisions/Conformed Documents
008 - 003	803	ESDC
008 - 004	804	Factory Witness Testing
008 - 005	805	Startup Training and O&M Manual Update
008 - 006	806	PLC Programming and SCADA Implementation
008 - 007	807	Part Time Resident Engineer
008 - 008	808	Programming Scope Adjustments
008 - 009	809	Additional Design Clarifications
008 - 010	810	Clean Water State Revolving Fund (CWSRF) Funding Support
008 - 011	811	CEC Funding Support
008 - 012	812	Procurement of Renewable Fuel Credit Broker
008 - 013	813	SGIP Funding Application and Grant Assistance

Phase 803 – ESDC:

The ESDC scope defined in Amendment 1 has been exceeded during construction. Scope exceedances, quantified at the time this amendment was drafted, are listed below.

- The original scope assumed 50 requests for information at 4 hours each, whereas BC has responded to 120 requests for information.
- The original scope assumed 30 product data submittals at 8 hours each and 10 major submittal reviews at 40 hours each, whereas BC has responded to 442 total submittals.

In addition to the submittal and RFI exceedances, the effort required for BC to respond to either informal requests from the Contractor or Contractor construction issues surpassed the assumed level of effort in the Amendment 1 scope (4 hours per week). Examples of this additional support effort are listed below.

- The contract specifications require the Contractor to coordinate final conductor quantities, conduit quantities, and conduit routes with approved equipment submittals. However, the Contractor failed to determine final conduit routes and wiring connections and terminations for equipment supplied in vendor packages, including the Compressed Natural Gas (CNG) Fueling System and High Strength Waste (HSW) Odor Control System, despite receiving information regarding necessary wiring connections, motor sizes, etc. in the manufacturer equipment submittals. At the Contractor's request and to help the Contractor avoid

construction delays, BC had to develop clarifying drawings, explicitly showing updated control panels, wiring connections, and wiring sizes, to perform the submittal conformance effort that was originally the Contractor's responsibility.

- The Contractor submitted a CNG Fueling System package that had different power supply and controls configurations from the configurations anticipated in the contract drawings and specifications. The contract specifications require the Contractor to coordinate electrical material locations with the actual submitted mechanical equipment. Those specifications also require the Contractor to be responsible for wiring and controls of packaged systems that may vary from what is explicitly shown on the drawings. The Contractor failed to make the necessary revisions to the electrical room layout related to the submitted CNG Fueling System and requested BC's assistance. The Contractor also requested BC's assistance with conforming CNG Fueling System control strategy modifications that resulted from the submitted CNG Fueling package. BC assisted the Contractor with these tasks to avoid construction delays.
- The Contractor installed concrete-encased sub-grade conduits for the Energy Recovery Building electrical equipment that extended through locations where building footings would be placed. The Contractor's failure to coordinate their conduit routes with the structural design of the Energy Recovery Building compromised the building footings and required BC to redesign the footings to account for the large conduit bundles passing through or adjacent to those footings.
- A Contractor laborer struck a section of the Energy Recovery Building concrete masonry wall with a large construction vehicle. BC had to evaluate whether there was significant damage to the wall.
- The HSW Tank anchor bolts were drilled through in-slab conduits. BC had to evaluate impacts to the anchorage design and assess the Contractor's strategy for rerouting wiring

Prior to execution of this amendment, the additional scope (i.e., excess submittal reviews, RFI reviews, and ESDC support) was accommodated within the original budget to continue supporting ongoing construction activities and to avoid any possible amendment-related delays to submittal, RFI, and ESDC responses. A summary of the ESDC effort performed to date and estimates of additional ESDC effort required to support the Contractor through the estimated completion date is provided in the following table. Distributing the overall effort across the four ESDC tasks, BC assumed approximately 6.9 hours per ESDC task in the original Amendment 1 scope. Through the date this Amendment 3 was prepared, BC's actual effort was approximately 3.3 hours per ESDC task.

Table 2. ESDC Task Summary

ESDC Task	Submittals	RFIs	DCMs	Additional ESDC Effort	Total
Amendment 1 Assumptions					
Amendment 1 Assumed Quantity	40	50	8	100 weeks	
Amendment 1 Assumed Effort per Task	16 hours / submittal	4 hours/RFI	16 hours/DCM	4 hours/week	
Amendment 1 Total Assumed Hours	640	200	128	400	1,368
Effort to Date					
Actual Quantity to Date	442	120	8	84 weeks	
Actual ESDC Hours to Date	NA	NA	NA	NA	2,129
Estimated Effort for Remainder of the Initial Construction Period					
Estimated Quantity for Remainder of Initial 24-Month Construction Period (Phase 803)	24	10	0	16 weeks	
Effort per Task for Remainder of Initial 24-Month Construction Period (Phase 803)	8 hours / submittal	4 hours / RFI	NA	8 hours / week	
Total Hours (Phase 803)	192	40	0	128	360
Estimated Effort for Extended Construction Period					
Estimated Quantity for Extended Construction Period (Phase 816)	16	12	2	39 weeks	
Effort per Task for Extended Construction Period (Phase 816)	8 hours / submittal	4 hours / RFI	16 hours / DCM	4 hours / week	
Total Hours (Phase 816)	128	48	32	156	364

The excess ESDC effort to date will be covered by budget transfers from Phases 806 and 809 because it is not expected that all the budget for those phases will be used. The estimated effort for the extended construction period is included in Phase 816.

To cover the estimated effort for the remainder of the initial 24-month construction period, the following scope shall be added to Phase 803 under this Amendment 3:

BC shall respond to an additional 24 product data submittals (assuming an average of 8 hours of effort per submittal) and an additional 10 requests for information (assuming 4 hours per request).

The additional informal support (meeting attendance, site visits, and response to informal questions) assumption shall be revised from 4 hours per week to 8 hours per week. These additions apply to the remainder of the initial 24-month construction duration (i.e., 4 months from the time this amendment was drafted).

BC assumes 360 hours of added effort for this task.

Phase 805 – Startup Training and O&M Manual Update:

The Startup Training and O&M Manual Update phase was originally added as a task under Phase 008 in the First Amendment. Since the First Amendment was executed in early 2017, BC has developed a clearer understanding of the effort required for updating the City's plant operations and maintenance (O&M) manual. As a result, the following scope shall be added to Phase 805 under this Amendment 3:

BC will develop up to 4 new chapters for the City's plant O&M manual. These chapters will cover the Biogas Upgrading System, HSW Receiving and Odor Control System, CNG Fueling System, and Microturbines. BC will use the City's O&M manual template that has been modified by Kennedy Jenks Consultants. The O&M manual chapters may include information from product data submittals, manufacturer O&M manuals, and field startup and testing data. BC will review and respond to one round of City comments for each O&M manual chapter.

BC assumes that the City will provide the O&M manual chapter template. BC also assumes that the City, Contractor, and/or Construction Manager will provide the submittals and startup and testing data necessary to complete the O&M manual chapters. BC assumes that City comments will be provided in a single compiled document.

This scope amendment adds an additional 56 hours for each O&M manual chapter, which includes time to review and respond to one round of City comments.

Deliverables: Up to 4 new O&M manual chapters, delivered electronically in PDF format.

Phase 807 – Part Time Resident Engineer:

The Part Time Resident Engineer scope defined in Amendment 2 has been exceeded during construction. The original scope stated that BC will provide a 60% equivalent time resident engineer. Quantified at the time this amendment was drafted, effort for the Part Time Resident Engineer phase equates to approximately 75% equivalent time. Examples of additional-scope effort performed by Part Time Resident Engineer are listed below.

- The Part Time Resident Engineer has supported PG&E coordination efforts, including field visits and virtual meetings.
- The Part Time Resident Engineer has supported coordination with the City's Fire Department.
- The Part Time Resident Engineer has helped develop the Roseville Electric Interconnection Application and supporting documentation.
- The Part Time Resident Engineer has led redesign activities, resulting from design-assist changes recommended by the Contractor and agreed to by the City, for the Energy Recovery Building architectural and structural design to allow for construction cost savings.
- The Part Time Resident Engineer has also led the redesign and coordination efforts for the HSW receiving facility modifications, which were requested by the City after contractor procurement and were based on the City's wastewater team's lessons learned from operation of the Dry Creek HSW facility.

- Other Part Time Resident Engineer support activity examples include reviewing and providing feedback for stainless steel material and supplier changes and HSW tank manufacturer changes, which were impacted by the COVID-19 pandemic, and coordinating options for structural steel installation issues.

To continue supporting project construction through the initial 24-month construction duration, the following scope shall be added to Phase 807 under this Amendment 3:

BC shall increase the part time resident engineer allocation from 60% equivalent time to 75% equivalent time for the entire 24-month construction duration. A total of 624 additional hours are budgeted to cover the added time (15% equivalent time) within the initial 24-month construction duration.

Phase 812 – Renewable Fuel Credit Services:

The Renewable Fuel Credit Services added in Amendment 2, Phase 812, were scoped under the assumption that BC would assist the City with procuring the services of a single broker through a request for proposal process where the broker would be responsible for all aspects of Renewable Identification Number (RIN) and LCFS registration, management and monetization. Through initial work on this task, BC and the City staff have determined that a self-performance approach to the overall management of the RIN and LCFS services allows the City to reduce broker fees and retain more of the credit value. This Amendment 3 revises the Renewable Fuel Credit Services to reflect this self-performance approach. BC will provide assistance and train the City to carry out the registration, marketing, brokering, reporting, and third-party consultant coordination and management for the RFS and LCFS fuel credit programs for the first year of credits.

The Amendment 2, Phase 812, scope of services shall be replaced with the following:

The renewable compressed natural gas (rCNG) vehicle fuel produced by the Project is eligible for credits and incentives through State and Federal programs. The State of California offers credits through the California Air Resources Board's (CARB) LCFS program. The Federal government offers RIN credits through the Environmental Protection Agency's (EPA) RFS program. The value of these credits will provide financial benefits to the Project. BC will help City staff with preparing the registration applications for the RFS and LCFS, marketing and monetization of fuel credits, and identifying and working with third party consultants.

BC's scope items include the following tasks:

- BC will work with the City to compile information to be provided to EPA and CARB to begin generating RINs and LCFS credits as early as possible.
- BC will help the City fill out the RFS Production Outlook Report (80.1449) to meet the June 1st annual deadline for the first year of operation.
- BC will assist the City with preparing a request for bids (RFB) for fuel credits and provide guidance on RFB timing based on market intelligence and trends.
- BC will help the City market, broker, and transfer fuel credits to obligated parties for one occurrence. This task assumes that coordination with Roseville Electric will be required for transferring LCFS credits to obligated parties.
- BC will assist the City in establishing the following accounts necessary for participation in the RFS and LCFS: EPA Moderated Transaction System (EMTS), Central Data Exchange (CDX) Office of Transportation and Air Quality (OTAQ) Registration, and LCFS Alternative Fuels Portal (AFP). This is a one-time task.

- BC will coordinate with and help the City procure and manage third parties to meet the requirements for RFS and LCFS. The third parties will perform an engineering review, site visit, engineering report, validation, verification, carbon intensity modeling, RIN attestation, reporting and monitoring, EMTS account administration and quality assurance plans. This effort assumes a one-year duration.
- BC will assist the City with first-year preparation of quarterly and annual LCFS and RFS reports. This task assumes that ERP-specific LCFS reports will be coordinated and shared with Roseville Electric.

Effort assumes a total of 400 hours. The remaining budget from the previously scope is credited against this effort to complete. The scope assumes the City will provide BC administrative access to all online accounts and requested documents in a timely manner. The scope also assumes that Roseville Electric already has a LCFS account and that the BC does not need to assist with establishing a LCFS Report Tool, Credit Bank, and Transfer System account.

Phase 813 – SGIP Funding Application and Grant Assistance (Optional Task):

The Amendment 2, Phase 813, scope of services for the optional SGIP Funding Application and Grant Assistance task shall be removed from this contract as part of Amendment 3.

Phase 814 – Record Drawings:

BC had specified that the Contractor prepare the record drawings at the conclusion of the construction project; however, based on lessons learned from previous projects, BC and the City staff have determined that BC should add the task of developing record drawings. The following scope of services shall be added:

BC will prepare record drawings for the project. The Contractor and Construction Manager shall maintain a current set of marked-up contract documents showing field changes in electronic format. BC shall incorporate the Contractor and Construction Manager redlines into a record set.

Scope items shall include:

- BC will incorporate Contractor redlines using the design CAD software.
- BC will perform a quality review of the updated drawings.
- BC will provide CAD files to the City in electronic format (Revit, Civil 3D and AutoCAD files depending on the design software used).
- BC will provide final record drawings as an electronic PDF file.
- BC will provide up to ten (10) half-size hard copies and (2) full-size hard copies (bond paper) of the record drawings, if requested by the City.

Effort assumes 3 hours per sheet (184 sheets total) plus engineering and review time for a total of 616 hours. Scope excludes field-verification of redline documents. Scope excludes modeling of vendor package systems where detailed submittals and O&M manuals already depict the as-built system within the vendor package. Scope excludes the reduction of Revit and Civil 3D files into basic AutoCAD format (.dwg). BC may start record drawings prior to the Contractor's overall completion of work.

Contractor Schedule Extension:

The Contractor has extended the construction schedule by 8 months. BC will provide additional ESDC support through the end of construction. This effort includes additional PM time, time for the part time resident engineer, ESDC effort, and CWSRF funding support for the 8-month construction phase extension and a 1-month buffer.

Phase 815 – Project Management Extension:

Project management for the 9-month extension shall include administration of the contract, preparation of monthly invoices and status reports, maintenance of the project schedule and budget, monthly check-in meetings, and other critical project manager duties.

Effort assumes 12 hours of project management time per month.

Phase 816 – ESDC Extension:

BC will support project construction during the 9-month extension period by responding to requests for information, reviewing submittals, and issuing design clarifications. As shown in Table 2, the estimated ESDC effort for the extended construction period assumes that BC will respond to up to 12 additional requests for information at 4 hours each, BC will respond to up to 16 additional submittals at 8 hours each, and BC will develop up to 2 additional design clarifications at 16 hours each.

In addition to formal requests for information, BC assumes an effort of 4 hours per week for the extended 9-month construction period to attend meetings virtually, visit the site, support start-up and testing activities, or answer informal questions. BC will provide this additional ESDC support up to the limit of the budget.

Phase 817 – Part Time Resident Engineer Extension:

BC will provide a 60% equivalent time resident engineer onsite during the extended 9-month construction phase of the project to facilitate communication among the City, Contractor, the Design teams (BC and Kennedy Jenks Consultants), and the Construction Manager and to support technical related matters. The part time resident engineer may provide support for up to 75% equivalent time, as requested by the City. The budget assumes 75% equivalent time for the resident engineer. Part time resident engineering will be provided up to the limit of the budget. BC's part time resident engineer will be onsite up to 3 days per week, not including weekends or evenings. BC shall not modify the approved BC part time resident engineer staff, William Pevec, without prior City approval.

Phase 818 – CWSRF Funding Support Extension:

The extended construction period will require additional CWSRF funding support. Effort assumes that BC will prepare up to 3 additional quarterly reports at 20 hours per report.

This amendment also adds scope to support CWSRF disbursement requests through the end of construction. Effort assumes up to 5 disbursement requests and 16 hours per disbursement request. Effort assumes that the Contractor will be responsible for supplying monthly disbursement summaries that have been formatted to meet CWSRF requirements and any necessary backup documentation.

To respond to any remaining American Iron and Steel (AIS) questions, review additional AIS certifications, maintain the AIS De Minimis log, and attend CWSRF funding coordination meetings,

effort assumes 2 hours per week for the 9-month extended construction period. BC will provide additional CWSRF funding support up to the limit of the budget.

Deliverables:

- BC will provide up to 3 CWSRF quarterly reports, delivered electronically in PDF format.
- BC will develop up to 5 disbursement requests, delivered electronically in PDF and/or MS Excel format.
- BC will share a weekly update of AIS tracking log for construction progress meetings.
- BC will provide a final hard copy AIS binder that contains all approved AIS certification documentation submitted by the Contractor and all approved AIS waivers. BC will also provide an electronic version of the AIS binder, delivered via shared folder or USB drive.

Phase 819 – Final Manufacturer O&M Manuals:

BC will organize final electronic O&M manuals for the City using the manufacturer O&M manuals submitted by the Contractor. Final O&M manuals will be tabulated by section and organized according to the City's standards. BC will also develop an organized electronic index of the manufacturer O&M manuals.

Scope items include:

- Provide final organized manufacturer O&M manuals in electronic PDF format.
- Develop an electronic index for the manufacturer O&M manuals.

Effort assumes 30 O&M manuals (6 O&M manuals for major equipment packages or systems and 24 O&M manuals for minor equipment) at 4 hours per major O&M manual and 1 hour per minor O&M manual (48 hours total). Effort also assumes 4 hours to assemble and review the index. The Contractor is responsible for supplying the original manufacturer O&M manuals.

Deliverable: Electronic package of organized manufacturer O&M manual PDFs and electronic index of O&M manuals (PDF) provided via shared folder or USB drive.

Phase 009 – Asset Management:

The original scope for Phase 009 included the following subtasks:

- Database Development and Maximo Interface
- Collection of Asset Data during Construction
- Develop Preventative Maintenance (PM) and Job Plan Integration Tools
- Prepare PM and Job Plans

Since the time the original Phase 009 scope was developed (early 2017), the City's internal asset management capabilities have expanded. The City has an established asset management data entry spreadsheet and Maximo interface, and develops their own preventative maintenance plans and imports those plans into Maximo. Before the City fully developed their internal asset management tools and protocols and before the decision was made to change the Phase 009 scope, some effort had been expended under the Database Development and Maximo Interface and Develop PM and Job Plan Integration Tools subtasks. That effort included initial Maximo database and Excel interface development work, asset management protocol development, and database coordination with the City.

The Phase 009 Asset Management scope shall be revised as follows:

The scopes for subtasks for Database Development and Maximo Interface, Develop PM and Job Plan Integration Tools, and Prepare PM and Job Plans shall be eliminated, and the unspent budget for those subtasks will be credited to the City.

The following scope will be added to the Collection of Asset Data during Construction subtask:

Collection of Asset Data during Construction

BC will consolidate the design data information collected for the Energy Recovery Project and load this information into the City's asset data transfer spreadsheet (MS Excel). BC will enter asset data from the Contractor's product data, operations and maintenance manual, and asset data submittals, as necessary. BC will provide the completed asset data transfer spreadsheet no later than 1 month after the Contractor completes the final set of functional tests for the Energy Recovery Project.

Additionally, BC will lead coordination efforts and meetings necessary to coordinate asset data collection activities between the Energy Recovery Project and the Expansion Project. BC will coordinate activities with Kennedy Jenks Consultants (design engineer for the Expansion Project), City staff, Construction Manager staff, and Contractor staff.

The task assumes up to 2 hours per submittal to enter asset data into the spreadsheet. The task also assumes that asset data will be entered for up to 150 submittals, based on a rough estimate of the quantity of equipment and control valves added by the Energy Recovery Project. The budget for the task also assumes up to 40 hours of effort for asset coordination and meetings and 40 hours for responding to City asset data comments. The asset data collection support covered by this scope will be provided up to the limit of the budget.

Scope assumes that the City will supply the asset data transfer spreadsheet and the Energy Recovery Project Contractor or Construction Manager will provide equipment submittals and other necessary information not contained within the submittals. The scope also assumes that the City will be responsible for loading the asset data transfer spreadsheet into their asset management database.

Deliverable: Electronic (MS Excel) copy of the City's asset data transfer spreadsheet provided via email, shared folder, or USB drive.

SCHEDULE

Amendment 3 tasks will be conducted during the construction and commissioning period, which is expected to be completed by November 2022, with the exception of record drawings, which are assumed to be completed by January 2023. The project schedule is based on the Contractor's construction schedule.

FEE

The overall effort associated with the Amendment 3 additional services is \$563,213, increasing the total budget from \$3,871,361 to \$4,434,574. A detailed budget table for Amendment 3, organized by task and by labor hours, is included in Attachment A. Additionally, a table showing updated total budget values, which include Amendment 3 modifications, for all Project phases is included in Attachment B.

This total budget includes an Unanticipated Technical Services Support allowance budget of \$130,000 (established in Amendment 1, Phase 010), which may be used at the City's direction. An unanticipated task for geotechnical observations was approved by the City, and the City released

\$20,000 for that task. BC utilized \$3,915 for that task, which was completed. The remaining Unanticipated Technical Services Support budget is \$126,085.

The following table summarizes the previously executed and proposed agreements and amendments under this contract:

Table 3. Fee Summary

Agreement / Amendment	Scope of Services	Budget per Agreement /Amendment	Budget Running Total
Agreement	Alternatives Analysis, Basis of Design Report	\$468,908	\$468,908
First Amendment	Detailed Design, Engineering Services During Construction	\$2,276,891	\$2,745,799
Second Amendment	Additional Design-, Bid- and Construction-Period Services	\$1,125,562	\$3,871,361
Third Amendment	Additional Construction- Period Services	\$563,213	\$4,434,574

Attachment A: Amendment 3 Fee Estimate

Attachment A

City of Renoville Energy Recovery Project - Amendment Three Proposal Budget																			
Phase	Phase Description	Project Manager	Staff Engineer	RINWLCFS Lead	I&C/Programming	Electrical Lead	Structural Lead	Electrical Staff	Project Analyst	Structural Staff	Monitoring Manager	CAD/IAH	Civil CAD	Staff Engineer	Billing	Funding Support	Total Labor Hours	Total Labor Effort	AFC
803	ESDC																		
	Budget Transfer from Phases 806 and 809																360	66,016	2,860
																			194,696
805	Startup Training and O&M Manual	16	64	0	0	0	0	16	0	0	0	0	0	128	0	0	224	32,072	1,792
	Part Time Resident Engineer	16	64	0	0	0	0	16	0	0	0	0	0	128	0	0	224	32,072	1,792
																			33,864
806	PLC Programming																		
	PLC Programming																		-75,000
																			-75,000
807	Part Time Resident Engineer	0	400	0	0	0	0	0	0	0	0	0	0	224	0	0	624	89,708	4,992
	Part Time Resident Engineer	0	400	0	0	0	0	0	0	0	0	0	0	224	0	0	624	89,708	4,992
																			94,698
809	Additional Design Clarifications																		
	Additional Design Clarifications																		-50,000
																			-50,000
812	Renewable Fuel Credit Services	80	60	260	0	0	0	0	0	0	0	0	0	0	0	0	400	93,951	3,200
	Renewable Fuel Credit Services	80	60	260	0	0	0	0	0	0	0	0	0	0	0	0	400	93,951	3,200
	Renewable Fuel Credit Services (Revised)																		-24,630
																			97,151
813	SGIP (Budget Credit)																		
	SGIP																		-65,251
																			-65,251
814	Record Drawings	8	40	0	0	8	8	0	0	0	0	468	84	0	0	0	616	127,351	4,928
	Record Drawings	8	40	0	0	8	8	0	0	0	0	468	84	0	0	0	616	127,351	4,928
																			135,279
815	Project Management Extension	36	0	0	0	0	0	0	32	0	16	0	0	0	24	0	108	21,152	864
	PM	36	0	0	0	0	0	0	32	0	16	0	0	0	24	0	108	21,152	864
																			884
																			22,016
816	ESDC Extension	100	0	0	28	40	24	120	0	52	0	0	0	0	0	0	364	72,378	2,912
	ESDC Extension	100	0	0	28	40	24	120	0	52	0	0	0	0	0	0	364	72,378	2,912
																			75,290
817	Part Time Resident Engineer Extension	0	650	0	0	0	0	0	0	0	0	0	0	520	0	0	1,170	184,047	9,360
	Part Time Resident Engineer Extension	0	650	0	0	0	0	0	0	0	0	0	0	520	0	0	1,170	184,047	9,360
																			173,407
818	CMSRF Funding Support Extension	0	70	0	0	0	0	0	0	0	0	0	0	0	0	0	148	27,633	1,744
	CMSRF Funding Support Extension	0	70	0	0	0	0	0	0	0	0	0	0	0	0	0	148	27,633	1,744
																			29,377
819	Final Manufacturer O&M Manuals	0	8	0	0	0	0	0	0	0	0	0	0	44	0	0	52	6,424	416
	Final Manufacturer O&M Manual	0	8	0	0	0	0	0	0	0	0	0	0	44	0	0	52	6,424	416
																			6,840
819	Asset Management (Updated)	0	80	0	0	0	0	0	0	0	0	0	0	0	0	0	300	46,194	3,040
	Database Development	0	80	0	0	0	0	0	0	0	0	0	0	0	0	0	300	46,194	3,040
	Collection of Asset Data during Construction																		-19,643
	Develop PM and Job Plan Tools																		48,234
	Prepare PM and Job Plans																		-28,046
																			-35,098
	Requested Releases from Unanticipated Technical Support Services																		0
																			0
	AMENDMENT GRAND TOTAL	240	1,372	260	28	48	32	136	32	52	16	468	84	916	24	448	4,156	890,907	33,248
	Remaining Unanticipated Technical Support Services Budget																		553,213
																			36,248
																			128,085

Notes:

Hours and Dollars are rounded to nearest whole number.
In addition to the hours added to Phases 803, Phase 803 also includes budget that is being transferred from Phases 806 and 809.

Attachment B: Updated Total Project Budget

Attachment B

City of Roseville Energy Recovery Project - Updated Total Project Budget

Phase	Phase Description	Total Labor Hours	Total Labor Effort	APC	Total ODCs	Total Subs	Total Expense Effort	Total Effort
001	Economic Analysis Report	734	\$126,232	\$5,875	\$1,533	\$0	\$7,408	\$133,640
002	Basis-of-Design Report	1711	\$233,706	\$13,687	\$552	\$40,016	\$54,255	\$287,961
003	Air Permit Assistance	133	\$27,637	\$1,063	\$268	\$0	\$1,331	\$28,969
004	Project Management	111	\$17,968	\$887	\$81	\$0	\$968	\$18,936
005	30% Design Submittal	3782	\$604,270	\$30,255	\$4,139	\$46,988	\$81,382	\$685,652
006	60% Design Submittal	3433	\$528,285	\$27,468	\$1,724	\$30,655	\$59,846	\$588,131
007	Final Design Documents	2305	\$455,227	\$18,438	\$2,003	\$3,570	\$24,011	\$479,239
072	Bid Period Assistance	214	\$42,742	\$1,714	\$39	\$0	\$1,753	\$44,495
008	ESDC	686	\$110,520	\$5,491	\$0	\$13,860	\$19,351	\$129,871
801	ESDC - Project Management	121	\$21,552	\$967	\$21	\$0	\$989	\$22,541
802	ESDC-Design Revisions/ConformedDocs	166	\$28,339	\$1,329	\$2,272	\$0	\$3,601	\$31,939
803	ESDC*	2230	\$382,746	\$17,839	\$825	\$0	\$18,664	\$401,410
804	ESDC - Witness Testing	6	\$1,282	\$49	\$2,652	\$0	\$2,701	\$3,983
805	ESDC-Startup Training/O&M Manual*	390	\$58,819	\$3,123	\$1,025	\$0	\$4,148	\$62,967
806	ESDC - PLC/SCADA*	959	\$135,904	\$7,676	\$124	\$0	\$7,800	\$143,704
807	ESDC - Part Time Resident Engineer*	2993	\$393,979	\$23,940	\$3,000	\$0	\$26,940	\$420,919
808	ESDC -Programming Scope Adjustments	0	\$0	\$0	\$0	\$0	\$0	\$0
809	ESDC - Add'l Design Clarifications*	207	\$45,522	\$1,657	\$0	\$0	\$1,657	\$47,179
810	ESDC - CWSRF	682	\$85,815	\$5,459	\$0	\$0	\$5,459	\$91,274
811	ESDC - CEC	420	\$52,693	\$3,361	\$0	\$0	\$3,361	\$56,054
812	ESDC - Renewable Fuel Credit*	400	\$93,951	\$3,200	\$0	\$0	\$3,200	\$97,151
813	ESDC - SGIP (Budget Credit)*	0	\$0	\$0	\$0	\$0	\$0	\$0
814	Record Drawings*	616	\$127,351	\$4,928	\$3,000	\$0	\$7,928	\$135,279
815	Project Management Extension*	108	\$21,152	\$864	\$0	\$0	\$864	\$22,016
816	ESDC Extension*	364	\$72,378	\$2,912	\$0	\$0	\$2,912	\$75,290
817	Part Time Resident Engineer Extension*	1170	\$164,047	\$9,360	\$0	\$0	\$9,360	\$173,407
818	CWSRF Funding Support Extension*	218	\$27,633	\$1,744	\$0	\$0	\$1,744	\$29,377
819	Final Manufacturer O&M Manuals*	52	\$6,424	\$416	\$0	\$0	\$416	\$6,840
009	Data Management*	619	\$81,353	\$4,952	\$45	\$0	\$4,997	\$86,350
010	Unanticipated Technical Services (Released)	20	\$2,608	\$162	\$0	\$17,231	\$17,392	\$20,000
010	Unanticipated Technical Services (Unreleased)							\$110,000
GRAND TOTAL		24,852	\$3,950,135	\$198,816	\$23,305	\$152,318	\$374,439	\$4,434,574

*Phases with asterisks were either modified or added by Amendment 3.



COUNCIL COMMUNICATION

CC #: 1973
File #: 0900-02

Title: West Side Tank and Pump Station Project (Phase 2) - Professional Design Services Agreement Amendment
Contact: Rana Moore 916-774-5552 rcmoore@roseville.ca.us

Meeting Date: 3/16/2022
Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve the First Amendment to Professional Design Services Agreement with Water Works Engineers, LLC in the amount of \$101,142 for the West Side Tank and Pump Station Project (Phase 2), and authorize the City Manager to execute it.

BACKGROUND

As part of the West Side Tank and Pump Station (Phase 2) Project, a Crew Facility and shop is currently under design, and will be constructed on the same property.

On February 7, 2018, Water Works Engineers, LLC (WWE) was awarded a professional design services agreement for the design and construction management services for the West Side Tank and Pump Station Project, which included the Crew Facility.

Due to construction logistics, Environmental Utilities delayed construction of the Crew Facility to a year after start of construction of the project. It was planned for WWE to provide construction management services simultaneously for both projects. However, due to the delayed start and extended schedule of the Crew Facility, an amendment to WWE's budget is required to support the project through completion of the Crew Facility.

The main areas of support this amendment will allow WWE to provide through project completion include:

- Engineering services during design, permitting and construction;
- Construction administration oversight of the project;
- Onsite construction management; and
- Technical submittal reviews.

The total fee for extending WWE's services is \$336,921. City staff are eliminating an optional task from WWE's original agreement in the amount \$235,739. The optional task was for the

design of a hydroelectric facility to generate supplemental on-site power. A preliminary evaluation by WWE of this option deemed it infeasible for the site. The net not-to-exceed change in WWE's contract is \$101,142.

FISCAL IMPACT

This project is funded by the Water Construction Fund and can be accommodated within the existing Capital Improvement Plan budget. No additional funding is required at this time.

ENVIRONMENTAL REVIEW

Development of the West Side Tank and Pump Station was previously evaluated in the Amoruso Ranch Specific Plan Environmental Impact Report (EIR) (SCH No. 2008032115), certified June 15, 2016. Construction of the West Side Tank and Pump Station is within the scope of the project covered by the Amoruso Ranch Specific Plan Final EIR. The EIR provides environmental analyses of community infrastructure and facilities, including specifically addressing potable water storage and potable water storage tank location on the West Side Tank and Pump Station project site. Because the project is consistent with the Amoruso Ranch Specific Plan Final EIR, no new effects would be expected to occur and all applicable mitigation measures from the Amoruso Specific Plan EIR will be implemented during the design and construction of the project. As the proposed project meets the requirements identified in Section 15183 of the State CEQA Guidelines, no additional CEQA review is required.

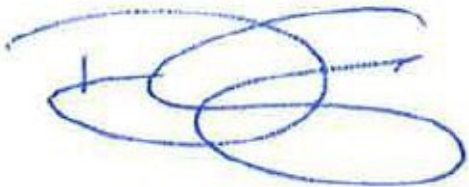
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Rana Moore, Assistant Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-078

First Amendment to Professional Design Services Agreement

RESOLUTION NO. 22-078

APPROVING A FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WATER WORKS ENGINEERS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Professional Services Agreement for the West Side Tank and Pump Station Project (Phase 2), by and between the City of Roseville and Water Works Engineers, LLC, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL DESIGN SERVICES AGREEMENT**

West Side Tank and Pump Station Project (Phase 2)

THIS FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and Water Works Engineers, LLC, an Arizona limited liability company (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Design Services Agreement dated February 7, 2018 (“Agreement”) regarding the West Side Tank and Pump Station Project (Phase 2) (“Project”);

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT’s letter/proposal dated February 10, 2022, which is attached hereto as Exhibit “A” and incorporated herein by 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.

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

“CITY shall pay one hundred one thousand, one hundred forty-two dollars (\$101,142), 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 two million, six hundred eighty-nine thousand, fifty-three dollars (\$2,689,053).”

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

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

CITY OF ROSEVILLE, a
municipal corporation

WATER WORKS ENGINEERS, LLC, an
Arizona limited liability company

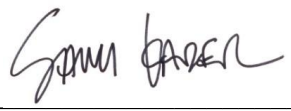
BY: _____
DOMINICK CASEY
City Manager

BY:  _____
its: Managing Member, Michael J Fisher

and

[SIGNATURES CONTINUED ON NEXT PAGE]

ATTEST:

BY: 
its: Managing Member, Sami Kader

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT “A”



WATERWORKS ENGINEERS

February 10, 2022

City of Roseville

Attn: Rana Moore - Assistant Engineer - Environmental Utilities – Technical Services

2005 Hilltop Circle

Roseville, CA 95747

RE: Scope of Services to Provide Design Services for the City of Roseville
West Side Tank and Pump Station Project (Phase 2)
Operations Crew Building Design Build Oversight Assistance

Water Works Engineers, LLC (Water Works or WWE) is pleased to submit our Scope of Services to Provide Additional Professional Services for the City of Roseville (City) West Side Tank and Pump Station Project (Phase 2). The City desires ENGINEER's assistance to oversee design, permitting and construction of the Operations Crew Building at the West Side Tank and Pump Station site. ENGINEER will provide engineering services during design, permitting and construction and construction administration oversight of the project as further described herein.

Water Works is an Arizona LLC. Our Project Manager and Principal-in-Charge for the requested services shall remain Mike Fisher, P.E., in close coordination with our Construction Manager, Steve Hooper, P.E. We respectfully request that payment for services rendered be sent to our Scottsdale, AZ office, Attn: Accounts Payable. Contact information for our Roseville, CA and Scottsdale, AZ offices are provided below.

Project Manager / Principal-in-Charge

Michael J. Fisher

Water Works Engineers

2260 Douglas Blvd., Suite 105

Roseville, CA 95661

(office) 916-780-2888 x401

(office – direct) 916-277-9027

(cell) 916-521-9200

mikef@wwengineers.com

Payment Contact

Attn: Accounts Payable

Water Works Engineers

7500 North Dobson Rd., Suite 200

Scottsdale, AZ 85256

O 480-661-1742

ap@wwengineers.com

If you have questions or need additional information, please feel free to contact Mike Fisher. We look forward to working with the City and the selected Contractor to deliver this project smoothly and efficiently.

Very Truly Yours

WATER WORKS ENGINEERS, LLC

Mike Fisher, P.E., Project Manager/ Principal-in-Charge

Water Works Engineers, LLC Managing Member

Roseville Office Manager; mikef@wwengineers.com; 916-521-9200 (cell)



PROJECT UNDERSTANDING

The City of Roseville (City, CLIENT) intends to construct the West Side Tank and Pump Station (WST&PS) Operations Crew Building improvements. The Operations Crew Facility will be procured as a standalone design-build (D-B) project. Water Works Engineers, LLC (ENGINEER) produced bridging documents for the D-B contract consisting of Concept Technical Specifications and Concept Drawings. These documents, combined with City Contract, Request for Proposal (RFP) and D-B CONTRACTOR (Design-Builder) proposal are the basis for the design and construction of the improvements.

The work of the D-B CONTRACTOR includes, but is not limited to, Design, Permitting and Construction of a new Crew Building at the West Side Tanks and Pump Station site 4501 Westpark Drive, Roseville, CA 95747. The Crew Building will consist of a nominal 6000 square foot building with approximately 50% of the floor space built as office space and 50% of the floor space built as a high-ceiling two-bay mechanic shop. The architectural design and finishes of the facility will match and/or be complimentary to the West Side Pump Station facility located on the same site. Paved and gravel parking areas will be provided with the facility and the site, and site drainage will be completed in coordination with the overall facility layout. Electrical and control systems located in the crew facility will be coordinated with the West Side Pump Station as well as the overall City communications system.

The general arrangement and intent for the facility have been described in the West Side Tanks and Pump Station Operations Crew Facility Project Design-Build Request for Proposals, preliminary plans and specifications provided with the RFP. The Design-Builder has the overall responsibility to complete the detailed design, carrying the design concepts presented in the preliminary design drawings, through the final design process, to produce a code-compliant facility which accomplishes the design intent shown in the preliminary design drawings and specifications. The design process will be iterative and collaborative with the City with the final design as approved by the City. Design-Builder will apply for and get all required permits to construct the project, including but not limited to building permits, grading permits, etc. After design and permitting have been completed, Design-Builder will be responsible for the construction, testing and start-up of all equipment, and commissioning of the facility.

The City desires ENGINEER's assistance to oversee design, permitting and construction of the Operations Crew Building in accordance with the design intent of the ENGINEER's bridging documents. ENGINEER will provide engineering services during design, permitting and construction and construction administration oversight of the project as described herein.

PROJECT STATUS

Water Works Engineers provides this summary of scope and schedule changes that have impacted the execution and budget of the Professional Services Agreement as related to the Operations Crew Facility (i.e., "Crew Building") portion of the WST&PS Project.

Original Scope

The initial design assumptions for the Crew Building were included in the original Professional Services Agreement dated 2/7/2018. The pertinent Crew Building design assumptions related to this additional scope request are summarized as follows:

- Crew Building was scoped to be a metal building delivered using the City's existing Design-Build (D-B) procurement "front ends" (Contract, RFP, etc) and constructed in parallel with the WST&PS.
- Designed for six users (roughly 1,600 sq ft), but expandable (in the future, not part of the D-B procurement) to accommodate 10-12 users (roughly 3,000 sq ft).
- Included an office space, lunchroom, bathroom, showers, locker room, and storage for PPE/small tools.



- Assumed a single Basis of Design Kick-off Workshop to receive input from City staff on intended/desired uses of the Crew Building, followed by development of a Basis of Design Report that would be attached to existing City D-B “front-ends” to select a design-build team to complete design, permitting and construction of the building described in the Basis of Design Report.

Scope Changes

During the kick-off meeting, it was determined by City staff that the facility required expansion from the design assumptions to meet a wider range of operation and maintenance staff needs, including:

- Crew area (office) was expanded to serve roughly 10-12 users (immediate, not as an expansion).
- A training / conference room was added to the office space.
- 2-bay “shop” area (roughly 3,000 sq. ft of “shop”) was added with elevated roof to accommodate large vehicles (bringing the total building size to roughly 6,000 sq. ft).
- To accommodate the additional features added to the Crew Building and a desire by the City and Engineer to efficiently receive collaborative input from all of the potential City users of the facility, the Engineer facilitated an interactive Crew Building design development process that included multiple meetings and reviews of design concepts with City Engineering, Operations and Management staff to further refine City needs and finalize the building / shop concept. Engineer communicated to the City potential scope and budget impacts related to these changes. Through this design development process, it was determined that concept drawings and specifications were a better way to communicate the design intent to the D-B teams, when used in combination with the City D-B RFP and Agreement. The Engineer ended up submitting 50%, 80% and 99% versions of the Crew Building Concept Design (drawings and specifications) for use in the D-B procurement process.

Schedule Changes

After submittal of the 99% submittal, the City directed the Engineer to hold work on the Crew Building D-B procurement documents due to potential changes in timing of construction (i.e., delaying it to accommodate other City priorities). The location and coordination requirements for the Crew Building impacts on the WST&PS Design Assist Contractor were still included as part of the WST&PS procurement documents, but all work on the Crew Build D-B procurement package was stopped at that time. Engineer communicated that delaying construction would impact scope, schedule and budget for this portion of work. It was agreed that at that point in time at which the City wished to move forward with the project, modifications to the scope and fee would be necessary to accommodate the modified delivery and procurement schedule.

Budget Changes

In roughly August of 2020, the City and Engineer began discussions about re-starting the Concept Design for the Crew Building and putting it out for D-B procurement in the first quarter of 2021. The City requested Water Works finalize the Concept Design Documents and review the City’s latest D-B Contract and RFP and assist the City in finalizing the procurement package. A budget adjustment letter was sent to the City describing budget impacts of the re-start related to Engineer’s design and bidding phase services. An increase of \$7,000 to accommodate the final design and assistance with bidding was moved from unspent contingency budget to the Crew Building Task. Services beyond bidding were eliminated from Engineer’s scope given the Crew Building was no longer going to be constructed in parallel with the West Side Tank and Pump Station and the associated efficiencies of having staff support both construction activities at the same time was no longer feasible.

Proposal for Scope to Complete the Project

The City has completed the design, bidding and procurement phases of the WST&PS Crew Building project. The City now requests additional engineering services to assist with D-B detailed design, permitting and construction phases. These additional services are detailed in the following scope of work.



SCOPE OF WORK

Task 10 – Operations Crew Building Design-Build Oversight Assistance

Task 10.1 Design Phase

ENGINEER will provide engineering services during design, including

- Review of the following D-B Contractor submittals for general compliance with the concept design by Resident Engineer (E2), Senior Engineer (E4) and Principal Engineer (E5) staff resources:
 - Project execution and management plan
 - Architectural / engineering submittals (60%, 90%, 100% Plan Check Ready)
 - Value-engineering proposals
 - Other items pertinent to design as requested by City
- Resident Engineer (E2) engineering assistance, with intermittent technical assistance by Principal and Senior Engineering (E5 & E4) resources, for the following activities:
 - Periodic correspondence with City staff to support evaluation of D-B Contractor design.
 - Attend and participate on weekly project status calls
 - Attend design-review meetings for Architectural / engineering submittals

ENGINEER's level of effort, and basis for fee estimate, during this phase of work is as follows (based on D-B CONTRACTOR Notice to Proceed – NTP - schedule)

October 2021 – March 2022 (6 months)

E5 – Principal Engineer (Mike Fisher, Sami Kader)	18 hrs/month
E4 – Senior Engineer / Construction Manager (Steve Hooper, etc.)	8 hrs/month
E2 – Associate / Resident Engineer (Jon Roy, Sheila Magladry, etc.)	40 hrs/month

Task 10.2 Permitting Phase

ENGINEER will provide engineering services during permitting, including

- Participate in periodic correspondence with City staff to support evaluation of D-B Contractor permitting efforts and Responses from City building department review comments.
- Attend and contribute to permit-review meetings

ENGINEER's level of effort, and basis for fee estimate, during this phase of work is as follows (based on D-B CONTRACTOR NTP schedule)

February – July 2022 (6 months)

E5 – Principal Engineer (Mike Fisher, Sami Kader)	6 hrs/month
E4 – Senior Engineer / Construction Manager (Steve Hooper, etc.)	6 hrs/month
E2 – Associate / Resident Engineer (Jon Roy, Sheila Magladry, etc.)	20 hrs/month

Task 10.3 Construction Engineering, Administration and Observation Services

ENGINEER will provide construction support services as further describe:

- Project Management of ENGINEER team activities in support of project execution, including coordination with Construction Management team, D-B Contractor and CLIENT.
- Assist City in confirming D-B Contractor's architectural and engineering team are completing Submittal, RFI and Design Clarification procedure, and are documenting and tracking their own efforts
- Review Change/Change Order Request review, documentation and tracking
- Provide City with Engineering review of proposed D-B Contractor Design Revisions
- Confirm D-B Contractor's maintenance of Record Drawings
- Confirm D-B Contractor's production of O&M Manuals and provision of Training
- Support City for contractor walk-through, final inspection and demonstration.
- Provide periodic (twice-weekly) onsite Associate / Resident Engineer support.



- Provide periodic (monthly) off-site construction administration support by a combination of Construction Manager and Associate / Resident Engineer, including
 - Schedule review and tracking
 - Cash flow review and tracking (as provided by D-B Contractor)
 - Change Management (in coordination with CLIENT, Contractor and ENGINEER)
 - Participate in periodic Construction Conferences (weekly or semi-weekly as agreed to by ENGINEER and CLIENT)
 - Support proactive communications between D-B Contractor, CLIENT PM, Operations Staff, Building Department, and ENGINEER's team
 - Confirm D-B Contractor is coordinating with City Staff and other local jurisdictional agencies
 - Provide City with engineering support of Plans and Specifications Interpretations and Clarifications with the intent of ensuring design intent is met with constructed product.
 - Review Contractor Schedule Submittal and work with Contractor to develop final working project schedule
 - Work with Contractor to receive consistent updates of Project Schedule (at minimum twice monthly)
 - Review of Contractor pay applications
 - Construction Observation (twice weekly or as mutually agreed to by ENGINEER and CLIENT)
 - Observing construction for conformance with plans and specifications.
 - Observation / investigation of field conditions that differ from Contract Documents
 - Review D-B Contractor coordination of geotechnical, structural and electrical inspections
 - Prepare periodic observation diary
 - Review working days and D-B Contractor completion of weekly working day statement
 - Periodic digital photos of pre-construction conditions, construction activities and post-construction conditions
 - Review D-B Contractor's Tracking of Permit Compliance
 - Review D-B Contractor's compliance with regulatory requirements (SWPPP, RWQCB, OSHA, etc.)
 - Review D-B Contractor's permit compliance issues (SWPPP violations, potable water discharge dechlorination, etc.) and follow mitigation activities by the contractor for timeliness, monitoring and recording the steps taken, and reporting all compliance issues to the CLIENT immediately.
 - Review D-B Contractor's Tracking of all required Inspections, Special Inspection and Testing

ENGINEER's level of effort, and basis for fee estimate, during this phase of work is as follows (based on D-B CONTRACTOR NTP schedule)

August 2022– June 2023 (11 months)

E5 – Principal Engineer (Mike Fisher, Sami Kader)	4 hrs/month
E4 – Senior Engineer / Construction Manager (Steve Hooper, etc.)	8 hrs/month
E2 – Associate / Resident Engineer (Jon Roy, Sheila Magladry, etc.)	100 hrs/month



ADDITIONAL SERVICES FEE

Total fee for services proposed above shall be billed on a time plus expenses basis. For detailed labor estimate by staff position see attached fee estimate spreadsheet. CLIENT shall be responsible for any fees for processing applications. The following summarizes estimated costs by task:

Subtask	Title	Not to Exceed Fee
10.1	Design Phase	\$78,042
10.2	Permitting Phase	\$37,559
10.3	Construction Engineering, Administration and Observation Services	\$221,280
	Subtotal	\$336,921

PROJECT BUDGET INCREASE

To accommodate a portion of these additional services, Engineer requests that Optional Task 2.5 – Optional Hydroelectric Design be eliminated from our scope, as Hydroelectric was deemed infeasible for the site, and Task 2.5 budget of \$235,739 be reallocated to cover a portion of the proposed additional services described herein. The following summarizes the current approved task budgets, the revised task budgets (inclusive of additional services) and the resultant additional budget request accommodate all scope:

Description	Current Project Budget	Revised Project Budget	Additional Budget Request
Tasks 1-9 –Project Design and CM Tasks	\$2,352,172	\$2,352,172	\$0
Task 2.5 – Optional Hydroelectric Design	\$235,739	\$0	\$-235,739
Task 10 – Operations Crew Building Design-Build Oversight	\$0	\$336,921	\$336,921
Total Project Contract Amount	\$2,587,911	\$2,689,053	\$101,142



PAYMENT

Total fee for services proposed above shall be billed on a time plus expenses basis. For detailed labor estimate by staff position see attached fee estimate spreadsheet. CLIENT shall be responsible for any fees for processing applications. The following summarizes estimated costs by task: Payment for the scope described above will be on a Time and Expense basis in accordance with the Project Hourly Wage Rates in the following table including annual increases and invoiced monthly.

Classification	Title	Hourly Rate
AA1	Administrative Assistant	\$79
AA2	Senior Administrative Assistant	\$111
E0	Engineering Assistant	\$111
E1	Staff Engineer	\$139
E2	Associate Engineer / Resident Engineer	\$170
E3	Project / Structural Engineer	\$191
E4	Senior Project Engineer / Manager / Construction Manager	\$221
E5	Principal Engineer	\$256
I1	Field Inspector	\$149
I2	Senior Inspector	\$167
I3	Supervising Inspector	\$185
T1	CADD Tech 1 / Drafter/Jr. Technician	\$94
T2	CADD Tech 2 / Designer/Sr. Technician	\$126
T3	CADD Tech 3 / Senior Designer	\$153

Notes:

1. A markup of 10% will be applied to all project related Direct Costs and Expenses.
2. An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services.
3. Rate effective through December 31, 2022. A 3% increase will be added for any services performed in each year thereafter.



DETAILED FEE ESTIMATE

Fee Estimate (Februaury 2022)							
		Year	Rate	Months	Hrs/Month	Total Hrs	Cost
Design Phase: October 2021 – March 2022 (6 months)							
E5	Sami	21	\$249.00	3	16	48	\$11,952
E4	Steve	21	\$215.00	3	4	12	\$2,580
E5	Mike	21	\$249.00	3	2	6	\$1,494
E2	TBD	21	\$165.00	3	40	120	\$19,800
E5	Sami	22	\$256.47	3	16	48	\$12,311
E4	Steve	22	\$221.45	3	12	36	\$7,972
E5	Mike	22	\$256.47	3	2	6	\$1,539
E2	TBD	22	\$169.95	3	40	120	\$20,394
						Subtotal	\$78,042
Permitting Phase: February – July 2022 (6 months)							
E5	Sami	22	\$256.47	6	5	30	\$7,694
E4	Steve	22	\$221.45	6	6	36	\$7,972
E5	Mike	22	\$256.47	6	1	6	\$1,539
E2	TBD	22	\$169.95	6	20	120	\$20,394
						Subtotal	\$37,599
Construction Phase: August 2022– June 2023 (11 months)							
E2	TBD	22	\$169.95	5	100	500	\$84,975
E4	Steve	22	\$221.45	5	8	40	\$8,858
E5	Sami/Mike	22	\$256.47	5	4	20	\$5,129
E2	TBD	23	\$175.05	6	100	600	\$105,029
E4	Steve	23	\$228.09	6	8	48	\$10,948
E5	Sami/Mike	23	\$264.16	6	4	24	\$6,340
						Subtotal	\$221,280
						Total	\$336,921



COUNCIL COMMUNICATION

CC #: 1960

File #: 0704

Title: Roseville Regional Soccer Complex - Environmental Compliance Services - Professional Services Agreement

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

Meeting Date: 3/16/2022

Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve a professional services agreement with Montrose Environmental Solutions, Inc., and authorize the City Manager to execute the agreement.

BACKGROUND

The Regional Soccer Complex is located off of Westbrook Boulevard just south of Blue Oaks Boulevard. This 25 acre park site, combined with a smaller 3 acre park site immediately to the north, is proposed to be developed as a regional soccer complex.

In December 2021, the City entered into an agreement with Montrose Environmental Solutions to perform professional services related to an initial study specific to the pending purchase of 20 acres located on parcel W-60b. The cost of these services was estimated at \$64,635. This additional land extends the overall project boundaries.

In reviewing the entire project, the Regional Soccer Complex would be located on four parcels including W-60a, W-60b, W-50e and possibly a small portion of the parcel adjacent to W-50e. Given the relocation of the proposed regional park site from its original location in the West Roseville Specific Plan EIR (SCH No. 2002082057), and in consideration of the project as a whole, it has been determined that a project-level California Environmental Quality Act (CEQA) review of the proposed regional soccer complex is necessary in order to identify potential environmental impacts of the proposed project.

The actions requested seek Council's approval of the new professional services agreement to expand the scope to include an Initial Study/Mitigated Negative Declaration in the amount of \$92,840 and authorize the City Manager to execute the contract. If approved, the original professional services agreement with Montrose to perform an initial study will be terminated by staff and replaced with this agreement.

A rough schedule will complete the traffic study 10 weeks after Council approval and issuance of a

Notice to Proceed and 5-6 months for full CEQA completion including public review.

FISCAL IMPACT

Work performed under this professional services agreement will be funded by West Roseville citywide park fee funds previously allocated toward this capital improvement project.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

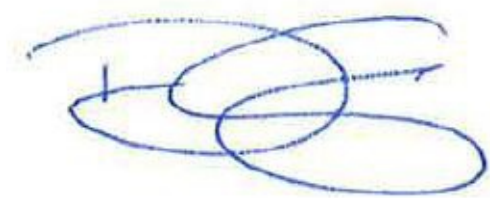
Goal D - Enhance economic vitality

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Tara Gee, Park Planning & Development Superintendent

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-066

MES PSA

Vicinity map

RESOLUTION NO. 22-066

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MONTROSE ENVIRONMENTAL SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for CEQA Compliance Services for the Roseville Regional Soccer Complex, by and between the City of Roseville and Montrose Environmental Solutions, Inc., has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Roseville Regional Soccer Complex – CEQA Compliance Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation (“CITY”), and Montrose
Environmental Solutions, Inc., a Delaware corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of California Environmental
Quality Act (CEQA) Compliance Services in support of the Roseville Regional Soccer Complex;
and

WHEREAS, CONSULTANT has prepared a proposal dated February 25, 2022, 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 ninety-two thousand, eight hundred forty dollars (\$92,840).

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

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

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

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

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

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

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be

primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

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

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

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

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

this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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

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

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages

applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

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

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

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

10. 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.

11. 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.

12. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

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

13. 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.

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

15. 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.

16. 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.

17. 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.

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

19. 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.

20. 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

Tara Gee, Park Planning &
Development Superintendent.
316 Vernon Street, Ste. 400
Roseville, CA 95678

Kelly Boyle, Project Manager
1801 7th Street, Ste. 100
Sacramento, CA 95811

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

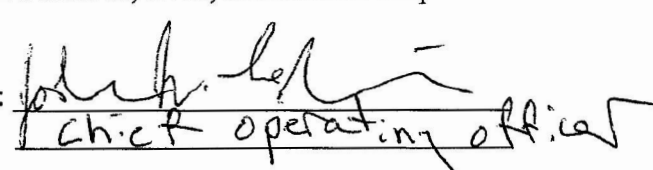
21. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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

MONTROSE ENVIRONMENTAL
SOLUTIONS, INC., a Delaware corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: Chief operating officer

ATTEST:

and
BY: 
its: Secretary

BY: _____
CARMEN AVALOS
City Clerk

[SIGNATURES CONTINUED ON NEXT PAGE]

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
JILL GELLER
Parks, Recreation & Libraries Director

EXHIBIT “A”

TRANSMITTAL LETTER

Tara L. Gee, Park Planning & Development Superintendent
City of Roseville Parks, Recreation & Libraries

February 25, 2022

RE: Revised Scope of Work for CEQA Compliance Services for Roseville Regional Soccer Complex

Dear Ms. Gee:

Montrose Environmental (Montrose) is pleased to present our revised scope of work to the City of Roseville (City) to provide California Environmental Quality Act (CEQA) compliance services in support of the Roseville Regional Soccer Complex project. Montrose is enthusiastic about the opportunity to continue supporting the City.

Montrose acknowledges that the original contract for the W-60b Land Purchase EIR Addendum dated December 9, 2021, between Montrose (formerly Analytical Environmental Services) and the City of Roseville, is to be terminated in lieu of a new contract. Work performed thus far towards the original contract has been carried over to this revised scope of work (see Task 0).

Montrose appreciates the opportunity to present this revised scope of work to the City and looks forward to continuing work on the Roseville Regional Soccer Complex project

Sincerely,

Kelly Boyle
Project Manager

SCOPE OF SERVICES

PROJECT BACKGROUND AND UNDERSTANDING

In April 2020, the City of Roseville (City) approved an addendum to the 2004 West Roseville Specific Plan (WRSP) Environmental Impact Report (EIR) to develop a 6-field soccer complex on WRSP Parcel W-60a (prior project). The City now proposes to acquire adjacent Parcel W-60b within the WRSP Area and expand the proposed soccer complex (Proposed Project). The City previously anticipated that the Proposed Project would require the preparation of an Environmental Checklist and Addendum to the 2004 WRSP EIR; in December 2021, the City and Montrose contracted to prepare the Environmental Checklist and an Addendum for the Proposed Project.

The City is now considering preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) for the Proposed Project, as a result of an expanded site plan and use of adjacent parcels, in order to evaluate the entire project as a whole. At this time, Montrose assumes that an IS/MND is the appropriate environmental document for the Proposed Project. However, Montrose recommends that technical light/noise/traffic studies be completed as soon as possible, in order to confirm whether the Proposed Project has no unmitigable impacts. If the technical studies determine that unmitigable impacts exist, a focused EIR would need to be prepared for the Proposed Project. At that time, Montrose would submit a scope of work/cost estimate for those services.

Montrose understands that the Proposed Project would be located on the four parcels shown in the table below (Project Site).

PARCEL	CURRENT LAND USE / ZONING	ACREAGE
WRSP Parcel W-50e	Parks and Recreation	3.10
WRSP Parcel W-60a	Parks and Recreation	25.20
WRSP Parcel W-60b	Light Industrial	29.98
City of Roseville APN 017-101-017-000	Parks and Recreation (southern portion), Commercial (northern portion)	7.68

The Proposed Project would include development of 10 soccer fields at full buildout, as well as a universally accessible playground, parking lots, and picnic areas. Development of the Proposed Project would not be located on the southern 10 acres of Parcel W-60b or the northern section of APN 017-101-017-000 (acreage yet to be determined). Montrose assumes that the parcels will eventually be merged and new APNs assigned; however, Montrose does not have detailed information on the parcel split at this time.

SCOPE OF WORK

Task 0. Work Previously Completed for W-60b EIR Addendum

As noted above, Montrose initiated work on the environmental checklist and addendum to the 2004 WRSP EIR for Parcel W-60b in December 2021. Montrose identified “red flags” related to environmental issue areas discussed in a typical CEQA document, and communicated the preliminary findings with the City. Additionally, Fehr & Peers began work on the approved traffic analysis for Parcel W-60b, and communicated preliminary findings with the City. Montrose assumes that Fehr & Peers will include all past invoices on a revised scope of work and submit to the City. Montrose’s January 2022 invoice totals

have been incorporated into this scope of work and are shown in the cost table below.

Task 1. Project Initiation and Project Description

Montrose will utilize the relevant documentation provided by the City and background text recently drafted for the EIR Addendum to prepare a project description. Montrose will participate in a call with the City to address any information gaps needing to be filled for the project description. The project description will include a full description of the Proposed Project, history of the property, location, detailed background information, list of agency approvals and required permits, and construction components, including a description of techniques, implementation of best management practices, schedule, and phasing, if applicable. Where appropriate, flexibility will be built into the project description in anticipation of minor adjustments to project layout and design. The project description will serve as the basis of the CEQA analysis.

Task 2. Technical Studies

Task 2.1: Review of Existing Technical Studies and Reports

The following reports and technical studies have been supplied by the City, which contain information that can be used in support of the IS analysis. Several of these reports evaluate technical impacts of the prior project proposed on Parcel W-60a. Montrose will review these reports and incorporate relevant content into the IS/MND in evaluation of the Proposed Project to the extent feasible to avoid duplicative efforts and increase efficiency. Montrose has already begun review of these studies in support of the previous EIR addendum; therefore, time to complete review is expected to be minimal.

1. 2004 WRSP EIR
2. 2020 WRSP Amendments for Parcel W-60a
3. Photometric Analysis prepared for Parcel W-60a
4. WRSP Parcels F-55 and W-60a Rezone Environmental Noise Assessment prepared by j.c. brennan & associates, Inc., November 2019
5. Traffic Impact Assessment (TIA) of Proposed Rezones to WRSP Parcels 55 and 60a prepared by Fehr & Peers, October 2019
6. Preliminary analysis conducted by Montrose for the EIR Addendum for Parcel W-60b

Task 2.2: Biological Resources Report

Montrose will conduct background review of biological databases to identify special-status species with the potential to occur in the region of the Project Site, critical habitats, and potentially occurring wetlands and waters of the U.S. Montrose will conduct a biological survey of the Project Site. The survey will be conducted using a hand-held GPS system. Survey goals will include identifying habitat types, special-status species, and suitable habitat to support special-status species. Results will be included in a Biological Resources Report and attached as an appendix to the IS/MND. If necessary, the report will recommend mitigation measures to avoid significant impacts to biological resources.

Deliverables: Montrose will provide the City with an electronic copy via email in PDF format of the Biological Resources Report.

Task 2.3: Cultural Resources Letter Report and Native American Consultation

Montrose will submit a record search request to the North Central Information Center (NCIC) asking for a review of the National and California registers of historic resources as well as previous archaeological

survey and excavation reports, archaeological site records, historic maps, and formal property listings within 1/2-mile of the Project Site, to obtain a feeling for the types of resources found on the landscape. The cost estimate provided below includes the cost of the records search, estimated at no more than \$450. Montrose assumes that a rush record search will not be required. At the same time, Montrose will submit a request to the Native American Heritage Commission, asking for a search of the Sacred Lands File and for a list of individuals who might have information regarding cultural resources within the Proposed Project area. Montrose will not contact these individuals, but will append the information to the CEQA document. Montrose's information collection cannot be substituted for AB 52 consultation; AB 52 mandates early consultation between tribes and government agencies. Montrose assumes the City will complete AB 52 consultation and provide Montrose relevant information for inclusion in the IS/MND. Montrose is available to assist the City with tribal consultation at an additional cost.

Once the NCIC results are received, Montrose will complete an archaeological survey of the Project Site. Any changes to previously recorded cultural resources in the Proposed Project area will be documented, and newly identified archaeological sites will be recorded on standard California Department of Parks and Recreation Series 523 forms; location information will be collected by GPS. This scope of work assumes that archaeological resources will not be identified during the survey.

A Montrose archaeologist will prepare a Cultural Resources Letter Report. The report will develop environmental and cultural contexts for the Proposed Project area; document records search findings; and describe field methods and results. Any resources identified will be assessed for National and California register eligibility and avoidance measures or further work will be recommended as appropriate. All results will be incorporated into the CEQA document.

Deliverables: Montrose will provide the City with an electronic copy via email in PDF format of the Cultural Resources Letter Report.

Task 2.4: Transportation Impact Analysis Review

Montrose assumes that Fehr & Peers will submit a separate scope of work to the City to conduct a Transportation Impact Analysis. Under **Task 2.4**, Montrose will coordinate with Fehr & Peers and the City during preparation of the transportation impact analysis as needed, review the draft technical report, and incorporate results and conclusions into the Administrative Draft IS. Montrose assumes the technical report will be adequate and will not require major revisions. Additionally, Montrose staff will attend up to two (2) conference calls with Fehr & Peers regarding the Transportation Impact Analysis, as appropriate.

Task 2.5: Noise/Vibration Analysis

Task 2.5.1: Existing Noise/Vibration Environment

- **Community Noise and Vibration Survey:** Saxelby Acoustics will conduct a noise survey within the project area to quantify existing background noise levels. The survey will consist of short-term noise level measurements and continuous noise level measurements for a minimum period of 24-hours. It is expected that the noise measurement survey will include measurement at the nearest existing sensitive receptors in the project vicinity.

Task 2.5.2: Analysis of Traffic Noise Environment

Saxelby Acoustics will evaluate increased traffic noise levels at existing sensitive receptors in the project vicinity. This task will be performed using traffic volumes provided by the traffic engineer. Saxelby

Acoustics anticipate providing traffic noise levels for existing, existing plus project, cumulative, and cumulative plus project scenarios. However, should additional scenarios be included in the traffic study, Saxelby Acoustics will also evaluate those scenarios.

Task 2.5.3: Analysis of Stationary Noise Environment

Saxelby Acoustics will provide an analysis of noise levels associated with operation of the proposed project at the nearest noise-sensitive uses. Saxelby Acoustics will also conduct an analysis of the noise and vibration impacts associated with construction of the project at existing sensitive receptors in the project vicinity.

Task 2.5.4: Report Preparation

Saxelby Acoustics will provide a draft report which details our findings, methodology, and noise reduction measures (if required). The report will be prepared to meet the requirements of the City of Roseville and CEQA. Saxelby Acoustics will provide the technical noise study in a generic technical format. Saxelby Acoustics will respond to staff or applicant comments on the draft technical report.

Task 2.5.5: Response to Comments

Saxelby Acoustics will respond to comments on the draft technical report. After comments are received, a final report will be provided. This task also includes up to 10 hours for response to public comments.

Task 2.5.6: Meetings

Saxelby Acoustics will attend coordination up to two public hearings. This task assumes up to 8 hours of effort.

Under Task 2.5, Montrose will coordinate with Saxelby Acoustics during preparation of the noise/vibration impact analysis, review the draft technical report, and incorporate results and conclusions into the Administrative Draft IS. Montrose assumes the technical report will be adequate and will not require major revisions. Additionally, Montrose staff will attend up to two (2) conference calls with Saxelby Acoustics regarding the Noise/Vibration Analysis, as appropriate.

Task 2.6: Light Study

Montrose recommends preparation of a light study for the Proposed Project. Montrose assumes that Musco Lighting will prepare a light study that will determine the light spill from the Project Site and impacts on nearby residences, the results of which will not yield significant visual impacts, and this report will be completed free of charge. The light study will evaluate the full buildout of the Proposed Project (10 fields). Montrose will coordinate with the City and the Project design team to initiate this work.

Under this task, Montrose will coordinate with Musco Lighting during preparation of the light study, review the draft report, and incorporate results and conclusions into the Administrative Draft IS. Montrose assumes the light study will be adequate and will not require major revisions. Additionally, Montrose staff will attend up to two (2) conference calls with Musco Lighting regarding the light study scope of work and findings, as appropriate.

Task 3. Administrative Draft Initial Study

Montrose will prepare an IS for the Proposed Project that meets the legal requirements of a complete, adequate, and objective statement of the Proposed Project's environmental consequences. Montrose will

incorporate preliminary research and findings conducted for the EIR Addendum into the IS. The resulting CEQA document will provide a concise, integrated source of information for the public, City staff, and decision makers. Montrose will use a standard template for an IS/MND, unless the City provides a preferred IS/MND template. The Administrative Draft IS will consider all potentially significant environmental effects from implementation and include mitigation recommendations. For each major issue area included within the IS checklist, the general outline of the CEQA impact analysis will include the Environmental Setting, the Standards of Significance, Answers to the Checklist Questions, and Mitigation Measures. Montrose will establish the methodology for the analysis, determine and identify thresholds of significance, identify impacts, and identify feasible mitigation measures or methods to avoid significant impacts. CEQA Checklist issues required to be addressed include:

- | | |
|--------------------------------------|----------------------------------|
| ▪ Agriculture and Forestry Resources | ▪ Mineral Resources |
| ▪ Aesthetics | ▪ Noise/Vibration |
| ▪ Air Quality | ▪ Population and Housing |
| ▪ Biological Resources | ▪ Public Services |
| ▪ Cultural Resources | ▪ Recreation |
| ▪ Energy | ▪ Transportation and Circulation |
| ▪ Geology, Soils and Seismicity | ▪ Tribal Cultural Resources |
| ▪ Greenhouse Gas Emissions | ▪ Utilities and Service Systems |
| ▪ Hazards and Hazardous Materials | ▪ Wildfire |
| ▪ Hydrology and Water Quality | |

Deliverables: Montrose will provide the City with an electronic copy via email in PDF and Word formats of the Administrative Draft IS. Following incorporation of comments and City approval, Montrose can submit the revised Administrative Draft IS to City staff for review in PDF and Word formats.

Task 4. Preparation of IS/MND and Notice of Intent

If the results of the technical studies dictate that the preparation of a Focused EIR is necessary, Montrose would provide a revised scope for preparation of a focused EIR. If technical studies determine that all impacts can be mitigated, Montrose will resume with preparation of the IS/MND and prepare the document for noticing. Montrose will incorporate comments from the City on the Administrative Draft IS and prepare the IS for public circulation. Montrose will prepare a draft Notice of Intent (NOI) to adopt a Mitigated Negative Declaration (MND) for the Proposed Project. It is assumed that the City will distribute the NOI to interested parties, and will post it on its website. The City will be responsible for the coordination and costs of publishing the NOI in a local newspaper.

Montrose will prepare a Notice of Completion (NOC) and file the Draft MND with the State Clearinghouse (SCH) to initiate the 30-day public review period. An electronic copy of the Draft MND will be sent to the State Clearinghouse for distribution. Montrose will work with the City to set up a State Clearinghouse registration for Project submittal as in person deliveries are no longer accepted.

Deliverables: Montrose will provide the City with PDF and Word versions of the public review Draft IS. Montrose will prepare and file the NOC with the SCH along with an electronic copy of the Draft MND.

Task 5. Response to Comments, MMRP, and NOD

If requested by the City, Montrose will prepare responses to each comment received during the public review period for the IS/MND. The responses are assumed to require only clarification and/or explanation of the conclusions in the IS without the need to revise the analysis, elaborate substantially, or add new issues or alternatives. This cost estimate assumes that no more than 20 hours will be required to address public comments. Montrose will request that technical subconsultants preparing traffic/light/noise studies include time in their scopes of work to respond to questions that relate to their subject matter. Once the mitigation measures have been approved by the City staff, Montrose will prepare a Mitigation Monitoring and Reporting Plan (MMRP) that will identify the agency with implementing and monitoring responsibility, compliance standards for the implementation of mitigation measures, and the necessary timing of mitigation measures. If requested by the City, Montrose will prepare the Notice of Determination (NOD) to be filed with the State Clearinghouse following adoption of the Final MND. Montrose assumes that the City will file the NOD.

Deliverables: Montrose will provide the City with an electronic copy of the Responses to Comments document to support the City's adoption of the MND. Montrose will provide the City with an electronic copy of the MMRP and the NOD.

Task 6. Meetings and Coordination

During the course of the IS, Montrose will attend up to four (4) conference calls with the Project team for discussion of work/progress and review of draft documents. If requested, Montrose will attend up to two (2) City Planning Commission meetings to answer questions on the Initial Study, assumed to be no more than two hours each. Montrose will request that technical subconsultants preparing traffic/light/noise studies will include time in their scopes of work to attend up to two council meetings.

SCHEDULE

Montrose is prepared to start work immediately following an executed contract with the Client. Montrose staff are available to complete the CEQA documentation for the Proposed Project within the approximate timeframe shown in the following table. The timeframe below assumes all project information is complete and available upon project initiation. The final schedule would be contingent on timelines related to City review, cultural records search results, and technical studies.

Initial Study/Mitigated Negative Declaration Task	Approximate Duration
Task 1: Project Initiation and Project Description	1 week
Task 2: Technical Studies	
Task 2.1: Incorporation of Existing Technical Studies and Reports	4 weeks
Task 2.2: Biological Resources Report	
Task 2.3: Cultural Resources Letter Report and Native American Consultation	
Task 2.4: Transportation Impact Analysis	10 weeks from contract initiation
Task 2.5: Noise/Vibration Analysis	2 weeks from traffic study

Initial Study/Mitigated Negative Declaration Task	Approximate Duration
Task 2.6: Light Study	TBD
Task 3: Administrative Draft Initial Study Admin Draft IS/MND City Review	3 - 4 weeks after technical studies are complete TBD
Task 4: Preparation of IS/MND and Notice of Intent Screencheck Draft IS/MND, and NOI City Review Publish Public Review IS/MND and NOI 30-day Public Review	3 days from City comments TBD 2 days 30 days
Task 5: Response to Comments, MMRP, and NOD Response to Comments MMRP Draft and File NOD	1 - 2 weeks
Task 6: Meetings and Coordination	Ongoing

COST

Montrose will perform the above scope of services on a time and materials basis for an estimated cost of **\$92,840**. A detailed breakdown of the costs is provided below. If additional time is needed to complete a task, Montrose will provide the City with a scope of work and estimate and receive authorization prior to any additional work.

Task	Cost
Task 0. Work Previously Completed for W-60b EIR Addendum (Montrose only)	\$11,185
Task 1: Project Initiation and Project Description	\$5,520
Task 2: Technical Studies	
Task 2.1: Incorporation of Existing Technical Studies and Reports	\$1,190
Task 2.2: Biological Resources Report	\$6,290
Task 2.3: Cultural Resources Report and Native American Consultation	\$5,985
Task 2.4: Transportation Impact Analysis Review	\$2,050
Task 2.5: Noise/Vibration Analysis	\$15,130
Task 2.6: Light Study	\$1,240
Task 3: Administrative Draft Initial Study	\$26,210
Task 4: Preparation of IS/MND and Notice of Intent	\$3,360

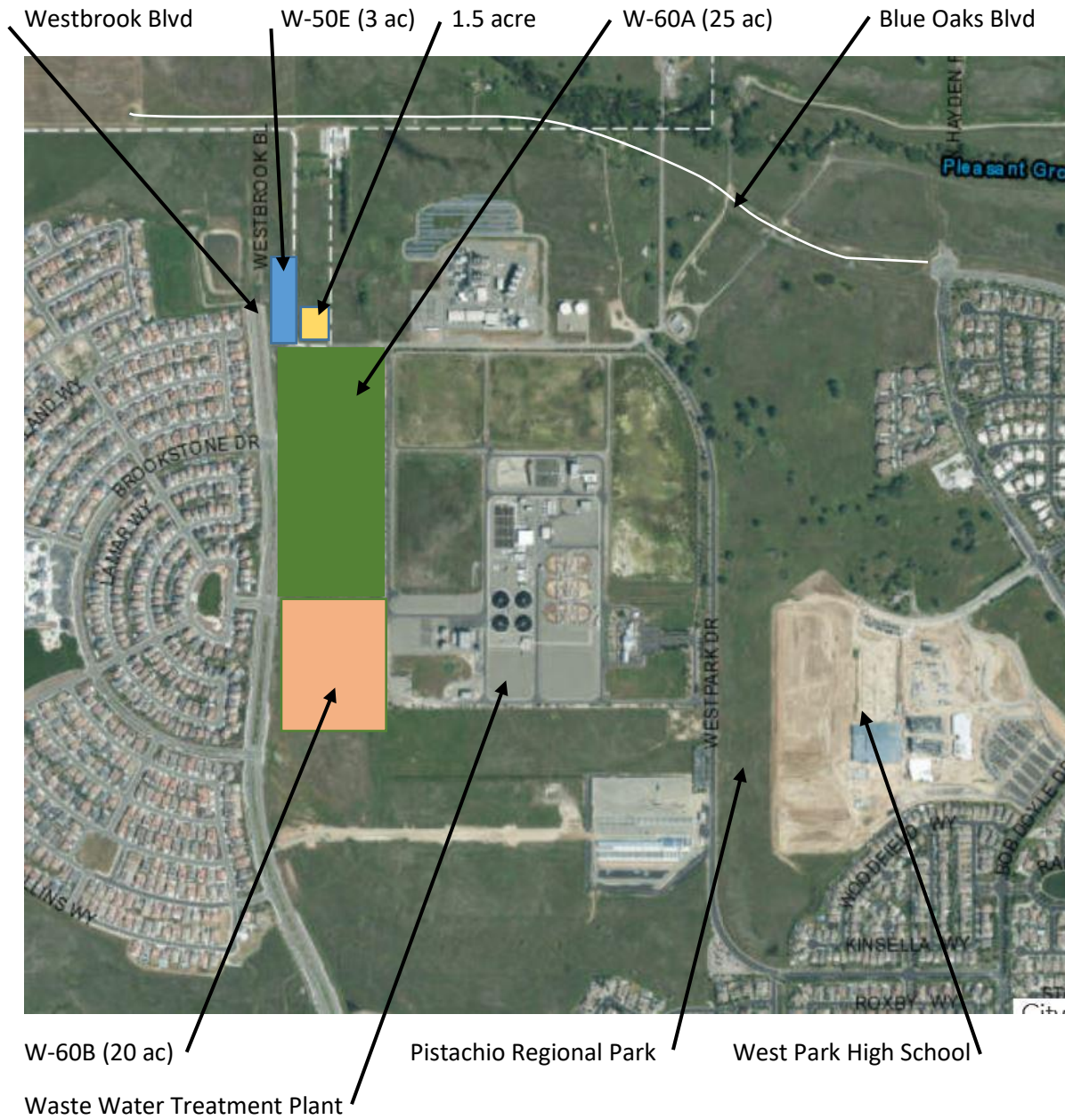
Task	Cost
Task 5: Response to Comments, MMRP, and NOD	\$6,550
Task 6: Meetings and Coordination	\$8,130
TOTAL COST	\$92,840

ASSUMPTIONS

1. All significant impacts of the Proposed Project can be reduced to less than significant levels; therefore, preparation of an IS is the appropriate document to meet CEQA compliance requirements. If determined after preparation of the IS that an EIR is required, Montrose will provide a revised scope of work.
2. The City's public works department will calculate and determine whether there will be sufficient capacity to meet the water, sewer, and stormwater infrastructure needs of the Project. It is assumed that no off-site improvements would be required for water, wastewater, or stormwater service to the Project.
3. Montrose will be provided with energy demand estimates for the Proposed Project.
4. The biological and cultural surveys (Task 2.2 and 2.3) can be completed concurrently in a single site visit.
5. The cultural records search will not cost more than \$450.
6. No additional technical studies, surveys, or reporting will be required beyond those described in the Scope of Work to analyze impacts to environmental resources.
7. The Proposed Project does not have the potential to adversely affect tribal cultural resources, wetlands, or federal/state listed species.
8. Wetland and biological permitting are not included in the scope of services; however, mitigation measures may require that such permits be obtained prior to Proposed Project implementation.
9. Pre-construction surveys and construction monitoring are not included within this proposal. Should these tasks be identified as mitigation measures through the IS/MND process, a separate scope of work and cost estimate may be submitted.
10. The City will be responsible for fees associated with public noticing and permitting.
11. Attendance at a public hearing for adoption of the IS/MND is not included in this cost estimate but can be completed for an additional cost.
12. The City will notify Montrose of any project changes that may impact the outlined Scope of Work. Any changes to the project description once the draft project description is approved by the City could require a contract modification to adjust the scope of analysis.
13. APN 017-101-017-000 can indeed be used for the Proposed Project and is not in the jurisdiction of Roseville Electric.
14. Deliverables will be provided in electronic format. If printing of a document is required, this can be completed at an additional cost.

Regional Soccer Complex

Vicinity Map





COUNCIL COMMUNICATION

CC #: 1953

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

Title: Traffic Signal Maintenance Shop Expansion Project - Budget Adjustment

Contact: Stefanie Kemen 916-746-1300 skemen@roseville.ca.us

Meeting Date: 3/16/2022

Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt an ordinance to approve a budget adjustment in the amount of \$300,000 to establish funds for the Traffic Signal Maintenance Shop Expansion Project.

BACKGROUND

The Traffic Signal Maintenance Section of Public Works/Engineering (Section) is responsible for the maintenance and operation of over 200 traffic signals and numerous Intelligent Transportation System (ITS) devices. A study in 2016 concluded that, based on the rate of development at that time, additional staffing will be needed in the Section to continue to meet traffic signal maintenance and operation needs as the City grows. Since that time, development has continued at a rate that meets or exceeds what was anticipated.

The existing Traffic Signal Maintenance Shop is located at 2025 Hilltop Circle in the Corporation Yard in a small 1,200 SF area next to the Street Maintenance Division. A Space Needs Study in 2016 concluded that 2,300 SF is needed for the expected growth of the Section over the next several years.

Public Works staff have been working closely with Finance and Electric staff to identify the impacts to their existing occupied spaces at 2075 and 2090 Hilltop Circle due to the recent acquisition and move of many of their staff to 116 Grant Street in the downtown area.

Two spaces are currently being evaluated to meet the needs of the Traffic Signal Maintenance Section staff - Corp Yard - Building B (2075 Hilltop Circle), and the Electric Operations Building (2090 Hilltop Circle). This request is for funds to evaluate the most economical and suitable solution to meet the needs of City operations, to design the tenant Improvements for the selected space, and to begin construction of the improvements.

Remaining construction funds are anticipated to be included in the FY2022-23 budget that will be presented to Council later this year.

FISCAL IMPACT

This budget adjustment for \$300,000 from the Electric Fund will cover the planning and design of the project, and the start of construction.

The total cost of the project is expected to be \$1.2 million, and the remaining funds are anticipated to be included in the FY2022-23 budget that will be presented to Council later this year. Construction will be funded by electric funds, and approximately \$200,000 of developer-paid Traffic Mitigation Fees for the Traffic Operations Center and server room that will be included as a part of the expansion project. No General Fund resources will be used for the project.

ENVIRONMENTAL REVIEW

The proposed project involves the minor alteration and reconstruction of an existing public structure. The proposed activities are categorically exempt from CEQA as Class 1 and Class 2 Exemptions (State CEQA Guidelines Sections 15301 and 15302). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

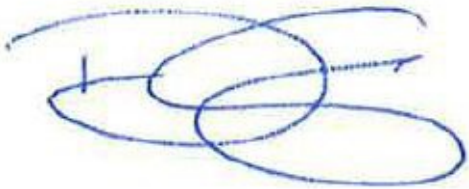
Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Stefanie Kemen, Engineering Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6461

Budget Adjustment

ORDINANCE NO. 6461

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22
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 2021-22, is hereby amended as listed on the attached budget adjustment for the Traffic Signal Maintenance Shop Expansion project.

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

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

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

FISCAL YEAR: 2021-22

REQUESTER NAME & TITLE: Stefanie Kemen Engineering Manager

PREPARER NAME & TITLE: Stefanie Kemen Engineering Manager COUNCIL DATE (if applicable): 3/16/2022

DEPARTMENT/DIVISION: Public Works/Engineering ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001	5080	84701	500226	60,000	Staff time for Traffic Signal Maintenance Shop Expansion
6001	6587	84701	500226	240,000	Professional Design Services for Traffic Signal Maintenance Shop Expansion
TOTAL				300,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	300,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001				(300,000)	Reduce Electric fund balance
TOTAL				(300,000)	

Justification for Budget Adjustment:

This budget adjustment is requested to establish the Traffic Signal Maintenance Shop Expansion Project – # 500226. The scope of this project includes the design and renovation of vacant city-owned building space to accommodate the Public Works Department, Engineering Division, Traffic Signal Maintenance Section's current needs and anticipated future growth. These funds will be used to complete the design and begin the construction phase of the improvements. Additional funds will be added to the project during the FY2022-23 budget cycle to fully fund construction.

REQUIRED APPROVALS:

Jason Shykowski Digitally signed by Jason Shykowski
Date: 2022.02.14 17:30:54 -08'00'

REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY	DATE		



COUNCIL COMMUNICATION

CC #: 1952

File #: 0800-02 & 0201-01

Title: Barton Road Water Treatment Plant - East Applied Pipeline Project - Budget Adjustment

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

Meeting Date: 3/16/2022

Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt an ordinance approving the attached Request for Budget Adjustment to initiate and fund the Barton Road Water Treatment Plant – East Applied Pipeline Project with \$856,000 from available resources in the Water Rehabilitation Fund.

BACKGROUND

On October 2, 2019, City Council approved a professional design services agreement (PDSA) with Carollo Engineers to conduct a condition assessment of major assets at the Barton Road Water Treatment Plant (BRWTP). The goal of the project was to establish a baseline condition of the treatment plant and acquire pertinent data for forecasting capital improvements and funding needs to support the Environmental Utilities Department's rehabilitation planning process.

The BRWTP Condition Assessment included a non-invasive visual inspection of the 72-inch East Applied Pipeline and a geotechnical analysis of the supporting soils was conducted. It serves as the primary effluent pipe for the treatment plant's three flocculation and sedimentation basins. Originally designed and constructed as a subgrade alignment, approximately 100 feet of the pipeline has been partially exposed since 2006 as a result of the excavation requirements for the adjacent construction of the mechanical dewatering building, completed as part of the Water Treatment Plant Expansion Phase III Project.

To extend the longevity of the pipeline, this project will serve to implement the recommendations resulting from the visual inspection and the geotechnical analysis, which includes rehabilitation and improvements to the pipelines exterior condition, structural support, drainage, and connection to the flocculation and sedimentation basins.

FISCAL IMPACT

A budget adjustment is being recommended to fully fund this new project. The proposed cost for the On-Call PDSA with Carollo Engineers is \$106,000. The engineer estimate for construction is

\$690,000. Staff estimates an allowance of \$60,000 for City staff labor. Therefore, staff is requesting a budget adjustment for the project's total estimated cost of \$856,000 from available resources in the Water Rehabilitation Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Jonathan Cummings, Associate Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6460

Budget Adjustment

ORDINANCE NO. 6460

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22
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 2021-22, is hereby amended as listed on the attached budget adjustment for the Barton Road Water Treatment Plant East Applied Pipeline Project.

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

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

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Jonathan Cummings, Associate Engineer FISCAL YEAR: 2022
 PREPARER NAME & TITLE: Nancy Rothlisberger, Sr. EU Business Analyst COUNCIL DATE (if applicable): 3/16/2022
 DEPARTMENT/DIVISION: EU/Technical Services ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6130	6587	84001	500225	796,000	Capital Outlay for new project #500225
6130	5080	84001	500225	60,000	Secondary Labor for new project #500225
TOTAL				856,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	856,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6130				(856,000)	Reduce available resources in the Water Rehab Fund
TOTAL				(856,000)	

Justification for Budget Adjustment:

As part of the Water Treatment Plant Condition Assessment Project, the 72-inch East Applied Pipeline underwent an inspection that identified structural, drainage, and connection areas of concern necessitating rehabilitation/improvements to extend the pipeline's longevity. With construction targeted for November 2022, design needs to start in March 2022. Design will be completed using an existing on-call professional design services agreement with Carollo Engineers. The construction contract will be awarded in the Fall 2022. This budget adjustment requests \$856,000 from the available resources in the Water Rehabilitation Fund (6130) to initiate this new project: \$796,000 is for design and construction (if this estimate is insufficient after construction bid award, staff will return to Council to request additional budget) and \$60,000 is for City staff secondary labor. The secondary labor reimbursement is included in various EU operating budgets for FY2021-22 and will be programmed for FY2022-23 as well.

REQUIRED APPROVALS: 2/11/2022 2/11/2022			
REQUESTING DEPARTMENT HEAD / DESIGNEE _____		BUDGET MANAGER / DESIGNEE _____	
CHIEF FINANCIAL OFFICER / DESIGNEE _____		CITY MANAGER / DESIGNEE _____	
BUDGET DEPARTMENT USE ONLY:			
POSTED BY _____		DATE _____	

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 1955

File #: 0324 & 0201-01

Title: Emergency Medical Services Program - Capital Asset Donation and Budget Adjustment

Contact: Trent Waechter 916-774-5844 twaechter@roseville.ca.us

Meeting Date: 3/16/2022

Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends that Council accept a donation of \$128,015 in capital assets from the EMS Fund managed by the Sierra-Sacramento Valley EMS Agency and adopt an ordinance approving the attached FY2021-22 budget adjustment for \$40,854 in reimbursable maintenance.

BACKGROUND

The Roseville Fire Department provides advanced life support services for medical response calls for the community. Various pieces of equipment and supplies are used to treat any person in need of medical aid, supporting the projected 18,000 calls for service and meeting the approved fire apparatus minimum medical equipment local EMS agency requirements for the advanced life support program.

In 2022, the Department will receive eight LUCAS chest compression system devices for the Emergency Medical Services (EMS) program through the EMS Fund managed by the Sierra-Sacramento (S-SV) Valley EMS Agency, a Placer County government agency responsible for regulating EMS services in the county. The devices improve the quality and consistency of chest compressions, increase ETCO₂ (End-tidal CO₂) levels, as well as being able to sustain life-saving circulation during prolonged resuscitation attempts. The Department would like to accept the eight capital assets valued at \$128,015. Additionally, the Department will purchase a \$40,854 four-year extended maintenance agreement for the devices which will be fully reimbursed from the EMS Fund.

FISCAL IMPACT

The capital asset donation is provided through S-SV with no impact to the General Fund. Maintenance costs will be prepaid through the extended maintenance agreement and will also be reimbursed through the EMS Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Trent Waechter, Emergency Medical Services Quality Assurance Coordinator

Rick Bartee, Fire Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Funding Approval Letter

Ordinance 6462

Budget Adjustment

JIM HOLMES
JPA BOARD CHAIRPERSON



SIERRA – SACRAMENTO VALLEY
EMERGENCY MEDICAL SERVICES AGENCY

VICKIE PINETTE, MS
REGIONAL EXECUTIVE DIRECTOR

535 MENLO DRIVE, SUITE A
ROCKLIN, CA 95765

TROY M. FALCK, MD, FACEP, FAAEM
MEDICAL DIRECTOR

WWW.SSVEMS.COM

PHONE: (916) 625-1702
FAX: (916) 625-1720

SERVING BUTTE, COLUSA, GLENN, NEVADA, PLACER, SHASTA, SISKIYOU, SUTTER, TEHAMA & YUBA COUNTIES

January 27, 2022

Trent Waechter, RN
EMS Coordinator
City of Roseville Fire Department
316 Vernon St., #480
Roseville, CA 95678-2618

Mr. Waechter,

The Placer County EMS Advisory Committee and the S-SV EMS Agency have approved the attached City of Roseville Fire Department funding request for the following supplies/equipment:

- 8 – Stryker LUCAS 3 Chest Compression System, supplies and preventative service contracts – amount not to exceed \$200,000.00 without additional S-SV EMS approval.

Please note the following regarding this purchase/reimbursement approval:

- This purchase will be reimbursed from the Placer County EMS Improvement Fund, which has a fund balance of approximately \$375,000.00 as of 12/31/2021.
- Pursuant to the Placer County EMS Ambulance EOA agreement currently in place between S-SV EMS and AMR Placer County, Page 38, Section 7.1 Relationships and Accountability:
 - *Contractor (AMR Placer County) shall make medical equipment and supplies purchasing opportunities available to Placer County Fire Agencies to allow for more competitive pricing.*
- If AMR Placer County purchases this equipment for the City of Roseville Fire Department through their vendor contracts in order to secure more competitive pricing, pursuant to current EOA agreement language, S-SV EMS will reimburse AMR Placer County directly following receipt of an appropriate invoice. This process has been utilized multiple times over the past several years for several different Placer County Fire Agencies without any issues.
- If the City of Roseville Fire Department chooses to purchase these items, please submit appropriate invoices/purchase documentation directly to S-SV EMS for reimbursement.

Respectfully,

John Poland, Associate Director
Sierra – Sacramento Valley EMS Agency



City of Roseville Fire Department • 316 Vernon St., #480 • Roseville, California 95678-2618
(916) 774-5800 • (916) 774-5810 FAX • (916) 774-5220 TDD • www.roseville.ca.us

John Poland
Associate Director, QI/Investigator
Sierra-Sacramento Valley EMS Agency
535 Menlo Dr. Suite A
Rocklin, CA 95765
John.Poland@ssvems.com

Dear Mr. Poland,

Roseville Fire Department (RFD) is requesting funds for eight mechanical chest compression devices that helps lifesaving teams around the world deliver high-quality, guidelines-consistent chest compressions to sudden cardiac arrest patients; in the field, on the move and in the hospital (LUCAS DEVICE), to improve and enhance RFD medical delivery and better serve the citizens of Roseville and the Region.

We provide primary fire protection and fire based ALS EMS response for the City of Roseville. Roseville Fire Department is currently trained department wide for use of LUCAS device and deploys 2 units (Engine 5 and Engine 3) with them. This purchase will outfit the remaining ALS apparatus for our Agency. We also have been awarded the AHA Mission Life Line Award the last 5 years.

RFD is seeking equipment to allow our first responders to render safe effective care, with high quality CPR.

RFD has worked with other Fire/EMS Agencies and vendors to obtain a quote for **eight** Lucas devices that is cost effective while meeting the recommendation. The attached quote will equip the remaining First Line Responding RFD units. This quote for eight Lucas devices, service and necessary non disposable items would be **\$175,912.20** does not include tax, thus RFD is requesting an additional funding to cover the complete cost. (See attached quote)

With the listed equipment, RFD will improve and enhance our response and the regions response with high quality CPR.

Thank you for your time and consideration of this request.

Respectfully submitted,
Trent Waechter RN, EMS Coordinator Roseville Fire Department

***Our Mission...** Protect and enhance the safety and well being of residents, businesses, customers and partners.
We will accomplish this by... Delivering exceptional service and compassionate solutions as a cohesive team with dedication, pride and vigilance.*





LUCAS x10

Quote Number: 10162811

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Version: 1

Prepared For: ROSEVILLE FIRE DEPT

Rep:

Sahel Segovia

Attn: Rick Bartee

Email:

sahel.segovia@stryker.com

rbartee@roseville.ca.us

Phone Number:

(408) 545-8169

(916) 774-5800

Quote Date: 12/15/2021

Expiration Date: 01/31/2022

Delivery Address

Name: ROSEVILLE FIRE DEPT

Account #: 1322477

Address: 316 VERNON ST STE 480

ROSEVILLE

California 95678

End User - Shipping - Billing

Name: ROSEVILLE FIRE DEPT

Account #: 1322477

Address: 316 VERNON ST STE 480

ROSEVILLE

California 95678

Bill To Account

Name: ROSEVILLE FIRE DEPT

Account #: 1322477

Address: 316 VERNON ST STE 480

ROSEVILLE

California 95678

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	8	\$12,973.50	\$103,788.00
2.0	11576-000060	LUCAS Desk-Top Battery Charger	8	\$926.25	\$7,410.00
3.0	11576-000071	LUCAS External Power Supply	8	\$293.25	\$2,346.00
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	8	\$566.25	\$4,530.00
5.0	11576-000046	LUCAS Disposable Suction Cup (3 pack)	5	\$111.00	\$555.00
Equipment Total:					\$118,629.00

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
6.1	78000020	ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	8	\$7,160.40	\$57,283.20
ProCare Total:					\$57,283.20

Price Totals:

Grand Total: \$175,912.20

ORDINANCE NO. 6462

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22
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 2021-22, is hereby amended as listed on the attached budget adjustment for the Emergency Medical Services Program.

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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Katrina Rostam, Management Analyst II FISCAL YEAR: 2022
PREPARER NAME & TITLE: Katrina Rostam, Management Analyst II COUNCIL DATE (if applicable): 3/2/2022
DEPARTMENT/DIVISION: Fire Department/Fire EMS - Patient Care ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	6550	48070		128,015	Capital Outlay - eight medical devices to be capitalized
1001	5301	48070		40,854	Maintenance agreement for medical devices
TOTAL				168,869	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4640	48070		128,015	Eight donated medical devices - recognize contribution
1001	4780	48070		40,854	Reimbursement for maintenance agreement
TOTAL				168,869	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

Justification for Budget Adjustment:

In 2022 the Fire Department will receive eight medical devices for the Emergency Medical Services program through the EMS Fund managed by the Sierra-Sacramento (S-SV) EMS, a Placer County government agency responsible for regulating EMS services in the county. The department would like to recognize \$128,015 for eight capital assets. Additionally the Fire Department will purchase a \$40,854 extended maintenance agreement for the devices and be fully reimbursed through the same program.

REQUIRED APPROVALS:			
<i>Rick Barte</i>		Feb 10, 2022	
REQUESTING DEPARTMENT HEAD / DESIGNEE		DATE	BUDGET MANAGER / DESIGNEE
			DATE
CHIEF FINANCIAL OFFICER / DESIGNEE		DATE	CITY MANAGER / DESIGNEE
			DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY		DATE	

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 1962

File #: 0214 & 0201-01

Title: Edward Byrne Memorial Justice Assistance Grant Program - Grant Award and Budget Adjustment

Contact: Nina Phelps 916-746-1081 nphelps@roseville.ca.us
Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

Meeting Date: 3/16/2022

Item #: 7.16.

RECOMMENDATION TO COUNCIL

The Police Department recommends that City Council adopt a resolution accepting the grant award in the amount of \$19,914 and authorize the City Manager or Mayor to execute the required documents on behalf of the City. Additionally, staff recommends that City Council adopt an ordinance to approve a budget adjustment in the amount of \$19,914.

BACKGROUND

The City of Roseville has been allocated a grant from the U.S. Department of Justice Office of Justice Programs. The Edward Byrne Memorial Justice Assistance Grant Program allocates funds annually to states and local jurisdictions for law enforcement and criminal justice purposes. The amount of the grant is determined by a formula comprised of the jurisdiction's population and crime rate. This year, the City of Roseville has been allocated \$19,914. The Police Department recommends using the grant to support the department's crime prevention, marketing, and public outreach efforts.

The grant will support a current part-time temporary Marketing Technician position within the Police Department. The position assists in coordinating the many crime prevention, marketing, and public education programs that enhance the safety and economic viability of our City. The position works approximately 20 hours per week and will not exceed 1,000 hours per year.

If the Police Department does not receive the Justice Assistance Grant in the future, this position will be eliminated from the Department budget and the position will not be filled.

FISCAL IMPACT

The grant will add \$19,914 to the Police Department budget in the General Fund to support its crime prevention, marketing, and public outreach programs.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Nina Phelps, Public Safety Programs Coordinator

Troy Bergstrom, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-067

Certifications (requires Mayor signature)

Ordinance 6464

Budget Adjustment

RESOLUTION NO. 22-067

ACCEPTING A GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS AND AUTHORIZING THE CITY MANAGER OR MAYOR TO EXECUTE THE GRANT AWARD DOCUMENT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, each year Congress allocates funds to the Edward Byrne Memorial Justice Assistance Grant program for law enforcement; and

WHEREAS, funds are distributed to local government according to a population and crime rate-based formula; and

WHEREAS, the City of Roseville has been allocated \$19,914;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the City Manager or Mayor is authorized to submit the grant application and all related documents on behalf of the City of Roseville; and

BE IT FURTHER RESOLVED, the City will accept the 2021 Edward Byrne Memorial Justice Assistance grant funds once awarded.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2021 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2021 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

ORDINANCE NO. 6464

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22
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 2021-22, is hereby amended by transferring appropriations as listed on the attached budget adjustment for the Edward Byrne Memorial Justice Assistance Grant Program.

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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Mark Peinado / Management Analyst FISCAL YEAR: 21/22
 PREPARER NAME & TITLE: Mark Peinado / Management Analyst COUNCIL DATE (if applicable): 03/16/2022
 DEPARTMENT/DIVISION: POLICE DEPARTMENT ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	5050	44001		19,914	Part-time temp salary - 1000 hours
1001	5980	44001		(19,914)	Labor reimbursement - Police JAG project 700036
1001	5080	84001	700036	19,914	DOJ-JAG Grant
TOTAL				19,914	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4401	84001	700036	19,914	Federal - Justice Assistance Grant (JAG)
TOTAL				19,914	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

Justification for Budget Adjustment:

The Police Department has been granted funding from the FY2021 Edward Byrne Memorial Justice Assistance Grant, through the U.S. Department of Justice Office of Justice Programs, in the amount of \$19,914. The grant will be used to fund a part-time temporary position within Police Administration to assist in coordinating crime prevention, marketing and public education programs in the City of Roseville.

REQUIRED APPROVALS:

 REQUESTING DEPARTMENT HEAD / DESIGNEE	<u>2/24/22</u> DATE	_____ BUDGET MANAGER / DESIGNEE	_____ DATE
_____ CHIEF FINANCIAL OFFICER / DESIGNEE	_____ DATE	_____ CITY MANAGER / DESIGNEE	_____ DATE
BUDGET DEPARTMENT USE ONLY:			
_____ POSTED BY	_____ DATE		

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 1957
File #: 0323-01

Title: Second Reading - Military Equipment Policy
Contact: Troy Bergstrom 916-774-5058 tbergstrom@roseville.ca.us
Doug Blake 916-746 1043 dblake@roseville.ca.us

Meeting Date: 3/16/2022
Item #: 7.17.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6463 ADOPTING A MILITARY EQUIPMENT POLICY AND APPROVING THE USE, ACQUISITION, AND SEEKING OF FUNDING FOR MILITARY EQUIPMENT, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

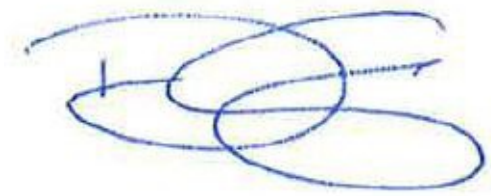
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B – Support community engagement and advocacy
Goal C – Maintain a safe and healthy community

Respectfully Submitted,

Doug Blake, Police Captain

Troy Bergstrom, Chief of Police

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6463

ORDINANCE NO. 6463

ADOPTING A MILITARY EQUIPMENT POLICY AND APPROVING THE USE,
ACQUISITION, AND SEEKING OF FUNDING FOR MILITARY EQUIPMENT

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1.

- A. On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies.
- B. Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a “military equipment” use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term “military equipment” is defined in California Government Code section 7070(c).
- C. Assembly Bill 481 allows the governing body of a city to approve the funding, acquisition, and/or use of military equipment within its jurisdiction only if it makes specified findings.
- D. The proposed Roseville Police Department military equipment use policy is titled “Military Equipment”, Policy No. 706, within the Roseville Police Department Policy Manual.
- E. Roseville Police Department Policy No. 706 “Military Equipment”, along with a list of current “military equipment”, was published on the Roseville Police Department’s internet website on January 28, 2022 and has remained published. The Roseville Police Department Policy No. 706 “Military Equipment” was presented to City Council for the City of Roseville on March 2, 2022.
- F. The Roseville Police Department Policy No. 706 “Military Equipment” meets the requirements of California Government Code section 7070(d).

SECTION 2. The Council of the City of Roseville has reviewed the facts and findings made at the March 2, 2022, City Council meeting, and makes the following findings:

- A. The “military equipment” (as defined by California Government Code section 7070(c)) is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;
- B. The proposed “Military Equipment” Policy No. 706 will safeguard the public’s welfare, safety, civil rights, and civil liberties;

- C. The current “military equipment” identified in “Military Equipment” Policy No. 706 and purchasing any future “military equipment” on the list of “military equipment” (as defined by California Government Code section 7070(c)) is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety;
- D. Prior “military equipment” use complied with the military equipment use policy that was in effect at the time;
- E. Roseville Police Department Policy No. 706 “Military Equipment” is approved and adopted and City Council authorizes the use, acquisition, and seeking of funds for all “military equipment” as defined by California Government Code section 7070(c) and Policy No. 706 “Military Equipment”.

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 4. 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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 1958
File #: 0600-02

Title: Out-of-State Travel Request - Information Technology Department
Contact: Karl Grover 916-774-5145 kgrover@roseville.ca.us

Meeting Date: 3/16/2022
Item #: 7.18.

RECOMMENDATION TO COUNCIL

Recommend the City Council approve out-of-state travel requests for two Information Technology staff members to separately attend the Cisco Live Conference in Las Vegas, Nevada in June of 2022 and the Tyler New World Conference in Indianapolis, Indiana in May of 2022.

BACKGROUND

The Cisco Live Conference focuses on content relevant and important to a network analyst. It provides access to keynote presentations, innovative discussions, technical sessions and networking opportunities with other organizations.

The Tyler Technologies Open Data / New World Conference focuses on citizen engagement through data transparency (performance measurements, open budget and capital improvement projects) as well as computer aided dispatch (CAD) for public safety. It provides access to informative sessions, insights into new features and trends, and networking with other organizations.

FISCAL IMPACT

Funding for travel, lodging and conference costs for Cisco Live is estimated to be \$3,000 and for Tyler New World is estimated at \$3,250, totaling \$6,250. Funding is included in the FY2021-22 Information Technology Operations Fund budget.

ENVIRONMENTAL REVIEW

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

subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Karl Grover, IT Program Manager

Hong Sae, Chief Information Officer



Dominick Casey, City Manager

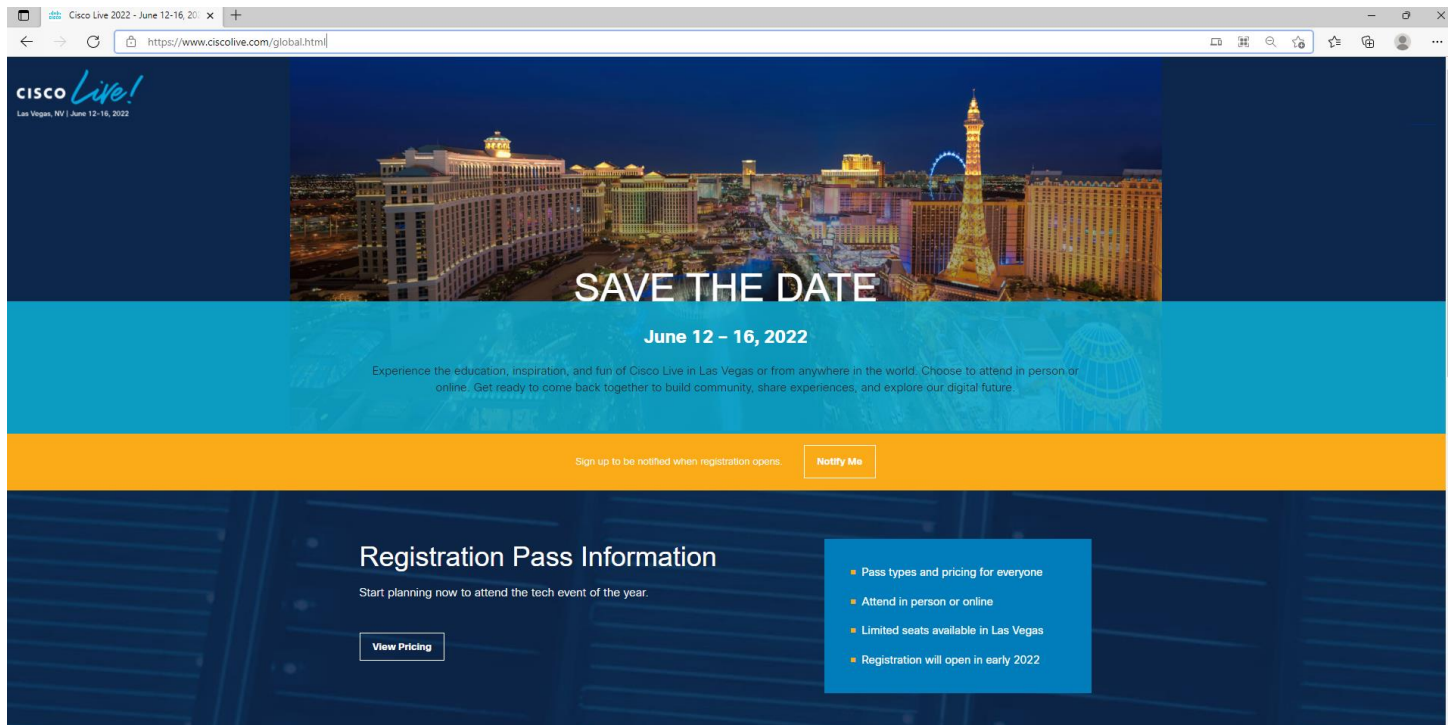
ATTACHMENTS:

Description

Out-of-State Travel supporting document

Information Technology FY2021-2022 Out-of-State Travel Requests

[Cisco Live 2022 - June 12-16, 2022 | Networking Event - Cisco](#)



The screenshot shows the Cisco Live 2022 website. The header features the Cisco Live! logo and the dates June 12-16, 2022. The main banner displays a night view of the Las Vegas skyline with the text "SAVE THE DATE" and "June 12 - 16, 2022". Below the banner, there is a section for "Registration Pass Information" with a "View Pricing" button. To the right, a blue box lists key details: pass types and pricing for everyone, attendance options (in-person or online), limited seats in Las Vegas, and registration opening in early 2022.

CISCO Live!
Las Vegas, NV | June 12-16, 2022

SAVE THE DATE

June 12 - 16, 2022

Experience the education, inspiration, and fun of Cisco Live in Las Vegas or from anywhere in the world. Choose to attend in person or online. Get ready to come back together to build community, share experiences, and explore our digital future.

Sign up to be notified when registration opens. [Notify Me](#)

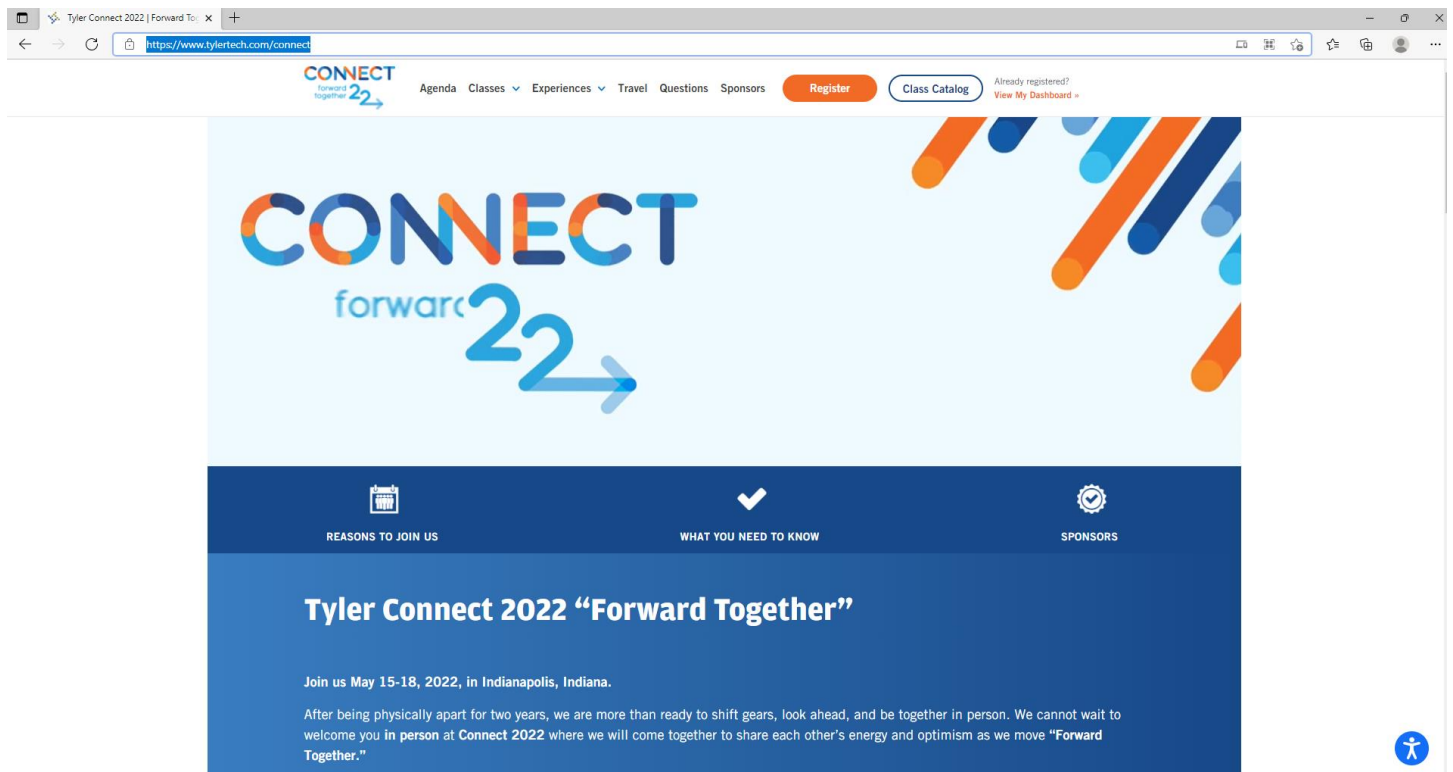
Registration Pass Information

Start planning now to attend the tech event of the year.

[View Pricing](#)

- Pass types and pricing for everyone
- Attend in person or online
- Limited seats available in Las Vegas
- Registration will open in early 2022

[Tyler Connect 2022 | Forward Together | Tyler Technologies](#)



The screenshot shows the Tyler Connect 2022 website. The header includes the "CONNECT forward together 22" logo and navigation links for Agenda, Classes, Experiences, Travel, Questions, Sponsors, Register, and Class Catalog. The main banner features the "CONNECT forward 22" logo. Below the banner, there are three sections: "REASONS TO JOIN US", "WHAT YOU NEED TO KNOW", and "SPONSORS". The main heading is "Tyler Connect 2022 'Forward Together'", followed by the dates "Join us May 15-18, 2022, in Indianapolis, Indiana." and a paragraph about the event's purpose.

CONNECT
forward together 22

Agenda Classes Experiences Travel Questions Sponsors [Register](#) [Class Catalog](#) [Already registered? View My Dashboard](#)

CONNECT

forward 22

REASONS TO JOIN US **WHAT YOU NEED TO KNOW** **SPONSORS**

Tyler Connect 2022 "Forward Together"

Join us May 15-18, 2022, in Indianapolis, Indiana.

After being physically apart for two years, we are more than ready to shift gears, look ahead, and be together in person. We cannot wait to welcome you in person at Connect 2022 where we will come together to share each other's energy and optimism as we move "Forward Together."



COUNCIL COMMUNICATION

CC #: 1974

File #: 0400-06-03 & 0400-07

Title: Roseville Junction Final Map

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

Meeting Date: 3/16/2022

Item #: 7.19.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council approve the final map on file with the City Clerk and accept on behalf of the public the easements offered thereon; and approve the abandonment of the easements listed thereon.

BACKGROUND

The Development Services Department, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 6 commercial lots.

FISCAL IMPACT

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

ENVIRONMENTAL REVIEW

Approval of the Roseville Junction final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Roseville Junction final map was accomplished with the preparation of an Addendum to the Roseville Hotel and Conference Center Project EIR (SCH #2013112058, certified August 6, 2014). The Addendum was adopted by the City of Roseville on September 9, 2021. Because the Roseville Junction final map is consistent with the project evaluated in the Addendum, no new effects would be expected to occur and all applicable mitigation measures identified from the Addendum will be implemented. As such, no additional CEQA action is required at this time.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Final Map

Vicinity Map

OWNER'S STATEMENT

THE UNDERSIGNED BEING THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED HEREON, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF "ROSEVILLE JUNCTION".

THE FOLLOWING ARE DEDICATIONS OF EASEMENTS TO THE CITY OF ROSEVILLE:

- A.

PUBLIC UTILITY EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF WATER AND SANITARY SEWER SERVICES TOGETHER WITH ANY AND ALL APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND 20 FEET WIDE SHOWN HEREON AND DESIGNATED (20' WATER & SEWER EASEMENT).
- B.

PUBLIC ACCESS / MAINTENANCE EASEMENT FOR THE INGRESS AND EGRESS OF VEHICLES, ON, OVER AND ACROSS LOTS 3, 4, AND 5, BEING 40 FEET WIDE OVER THE MOST NORTHERLY STRIP OF LAND SHOWN HEREON AND DESIGNATED (PUBLIC ACCESS/MAINTENANCE EASEMENT).

ROSEVILLE JUNCTION, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: APRR MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, MANAGER

BY: ROHIT RANCHHOD, MANAGING MEMBER CHIRAYU PATEL, MANAGING MEMBER

DATE: DATE:

WOODLAND PARTNERS I, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: ROHIT RANCHHOD, MANAGING MEMBER CHIRAYU PATEL, MANAGING MEMBER

DATE: DATE:

NOTARY'S STATEMENT

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

STATE OF COUNTY OF

ON , BEFORE ME, ,A NOTARY PUBLIC PERSONALLY APPEARED

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

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

WITNESS MY HAND AND OFFICIAL SEAL

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

FINAL MAP OF ROSEVILLE JUNCTION SUBDIVISION NO. PL21-0153

BEING A SUBDIVISION OF PARCEL 2 (35 P.M. 55) CONFERENCE CENTER DRIVE (N.C.R.S.P. PARCEL 40(a)) BEING A PORTION OF SECTION 26, T.11N., R.6E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, CALIFORNIA MARCH 2022 MORTON & PITALO, INC.

NOTARY'S STATEMENT

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

STATE OF COUNTY OF

ON , BEFORE ME, ,A NOTARY PUBLIC PERSONALLY APPEARED

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

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

WITNESS MY HAND AND OFFICIAL SEAL

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

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF "ROSEVILLE JUNCTION" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS APPROVED THE ABANDONMENT OF THE EASEMENTS LISTED WITHIN NOTE 1, ON SHEET 3.

DATED CITY CLERK, CITY OF ROSEVILLE BY ASSISTANT CLERK, CITY OF ROSEVILLE

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "ROSEVILLE JUNCTION" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF THE CITY OF ROSEVILLE, A MUNICIPAL CORPORATION, IN JUNE 2021. I HEREBY STATE THAT THIS FINAL MAP OF "ROSEVILLE JUNCTION" SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, AND THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2022 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED

MICHAEL J. CHIARA P.L.S. 9058

CITY ENGINEER'S STATEMENT

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

DATED

MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE R.C.E. 69879 EXP. DATE: 9/30/2022

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF "ROSEVILLE JUNCTION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATED

TIMOTHY G. BLAIR, P.L.S. 8278 EXP. DATE: 12/31/2023



RECORDER'S STATEMENT

ACCEPTED FOR RECORD AND FILED WITH THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT MINUTES AFTER O'CLOCK .M. ON THE DAY OF , 20 AND RECORDED IN BOOK OF MAPS, AT PAGE , AT THE REQUEST OF MORTON & PITALO, INC.

FILE NO. RECORDER OF PLACER COUNTY STATE OF CALIFORNIA FEE \$ BY DEPUTY

TRUSTEE'S STATEMENT

PLACER TITLE COMPANY, TRUSTEE UNDER THE DEED OF TRUST RECORDED JUNE 29, 2021, IN DOCUMENT NO. 2021-84231-00, OFFICIAL RECORDS OF PLACER COUNTY.

BY: _____ BY: _____
PRINT NAME: _____ PRINT NAME: _____
PRINT TITLE: _____ PRINT TITLE: _____
DATE: _____ DATE: _____

NOTARY'S STATEMENT

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

STATE OF _____
COUNTY OF _____

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

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

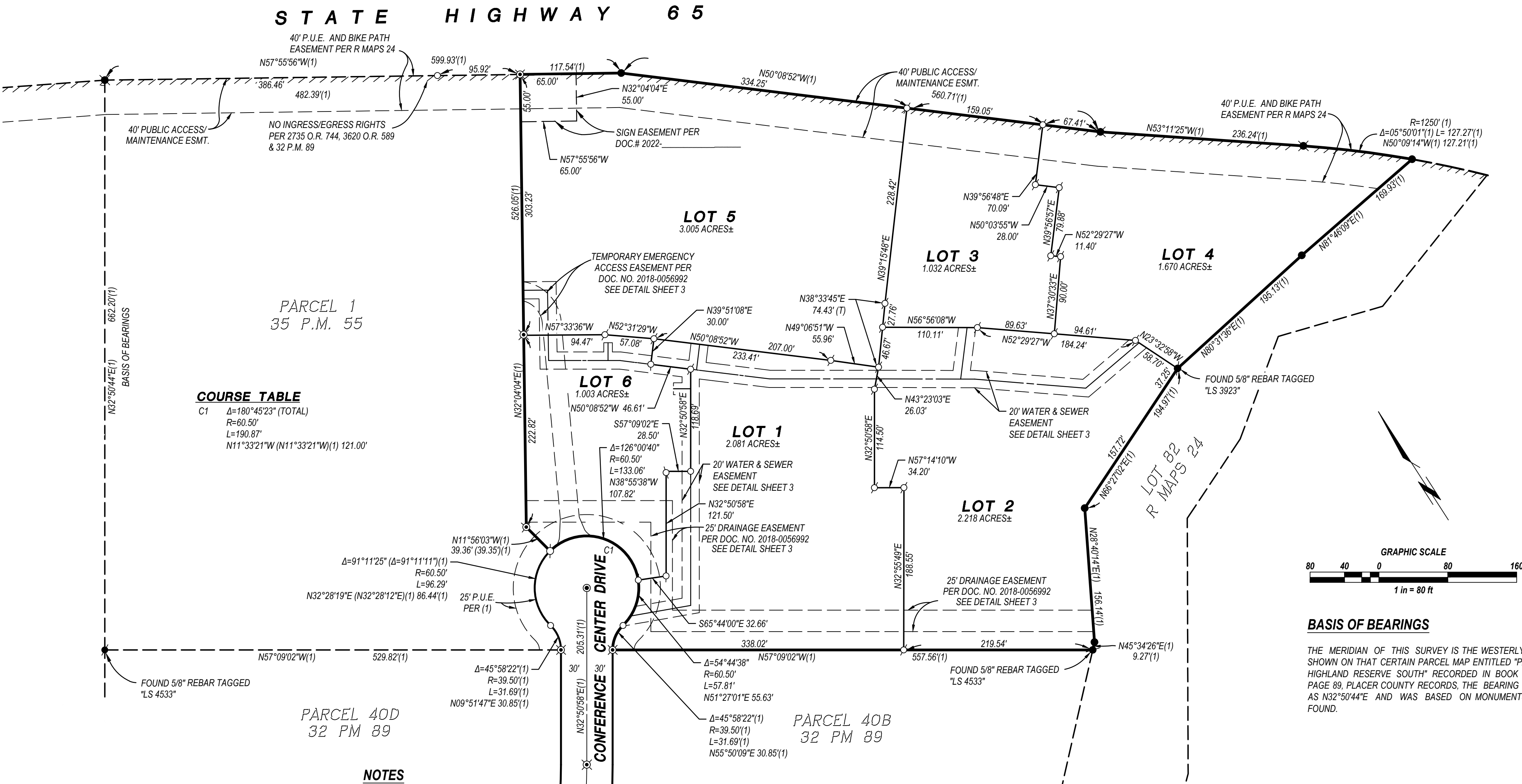
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC, STATE OF _____
PRINT NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY
MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____

FINAL MAP OF
ROSEVILLE JUNCTION
SUBDIVISION NO. PL21-0153
BEING A SUBDIVISION OF PARCEL 2 (35 P.M. 55)
CONFERENCE CENTER DRIVE (N.C.R.S.P. PARCEL 40(a))
BEING A PORTION OF SECTION 26, T.11N., R.6E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, CALIFORNIA
MARCH 2022
MORTON & PITALO, INC.



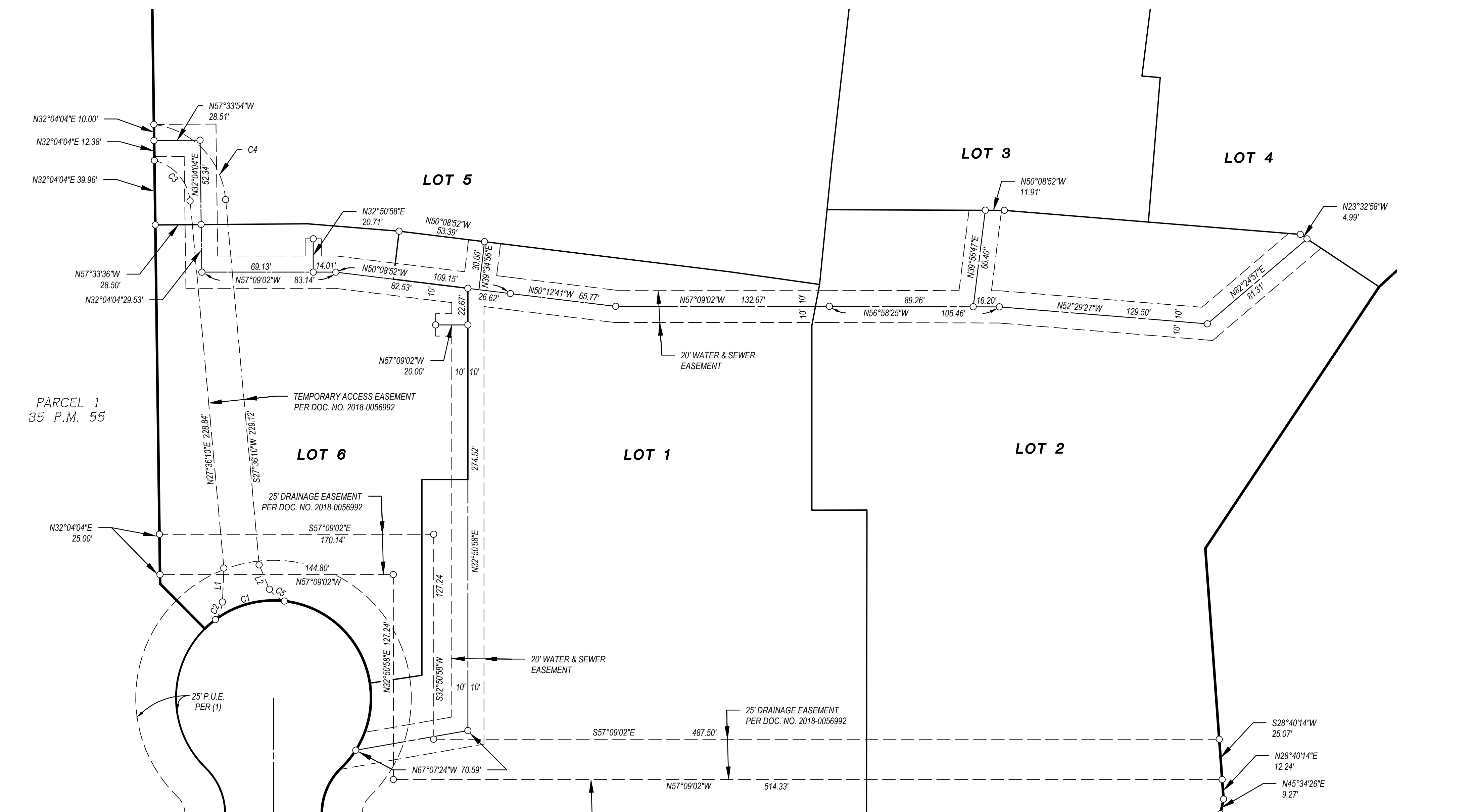
LEGEND

-DIMENSION POINT, NOTHING FOUND OR SET
-FOUND MONUMENT AS NOTED
- ✕FOUND 5/8" REBAR TAGGED "LS 3923" PER (1)
-FOUND 5/8" REBAR, NO TAG PER (1)
- ⊗FOUND 1" GALVANIZED IRON PIPE W/ PLASTIC CAP LS 7350 PER 35 P.M. 55
- ⊙SET 1" GALVANIZED IRON PIPE WITH PLASTIC PLUG STAMPED L.S. 9058
- ⊙FOUND CENTER PUNCHED COPPERWELD MONUMENT STAMPED LS 7350
- P.U.E.....PUBLIC UTILITY EASEMENT
- (1).....RECORD DATA PER 35 P.M. 55
- (T).....TOTAL DISTANCE

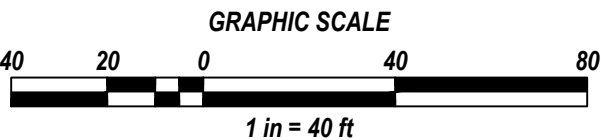
NOTES

- PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS NOT SHOWN HEREON ARE HEREBY ABANDONED.
- COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, LIENS, CHARGES, TERMS AND PROVISIONS WHICH MAY AFFECT THE LAND SHOWN HEREON ARE RECORDED IN DOCUMENTS NO. 90-07287, ORPC, RE-RECORDED IN DOCUMENT NO. 90-079378 ORPC, AND MODIFIED PER DOCUMENT NOS. 95-0024499, 97-80505, 98-019773 AND 2015-0092732-00 ORPC.
- AN EASEMENT AGREEMENT FOR ACCESS IS RECORDED IN DOCUMENT NO. 99-0058611 ORPC.
- AN EASEMENT AND MAINTENANCE AGREEMENT PERTAINING TO TRAIL EASEMENTS AND A DRIVEWAY EASEMENT IS RECORDED IN INSTRUMENT NO. 2003-0178320 ORPC.
- A "GRANT OF RECIPROCAL RIGHTS AND DECLARATION OF RESTRICTIONS REGARDING ACCESS, CONSTRUCTION, AND PARKING" IS RECORDED IN INSTRUMENT NO. 2005-106461, ORPC.
- A "NOTICE OF AGREEMENT AFFECTING REAL PROPERTY" STATING THAT THE PROPERTY OWNERS SHALL AGREE TO PARTICIPATE IN A TRANSPORTATION SYSTEM MANAGEMENT PLAN IS RECORDED IN INSTRUMENT NO. 2005-106462, ORPC.
- A "USE RESTRICTION AGREEMENT" AFFECTING THE REAL PROPERTY "STATING THAT THE PROPERTY IS TO BE USED FOR THE OPERATION OF A HOTEL AND CONFERENCE CENTER AND RELATED AND COMPLIMENTARY USES" IS RECORDED IN INSTRUMENT NO. 2005-0108027 ORPC.
- A "FIRE ACCESS, DRAINAGE AND RECIPROCAL ACCESS EASEMENT AGREEMENT IS RECORDED IN INSTRUMENT NO. 2018-0056992-00 ORPC.
- THE TOTAL AREA OF THIS SUBDIVISION IS 11.010 ACRES, CREATING 6 COMMERCIAL LOTS.

**FINAL MAP OF
ROSEVILLE JUNCTION
SUBDIVISION NO. PL21-0153**
BEING A SUBDIVISION OF PARCEL 2 (35 P.M. 55)
CONFERENCE CENTER DRIVE (N.C.R.S.P. PARCEL 40(a))
BEING A PORTION OF SECTION 26, T.11N., R.6E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, CALIFORNIA
MARCH 2022 SCALE: 1"=80'
MORTON & PITALO, INC.

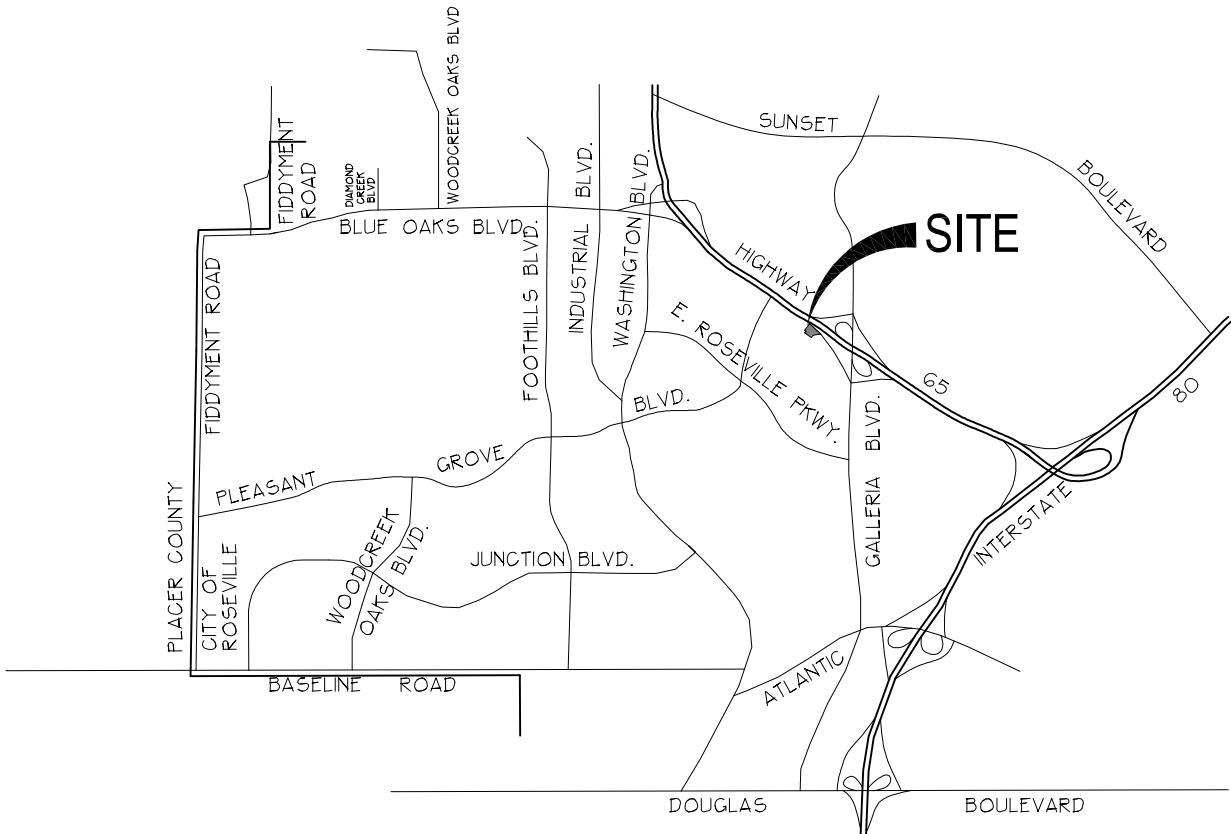


CURVE & LINE TABLE					
C1	Δ=42°58'48"	R=60.50'	L=45.38'	CHD=N72°14'00"W	44.33'
C2	Δ=34°20'35"	R=20.00'	L=11.99'	CHD=N54°18'31"E	11.81'
C3	Δ=70°39'21"	R=29.00'	L=35.76'	CHD=N08°33'49"W	33.54'
C4	Δ=76°47'21"	R=51.00'	L=68.35'	CHD=S11°36'29"E	63.35'
C5	Δ=34°20'35"	R=20.00'	L=11.99'	CHD=S18°46'31"E	11.81'
L1	N35°20'11"E	21.04'			
L2	S09°58'20"W	16.47'			



**FINAL MAP OF
ROSEVILLE JUNCTION
SUBDIVISION NO. PL21-0153**
BEING A SUBDIVISION OF PARCEL 2 (35 P.M. 55)
CONFERENCE CENTER DRIVE (N.C.R.S.P. PARCEL 40(a))
BEING A PORTION OF SECTION 26, T.11N., R.6E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, CALIFORNIA
MARCH 2022 SCALE: 1"=40'
MORTON & PITALO, INC.

Dwg: X:\2021\21-0012-00 (ROSEVILLE CONFERENCE SITE)\DWG\SRV\WORKING\PARCEL MAP\210012-S1-YMAP.DWG | Saved: 02-14-22 02:28pm MCHARRA



MORTON & PITALO, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
Folsom * Fresno
600 Coolidge Drive, Suite #140
Folsom, CA 95630
phone: (916) 984-7621
web: www.mpengr.com

DRAWN:	MJC	JOB NO:	210012
CHECKED:	MJC	DATE:	FEBRUARY 2022
SCALE:	N/A	SHEET:	1 of 1

VICINITY MAP

ROSEVILLE JUNCTION SUBDIVISION NO. PL21-0153

CITY OF ROSEVILLE, CALIFORNIA



COUNCIL COMMUNICATION

CC #: 1969
File #: 0102-10

Title: Resolution - Duke Arakaki
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 3/16/2022
Item #: 7.20.

RECOMMENDATION TO COUNCIL

Commend Duke Arakaki for his 25 years of outstanding service and dedication to the City of Roseville, congratulate him on his many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

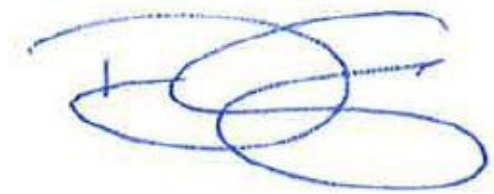
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution - Duke Arakaki

Resolution

WHEREAS, Duke Arakaki began his distinguished career with the City of Roseville on October 28, 1996, as a Programming Analyst II in the Management Information Systems Department, and has chosen to retire after 25 years of dedicated service; and

WHEREAS, Duke was part of a team that was awarded the Pride of Roseville award on August 10, 1998, for extraordinary efforts to successfully implement the Police Department's new computer, telephone, and radio system, all while the entire operation moved to the new police facility; and

WHEREAS, Duke was enrolled in the Leadership Program offered by the City, became the network NT and Security expert, and was instrumental in supporting the Y2K efforts, including public safety systems, the 800 MHz Radio System and the NT and Exchange Servers Citywide; and

WHEREAS, Duke's suggestion to move the City's firewall, WatchGuard, in-house was implemented, so that the departmental internet needs could be met more effectively; and

WHEREAS, Duke was promoted to Systems Software Manager on May 5, 2001, and assisted in the migration of the IFAS system and the CIS completion and, as the Software Manager, he provided excellent leadership during the absence of the IT manager; and

WHEREAS, Duke submitted the application for the Digital Government Award on behalf of the City and was instrumental in Roseville winning the award; and

WHEREAS, Duke's position was re-classed to an Information Technology Program Manager, and he led his team several large multi-year projects, including CIS Focus, EAM, and ERP. His team continued to receive praise from the Project Managers and Steering Committees of these projects for his team's performance; and

WHEREAS, Duke received a promotion on December 7, 2019, to a Data Management System Administrator in the Environmental Utilities Department, leading the Geographic Information System (GIS) and Data Management Team, who have been instrumental in the Maximo integration process and the AML project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **DUKE ARAKAKI** be commended for his 25 years of outstanding service and dedication to the City of Roseville, congratulated for his accomplishments, and wished a long, healthy and enjoyable retirement.

SIGNED AND APPROVED this 16th day of March 2022.



KRISTA BERNASCONI, MAYOR





COUNCIL COMMUNICATION

CC #: 1968

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

Title: Board of Appeals and Senior Commission - Unscheduled Vacancy Appointment

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

Meeting Date: 3/16/2022

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Recommend Council appoint one (1) individual to the Board of Appeals to a term expiring December 31, 2022 from the applications received from: Ronda Leuty and Tom Rutherford.

Appoint one (1) individual to the Senior Commission to a term expiring December 31, 2024 from the applications received from Dee Britton, Ted Deehr, and Malinda Meeks.

BACKGROUND

The resignation of Basil Deem created an unscheduled vacancy on the Board of Appeals with a term expiring December 31, 2022. The resignation of Brian Parry created an unscheduled vacancy on the Senior Commission with a term expiring December 31, 2024. Recruitment for all vacancies occurred in February. The applications and video interviews were compiled and provided to the City Council for consideration.

FISCAL IMPACT

There is no fiscal impact.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The appointment of members to boards or commissions does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Katrina Six, City Clerk Technician

Carmen Avalos, City Clerk

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

Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 1978

File #: 0103-33-02

Title: Roseville Independent Redistricting Commission's Adoption of a Final Redistricting Report and Final Map
Contact: Joe Mandell 916-774-5325 jmandell@roseville.ca.us

Meeting Date: 3/16/2022

Item #: 9.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council accept the Informational Presentation on the Roseville Independent Redistricting Commission's Adoption of a Final Redistricting Report and Final Map.

BACKGROUND

Every ten (10) years, after the U.S. Census, the City of Roseville must re-establish the boundaries for City Council districts. The resulting council district boundaries must be balanced in population in accordance with state and federal rules governing the redistricting process. In 2021, the Roseville Independent Redistricting Commission, made up entirely of community members, was formed to establish district boundaries in a process that is open and transparent and allows public comment on the drawing of City Council district boundaries. The redistricting process also ensures that the district boundaries are drawn according to the redistricting criteria set forth in the City Charter and applicable state and federal laws, and that the process is conducted with integrity, fairness, and without personal or political considerations.

The Commission consisted of eleven (11) members and five (5) alternates. In a public setting, the City Clerk randomly selected the initial eight (8) members of the Commission from the qualified applicants, two (2) each from four (4) geographic quadrants of the City: a northwest quadrant, a northeast quadrant, a southeast quadrant, and a southwest quadrant. The commissioners selected by the City Clerk then selected three (3) at-large commissioners and five (5) at-large alternates from the remaining applicants on the basis of each applicant's relevant analytical skills, ability to comprehend and apply the applicable state and federal legal requirements, familiarity with the City's neighborhoods and communities, familiarity with the City's demographics and geography, ability to be impartial, and apparent ability to work cooperatively with other commissioners.

As an independent body, the Commission is empowered to adopt the district boundaries, without City Council approval. The district map approved by the Commission must follow all local, state and federal laws, be substantially equal in population, be geographically contiguous, and follow all

of the substantive and procedural requirements listed in Article XI of the Roseville City Charter. The Commission was required to hold at least five (5) public hearings to consider the draft map, one (1) in each council district, prior to adopting a final map.

Selection of Draft Map B-1

At its public meeting on January 24, 2022, the Independent Redistricting Commission voted by motion to move forward with Draft Map B-1 as the proposed final map. The motion passed by a vote of 7 - 4. Following the selection of Draft Map B-1 as the proposed final map, the City Attorney's Office provided the opinion to the Commission that Draft Map B-1 should be considered a new "draft" map for purposes of subsection A of Section 11.10, Article XI of the Roseville City Charter due to the fact that the edits that created Draft Map B-1 resulted in the shift of a portion of the population from one district to another.

In an effort to provide the public with further opportunity to comment on Draft Map B-1, the Commission held five (5) more public hearings during the thirty (30) day period following publication of Draft Map B-1 by the City Clerk on January 27, 2022, in accordance with subsection B of Section 11.10, Article XI of the Roseville City Charter.

In February 2022, the Commission held the five (5) public hearings on Draft Map B-1 at the following locations:

- Public Hearing #1 – February 3, 2022 at 6pm
City Council Chambers – 311 Vernon St.
- Public Hearing #2 – February 9, 2022 at 6pm
Maidu Community Center – 1550 Maidu Dr.
- Public Hearing #3 – February 15, 2022 at 6pm
Mike Shellito Indoor Pool – 10210 Fairway Dr.
- Public Hearing #4 – February 17, 2022 at 6pm
Martha Riley Library – 1501 Pleasant Grove Blvd.
- Public Hearing #5 – February 22, 2022 at 6pm
St. John's Episcopal Church – 2351 Pleasant Grove Blvd.

Final Map Adoption

Following the additional five (5) public hearings to receive public comment on Draft Map B-1, the Commission held a public meeting on February 28, 2022 to consider adoption of Draft Map B-1 as the Final Map and the attached report as the Final Redistricting Report. At that meeting on February 28, 2022, the Independent Redistricting Commission passed a motion by the roll call vote of 10 aye votes and 0 no votes (1 Commissioner absent) to adopt the "Resolution of the Independent Redistricting Commission of the City of Roseville Adopting a Final Redistricting Report and Final Map" and approved Draft Map B-1 as the Final Map and approved the Final Redistricting Report.

As outlined in Article XI of the Roseville City Charter, the Commission-adopted Final Redistricting Report and Final Map has the force and effect of law and is effective thirty (30) calendar days after it is filed with the City Clerk. The Final Redistricting Report and Final Map were filed with the Roseville City Clerk on March 1, 2022.

Effect of Redistricting on Incumbents

In accordance with Section 11.11 of Article XI of the Roseville City Charter, the term of office of any councilmember who has been elected and whose term of office has not expired shall not be

affected by any change in the boundaries of the district from which the councilmember was elected. Accordingly, upon any redistricting pursuant to the provisions of this Resolution, each incumbent councilmember will continue, during the remainder of the councilmember's term, to represent the electoral district to which the councilmember was elected prior to such redistricting.

Please visit www.roseville.ca.us/redistricting for further details on the 2021-22 redistricting process in the City of Roseville.

FISCAL IMPACT

There is no fiscal impact associated with this informational presentation.

ENVIRONMENTAL REVIEW

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

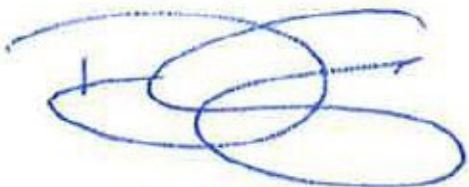
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Joe Mandell, Senior Deputy City Attorney

Michelle Sheidenberger, City Attorney



Dominick Casey, City Manager

ATTACHMENTS:

Description

IRC Final Restricting Report
Roseville Final Map Large Format



INDEPENDENT REDISTRICTING COMMISSION

Final Redistricting Report

Filed with City Clerk – March 1, 2022
Effective Date – March 31, 2022

Background and History

Every ten (10) years, after the U.S. Census, the City of Roseville must re-establish the boundaries for City Council districts. The resulting council district boundaries must be balanced in population in accordance with state and federal rules governing the redistricting process.

In 2021, the Roseville Independent Redistricting Commission, made up entirely of community members, was formed to establish district boundaries in a process that is open and transparent and allows public comment on the drawing of City Council district boundaries. The redistricting process also ensures that the district boundaries are drawn according to the redistricting criteria set forth in the City Charter and applicable state and federal laws, and that the process is conducted with integrity, fairness, and without personal or political considerations.

The Commission consists of eleven (11) members and five (5) alternates. In a public setting, the City Clerk randomly selected the initial eight (8) members of the Commission from the qualified applicants, two (2) each from four (4) geographic quadrants of the City: a northwest quadrant, a northeast quadrant, a southeast quadrant, and a southwest quadrant. The commissioners selected by the City Clerk then selected three (3) at-large commissioners and five (5) at-large alternates from the remaining applicants on the basis of the applicant's relevant analytical skills, ability to comprehend and apply the applicable state and federal legal requirements, familiarity with the City's neighborhoods and communities, familiarity with the City's demographics and geography, ability to be impartial, and apparent ability to work cooperatively with other commissioners.

As an independent body, the Commission is empowered to adopt the district boundaries, without City Council approval. The district map approved by the Commission must follow all local, state and federal laws, be substantially equal in population, be geographically contiguous, and follow all of the substantive and procedural requirements listed in Article XI of the Roseville City Charter. As further detailed below, the Commission is required to hold at least five (5) public hearings to consider the draft map(s), one (1) in each council district, prior to adopting a

final map. The following section sets forth the redistricting criteria to be considered by the Commission in approving a final map.

Redistricting Criteria for Final Map

Section 11.09 of Article XI of the Roseville City Charter sets forth the following redistricting criteria for the Independent Redistricting Commission to consider when approving a final map:

A. The Commission shall draw its final map so that:

1. Council districts are substantially equal in population as required by the United States Constitution. Population equality shall be based on the total population of residents of the City as determined by the latest federal decennial census.
2. Council district boundaries comply with the United States Constitution, the California Constitution, the federal Voting Rights Act of 1965, and any other requirement of state or federal law applicable to charter cities.

B. The Commission shall adopt district boundaries using the following criteria as set forth in the following order of priority:

1. To the extent practicable, council districts shall be geographically contiguous. Areas that meet only at the points of adjoining corners are not contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous. Areas that are separated by a railyard or a highway are not contiguous.
2. To the extent practicable, the geographic integrity of any local neighborhood, local neighborhood association boundaries, or local community of interest shall be respected in a manner that minimizes its division. A “community of interest” is a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents, or political candidates.
3. Council district boundaries should be easily identifiable and understandable by residents. To the extent practicable, council districts shall be bounded by natural and artificial barriers, by streets, or by the boundaries of the City.
4. Where it does not conflict with the preceding criteria in this subdivision, council districts shall be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.

5. Other Commission-adopted criteria that do not conflict with the other requirements and criteria listed in this section or with state or federal law.

C. The Commission shall not adopt council district boundaries for the purpose of favoring or discriminating against a political party.

D. The Commission shall not consider place of residence of any individual, including any incumbent or political candidate, in the creation of a map. (Added by Measure R in the General Municipal Election on November 3, 2020.)

Procedure for Adoption of Final Redistricting Report and Final Map

Section 11.10 of Article XI of the Roseville City Charter sets forth the following procedure for the Independent Redistricting Commission to follow when approving a final map:

A. The Commission shall file a preliminary redistricting plan and draft map with the City Clerk, along with a written statement of findings and reasons for adoption, which shall include the criteria employed in the process and a full analysis and explanation of decisions made by the Commission. The City Clerk shall publish the preliminary redistricting plan and draft map at least thirty (30) calendar days prior to the adoption of a final redistricting report and final map.

B. During the thirty (30) calendar day period after publication, the Commission shall hold at least five (5) public hearings, including one (1) public hearing in each existing council district.

C. After having heard comments from the public on the preliminary redistricting plan and draft map, the Commission shall adopt a final redistricting report and final map. A Commission-adopted final redistricting report and final map has the force and effect of law and is effective thirty (30) calendar days after it is filed with the City Clerk and shall remain effective until the adoption of new district boundaries following the next federal decennial census. The City Council may not rescind, supersede, or revise the district boundaries adopted by the Commission.

D. After the final map is adopted, the City Clerk shall number each council district such that, for as many residents as possible, the number of the council district they reside in remains the same.

E. The final redistricting report and final map shall be subject to referendum in the same manner as ordinances.

F. If the Commission does not adopt council district boundaries by the deadlines set forth in this article, the City Attorney shall immediately file a petition in Placer County Superior Court for an order adopting council district boundaries. The map prescribed by the court shall be used for all subsequent council elections until a final redistricting report and final map are adopted by the Commission to replace it. (Added by Measure R in the General Municipal Election on November 3, 2020.)

Six (6) Preliminary Draft Maps for Public Consideration

At its December 20, 2021 meeting, the Independent Redistricting Commission selected a group of six (6) draft maps for further public consideration at six (6) public hearings in January 2022. The six (6) draft maps that were approved at the December 20, 2021 meeting are attached below to this report and have been labeled as Draft Map A, Draft Map B, etc. Each attached draft map contains written findings, criteria employed in the decision process, and a full analysis and explanation of the reasons supporting further Commission and public consideration.

For ease of review, the six (6) draft maps that were selected on December 20, 2021 for further consideration can be summarized as follows:

- Draft Map A – Formerly “Public Map # 1”
- Draft Map B – Formerly “Public Map # 6”
- Draft Map C – Formerly “Public Map # 8”
- Draft Map D – Formerly “Public Map # 14”
- Draft Map E – Formerly “Public Map # 15”
- Draft Map F – Formerly “Public Map # 25”

The six (6) draft maps selected by the Commission for further consideration were posted by the City Clerk on December 22, 2021 and were available for at least thirty (30) days for public review. During that thirty (30) day period following publication by the City Clerk, the Commission held six (6) public hearings:

- Public Hearing #1 – January 6, 2022 at 6pm
Maidu Community Center – 1550 Maidu Dr.
- Public Hearing #2 – January 11, 2022 at 6pm
City Council Chambers – 311 Vernon St.
- Public Hearing #3 – January 13, 2022 at 6pm
Mike Shellito Indoor Pool – 10210 Fairway Dr.
- Public Hearing #4 – January 15, 2022 at 2pm
City Council Chambers – 311 Vernon St.
- Public Hearing #5 – January 18, 2022 at 6pm
Martha Riley Library – 1501 Pleasant Grove Blvd.
- Public Hearing #6 – January 20, 2022 at 6pm
St. John’s Episcopal Church – 2351 Pleasant Grove Blvd.

Selection of Final Draft Maps

Following the six (6) public hearings, the Commission held a meeting on January 24, 2022 to consider the selection and adoption of a final map. At its January 24, 2022 meeting, the Commission, by motion, removed Draft Map F from further consideration, leaving five (5) remaining draft maps. Subsequent to the removal of Draft Map F from further consideration, the

Commission analyzed various proposed edits to the five (5) remaining Draft Maps A – E. After analyzing the various proposed edits to Draft Maps A – E, the Commission voted by motion to only consider three (3) maps moving forward - the edited versions of the following maps – Draft Map B, Draft Map C, and Draft Map E. For ease of reference and to distinguish the remaining edited maps from the original draft maps, the edited maps from the January 24, 2022 meeting were labeled by the Commission as:

- Draft Map B-1
- Draft Map C-1
- Draft Map E-1

Selection of Draft Map B-1

On January 24, 2022, after receiving further public input regarding Draft Maps B-1, C-1, and E-1, the Commission voted by motion to move forward with Draft Map B-1 as the proposed final map. The motion passed by a vote of 7 - 4.

Following the selection of Draft Map B-1 as the proposed final map, the City Attorney's Office provided the opinion to the Commission that Draft Map B-1 should be considered a new "draft" map for purposes of subsection A of Section 11.10, Article XI of the Roseville City Charter due to the fact that the edits that created Draft Map B-1 resulted in the shift of a portion of the population from one district to another.

Additional Public Hearings to Consider Comments on Draft Map B-1

In an effort to provide the public with further opportunity to comment on Draft Map B-1, the Commission held five (5) more public hearings during the thirty (30) day period following publication of Draft Map B-1 by the City Clerk on January 27, 2022, in accordance with subsection B of Section 11.10, Article XI of the Roseville City Charter.

In February 2022, the Commission held the five (5) public hearings on Draft Map B-1 at the following locations:

- Public Hearing #1 – February 3, 2022 at 6pm
City Council Chambers – 311 Vernon St.
- Public Hearing #2 – February 9, 2022 at 6pm
Maidu Community Center – 1550 Maidu Dr.
- Public Hearing #3 – February 15, 2022 at 6pm
Mike Shellito Indoor Pool – 10210 Fairway Dr.
- Public Hearing #4 – February 17, 2022 at 6pm
Martha Riley Library – 1501 Pleasant Grove Blvd.
- Public Hearing #5 – February 22, 2022 at 6pm
St. John's Episcopal Church – 2351 Pleasant Grove Blvd.

Adoption of Final Redistricting Report and Final Map

Following the additional five (5) public hearings to receive public comment on Draft Map B-1, the Commission held a public meeting on February 28, 2022 to consider adoption of Draft Map B-1 as the Final Map and this report as the Final Redistricting Report. At that meeting on February 28, 2022, the Independent Redistricting Commission passed a motion by the roll call vote of 10 aye votes and 0 no votes (1 Commissioner absent) to adopt the “Resolution of the Independent Redistricting Commission of the City of Roseville Adopting a Final Redistricting Report and Final Map” and approved Draft Map B-1 as the Final Map and this report as the Final Redistricting Report. The Final Map and Resolution are attached to this Final Redistricting Report. All other maps considered by the Commission at public hearings are also attached to this Final Redistricting Report for future reference and use with subsequent redistricting efforts.

Effect of Redistricting on Incumbents

In accordance with Section 11.11 of Article XI of the Roseville City Charter, the term of office of any councilmember who has been elected and whose term of office has not expired shall not be affected by any change in the boundaries of the district from which the councilmember was elected. Accordingly, upon any redistricting pursuant to the provisions of this Resolution, each incumbent councilmember will continue, during the remainder of the councilmember’s term, to represent the electoral district to which the councilmember was elected prior to such redistricting.

Dissolution of Commission

Section 11.14 of Article XI of the Roseville City Charter states that the Independent Redistricting Commission shall cease operations and dissolve on the ninety-first (91st) day following approval of the Final Redistricting Report and Final Map (91 days after February 28, 2022 is May 30, 2022), unless a referendum against the Final Redistricting Report and Final Map has qualified or a lawsuit has been filed to enjoin or invalidate the Final Redistricting Report and Final Map, in which case the Commission shall continue operations until a Final Redistricting Report and Final Map is implemented by the City. Notwithstanding the foregoing, if a lawsuit to enjoin or invalidate a Final Redistricting Report and Final Map is filed later than the ninety-first (91st) day following approval of a Final Redistricting Report and Final Map, the Commission shall automatically revive and continue operations during the pendency of such lawsuit and until a Final Redistricting Report and Final Map is implemented by the City.

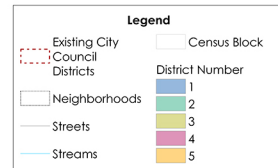
Please visit www.roseville.ca.us/redistricting for further details on the 2021-22 redistricting process in the City of Roseville.

FINAL MAP

Total Population Deviation

Ideal Population = 29,594

Overall Range = 9.4%



0 0.25 0.5 1 Miles

Total Population & Deviation Per District

District	Total Population	Over / Under Ideal	Deviation From Ideal
1	29,453	-141	-0.5%
2	31,058	1,464	4.9%
3	28,274	-1,320	-4.5%
4	28,854	-740	-2.5%
5	30,330	736	2.5%

California Database Adjusted (incarcerated persons reallocation) 2020 Census P.L. 94-171 Redistricting Data Summary Files - Total Population

Total Population by Race/Ethnicity Per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Some Other Race	Two or More Races	Hispanic/Latino
1	66.7%	1.9%	0.4%	8.7%	0.2%	0.6%	4.2%	15.3%
2	59.9%	2.0%	0.6%	5.5%	0.3%	0.6%	6.7%	24.5%
3	60.2%	2.8%	0.3%	14.0%	0.6%	0.5%	6.8%	14.9%
4	66.3%	2.4%	0.2%	12.3%	0.2%	0.5%	6.1%	12.0%
5	53.0%	2.9%	0.3%	21.4%	0.3%	0.4%	7.3%	14.1%

California Database Adjusted 2020 Census P.L. 94-171 Redistricting Data Summary Files - Total Population by Race and Hispanic/Latino Origin

Citizens of Voting Age Population (CVAP) by Race/Ethnicity Per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Two or More Races	Hispanic/Latino
1	80.8%	2.0%	0.1%	5.2%	0.2%	1.7%	10.3%
2	70.2%	1.9%	0.2%	3.6%	0.1%	3.0%	20.8%
3	70.3%	2.9%	0.1%	9.8%	0.3%	4.3%	11.9%
4	76.5%	1.3%	0.2%	10.8%	0.1%	2.3%	8.4%
5	62.4%	2.9%	0.1%	18.3%	0.4%	2.8%	12.6%

California Database Adjusted 2010-2019 American Community Survey Citizen Voting Age Population (CVAP) by Race and Ethnicity Special Tabulation. Rounding of estimates may lead to summation of percentages not equal to 100% (+/- 0.1%).

**Resolution of the Independent Redistricting Commission of the City
of Roseville Adopting a Final Redistricting Report and Final Map**

Passed on February 28, 2022

A RESOLUTION OF THE INDEPENDENT REDISTRICTING COMMISSION OF THE CITY
OF ROSEVILLE ADOPTING A FINAL REDISTRICTING REPORT AND FINAL MAP

WHEREAS, the Independent Redistricting Commission (“Commission”) was created pursuant to Article XI of the Roseville City Charter to establish a redistricting process in the City of Roseville that is open and transparent and allows public comment on the drawing of City council district boundaries, ensure that the district boundaries are drawn according to the redistricting criteria set forth in Section 11.09 of the City Charter and applicable state and federal laws, and ensure that the redistricting process is conducted with integrity, fairness, and without personal or political considerations; and

WHEREAS, Section 11.10 of Article XI of the Roseville City Charter sets forth the procedure for the Independent Redistricting Commission to follow when approving a final map; and

WHEREAS, at its January 24, 2022 meeting, the Independent Redistricting Commission selected Draft Map B-1 as the final draft map; and

WHEREAS, on January 27, 2022 the Commission filed a preliminary redistricting plan and draft map with the City Clerk based on Draft Map B-1, along with a written statement of findings and reasons for adoption, which includes the criteria employed in the process and a full analysis and explanation of decisions made by the Commission pursuant to Subsection A of Article XI, Section 11.10 of the Roseville City Charter; and

WHEREAS, the City Clerk has published the preliminary redistricting plan and draft map based on Draft Map B-1 for at least thirty (30) calendar days prior to consideration of the adoption of a final redistricting report and final map by the Commission pursuant to Subsection A of Article XI, Section 11.10 of the Roseville City Charter; and

WHEREAS, in February 2022, the Commission held five (5) public hearings, including one (1) public hearing in each existing council district, to receive public comments on Draft Map B-1 in accordance with subsection B of Section 11.10, Article XI of the Roseville City Charter; and

WHEREAS, after having heard comments from the public on the preliminary redistricting plan and Draft Map B-1, the Commission desires to adopt a final redistricting report and final map pursuant to Subsection C of Article XI, Section 11.10 of the Roseville City Charter.

NOW, THEREFORE, BE IT RESOLVED by the Independent Redistricting Commission of the City of Roseville that:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated herein by reference.

Section 2. Compliance with Applicable Law. The Commission has given consideration to the provisions and applicable decisions of the courts related to the Fair Maps Act of 2019 as amended in 2020, codified at California Elections Code sections 21500 to 21509, the provisions of Article XI of the Roseville City Charter, and any other applicable state and federal law, and after giving consideration to those provisions and applicable decisions of the courts, the Independent Redistricting Commission hereby adjusts, changes, and establishes the district boundaries for the Roseville City Council as set forth in Draft Map B-1 and reflected in Exhibit A hereto, and they shall constitute and are hereby established as the boundaries of the City Council districts of the City of Roseville for subsequent elections until readjustment is required by law.

Section 3. Adoption of Final Redistricting Report and Final Map. The Commission hereby adopts Draft Map B-1, attached as Exhibit A hereto, as the Final Map pursuant to Subsection C of Article XI, Section 11.10 of the Roseville City Charter and directs staff to file the Final Redistricting Report and Final Map with the City Clerk. The Commission-adopted Final Redistricting Report and Final Map have the force and effect of law and are effective thirty (30) calendar days after they are filed with the City Clerk and shall remain effective until the adoption of new district boundaries following the next federal decennial census. The City Council may not rescind, supersede, or revise the district boundaries adopted by the Commission.

Section 4. Effect on Incumbents. Notwithstanding any other provision of this Resolution, and in accordance with Section 11.11 of Article XI of the Roseville City Charter, the term of office of any councilmember who has been elected and whose term of office has not expired shall not be affected by any change in the boundaries of the district from which the councilmember was elected. Accordingly, upon any redistricting pursuant to the provisions of this Resolution, each incumbent councilmember will continue, during the remainder of the councilmember's term, to represent the electoral district to which the councilmember was elected prior to such redistricting.

Section 5. Dissolution of Commission. In accordance with Section 11.14 of Article XI of the Roseville City Charter, the Commission shall cease operations and dissolve on the ninety-first (91st) day following approval of the Final Redistricting Report and Final Map, unless a referendum against the Final Redistricting Report and Final Map has qualified or a lawsuit has been filed to enjoin or invalidate the Final Redistricting Report and Final Map, in which case the Commission shall continue operations until a Final Redistricting Report and Final Map is implemented by the City. Notwithstanding the foregoing, if a lawsuit to enjoin or invalidate a Final Redistricting Report and Final Map is filed later than the ninety-first (91st) day following approval of a Final Redistricting Report and Final Map, the Commission shall automatically revive and continue operations during the pendency of such lawsuit and until a Final Redistricting Report and Final Map is implemented by the City.

PASSED AND ADOPTED by the Independent Redistricting Commission of the City of Roseville this 28th day of February, 2022, by the following vote on roll call:

AYES: Borowiak, Cuthbertson, Frank, Griffith, Ludwig, McPhail, O'Keefe, Waggoner, Waldrop, Willoughby

NOES: None

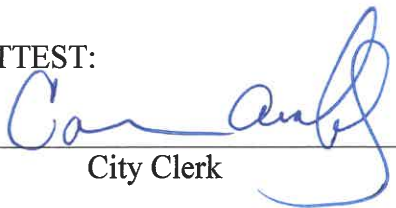
ABSENT: Sweeney

ABSTAIN: None



CHAIR
Independent Redistricting Commission

ATTEST:



City Clerk

EXHIBIT A

TO

RESOLUTION OF THE INDEPENDENT REDISTRICTING COMMISSION OF THE CITY
OF ROSEVILLE ADOPTING A FINAL REDISTRICTING REPORT AND FINAL MAP

(Draft Map B-1 adopted as the Final Map on February 28, 2022)

City Council Districts - Draft Map B-1

City of Roseville | Independent Redistricting Commission

January 25, 2022

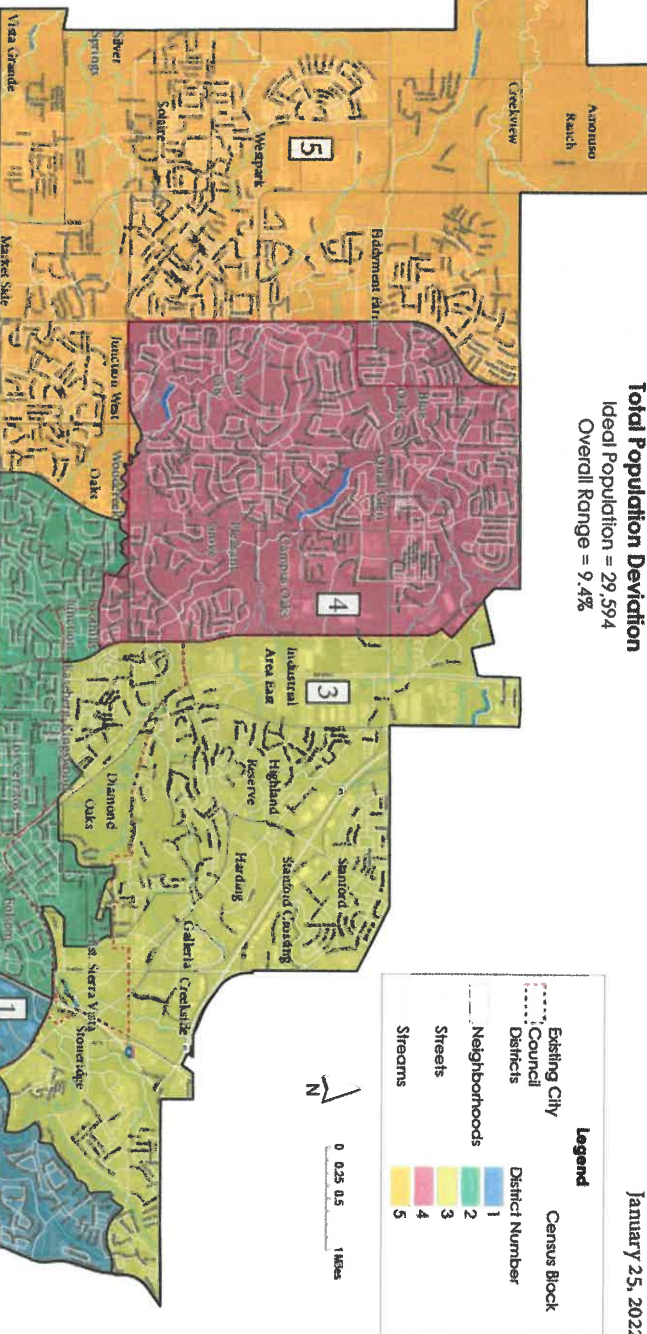
Total Population Deviation
Ideal Population = 29,594
Overall Range = 9.4%

Draft Map B-1 is an adjusted version of Draft Map B. The adjustments were made by the Independent Redistricting Committee on January 25, 2022 following a series of public hearings in January 2022. Draft Map B was originally published for public consideration on December 20, 2021.

Total Population & Deviation Per District

District	Total Population	Over / Under Ideal	Deviation from Ideal
1	29,453	-141	-0.5%
2	31,058	1,464	4.9%
3	28,774	-1,320	-4.5%
4	28,654	-740	-2.5%
5	30,330	736	2.5%

Source: California Statewide Integrated Population and Housing Data, 2010 Census
U.S. Census Bureau, 2010 Census



Total Population by Race/Ethnicity Per District

District	White	Black	Hispanic	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races
1	64.7%	1.9%	0.4%	0.7%	0.1%	0.1%
2	59.9%	2.0%	0.8%	5.5%	0.1%	0.1%
3	60.0%	2.8%	0.3%	14.0%	0.1%	0.1%
4	64.1%	2.9%	0.2%	12.3%	0.1%	0.1%
5	53.0%	2.7%	0.2%	19.4%	0.1%	0.1%

Citizens of Voting Age Population (CVAP) by Race/Ethnicity Per District

District	White	Black	Hispanic	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races
1	60.1%	2.0%	0.1%	3.1%	0.1%	0.1%
2	70.2%	1.9%	0.2%	3.4%	0.1%	0.1%
3	70.1%	2.7%	0.1%	9.8%	0.1%	0.1%
4	74.0%	1.3%	0.2%	6.1%	0.1%	0.1%
5	62.0%	2.9%	0.1%	16.3%	0.1%	0.1%

Source: California Statewide Integrated Population and Housing Data, 2010 Census
U.S. Census Bureau, 2010 Census

DRAFT MAP B-1

Adopted by the Commission as the Final Map on February 28, 2022

City of Roseville Redistricting Summary Statistics

Draft Map B-1 – Districts Summary Statistics

01/25/2022



Ideal Population Criterion

Ideal Population	29,594	
Overall Range	9.4%	
< 5.0%	5.0 - 10.0%	> 10.0%

California Statewide Database Adjusted
(incarcerated persons reallocation) 2020
Census P.L. 94-171 Redistricting Data
Summary Files - Total Population.

Total Population & Deviation per District

District	Total Population	Over / Under Ideal	Deviation From Ideal
1	29,453	-141	-0.5%
2	31,058	1,464	4.9%
3	28,274	-1,320	-4.5%
4	28,854	-740	-2.5%
5	30,330	736	2.5%

Total Population by Race/Ethnicity per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Some Other Race	Two or More Races	Hispanic/Latino
1	66.7%	1.9%	0.4%	8.7%	0.2%	0.6%	6.2%	15.3%
2	59.9%	2.0%	0.6%	5.5%	0.3%	0.6%	6.7%	24.5%
3	60.2%	2.8%	0.3%	14.0%	0.6%	0.5%	6.8%	14.9%
4	66.3%	2.4%	0.2%	12.3%	0.2%	0.5%	6.1%	12.0%
5	53.0%	2.9%	0.3%	21.6%	0.3%	0.4%	7.3%	14.1%

California Statewide Database Adjusted 2020 Census P.L. 94-171 Redistricting Data Summary Files - Total Population by Race and Hispanic/Latino Origin.

CVAP by Race/Ethnicity per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Two or More Races	Hispanic/Latino
1	80.8%	2.0%	0.1%	5.2%	0.2%	1.7%	10.3%
2	70.2%	1.9%	0.2%	3.6%	0.1%	3.0%	20.8%
3	70.3%	2.9%	0.1%	9.8%	0.3%	4.3%	11.9%
4	76.5%	1.3%	0.2%	10.8%	0.1%	2.3%	8.6%
5	62.6%	2.9%	0.1%	18.3%	0.4%	2.8%	12.6%

California Statewide Database Adjusted 2015-2019 American Community Survey Citizen Voting-age Population (CVAP) by Race and Ethnicity Special Tabulation. Rounding of estimates may lead to summation of percentages not equal to 100% (+/- 1%).

City of Roseville Redistricting Summary Statistics

Draft Map B-1 – Districts Summary Statistics

01/25/2022



Contiguity Criterion

Are all the districts contiguous? **Yes**

Preservation of Geographic Integrity Criteria (i.e., minimize division of cities, communities of interest, etc.)

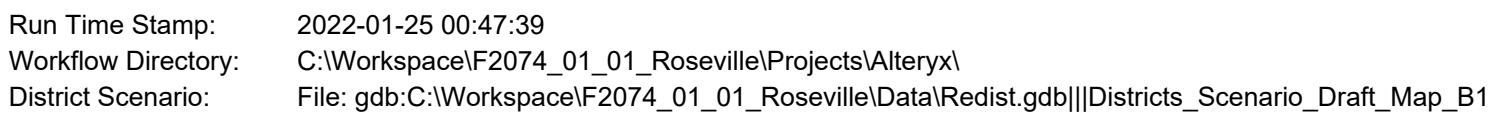
COI Category	Total # of COIs	# of COIs Preserved in Minimum Districts	% of COIs Preserved in Minimum Districts	COIs Not Preserved in Minimum # of Districts
Elementary School Districts	5	3	60%	Dry Creek Joint Elementary School District, Roseville Elementary School District
Neighborhood Associations	45	39	87%	Diamond Oaks, Fiddymont Farm, Foothills Junction, Kaseberg-kingswood, Stoneridge, Woodcreek Oaks

Compactness Measures per District

District	Polsby-Popper	Schwartzberg	Reock	Convex Hull	Length-Width
1	0.31	1.81	0.38	0.76	0.83
2	0.26	1.95	0.49	0.74	0.76
3	0.28	1.89	0.32	0.68	0.74
4	0.68	1.22	0.62	0.94	0.78
5	0.27	1.93	0.35	0.60	0.80

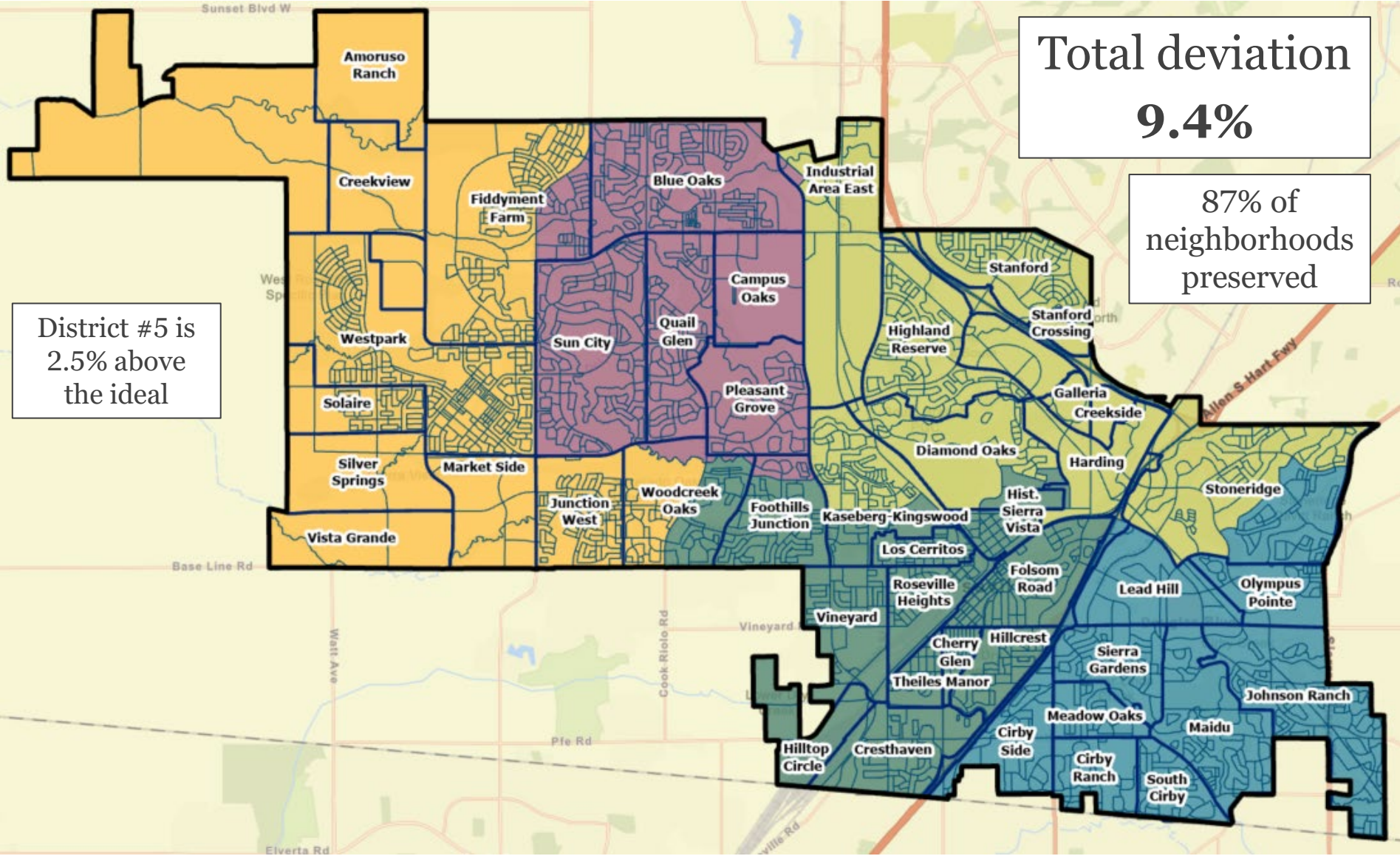
A single definitive measure of compactness does not exist, and no specific scores for any measures indicate satisfactory or unsatisfactory compactness. Measures are typically based on comparing geometric features of the district (e.g. perimeters, areas) to the features of a related base geometric object (e.g. minimum bounding circle, convex hull). In practice, compactness tends to be assessed by a visual test—a district in which people generally live near each other is usually more compact than one in which they do not. In California, districts are compact when they do not bypass nearby population for people farther away. Note that Polsby-Popper, Reock, Convex Hull, and Length-Width scores fall within the range of 0-1, with 0 being the least compact and 1 being the most compact. In comparison, a Schwartzberg score of 1 is the most compact and higher scores are increasingly less compact.

CITY OF
ROSEVILLE
CALIFORNIA



Draft Map B-1

- District #1
- District #2
- District #3
- District #4
- District #5



DRAFT MAP C-1

Removed from further consideration on January 24, 2022

City of Roseville Redistricting Summary Statistics

Draft Map C - 1 1/20/2022 – Districts Summary Statistics

01/21/2022



Ideal Population Criterion

Ideal Population	29,594	
Overall Range	9.4%	
< 5.0%	5.0 - 10.0%	> 10.0%

California Statewide Database Adjusted
(incarcerated persons reallocation) 2020
Census P.L. 94-171 Redistricting Data
Summary Files - Total Population.

Total Population & Deviation per District

District	Total Population	Over / Under Ideal	Deviation From Ideal
1	29,564	-30	-0.1%
2	28,209	-1,385	-4.7%
3	29,277	-317	-1.1%
4	31,003	1,409	4.8%
5	29,916	322	1.1%

Total Population by Race/Ethnicity per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Some Other Race	Two or More Races	Hispanic/Latino
1	67.4%	1.8%	0.4%	6.2%	0.2%	0.6%	6.3%	17.0%
2	59.4%	2.0%	0.6%	6.3%	0.3%	0.5%	6.6%	24.3%
3	60.8%	2.7%	0.3%	15.0%	0.5%	0.5%	6.7%	13.7%
4	63.7%	2.4%	0.2%	14.3%	0.2%	0.4%	6.5%	12.3%
5	54.3%	3.1%	0.3%	19.7%	0.4%	0.5%	7.0%	14.7%

California Statewide Database Adjusted 2020 Census P.L. 94-171 Redistricting Data Summary Files - Total Population by Race and Hispanic/Latino Origin.

CVAP by Race/Ethnicity per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Two or More Races	Hispanic/Latino
1	78.7%	2.3%	0.1%	3.9%	0.2%	1.9%	12.9%
2	71.8%	1.6%	0.0%	4.0%	0.1%	2.8%	19.7%
3	71.2%	2.7%	0.1%	10.7%	0.4%	4.3%	10.7%
4	74.1%	1.6%	0.2%	12.3%	0.1%	2.5%	9.0%
5	65.1%	2.8%	0.3%	16.0%	0.4%	2.6%	12.4%

California Statewide Database Adjusted 2015-2019 American Community Survey Citizen Voting-age Population (CVAP) by Race and Ethnicity Special Tabulation. Rounding of estimates may lead to summation of percentages not equal to 100% (+/- 1%).

City of Roseville Redistricting Summary Statistics

Draft Map C - 1 1/20/2022 – Districts Summary Statistics

01/21/2022



Contiguity Criterion

Are all the districts contiguous? **Yes**

Preservation of Geographic Integrity Criteria (i.e., minimize division of cities, communities of interest, etc.)

COI Category	Total # of COIs	# of COIs Preserved in Minimum Districts	% of COIs Preserved in Minimum Districts	COIs Not Preserved in Minimum # of Districts
Elementary School Districts	5	2	40%	Dry Creek Joint Elementary School District, Eureka Union School District, Roseville Elementary School District
Neighborhood Associations	45	40	89%	Diamond Oaks, Fiddymont Farm, Harding, Hist. Sierra Vista, Pleasant Grove

Compactness Measures per District

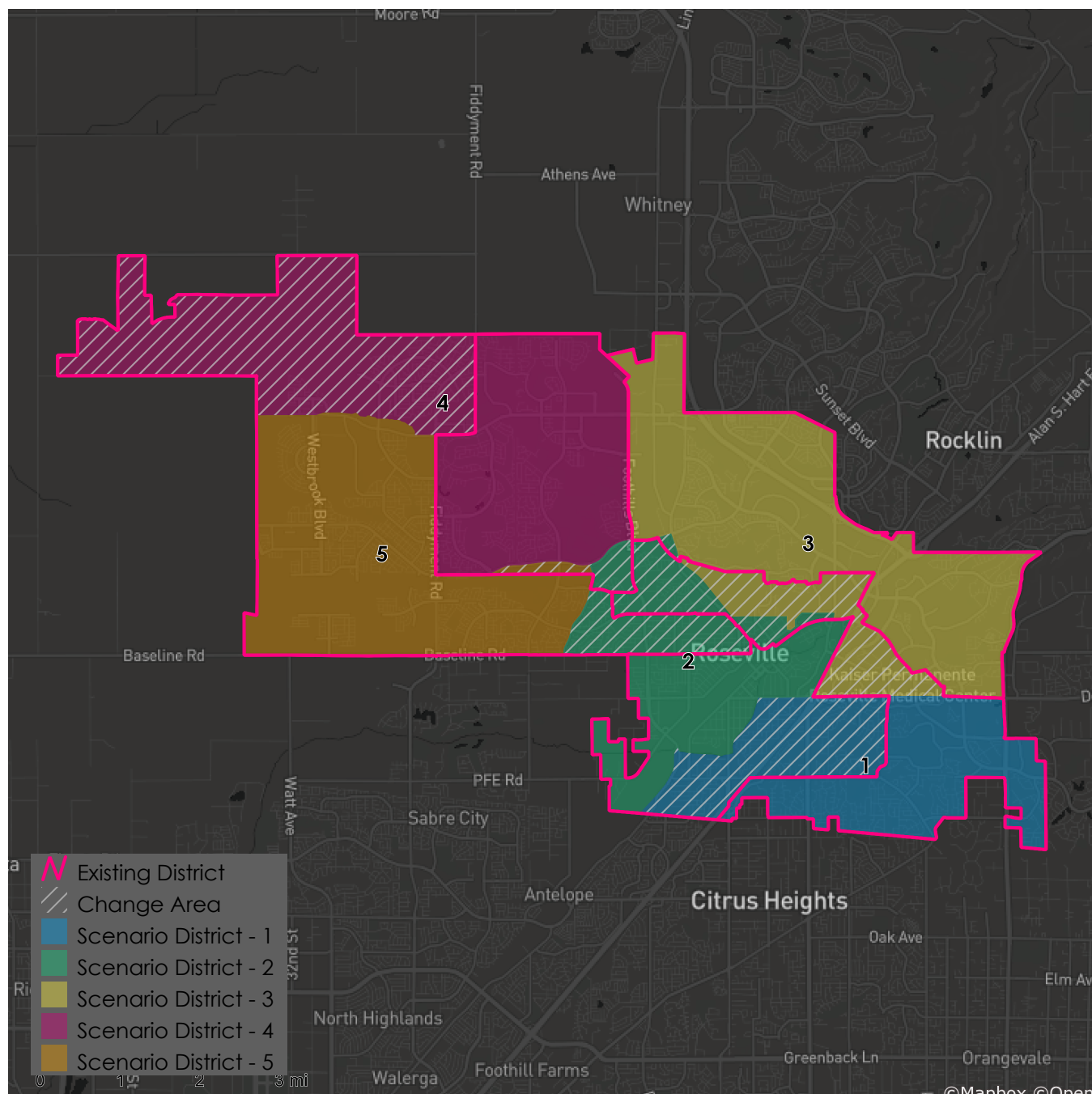
District	Polsby-Popper	Schwartzberg	Reock	Convex Hull	Length-Width
1	0.30	1.81	0.30	0.83	0.38
2	0.28	1.89	0.45	0.72	0.97
3	0.33	1.75	0.31	0.71	0.85
4	0.28	1.89	0.28	0.62	0.56
5	0.52	1.39	0.46	0.82	0.69

A single definitive measure of compactness does not exist, and no specific scores for any measures indicate satisfactory or unsatisfactory compactness. Measures are typically based on comparing geometric features of the district (e.g. perimeters, areas) to the features of a related base geometric object (e.g. minimum bounding circle, convex hull). In practice, compactness tends to be assessed by a visual test—a district in which people generally live near each other is usually more compact than one in which they do not. In California, districts are compact when they do not bypass nearby population for people farther away. Note that Polsby-Popper, Reock, Convex Hull, and Length-Width scores fall within the range of 0-1, with 0 being the least compact and 1 being the most compact. In comparison, a Schwartzberg score of 1 is the most compact and higher scores are increasingly less compact.

City of Roseville Redistricting Summary Statistics

Draft Map C - 1 1/20/2022 – Districts Summary Statistics

01/21/2022

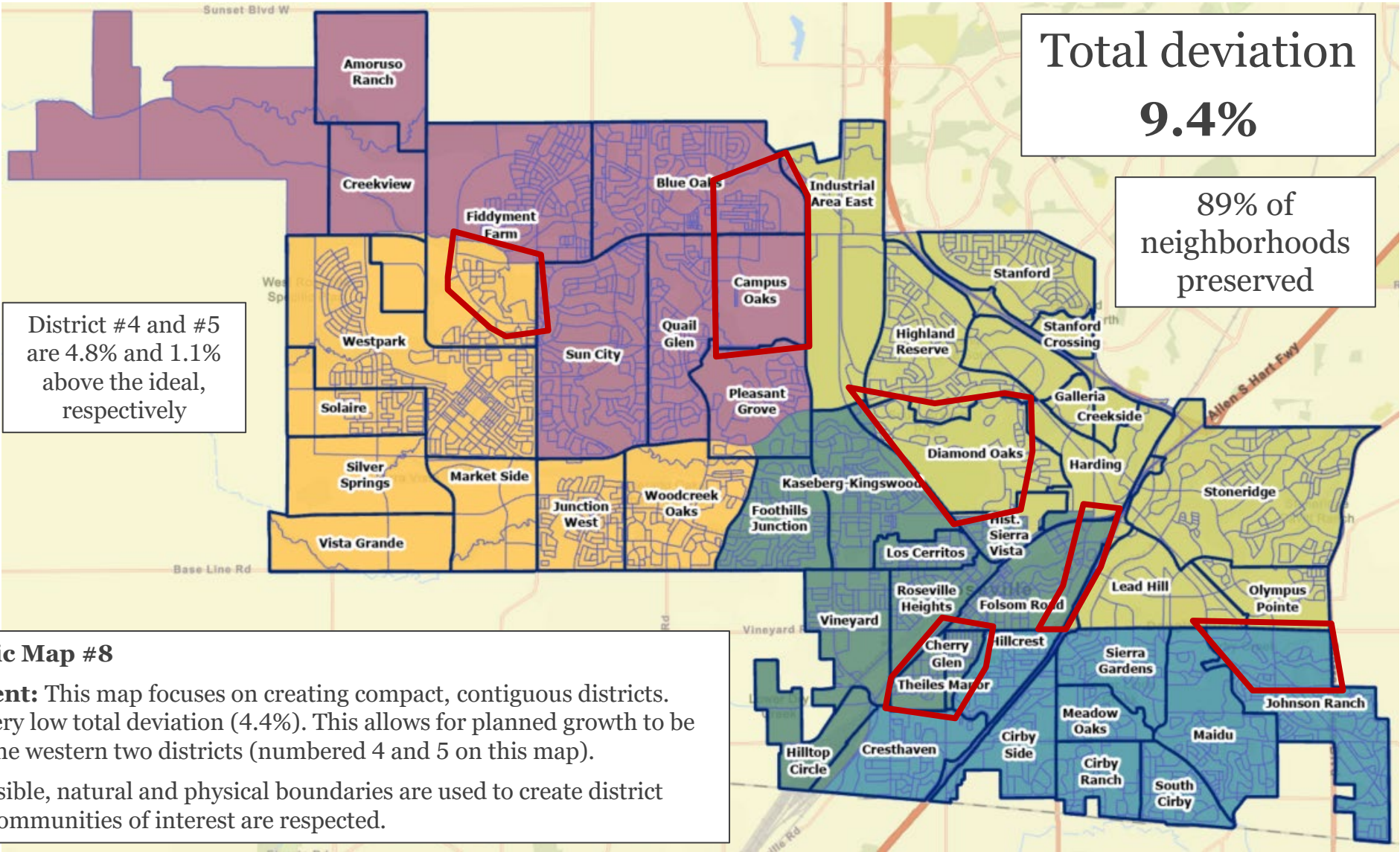


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Draft Map C – 1

- District #1
- District #2
- District #3
- District #4
- District #5



DRAFT MAP E-1

Removed from further consideration on January 24, 2022

City of Roseville Redistricting Summary Statistics

Draft Map E - 1 1/21/2022 – Districts Summary Statistics

01/21/2022



Ideal Population Criterion

Ideal Population	29,594	
Overall Range	7.1%	
< 5.0%	5.0 - 10.0%	> 10.0%

California Statewide Database Adjusted
(incarcerated persons reallocation) 2020
Census P.L. 94-171 Redistricting Data
Summary Files - Total Population.

Total Population & Deviation per District

District	Total Population	Over / Under Ideal	Deviation From Ideal
1	30,505	911	3.1%
2	30,048	454	1.5%
3	30,067	473	1.6%
4	28,399	-1,195	-4.0%
5	28,950	-644	-2.2%

Total Population by Race/Ethnicity per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Some Other Race	Two or More Races	Hispanic/Latino
1	66.3%	1.8%	0.4%	10.0%	0.2%	0.6%	6.1%	14.6%
2	60.3%	2.3%	0.5%	6.6%	0.4%	0.6%	6.7%	22.6%
3	61.2%	2.6%	0.2%	14.6%	0.4%	0.5%	7.1%	13.3%
4	61.1%	2.5%	0.4%	9.9%	0.4%	0.5%	6.6%	18.7%
5	56.5%	2.8%	0.2%	21.1%	0.3%	0.3%	6.5%	12.2%

California Statewide Database Adjusted 2020 Census P.L. 94-171 Redistricting Data Summary Files - Total Population by Race and Hispanic/Latino Origin.

CVAP by Race/Ethnicity per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Two or More Races	Hispanic/Latino
1	80.0%	1.8%	0.1%	6.2%	0.3%	1.6%	10.0%
2	69.8%	3.0%	0.1%	4.7%	0.1%	4.1%	17.8%
3	72.4%	1.7%	0.2%	12.7%	0.2%	2.9%	10.0%
4	71.9%	1.7%	0.2%	6.9%	0.1%	2.8%	16.3%
5	67.3%	2.7%	0.1%	17.0%	0.4%	2.3%	9.7%

California Statewide Database Adjusted 2015-2019 American Community Survey Citizen Voting-age Population (CVAP) by Race and Ethnicity Special Tabulation. Rounding of estimates may lead to summation of percentages not equal to 100% (+/- 1%).

City of Roseville Redistricting Summary Statistics

Draft Map E -1 1/21/2022 – Districts Summary Statistics

01/21/2022



Contiguity Criterion

Are all the districts contiguous? **Yes**

Preservation of Geographic Integrity Criteria (i.e., minimize division of cities, communities of interest, etc.)

COI Category	Total # of COIs	# of COIs Preserved in Minimum Districts	% of COIs Preserved in Minimum Districts	COIs Not Preserved in Minimum # of Districts
Elementary School Districts	5	3	60%	Dry Creek Joint Elementary School District, Roseville Elementary School District
Neighborhood Associations	45	42	93%	Highland Reserve, Pleasant Grove, Sun City

Compactness Measures per District

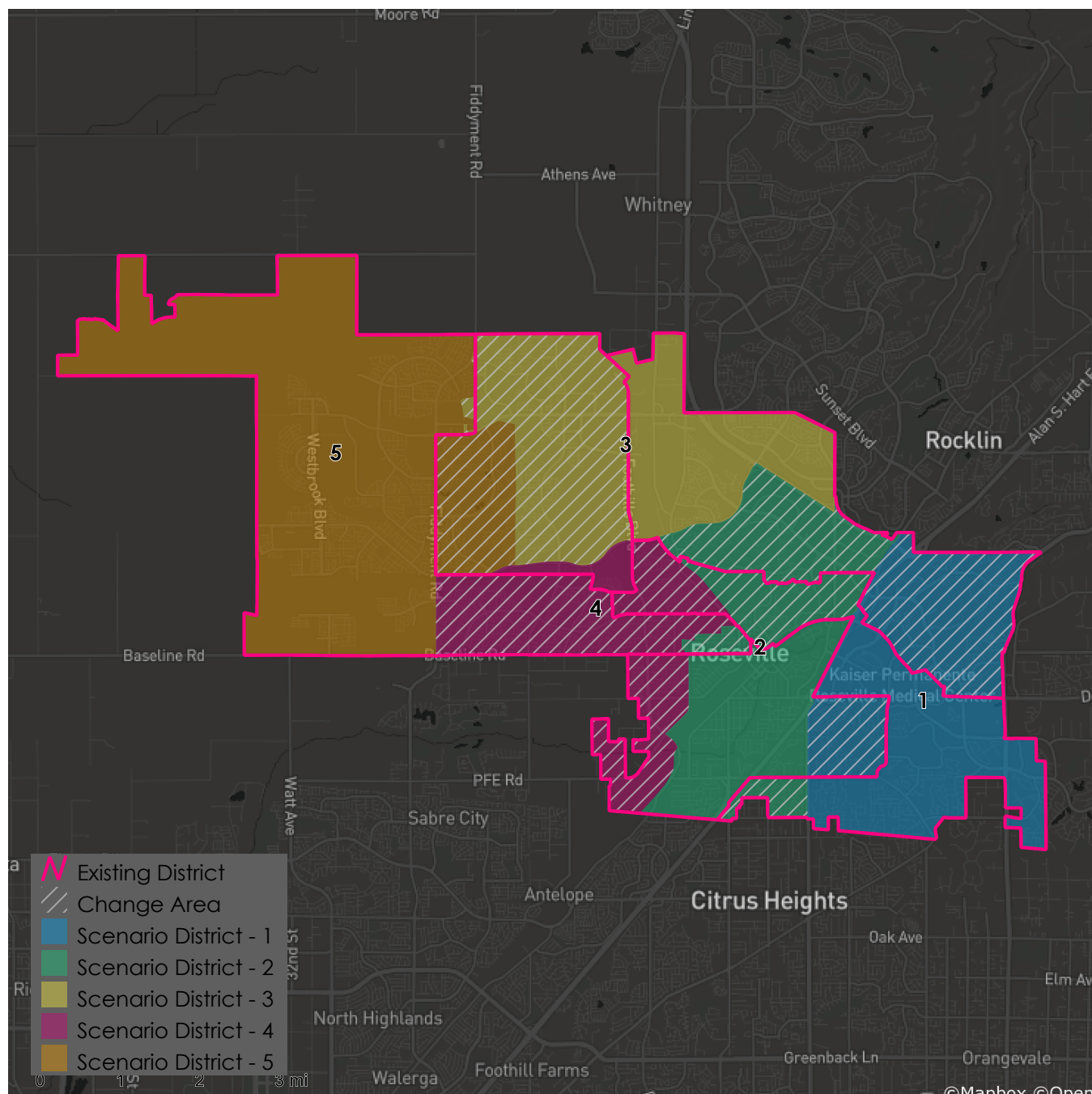
District	Polsby-Popper	Schwartzberg	Reock	Convex Hull	Length-Width
1	0.40	1.58	0.51	0.81	0.75
2	0.35	1.69	0.40	0.71	0.74
3	0.39	1.61	0.41	0.77	0.62
4	0.24	2.05	0.40	0.63	0.91
5	0.31	1.80	0.46	0.67	0.88

A single definitive measure of compactness does not exist, and no specific scores for any measures indicate satisfactory or unsatisfactory compactness. Measures are typically based on comparing geometric features of the district (e.g. perimeters, areas) to the features of a related base geometric object (e.g. minimum bounding circle, convex hull). In practice, compactness tends to be assessed by a visual test—a district in which people generally live near each other is usually more compact than one in which they do not. In California, districts are compact when they do not bypass nearby population for people farther away. Note that Polsby-Popper, Reock, Convex Hull, and Length-Width scores fall within the range of 0-1, with 0 being the least compact and 1 being the most compact. In comparison, a Schwartzberg score of 1 is the most compact and higher scores are increasingly less compact.

City of Roseville Redistricting Summary Statistics

Draft Map E - 1 1/21/2022 – Districts Summary Statistics

01/21/2022

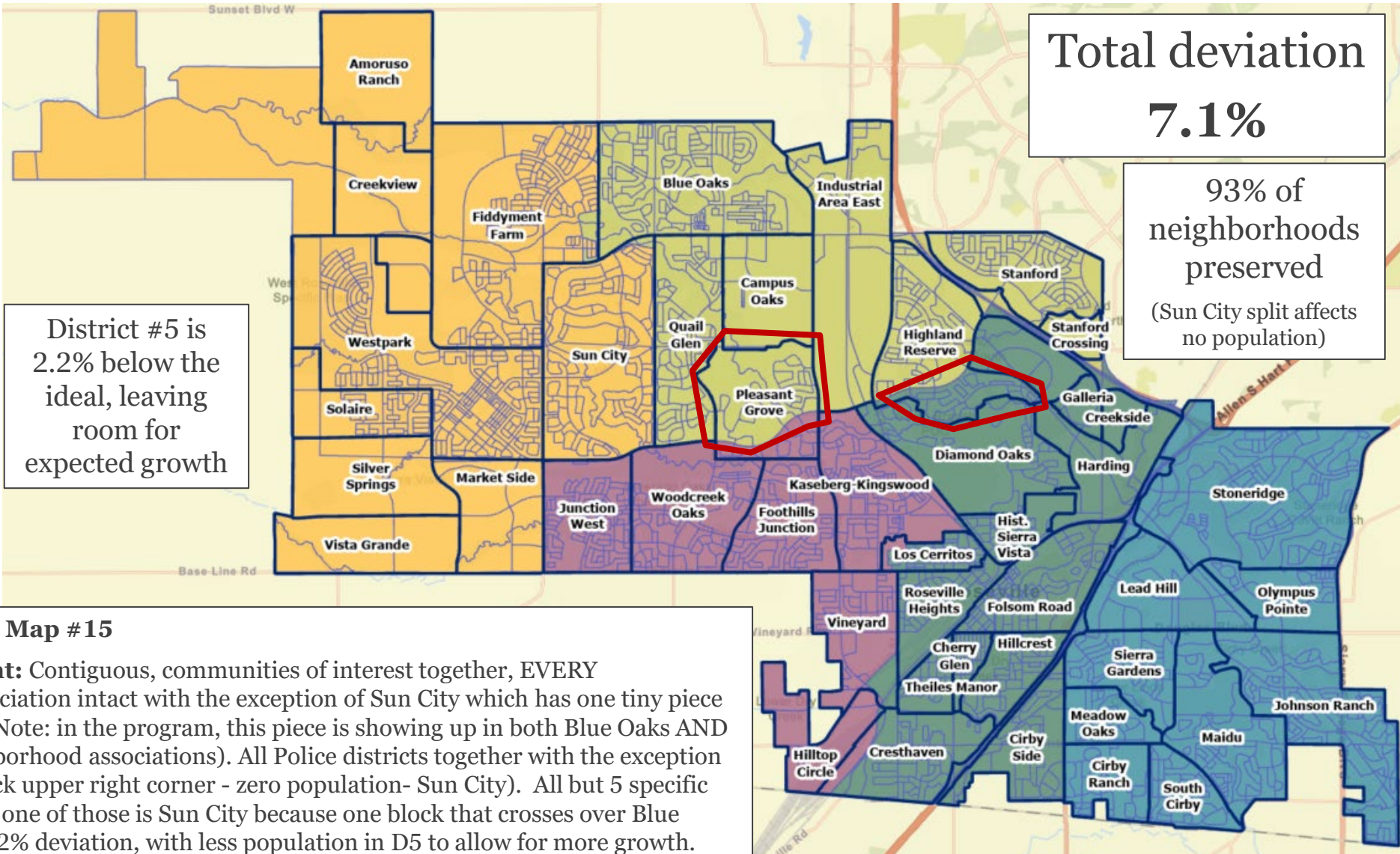


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Draft Map E – 1 1/21

- District #1
- District #2
- District #3
- District #4
- District #5



Formerly Public Map #15

Author Comment: Contiguous, communities of interest together, EVERY neighborhood association intact with the exception of Sun City which has one tiny piece across Blue Oaks (Note: in the program, this piece is showing up in both Blue Oaks AND the Sun City neighborhood associations). All Police districts together with the exception of 26 (one tiny block upper right corner - zero population- Sun City). All but 5 specific plans together and one of those is Sun City because one block that crosses over Blue Oaks. I believe a 8.2% deviation, with less population in D5 to allow for more growth. Compact, and natural lines were possible.



DRAFT MAP A

Removed from further consideration on January 24, 2022

City of Roseville Redistricting Summary Statistics

Draft Map A – Districts Summary Statistics

12/21/2021



Ideal Population Criterion

Ideal Population	29,594	
Overall Range	9.5%	
< 5.0%	5.0 - 10.0%	> 10.0%

California Statewide Database Adjusted
(incarcerated persons reallocation) 2020
Census P.L. 94-171 Redistricting Data
Summary Files - Total Population.

Total Population & Deviation per District

District	Total Population	Over / Under Ideal	Deviation From Ideal
1	30,505	911	3.1%
2	30,612	1,018	3.4%
3	30,666	1,072	3.6%
4	28,339	-1,255	-4.2%
5	27,847	-1,747	-5.9%

Total Population by Race/Ethnicity per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Some Other Race	Two or More Races	Hispanic/Latino
1	66.3%	1.8%	0.4%	10.0%	0.2%	0.6%	6.1%	14.6%
2	59.9%	2.1%	0.6%	5.6%	0.3%	0.6%	6.6%	24.4%
3	60.4%	2.9%	0.2%	14.1%	0.5%	0.5%	6.9%	14.4%
4	67.5%	2.1%	0.3%	8.7%	0.3%	0.5%	6.2%	14.3%
5	51.1%	3.2%	0.2%	24.3%	0.3%	0.4%	7.2%	13.3%

California Statewide Database Adjusted 2020 Census P.L. 94-171 Redistricting Data Summary Files - Total Population by Race and Hispanic/Latino Origin.

CVAP by Race/Ethnicity per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Two or More Races	Hispanic/Latino
1	80.0%	1.8%	0.1%	6.2%	0.3%	1.6%	10.0%
2	69.9%	2.7%	0.1%	3.6%	0.1%	2.6%	21.0%
3	70.3%	2.5%	0.0%	12.2%	0.2%	4.5%	10.1%
4	77.7%	0.9%	0.3%	6.7%	0.1%	2.4%	11.5%
5	60.0%	3.6%	0.1%	21.8%	0.5%	2.8%	11.0%

California Statewide Database Adjusted 2015-2019 American Community Survey Citizen Voting-age Population (CVAP) by Race and Ethnicity Special Tabulation. Rounding of estimates may lead to summation of percentages not equal to 100% (+/- 1%).

City of Roseville Redistricting Summary Statistics

Draft Map A – Districts Summary Statistics

12/21/2021



Contiguity Criterion

Are all the districts contiguous? **Yes**

Preservation of Geographic Integrity Criteria (i.e., minimize division of cities, communities of interest, etc.)

COI Category	Total # of COIs	# of COIs Preserved in Minimum Districts	% of COIs Preserved in Minimum Districts	COIs Not Preserved in Minimum # of Districts
Elementary School Districts	5	3	60%	Dry Creek Joint Elementary School District, Roseville Elementary School District
Neighborhood Associations	45	39	87%	Blue Oaks, Harding, Hist. Sierra Vista, Quail Glen, Stoneridge, Sun City

Compactness Measures per District

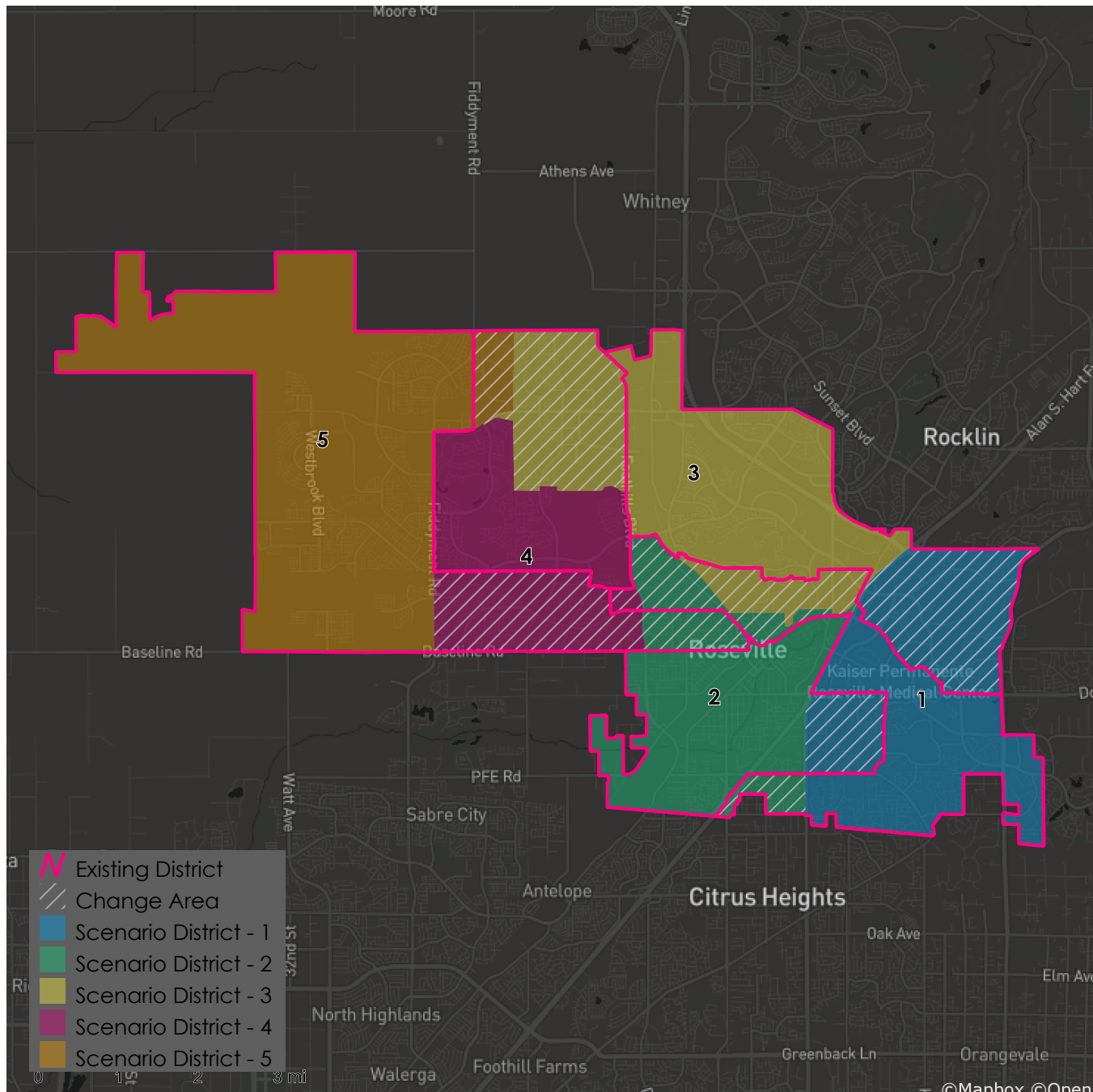
District	Polsby-Popper	Schwartzberg	Reock	Convex Hull	Length-Width
1	0.43	1.52	0.50	0.83	0.79
2	0.30	1.81	0.47	0.71	0.97
3	0.35	1.68	0.39	0.76	0.69
4	0.62	1.28	0.51	0.89	0.91
5	0.31	1.81	0.42	0.63	0.87

A single definitive measure of compactness does not exist, and no specific scores for any measures indicate satisfactory or unsatisfactory compactness. Measures are typically based on comparing geometric features of the district (e.g. perimeters, areas) to the features of a related base geometric object (e.g. minimum bounding circle, convex hull). In practice, compactness tends to be assessed by a visual test—a district in which people generally live near each other is usually more compact than one in which they do not. In California, districts are compact when they do not bypass nearby population for people farther away. Note that Polsby-Popper, Reock, Convex Hull, and Length-Width scores fall within the range of 0-1, with 0 being the least compact and 1 being the most compact. In comparison, a Schwartzberg score of 1 is the most compact and higher scores are increasingly less compact.

City of Roseville Redistricting Summary Statistics

Draft Map A – Districts Summary Statistics

12/21/2021

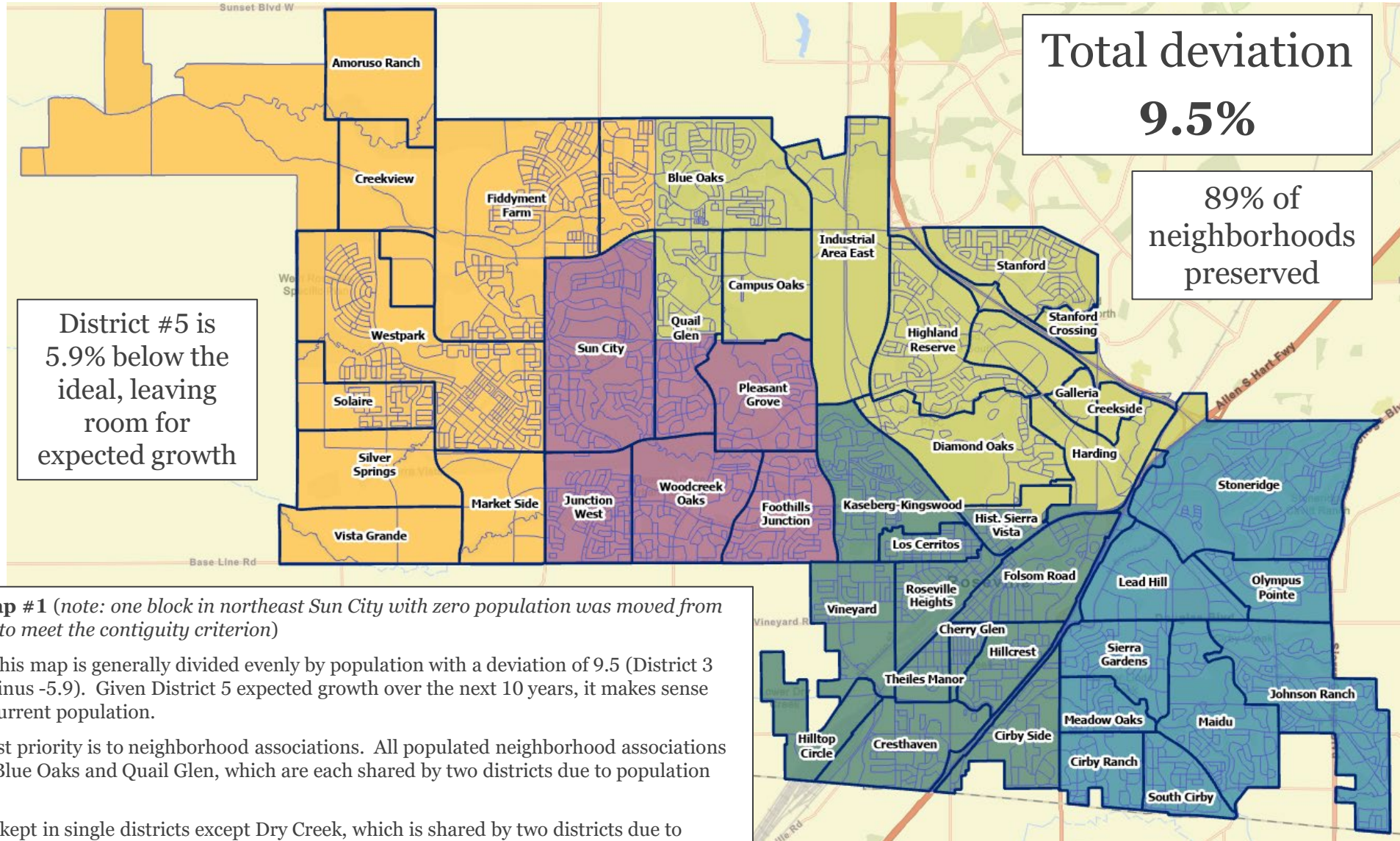


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Draft Map A

- District #1
- District #2
- District #3
- District #4
- District #5



DRAFT MAP B

Removed from further consideration on January 24, 2022

City of Roseville Redistricting Summary Statistics

Draft Map B – Districts Summary Statistics

12/21/2021



Ideal Population Criterion

Ideal Population	29,594	
Overall Range	6.3%	
< 5.0%	5.0 - 10.0%	> 10.0%

California Statewide Database Adjusted
(incarcerated persons reallocation) 2020
Census P.L. 94-171 Redistricting Data
Summary Files - Total Population.

Total Population & Deviation per District

District	Total Population	Over / Under Ideal	Deviation From Ideal
1	29,453	-141	-0.5%
2	29,752	158	0.5%
3	29,962	368	1.2%
4	28,472	-1,122	-3.8%
5	30,330	736	2.5%

Total Population by Race/Ethnicity per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Some Other Race	Two or More Races	Hispanic/Latino
1	66.7%	1.9%	0.4%	8.7%	0.2%	0.6%	6.2%	15.3%
2	59.3%	2.0%	0.6%	5.6%	0.3%	0.6%	6.8%	24.8%
3	60.6%	2.7%	0.3%	13.4%	0.6%	0.5%	6.8%	15.1%
4	66.4%	2.4%	0.2%	12.4%	0.2%	0.5%	6.0%	11.9%
5	53.0%	2.9%	0.3%	21.6%	0.3%	0.4%	7.3%	14.1%

California Statewide Database Adjusted 2020 Census P.L. 94-171 Redistricting Data Summary Files - Total Population by Race and Hispanic/Latino Origin.

CVAP by Race/Ethnicity per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Two or More Races	Hispanic/Latino
1	80.8%	2.0%	0.1%	5.2%	0.2%	1.7%	10.3%
2	68.9%	1.8%	0.2%	3.6%	0.2%	2.9%	21.7%
3	71.6%	2.9%	0.1%	9.3%	0.3%	4.3%	11.7%
4	76.7%	1.3%	0.2%	10.9%	0.1%	2.3%	8.5%
5	62.6%	2.9%	0.1%	18.3%	0.4%	2.8%	12.6%

California Statewide Database Adjusted 2015-2019 American Community Survey Citizen Voting-age Population (CVAP) by Race and Ethnicity Special Tabulation. Rounding of estimates may lead to summation of percentages not equal to 100% (+/- 1%).

City of Roseville Redistricting Summary Statistics

Draft Map B – Districts Summary Statistics

12/21/2021



Contiguity Criterion

Are all the districts contiguous? **Yes**

Preservation of Geographic Integrity Criteria (i.e., minimize division of cities, communities of interest, etc.)

COI Category	Total # of COIs	# of COIs Preserved in Minimum Districts	% of COIs Preserved in Minimum Districts	COIs Not Preserved in Minimum # of Districts
Elementary School Districts	5	3	60%	Dry Creek Joint Elementary School District, Roseville Elementary School District
Neighborhood Associations	45	41	91%	Fiddymment Farm, Kaseberg-kingswood, Stoneridge, Woodcreek Oaks

Compactness Measures per District

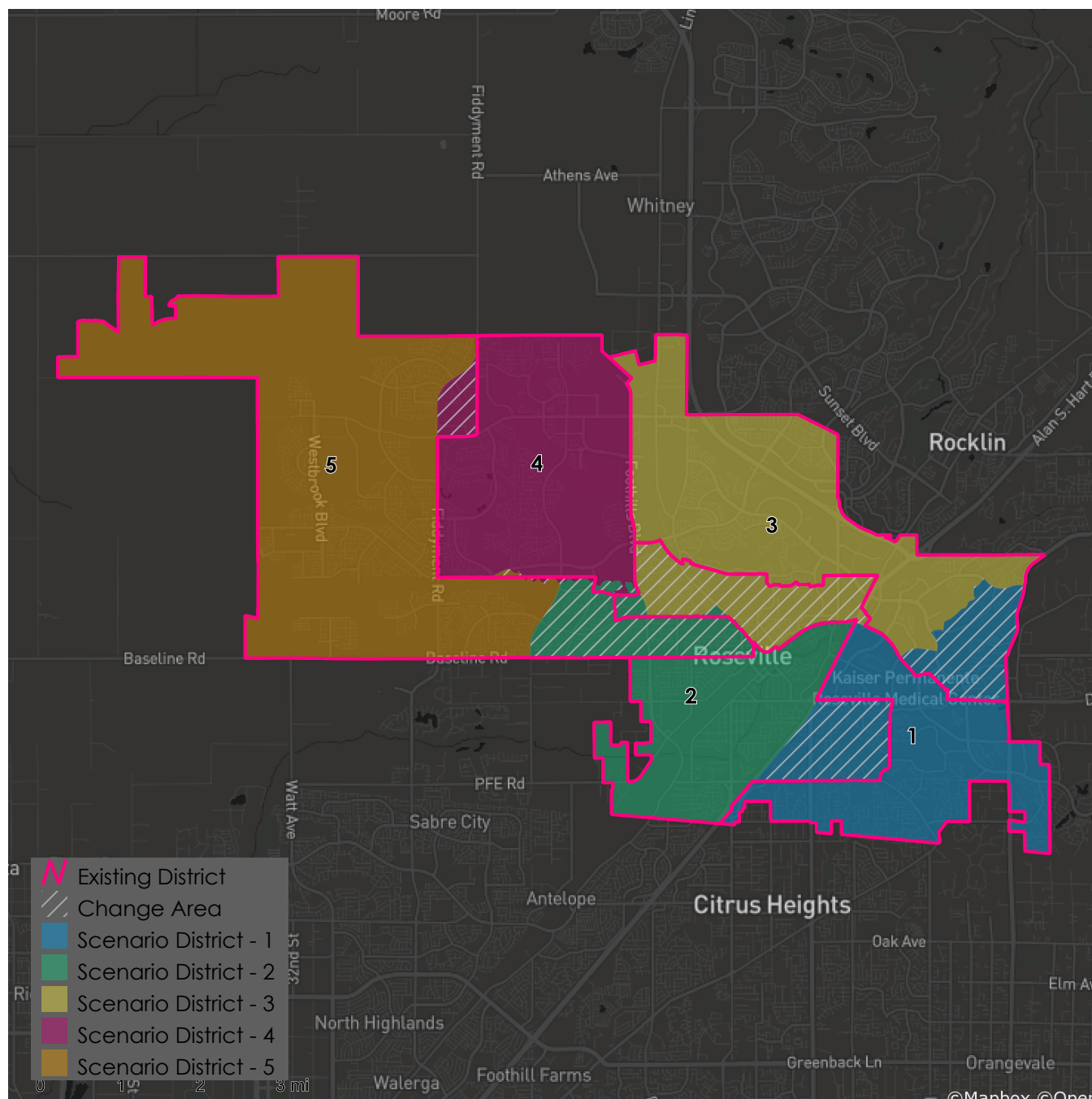
District	Polsby-Popper	Schwartzberg	Reock	Convex Hull	Length-Width
1	0.31	1.81	0.38	0.76	0.83
2	0.27	1.92	0.46	0.75	0.76
3	0.34	1.71	0.34	0.70	0.74
4	0.62	1.27	0.62	0.94	0.77
5	0.27	1.93	0.35	0.60	0.80

A single definitive measure of compactness does not exist, and no specific scores for any measures indicate satisfactory or unsatisfactory compactness. Measures are typically based on comparing geometric features of the district (e.g. perimeters, areas) to the features of a related base geometric object (e.g. minimum bounding circle, convex hull). In practice, compactness tends to be assessed by a visual test—a district in which people generally live near each other is usually more compact than one in which they do not. In California, districts are compact when they do not bypass nearby population for people farther away. Note that Polsby-Popper, Reock, Convex Hull, and Length-Width scores fall within the range of 0-1, with 0 being the least compact and 1 being the most compact. In comparison, a Schwartzberg score of 1 is the most compact and higher scores are increasingly less compact.

City of Roseville Redistricting Summary Statistics

Draft Map B – Districts Summary Statistics

12/21/2021



Metadata

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Draft Map B

- District #1
- District #2
- District #3
- District #4
- District #5

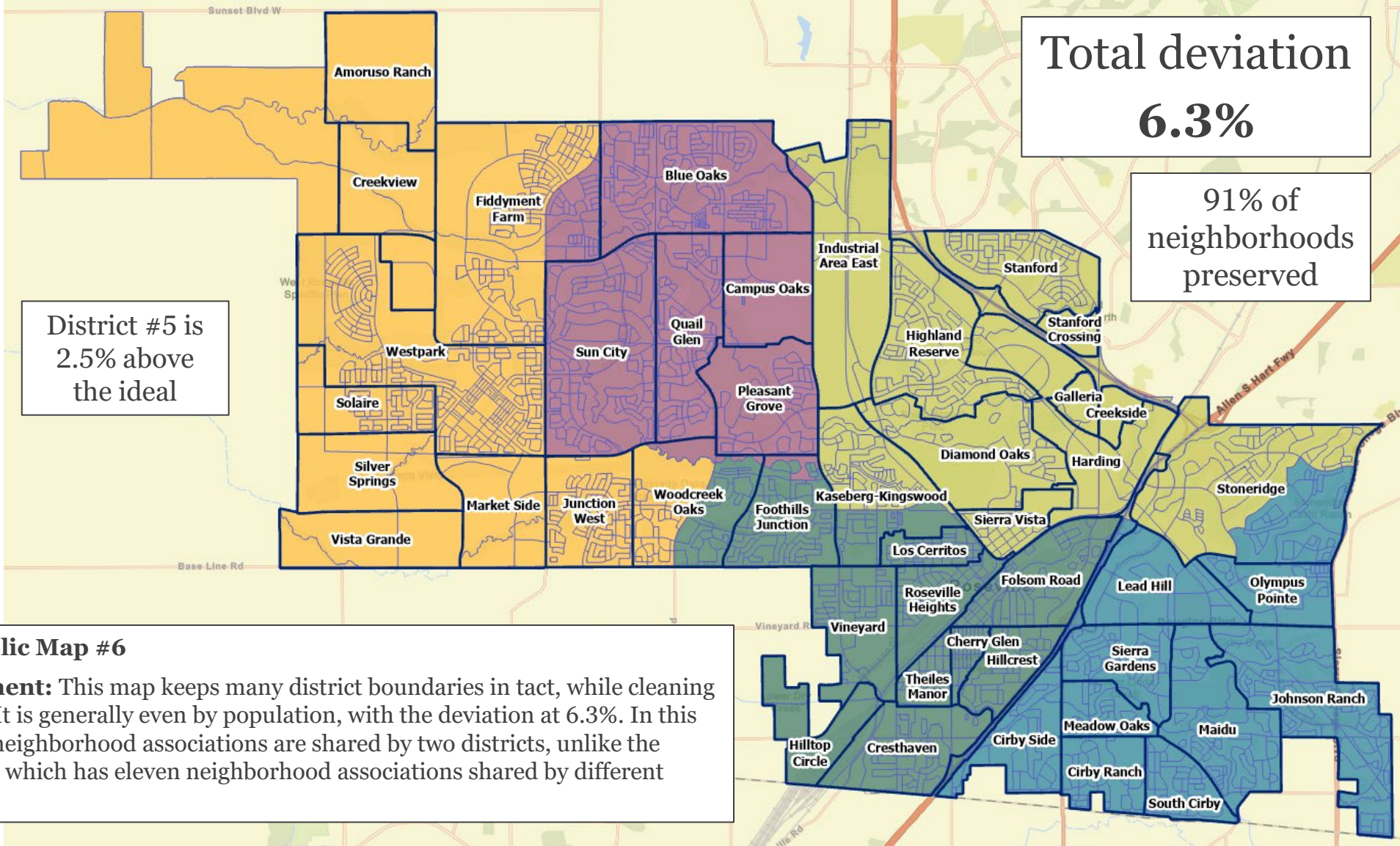
District #5 is
2.5% above
the ideal

Total deviation
6.3%

91% of
neighborhoods
preserved

Formerly Public Map #6

Author Comment: This map keeps many district boundaries in tact, while cleaning up other lines. It is generally even by population, with the deviation at 6.3%. In this map, only four neighborhood associations are shared by two districts, unlike the current districts which has eleven neighborhood associations shared by different districts.



DRAFT MAP C

Removed from further consideration on January 24, 2022

City of Roseville Redistricting Summary Statistics

Draft Map C – Districts Summary Statistics

12/21/2021



Ideal Population Criterion

Ideal Population	29,594	
Overall Range	4.4%	
< 5.0%	5.0 - 10.0%	> 10.0%

California Statewide Database Adjusted
(incarcerated persons reallocation) 2020
Census P.L. 94-171 Redistricting Data
Summary Files - Total Population.

Total Population & Deviation per District

District	Total Population	Over / Under Ideal	Deviation From Ideal
1	29,576	-18	-0.1%
2	29,395	-199	-0.7%
3	30,422	828	2.8%
4	29,443	-151	-0.5%
5	29,133	-461	-1.6%

Total Population by Race/Ethnicity per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Some Other Race	Two or More Races	Hispanic/Latino
1	66.4%	1.7%	0.4%	5.3%	0.2%	0.6%	6.1%	19.1%
2	61.8%	2.1%	0.5%	6.9%	0.4%	0.5%	6.6%	21.3%
3	59.0%	2.7%	0.3%	15.9%	0.5%	0.6%	6.9%	14.2%
4	64.2%	2.4%	0.2%	13.8%	0.2%	0.4%	6.4%	12.3%
5	54.2%	3.1%	0.3%	19.9%	0.4%	0.5%	7.0%	14.6%

California Statewide Database Adjusted 2020 Census P.L. 94-171 Redistricting Data Summary Files - Total Population by Race and Hispanic/Latino Origin.

CVAP by Race/Ethnicity per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Two or More Races	Hispanic/Latino
1	77.7%	2.2%	0.1%	3.7%	0.2%	2.1%	14.2%
2	72.6%	1.7%	0.0%	5.2%	0.1%	2.8%	17.7%
3	70.8%	2.6%	0.1%	10.9%	0.4%	4.1%	10.9%
4	74.8%	1.7%	0.2%	11.4%	0.2%	2.4%	8.9%
5	65.1%	2.8%	0.3%	16.0%	0.4%	2.6%	12.4%

California Statewide Database Adjusted 2015-2019 American Community Survey Citizen Voting-age Population (CVAP) by Race and Ethnicity Special Tabulation. Rounding of estimates may lead to summation of percentages not equal to 100% (+/- 1%).

City of Roseville Redistricting Summary Statistics

Draft Map C – Districts Summary Statistics

12/21/2021



Contiguity Criterion

Are all the districts contiguous? **Yes**

Preservation of Geographic Integrity Criteria (i.e., minimize division of cities, communities of interest, etc.)

COI Category	Total # of COIs	# of COIs Preserved in Minimum Districts	% of COIs Preserved in Minimum Districts	COIs Not Preserved in Minimum # of Districts
Elementary School Districts	5	2	40%	Dry Creek Joint Elementary School District, Eureka Union School District, Roseville Elementary School District
Neighborhood Associations	45	35	78%	Blue Oaks, Campus Oaks, Diamond Oaks, Fiddymment Farm, Folsom Road, Highland Reserve, Hist. Sierra Vista, Johnson Ranch, Pleasant Grove, Roseville Heights

Compactness Measures per District

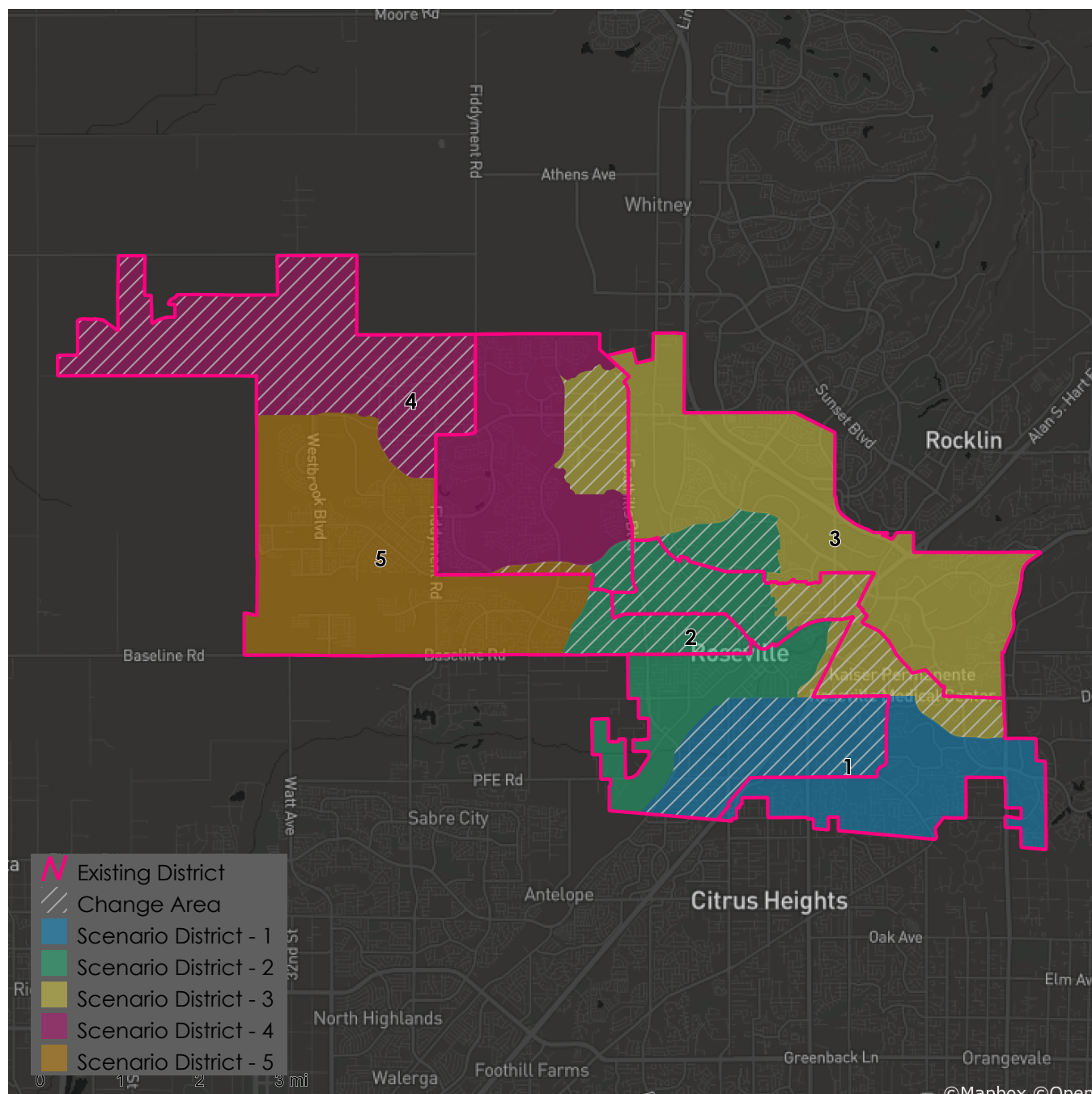
District	Polsby-Popper	Schwartzberg	Reock	Convex Hull	Length-Width
1	0.32	1.77	0.30	0.84	0.38
2	0.29	1.85	0.45	0.73	0.89
3	0.25	1.98	0.28	0.65	0.84
4	0.23	2.08	0.26	0.59	0.56
5	0.50	1.41	0.44	0.81	0.69

A single definitive measure of compactness does not exist, and no specific scores for any measures indicate satisfactory or unsatisfactory compactness. Measures are typically based on comparing geometric features of the district (e.g. perimeters, areas) to the features of a related base geometric object (e.g. minimum bounding circle, convex hull). In practice, compactness tends to be assessed by a visual test—a district in which people generally live near each other is usually more compact than one in which they do not. In California, districts are compact when they do not bypass nearby population for people farther away. Note that Polsby-Popper, Reock, Convex Hull, and Length-Width scores fall within the range of 0-1, with 0 being the least compact and 1 being the most compact. In comparison, a Schwartzberg score of 1 is the most compact and higher scores are increasingly less compact.

City of Roseville Redistricting Summary Statistics

Draft Map C – Districts Summary Statistics

12/21/2021

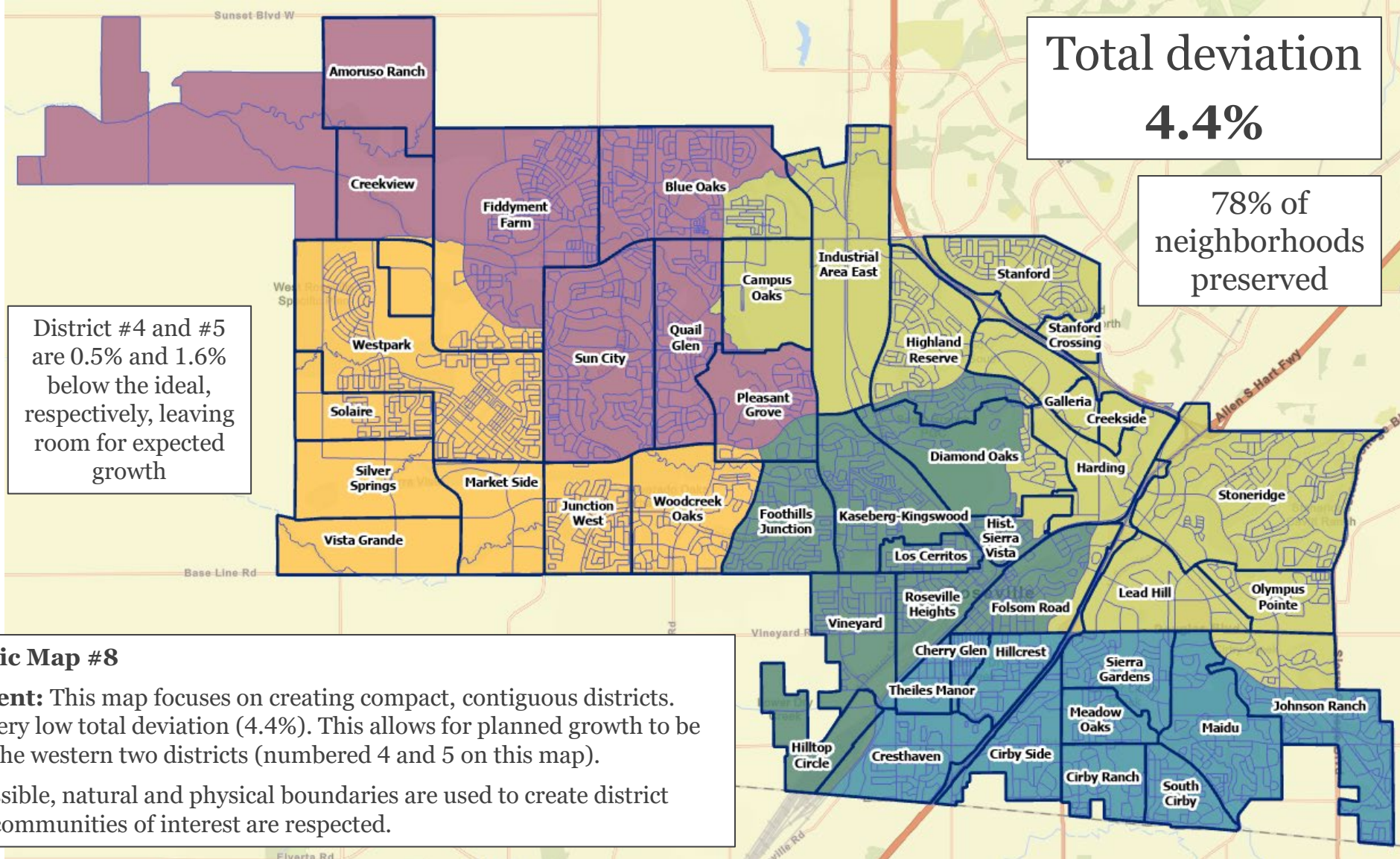


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Draft Map C

- District #1
- District #2
- District #3
- District #4
- District #5



Formerly Public Map #8

Author Comment: This map focuses on creating compact, contiguous districts. This map has a very low total deviation (4.4%). This allows for planned growth to be shared between the western two districts (numbered 4 and 5 on this map).

To the extent possible, natural and physical boundaries are used to create district boundaries and communities of interest are respected.



DRAFT MAP D

Removed from further consideration on January 24, 2022

City of Roseville Redistricting Summary Statistics

Draft Map D – Districts Summary Statistics

12/21/2021



Ideal Population Criterion

Ideal Population	29,594	
Overall Range	6.3%	
< 5.0%	5.0 - 10.0%	> 10.0%

California Statewide Database Adjusted
(incarcerated persons reallocation) 2020
Census P.L. 94-171 Redistricting Data
Summary Files - Total Population.

Total Population & Deviation per District

District	Total Population	Over / Under Ideal	Deviation From Ideal
1	30,505	911	3.1%
2	29,513	-81	-0.3%
3	28,644	-950	-3.2%
4	29,679	85	0.3%
5	29,628	34	0.1%

Total Population by Race/Ethnicity per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Some Other Race	Two or More Races	Hispanic/Latino
1	66.3%	1.8%	0.4%	10.0%	0.2%	0.6%	6.1%	14.6%
2	60.6%	2.0%	0.6%	5.7%	0.3%	0.6%	6.5%	23.7%
3	59.4%	3.0%	0.2%	15.9%	0.5%	0.5%	6.9%	13.7%
4	61.0%	2.6%	0.3%	11.3%	0.4%	0.6%	6.8%	17.0%
5	58.1%	2.7%	0.2%	19.2%	0.3%	0.3%	6.7%	12.5%

California Statewide Database Adjusted 2020 Census P.L. 94-171 Redistricting Data Summary Files - Total Population by Race and Hispanic/Latino Origin.

CVAP by Race/Ethnicity per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Two or More Races	Hispanic/Latino
1	80.0%	1.8%	0.1%	6.2%	0.3%	1.6%	10.0%
2	69.2%	2.4%	0.1%	4.2%	0.1%	3.6%	20.2%
3	69.3%	2.6%	0.0%	14.0%	0.2%	4.1%	9.6%
4	73.3%	1.9%	0.2%	8.0%	0.1%	2.3%	14.2%
5	70.3%	2.2%	0.2%	14.4%	0.3%	2.4%	9.8%

California Statewide Database Adjusted 2015-2019 American Community Survey Citizen Voting-age Population (CVAP) by Race and Ethnicity Special Tabulation. Rounding of estimates may lead to summation of percentages not equal to 100% (+/- 1%).

City of Roseville Redistricting Summary Statistics

Draft Map D – Districts Summary Statistics

12/21/2021



Contiguity Criterion

Are all the districts contiguous? **Yes**

Preservation of Geographic Integrity Criteria (i.e., minimize division of cities, communities of interest, etc.)

COI Category	Total # of COIs	# of COIs Preserved in Minimum Districts	% of COIs Preserved in Minimum Districts	COIs Not Preserved in Minimum # of Districts
Elementary School Districts	5	2	40%	Center Joint Unified School District, Dry Creek Joint Elementary School District, Roseville Elementary School District
Neighborhood Associations	45	42	93%	Harding, Quail Glen, Sun City

Compactness Measures per District

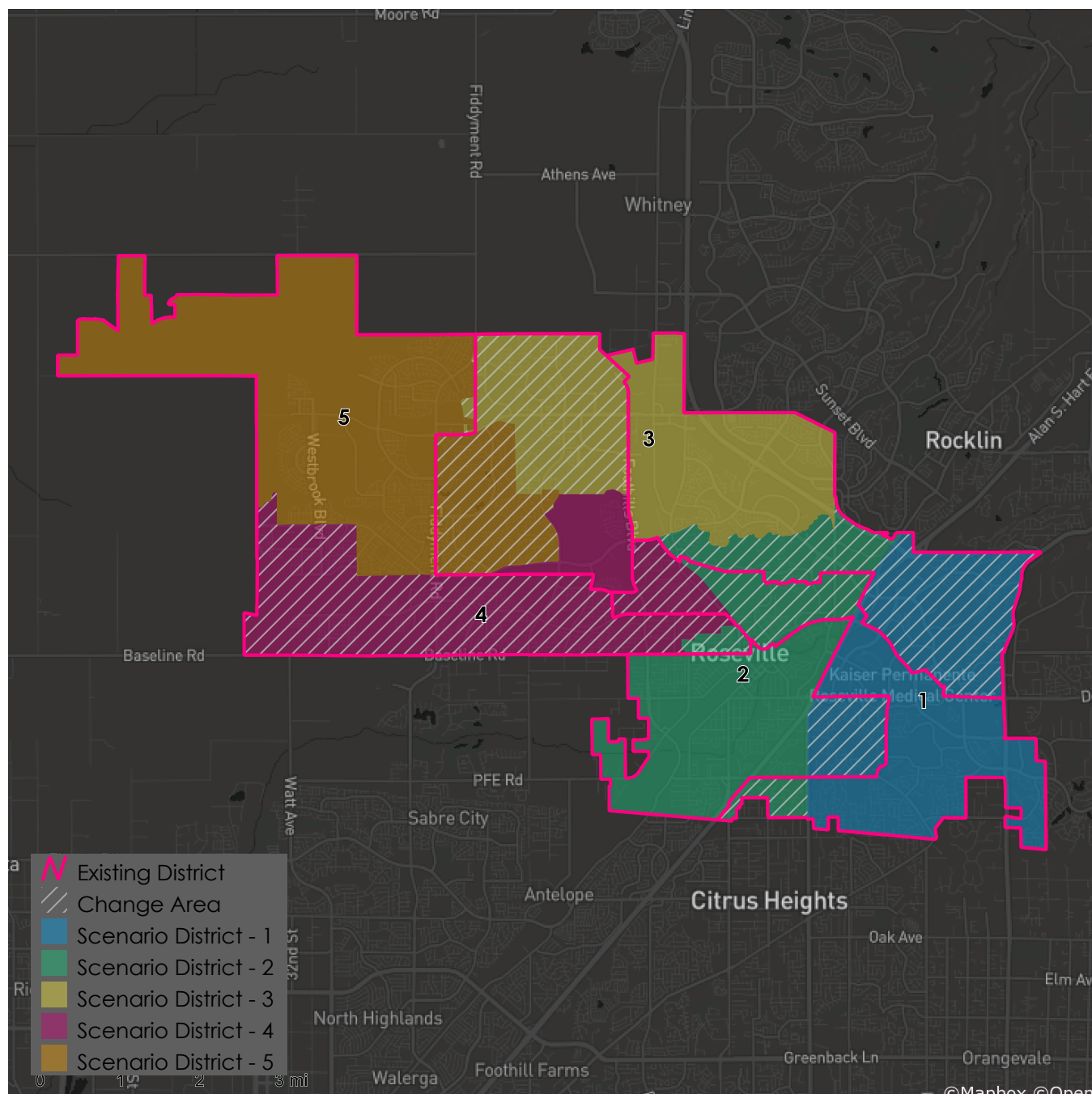
District	Polsby-Popper	Schwartzberg	Reock	Convex Hull	Length-Width
1	0.40	1.58	0.51	0.81	0.75
2	0.24	2.04	0.40	0.70	0.96
3	0.37	1.65	0.38	0.80	0.57
4	0.30	1.82	0.26	0.70	0.34
5	0.26	1.95	0.33	0.70	0.64

A single definitive measure of compactness does not exist, and no specific scores for any measures indicate satisfactory or unsatisfactory compactness. Measures are typically based on comparing geometric features of the district (e.g. perimeters, areas) to the features of a related base geometric object (e.g. minimum bounding circle, convex hull). In practice, compactness tends to be assessed by a visual test—a district in which people generally live near each other is usually more compact than one in which they do not. In California, districts are compact when they do not bypass nearby population for people farther away. Note that Polsby-Popper, Reock, Convex Hull, and Length-Width scores fall within the range of 0-1, with 0 being the least compact and 1 being the most compact. In comparison, a Schwartzberg score of 1 is the most compact and higher scores are increasingly less compact.

City of Roseville Redistricting Summary Statistics

Draft Map D – Districts Summary Statistics

12/21/2021

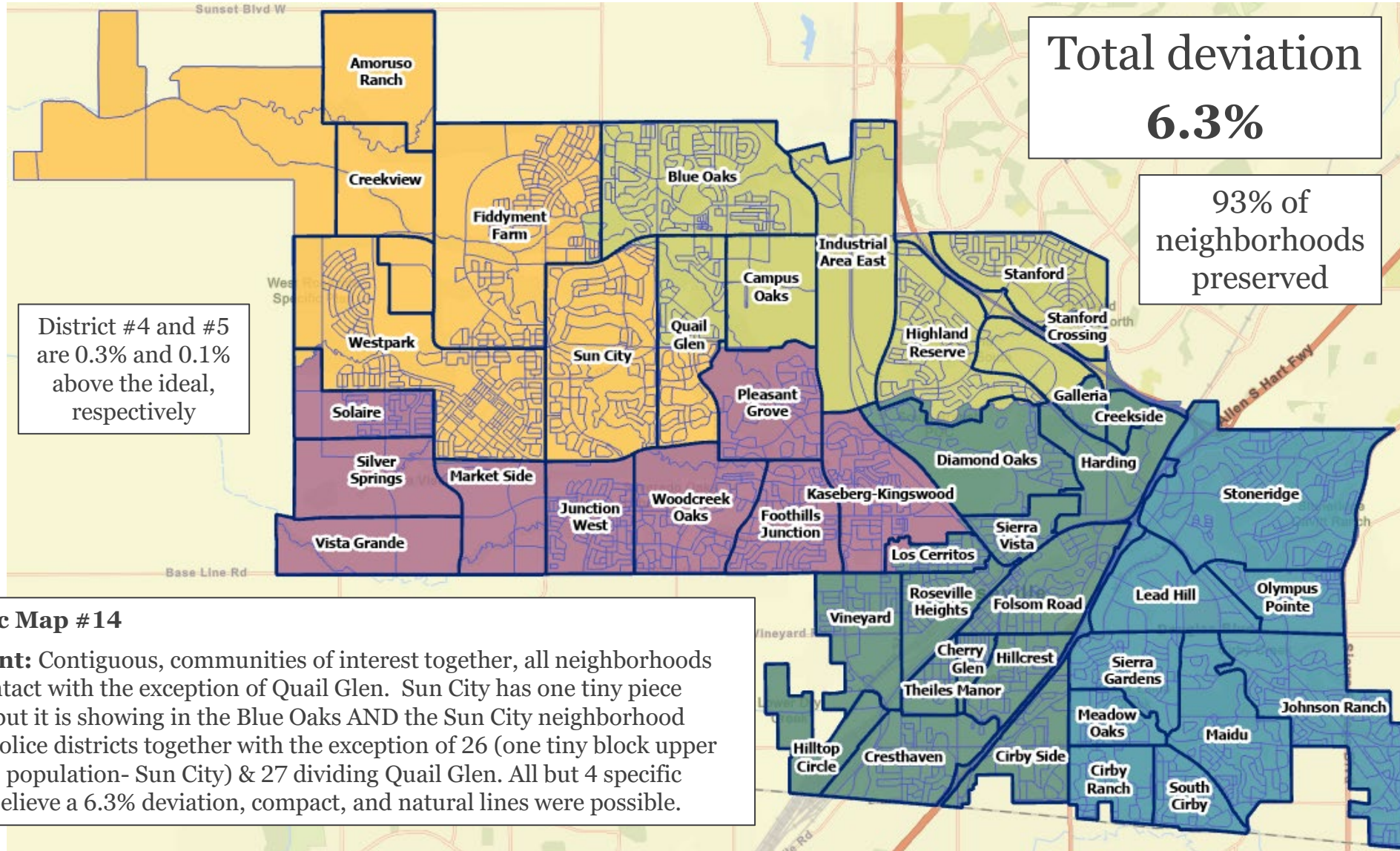


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Draft Map D

- District #1
- District #2
- District #3
- District #4
- District #5



DRAFT MAP E

Removed from further consideration on January 24, 2022

City of Roseville Redistricting Summary Statistics

Draft Map E – Districts Summary Statistics

12/21/2021



Ideal Population Criterion

Ideal Population	29,594	
Overall Range	8.3%	
< 5.0%	5.0 - 10.0%	> 10.0%

California Statewide Database Adjusted
(incarcerated persons reallocation) 2020
Census P.L. 94-171 Redistricting Data
Summary Files - Total Population.

Total Population & Deviation per District

District	Total Population	Over / Under Ideal	Deviation From Ideal
1	30,505	911	3.1%
2	28,402	-1,192	-4.0%
3	29,262	-332	-1.1%
4	30,850	1,256	4.2%
5	28,950	-644	-2.2%

Total Population by Race/Ethnicity per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Some Other Race	Two or More Races	Hispanic/Latino
1	66.3%	1.8%	0.4%	10.0%	0.2%	0.6%	6.1%	14.6%
2	60.0%	2.3%	0.6%	6.2%	0.4%	0.6%	6.8%	23.2%
3	60.7%	2.7%	0.2%	15.0%	0.4%	0.5%	7.0%	13.5%
4	61.8%	2.4%	0.4%	9.8%	0.4%	0.5%	6.7%	18.0%
5	56.5%	2.8%	0.2%	21.1%	0.3%	0.3%	6.5%	12.2%

California Statewide Database Adjusted 2020 Census P.L. 94-171 Redistricting Data Summary Files - Total Population by Race and Hispanic/Latino Origin.

CVAP by Race/Ethnicity per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Two or More Races	Hispanic/Latino
1	80.0%	1.8%	0.1%	6.2%	0.3%	1.6%	10.0%
2	69.6%	3.0%	0.1%	4.4%	0.1%	3.9%	18.4%
3	71.6%	1.9%	0.2%	13.0%	0.2%	3.4%	9.7%
4	72.7%	1.6%	0.2%	6.9%	0.1%	2.6%	15.9%
5	67.3%	2.7%	0.1%	17.0%	0.4%	2.3%	9.7%

California Statewide Database Adjusted 2015-2019 American Community Survey Citizen Voting-age Population (CVAP) by Race and Ethnicity Special Tabulation. Rounding of estimates may lead to summation of percentages not equal to 100% (+/- 1%).

City of Roseville Redistricting Summary Statistics

Draft Map E – Districts Summary Statistics

12/21/2021



Contiguity Criterion

Are all the districts contiguous? **Yes**

Preservation of Geographic Integrity Criteria (i.e., minimize division of cities, communities of interest, etc.)

COI Category	Total # of COIs	# of COIs Preserved in Minimum Districts	% of COIs Preserved in Minimum Districts	COIs Not Preserved in Minimum # of Districts
Elementary School Districts	5	3	60%	Dry Creek Joint Elementary School District, Roseville Elementary School District
Neighborhood Associations	45	44	98%	Sun City

Compactness Measures per District

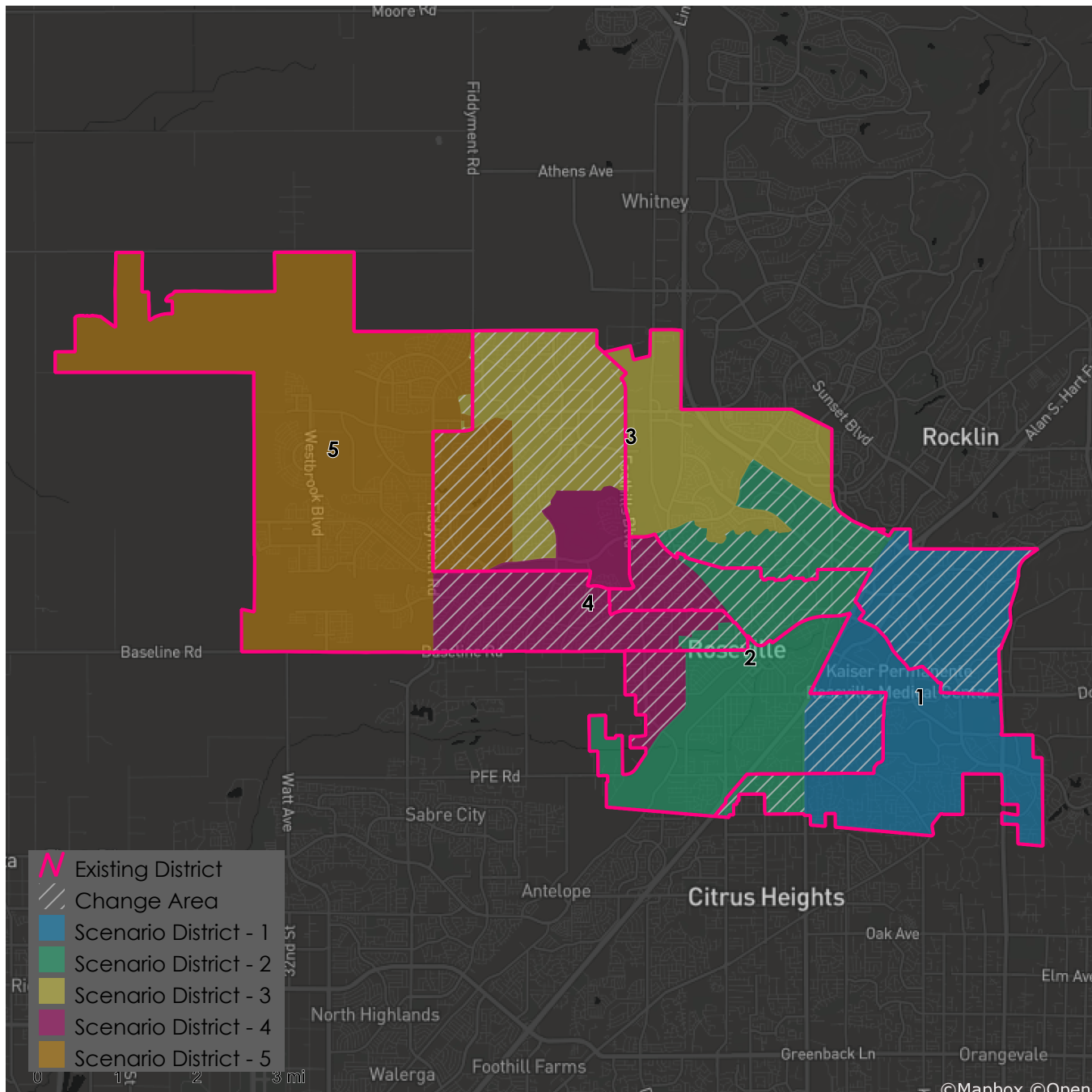
District	Polsby-Popper	Schwartzberg	Reock	Convex Hull	Length-Width
1	0.40	1.58	0.51	0.81	0.75
2	0.22	2.11	0.39	0.65	0.87
3	0.25	2.00	0.39	0.71	0.62
4	0.35	1.69	0.47	0.67	0.89
5	0.31	1.80	0.46	0.67	0.88

A single definitive measure of compactness does not exist, and no specific scores for any measures indicate satisfactory or unsatisfactory compactness. Measures are typically based on comparing geometric features of the district (e.g. perimeters, areas) to the features of a related base geometric object (e.g. minimum bounding circle, convex hull). In practice, compactness tends to be assessed by a visual test—a district in which people generally live near each other is usually more compact than one in which they do not. In California, districts are compact when they do not bypass nearby population for people farther away. Note that Polsby-Popper, Reock, Convex Hull, and Length-Width scores fall within the range of 0-1, with 0 being the least compact and 1 being the most compact. In comparison, a Schwartzberg score of 1 is the most compact and higher scores are increasingly less compact.

City of Roseville Redistricting Summary Statistics

Draft Map E – Districts Summary Statistics

12/21/2021

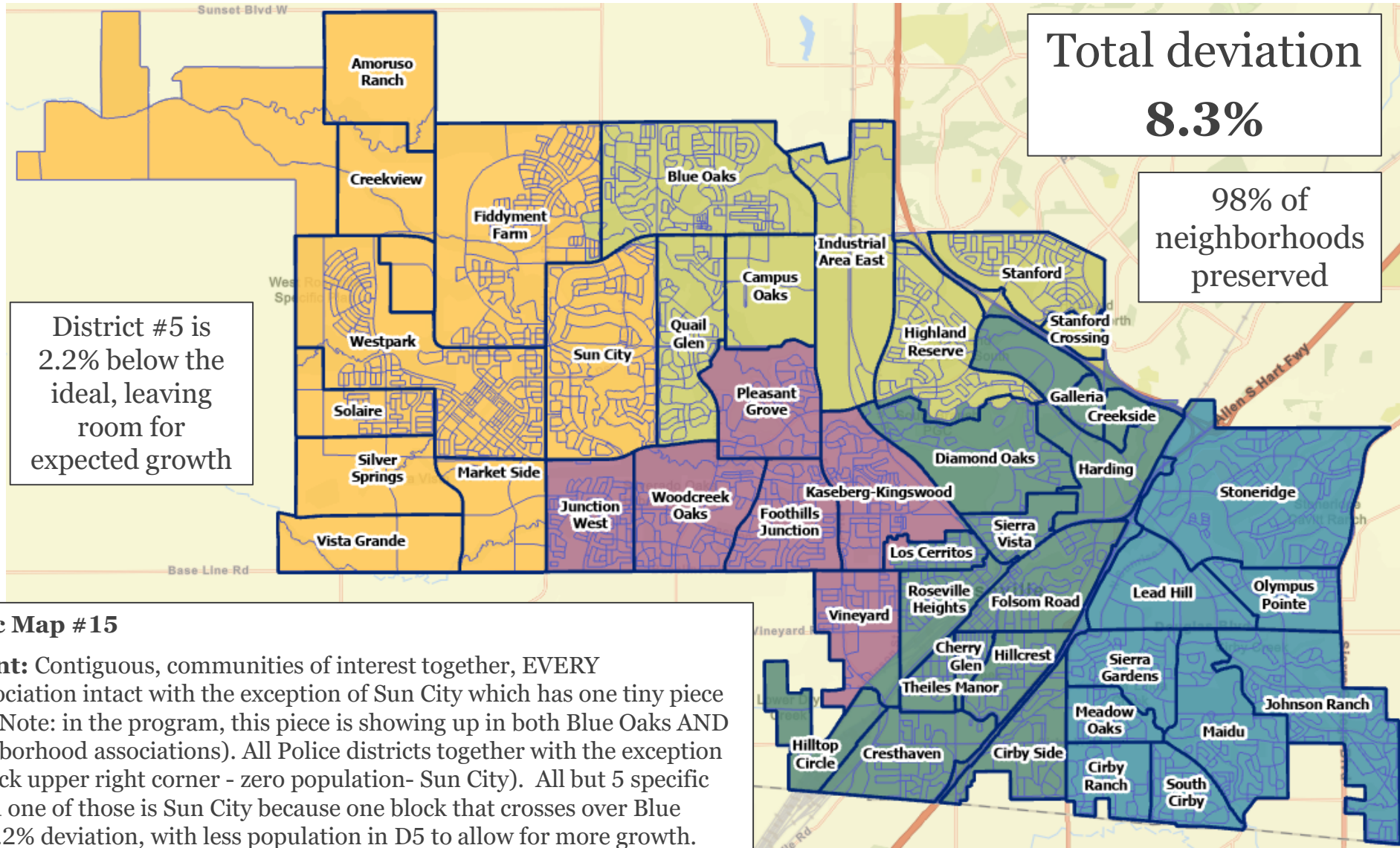


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Draft Map E

- District #1
- District #2
- District #3
- District #4
- District #5



Formerly Public Map #15

Author Comment: Contiguous, communities of interest together, EVERY neighborhood association intact with the exception of Sun City which has one tiny piece across Blue Oaks (Note: in the program, this piece is showing up in both Blue Oaks AND the Sun City neighborhood associations). All Police districts together with the exception of 26 (one tiny block upper right corner - zero population- Sun City). All but 5 specific plans together and one of those is Sun City because one block that crosses over Blue Oaks. I believe a 8.2% deviation, with less population in D5 to allow for more growth. Compact, and natural lines were possible.



DRAFT MAP F

Removed from further consideration on January 24, 2022

City of Roseville Redistricting Summary Statistics

Draft Map F – Districts Summary Statistics

12/21/2021



Ideal Population Criterion

Ideal Population	29,594	
Overall Range	6.0%	
< 5.0%	5.0 - 10.0%	> 10.0%

California Statewide Database Adjusted
(incarcerated persons reallocation) 2020
Census P.L. 94-171 Redistricting Data
Summary Files - Total Population.

Total Population & Deviation per District

District	Total Population	Over / Under Ideal	Deviation From Ideal
1	30,505	911	3.1%
2	28,741	-853	-2.9%
3	29,262	-332	-1.1%
4	30,511	917	3.1%
5	28,950	-644	-2.2%

Total Population by Race/Ethnicity per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Some Other Race	Two or More Races	Hispanic/Latino
1	66.3%	1.8%	0.4%	10.0%	0.2%	0.6%	6.1%	14.6%
2	59.2%	2.3%	0.6%	6.0%	0.3%	0.6%	6.6%	24.4%
3	60.7%	2.7%	0.2%	15.0%	0.4%	0.5%	7.0%	13.5%
4	62.6%	2.5%	0.3%	9.9%	0.4%	0.6%	6.9%	16.8%
5	56.5%	2.8%	0.2%	21.1%	0.3%	0.3%	6.5%	12.2%

California Statewide Database Adjusted 2020 Census P.L. 94-171 Redistricting Data Summary Files - Total Population by Race and Hispanic/Latino Origin.

CVAP by Race/Ethnicity per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Two or More Races	Hispanic/Latino
1	80.0%	1.8%	0.1%	6.2%	0.3%	1.6%	10.0%
2	68.1%	2.9%	0.1%	3.7%	0.2%	4.2%	20.6%
3	71.6%	1.9%	0.2%	13.0%	0.2%	3.4%	9.7%
4	74.2%	1.7%	0.2%	7.6%	0.1%	2.4%	13.8%
5	67.3%	2.7%	0.1%	17.0%	0.4%	2.3%	9.7%

California Statewide Database Adjusted 2015-2019 American Community Survey Citizen Voting-age Population (CVAP) by Race and Ethnicity Special Tabulation. Rounding of estimates may lead to summation of percentages not equal to 100% (+/- 1%).

City of Roseville Redistricting Summary Statistics

Draft Map F – Districts Summary Statistics

12/21/2021



Contiguity Criterion

Are all the districts contiguous? **Yes**

Preservation of Geographic Integrity Criteria (i.e., minimize division of cities, communities of interest, etc.)

COI Category	Total # of COIs	# of COIs Preserved in Minimum Districts	% of COIs Preserved in Minimum Districts	COIs Not Preserved in Minimum # of Districts
Elementary School Districts	5	3	60%	Dry Creek Joint Elementary School District, Roseville Elementary School District
Neighborhood Associations	45	44	98%	Sun City

Compactness Measures per District

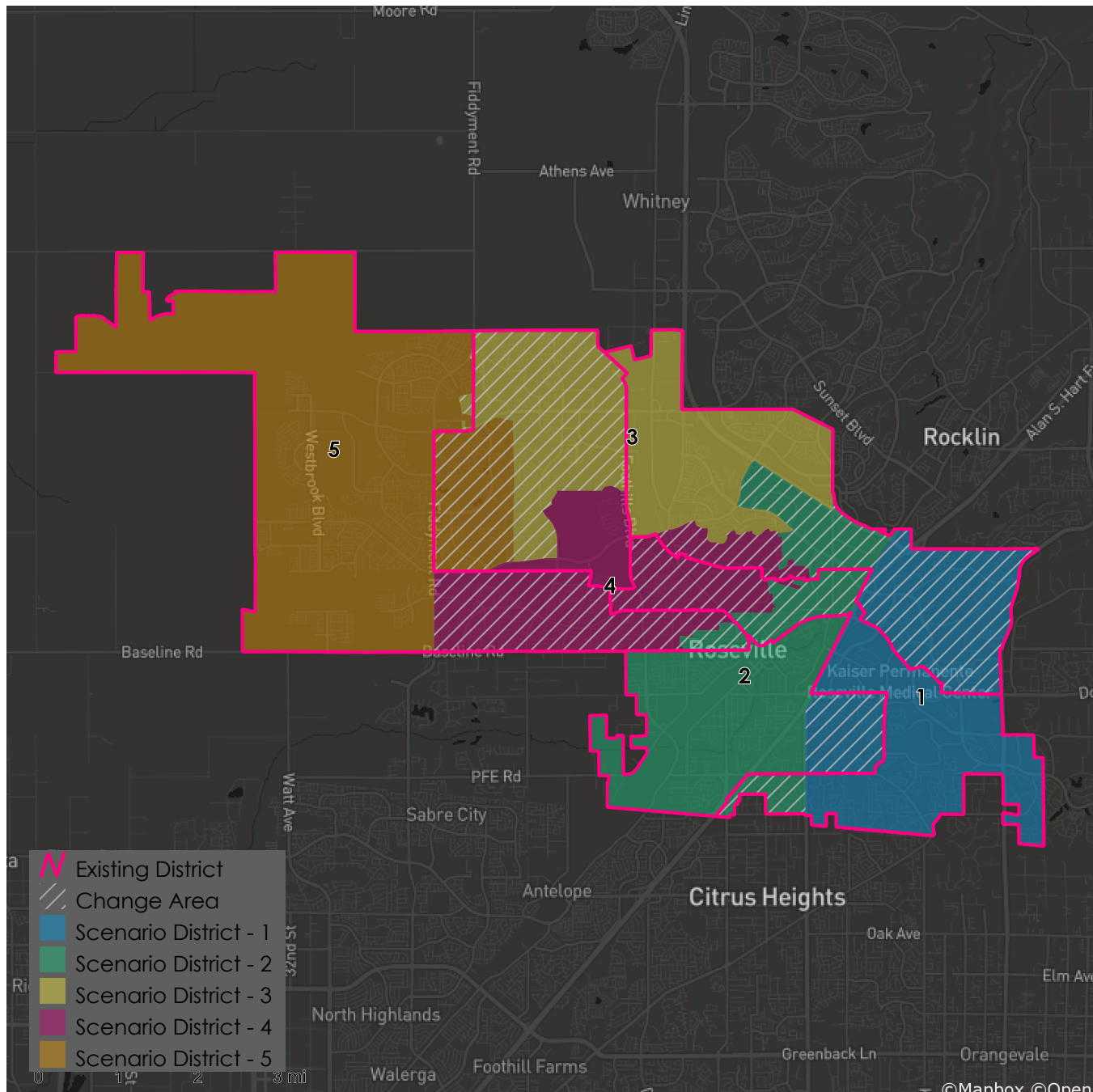
District	Polsby-Popper	Schwartzberg	Reock	Convex Hull	Length-Width
1	0.40	1.58	0.51	0.81	0.75
2	0.19	2.28	0.37	0.66	0.87
3	0.25	2.00	0.39	0.71	0.62
4	0.33	1.75	0.32	0.80	0.44
5	0.31	1.80	0.46	0.67	0.88

A single definitive measure of compactness does not exist, and no specific scores for any measures indicate satisfactory or unsatisfactory compactness. Measures are typically based on comparing geometric features of the district (e.g. perimeters, areas) to the features of a related base geometric object (e.g. minimum bounding circle, convex hull). In practice, compactness tends to be assessed by a visual test—a district in which people generally live near each other is usually more compact than one in which they do not. In California, districts are compact when they do not bypass nearby population for people farther away. Note that Polsby-Popper, Reock, Convex Hull, and Length-Width scores fall within the range of 0-1, with 0 being the least compact and 1 being the most compact. In comparison, a Schwartzberg score of 1 is the most compact and higher scores are increasingly less compact.

City of Roseville Redistricting Summary Statistics

Draft Map F – Districts Summary Statistics

12/21/2021

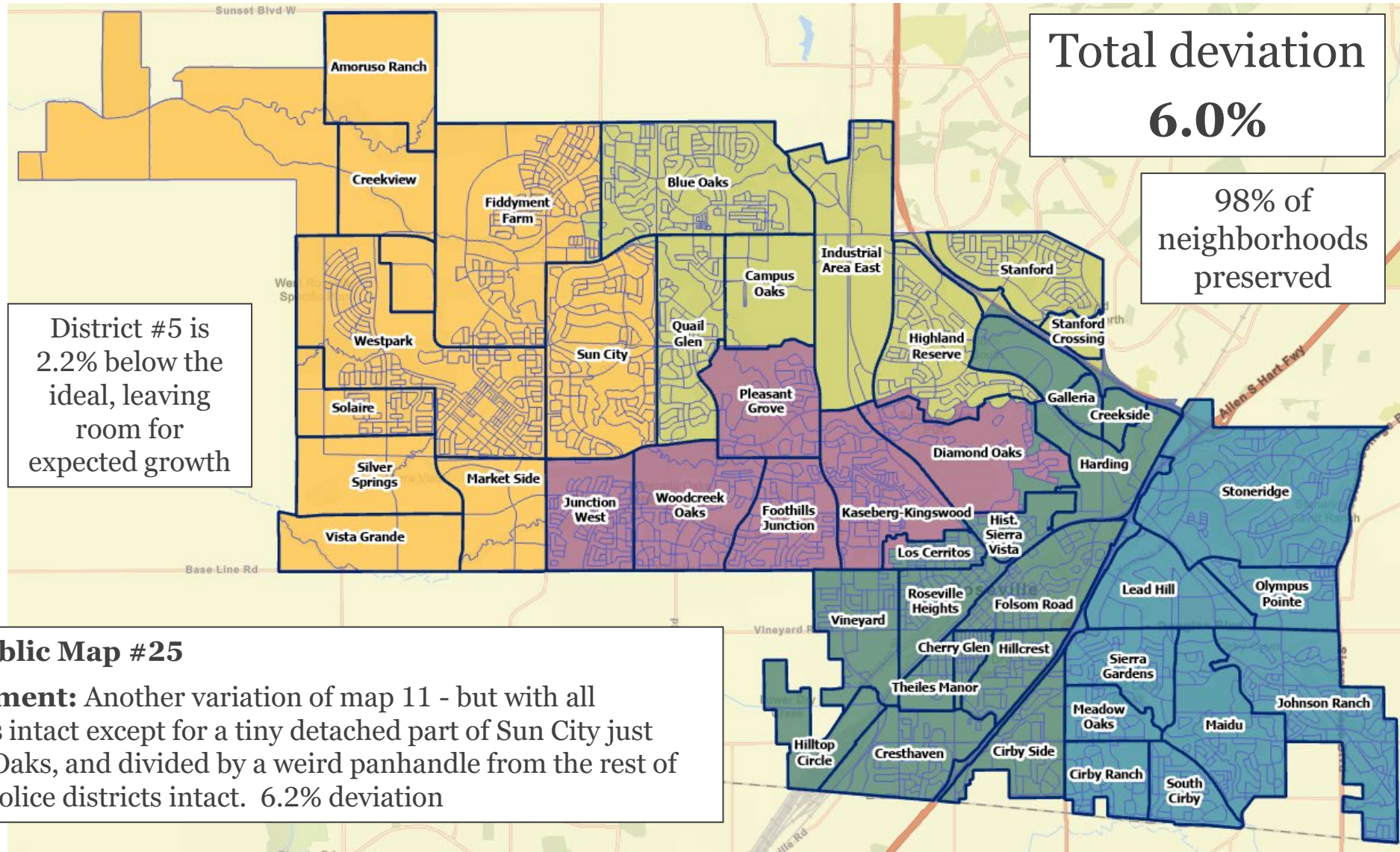


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Draft Map F

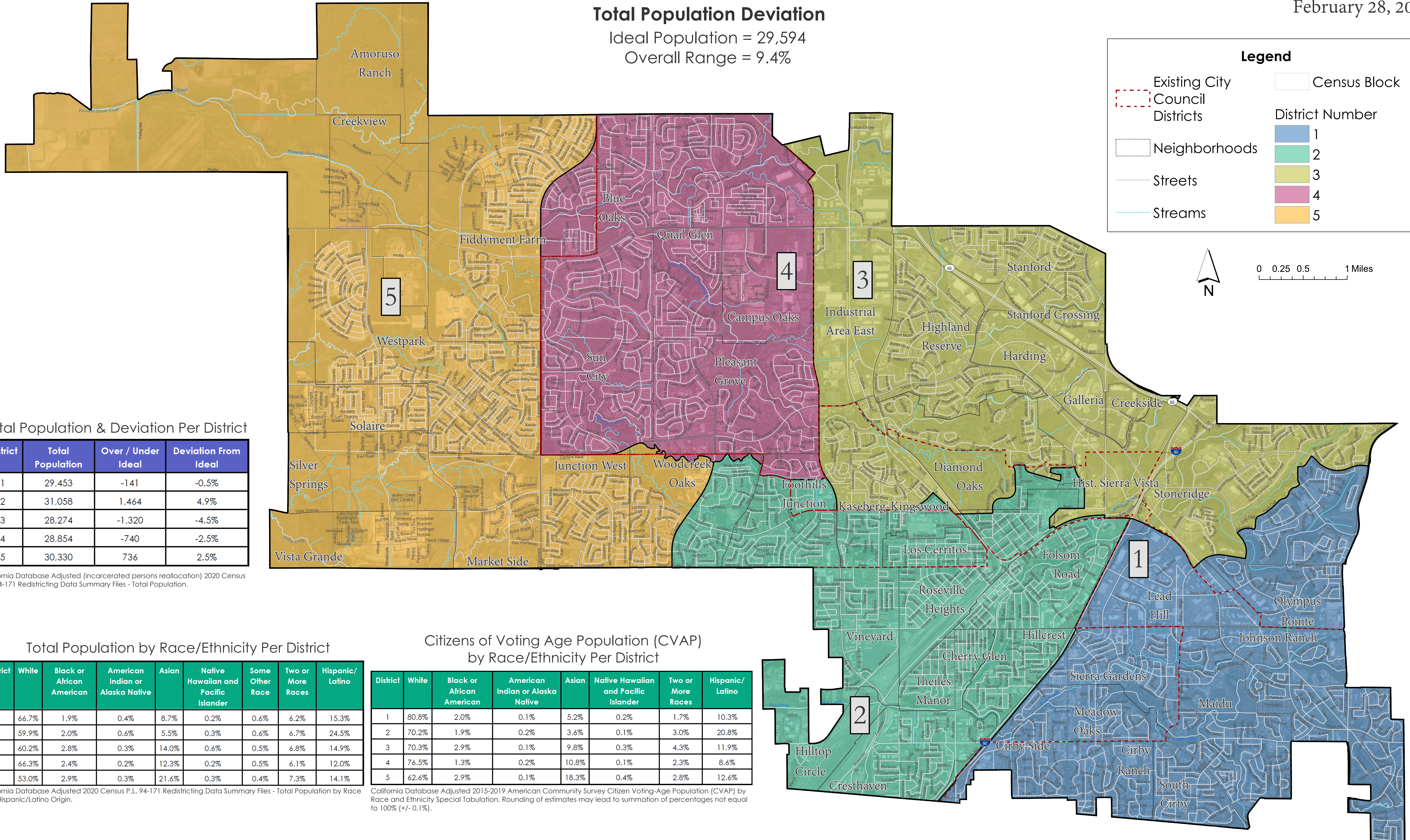
- District #1
- District #2
- District #3
- District #4
- District #5



Formerly Public Map #25

Author Comment: Another variation of map 11 - but with all neighborhoods intact except for a tiny detached part of Sun City just South of Blue Oaks, and divided by a weird panhandle from the rest of Sun City. All police districts intact. 6.2% deviation





Total Population Deviation

Ideal Population = 29,594

Overall Range = 9.4%

Total Population & Deviation Per District

District	Total Population	Over / Under Ideal	Deviation From Ideal
1	29,453	-141	-0.5%
2	31,058	1,464	4.9%
3	28,274	-1,320	-4.5%
4	28,854	-740	-2.5%
5	30,330	736	2.5%

California Database Adjusted (incarcerated persons reallocation) 2020 Census P.L. 94-171 Redistricting Data Summary Files - Total Population.

Total Population by Race/Ethnicity Per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Some Other Race	Two or More Races	Hispanic/Latino
1	66.7%	1.9%	0.4%	8.7%	0.2%	0.6%	6.2%	15.3%
2	59.9%	2.0%	0.6%	5.5%	0.3%	0.6%	6.7%	24.5%
3	60.2%	2.8%	0.3%	14.0%	0.6%	0.5%	6.8%	14.9%
4	66.3%	2.4%	0.2%	12.3%	0.2%	0.5%	6.1%	12.0%
5	53.0%	2.9%	0.3%	21.6%	0.3%	0.4%	7.3%	14.1%

California Database Adjusted 2020 Census P.L. 94-171 Redistricting Data Summary Files - Total Population by Race and Hispanic/Latino Origin.

Citizens of Voting Age Population (CVAP) by Race/Ethnicity Per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Two or More Races	Hispanic/Latino
1	80.8%	2.0%	0.1%	5.2%	0.2%	1.7%	10.3%
2	70.2%	1.9%	0.2%	3.6%	0.1%	3.0%	20.8%
3	70.3%	2.9%	0.1%	9.8%	0.3%	4.3%	11.9%
4	76.5%	1.3%	0.2%	10.8%	0.1%	2.3%	8.6%
5	62.6%	2.9%	0.1%	18.3%	0.4%	2.8%	12.6%

California Database Adjusted 2015-2019 American Community Survey Citizen Voting-Age Population (CVAP) by Race and Ethnicity Special Tabulation. Rounding of estimates may lead to summation of percentages not equal to 100% (+/- 0.1%).



COUNCIL COMMUNICATION

CC #: 1976
File #: 0111-01

Title: Placer Regional Homelessness Project
Contact: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

Meeting Date: 3/16/2022
Item #: 9.2.

RECOMMENDATION TO COUNCIL

Staff requests the City Council's comments and perspectives on the draft Placer Regional Homelessness Project – Phase One. (Attachment A).

BACKGROUND

The last assessment of homelessness conducted by Placer County occurred six years ago. Last year, Placer County initiated the Placer Regional Homelessness Task Force to review current efforts regarding homelessness in South Placer. The focus of the project is to undertake a process to develop a regional strategic plan for homelessness. The project began with a series of research and stakeholder engagement activities to help identify gaps, issues and opportunities, and to create a set of potential strategies to address homelessness in South Placer.

Over the course of time since the project began the project team has accomplished the following:

- Placer County homelessness response system review and inventory of services
- Best practices research
- Consultations with the regional Continuum of Care, the Placer Law Enforcement Agencies (PLEA), individuals with lived experience of homelessness, service providers, and the local Office of Education, etc.
- Mapping of key amenities for a preliminary housing location analysis
- Dialogue among key public agency staff and elected officials, including law enforcement and health care providers
- Convening public safety and legal counsel across the region to discuss potential and aligned responses to the Martin v. Boise decision.

Additionally, the process involved a series of meetings with two working groups. The Ad Hoc Group that was comprised of two elected officials from each city in South Placer and the Regional Working Group that consisted of staff from the same cities and selected organizations that work with the homeless community.

The two groups worked independently until a final meeting when the strategies developed, based on the discussions during these meetings, were presented to the Ad Hoc Group for their consideration.

Strategies for consideration arose from an issues and opportunities analysis and best practices research done in the first few months of the project, as well as from discussions among the stakeholders and Regional Working Group members.

Based on the discussions and recommendations during a December 15, 2021, Ad Hoc Group meeting, an additional meeting was held with the group on February 24, 2022, for the purpose of providing the consultant with additional insights and perspectives before the draft report was finalized.

The consultant is meeting with the City Councils of the cities in South Placer to present the draft report and gain input and layout the proposed next phase of the project. Once the meetings have concluded, the consultant will present the draft report, including the insights and perspectives gained from the meetings with the City Councils, to the Placer County Board of Supervisors for their direction regarding Phase 2 of the project.

FISCAL IMPACT

There is no financial impact associated with this action.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Mark Wolinski, Government Relations Administrator

Dion Louthan, Assistant City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment A - Final Placer Homelessness Response Emerging Strategies Phase One Report



PLACER REGIONAL HOMELESSNESS RESPONSE EMERGING STRATEGIES

PHASE ONE REPORT

PLACER REGIONAL HOMELESSNESS RESPONSE EMERGING STRATEGIES

Phase One Report, March 2022

PREPARED BY



PREFACE

This document was prepared with the assistance of many people who care about those experiencing homelessness, and the impacts homelessness has on our community. We would like to acknowledge the professionals, volunteers and others who provided quantitative and qualitative data to inform this report of homelessness in mid and south Placer County.

A list of strategies to advance to the next phase of planning is presented in Section IV. The strategies listed in this document represent a base of ideas for additional analysis and testing, implementation considerations, and community and stakeholder input; they do not represent endorsement of the group of elected officials who took part in this process.

A next step will be to present these strategies to the public and listen and respond to their ideas and concerns. Doing so will better help process participants to develop a feasible set of solutions to help Placer to maintain the lowest rate of homelessness in Northern California.

Last, even though this first phase was intended to surface overall strategies rather than any specific proposal, participants consistently wondered how The Gathering Inn's Campus of Hope concept was connected to it. Participants were repeatedly reassured that this process was designed to identify a homeless solutions continuum framework and possible strategies, as opposed to specific initiatives or projects. At the time of this writing, no specific Campus of Hope proposal has been brought before the full Board of Supervisors.

County Staff

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I. Executive Summary

Placer County experiences the lowest rate of homelessness in northern California, the fourth-lowest rate of homelessness in the state overall, and the lowest rate of unsheltered homeless in the state. At the same time homelessness and blight have become more visible due to a variety of factors including judicial rulings and the COVID pandemic, which has created a number of issues from economic stress to health concerns. Addressing homelessness requires a coordinated and steady effort by multiple partners from municipal jurisdictions, the Continuum of Care, community-based organizations, the local business and faith communities, service providers, and County departments over an extended period of time. To expedite progress and address deep-rooted challenges, Placer County and the six cities and town in the region are taking a systemic and practical approach to plan, coordinate, integrate, and fully leverage shared action across sectors and geographies within the mid and south Placer region.

Figure 1: Homelessness among California Continuum of Care areas

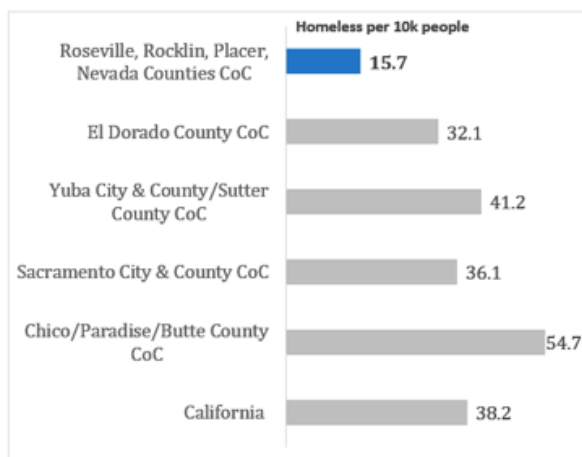
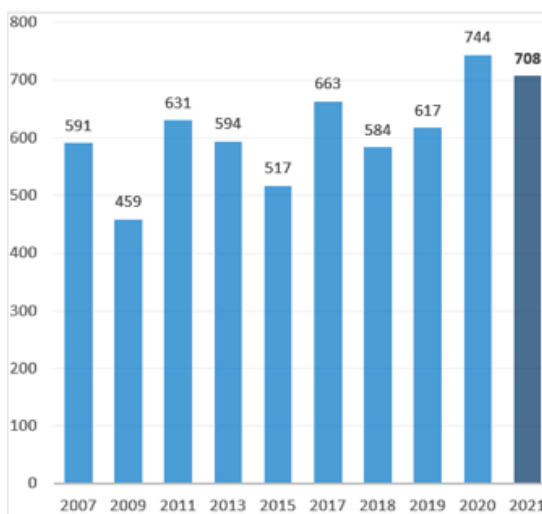


Figure 2: Placer Point-in-Time Count Homeless Population



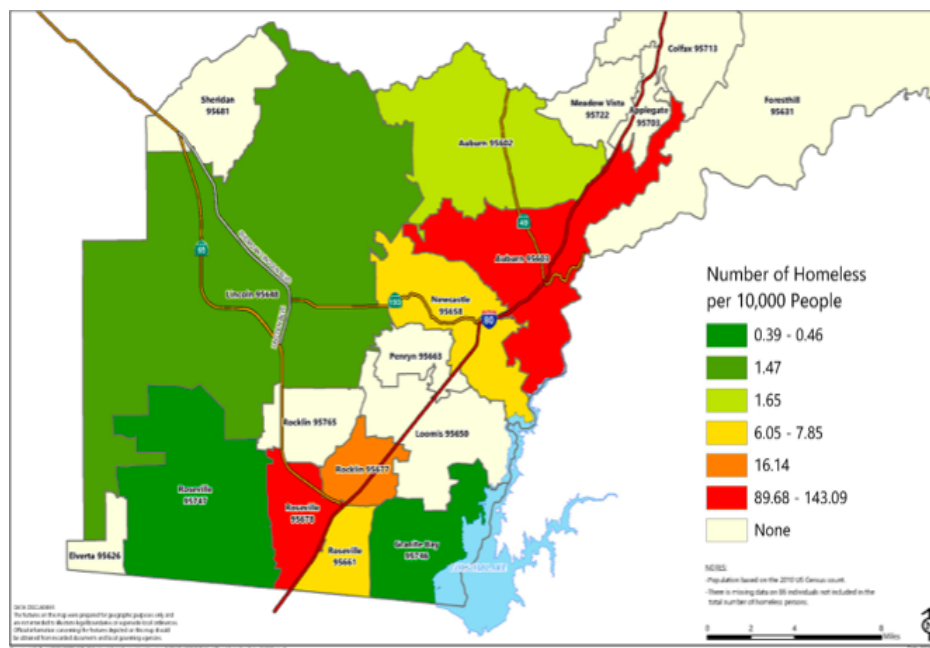
Source: Placer County Health and Human Services, Adult System of Care

The Placer Regional Homelessness Response project was initiated in July 2021, six years since the last assessment. The process to develop a regional strategic response to homelessness began with a series of research and stakeholder engagement activities to help identify gaps,

issues and opportunities, and to create a set of potential strategies to address these. Over the course of five months, the project team accomplished the following:

- Placer County homelessness response system review and inventory of services
- Best practices research
- Consultations with the regional Continuum of Care, the Placer Law Enforcement Agencies (PLEA), individuals with lived experience of homelessness, service providers, and the local Office of Education, etc.
- Mapping of key amenities for a preliminary housing location analysis
- Dialogue among key public agency staff and elected officials, including law enforcement and health care providers
- Convening public safety and legal counsel across the region to discuss potential and aligned responses to the Martin v. Boise decision.

Figure 3: Number of Homeless per 10,000 people (2021)



Strategies for consideration arose from the issues and opportunities analysis and best practices research done in the first few months of the project, as well as from discussions among the stakeholders and Regional Working Group¹ members. These ideas were brought

¹ The **Regional Working Group** was comprised of representatives from each of the jurisdictions, the local Continuum of Care, along with regional funders

to the Ad Hoc Group² for deliberation. **Support for many of the strategies was contingent on additional analysis, implementation considerations, and community and stakeholder input, which will be the focus in the next phase of this work.**

Overall Outcome: Maintain the lowest rate of homelessness in Northern California.

Prevention

*Making the experience of homelessness RARE through strategies that address the root causes of homelessness in addition to financial assistance and case management support that prevents individuals and families from ever becoming homeless.**

Many prevention strategies (rental assistance, eviction prevention, counseling) are well underway in Placer County, yet sheltering in particular is an important backstop to prevent people from ending up on the streets.

1A. Continue to explore need for emergency shelter in south Placer outside of residential neighborhoods with on-site services or proximate access to services.

(Members of the Ad Hoc Group expressed **mixed support** for this strategy but were generally **open to further exploration**.)

1B. Renew conditional use permit for North Auburn emergency shelter. (Members of the Ad Hoc Group were **largely in favor** of this strategy, with many deferring to the North Auburn community for its approval.)

1C. Explore Safe Park and/or Safe Camp locations. (Most members of the Ad Hoc Group were **strongly opposed** to this strategy.)

Crisis Response

Making the experience of homelessness as BRIEF as possible through culturally specific programs³ and services that create pathways out of homelessness and into permanent housing.

2A. Expand partnerships between law enforcement and social services for outreach and response. (Members of the Ad Hoc Group were **highly supportive of** this strategy, pointing to its current success.)

2B. Explore the potential of a Sobering Center (short-term respite and urgent care center for people experiencing intoxication or mental health crises) with appropriate services and support. (Members of the Ad Hoc Group expressed **cautious support** for this strategy and were **interested in further exploration**.)

² The **Ad Hoc Group** was created as a representative body of elected officials from the Board of Supervisors and the City Councils of each municipality in the region.

³ Culturally Specific programming adapts to the cultures and needs of the individuals and communities served.

Housing and Supportive Services

Making the experience of homelessness NON-RECURRING through permanent housing and by advocating for additional affordable housing opportunities.

3A. Explore the possibility of growing the amount of supportive interim housing by converting hotels/motels into interim housing informed by siting criteria. (Members of the Ad Hoc Group were **mostly in favor** of this strategy and were **open to further exploration**.)

3B. Resume focus on additional permanent supportive and/or affordable housing and distribute across the region. (Members of the Ad Hoc Group expressed **mixed support** for this strategy but were generally **open to further exploration**.)

3C. Adopt Placer County regional housing siting criteria and apply them consistently. (Members of the Ad Hoc Group were **largely in favor** of this strategy.)

3D. Explore creative solutions for point-to-point transportation. (Members of the Ad Hoc Group expressed **mixed support** for this strategy but were generally **open to further exploration**.)

System Integration and Coordination

Promote and sustain a sense of shared responsibility and clarity of roles.

4A. Evaluate and strengthen Coordinated Entry/211. (The Ad Hoc Group did not discuss this strategy yet did not express reservations in prior meetings.)

4B. Implement regionally-compatible ordinances and law enforcement practices. (The Ad Hoc Group did not discuss this strategy but expressed support in prior meetings.)

4C. Designate an interjurisdictional task force to provide stewardship of, and advocacy for, the Strategic Action Plan. (The Ad Hoc Group did not discuss this strategy yet did not express reservations to it in prior meetings.)

Community Engagement

Increase public awareness regarding homelessness and possible response strategies.

5A. Create regionally-coordinated, public information around homelessness. (Members of the Ad Hoc Group were **largely in favor** of this strategy.)

Next Steps

With this report's discussion of the benefits and concerns related to these potential desired outcomes and strategies – the first phase of this process draws to a close. In the next few months, many of the stakeholders who have been involved will be invited to continue their participation, as we translate the strategies into specific initiatives. In addition, there will be a broader community dialogue, including presentations to the decision-making bodies in each of the jurisdictions, as well as town-hall-style conversations in both south and mid-Placer with residents and businesses across the region. And throughout this process, there will continue to

be opportunities to get feedback on the plan from people who are currently or previously served by our continuum of care.

Ultimately, Placer's Regional Homelessness Response will identify those strategies and actions that can be pursued in the near-term, including who will be engaged in their implementation, where the funding will come from and in what timeframe there can be measurable progress. It is hoped that all of this will be guided by a shared vision, operating principles, mutually desired outcomes and a commitment to working together to achieve results.

II. Introduction and Overview

Placer County experiences the lowest rate of homelessness in northern California, the fourth-lowest rate of homelessness in the state overall, and the lowest rate of unsheltered homeless in the state.⁴ Over the past five years the region has increased its capacity of beds and services, resulting in a reduction in the rate of chronic homelessness.

At the same time homelessness and blight have become more visible due to a variety of factors including the COVID pandemic, which has created a number of issues from economic stress to health concerns. There have been strains on the local shelters as currently configured, and recent court rulings (Martin v. Boise⁵, in particular) have established the right to camp when insufficient bed options are available. Additionally, some of the unhoused who interface with law enforcement decline services and regularly use costly resources in the health care and criminal justice system. Specifically, they opt for camping or parking on public lands rather than seeking traditional housing and/or shelter.

Addressing homelessness requires a coordinated and steady effort by multiple partners from municipal jurisdictions, the Continuum of Care, community-based organizations, the local business and faith communities, service providers, and County departments over an extended period of time. To expedite progress and address deep-rooted challenges, Placer County and the six cities and town in the region are taking a systemic and practical approach to plan, coordinate, integrate, and fully leverage shared action across sectors and geographies within the mid and south Placer region.

The Placer Regional Homelessness Response project was initiated in July 2021, six years since the last assessment. It was kicked off by a regional summit that brought together service providers, elected officials, community leaders and agency stakeholders with an interest in addressing the many complex issues of homelessness, including the visible nature of unsheltered homelessness and its impacts as well as community concerns about the siting of homeless housing.

The process to develop a regional approach for homelessness began with a series of research and stakeholder engagement activities to help identify gaps, issues and opportunities, and to create a set of potential strategies to address these. To assist in this first phase, the region established three consultative groups:

- The **Steering Group** provided process oversight and guidance. The **Regional Working Group** – comprised of representatives from each of the jurisdictions, the local

⁴ *National Alliance to End Homelessness, 2020 Edition*

⁵ 2018 decision in which the Ninth Circuit held that the Eighth Amendment prohibits the imposition of criminal penalties on unsheltered homeless persons for sitting, sleeping or lying outside on public property. Martin prohibits jurisdictions from enforcing camping ordinances when the number of homeless individuals in a jurisdiction exceeds the number of available shelter beds.

Continuum of Care, along with regional funders, -- discussed the needs and opportunities, and helped to define the draft strategies from the perspective of front line staff and/or technical experts.

- The **Ad Hoc Group** was created as a representative body of elected officials from the Board of Supervisors and the City Councils of each municipality in the region. These members provided feedback and direction regarding the draft strategies.

(Membership lists of each of these groups is provided in Appendix A.)

The project team proposed a framework to help describe the impact areas of this strategic response process. This continuum model was adapted from King County (Seattle) and was used to organize the system review and the strategy development process. As shown in the diagram below, the five impact areas are:

- Prevention
- Crisis Response
- Housing (and Supportive Services)
- Integrative Programs and Systems
- Community Engagement and Support



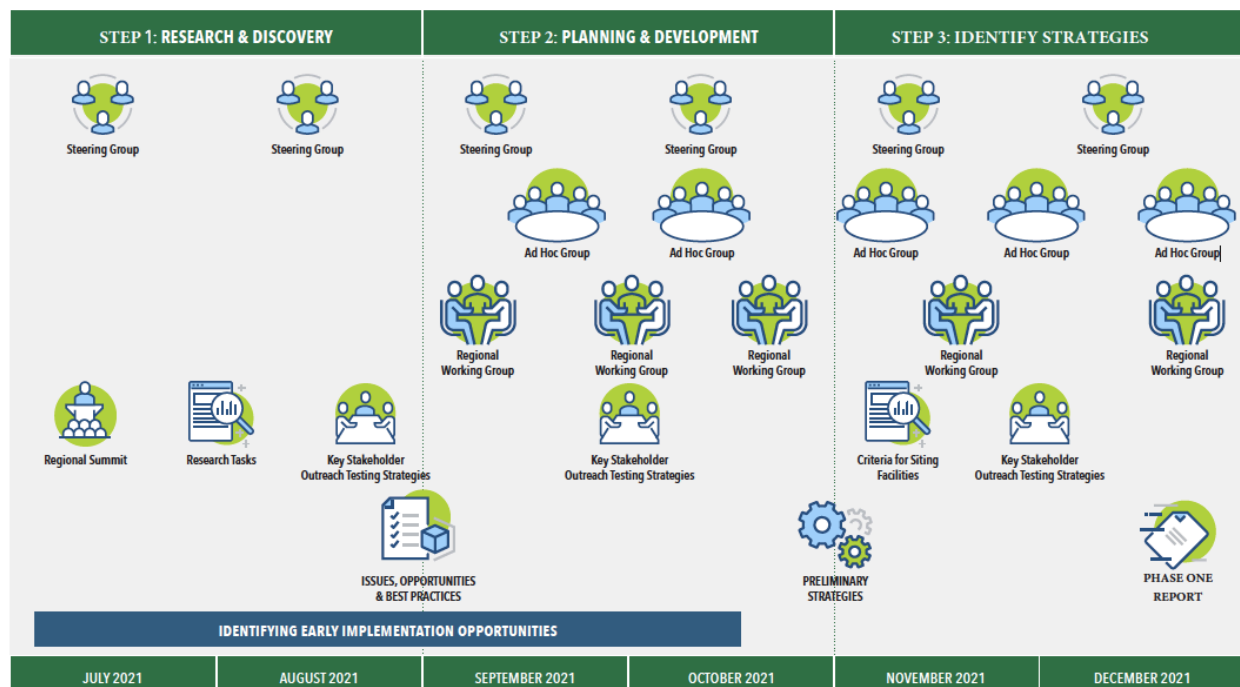
Over the course of five months, the project team accomplished the following:

- Placer County homelessness response system review and inventory of services
- Best practices research

- Consultations with the regional Continuum of Care, the Placer Law Enforcement Agencies (PLEA), individuals with lived experience of homelessness, service providers, and the local Office of Education, etc.
- Mapping of key amenities for a preliminary housing location analysis
- Dialogue among key public agency staff and elected officials, including law enforcement and health care providers
- Convening public safety and legal counsel across the region to discuss potential and aligned responses to the Martin v. Boise decision
- Identification and discussion of potential strategies across the five impact areas

Placer County Government and Incorporated City Partners
HOMELESSNESS SERVICES PLANNING PROJECT

January 20, 2022



There were many issues and opportunities that emerged from the research and discussion. Some of the most significant findings included:

- Cross-service teams are an effective means for bringing solutions to the people who need them.
- There is a need to focus on the chronically homeless and on those who refuse services; and there is a desire to focus on those with clear ties to Placer.
- The region would benefit from a coordinated response to enforcement based on accountability with compassion.
- In order to both meet housing demand and support the ability of first responders to enforce public ordinances, there is a need to expand the housing options at all points on the spectrum – emergency, interim and permanent supportive.

- There is a need to provide more options for people who do not meet current entrance requirements for sheltering and other services.
- To promote coordination in locating housing it would be useful to get cross-jurisdictional agreement on a set of guiding criteria.
- The development of any Regional Homelessness Action Plan must involve conversations with residents and businesses – about the unhoused members of their communities and the programs, services and facilities that are in place, and how they operate – and to understand community concerns and goals.

These themes led to the development of potential strategies that were discussed and evaluated by the stakeholder groups. The list of proposed strategies advancing to the next phase of planning is presented in Section IV. It is important to note that not all strategies received consensus support from the Ad Hoc Group. **The initial focus of the next phase of the process will be to listen and respond to community concerns and goals regarding homelessness, so that elected officials across the region can make the decisions necessary to take action that will help Placer to maintain the lowest rate of homelessness in northern California.**

III. Guiding Framework

The following foundational elements (Desired Outcomes, Vision and Guiding Principles) were presented and discussed at various times throughout the process. While needing additional collaborative revision, these elements will eventually represent a shared approach to addressing homelessness in the region, as embraced by residents, businesses and local officials.

Draft Desired Outcomes

Based on research and conversations with stakeholders, the process participants propose an initial set of measurable outcomes for the region's homelessness response, organized along the five impact areas. The priority actions developed in this phase, combined with those identified in later phases, will have significant impact in these areas, as Placer moves to a more coordinated and effective system of facilities, programs, services and supports. A key step in the Phase 2 will be linking these outcome statements to data sources and developing a plan to track systematically.

Overall Outcome:

Maintain the lowest rate of homelessness in Northern California.

Prevention / Crisis Response

1. Decreased number of people becoming homeless for the first time
2. Increased number of Veterans connected with resources they are entitled to
3. More timely progression from assessment to referral to placement for individuals experiencing homelessness (E.g.: Assessment within 48 hours; referral within 72 hours; placement within 7 days)
4. Bed/placement/service provided for all those striving to advance out of homelessness, regardless of their sobriety, mental health, or criminal record

Housing and Supportive Services

1. Increased number of people transitioning from emergency placements to permanent homes
2. Decreased number experiencing unsheltered homelessness
3. Increased number of placements for people experiencing domestic violence, human trafficking, and sexual assault

System Integration and Coordination

1. Consistent understanding and application of Martin v. Boise across the county
2. Integrated response among front-line/first responders (law and fire) on ordinances related to camping/parking

3. Regular communication and collaboration between the local elected officials, law enforcement agencies, county office of education, the Continuum of Care and other partners to implement the strategic action plan

Community Engagement and Support

1. Progress toward addressing homelessness as described by key influencers and policymakers
2. Increased number of articles, editorials and/or survey results indicating support or a sense of shared responsibility for implementing homelessness solutions
3. Increased involvement in employment and training programs by local employers
4. Increased landlord participation in housing vouchers

The following draft statements were presented to the Ad Hoc group, following expressed support from the RWG. The Ad Hoc group did not reach consensus on these elements, preferring to gather feedback from their constituents prior to formally adopting any final vision statements or guiding principles.

Draft Vision Statement

“We in Placer County seek to make homelessness rare, brief and non-recurring by supporting our unhoused community members in a coordinated system of care as they work towards self-sustaining futures.”

Draft Guiding Principles

- A. We work to influence the behaviors and environments that can lead people down the path of homelessness, improving people’s dignity and safety, while keeping people off the streets.
- B. Solutions and services need to be data-driven and human-centered, based on each particular context, as we recognize that not all situations are alike.
- C. We are committed to compassion with accountability: our success will depend on the integration of new housing solutions, supportive services and compatible approaches to enforcement.
- D. By providing additional housing options, we can help provide safety and order for our whole community in addition to meeting the needs of our neighbors who are unhoused.
- E. We create and implement solutions with a commitment to shared responsibility, while respecting the autonomy of each jurisdiction and the need for flexibility and tailoring of approaches.

IV. Draft Strategies for Future Discussion

Strategies developed for consideration arose from the issues and opportunities analysis and best practices research done in the first few months of the project, as well as from discussions among the stakeholders and Regional Working Group members. These ideas were brought to the Ad Hoc Group for deliberation. Support for many of the strategies was contingent on additional analysis, implementation considerations, and community and stakeholder input.

In the section below, the draft strategies are presented within each of the five impact areas. There is a background narrative describing the strategy, including benefits and concerns often articulated about it, and in some cases where this strategy has been implemented and with what results. There is also a summary of the Ad Hoc Group's comments related to each strategy, focused on the level of support expressed.

Prevention

Making the experience of homelessness RARE through strategies that address the root causes of homelessness in addition to financial assistance and case management support that prevents individuals and families from ever becoming homeless.⁶

1A. Continue to explore need for emergency shelter in south Placer outside of residential neighborhoods with on-site services or proximate access to services.

Members of the Ad Hoc Group expressed **mixed support** for this strategy but were generally **open to further exploration**.

Background

The only shelter model in south Placer is nomadic, meaning it moves from location to location. Yet, the highest concentration of unsheltered individuals occurs in south Placer zip codes. A new emergency shelter in this area would place temporary housing closer to where the majority of homeless people are currently located. It could be established with the same operational parameters as the mid-Placer shelter, or it could include more expansive inclusion criteria consistent with a lower barrier shelter. The following paragraphs describe the low-barrier approach to emergency shelter.

Cities of all sizes throughout the country regularly turn away homeless individuals and families from emergency shelter beds because of requirements or rules of shelters that determine who can enter. These barriers can operate to keep cause unsheltered people to remain on the street.

⁶ Some of these strategies (rental assistance, eviction prevention, counseling) are well underway, yet sheltering in particular is an important backstop to prevent folks from ending up on the streets.

Eligibility Criteria that people must meet to receive shelter can include:

- sobriety (on-site breathalyzers and drug screens);
- strict curfews;
- admission dependent on chapel or class attendance;
- mandatory program participation;
- background checks;
- income requirements and verification;
- criminal records;
- credit checks; and
- required labor participation.

Remaining on the streets leaves homeless people at increased risk of exposure, violence and theft. Some communities have decided to implement low-barrier or “come as you are” shelters. Although many low-barrier shelters have different criteria to make shelter beds and services more accessible, some have chosen to create a shelter policy to prohibit the possession and use of drugs, alcohol and weapons in its facilities. There is often also an expectation that guests obey the law and behave in a manner that is respectful, non-threatening and not overly disruptive. For the most part, all rules are stripped down to health and safety considerations.

Benefits

Low-barrier shelters will allow people to gain access to safe housing who would otherwise remain on the streets or camping on public lands. People who have the highest needs can often lose shelter beds due to non-compliance issues. On a policy level, although not having a low barrier shelter isn’t non-compliant on its face, the existence of low-barrier beds may well allow the county to remain in compliance with the 2018 ruling in *Martin v. City of Boise* which prohibited law enforcement from criminalizing “behavior consistent with the eighth amendment when no sleeping space is practically available in any shelter.”

Concerns

Some argue that a low barrier shelter might not feel safe and welcoming to those who are in recovery. Additionally, it may be harder to enforce expectations around respectful behavior, especially actions that result in violence or theft. It might be challenging to re-train staff to have a shared understanding about which behaviors are a safety issue and which behaviors are a behavior management issue. Finally, low barrier shelters may experience community resistance due to perceptions of lack of safety, particularly if they allow 24/7 access to enter and exit the premises.

Potential Funding opportunities

- Emergency Solutions Grant (HUD)
- <https://www.bezosdayonefund.org/day1familiesfund>

1B. Renew conditional use permit for North Auburn emergency shelter.

Members of the Ad Hoc Group were **largely in favor** of this strategy, with many deferring to the North Auburn community for its approval.

Background

The Gathering Inn-Mid Placer is a 100-bed emergency housing and services program located at the Placer County Government Center in North Auburn. The Mid Placer shelter accommodates Placer County residents 18 years or older, who must be clean and sober and have no history of sexual related crimes. It is monitored 24/7 by at least three staff at any given time. Four full-time Case Managers work with guests to identify and work through barriers to housing, such as the need for increased income or access to continued education. Case Managers provide follow-up support for up to one year in an effort to reduce recidivism to homelessness.

Mid Placer provides basic needs such as a safe and secure campus, necessities such as clean clothing and bedding, shower facilities, and 3 meals per day. They also offer life skills courses, drug and alcohol recovery meetings, and additional groups intended to help individual development and support the move from homelessness to housing.

Benefits

The shelter's current location is on County-owned property and is close to a number of County-sponsored services. It is also easier to continue the operations of a shelter that is already in operation than to begin an entirely new project. The existing emergency shelter has been part of the collection of strategies that have combined to help Placer County maintain the lowest rate of unsheltered homelessness in California.

Concerns

A conditional use permit is needed because a homeless shelter is not a permitted use under the site's commercial zoning. Some community members have expressed concern about negative impacts to the neighborhoods, emphasizing the site's proximity to schools. Although many agree that the internal management of the Mid Placer shelter has improved over the last several years, the increase of people camping out around the Placer County Government Center in and around the beginning of the COVID-19 pandemic has resulted in a corresponding increase in community complaints, most notably that the government center feels unsafe and unsanitary.

1C. Explore Safe Park and/or Safe Camp locations

Most members of the Ad Hoc Group were strongly opposed to this strategy but a small number would entertain limited **exploration, particularly if requested by community members**.

Background

The first Safe Parking pilot was launched in Santa Barbara in 2004, when a counseling center partnered with city officials and faith leaders to open up parking lots each night for homeless families living out in their vehicles and to connect them to a continuum of care and housing. In the past, some safe parking lots that were too large or poorly run did not have positive outcomes. However, as expertise grew, safe parking lots have been successful, especially when specific protocols are followed (as to number of vehicles, security, neighborhood engagement, etc.). Safe Parking Programs utilize existing public or privately owned parking infrastructure to provide vehicle residents with a safe, reliable, and legal place to park. Lots can be for RVs, exclude RVs, or include both RVs and other vehicles. Some safe parking lots are very large and others are quite small (less than 10 vehicles). Over time, providers have learned that smaller lots with case management and security are more optimal than other choices.

In Santa Barbara, a driver's license, vehicle registration, and vehicle insurance are required to enroll in the shelter component of the program. In addition, they also offer rapid rehousing services and other housing assistance services to community members through the program, having transitioned nearly 1,000 program participants into permanent housing since 2004. They operate the Safe Parking Program in cooperation with numerous local churches, governmental and nonprofit agencies, and businesses, and their program has served as a model for dozens of communities throughout the country. They have created a Safe Parking Program Manual that is a guide created for other communities seeking to begin their own program to assist the vehicular homeless. The manual outlines best practices, challenges, tips, and "pearls of wisdom." There is also an extensive three-day training program.

Another Safe Park Program in Boulder, CO identified the following best practices:

- Robust community engagement;
- Location in a parking lot of a faith-based venue with nonprofit management;
- Safe parking for about eight to ten (8-10) vehicles;
- Transitional housing plan for each person with case management ;
- Onsite security;
- No RV's (for this pilot);
- Cost free for parking participants;
- Specific minimum amenities;
- Anticipated outcome of at least 75% residents achieving stabilized housing within two years;
- Focus on particular population of unhoused individuals (with vehicles) that currently aren't eligible, aren't able to reside in shelters, or don't fare well in shelters – i.e. older adults, couples, small families, single parents, people with specific medical conditions that make group situations difficult, or people with support animals;

- Complements Housing First strategies

Benefits

A person's vehicle can represent a personal refuge: the last remaining link to a sense of privacy, stability, and personal autonomy. Adequate shelters are also commonly inaccessible to vehicle residents because there is no place to leave the vehicle. For many, their vehicle is their home. Unfortunately, many parking restrictions effectively banish vehicle residents from parking in many locations. Often, vehicle residents are unable to pay for citations, which then evolve into criminal infractions. Other laws commonly allow for the impoundment of a vehicular home, forcing vehicle residents to endure even greater trauma on the street. And, contrary to the beliefs of critics, there is no data to suggest that safe parking incentivizes homelessness. Rather, safe parking catches individuals using vehicles before they slip into abject homelessness. In fact, data indicates a high rate of safe parking participants transitioning into stable housing with a rate of 65-70% that may be higher than most shelter rates.⁷

Other potential positive impacts of a Safe Park include the following:

- Can reduce fire hazards and poor water quality conditions.
- Unsafe structures, open flames, and the proliferation of trash can be regulated.
- Protects parks and greenspaces from improper use
- Provides monitored area for people who cannot/will not access shelter and/or will not abandon vehicles
- Protects neighborhoods with limited parking
- Provides a new shelter model without any financial commitment from City/County
- Makes visible a previously invisible population and connects them with services
- Increases the safety of parking lot participants and neighborhoods
- Increases opportunity for successful transition to affordable housing because people are able to get a good night's sleep and maintain personal hygiene vital to successful employment
- Demonstrates solid success in transitioning unhoused individuals into permanent housing with case management/supportive services. Safe parking program provides connecting links to available services.
- Provides a gap service that complements a Housing First approach with no additional City financial commitment.

Concerns

In locations that already have initiated Safe Park Programs, opponents often report that safety is their primary concern. The biggest bone of contention is background checks, as critics argue

⁷ <https://bouldercolorado.gov/media/4171/download?inline>

that all participants should be subject to criminal background checks before they can join in the safe lot program as anything less would jeopardize the safety of nearby residents. Neighboring residents aren't worried about whether the person has a record of misdemeanors or property crimes; they are primarily interested in knowing whether the participant is a violent felon or a sex offender. Communities also frequently voice worries about operational challenges, as comprehensive background checks could potentially be expensive and time-consuming to conduct. Other critics claim that it's not the people admitted into the Safe Parking Program who concern them; it's those who are turned away and end up making neighborhood streets their home.

Crisis Response

Making the experience of homelessness as BRIEF as possible through culturally specific programs and services that create pathways out of homelessness and into permanent housing.

2A. Expand partnerships between law enforcement and social services for outreach and response

Members of the Ad Hoc Group were **highly supportive of** this strategy, pointing to its current success.

Background

In Placer County, the Homeless Liaison Team is coordinated by the Placer County Sheriff's Office, Probation, and Health & Human Services. The Team is assigned to different areas throughout the County, where they work with HHS and The Gathering Inn to help find shelter and provide resources for the homeless. The City of Roseville Police Dept. Social Services Unit (SSU) also works with a Social Worker to locate and secure services available to homeless individuals, including identifying shelters to provide services and referrals to identify mental health services and finding family connections to attempt reunification. Expansion of this partnership would provide more resources for mobile assessment and mobile services, such as the renovated bookmobile, that will also include a mobile court.

Benefits

A pre-arrest diversion program directs those arrested for low-level drug and other offenses away from prosecution and incarceration and toward intensive, trauma-informed case management and support, often including counseling, housing, and drug treatment. These types of programs provide law enforcement and other related agencies with an option outside of the formal criminal justice system in response to those dealing with substance abuse and mental health issues, homelessness, and extreme poverty. The presence of a trained practitioner or social worker can greatly increase the engagement outcomes in contrast to what is possible with law enforcement alone.

Concerns

Any additional programs would incur more costs, for both training and ongoing implementation. Additionally, much of the staff time spent in this popular model is not billable to health insurance and/or other state and federal funding sources that fund most behavioral health and social services. Inter-agency partnerships might also incur complications with respect to decision making authority and communications.

2B. Explore the potential of a Sobering Center (short-term respite and urgent care center for people experiencing intoxication or mental health crises) with appropriate services and support.

Members of the Ad Hoc Group expressed **cautious support** for this strategy and were **interested in further exploration**.

Background

A sobering center is a short-term care facility that operates 24 hours a day, seven days a week, to allow individuals who are intoxicated and nonviolent to safely recover from the debilitating effects of alcohol or drugs. Sobering centers are designed to be short term, as they have lengths of stay ranging from four to just under 24 hours, which makes them separate and distinct from two other kinds of alcohol-related care facilities: detoxification centers, which support individuals in the gradual and complete cessation of alcohol consumption over a period of days, and sober living houses, which provide a group residential setting for those in recovery and abstinent from drugs and alcohol.

While at the sobering center, clients are monitored regularly for negative effects of intoxication, including alcohol poisoning and drug overdose. A primary goal of sobering centers is to help connect clients to other community services providing care for substance use, mental health, or stabilization. Sobering programs provide safe environments and critical access to a range of community health services for at-risk populations, while relieving pressure on both the emergency medical system and law enforcement by diverting rapidly growing numbers of intoxicated adults from emergency rooms and jail.

Benefits

The role of a sobering center in helping provide care for those with comorbid homelessness and substance use, therefore, cannot be overstated. Practical, onsite interventions to improve quality of life can include shower and hygiene facilities, clean clothing, delousing care and medication, laundry, food, and oral rehydration. Care coordination services may include peer navigation, case management, and referrals to shelter or housing.

Best Practices:

- A compassionate, streamlined service model which minimizes barriers such as paperwork, eligibility requirements, and complex intake processes.

- Around-the-clock staffing and services that allow sobering centers to provide an immediate response to individuals in crisis while facilitating timely communication with other service and referral partners.
- The ability to be flexible and pivot to meet the specific needs of individuals as well as the community at large has been cited as important for sobering centers.

Concerns

Sobering centers can bring up a worldview conflict surrounding the root cause of addiction, especially in regards to how to best care for a person who is publicly intoxicated or under the influence. Some argue that placement in a jail cell is a more appropriate response, as managing people under the influence of unknown substances takes a lot of resources and can be dangerous. Critics of Sobering Centers argue that they are places without financial or legal consequences which potentially enable problematic or illegal behavior. Others worry that most Sobering Center patients won't pursue additional help either from a treatment or rehabilitation program, resulting in costly expenditure without long-lasting results.

Potential Funding sources:

- Medi-Cal
- Proposition 47
- No Zip Code Left Behind
- Proposition 63 (the Mental Health Services Act)
- Edward Byrne Memorial Justice Assistance Grant

Source: <https://www.chcf.org/wp-content/uploads/2021/07/SoberingCentersExplainedInnovativeSolutionAcuteIntoxication.pdf>

Housing and Supportive Services

Making the experience of homelessness NON-RECURRING through permanent housing and by advocating for additional affordable housing opportunities.

3A. Explore the possibility of growing the amount of supportive interim housing by converting hotels/motels into interim housing informed by siting criteria.

Members of the Ad Hoc Group were **mostly in favor of** this strategy and were **open to further exploration**.

Background

Though it takes many forms, transitional housing or supportive interim housing broadly refers to temporary housing for different segments of the homeless population or those experiencing a crisis. Certain types of transitional housing might focus on different populations, such as those experiencing domestic violence, mental health challenges, suffering from drug addiction, or experiencing temporary homelessness. Transitional housing

intends to equip people with the tools, structure, and support they need to re-enter permanent housing and be successful in their futures.

While specific lengths of stays at transitional housing facilities vary, they are intended to be temporary solutions that can help people transition from homelessness or another crisis into permanent housing. Lengths of stays at transitional housing facilities range from a couple of weeks to a few years.

Currently, Project Homekey provides an opportunity for state, regional, and local public entities to develop a broad range of transitional/interim and/or permanent housing types, including but not limited to hotels, motels, hostels, single- family homes and multifamily apartments, adult residential facilities, and manufactured housing, and converting commercial properties and other existing buildings.

Benefits

Transitional housing is intended to bridge the gap from a crisis — such as abuse or homelessness — into permanent housing. Typically, transitional housing is more private than other emergency homeless shelters. Transitional housing’s goal is to offer a safe space in which people can process their trauma, work on the issues that led to their homelessness, and build a supportive network that will help them in the future.

Project Homekey is an innovative way to repurpose existing buildings and expand the supply of affordable housing needed to bring people indoors and provide the necessary services to help solve their homelessness. A key benefit of this program is that it doesn’t require building entirely new facilities. An additional positive aspect of this strategy is that there is ample state and federal funding available to support it.

Concerns

One key concern is that the funding is not guaranteed. The county will have to apply for the funding. The Project Homekey Round 2 Notice of Funding Availability (NOFA) was released on September 9, 2021, and the Project Homekey Round 2 Application was made available in late September 2021. Completed applications will be accepted on a rolling basis until funds are exhausted or May 2, 2022, whichever comes first. Additional concerns are community resistance to the siting of the interim housing location

3B. Resume focus on additional permanent supportive and/or affordable housing and distribute across the region.

Members of the Ad Hoc Group expressed **mixed support** for this strategy but were generally **open to further exploration**.

Background

Of those currently staying in an emergency shelter, about 50% are ready for a housing option immediately.⁸ On any given day there are between 125 to 150 people in an emergency shelter, meaning between 63 and 75 are ready for an immediate housing option.⁹ Of those who are unsheltered, about 25% are ready for a housing option.¹⁰ During the 2021 homeless count, 328 people were designated as unsheltered, meaning about 80 would be ready for a non-shared permanent supportive housing option. A successful Homekey award should put a sizable dent in this number.

Currently Placer County has scattered Permanent Supportive Housing (PSH) and affordable housing sites which has been successfully maintained for 20 years. No permanent supportive housing (PSH) has been purchased in over a year. The community will need to resume such purchases or risk regressing on some of the outcomes identified through this process, such as maintaining the lowest rate of homelessness in Northern California. The question of where to locate any new housing sites remains one of the biggest questions to answer, although it appears that there is the highest level of support for placing any new PSH out of residential neighborhoods (either in rural areas or near homeless resources).

Placer County, similar to the state as a whole, has had an ongoing affordable housing shortage. Nearly 40% of all households are housing cost burdened in unincorporated Placer County. Permanent Supportive Housing (PSH) clients can make use of a voucher to subsidize their housing. Typically, residents must pay between 30 and 50% of their income and/or must qualify for a voucher or subsidy either through: mental health status, disability, income level, and/or involvement in a program that offers vouchers based on veteran status, family status/income, etc.

In 2020-21, 246 people resided in permanent supportive housing units in 2020-21, a 6% increase over the previous fiscal year. Placer County Housing coordinators helped 53 people move into permanent supportive housing, a 12% decrease over the previous fiscal year. These declines were likely due to a combination of workforce challenges and reduced housing availability brought on by the eviction moratorium.

Benefits

In addition to reducing the bottleneck in the Continuum of Care in which people who are ready for housing are not able to find any vacancies, increasing the supply of permanent supportive and affordable housing may prevent Placer County from facing harsher penalties from the State's new policies aimed at cities who fail to meet their development targets.

⁸ Data source: Placer County Adult System of Care, 2021

⁹ Ibid

¹⁰ Data Source: Placer County Adult System of Care, 2021

Concerns

Housing developments are costly, both in time and financial resources. There are additional potential barriers in terms of prohibitive zoning regulations and community opposition, especially the permanent supportive housing is sited in residential neighborhoods and includes single men rather than families.

3C. Adopt Placer County regional housing siting criteria and apply them consistently.

Members of the Ad Hoc Group were **largely in favor** of this strategy.

Background

Opposition to housing developments tends to revolve around similar arguments including increased crime, decreased property values, greater infrastructure strain and compromising the character of the neighborhood. When there is a perception that proponents of a housing project are dismissive of concerns or withholding information, this can intensify opposition and create feelings of mistrust. Therefore, it is important for projects to listen and be responsive to community concerns. One of the key ways that Placer County can address potential concerns with respect to housing projects is to adopt regionally consistent housing siting criteria and share those criteria with residents and community members.

Benefits

Local opposition to the siting of homeless housing and services often creates costly obstacles to the provision of more housing and services for homeless people. It is important to adopt a regionally consistent approach to the development of housing siting criteria to foster community acceptance, allowing developers/sponsors of homeless and housing services to obtain funding and land-use approvals with fewer delays and reduced development costs. The regionally consistent criteria must respond to the legitimate concerns of the local community, while supporting the needs of both current and prospective residents. If each city uses different criteria, it will create challenges in the framing and implementation of an effective regional communications strategy.

Concerns

Each city in the county, regardless of how close in location, has a unique culture with particular needs, and there is a potential that the emphasis on regional coordination will not allow for the nuance necessary for each jurisdictional context. Care will need to be taken to make sure that cities do not feel that their autonomy and responsibility to advocate for their own residents is threatened or overlooked in the efforts to create a shared regional approach.

3D. Explore creative solutions for point-to-point transportation.

Members of the Ad Hoc Group expressed **mixed support** for this strategy but were generally **open to further exploration**.

Background

Some of the unhoused people in Placer County have reported that it can take up to an entire day to travel to and from appointments or to the grocery store, due to transportation limitations. Point to Point transportation would allow more flexibility in siting new housing locations while still guaranteeing people can access necessary goods and services. Existing programs in other cities¹¹ provide clients rides to places such as medical appointments, labs, pharmacies, the DMV, the post office and other locations.

Benefits

Mobility gives people independence. Point to point transportation is particularly helpful for those individuals who are physically or cognitively unable to ride public transportation. Additionally, these types of programs make sure that even those who are isolated, don't have a vehicle or can't access a computer can still get their needs met.

Concerns

The biggest issue with this type of program is the cost and coordination of operations. There is also concern that it would be redundant to provide this kind of service, and it might be better to support the public transit that already exists rather than starting new programs.

System Integration and Coordination

Promote and sustain a sense of shared responsibility and clarity of roles.

4A. Evaluate and strengthen Coordinated Entry/211.

The Ad Hoc Group did not discuss this strategy yet did not express reservations in prior meetings.

Background

The Coordinated Entry System (CES) is an assessment process designed to quickly identify, assess, refer, and connect people in crisis to housing and assistance no matter where they initially ask for help. It is a shared tool that is used by homeless programs working collaboratively within a community to match people experiencing homelessness to the most appropriate housing and services. The U.S. Department of Housing and Urban Development requires all projects funded under Continuums of Care (CoC) to utilize CES. CES integrates Housing First, Harm Reduction, and Trauma Informed Care approaches into its housing and

¹¹ See examples in Filling the Gap: Volunteer Transportation Programs (https://www.sacog.org/sites/main/files/file-attachments/filling_the_gap_-_a_guide_to_volunteer_transportation_programs.pdf?1573582397)

supportive services. In Placer County, the Homeless Management Information System provides a coordinated platform for multiple agencies to assess and serve unhoused people. All 30 participating agencies can be found [here](#).

Benefits

CES is meant to help people move through the system faster by reducing the amount of time they spend moving from one program to another before finding the right match. It can also reduce homelessness by offering prevention and diversion services upfront when that is the most appropriate solution, rather than entering the homelessness system. Like all programs, Placer County's Coordinated Entry program would benefit from periodic process and outcome evaluation in order to make continuous modifications and improvements.

Concerns

One substantial concern is the lack of clarity of who should take on the evaluation of the CES, as well as questions around where additional funding to undertake the process will be sourced.

4B. Implement regionally-compatible ordinances and law enforcement practices.

The Ad Hoc Group did not discuss this strategy but expressed support in prior meetings.

Background

There are different approaches to defining and enforcing camping and sit/lie/sleep ordinances across the region. These differences can create a situation in which unhoused individuals will gravitate to the community with the most lenient restrictions. The recent *Martin v. Boise* legislation created some judicial opinion about the legality of no-camping ordinances; but it also left many questions unanswered.

Benefits

Having a consistent, or at least coordinated, approach to these no-camping ordinances will allow Placer County to respond uniformly to the parameters of the *Martin v. Boise* decision. It will also make sure that each city is better able to leverage their existing resources in partnership with neighboring cities.

Concerns

Similar to the conversation around a regional approach to adopting housing siting criteria, each city in the county, regardless of how close in location, has a unique culture with particular needs and there is a potential that the emphasis on regional coordination will not allow for the nuance necessary for each jurisdictional context. Care will need to be taken to make sure that cities do not feel that their autonomy and responsibility to advocate for their own residents is threatened or overlooked in the efforts to create a shared regional approach.

4C. Designate an interjurisdictional task force to provide stewardship of, and advocacy for, the Strategic Action Plan.

The Ad Hoc Group did not discuss this strategy yet did not express reservations to it in prior meetings.

Background

A plan is only good if it is successfully implemented. After a path forward is agreed upon, the stakeholders must also delegate the implementation roles responsibilities for each component of the strategic action items.

Benefits

Everyone will benefit if there is clarity and accountability with respect to making sure that the actions are followed through in a timely and efficient manner.

Concerns

The follow through on the plan will take additional time and resources, both for ongoing meetings and for potential new roles or added workloads for existing positions. There is also concern that the people tasked with moving the plan forward might not have the authorizing authority or funding access needed to make key decisions, especially with mandates that exist across different jurisdictions and dependent on multiple funding sources.

Community Engagement

Increase public awareness, understanding and support regarding homelessness and the response strategies.

5A. Create regionally-coordinated, public information around homelessness.

Members of the Ad Hoc Group were **largely in favor** of this strategy.

Background

How we talk about addressing homelessness in our communities matters. But while researchers and practitioners have been developing significant evidence around what works programmatically and systemically, we often don't employ the most effective ways to talk about the work in order to inform individuals and communities about our efforts. That means we need all our communication to clearly broadcast **why** we do what we do—to talk openly about how actions align with our proposed outcomes.

Additionally, the people we are trying to engage in this work need to see themselves in the stories in order for them to understand and connect with their own roles. Stories need to be told about what addressing homelessness has meant to landlords, small business owners, and police officers, along with the many other champions and potential champions in our communities. Most people don't understand how a variety of federal, state, and local policies affect housing stability and homelessness. As a result, some may overestimate the connection between individual choices and homelessness or that there is nothing public agencies can do to prevent and end homelessness. In order to inform the community, regional stakeholders should develop a unified communications so that we can be sure that everyone has access to the same information and facts.

Benefits

To build momentum for change, it is necessary to connect all the dots of how our policy decisions affect individuals in ways that might push them into homelessness or make it difficult for them to exit homelessness. And we need to describe what would happen if those policy decisions changed. For example, when growing communities create new jobs, but housing development fails to keep up with the demand, lower-wage workers and retirees get priced out of the market, often with no place to go. For our neighborhoods to be vibrant, prosperous places where all people can thrive, we must make sure that local land use policies allow the supply of housing to keep up with demand. This intentional, collective approach can respond to community concerns or hone our strategic actions.

Concerns

An overly slick or uncomplicated public relations campaign can have the opposite effect of that which was intended, leading community members to feel insulted, ignored or manipulated. It is important that all communications remain honest and straightforward while resisting the temptation to simplify the issue or gloss over any controversial points. An additional concern might be that each city will want to have their own communication style and approach.

V. Next Steps

With this report's discussion of the benefits and concerns related to these potential desired outcomes and strategies – the first phase of this process draws to a close. In the next few months, many of the stakeholders who have been involved will be invited to continue their participation as we translate the strategies into specific initiatives. In addition, there will be a broader community dialogue, including presentations to the decision-making bodies in each of the jurisdictions, as well as two town-hall-style conversations in both south and mid-Placer with residents and businesses across the region. And throughout this process, there will continue to be opportunities to get feedback on the emerging strategies from people who are currently or previously served by our continuum of care.

Ultimately, Placer's Regional Homelessness Response will identify those strategies and actions that can be pursued in the near-term, including who will be engaged in their implementation, where the funding will come from and in what timeframe there can be measurable progress. It is hoped that all of this will be guided by a shared vision, operating principles, mutually desired outcomes and a commitment to working together to achieve those outcomes.

Communities across the U.S. are struggling with how to address the multi-faceted issues that contribute to homelessness; and Placer shares many of those struggles. But the region also has a robust and vital network of social services, health care and law enforcement programs to meet these challenges. And there are significant and time-sensitive funding programs to support many of the strategies. Clearly, this is a time of great need and great opportunity. In pursuing a strategic homelessness response, Placer will be positioned to strengthen its homelessness response and make a difference in the lives of many mid- and south-Placer residents.

VI. Appendices

Appendix A: Rosters of Stakeholder Groups Convened in Phase One of the Regional Homelessness Response Process

Appendix B: Summary of Existing Conditions

Appendix C: Preliminary Mapping of Homelessness Services and Resources

Appendix D: Preliminary Mapping of Housing Locations Near Priority Amenities

Appendix A: Rosters of Stakeholder Groups Convened in Phase One of the Regional Homelessness Response Process

Steering Group Members

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Todd	Leopold	Placer County	County Executive Officer
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Robert	Oldham	Homeless Resource Council of the Sierras	Health and Human Services Director, Interim Health Officer, Chief Psychiatrist
Amy	Ellis	HRCS	HHS Adult System of Care Deputy Director
Scott	Thurmond	HRCS	Continuum of Care Coordinator
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Aly	Zimmermann	Rocklin	City Manager
Trent	Jewell	Rocklin	Police Captain
Kristine	Mollenkopf	Lincoln	City Attorney
Matt	Alves	Lincoln	Police Chief
John	Donlevy, Jr.	Auburn	City Manager
Ryan	Kinnan	Auburn	Police Chief
Sean	Rabé	Loomis	Town Manager
Wes	Heathcock	Colfax	City Manager
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Jim	Holmes	Placer County	Supervisor
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Bruce	Houdeshelt	Roseville	Vice Mayor
Jill	Gayaldo	Rocklin	Mayor
Bill	Halldin	Rocklin	Vice Mayor
Alyssa	Silhi	Lincoln	Mayor
Paul	Joiner	Lincoln	Council Member
Matt	Spokely	Auburn	Mayor
Daniel	Berlant	Auburn	Council Member
Jennifer	Knisley	Loomis	Mayor Pro Tempore
Danny	Cartwright	Loomis	Council Member
Marnie	Mendoza	Colfax	Council Member
Trinity	Burruss	Colfax	Mayor Pro Tem

Appendix B: Summary of Existing Conditions

In the first two months of the process, the project team conducted a review of the current system of services and resources in the mid- and south-Placer region, along with a survey of best practices with respect to homelessness response around California and the nation. The results of those studies were presented in the Existing Conditions Report (MIG, September 2021, available upon request). The following is an executive summary of that report.

A Snapshot of Homelessness in Placer County

Based on the latest data (2020), Placer County experiences the lowest rate of homelessness in northern California, the fourth-lowest rate of homelessness in the state, and the lowest rate of unsheltered homeless in the state. Since the report prepared by Dr. Robert Marbut in 2015¹² that documented his study of homelessness in Placer County, the region has increased its capacity of beds and services, which has helped bring down the chronic rate of homelessness. At the same time homelessness and blight have become more visible due to a variety of factors including the COVID pandemic, which has created a number of issues from economic stress to health concerns. There have been strains on our shelters as currently configured, and recent court rulings have established the right to camp when insufficient bed options are available. Additionally, there are a small group of individuals who decline services and who regularly use resources in our criminal justice and healthcare system.

Key pieces of supportive data include:

From the Roseville Point in Time survey 2020

- **73%** lived in Placer County for over a year before becoming homeless

From the most current HMIS¹³ data (July 1, 2020 to June 30, 2021)

- **1,168 individuals** actively homeless
- **29.3%** were experiencing chronic homelessness¹⁴
- **70.7%** were experiencing non-chronic homelessness.
- Of the total, **590 or 51%** of those actively homeless reported having a disability.
- **78** people were returning to homelessness from permanent housing.

¹² 'Homeless Needs Assessment and Action Plan for Placer County' by Marbut Consulting: Robert G. Marbut Jr., Ph.D. and Shaun Lee, MSW, MBA, March 30, 2015

¹³ A Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. HMIS draws from a by-name list of people experiencing homelessness in the Placer community. HMIS and the by-name list represent several different sources that can help paint a picture of homelessness and, like any source, come with caveats. For instance, while the by-name list strives for real-time information there may be more current information around housing obtainment that might not be updated. Moreover, it is common for people to go in and out of suitable housing, and those periods of suitable housing may not be captured in HMIS.

¹⁴ Chronic Homelessness is defined as having a disability and living in a shelter, safe haven, or place not meant for human habitation for twelve continuous months or for four separate occasions in the last three years.

- **223** people had reconnected with HMIS after a period of being inactive or non-responsive to services.
- **446** individuals were housed into permanent supportive housing or a permanent destination.

The distribution of permanent supportive housing units across Placer County shows a higher concentration in Roseville and Auburn. Currently, the inventory of Placer County beds spans the spectrum from emergency housing to long-term permanent housing.

Best Practices and Current Services in Placer County

The “best practice” model for identifying effective approaches has proven successful through rigorous scientific research in other fields and can be adapted and applied to the context of addressing homelessness. The full report includes a brief overview of the current best practice strategies currently being used to address homelessness, as well as appendix with an inventory of Existing Efforts in Placer County.

Issues and Opportunities

This project examined and assessed the County’s status of homelessness response in five impact categories and developed an initial list of issues and potential opportunities within each, with the issues more briefly summarized here:

Prevention: *Addressing the factors and root causes that lead to homelessness, including domestic violence, job loss/unemployment, foster care emancipation, health crises, substance abuse/addiction or other behavioral health challenges.*

There are many resources that seek to prevent individuals and families from losing their homes -- financial assistance, job training and placement programs, family support and social services, including drug treatment and mental health counseling. With the COVID-19 pandemic disrupting the economy more individuals and families found themselves in financial hardship, even with extended unemployment benefits, direct payments and moratorium on housing evictions.

Crisis Response *(including outreach, engagement, intake, assessment and referral): Meeting people where they are and assessing their needs; identifying and connecting to appropriate resources and systems.*

Law enforcement personnel often have the most contact with the chronically homeless population, providing an important point of contact for the latest information and referral. It is of critical importance that there are enough points of contact with unhoused individuals and that personnel are trained and equipped for interfacing with these individuals, including having access to the services and supports available to meet their needs.

Housing and Supportive Services: *Providing shelter and housing -- from emergency shelter to transitional to permanent supportive housing -- and services to stabilize and support (i.e., recovery, mental health, medical, job training, food and clothing, financial assistance, case management).*

In our interviews with shelter residents, they noted that the chronic issues of mental health and substance abuse are key factors that prevented individuals from sustaining shelter and the means for supporting themselves. Among those interviewed were law enforcement personnel, including some who expressed frustration with homeless people who they report as unmotivated to change their situation. Some believe that the incentives (or the system) may not always encourage chronically homeless individuals to make use of shelter or housing options. Interviewees agreed that those who have lifted themselves out of homelessness have had to be tireless self-advocates.

Integrative Programs and Systems: *Knitting together the services, programs, and resources into a single system of support; sharing information to avoid duplication, increase impact, and leverage funding opportunities.*

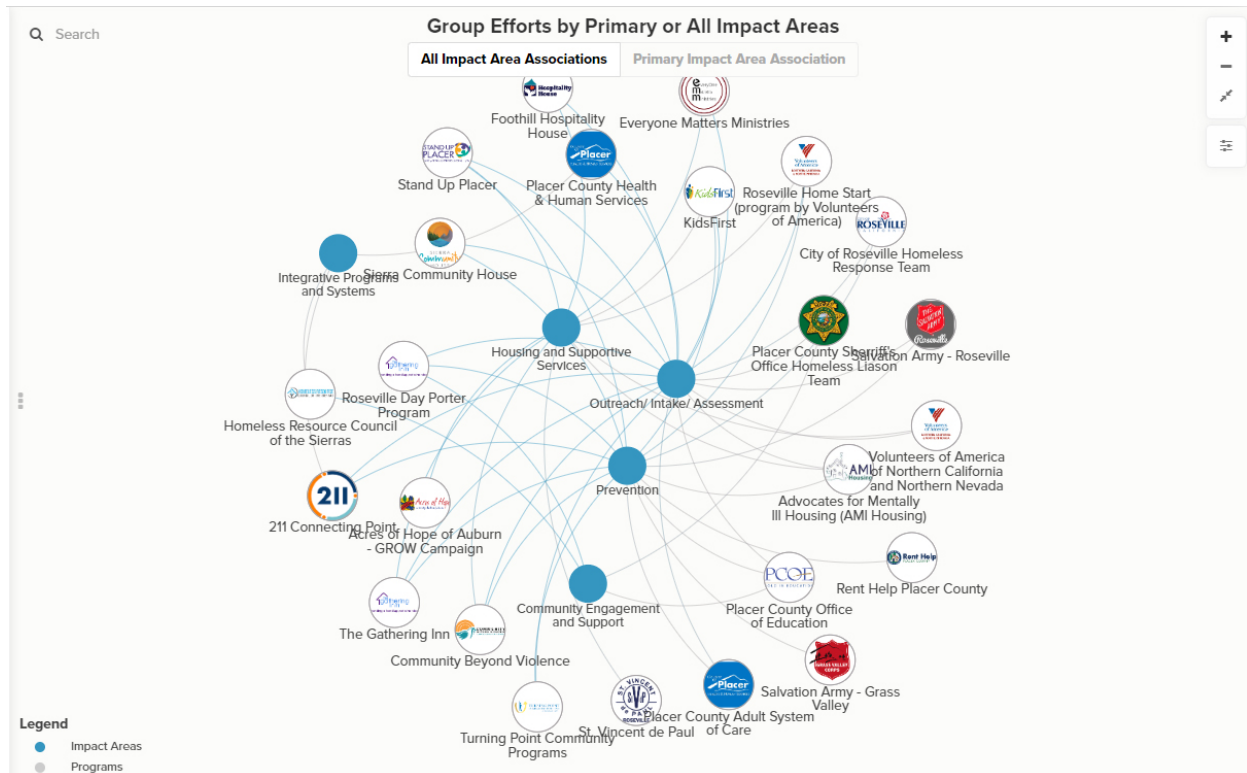
The Homeless Resource Council of the Sierras, as the U.S. Department of Housing and Urban Development (HUD)-designated Continuum of Care consortium for Nevada and Placer Counties, is charged with promoting regional coordination in homelessness services. They meet monthly and report on activities from the health and human services, education, and housing perspectives. There is an opportunity for enhancing coordination across the region by providing more visibility and more direct interface with decisionmakers and other partners.

Community Engagement:

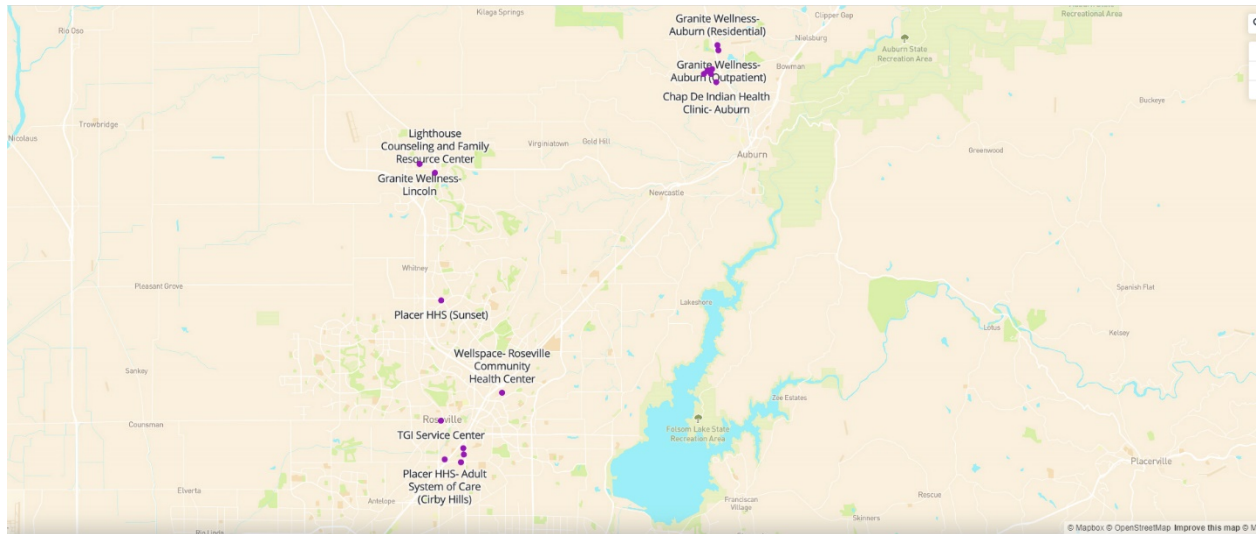
Many Placer County residents are sympathetic to the homeless population, yet express concern about housing and service options that are located within residential neighborhoods. There have been some widely publicized examples of community resistance fueled by a perceived lack of transparency in siting homeless services and facilities. There is a need to increase engagement and education of landlords to prevent evictions and improve tenant-landlord relationships over time, as well as communication efforts that invite community members to engage on homelessness issues and solutions.

Appendix C: Preliminary Mapping of Homelessness Services and Resources

MIG created a database of local programs and resources connected to homelessness response and used that to populate a geolocation map and network map. These tools are dynamic and can be used to illustrate and support coordination and service referrals.



<https://kumu.io/MIG/placer-county-homelessness-solution#service-locations>



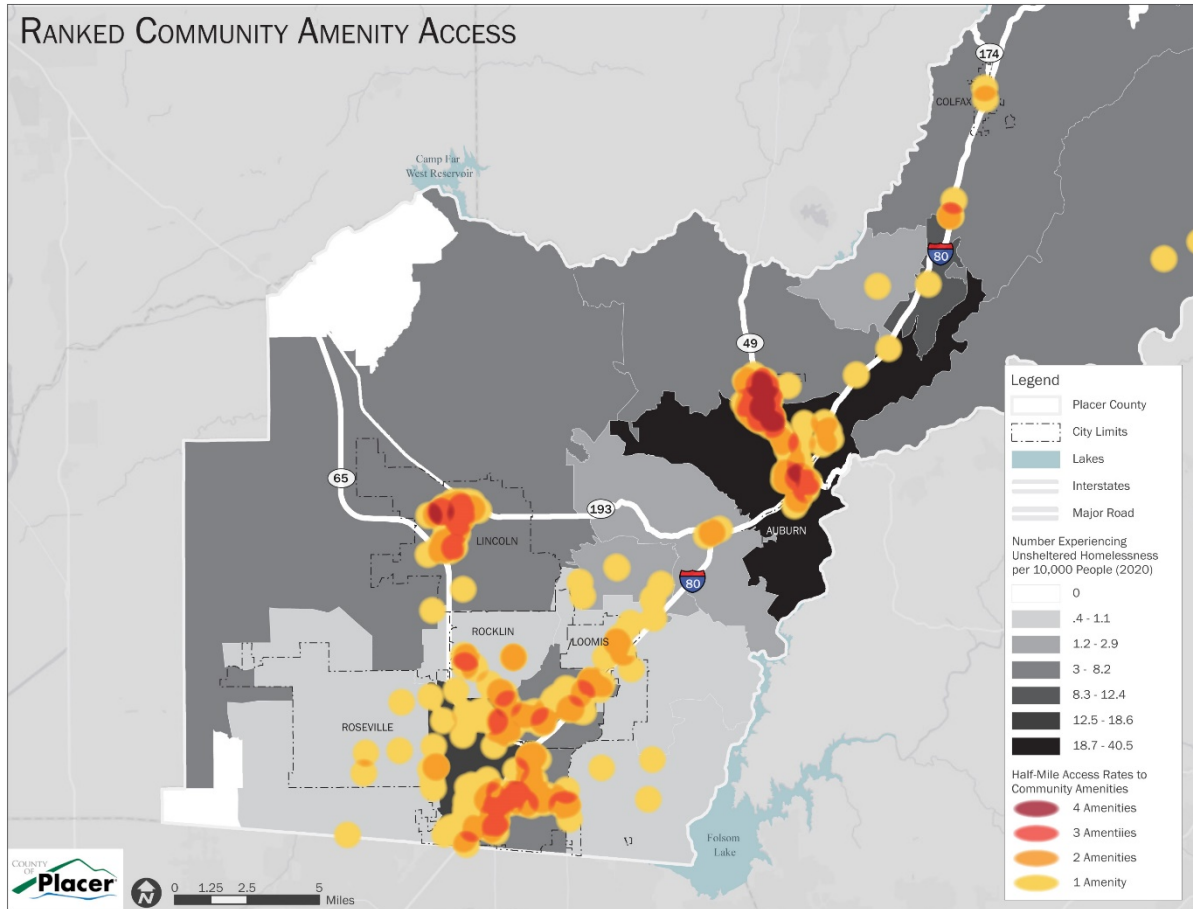
Placer County Service Locations
migcom

Design your own maps with Mapbox Studio

[Sign up](#)

https://api.mapbox.com/styles/v1/migcom/ckvb4um1g0aip14pax2m0z9u5.html?title=view&access_token=pk.eyJ1ljoibWlnY29tliwiYSI6ImNrUllYc3MifQ.isgDkadcGHvdQKkSC1ohfQ&zoomwheel=true&fresh=true#10.58/38.8324/-121.1525

Appendix D: Preliminary Mapping of Housing Locations Near Priority Amenities





COUNCIL COMMUNICATION

CC #: 1976

File #: 0400-04-12

Title: Sierra Vista Specific Plan - Parcel KT-20 and KT-30 - Affordable Unit Transfer

Contact: Shelby Maples 916-746-1347 smaples@roseville.ca.us

Meeting Date: 3/16/2022

Item #: 10.1.

RECOMMENDATION TO COUNCIL

At the January 27, 2022 Planning Commission meeting, the Planning Commission recommended the City Council take the following actions on the project:

- A. Adopt a resolution approving text and map amendments to the Sierra Vista Specific Plan; and
- B. Adopt the five (5) findings of fact and introduce for first reading an ordinance approving the First Amendment of the Baseline P&R, LLC Development Agreement by and between the City of Roseville and Sierra Vista Communities, LLC.

BACKGROUND

This Council Communication provides a summary evaluation of the project and a summary of the January 27, 2022 Planning Commission hearing. A more detailed background and evaluation is provided in the Planning Commission staff report, included as Attachment 1.

Background/Project Description

The subject large lot parcels, KT-20 and KT-30, are located in the Sierra Vista Specific Plan area (SVSP). On December 10, 2015, the Planning Commission approved a Tentative Subdivision Map (SVSP KT Properties Tentative Subdivision Map, File No. PL13-0096) within the SVSP to allow the creation of 1,163 single-family lots, one (1) High Density Residential lot, one (1) school lot, two (2) park lots, 53 landscape lots, and eight (8) open space lots, and an Administrative Permit to reallocate residential units between villages. Additionally, PL13-0096 reduced the overall number of units within the SVSP by 21 units, and modified the development standards for SVSP Medium Density Residential Villages KT-20, KT-21A, and KT-21B.

In January 2018, the City administratively approved an Extension of the Tentative Subdivision Map (PL13-0096) and an Administrative Permit for Unit Transfers, granting a six (6) year extension of the tentative map and allowing the transfer of 21 Medium Density Residential (MDR) units to parcel KT-30 (File No. PL17-0305). This resulted in total of 171 allocated units to parcel KT-30, which is the current allocation.

The current request would transfer the obligation to provide 31 affordable units on parcel KT-20 to

parcel KT-30 within the SVSP. With the transfer, the units will be redesignated, converting the 31 middle-income purchase units to 16 low and 15 very low-income rental units. Parcel KT-30 has a land use designation of High Density Residential (HDR) with a total unit allocation of 171 units. The total affordable unit allocation for parcel KT-30 will be 155 units with the proposed amendment, including 78 low-income rental units and 77 very low-income rental units. As the request modifies the Affordable Housing section of the SVSP as well as the obligations in the Development Agreement, both a Specific Plan Amendment (SPA) and Development Agreement Amendment (DAA) are required.

Summary Evaluation

As described above, the project involves the transfer of the obligation to provide affordable units from large lot parcel KT-20 to parcel KT-30. The 31 units will be converted from middle income purchase units to 16 low and 15 very-low income rental units. A SPA is required to remove parcel KT-20 from the affordable housing allocation table (Table 5-3) and map (Figure 5-1) within Chapter 5 of the SVSP. The Specific Plan table was also updated to reflect administrative changes that have occurred since the last SPA, as well as to track the current project file number and a description of the proposed amendment. The total number of units within the SVSP and the number of affordable units allocated within the SVSP will remain the same. As proposed, the SPA is consistent with the goals and policies of the SVSP.

The project includes a first amendment of the Baseline P&R, LLC DA. The DA will be amended to reflect the proposed affordable obligation transfer and conversion of unit type. The proposal is beneficial to the City in that more units will be allocated to the low and very low income rental housing inventory. According to the Housing Element, adopted by the City Council on August 18, 2021, the City of Roseville has a deficit of approximately 1,791 low and very low income housing units in comparison to the City's Regional Housing Needs Allocation (RHNA). The City's RHNA is assigned by the State and the Sacramento Area Council of Governments (SACOG), based on a fair-share assessment of housing demand in the region divided into a range of income categories. While moderate income purchase housing is also an important component of the City's housing portfolio, the Housing Element shows that the City currently has a surplus of approximately 3,006 units in that category. Therefore, if approved, the change will reduce the deficit in the low and very low income category while maintaining a surplus of moderate income housing units, contributing to the City's affordable housing goals. No other changes to the DA are proposed. As proposed, the DAA is consistent with the General Plan, SVSP, and Zoning Ordinance.

Public Outreach

A notice of the Planning Commission public hearing was sent to neighbors and property owners within 300 feet of the project parcels, as well as published in the newspaper and online. Following publication of hearing notices and the staff report, staff received one comment letter. The comment letter addressed distribution of affordable housing in the SVSP, as well as identified tabulation errors in the exhibits. The comment was noted and corrections were made to the identified table prior to the Planning Commission hearing.

Summary of Planning Commission Meeting

The project was heard by the City's Planning Commission on January 27, 2022. The applicant's representative addressed the Commission, spoke in favor of the project, and requested that the Commission take the actions recommended by staff. There were no questions or discussion, and the Planning Commission unanimously recommended that the City Council approved the proposed project.

FISCAL IMPACT

The project is not anticipated to result in any negative impacts to the City's General Fund.

ENVIRONMENTAL REVIEW

The Sierra Vista Specific Plan EIR, which evaluated the potential for significant environmental impacts to the project area, was certified by the City Council on May 2, 2010 (SCH#2008032115). The project involves the transfer of an affordable unit development obligation from one parcel to another; however, it does not change the number of units that will be developed on each large lot parcel. No changes to the adopted land use plan or the project footprint are proposed. As the project is consistent with the SVSP, the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15182 as a residential project pursuant to a Specific Plan for which an EIR was certified. No new effects are expected to occur and all applicable mitigation measures will be applied. No additional environmental documentation is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Shelby Maples, Associate Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-072

Exhibit A - SVSP Change Pages

Ordinance No. XX Development Agreement Amendment

Exhibit B - First Amendment to Development Agreement, Sierra Vista Communities LLC

Attachment 1 - January 27, 2022 Planning Commission Staff Report and Attachments

RESOLUTION NO. 22-072

AMENDING THE SIERRA VISTA SPECIFIC PLAN

WHEREAS, a proposal has been submitted to amend to the affordable housing obligation in the Sierra Vista Specific Plan to transfer 31 units from Parcel KT-20 to Parcel KT-30, and convert the 31 middle income purchase units to 16 low income and 15 very low income rental units, as shown in Exhibit A, attached and incorporated herein by reference; and

WHEREAS, the proposed reallocation of the affordable housing obligation requires a Specific Plan Amendment to change the text and Affordable Housing map within the Sierra Vista Specific Plan, as shown in Exhibit A, attached and incorporated herein by reference; and

WHEREAS, on January 27, 2022, the Planning Commission held a public hearing on the proposed amendment to the Sierra Vista Specific Plan and unanimously recommended that the City Council approve the proposed Specific Plan Amendment; and

WHEREAS, the Specific Plan Amendment as proposed and revised is consistent with the adopted City of Roseville General Plan; and

WHEREAS, on March 16, 2022, the City Council held a public hearing at which time the proposed amendments were considered; and

WHEREAS, the Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Specific Plan Amendment, and makes the following findings:

The Specific Plan Amendment is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the Sierra Vista Specific Plan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the proposed changes to the Sierra Vista Specific Plan are adopted as set forth in the attached Exhibit A.

PASSED AND ADOPTED by the Council of the City of Roseville this 16th day of March, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Table 5-2: Affordable Housing Goal

Income Category	Units Required to Meet Goal
40% Very-Low-Income	347 du
40% Low-Income	347 du
20% Middle-Income	174 du
Total Affordable Housing Need	868 du (10% of 8,679 du)

Allocation of Affordable Housing Goal

The affordable housing units within the SVSP have been allocated to specific MDR and HDR parcels as identified in Table 5-3, with designated parcels reflected on Figure 5-1. The intent is to distribute affordable units throughout the Plan Area. In addition, through implementation of the Affordable Housing Plan, the City should work with property owners to define alternative solutions, such as carriage units or granny flats in LDR and MDR areas, which also meet the intent of the Program.

Table 5-3: Affordable Housing Allocation

Parcel	Land Use	Total Units in Parcel	Total Affordable Allocation	Very Low Income Rental	Low Income Rental	Middle ¹ Income Purchase
CG-20	MDR	44	20			20
CO-20	MDR	84	34			34
DF-20⁴	MDR	113	4			4
CG-31	HDR	420	80	40	40	
FD-32	HDR	178	43			43
FD-34	HDR	172	172	86	86	
KT-30⁵	HDR	171	155	77	78	
JM-30³	HDR	176	176	88	88	
WB-30	HDR	237	237 ²	68	169 ²	
WB-32	HDR	128	128 ²	92	36 ²	
Total			1,049²	451	497²	101

1. Middle-income purchase unit obligations may also be fulfilled via additional low-income rental units. 41 middle-income units were converted to low-income units via the Westbrook SPA approved in 2016.

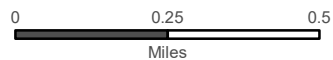
2. Includes 162 units transferred to Westbrook from WRSP Parcel W-16.

3. Parcel JM-30 includes 8 units (4 Very-Low and 4 Low) transferred from NRSP Parcel M-31 (File #PL17-0204), 5 units transferred from SVSP Parcel JM-40 (File #PL20-0103), and 12 units transferred from SVSP Parcel JM-21 (File #PL20-0191).

4. File # PL20-00098 for Parcel DF-20 eliminated the carriage unit language in the Development Agreement and transferred 9 low and 9 very low income units to the Infill area of the City. Middle income purchase units were reduced from 5 to 4.

5. Parcel KT-30 includes 31 units transferred from SVSP Parcel KT-20 (File #PL21-0289).

NOTE: SVSP Section 5.4 allows for the transfer of affordable units. Check with the Housing Division to confirm current affordable housing obligations.



Affordable Housing Sites

ORDINANCE NO.

ADOPTING A FIRST AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a First Amendment of the Development Agreement by and between the City of Roseville and Sierra Vista Communities, LLC, pertaining to property located within the Sierra Vista Specific Plan area.

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the First Amendment to Development Agreement, and makes the following findings:

1. The First Amendment to the Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Sierra Vista Specific Plan;
2. The First Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The First Amendment to the Development Agreement is in conformance with the public health, safety and welfare;
4. The First Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the First Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 3. The First Amendment to Development Agreement, by and between the City of Roseville and Sierra Vista Communities, LLC, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 4. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 5. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 6. 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 _____ 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**FIRST AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN**

This First Amendment of Development Agreement is entered into this 4 day of March, 2022, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and SIERRA VISTA COMMUNITIES, LLC, a California limited liability company ("SVC") pursuant to Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Baseline P&R, LLC ("Baseline") and City entered into a Development Agreement (the "Development Agreement") which was approved by the City Council of City on May 19, 2010, and recorded on June 18, 2010, in the Official Records of Placer County as Document No. 2010-0045892-00.

B. Baseline and City entered into the Development Agreement relative to development within a portion of the Sierra Vista Specific Plan Area, as such is more precisely defined in Exhibit "A" and depicted in Exhibit "B" of the Development Agreement (the "Property"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

C. Baseline assigned a portion of its interest in the Development Agreement to SVC pursuant to that certain "Assignment and Assumption Agreement of the Development Agreement By and Between the City of Roseville and Baseline P&R, LLC Relative to the Sierra Vista Specific Plan (Baseline P&R)" dated as of September 4, 2018, and recorded September 4, 2018, as Document No. 2018-0063961-00, in the Official Records of Placer County, California.

D. This First Amendment to the Development Agreement (the “First Amendment”) affects certain portions of the Property owned by SVC (the “First Amendment Property”) and is more precisely defined in Exhibit “A” and depicted in Exhibit “B” attached hereto. SVC and City intend for this First Amendment to eliminate SVC’s obligation to reserve thirty-one (31) units as detached and/or attached single-family residential units affordable to middle-income purchasers within KT-20 and replace the same with an obligation to reserve an additional thirty-one (31) units for rental to very low and low income households within KT-30 as further set forth below.

E. This First Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following sections and exhibits of the Development Agreement are hereby amended as follows:

a. REVISED SECTION 2.2. The land use designations, approximate acreages, and unit counts in Section 2.2 of the Development Agreement (“Vested Entitlements”) for the First Amendment Property for “High Density Residential” are hereby revised as follows:

“High Density Residential 171 units on 7.5 Net Acres”

b. DELETED SECTION 2.6.1. Section 2.6.1 of the Development Agreement for the First Amendment Property is hereby deleted.

c. REVISED SECTION 2.6.2.1. Section 2.6.2.1 of the Development Agreement for the First Amendment Property is hereby amended and revised in its entirety to read as follows:

“2.6.2.1 Affordable Obligation. Landowner agrees that one hundred fifty-five (155) affordable rental units will be reserved within the Property, including seventy-seven (77) units for rental to very low income households and seventy-eight (78) units for rental to low income households as follows:

Parcel	Total Units In Parcel	Total Affordable Unit Allocation	Very Low Income Units	Low Income Rental Units
KT-30	171	155	77	78

- d. REVISED EXHIBITS. The following exhibits attached to the Development Agreement are proposed to be deleted and replaced by new exhibits attached to this First Amendment as follows:

Exhibit “F” --- “Affordable Housing Sites”, attached to this First Amendment as Exhibit “C”, is added to the list of exhibits and replaces the existing Exhibit “F” for the First Amendment Property.

2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this First Amendment is consistent with the General Plan and the Sierra Vista Specific Plan.

AMENDMENT LIMITED TO FIRST AMENDMENT PROPERTY. This First Amendment is limited to and applies only to development of the First Amendment Property and does not affect or apply in any manner with respect to the development of any other property within the Sierra Vista Specific Plan Area, including without limitation, any other portion of the Property.

4. AMENDMENT. This First Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby with respect to the First Amendment Property, the Development Agreement remains in full force and effect.

5. FORM OF AMENDMENT. This First Amendment is executed in two duplicate originals, each of which is deemed to be an original.

[Remainder of Page Intentionally Left Blank – Signature Blocks on Following Page]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2022.

CITY OF ROSEVILLE,
a municipal corporation

By: _____
Dominick Casey
City Manager

ATTEST:

By: _____
Carmen Avalos
City Clerk

APPROVED AS TO FORM;

By: _____
Michelle Sheidenberger
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
Mike Isom
Development Services Director

SIERRA VISTA COMMUNITIES, LLC,
a California limited liability company

By: _____
Name: _____
Its: _____

EXHIBIT "A"

DESCRIPTION OF SIERRA VISTA SPECIFIC PLAN KT-30 SITE

All that real property situated within the south one-half of Section 35, Township 11 North, Range 5 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California and further described as follows:

Being all of Lot 8 shown and so designated on that certain Final Map entitled "SIERRA VISTA – KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION – SUBDIVISION NUMBER PL15-0192" filed for record on October 01, 2020 in Book FF of Maps, at Page 18, Placer County Records and further described as follows:

Containing 7.51 acres of land, more or less.

See Exhibit "B", Plat to accompany description, attached hereto and made a part hereof.

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


Craig E. Spiess, PLS 7944
License Expiration Date: 12-31-21

Date: 08/24/2021



Description prepared by:
R.E.Y. ENGINEERS, INC.
905 Sutter Street, Suite 200, Folsom, CA 95630

S:\7310\020 - Sierra Vista\10 - CAD Drawings\Plats\KT-30\7310.024-SV P2-KT-30-PLAT.docx

REFERENCES:

(1) FF MAPS 18

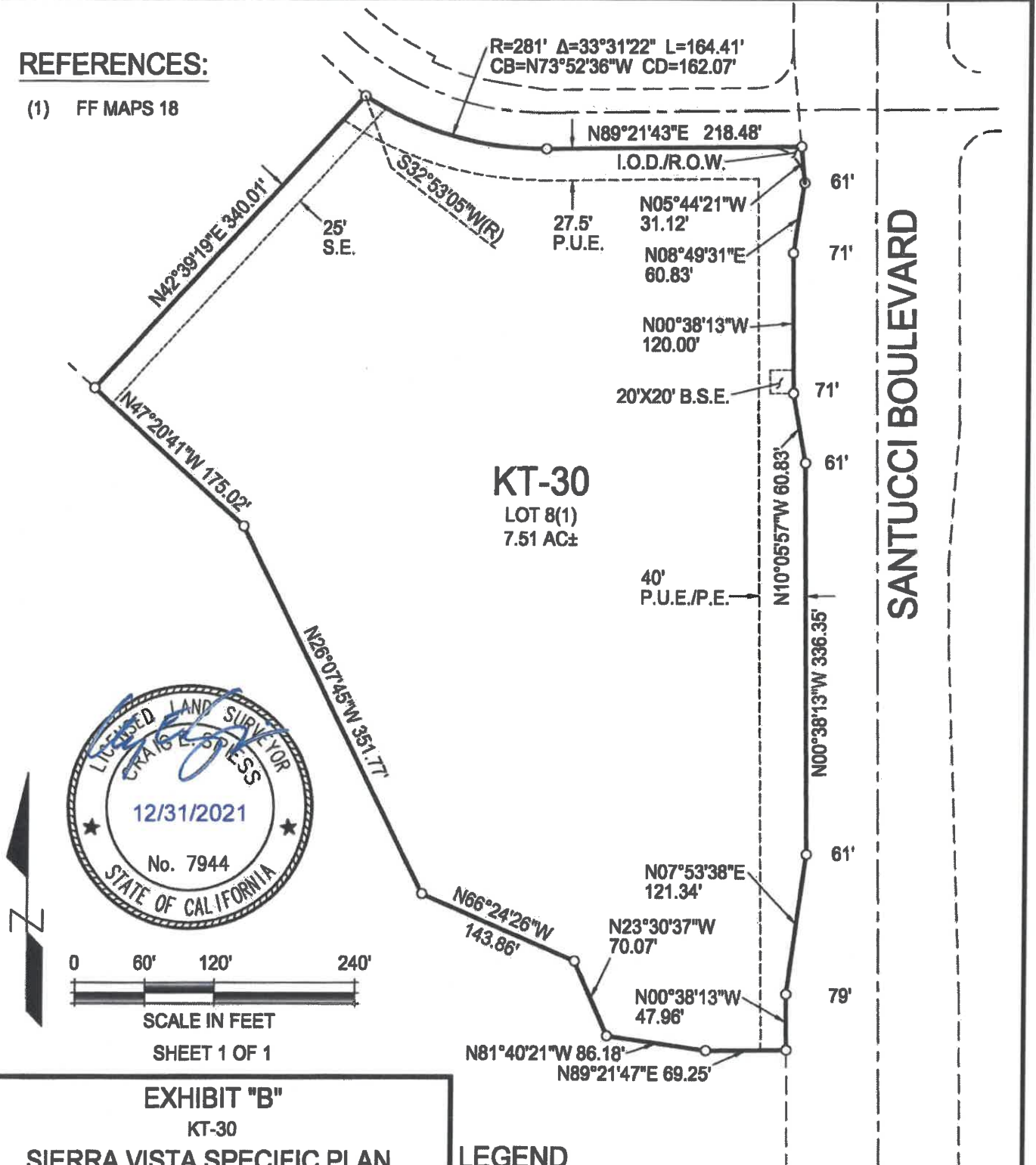


EXHIBIT "B"

KT-30

SIERRA VISTA SPECIFIC PLAN

SOUTH 1/2 OF SECTION 35, T. 11 N. R. 5 E., M.D.M.
CITY OF ROSEVILLE
COUNTY OF PLACER STATE OF CALIFORNIA

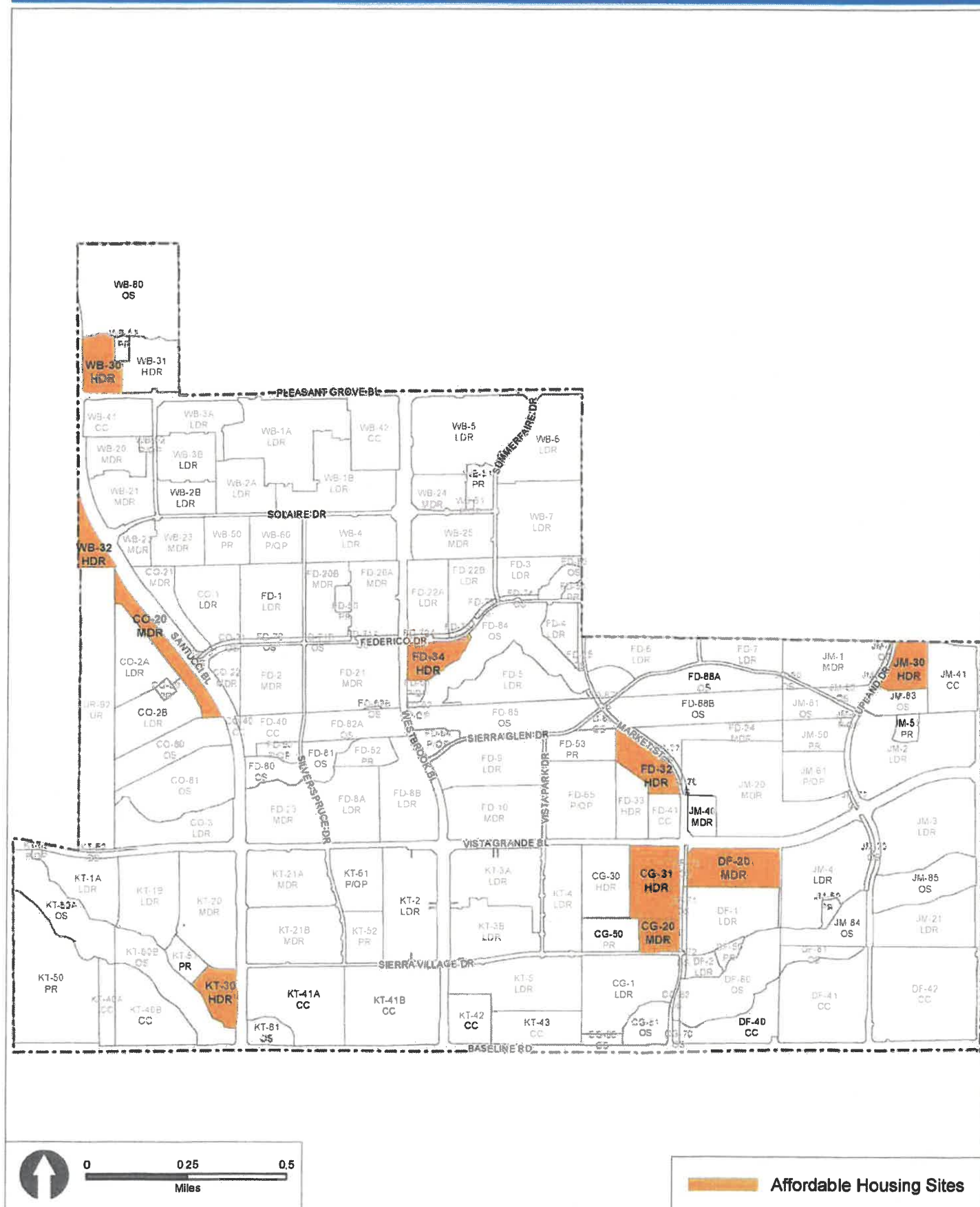
R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

CES	1"= 120'	08/24/2021	7310.024
DRAWN BY	SCALE	DATE	JOB NO.

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

CITY OF
ROSEVILLE
CALIFORNIA

Development Services



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Placer } ss.

On March 4, 2022 before me, Monique Reynolds, Notary Public,
personally appeared Larry Gualco

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

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

WITNESS my hand and official seal.

Monique Reynolds
Signature
My Commission Expires Nov. 24, 2024



OPTIONAL INFORMATION

Date of Document _____
Type or Title of Document _____
Number of Pages in Document _____



***Planning Division Staff Report
Planning Commission Meeting***

January 27, 2022

Prepared by: Shelby Maples, Associate Planner

ITEM 6.1: **Specific Plan Amendment And Development Agreement Amendment – 3301 Santucci Bl. – SVSP PCL KT-20 & KT-30 – Affordable Unit Transfer – PL21-0289**

REQUEST

The applicant requests approval of a Specific Plan Amendment and Development Agreement Amendment to transfer the obligation for 31 middle-income purchase units from parcel KT-20 to parcel KT-30 within the Sierra Vista Specific Plan area, and re-designate the units as 16 low and 15 very low-income units.

Applicant— Julie Hanson, J.R. Hanson Consulting LLC
Owner – Larry Gualco, Sierra Vista Communities LLC

SUMMARY RECOMMENDATION

The Planning Division recommends that the Planning Commission take the following actions:

- A. Recommend the City Council approve the Specific Plan Amendment; and
- B. Recommend the City Council approve the Development Agreement Amendment.

SUMMARY OF OUTSTANDING ISSUES

There are no outstanding issues associated with this request.

BACKGROUND

The subject large lot parcels, KT-20 and KT-30, are located in the Sierra Vista Specific Plan area (SVSP), specifically, that portion of the SVSP associated with the Baseline P&R Development Agreement. On December 10, 2015, the Planning Commission approved a Tentative Subdivision Map (SVSP KT Properties Tentative Subdivision Map, File No. PL13-0096) within the SVSP to allow the creation of 1,163 single-family lots, one (1) High Density Residential lot, one (1) school lot, two (2) park lots, 53 landscape lots, and eight (8) open space lots, and an Administrative Permit to reallocate residential units between villages. Additionally, PL13-0096 reduced the overall number of units within the SVSP by 21 units, and modified the development standards for SVSP Medium Density Residential Villages KT-20, KT-21A, and KT-21B.

In January 2018, the City administratively approved an Extension of the Tentative Subdivision Map (PL13-0096) and an Administrative Permit for Unit Transfers, granting a six (6) year extension of the tentative map and allowing the transfer of 21 Medium Density Residential (MDR) units to parcel KT-30 (File No. PL17-0305). This resulted in total of 171 allocated units to parcel KT-30, which is the current allocation.

The current request would transfer the obligation to provide 31 affordable units on parcel KT-20 to parcel KT-30 within the SVSP. With the transfer, the units will be redesignated, converting the 31 middle-income purchase units to 16 low and 15 very low-income rental units. Parcel KT-30 has a land use designation of High Density Residential (HDR) with a total unit allocation of 171 units. With the proposed amendment, the total affordable unit allocation for parcel KT-30 will be 155 units, with 78 units for low-income rental units and 77 units for very low-income rental units. As the request modifies the Affordable Housing section of the SVSP as well as the obligations in the Sierra Vista Communities LLC Development Agreement, both a Specific Plan Amendment and Development Agreement Amendment are required.

EVALUATION

As described in the Background section of this report, the proposed project will transfer the affordable unit obligation from parcel KT-20 to KT-30 within the SVSP. This requires an amendment to the Affordable Housing section of the SVSP, as well as an amendment of the Development Agreement. Specific Plan Amendments (SPA) are analyzed for consistency with the goals and policies of the affected plan. Development Agreement Amendments (DAAs) are subject to the criteria outlined in Section 19.84.040 of the Zoning Ordinance.

Specific Plan Amendment

The SVSP includes a table (Table 5-3) and map (Figure 5-1) to identify the Specific Plan parcels with an affordable housing unit allocation in the Plan area. The proposed amendment would modify these pages to remove parcel KT-20, a medium density parcel, from the listed parcels. The table will also be updated to reflect the current number of units allocated to parcel KT-30 (171, rather than 155), and show the updated affordable allocation of 155 units, with 77 very low income rental units and 78 low income rental units. Additionally, table footnote no. 4 will be updated to include the current project file number and a brief description of the unit transfer. The map in Figure 5-1 will be updated to reflect the proposed changes.

While the location of the allocated units will change if the project is approved, the total number of units within the SVSP and the number of affordable units allocated within the SVSP will remain the same. As proposed, the modification is consistent with the goals and policies of the SVSP.

Development Agreement Amendment

Section 19.84.040 of the City of Roseville Zoning Ordinance specifies that recommendations for approval or denial of a Development Agreement (DA), including Amendments, shall include consideration of the following:

- 1. Consistency with the objectives, policies, general land uses and programs specified in the General Plan and the Sierra Vista Specific Plan;***
- 2. Consistency with the provisions of the City of Roseville Zoning Ordinance;***
- 3. Conformity with the public health, safety, and general welfare;***
- 4. The effect on the orderly development of the property or the preservation of property values; and***
- 5. Whether the provisions of the Agreement shall provide sufficient benefit to the City to justify entering into the Agreement.***

DAs are binding contracts that set the terms, rules, conditions, regulations, entitlements, responsibilities, and other provisions relating to the development of the covered properties. The project includes the First Amendment of the Baseline P&R, LLC DA. The DA will be amended to reflect the transfer of the affordable obligation from parcel KT-20 to parcel KT-30.

The proposal is beneficial to the City in that more units will be allocated to the low and very low income rental housing inventory. According to the Housing Element, adopted by the City Council on August 18, 2021, the City of Roseville has a deficit of approximately 1,791 low and very low income housing units in comparison to the City's Regional Housing Needs Allocation (RHNA). The City's RHNA is assigned by the State and the Sacramento Area Council of Governments (SACOG), based on a fair-share

assessment of housing demand in the region divided into a range of income categories. While moderate income purchase housing is also an important component of the City's housing portfolio, the Housing Element shows that the City currently has a surplus of approximately 3,006 units in that category. Therefore, if approved, the change will reduce the deficit in the low and very low income category while maintaining a surplus of moderate income housing units, contributing to the City's affordable housing goals. No other changes to the DA are proposed.

City staff has found the proposed DAA to be consistent with the General Plan, SVSP, and the Zoning Ordinance. The DAA is in conformance with the public health, safety, and welfare, and will not adversely affect the orderly development of the property or the preservation of property values. Therefore, the proposed DAA is consistent with items 1-5 above.

PUBLIC OUTREACH

The proposed project was distributed to the various agencies and departments which have requested notice of City applications, and all comments were considered and incorporated into the Conditions of Approval, as appropriate. Notice of the application was also distributed to the Roseville Coalition of Neighborhood Associations. No comments were received. A public notice of the Planning Commission hearing was published on January 14, 2022, and was distributed to all property owners within 300 feet of the project site. To date, no comments have been received.

CONCLUSION

The proposed project is consistent with the General Plan, SVSP, and Zoning Ordinance, and the required findings for a DAA can be made.

ENVIRONMENTAL DETERMINATION

The Sierra Vista Specific Plan EIR, which evaluated the potential for significant environmental impacts to the project area, was certified by the City Council on May 2, 2010 (SCH#2008032115). The project involves the transfer of an affordable unit development obligation from one parcel to another; however, it does not change the number of units that will be developed on each large lot parcel. No changes to the adopted land use plan or the project footprint are proposed. As the project is consistent with the SVSP, the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15182 as a residential project pursuant to a Specific Plan for which an EIR was certified. No new effects are expected to occur and all applicable mitigation measures will be applied. No additional environmental documentation is required.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

- A. Recommend the City Council approve the Specific Plan Amendment; and
- B. Recommend the City Council approve the Development Agreement Amendment.

Exhibits

- A. Sierra Vista Specific Plan Text and Figure Change Pages (redline)
- B. Sierra Vista Specific Plan Text and Figure Change Pages (clean)
- C. Draft First Amendment of the Development Agreement by and between the City of Roseville and Sierra Vista Communities, LLC Relative to the Sierra Vista Specific Plan

Note to Applicant and/or Developer: Please contact the Planning Division staff at (916) 774-5276 prior to the Commission meeting if you have any questions on any of the recommended conditions for your project. If you challenge the decision of the Commission in court, you

may be limited to raising only those issues which you or someone else raised at the public hearing held for this project, or in written correspondence delivered to the Planning Manager at, or prior to, the public hearing.

Table 5-2: Affordable Housing Goal

Income Category	Units Required to Meet Goal
40% Very-Low-Income	347 du
40% Low-Income	347 du
20% Middle-Income	174 du
Total Affordable Housing Need	868 du (10% of 8,679 du)

Allocation of Affordable Housing Goal

The affordable housing units within the SVSP have been allocated to specific MDR and HDR parcels as identified in Table 5-3, with designated parcels reflected on Figure 5-1. The intent is to distribute affordable units throughout the Plan Area. In addition, through implementation of the Affordable Housing Plan, the City should work with property owners to define alternative solutions, such as carriage units or granny flats in LDR and MDR areas, which also meet the intent of the Program.

Table 5-3: Affordable Housing Allocation

Parcel	Land Use	Total Units in Parcel	Total Affordable Allocation	Very Low Income Rental	Low Income Rental	Middle ¹ Income Purchase
CG-20	MDR	44	20			20
CO-20	MDR	84	34			34
DF-20 ⁴	MDR	113	23	9	9	4-5
KT-20	MDR	202	31			31
CG-31	HDR	420	80	40	40	
FD-32	HDR	178	43			43
FD-34	HDR	172	172	86	86	
KT-30 ⁵	HDR	150	124	62	62	
JM-30 ³	HDR	176	176	88	88	
WB-30	HDR	237	237 ²	68	169 ²	
WB-32	HDR	128	128 ²	92	36 ²	
Total			1,049²	451	497²	101

~~1. Carriage units are intended to fulfill the very low and low income obligation~~

1. Middle-income purchase unit obligations may also be fulfilled via additional low-income rental units. 41 middle-income units were converted to low-income units via the Westbrook SPA approved in 2016.

2. Includes 162 units transferred to Westbrook from WRSP Parcel W-16.

3. Parcel JM-30 includes 8 units (4 Very-Low and 4 Low) transferred from NRSP Parcel M-31 (File #PL17-0204), 5 units transferred from SVSP Parcel JM-40 (File #PL20-0103), and 12 units transferred from SVSP Parcel JM-21 (File #PL20-0191).

4. File # PL20-0098 for Parcel DF-20 eliminated the carriage unit language in the Development Agreement and transferred 9 low and 9 very low income units to the Infill area of the City. Middle income purchase units were reduced from 5 to 4 units.

5. Parcel KT-30 includes 31 units transferred from SVSP Parcel KT-20 (File #PL21-0289).

NOTE: SVSP Section 5.4 allows for the transfer of affordable units. Check with the Housing Division to confirm current affordable housing obligations.

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FD-34	HDR	172	172	86	86	
KT-30⁵	HDR	171	155	77	78	
JM-30³	HDR	176	176	88	88	
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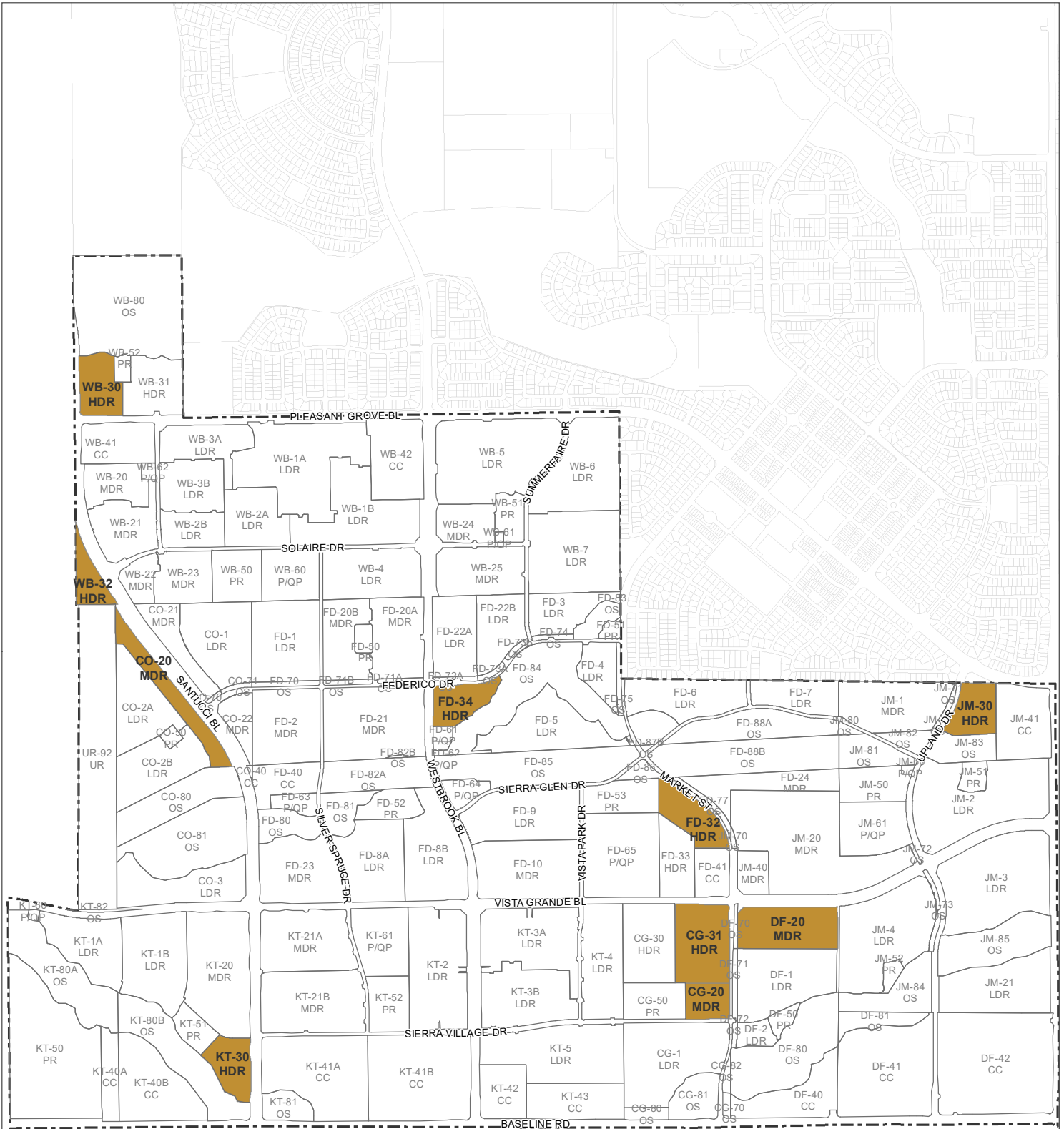
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0 0.25 0.5
Miles

 Affordable Housing Sites

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**FIRST AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN**

This First Amendment of Development Agreement is entered into this ____ day of _____, 2021, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and SIERRA VISTA COMMUNITIES, LLC, a California limited liability company ("SVC") pursuant to Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Baseline P&R, LLC ("Baseline") and City entered into a Development Agreement (the "Development Agreement") which was approved by the City Council of City on May 19, 2010, and recorded on June 18, 2010, in the Official Records of Placer County as Document No. 2010-0045892-00.

B. Baseline and City entered into the Development Agreement relative to development within a portion of the Sierra Vista Specific Plan Area, as such is more precisely defined in Exhibit "A" and depicted in Exhibit "B" of the Development Agreement (the "Property"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

C. Baseline assigned a portion of its interest in the Development Agreement to SVC pursuant to that certain "Assignment and Assumption Agreement of the Development Agreement By and Between the City of Roseville and Baseline P&R, LLC Relative to the Sierra Vista Specific Plan (Baseline P&R)" dated as of September 4, 2018, and recorded September 4, 2018, as Document No. 2018-0063961-00, in the Official Records of Placer County, California.

D. This First Amendment to the Development Agreement (the “First Amendment”) affects certain portions of the Property owned by SVC (the “First Amendment Property”) and is more precisely defined in Exhibit “A” and depicted in Exhibit “B” attached hereto. SVC and City intend for this First Amendment to eliminate SVC’s obligation to reserve thirty-one (31) units as detached and/or attached single-family residential units affordable to middle-income purchasers within KT-20 and replace the same with an obligation to reserve an additional thirty-one (31) units for rental to very low and low income households within KT-30 as further set forth below.

E. This First Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following sections and exhibits of the Development Agreement are hereby amended as follows:

a. REVISED SECTION 2.2. The land use designations, approximate acreages, and unit counts in Section 2.2 of the Development Agreement (“Vested Entitlements”) for the First Amendment Property for “High Density Residential” are hereby revised as follows:

“High Density Residential 171 units on 7.5 Net Acres”

b. DELETED SECTION 2.6.1. Section 2.6.1 of the Development Agreement for the First Amendment Property is hereby deleted.

c. REVISED SECTION 2.6.2.1. Section 2.6.2.1 of the Development Agreement for the First Amendment Property is hereby amended and revised in its entirety to read as follows:

“2.6.2.1 Affordable Obligation. Landowner agrees that one hundred fifty-five (155) affordable rental units will be reserved within the Property, including seventy-seven (77) units for rental to very low income households and seventy-eight (78) units for rental to low income households as follows:

Parcel	Total Units In Parcel	Total Affordable Unit Allocation	Very Low Income Units	Low Income Rental Units
KT-30	171	155	77	78

- d. REVISED EXHIBITS. The following exhibits attached to the Development Agreement are proposed to be deleted and replaced by new exhibits attached to this First Amendment as follows:

Exhibit “F” --- “Affordable Housing Sites”, attached to this First Amendment as Exhibit “C”, is added to the list of exhibits and replaces the existing Exhibit “F” for the First Amendment Property.

2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this First Amendment is consistent with the General Plan and the Sierra Vista Specific Plan.

AMENDMENT LIMITED TO FIRST AMENDMENT PROPERTY. This First Amendment is limited to and applies only to development of the First Amendment Property and does not affect or apply in any manner with respect to the development of any other property within the Sierra Vista Specific Plan Area, including without limitation, any other portion of the Property.

4. AMENDMENT. This First Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby with respect to the First Amendment Property, the Development Agreement remains in full force and effect.

5. FORM OF AMENDMENT. This First Amendment is executed in two duplicate originals, each of which is deemed to be an original.

[Remainder of Page Intentionally Left Blank – Signature Blocks on Following Page]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2021.

CITY OF ROSEVILLE,
a municipal corporation

SIERRA VISTA COMMUNITIES, LLC,
a California limited liability company

By: _____
Dominick Casey
City Manager

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
Sonia Orozco
City Clerk

APPROVED AS TO FORM;

By: _____
Michelle Sheidenberger
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
Mike Isom
Development Services Director

EXHIBIT "A"

DESCRIPTION OF SIERRA VISTA SPECIFIC PLAN KT-30 SITE

All that real property situated within the south one-half of Section 35, Township 11 North, Range 5 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California and further described as follows:

Being all of Lot 8 shown and so designated on that certain Final Map entitled "SIERRA VISTA – KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION – SUBDIVISION NUMBER PL15-0192" filed for record on October 01, 2020 in Book FF of Maps, at Page 18, Placer County Records and further described as follows:

Containing 7.51 acres of land, more or less.

See Exhibit "B", Plat to accompany description, attached hereto and made a part hereof.

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

Craig E. Spiess, PLS 7944
License Expiration Date: 12-31-21

Date: 08/24/2021



Description prepared by:
R.E.Y. ENGINEERS, INC.
905 Sutter Street, Suite 200, Folsom, CA 95630

S:\7310\020 - Sierra Vista\10 - CAD Drawings\Plats\KT-30\7310.024-SV P2-KT-30-PLAT.docx

REFERENCES:

(1) FF MAPS 18

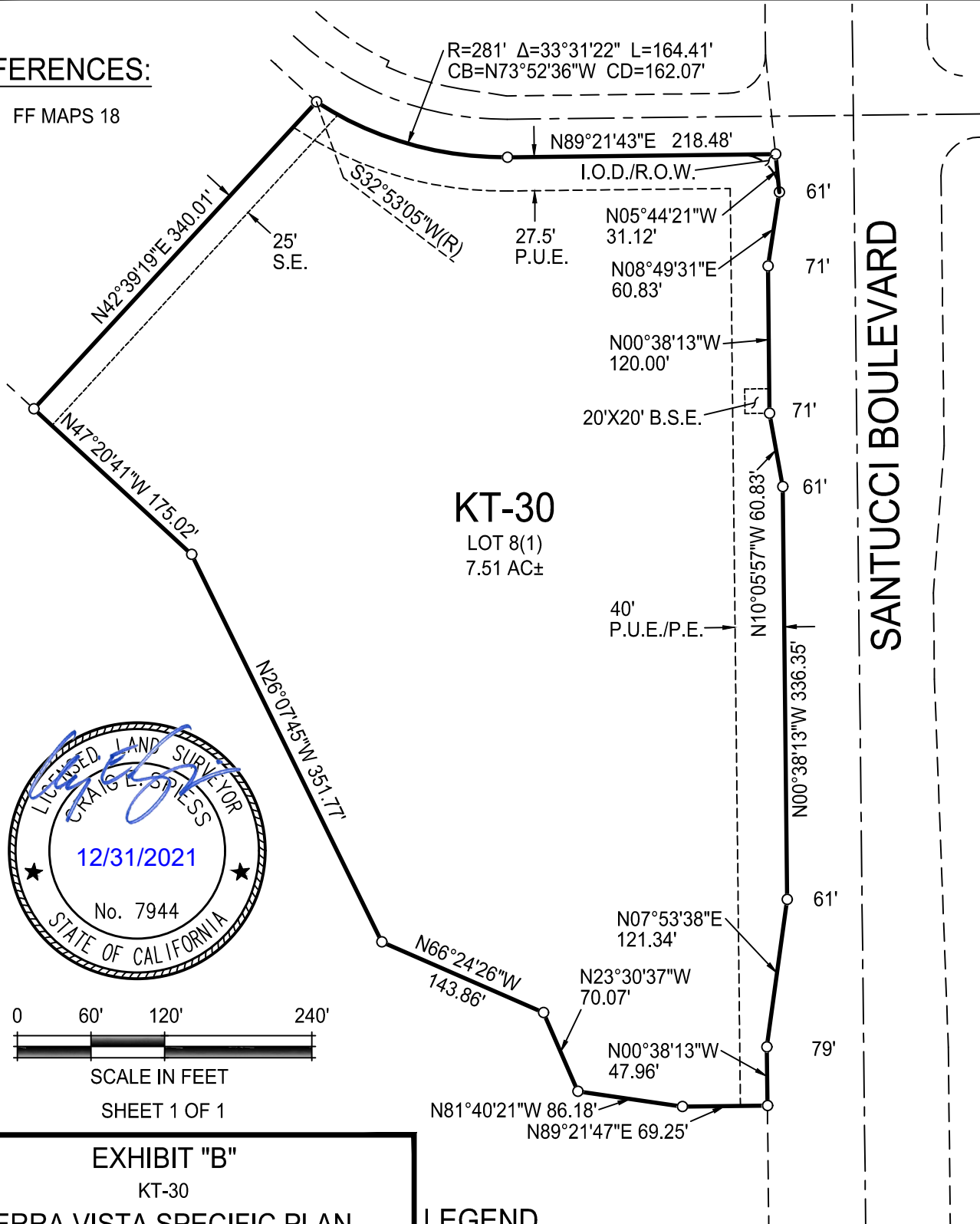


EXHIBIT "B"

KT-30

SIERRA VISTA SPECIFIC PLAN

SOUTH 1/2 OF SECTION 35, T. 11 N. R. 5 E., M.D.M.
CITY OF ROSEVILLE
COUNTY OF PLACER STATE OF CALIFORNIA

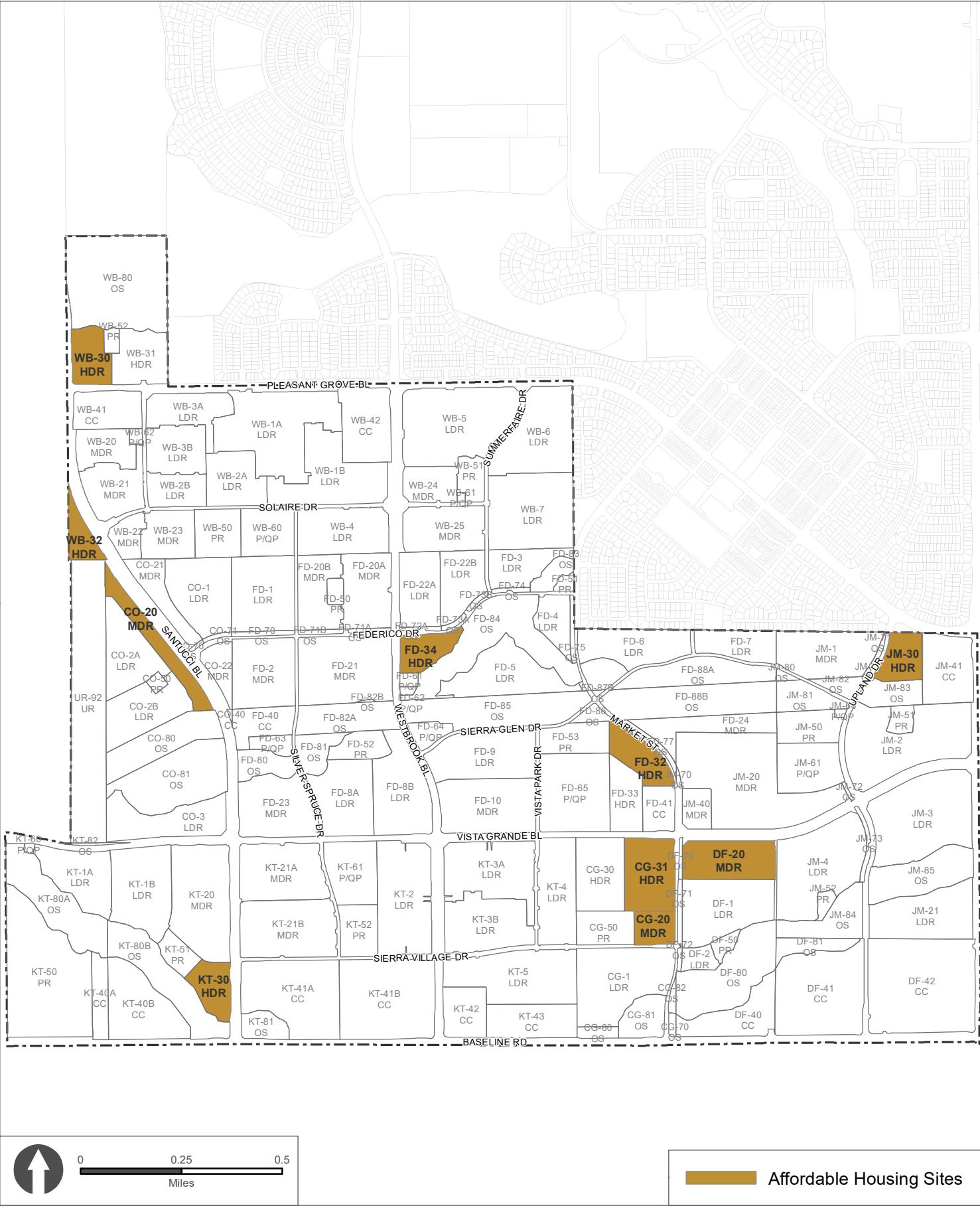
R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

LEGEND

B.S.E.	BUS SHELTER EASEMENT
I.O.D./R.O.W.	IRREVOCABLE OFFER OF DEDICATION RIGHT-OF-WAY
P.E.	PEDESTRIAN EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT

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

CES	1"= 120'	08/24/2021	7310.024
DRAWN BY	SCALE	DATE	JOB NO.





COUNCIL COMMUNICATION

CC #: 1961

File #: 0709-01 & 0103-02

Title: HOUSING AUTHORITY - FY2022-23 Annual Plan
Contact: Suzi Cook-Turner 916-774-5414 smcook-turner@roseville.ca.us
Trisha Isom 916-746-1239 tisom@roseville.ca.us

Meeting Date: 3/16/2022

Item #: 10.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council, acting as the governing board for the Roseville Housing Authority, take the following actions:

1. Adopt a resolution to approve the FY2022-23 Roseville Housing Authority Annual Plan; and
2. Authorize the Executive Director to submit the Roseville Housing Authority FY2022-23 Annual Plan to the U.S. Department of Housing & Urban Development along with the required certifications, disclosures, and related documents.

BACKGROUND

The Roseville Housing Authority (RHA) provides up to 785 households with Housing Choice Voucher (HCV) rental assistance funded through the US Department of Housing and Urban Development (HUD). This total includes vouchers specifically for non-elderly disabled (NED) households, veteran households under the Veterans' Affairs Supportive Housing (VASH) Program, and households with persons with disabilities who are transitioning out of institutional and other segregated settings, homeless, or at risk of becoming homeless under the Mainstream Program, project-based vouchers that have allowed for 30 RHA families to lease up in brand new units in 2020 and 2021 and 50 Emergency Housing Vouchers (EHV) awarded by HUD to start administering in July 2021 to provide rental assistance to individuals and families who are experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the individual or family's homelessness or high risk of housing instability.

Pursuant to the 1998 Quality Housing and Work Responsibility Act (QHWRA), all housing authorities must submit an Agency Plan, which includes a Five Year Plan and an Annual Plan. HUD designed the Agency Plan to reflect the current and future goals of all housing authorities. It is also intended to identify the needs of the households served by RHA. Since RHA submitted its Five Year Plan to HUD in 2020, RHA is only required to submit its Annual Plan this year. RHA has

been designated as a “High Performer” and a “Section 8 Only” housing authority for the last 16 years which allows RHA to submit a simplified annual plan, which limits reporting to a few components.

The attached draft plan is required to have a 45-day local comment period before RHA has a public hearing to adopt the Annual Plan. The 45-day comment period was noticed and commenced on January 17, 2022, closing March 16, 2022. To date, staff has not received any comments from the public regarding this item. RHA’s Resident Advisory Board (RAB) members were provided with copies of the draft Annual Plan. Their comments support the content of the proposed Annual Plan, including RHA’s goals and its progress in meeting them.

Subject to the City Council’s action on the proposed Annual Plan as the Housing Authority Board, housing staff anticipates submitting the final document to HUD in compliance with the April 15, 2022 due date, which is 75 days before the beginning of the next fiscal year.

FISCAL IMPACT

RHA provides an important social service to ensure safe and affordable housing for our residents which is an essential component to the foundation of our community’s economic and social stability. Through monthly rental assistance payments, the Housing Choice Voucher (HCV) Program invests \$6.4M into the local rental economy annually. This item does not create any additional cost to the City’s General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The Roseville Housing Authority’s Annual Plan does not include the potential for a significant environmental effect, and therefore is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal D - Enhance economic vitality

Respectfully Submitted,

Suzi Cook-Turner, Housing Supervisor

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 1-22

Housing Authority FY2022-23 Annual Plan

RESOLUTION NO. 1-22
HOUSING AUTHORITY OF THE CITY OF ROSEVILLE

APPROVING THE FY2022-23 ANNUAL PLAN

WHEREAS, the Department of Housing and Urban Development (HUD) requires all housing authorities to submit an Agency Plan, which includes an Annual Plan; and

WHEREAS, staff has prepared the Annual Plan for FY2022-23; and

WHEREAS, the Housing Authority has reviewed the plan;

NOW, THEREFORE, THE HOUSING AUTHORITY OF THE CITY OF ROSEVILLE DOES HEREBY RESOLVE that:

1. The Roseville Housing Authority Annual Plan for FY2022-23 is hereby approved,
2. The Executive Director is authorized to submit the Roseville Housing Authority Annual Plan for FY2022-23 to the U.S. Department of Housing and Urban Development along with all required certifications, disclosures, and related documents.

PASSED AND ADOPTED by the Housing Authority of the City of Roseville this _____ day of _____, 2022, by the following vote on roll call:

AYES AUTHORITY MEMBERS:

NOES AUTHORITY MEMBERS:

ABSENT AUTHORITY MEMBERS:

Chair

ATTEST:

Secretary

Streamlined Annual PHA Plan <i>(High Performer PHAs)</i>	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 03/31/2024
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. The Form HUD-50075-HP is to be completed annually by **High Performing PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, HCV-Only PHA, Small PHA, or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A.	PHA Information.																				
A.1	PHA Name: <u>Roseville Housing Authority</u> PHA Code: <u>CA128</u> PHA Type: ☒ High Performer PHA Plan for Fiscal Year Beginning: <u>07/2022</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>0</u> Number of Housing Choice Vouchers (HCVs) <u>795</u> Total Combined _____ PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans. Copies of PHA Plans may be obtained at the Agency’s main office: Roseville Housing Authority 316 Vernon Street, Suite 150 Roseville, CA 95678 5-Year and Annual PHA Plans are also available on the website at www.roseville.ca.us. See Government, Departments & Divisions, Affordable Housing, Rental Programs, Housing Choice Voucher Program. ☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below) <table border="1"> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:											
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		PH	HCV																		
Lead PHA:																					

B.	Plan Elements					
B.1	Revision of Existing PHA Plan Elements. (a) Have the following PHA Plan elements been revised by the PHA since its last Annual PHA Plan submission? Y N ☐ ☒ Statement of Housing Needs and Strategy for Addressing Housing Needs. ☐ ☒ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☒ Financial Resources. ☐ ☒ Rent Determination. ☐ ☒ Homeownership Programs. ☐ ☒ Safety and Crime Prevention. ☐ ☒ Pet Policy. ☐ ☒ Substantial Deviation. ☐ ☒ Significant Amendment/Modification (b) If the PHA answered yes for any element, describe the revisions for each element below: (c) The PHA must submit its Deconcentration Policy for Field Office Review.					
B.2	New Activities. (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N ☐ ☐ Hope VI or Choice Neighborhoods. ☐ ☐ Mixed Finance Modernization or Development. ☐ ☐ Demolition and/or Disposition. ☐ ☐ Conversion of Public Housing to Tenant Based Assistance. ☐ ☐ Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD. ☒ ☐ Project Based Vouchers. ☐ ☐ Units with Approved Vacancies for Modernization. ☐ ☐ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). (b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan. RHA continues to look for developments to apply project-based vouchers to increase affordable housing opportunities for income eligible families. In October 2021 RHA accepted RFPs from property owners and developers for New Construction and Newly Rehabilitated housing units requesting PBVs. Approximately 75 PBVs were made available under the RFP. RHA's goal is to support a number of projects throughout the city in areas with low poverty concentration. In addition to the items listed in B.3. for furthering the progress of PHA 5 – Year Plan, project-basing vouchers also works to address the issue of having the availability and adequacy of affordable housing for extremely low income households. The PHA Plan speaks to expanding the supply of assisted housing for this income group as a local housing need. Project basing units for this income category allows RHA to review the quality of the housing and ensure the provision of such housing units.					

B.3 Progress Report.

Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan.

Goals for the current 5-Year Plan:

1. Expand the supply of assisted housing.
 - (a) **PROGRESS:** HUD awarded 50 Emergency Housing Vouchers to RHA in June 2021 to administer.
 - (b) **PROGRESS:** RHA made 75 PBVs available under an RFP in October 2021
 - o The Roseville Housing Authority will apply for additional VASH vouchers if they become available.
 - (c) **PROGRESS:** RHA had the opportunity to apply for additional HUD VASH vouchers and with the support of the VA was awarded 25 vouchers in January 2021
PROGRESS: RHA applied in was awarded 10 HUD VASH vouchers in January 2022.
2. Improve the quality of assisted housing.
 - o The Roseville Housing Authority will maintain its high-performer rating (SEMAP score).
 - (b) **PROGRESS:** Due to the COVID – 19 Pandemic and HUD administered waivers, RHA maintained its current high-performer rating.
 - (c) **PROGRESS:** RHA administering project-based vouchers as an option so that the quality of housing assisted by the program is further reviewed by RHA. In a community with a low vacancy rate, it is important to provide vouchers a priority to new and high quality housing opportunities.
3. Increase assisted housing choices.
 - o The Roseville Housing Authority will continue to encourage property owners to provide available unit information for Housing Choice Voucher holders that are searching for a rental unit
 - (a) **PROGRESS:** 2021 RHA implemented landlord property listing online through AffordableHousing.com (formerly GSection8.com) enabling landlords to list available properties through an online portal.
 - o The Roseville Housing Authority will monitor HAP payments monthly to ensure that at least 98% of the Annual Contributions Contract is utilized or that 98% of total unit months are leased each year.
 - (b) **PROGRESS:** For CY 2021 RHA utilized 91.9 of regular HCV vouchers, 98.0% of NED vouchers, 88.1% of Mainstream vouchers, and 61.8% of HUD VASH vouchers. RHA is working within the budget and in partnership with housing owners and managers and the Department of Veteran's Affairs to fully utilize all regular, NED, and HUD VASH vouchers. While vouchers were not fully leased, over 100 percent of the Annual Contributions Contract was utilized, including the use of program reserve funding.
4. Affirmatively further Fair Housing
 - o The Roseville Housing Authority will provide training opportunities for staff to promote equal opportunity in housing.
 - (a) **PROGRESS:** RHA staff attended Fair Housing Training provided by HUD in January 2021.
 - (b) **PROGRESS:** The Roseville Housing division reserved \$50,000 to retain a Fair Housing Agency to provide legal services for residents.
 - (c) **PROGRESS:** During 2021 RHA staff attended various online training seminars and more are scheduled for 2022.
5. Collaborate with neighboring housing authorities to optimize administration of the Housing Choice Voucher Program.
 - o The Roseville Housing Authority maintains a close relationship with surrounding housing authorities.
 - (a) **PROGRESS:** RHA maintains a list of Northern California Housing Authority contacts to ask for opinions about new policies and best practices. RHA maintains a close collaborative relationship with Placer County Housing Authority, often working in cooperation on various projects such as the FSS and EHV programs.

RHA Mission Statement:

The mission of the Roseville Housing Authority is to enhance the quality of life to Roseville and Rocklin's low-income families and individuals by:

- o Effectively administering Housing Choice Voucher rental assistance funds.
 - (a) **PROGRESS:** The Roseville Housing Authority has effectively administered Housing Choice Voucher rental assistance funds by monthly reviewing available funds and lease-up to determine further leasing strategy. This has resulted in utilizing the full budget authority for the last calendar year and a small portion of reserve funds.
- o Assisting families with opportunities for safe, decent and affordable housing.
 - (a) **PROGRESS:** By carefully monitoring lease-up, success rate, and market trends we ensure that we are able to assist the largest number of families. Our 2021 utilization of unit count is 95%.
- o Delivering a high level of customer service
 - (a) **PROGRESS:** We consistently provide a high level of customer service. This is evidenced, in part, by our practice of giving out our direct lines to owners and participants, and when unable to answer the call personally, return the call no later than the next business day. When we receive RFTAs we strive to approve them as soon as possible and complete the move-in inspection within 2 business days of when the unit is available for inspection.

	(b) PROGRESS: With the implementation of <i>AffordableHousing.com</i>, participants are able to conveniently search online for available units. Property managers and landlords are able to list their available properties/units through the online portal free of charge giving applicants and participants easier access to unit information. (c) PROGRESS: RHA staff participated in two customer service trainings in 2022 and will continue to seek out and attend training that allows for staff to improve upon their customer service skills. ○ Guiding families and individuals towards self-sufficiency (a) PROGRESS: In 2021 Placer County Housing Authority became a joint applicant with RHA on the FSS NOFA. This collaboration will result in the two PHAs working together to share resources, a PCC, and ideas. (b) PROGRESS In 2021 RHA's FSS Program had a household graduate with escrow. The family has successfully become self-sufficient and free of housing assistance. The FSS program has a new coordinator who is attracting participants to participate in the program and the number of participants in on a steady increase.
B.4.	Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved.
B.5	Most Recent Fiscal Year Audit. (a) Were there any findings in the most recent FY Audit? Y N ☐ ☒ (b) If yes, please describe:
C.	Other Document and/or Certification Requirements.
C.1	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) have comments to the PHA Plan? Y N ☐ ☐ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
C.2	Certification by State or Local Officials. Form HUD-50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.3	Civil Rights Certification/Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Form 50077-ST-HCV-HP, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i> must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.4	Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y N ☐ ☐ If yes, include Challenged Elements.

D.	Affirmatively Furthering Fair Housing (AFFH).					
D.1	Affirmatively Furthering Fair Housing. Provide a statement of the PHA’s strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item. <table border="1"><tr><td>Fair Housing Goal:</td></tr><tr><td><u><i>Describe fair housing strategies and actions to achieve the goal</i></u></td></tr></table> <table border="1"><tr><td>Fair Housing Goal:</td></tr><tr><td><u><i>Describe fair housing strategies and actions to achieve the goal</i></u></td></tr></table> <table border="1"><tr><td>Fair Housing Goal:</td></tr></table>	Fair Housing Goal:	<u><i>Describe fair housing strategies and actions to achieve the goal</i></u>	Fair Housing Goal:	<u><i>Describe fair housing strategies and actions to achieve the goal</i></u>	Fair Housing Goal:
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Describe fair housing strategies and actions to achieve the goal

Instructions for Preparation of Form HUD-50075-HP Annual Plan for High Performing PHAs

A. PHA Information. All PHAs must complete this section. (24 CFR §903.4)

- A.1 Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Inventory**, **Number of Public Housing Units and or Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. (24 CFR §903.23(4)(e))

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

B. Plan Elements.

B.1 Revision of Existing PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR §5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR §903.7(a).

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(2)(i)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA’s reasons for choosing its strategy. (24 CFR §903.7(a)(2)(ii))

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection and Admissions.** Describe the PHA’s admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA’s policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. (24 CFR §903.7(b)) Describe the PHA’s procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists. (24 CFR §903.7(b)) A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. (24 CFR §903.7(b)) Describe the unit assignment policies for public housing. (24 CFR §903.7(b))

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))

☐ **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. (24 CFR §903.7(d))

☐ **Homeownership Programs.** A description of any homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent that the PHA participates in homeownership programs under section 8(y) of the 1937 Act. (24 CFR §903.7(k) and 24 CFR §903.12(b).

☐ **Safety and Crime Prevention (VAWA).** A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. (24 CFR §903.7(m)(5))

☐ **Pet Policy.** Describe the PHA's policies and requirements pertaining to the ownership of pets in public housing. (24 CFR §903.7(n))

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. For modifications resulting from the Rental Assistance Demonstration (RAD) program, refer to the 'Sample PHA Plan Amendment' found in Notice PIH-2012-32 REV-3, successor RAD Implementation Notices, or other RAD Notices.

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2. (24 CFR §903.23(b))

B.2 New Activities. If the PHA intends to undertake any new activities related to these elements or discretionary policies in the current Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

☐ **HOPE VI.** **1)** A description of any housing (including project name, number (if known) and unit count) for which the PHA will apply for HOPE VI; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI is a separate process. See guidance on HUD's website at: https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6. (Notice PIH 2011-47)

☐ **Mixed Finance Modernization or Development.** **1)** A description of any housing (including name, project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD's website at: https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6/mfph#4

☐ **Demolition and/or Disposition.** With respect to public housing only, describe any public housing development(s), or portion of a public housing development projects, owned by the PHA and subject to ACCs (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition approval under section 18 of the 1937 Act (42 U.S.C. 1437p); and **2)** A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed as described in the PHA's last Annual and/or 5-Year PHA Plan submission. The application and approval process for demolition and/or disposition is a separate process. Approval of the PHA Plan does not constitute approval of these activities. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

☐ **Conversion of Public Housing under the Voluntary or Mandatory Conversion programs.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>. (24 CFR §903.7(j))

☐ **Conversion of Public Housing under the Rental Assistance Demonstration (RAD) program.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA plans to voluntarily convert to Project-Based Assistance or Project-Based Vouchers under RAD. See additional guidance on HUD's website at: [Notice PIH 2012-32 REV-3, successor RAD Implementation Notices, and other RAD notices.](#)

☐ **Project-Based Vouchers.** Describe any plans to use HCVs for new project-based vouchers. (24 CFR §983.57(b)(1)) If using project-based vouchers, provide the projected number of project-based units and general locations and describe how project-basing would be consistent with the PHA Plan.

☐ **Units with Approved Vacancies for Modernization.** The PHA must include a statement related to units with approved vacancies that are undergoing modernization in accordance with 24 CFR §990.145(a)(1).

☐ **Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

B.3 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.7(r)(1))

B.4 Capital Improvements. PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. (24 CFR §903.7 (g)). To comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan in EPIC and the date that it was approved. PHAs can reference the form by including the following language in the Capital Improvement section of the appropriate Annual or Streamlined PHA Plan Template: "See Capital Fund 5 Year Action Plan in EPIC approved by HUD on XX/XX/XXXX."

B.5 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.7(p))

C. Other Document and/or Certification Requirements

- C.1 Resident Advisory Board (RAB) comments.** If the RAB had comments on the annual plan, mark “yes,” submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA’s decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)
- C.2 Certification by State or Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.
- C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154; or 24 CFR 5.160(a)(3) as applicable (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction’s initiatives to affirmatively further fair housing that require the PHA’s involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations, impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction’s initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o)).
- C.4 Challenged Elements.** If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA’s response to the public.

D. Affirmatively Furthering Fair Housing.

D.1 Affirmatively Furthering Fair Housing.

The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: “To implement goals and priorities in an AFH, strategies and actions shall be included in program participants’ ... PHA Plans (including any plans incorporated therein) Strategies and actions must affirmatively further fair housing” Use the chart provided to specify each fair housing goal from the PHA’s AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless, the PHA will address its obligation to affirmatively further fair housing by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction’s initiatives to affirmatively further fair housing that require the PHA’s involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 7.02 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.