



AGENDA

February 1, 2017

CITY COUNCIL MEETING HOUSING AUTHORITY MEETING

7:00 p.m.

City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

2. ROLL CALL

Vice Mayor: Bonnie Gore
Councilmember: Scott Alvord
Councilmember: Tim Herman
Councilmember: John Allard
Mayor: Susan Rohan

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

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

5. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

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

not listed on the agenda.

6. CONSENT CALENDAR

NOTICE TO THE PUBLIC

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

BEGINNING OF CONSENT CALENDAR

Minutes

6.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending Council approve the Minutes of the September 21, 2016 City Council Special Closed Session/City Council Meeting, October 4, 2016 City Council Special Closed Session, October 5, 2016 City Council Meeting, October 11, 2016 City Council Goals Workshop, October 19, 2016 City Council Meeting, November 1, 2016 City Council Special Closed Session, November 2, 2016 City Council Meeting/Finance Authority Meeting, November 7, 2016 City Council Closed Session, November 16, 2016 City Council Closed Session/City Council Meeting/Housing Authority Meeting/Successor Agency of the Redevelopment Agency, November 30, 2016 City Council Closed Session, December 7, 2016 City Council Swearing-In Ceremony, December 7, 2017 City Council/Housing Authority Meeting, December 8, 2016 City Council Closed Session, December 14, 2016 City Council Legislative Platform Workshop, December 14, 2016 City Council Meeting.

CC #: 8264

File #: 0102-03

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

Bids / Purchases / Services

6.2. Dimension 0.125 Percent Plus Fertilizer (RFQ 2053) - Purchase Order Renewal

Memo from Buyer Brandon Mendonca and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-43 APPROVING A PURCHASE ORDER RENEWAL BETWEEN THE CITY OF ROSEVILLE AND CROP PRODUCTION SERVICES. The Parks Maintenance Division has an ongoing requirement for fertilizer for application on City park and landscape turf. The annual cost of the fertilizer including tax is approximately \$226,000.00. Funding is included in the FY2016-17 budget for the fertilizer used in the spring of this year, and funding will be included in the FY2017-18 proposed budget for the fertilizer purchased for the fall application.

CC #: 8240

File #: 0203-03

CONTACT: Brandon Mendonca 916-774-5724 bmendonca@roseville.ca.us

6.3. Ford F250 and F350 Trucks with Utility Bodies (RFQ 01-3113) - Purchase Order and Budget Adjustment

Memo from Buyer Tiffany Valdez and Central Services Director Paul Diefenbach recommending Council authorize a purchase order to Harrold Ford as the lowest responsive bidder for RFQ 01-3113 for one ¾ ton Ford F250 4x2 truck with utility body to replace vehicle number 08-370; and adopt ORDINANCE NO. 5798 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The vehicle is used by Electric Department staff to service power outages, deliver materials, inspect construction projects, perform substation maintenance, and for job site safety inspections. The vehicle was not budgeted to be replaced in FY2016-17 but was deemed non-operational in August 2016. The total cost of the vehicle, including tax and options, is \$40,802.12. The budget adjustment is necessary to amend the budget by \$43,803.00 to authorize the Vehicle Replacement Fund spending in this current fiscal year.

CC #: 8243

File #: 0203-01

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

6.4. Citywide Paint Project (RFQ 01-3104) - Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-42 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND QUALITY PAINTING & CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703519). Staff requests Council authorize a service agreement to Quality Painting & Construction, Inc. as the lowest responsive bidder to RFQ 01-3104 for Citywide Paint Project. The Central Services Building Maintenance Division has a requirement to paint the exterior and interior of Fire Station 2, Fire Station 3, Fire Station 5, Maidu Community Center, and the Roseville Sports Complex. The total value of the contract award is \$84,900.00. Funding is included in the Central Services FY2016-17 Facilities Rehabilitation Fund.

CC #: 8239

File #: 0203-04

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

6.5. On-Call General Services - Service Agreement Renewal

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-53 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE AND CARTER-KELLY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1705095). Projects contemplated for work under this contract would be minor Americans with Disabilities Act improvements to various City facilities, additional improvements to enhance facility security and minor emergency repairs. This final

year extension of on-call general services will be for \$250,000.00. Funding for each project will be identified based on the project scope, location and availability of budget funds for each specific project.

CC #: 8252

File #: 0203-04

CONTACT: Rjahja Canlas 916-772-7529 rcanlas@roseville.ca.us

6.6. Dry Creek Wastewater Treatment Plant Digester 1 Cleaning Project - Service Agreement Amendment

Memo from Senior Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-44 APPROVING A SERVICE AGREEMENT AMENDMENT NO. 1 BETWEEN THE CITY OF ROSEVILLE AND MP ENVIRONMENTAL SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703504). The amendment is necessary for the removal of additional liquids as well as hauling and disposal of additional dry sludge resulting from digester cleaning. The amendment will cost \$143,046.36. Including this amendment, the total cost of the project will be \$493,042.61. Funding is included in the approved FY2016-17 Wastewater Operations Budget for the Dry Creek Wastewater Treatment Plant.

CC #: 8241

File #: 0800-02

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

6.7. Supply of Natural Gas Contract Agreement Amendment

Memo from Administrative Analyst Rodney Funke and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-58 APPROVING AN AMENDMENT TO AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND COMMERCIAL ENERGY OF MONTANA, INC. DBA COMMERCIAL ENERGY OF CALIFORNIA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of a one-year renewal contract with Commercial Energy and all associated documents necessary to effect the contract, including the required Authorization to Receive Customer Information form and Customer Authorization for Core Gas Aggregation form. The estimated annual charges for natural gas for City facilities is \$300,000.00 and is included in departmental utility budgets.

CC #: 8257

File #: 0203-04

CONTACT: Rodney Funke 916-774-5561 rfunke@roseville.ca.us

6.8. Radio Frequency Identification and Automated Materials Handling Equipment Maintenance - Service Agreement Renewal

Memo from Library Supervisor Rendi Hodge and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-56 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND BIBLIOTHECA, LLC, AND AUTHORIZING THE CITY

MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1704084). This is a service agreement between the City and Bibliotheca, LLC to maintain and support Radio Frequency Identification and Automated Material Handling equipment in the Library division of the Parks, Recreation & Libraries Department. The total cost of the agreement is \$41,357.00 and is included in the approved FY2016-17 Parks, Recreation & Libraries budget. The funds for next year's annual maintenance and support costs will be requested in the 2017-18 budget.

CC #: 8255

File #: 0716

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

Resolutions

6.9. 2016 Residential Resurfacing Project - Notice of Completion

Memo from Assistant Engineer Nick Graves and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-40 ACCEPTING THE PUBLIC WORK KNOWN AS THE 2016 RESIDENTIAL RESURFACING PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The scope of this project included a roadway resurfacing application to various residential streets and the Maidu Regional Park parking lot. The project was fully funded by \$1,185,086.71 from Gas Tax Funds and \$36,392.25 from General Capital Improvement Project Rehabilitation funds.

CC #: 8237

File #: 0900-04-01

CONTACT: Nick Graves 916-746-1305 ngraves@roseville.ca.us

6.10. Woodcreek Oaks Boulevard Widening Project - Adoption of Initial Study/Mitigated Negative Declaration

Memo from Assistant Engineer Stefanie Kemen and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-49 ADOPTING AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION, APPROVING THE MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVING THE WOODCREEK OAKS BOULEVARD WIDENING PROJECT. Staff recommends that the City Council adopt the Woodcreek Oaks Boulevard Widening Project Initial Study/Mitigated Negative Declaration, approve the Mitigation Monitoring and Reporting Program, and approve the project as described therein. The project will widen Woodcreek Oaks Boulevard between 600 feet north of Pleasant Grove Boulevard to Crimson Ridge Way from two to four lanes, as well as widening the existing bridge over the South Branch of Pleasant Grove Creek to accommodate the additional lanes. The current estimate for the project including design, construction, and inspection is \$7.5 million and is funded with Traffic Mitigation Fees. No General Funds will be used.

CC #: 8248

File #: 0400-06-02 & 0900-04-02

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

6.11. Updates to Energy Trading Authority Policy

Memo from Electric Resources Analyst Petra Wallace and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-48 APPROVING AN UPDATED ENERGY TRADING AUTHORITY POLICY. These updates to the Energy Trading Authority Policy will enable Roseville Electric Utility greater opportunity to transact in the northwest market. The policy changes include (1) the expansion of Roseville's trading locations to Mid-Columbia, John Day, and Big Eddy; and (2) the addition of "Spread Trade" as a new product. There is no direct fiscal impact for these policy changes.

CC #: 8247

File #: 0800-03

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

6.12. Financial Advisory Services - Professional Services Agreement Amendment

Memo from Administrative Analyst Jeannine Thrash and Finance Director Monty Hanks recommending Council adopt RESOLUTION NO. 17-57 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND FIRST SOUTHWEST COMPANY, LLC, A DIVISION OF HILLTOP SECURITIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The original agreement was for two years with an optional third year. This request is exercising the City's option for the third year. From time to time, the City has the need of financial advisory services related to issuing bonds that are highly technical and require the services of a financial advisor with specialized expertise. The fiscal impact for financial advisory services is a \$75,000.00 annual retainer and this budget was approved when the annual budget was adopted in June 2016.

CC #: 8256

File #: 0200

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Monty Hanks 916-774-5313 mhanks@roseville.ca.us

6.13. Base Contract for Sale and Purchase of Natural Gas

Memo from Electric Resources Analyst Petra Wallace and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-50 APPROVING A CONTRACT BETWEEN THE CITY OF ROSEVILLE AND TENASKA MARKETING VENTURES AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a North American Energy Standards Board, Inc. (NAESB) Base Contract with Tenaska Marketing Ventures that will allow the City to manage its energy risk by purchasing and selling natural gas. There is no fiscal impact associated with the execution of the NAESB base contract as it is only an enabling agreement.

CC #: 8249

File #: 0800-03

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

6.14. Landfill Water Quality and Gas Monitoring Services - Professional Services Agreement

Memo from Refuse and Stormwater Utility Manager Devin Whittington and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-46 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CH2M HILL ENGINEERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The service agreement requires multiple ground and surface water samplings and landfill gas emissions monitoring to ensure the levels of emissions do not pose a public health hazard. These services are needed to remain in compliance with State and Federal requirements for closed landfills. The cost of \$193,423.00 is budgeted through FY2017 in the Solid Waste Operations Fund.

CC #: 8244

File #: 0800-02

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

6.15. 2017 Environmental Utilities Customer Satisfaction Survey - Professional Services Agreement

Memo from Department Public Information Officer Maurice Chaney and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-41 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND REICHMAN-KARTEN-SWORD, INC. DBA RKS RESEARCH & CONSULTING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting approval of a professional services agreement with RKS Research & Consulting for the 2017 Environmental Utilities (EU) Customer Satisfaction Survey. The EU Department has conducted a statistically valid survey every year since 2008 for the purposes of gauging awareness, perception and opinions from customers. The total cost for consultant services shall not exceed \$48,305.00 and is included in the FY2016-17 EU operations budget.

CC #: 8238

File #: 0800-02

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

6.16. Placer Valley Tourism Annual Budget and Strategic Plan

Memo from Administrative Analyst Genna Martin and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-54 APPROVING THE 2017 PLACER VALLEY TOURISM STRATEGIC MARKETING PLAN AND BUDGET. Staff recommends Council approve the 2017 Strategic Marketing Plan and 2017 Budget for Placer Valley Tourism. There is no direct fiscal impact associated with this action.

CC #: 8253

File #: 0704

CONTACT: Genna Martin 916-746-1259 gmartin@roseville.ca.us

6.17. Interim Joint Use of Outdoor Facilities at Sargeant Elementary School - Memorandum of Understanding

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-47 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE CITY SCHOOL DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends approval of a Memorandum of Understanding between Roseville City School District and the City for interim joint use of outdoor facilities at Sargeant Elementary School until such time as a master joint use agreement is developed and agreed upon or until June 30, 2017, whichever comes first. The Memorandum of Understanding outlines an agreement to manually lock/unlock a gate at Sargeant Elementary School/Dietrich Park using a combination of district/City staff and a security company. The cost specifically associated with the third party security firm will be evenly split between the District and City. The total cost is \$140.00 per month plus \$18.00 for each holiday. The Parks, Recreation & Libraries Department will absorb the City's portion of approximately \$70.00 per month through the operations budget.

CC #: 8245

File #: 0704

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

6.18. Conflict of Interest Disclosure Amendment

Memo from Assistant City Clerk Audrey Byrnes and City Clerk Sonia Orozco recommending Council adopt RESOLUTION NO. 17-51 READOPTING THE FAIR POLITICAL PRACTICES COMMISSION MODEL CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 16-38. The Fair Political Practices Commission requires local government agencies to adopt and implement a conflict of interest code which establishes categories of public officials and employees who must disclose their personal financial interests. Annual filing of Statement of Economic Interests Form 700 enables the organization to identify areas of potential conflicts so that government officials and employees can refrain from making or participating in a government decision that has a reasonably foreseeable material financial effect on his or her personal interests. The California Government Code requires local agencies to annually review its Conflict of Interest Code to accurately reflect required filers of Form 700 as designated by the City Attorney. Council adopted the last update in February 2016. There is no fiscal impact.

CC #: 8250

File #: 0503-02

CONTACT: Audrey Byrnes 916-774-5268 abyernes@roseville.ca.us

6.19. Digital Orthophotography

Memo from Senior Technology Analyst Marc Ball and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 17-52 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND GEOPHEX, LTD., AND AUTHORIZING THE CITY MANAGER TO

EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Digital Orthophotography project purpose is to document changes in City infrastructure, track development and growth, identify land use changes, and accurately map new ground features added since 2015. The new aerial photography will be loaded into the City GIS database and used citywide for applications that range from roadway improvement planning to open space analysis. The total project cost of \$21,582.00 is included in the Public Works, Environmental Utilities, and Electric Department budgets.

CC #: 8251

File #: 0800-05

CONTACT: Marc Ball 916-774-5146 mball@roseville.ca.us

6.20. Community Development Block Grant Agreement Amendment

Memo from Housing Analyst Marisol Parks and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-59 APPROVING A FIRST AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ADVOCATES FOR THE MENTALLY ILL HOUSING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item will amend the existing Community Development Block Grant funding allocation and agreement between the City of Roseville and Advocates for Mentally Ill Housing, Inc. (AMIH). This change will increase the funding for rehabilitation of AMIH's transitional home at 1112 William Way, Roseville, CA. The redistribution of the \$25,000.00 increase is from a cancelled soundwall activity, previously approved in May of 2016, that was deemed infeasible.

CC #: 8260

File #: 0113092

CONTACT: Danielle Foster 916-774-5446 dfoster@roseville.ca.us

Marisol Parks 916-774-5451 parksmarisol@roseville.ca.us

6.21. Housing Authority & City Council - Affirmatively Furthering Fair Housing Analysis Memorandum of Understanding

Memo from Housing Manager Danielle Foster and Economic Development Director Chris Robles recommending Council adopt CITY COUNCIL AND HOUSING AUTHORITY OF THE CITY OF ROSEVILLE RESOLUTION NO. 17-61 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE, THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY, THE CITY OF CITRUS HEIGHTS, THE CITY OF DAVIS, THE CITY OF ELK GROVE, THE CITY OF RANCHO CORDOVA, THE CITY OF ROCKLIN, THE CITY OF WEST SACRAMENTO, THE CITY OF WOODLAND, THE ROSEVILLE HOUSING AUTHORITY, AND THE HOUSING AUTHORITY OF THE COUNTY OF YOLO, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item will authorize the City Manager and the Housing Authority Director to execute the multi-party Memorandum of Understanding with local jurisdictions for the completion of a regional Affirmatively Furthering Fair Housing Analysis. The cost of this analysis will not exceed \$8,160.00 and will be paid for from Community Development Block Grant and Housing Choice Voucher program budgets of the Housing Division.

There will not be any impact to the General Fund.
CC #: 8263

File #: 0709-05

CONTACT: Danielle Foster 916-774-5446 dfoster@roseville.ca.us

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

6.22. Supervisory Control and Data Acquisition System Replacement Project - Design-Assist Project Agreement Amendment, Change Orders 6 and 7, and Budget Adjustment

Memo from EIM Systems Coordinator Charles Aycock and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-60 APPROVING A FIRST AMENDMENT TO DESIGN-ASSIST PROJECT AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND WT ROSEVILLE JOINT VENTURE, A JOINT VENTURE OF WESTIN ENGINEERING, INC. AND TESCO CONTROLS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, APPROVING CHANGE ORDERS #06 AND #07, AND APPROVING CHANGE ORDER AUTHORITY; and adopt ORDINANCE NO. 5801 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Supervisory Control and Data Acquisition (SCADA) systems monitor and control all water and wastewater utility facilities throughout the City. This amendment to the agreement increases the Guaranteed Maximum Price and modifies terms of the agreement per Change Order 6 and Change Order 7 negotiations. Using Water and Wastewater Rehabilitation Funds, the budget adjustment of \$3,240,600.00 is required for the agreement amendment, and to ensure adequate funds are available in the project to achieve final completion; including up to 10% in potential future change orders.

CC #: 8262

File #: 0800-02 & 0201-01

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

6.23. Dry Creek Wastewater Treatment Plant Nitrate Reduction Project – Professional Design Services Agreement and Budget Adjustment

Memo from Senior Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-45 APPROVING A 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; and adopt ORDINANCE NO. 5797 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Brown and Caldwell will provide engineering design services, construction engineering services, and construction management services. The total cost of the agreement will not exceed \$1,412,112.00. Staff also requests a budget adjustment to transfer \$700,000.00 from the Wastewater Rehabilitation Fund to the Dry Creek Wastewater Treatment Plant Nitrate Reduction Project. The budget transfer amount will fund engineering design services, construction engineering services,

and construction management services.

CC #: 8242

File #: 0800-02 & 0201-01

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

6.24. Roseville Energy Park Controls Upgrade Capital Improvement Project – Budget Adjustment

Memo from Electric Business Analyst Emily Isaacs and Electric Utility Director Michelle Bertolino recommending Council adopt ORDINANCE NO. 5799 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval of a budget adjustment to the Roseville Energy Park Controls Upgrade capital improvement project to cover an increase in the cost to replace the turbine control system. Total cost of the adjustment is \$270,000.00. Funding is available in the Electric Construction Fund.

CC #: 8246

File #:0201-01

CONTACT: Emily Isaacs 916-746-1608 eisaacs@roseville.ca.us

Ordinances (for second reading and adoption)

6.25. Second Reading - Municipal Code Amendment - Master Schedule of User and Regulatory Fees

ORDINANCE NO. 5800 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 2.36.030 OF CHAPTER 2.36 AND SECTION 2.40.070 OF CHAPTER 2.40 OF TITLE 2, AMENDING SECTIONS 4.50.020 AND 4.50.040 OF CHAPTER 4.50, REPEALING SECTIONS 4.50.050, 4.50.060, 4.50.080, AND 4.50.100 OF CHAPTER 4.50, AND AMENDING SECTION 4.57.030 OF CHAPTER 4.57 OF TITLE 4, AMENDING SECTIONS 7.16.050, 7.16.100, AND 7.16.110 OF CHAPTER 7.16, AMENDING SECTION 7.20.030 OF CHAPTER 7.20, AMENDING SECTION 7.36.110 OF CHAPTER 7.36, AMENDING SECTION 7.48.035 OF CHAPTER 7.48, AMENDING SECTIONS 7.56.010, 7.56.020, AND 7.56.030 OF CHAPTER 7.56, AND REPEALING SECTION 7.56.040 OF CHAPTER 7.56 OF TITLE 7, AMENDING SECTIONS 8.04.070 AND 8.04.080 OF CHAPTER 8.04 OF TITLE 8, AMENDING SECTION 9.17.030 OF CHAPTER 9.17 OF TITLE 9, AMENDING SECTIONS 10.64.060, 10.64.110, 10.64.160 AND 10.64.180 OF CHAPTER 10.64, AMENDING SECTION 10.65.080 OF CHAPTER 10.65 AND AMENDING SECTION 10.66.080 OF CHAPTER 10.66 OF TITLE 10, AMENDING SECTION 11.20.530 OF CHAPTER 11.20 OF TITLE 11, AMENDING SECTION 13.20.070 OF CHAPTER 13.20, AMENDING SECTION 13.21.030 OF CHAPTER 13.21 AND AMENDING SECTION 13.28.070 OF CHAPTER 13.28 OF TITLE 13, AMENDING SECTIONS 14.04.040, 14.04.060, 14.04.065, 14.04.070 AND 14.04.071 OF CHAPTER 14.04, REPEALING 14.04.200 OF CHAPTER 14.04, AMENDING SECTIONS 14.08.105 AND 14.08.130 OF CHAPTER 14.08, AMENDING SECTIONS 14.10.080 AND 14.10.090 OF CHAPTER 14.10, AMENDING SECTION 14.11.050 OF CHAPTER 14.11, AMENDING SECTIONS 14.14.150, 14.14.180, 14.14.210 AND 14.14.360 OF CHAPTER 14.14,

AMENDING SECTIONS 14.17.070 AND 14.17.080 OF CHAPTER 14.17, AMENDING SECTIONS 14.20.220, 14.20.230 AND 14.20.240 OF CHAPTER 14.20, AMENDING SECTIONS 14.26.330 AND 14.26.430 OF CHAPTER 14.26 OF TITLE 14, AND AMENDING SECTION 16.04.120 OF CHAPTER 16.04 OF TITLE 16 REGARDING USER AND REGULATORY FEES, for second reading and adoption.

CC #: 8258

File #: 0215

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Jay Panzica 916-774-5320 jpanzica@roseville.ca.us

END OF CONSENT CALENDAR

7. SPECIAL REQUESTS/REPORTS/PRESENTATION

7.1. Potential New Auxiliary Positions for City Council

Memo from City Clerk Sonia Orozco and City Manager Rob Jenson requesting the City Council consider the addition of auxiliary positions for City Council attendance and participation on a rotational basis, except for those positions which require a formal appointment. The following are the auxiliary positions that merit consideration:

- Greater Sacramento Area Economic Council (GSAC) - Appointment
- Roseville Area Chamber of Commerce Government Affairs Committee and Roseville Area Chamber of Commerce - Rotation
- Roseville Coalition of Neighborhood Association (RCONA) - Rotation
- Sacramento Metro Chamber - Rotation
- Sun City Roseville - Rotation
- Rocklin/Lincoln/Roseville 2x2x2 - Rotation

CC #: 8261

File #: 0102-12

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

7.2. Homeless Survey Results - Council Direction

Memo from Government Relations Administrator Mark Wolinski and Economic Development Director Chris Robles with results of a survey implemented by the City to assess the City's unsheltered homeless population to ensure the City is directing its efforts effectively to support and collaborate with the many local service providers in their mission to serve the homeless.

CC #: 8259

File #: 0709-05

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

7.3. Financial Reports for Fiscal Year Ended June 30, 2016

Memo from Controller Jacquelyn Flickinger and Finance Director Monty Hanks with a presentation of audits done on the City's financial statements for the fiscal year

ended June 30, 2016. There is no impact to the City's General Fund.

CC #: 8194

File #: 0201-02

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

8. COUNCIL / STAFF / REPORTS/ COMMENTS

8.1. Chief Financial Officer Jay Panzica with Budget Schedule

8.2. Parks, Recreation & Libraries Director Dion Louthan with Placer Valley Tourism Partnership/Roseville Aquatics Complex Update

9. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 8264
File #: 0102-03

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

Meeting Date: 2/1/2017
Item #: 6.1.

RECOMMENDATION TO COUNCIL

Approve the Minutes of the September 21, 2016 City Council Special Closed Session/City Council Meeting, October 4, 2016 City Council Special Closed Session, October 5, 2016 City Council Meeting, October 11, 2016 City Council Goals Workshop, October 19, 2016 City Council Meeting, November 1, 2016 City Council Special Closed Session, November 2, 2016 City Council Meeting/Finance Authority Meeting, November 7, 2016 City Council Closed Session, November 16, 2016 City Council Closed Session/City Council Meeting/Housing Authority Meeting/Successor Agency of the Redevelopment Agency, November 30, 2016 City Council Closed Session, December 7, 2016 City Council Swearing-In Ceremony, December 7, 2017 City Council/Housing Authority Meeting, December 8, 2016 City Council Closed Session.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

September 21, 2016

October 4, 2016

October 5, 2016

October 11, 2016

October 19, 2016

November 1, 2016

November 2, 2016

November 7, 2016

November 16, 2016

November 30, 2016

December 7, 2016 Swearing In

December 7, 2016

December 8, 2016

December 14, 2016 Workshop

December 14, 2016



MINUTES

September 21, 2016

CITY COUNCIL SPECIAL CLOSED SESSION

6:30 p.m.

CITY COUNCIL MEETING

7:00 p.m.

City Council Chambers

311 Vernon Street

Roseville, California

A. CLOSED SESSION CALL TO ORDER

Vice Mayor Rohan called the City Council Special Closed Session to order on September 21, 2016 at 6:30 p.m.

B. SILENT CLOSED SESSION ROLL CALL

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

C. CLOSED SESSION PUBLIC COMMENTS

No public comment received.

D. CLOSED SESSION ITEM

1. Conference with Legal Counsel – Anticipated Litigation – one matter
Pursuant to Government Code Section 54956.9(d)(2) and (e)(5)
Significant exposure to litigation based on threat of litigation
CONTACT: Robert Schmitt (916) 774-5325 rschmitt@roseville.ca.us

Closed Session Disclosure: City Attorney Robert Schmitt stated no reportable action was taken.

E. CLOSED SESSION ADJOURNMENT

The Closed Session was adjourned at 6:45 p.m. by consensus.

1. CALL TO ORDER

Vice Mayor Susan Rohan called the September 21, 2016 City Council meeting to order at 7:00 p.m.

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by City Manager Rob Jensen.

4. MEETING PROCEDURES**NOTICE TO THE PUBLIC**

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

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PRESENTATIONS**5.1. Proclamation - Ostomy Awareness Day**

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

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

Councilmember Tim Herman read the proclamation. Daniel Shockley, United Ostomy Association of American Advocate and colon cancer survivor was not present.

6. PUBLIC COMMENTS**NOTICE TO THE PUBLIC**

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

No public comment received.

7. CONSENT CALENDAR**NOTICE TO THE PUBLIC**

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

BEGINNING OF CONSENT CALENDAR

Approval of Consent Calendar

City Clerk Sonia Orozco announced that the minutes for the July 20, 2016 Council Meeting would be dropped from the agenda due to a lack of quorum of members present for approval. All other items approved as recommended.

Minutes**7.1. Minutes of Prior Meetings**

Memo from City Clerk Sonia Orozco recommending Council approve the Minutes of June 1, 2016 City Council/Finance Authority/Housing Authority/Natural Gas Financing Authority/Successor Agency to the Redevelopment Agency meeting, and June 8, 2016 City Council Budget Workshop, and June 15, 2016 City Council/Housing Authority meeting, and July 6, 2016 City Council meeting, and July 20, 2016 City Council meeting.
CC #: 8002

File #: 0102-03

CONTACT: Sonia Orozco (916) 774-5263 sorozco@roseville.ca.us – **Dropped minutes for the July 20, 2016 meeting to be approved at a later date**

Bids / Purchases / Services**7.2. Roller Compacted Concrete Pilot Project - Reject all Bids and Budget Adjustment**

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

CC #: 7986

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

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

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

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-410 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND PBM CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5739 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is a request to award a contract to the apparent low bidder, PBM Construction, Inc., for construction of the Hamel Park Restroom Installation and approve a budget adjustment

of \$65,000.00 to fully fund the project. The scope of work includes construction of a new restroom building in the amount of \$198,578.00. Staff also requests authorization to approve change order requests in an amount not to exceed 10% of the contracted amount. Funding for the project was originally approved in FY2014-15 through the North Roseville Specific Plan Park Development Fund.

CC #: 7988

File #: 0201-01 & 0704-01

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

7.4. Ultraviolet Light Disinfection Equipment - Open Purchase Order

Memo from Senior Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending Council authorize an open annual purchase order, including four optional one-year renewals authorized by staff, to Coombs-Hopkins/DC Frost for the purchase of Trojan Technologies ultraviolet light disinfection equipment used by the City's two wastewater treatment plants. The total annual cost will not exceed \$150,000.00 (\$75,000.00 per plant). Funding is included in the Wastewater Fund through the approved annual Wastewater Operations Budget.

CC #: 7983

File #: 0203-09

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

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

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

CC #: 7981

File #: 0203-13-02

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

7.6. Disaster Recovery Storage Device Purchase

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

CC #: 7974

File #: 0203-06

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

7.7. CCTV Camera Transporter Purchase

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

CC #: 7971

File #: 0203-09

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

7.8. Residential Load Management Program - Service Agreement Amendment

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

CC #: 7985

File #: 0800-03

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

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

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

CC #: 7981

File #: 0203-13-02

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

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

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

CC #: 7982

File #: 0203-13-02

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

- 7.11. Alarm Permitting and False Alarm Reduction Program - Service Agreement Amendment
Memo from Department Public Information Officer Dee Dee Gunther and Police Chief Daniel Hahn recommending Council adopt RESOLUTION NO. 16-398 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND AOT PUBLIC SAFETY CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1603007). City Council approved the most recent two-year contract and service agreement with the company in December, 2015 in the amount of \$75,000.00. That amount was estimated based on a one-year agreement rather than the actual two-year contract period. Staff is requesting an additional \$70,000.00 be added to fund the current agreement until it expires in December, 2017. The amended amount of \$145,000.00 for a two-year contract period is in line with average amounts used in previous years. Because this is a performance-based contract, with the contractor collecting fees and fines, retaining their percentage and paying the remainder to the City as revenue, there is no out-of-pocket expense to the City, and no budget adjustment is required.
CC #: 7970
File #: 0323
CONTACT: Dee Dee Gunther (916) 774-5015 ddgunther@roseville.ca.us
- 7.12. Foothills Boulevard & Roseville Parkway - Certificate of Completion
Memo from Construction Inspector Darin Crockett and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-416 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS FOOTHILLS BOULEVARD AND ROSEVILLE PARKWAY PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.
CC #: 7996
File #: 0400-04-18
CONTACT: Darin Crockett (916) 746-1324 dcrockett@roseville.ca.us
- 7.13. Owners Engineer Services for Turbine Control Retrofit Projects - Professional Services Agreement
Memo from Senior Power Plant Engineer Jason Miller and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 16-414 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MECHANICAL DYNAMICS & ANALYSIS, LTD., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is an agreement for owner's engineer services related to power plant turbine control retrofit projects. Total cost not to exceed \$250,000.00. Funding is included in the Electric Department budget for FY2017.
CC #: 7994
File #: 0800-03
CONTACT: Jason Miller (916) 746-1665 jmiller@roseville.ca.us

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

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

CC #: 7980

File #: 0721

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

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

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

CC #: 7993

File #: 0214

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

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

7.16. Adjusting Employer Contribution and Rescinding Health Benefit Vesting

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

CC #: 7991

File #: 0600-04

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

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

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

CC #: 7973

File #: 0800-01

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

7.18. 2016 City-Wide Records Retention Schedule Update

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

CC #: 7969

File #: 0504-01

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

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

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

CC #: 7987

File #: 0109-02

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

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

Memo from Assistant Engineer Noah Siviglia and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-401 APPROVING A FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND WOOD ROGERS, INC., AND AUTHORIZING THE

CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is an amendment to the professional services agreement with Wood Rodgers, Inc. for additional storm drain design, environmental permitting services, and bid and construction support for the Hillcrest Storm Drain Improvement Project. The cost of the additional services is \$228,090.66, bringing the total contract amount to \$446,369.66. This project is fully funded with gas tax funds and is already in the project's budget so no budget adjustment is necessary.

CC #: 7975

File #: 0800-04

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

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

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

Memo from EIM Systems Administrator Charles Aycock and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-402 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CAROLLO ENGINEERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5737 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests that Council approve a professional services agreement with Carollo Engineers for arc flash hazard analysis of City facilities as required by the Environmental Utilities Department Electrical Safety Program. Total cost of the agreement is \$153,888.00 with funds available in the FY2015 Rehabilitation Capital Improvement Project (CIP). The budget adjustment of \$20,000.00 from the Highway Users Tax Fund is necessary to provide adequate funding in the CIP to pay for the engineering services of the Public Works Department included in this Professional Services Agreement.

CC #: 7978

File #: 0201-01 & 0800-02

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

Ordinances (for second reading and adoption)

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

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

CC #: 7997

File #: 0721-03

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

Reports / Requests

7.23. Modification to the Downtown Commercial Permit Parking Program

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

CC #: 7976

File #: 0316-03

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

7.24. Out of State Travel Request - Electric Department

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

CC #: 7977

File #: 0800-04

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

7.25. Out of State Travel Request - Police Department

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

CC #: 7990

File #: 0600-02

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

Ceremonial Documents

7.26. Proclamation - Constitution Week

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

CC #: 8001

File #: 0102-06

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

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

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

CC: 8003

File #: 0102-10

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

Motion by Herman, seconded by Gore, to drop item the July 20, 2016 minutes from item 7.1 and approve the remaining items on the Consent Calendar as recommended.

Roll Call Vote:

Ayes: Gore, Rohan, Herman

Noes: None
Absent: Roccucci, Garcia

END OF CONSENT CALENDAR

8.

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

Memo from Assistant Environmental Utilities Director Kelye McKinney and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-415 APPROVING A REGIONAL WATER AUTHORITY PROJECT AGREEMENT, BY AND BETWEEN THE REGIONAL WATER AUTHORITY AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This agreement authorizes the City to contribute funding to the Regional Water Authority for the preparation of a Regional Water Reliability Plan. The total estimated cost to complete the project is \$821,000.00. Of that total, \$361,000.00 is funded through a Regional Drought Contingency Plan grant from the United States Bureau of Reclamation and \$460,000.00 will be funded by 21 project participants including the City. Roseville would contribute a not-to-exceed amount of \$50,000.00. Funds for this work will come from the Water Construction Fund through an existing Capital Improvement Project, Regional Water Supply Reliability Studies. The project is expected to be complete by December 2017.

CC #: 7995

File #: 0800-02

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

Environmental Utilities Director Richard Plecker made the presentation to Council.

No public comment received.

Motion by Herman, seconded by Gore, to adopt RESOLUTION NO. 16-415 APPROVING A REGIONAL WATER AUTHORITY PROJECT AGREEMENT, BY AND BETWEEN THE REGIONAL WATER AUTHORITY AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE.

Roll Call Vote:

Ayes: Gore, Rohan, Herman

Noes: None

Absent: Roccucci, Garcia

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

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

Groundwater Management Plan work is appropriated from the Roseville Water Operations Fund.

CC #: 8000

File #: 0800-02

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

Environmental Utilities Director Richard Plecker made the presentation to Council.

No public comment received.

Motion by Herman, seconded by Gore, to adopt RESOLUTION NO. 16-405 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND GEI CONSULTANTS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE.

Roll Call Vote:

Ayes: Gore, Rohan, Herman

Noes: None

Absent: Roccucci, Garcia

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

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

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

CC #: 7979

File #: 0102

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

Amy Ruiz (916) 746-1362 aruiz@roseville.ca.us

City Clerk Sonia Orozco made the presentation to Council.

Werner Kuehn, Roseville Coalition of Neighborhood Associations representative, spoke in support.

Motion by Gore, seconded by Herman, to award \$2,700.00 from the Council Discretionary Fund to the Roseville Coalition of Neighborhood Associations to cover the cost of Movies in the Park and Santa in the Park.

Roll Call Vote:

Ayes: Gore, Rohan, Herman

Noes: None

Absent: Roccucci, Garcia

9.2. Grand Jury Response

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

CC #: 7998

File #: 0323

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

Police Chief Daniel Hahn made the presentation to Council.

No public comment received.

For information only; no action required.

9.3. League of California Cities Annual Conference Resolution

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

CC #: 7999

File #: 0106

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

Government Relations Administrator Mark Wolinski made the presentation to Council.

No public comment received.

Motion by Herman, seconded by Gore, to vote to disapprove Resolution No. 1 being considered at the upcoming League of California Cities annual conference.

Roll Call Vote:

Ayes: Gore, Rohan, Herman

Noes: None

Absent: Roccucci, Garcia

9.4. Technology Upgrades to Council Chambers

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

CC #: 7989

File #: 0800-07

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

Citywide Public Information Officer Brian Jacobson made the presentation to Council.

No public comment received.

For information only; no action required.

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

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

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

CC #: 7972

File #: 0113-02

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

Chris Robles (916) 774-5421 crobles@roseville.ca.us

Vice Mayor Rohan opened the public hearing.

Economic Development Director Chris Robles introduced Housing Manager Danielle Foster.

Housing Manager Danielle Foster made the presentation to Council.

Dr. Tom Stanko, Vice President of St. Vincent De Paul Society, spoke in support of the BAGS program, which provides delivery of nine nutritional meals.

Vice Mayor Rohan closed the public hearing.

Motion by Herman, seconded by Gore, to adopt RESOLUTION NO. 16-400 APPROVING THE 2015 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) AND AUTHORIZING THE ECONOMIC DEVELOPMENT DIRECTOR TO SUBMIT THE CDBG 2015 CAPER TO THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD).

Roll Call Vote:

Ayes: Gore, Rohan, Herman

Noes: None

Absent: Roccucci, Garcia

11. COUNCIL / STAFF / REPORTS/ COMMENTS

State of the City Address – Councilmember Herman reported on attendance.

Miners Ravine Clean-up – Councilmember Gore reported.

Capitol Corridor Joint Powers Authority Meeting – Vice Mayor Rohan reported.

Sacramento Area Council of Governments Meeting – Vice Mayor Rohan reported.

12. ADJOURNMENT

Motion by Gore, seconded by Herman, to adjourn the meeting at 7:45 p.m.

Vote: All Ayes

SUSAN ROHAN, VICE MAYOR

SONIA OROZCO, CMC
CITY CLERK



MINUTES

October 4, 2016

CITY COUNCIL SPECIAL CLOSED SESSION

4:30 p.m.

Hutchison Conference Room

311 Vernon Street

Roseville, California

A. CLOSED SESSION CALL TO ORDER

Mayor Carol Garcia called the October 4, 2016 City Council Special Closed Session to order at 4:30 p.m. in the Hutchison Conference Room.

B. CLOSED SESSION SILENT ROLL CALL

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

C. CLOSED SESSION PUBLIC COMMENTS

No public comment received.

D. CLOSED SESSION

D.1. Conference with Labor Negotiator

Pursuant to California Government Code Section 54957.6

Employee Organization: Roseville Firefighters, Local 1592

Agency designated representative: Gayle Satchwell

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

Closed Session Disclosure: City Attorney Robert Schmitt stated no reportable action was taken.

E. CLOSED SESSION ADJOURNMENT

Motion by Gore, seconded by Roccucci, to adjourn the meeting.

Vote: All Ayes

CAROL GARCIA, MAYOR

SONIA OROZCO, CMC
CITY CLERK



MINUTES

October 5, 2016

CITY COUNCIL MEETING

7:00 p.m.

City Council Chambers

311 Vernon Street

Roseville, California

1. CALL TO ORDER

Mayor Carol Garcia called the October 5, 2016 City Council meeting to order at 7:00 p.m.

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Howard Cuttings, Sunrise Elementary School student, and Boy Scout Troop 804.

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

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

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

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

No public comment received.

6. CONSENT CALENDAR**NOTICE TO THE PUBLIC**

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

BEGINNING OF CONSENT CALENDAR**Approval of Consent Calendar**

Removed item 6.14 from the Consent Calendar for separate discussion and approve the remaining items as recommended.

Minutes**6.1. Minutes of Prior Meetings**

Memo from City Clerk Sonia Orozco recommending Council approve the Minutes of August 17, 2016 City Council Special Workshop/Special Closed Session, and August 17, 2016 City Council meeting.

CC #: 8009

File #: 0102-03

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

Bids / Purchases / Services**6.2. Napa Auto Parts - Purchase Order**

Memo from Fleet Manager Brian Craighead and Central Services Director Paul Diefenbach recommending Council authorize a blanket purchase order to NAPA Auto Parts, c/o Bart Industries for the purchase of auto parts utilizing National Joint Powers Alliance contract #031212-GPC. The Vehicle Maintenance Department has a recurring demand for a variety of auto parts to maintain the City's vehicle fleet. The auto parts will be purchased on an as needed basis throughout the year by the City's Fleet Services Division. The estimated total value of the award is \$70,000.00. Funding is included in the Vehicle Repair and Preparation budget for FY2016-17.

CC #: 8008

File #: 0203-02

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

6.3. Gillig Bus Parts - Purchase Order

Memo from Fleet Manager Brian Craighead and Central Services Director Paul Diefenbach recommending Council authorize a sole source purchase order to Gillig LLC for bus parts. The total estimated annual purchase will be \$50,000.00 or not to exceed budgeted amount. Funding for the Gillig parts is included in the FY2016-17 Vehicle Repair & Preparation budget. Staff is also requesting authorization to renew without further Council approval until FY2020-21.

CC #: 8011

File #: 0203-02

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

6.4. Truck and Equipment Parts - Purchase Order

Memo from Fleet Manager Brian Craighead and Central Services Director Paul Diefenbach recommending Council authorize a sole source purchase order to Preferred Truck and Equipment for parts. The total estimated annual purchase will be \$50,000.00, or not to exceed budgeted amount. Funding for the Preferred Truck & Equipment parts is included in the FY2016-17 Vehicle Repair & Preparation budget. Staff is also requesting authorization to renew without further Council approval until FY2020-21.

CC #: 8013

File #: 0203-02

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

6.5. Refuse Compactor - Purchase Order

Memo from Refuse Superintendent Shelly Tilley and Environmental Utilities Director Richard Plecker recommending Council authorize a purchase order for a 25-yard Wastequip Self-Contained refuse compactor for use by the future tenant of 316 Vernon, utilizing National Joint Powers Alliance Contract #060612-WQI. The total estimated cost for the compactor is \$24,667.59, and will be funded through the Solid Waste Division's Capital Purchases fund.

CC #: 8021

File #: 0203-09

CONTACT: Shelly Tilley (916) 774-5785 stilley@roseville.ca.us

6.6. Residential and Commercial Electric Revenue Meters - Sole Source Purchase Order

Memo from Electric Line Construction Supervisor Tom Cox and Electric Utility Director Michele Bertolino recommending Council authorize a multi-year open purchase order through FY2017-18 to General Pacific, Inc., as the sole source for ITRON residential and commercial electric revenue meters. General Pacific, Inc. is the only authorized distributor and the sole source for ITRON meters in Northern California. The City utilizes ITRON meters to provide electric consumption data for commercial and residential customer billing purposes. Staff estimates that they will purchase approximately 2,500 meters in the coming year based on historical data and knowledge of future requirements. The meters will be purchased on an as needed basis throughout the year. The estimated total annual cost of the electric revenue meters is \$460,000.00. Funding is included in Roseville Electric Utility's FY2016-17 budget.

CC #: 8019

File #: 0203-07

CONTACT: Tom Cox (916) 774-5611 tcox@roseville.ca.us

Resolutions

6.7. Westbrook Phase I Villages 5A/5B Phase 2 - Certificate of Completion

Memo from Senior Construction Inspector John Hernandez and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-423 OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WESTBROOK PHASE 1 VILLAGES 5A/5B PHASE 2 PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the Westbrook Phase I Villages 5A/5B Phase 2 project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 8022

File #: 0400-04-09-1

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

6.8. Foothills Boulevard and Roseville Parkway Reimbursement Agreement

Memo from Associate Engineer Matt Todd and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-429 APPROVING A REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CLEARVIEW 8035 FOOTHILLS BOULEVARD, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests the approval and execution of a reimbursement agreement between the City and Clearview 8035 Foothills Boulevard, LLC for the construction of public improvements beyond the scope of this project. This item will have no impact to the City's General Fund. The reimbursement of \$353,080.00 is funded through the City's Traffic Mitigation Fund and specifically from the Developer Reimbursement account.

CC #: 8029

File #: 1008

CONTACT: Matt Todd (916) 774-5562 mtodd@roseville.ca.us

6.9. Suspension of Collection of Public Benefit Fee for Affordable Housing

Memo from Planning Manager Greg Bitter and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-427 APPROVING SUSPENSION OF PUBLIC BENEFIT FEES FOR AFFORDABLE HOUSING. On August 17, 2016, Council directed staff to return with the appropriate provisions to suspend collection of the Public Benefit Fee, for a period of five years, for all new affordable housing units on a citywide basis. This action will have no impact to the City's General Fund.

CC #: 8027

File #: 0800-06

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

6.10. Federal Lobbying Support - Memorandum of Agreement

Memo from Public Affairs Administrator Sean Bigley and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-421 APPROVING A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, SAN JUAN WATER DISTRICT AND THE CITY OF FOLSOM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This proposed Memorandum of Agreement between Roseville, San Juan Water District (SJWD), and the City of Folsom will allow the City to be reimbursed by SJWD and Folsom for their equal share of costs related to ongoing federal lobbying efforts via a professional services agreement that will be brought before City Council for consideration on October 19, 2016. That professional services agreement will include annual costs not to exceed \$116,000.00 for up to three years paid through the Water Operations Fund. Funding is included in the FY2016-17 budget for this activity.

CC #: 8012

File #: 0800-02

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

6.11. Codes and Standards Energy Savings Potential Study - Professional Services Agreement

Memo from Energy Services Account Representative Bill Chaplin and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 16-419

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ZYD ENERGY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests the approval of a professional services agreement with ZYD Energy, Inc. to provide a codes and standards energy savings potential study for Roseville Electric Utility. The professional services agreement is for two years and has a not to exceed amount of \$50,000.00. Funds are included in the FY2016-17 Electric Department operations budget for public benefit programs and will be budgeted in future fiscal years.
CC #: 8007

File #: 0800-03

CONTACT: Bill Chaplin (916) 774-5605 wchaplin@roseville.ca.us

6.12. Integrated Portfolio Software System End-User License Agreement and Professional Services Agreement

Memo from Electric Risk Management Administrator Todd White and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 16-424 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ABACUS SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 16-425 APPROVING AN END-USER LICENSE AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ABACUS SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The End-User License Agreement is a five year agreement for an Integrated Portfolio Software System. The Professional Services Agreement is a short-term agreement for implementation and training services. Total cost of both agreements over the five years is not to exceed \$1,275,000.00. Funds are included in the FY2016-17 Electric Department operations budget and will be budgeted in future fiscal years.

CC #: 8023

File #: 0800-03

CONTACT: Todd White (916) 746-1668 twhite@roseville.ca.us

6.13. Support Services Program Agreement

Memo from Electric Resources Analyst Shannon McCann and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 16-428 APPROVING A SUPPORT SERVICES PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND NORTHERN CALIFORNIA POWER AGENCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Support Services Program Agreement will allow the City to utilize various support services through Northern California Power Agency. There is no cost for executing this agreement. Cost of supplemental services will be determined by each approved confirmation and will not exceed \$50,000.00 per confirmation. The costs of services confirmed under this agreement will be budgeted annually in the Electric Department budget.

CC #: 8026

File #: 0800-03

CONTACT: Shannon McCann (916) 774-5649 smccann@roseville.ca.us

6.14. Stanford Ranch/State Route 65 Interchange Improvement Project - Advancement from Traffic Mitigation Fund to the Highway 65 Joint Powers Authority

Memo from Principal Engineer Jason Shykowski and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-430 TO SUPPORT

ADVANCEMENT FROM THE CITY'S TRAFFIC MITIGATION FEE FUND TO THE HIGHWAY 65 JOINT POWERS AUTHORITY TO EXPEDITE CONSTRUCTION OF THE STANFORD RANCH/STATE ROUTE 65 INTERCHANGE IMPROVEMENT PROJECT. Staff requests Council support up to a \$2.8 million advancement from the City's developer-paid Traffic Mitigation Fee Fund to the Highway 65 Joint Powers Authority to expedite the construction of the Stanford Ranch/State Route 65 Interchange Improvement Project. This funding advancement will be repaid in conformance with the previously approved Memorandum of Understanding for the Timing, Sequencing, and Funding of Highway 65 Interchange Projects.

CC #: 8030

File #: 0800-04

CONTACT: Jason Shykowski (916) 746-1300 jshykowski@roseville.ca.us – **Removed from Consent Calendar to be discussed separately**

6.15. After School Education and Safety Program - Memorandum of Understanding

Memo from Recreation Superintendent Rob Nakamura and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-418 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE CITY SCHOOL DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This Memorandum of Understanding with the Roseville City School District continues the partnership to operate the After School Education and Safety Program (ASES) at Cirby and Woodbridge Elementary Schools. Through a State grant, the City is reimbursed a maximum of \$220,000.00 to help offset direct expenses required to operate the program. The ASES budget is allocated within the School Age Child Care Fund.

CC #: 8005

File #: 0705

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

6.16. Pre-Qualification Procedure for Certain Parks & Recreation Projects and Establish Administrative Hearing Process for Appeals

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-426 APPROVING THE PREQUALIFICATIONS PROCEDURE FOR CERTAIN PARKS AND RECREATION PROJECTS AND ESTABLISHING AN ADMINISTRATIVE HEARING PROCESS FOR APPEALS. Staff recommends approving the renewal of the Parks Pre-qualifications and appeals process for the 2017 calendar year. Projects to require pre-qualified contractors include Harry Crabb Park - Phase 2, Saugstad Skate Track, Maidu Museum Trail Repairs, W-50A School/Park site; and W-50B neighborhood park site. Funding for these projects under this list is provided by park fees allocated during the Capital Improvement Program budget process.

CC #: 8025

File #: 0704

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

6.17. Street Closure Request - Family Fun Night - October 27, 2016

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-420 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND DOWNTOWN ROSEVILLE MERCHANTS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests the approval of street closures for the Family Fun Night event on Thursday,

October 27, 2016. Street closures included are S. Grant between Oak Street and Atlantic Street; and Vernon Street between Lincoln Street and Taylor Street. The closure times will be 2:30 p.m. - 9:30 p.m. Both the City of Roseville (Parks, Recreation & Libraries Department) and the Downtown Roseville Merchants Association will contribute to the event costs. Funding for the City's portion is included in the FY2016-17 Parks, Recreation & Libraries Department budget.

CC #: 8010

File #: 0109-02

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

6.18. Pyrethroid Evaluation for the Pleasant Grove Wastewater Treatment Plant - Professional Services Agreement

Memo from Senior Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-417 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROBERTSON-BRYAN, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This professional services agreement is for the pyrethroid evaluation of the Pleasant Grove Wastewater Treatment Plant. The evaluation will establish baseline water-column pyrethroid concentration and toxicity data for Pleasant Grove Creek and for the Pleasant Grove Wastewater Treatment Plant effluent. Total cost of the services will not exceed \$98,034.00. Funding is included in the approved FY2016-17 operating budget for the Pleasant Grove Wastewater Treatment Plant.

CC #: 8004

File #: 0800-02

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

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

6.19. Carry Forward of Stormwater Management Funds from Development Services to Environmental Utilities - Budget Adjustment

Memo from Refuse Utility Manager Devin Whittington and Environmental Utilities Director Richard Plecker recommending Council adopt ORDINANCE NO. 5741 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This budget adjustment in the amount of \$19,879.00 is to transfer available funds from Development Services to Environmental Utilities. The funds will pay for professional services currently underway in the Stormwater Management program, extending from the previous fiscal year into the current fiscal year. The source of the funds are from the dis-encumbrance of the funds from the FY2015-16 fund balance to FY2016-17.

CC #: 8006

File #: 0201-01 & 0800-02

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

6.20. Dry Creek Wastewater Treatment Plant Cogeneration Project - Professional Design Services Agreement and Budget Adjustment

Memo from Senior Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-422 APPROVING A 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; and adopt ORDINANCE NO. 5742 OF THE COUNCIL OF THE CITY OF ROSEVILLE

AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests a professional design services agreement with Brown and Caldwell for the design of the Dry Creek Wastewater Treatment Plant Cogeneration Project. Brown and Caldwell will provide engineering design services, construction engineering services, Self-Generation Incentive Program grant fund program assistance, and perform an energy audit as required by the grant program. The total cost of the agreement will not exceed \$1,091,616.00. Staff also requests a budget adjustment to transfer \$1,091,616.00 from the Wastewater Rehabilitation Fund to the Dry Creek Wastewater Treatment Plant Cogeneration Project. The budget transfer amount will fund engineering design and construction services as well as related Self-Generation Incentive Program grant fund program assistance services.

CC #: 8016

File #: 0800-02 & 0201-01

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

6.21. R.E.A.C.H. - Budget Adjustment

Memo from Executive Assistant to the City Manager Vicki Philpott and City Manager Rob Jensen recommending Council adopt ORDINANCE NO. 5747 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This budget adjustment in the amount of \$250.00 will record the revenue and expenditure for an unexpected donation and distribution of proceeds from the 2nd Annual All Employee Charity Softball Tournament.

CC #: 8033

File #: 0102 & 0201-01

CONTACT: Vicki Philpott (916) 774-5353 vphilpott@roseville.ca.us

6.22. Carry Forward of Open Contracts, Agreements, and Purchase Orders from Fiscal Year 2015-16 to Fiscal Year 2016-17 - Budget Adjustment

Memo from Budget Analyst Brandon Ladd and Finance Director Monty Hanks recommending Council adopt ORDINANCE NO. 5743 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Approval of this request will carry forward the unspent budget for approved activity from the previous fiscal year to the current fiscal year. As of June 30, 2016, the City retained multiple open contracts, agreements, and purchase orders for expenses that were originally budgeted and planned for use in FY2015-16. The goods and/or services were budgeted during FY2015-16, but have been or will be paid in FY2016-17. There is no fiscal impact.

CC #: 8017

File #: 0201 & 0201-01

CONTACT: Brandon Ladd (916) 774-5389 bladd@roseville.ca.us

Kathy Cullen (916) 746-1306 kcullen@roseville.ca.us

6.23. Finance and City Manager's Office Staffing Changes

Memo from Human Resources Manager Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5744 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5705, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "E" TO BE EFFECTIVE OCTOBER 8, 2016, AS AN URGENCY MEASURE;

and adopt ORDINANCE NO. 5745 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5725, THE SALARY ORDINANCE FOR CONFIDENTIAL EMPLOYEES, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE OCTOBER 8, 2016, AS AN URGENCY MEASURE; and approve an allocation schedule reflecting the addition of one Controller allocation, deleting one Accounting Manager allocation, adding one Financial Analyst allocation in the Finance Department; and deleting one Executive Assistant to the City Manager allocation and adding two Executive Assistant allocations in the City Manager's Office; and adding one Office Assistant allocation in the Economic Development Department. The proposed changes in the Finance Department will result in an annual cost of \$66,776.00 and a fiscal impact of \$48,798.00. The fiscal impact for the Financial Analyst II was included in the FY2016-17 budget and the fiscal impact for the Controller of \$6,712.00 will be covered by salary savings due to vacancies. The proposed changes in the City Manager's office result in an annual savings to the General Fund of \$85,654.00 and a fiscal savings of \$62,593.00.

CC #: 8018

File #: 0600-01

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

Reports / Requests

6.24. Home Depot Parcel Map - 10001 Fairway Drive

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council approve the Home Depot parcel map located at 10001 Fairway Drive. Engineering has completed its review of the parcel map and found that it is in compliance with the approved tentative map. This map will be creating two commercial parcels. The actions requested have no fiscal impact to the City's General Fund.

CC #: 8026

File #: 0400-07 & 0400-04-06-1

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

6.25. Housing Authority Status Report - Housing Choice Voucher Program Activity

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Chris Robles providing the Council, acting as the Roseville Housing Authority Governing Board, a quarterly informational report on the Roseville Housing Authority Housing Choice Voucher Program. This report is for informational purposes only and has no impact on the City's General Fund.

CC #: 8024

File #: 0709-02-01

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

Ceremonial Documents

6.26. Proclamation - Extra Mile Day

Proclaim November 1, 2016 as Extra Mile Day and urge individuals in the community to take time on this day to "go the extra mile", and to acknowledge those individuals who are inspirational in their efforts and commitments to making their organizations, families, communities, and world a better place.

CC #: 8031

File #: 0102-06

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

Motion by Roccucci, seconded by Gore, to remove item 6.14 from the Consent Calendar to be discussed separately and that the remaining items be approved as recommended.

Roll Call Vote:

Ayes: Gore, Roccucci, Garcia
Noes: None
Absent: Herman, Rohan

REMOVED FROM CONSENT CALENDAR

6.14. Stanford Ranch/State Route 65 Interchange Improvement Project - Advancement from Traffic Mitigation Fund to the Highway 65 Joint Powers Authority

Memo from Principal Engineer Jason Shykowski and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-430 TO SUPPORT ADVANCEMENT FROM THE CITY'S TRAFFIC MITIGATION FEE FUND TO THE HIGHWAY 65 JOINT POWERS AUTHORITY TO EXPEDITE CONSTRUCTION OF THE STANFORD RANCH/STATE ROUTE 65 INTERCHANGE IMPROVEMENT PROJECT. Staff requests Council support up to a \$2.8 million advancement from the City's developer-paid Traffic Mitigation Fee Fund to the Highway 65 Joint Powers Authority to expedite the construction of the Stanford Ranch/State Route 65 Interchange Improvement Project. This funding advancement will be repaid in conformance with the previously approved Memorandum of Understanding for the Timing, Sequencing, and Funding of Highway 65 Interchange Projects.

CC #: 8030

File #: 0800-04

CONTACT: Jason Shykowski (916) 746-1300 jshykowski@roseville.ca.us

Public Works Director Rhon Herndon addressed Council.

No public comment received.

Motion by Gore, seconded by Roccucci, to adopt RESOLUTION NO. 16-430 TO SUPPORT ADVANCEMENT FROM THE CITY'S TRAFFIC MITIGATION FEE FUND TO THE HIGHWAY 65 JOINT POWERS AUTHORITY TO EXPEDITE CONSTRUCTION OF THE STANFORD RANCH/STATE ROUTE 65 INTERCHANGE IMPROVEMENT PROJECT.

Roll Call Vote:

Ayes: Gore, Roccucci, Garcia
Noes: None
Absent: Herman, Rohan

END OF CONSENT CALENDAR

7. MINUTES

7.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending Council approve the Minutes of July 20, 2016 City Council meeting (Herman absent), August 3, 2016 City Council meeting (Garcia absent), and September 7, 2016 City Council Meeting (Garcia absent).

CC #: 8015

File #: 0102-03

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

City Clerk Sonia Orozco announced that the minutes for the August 3, 2016 and the September 7, 2016 meetings are withdrawn as there is not a quorum of members eligible to vote.

Motion by Gore, seconded by Roccucci to approve the minutes of the July 20, 2016 City Council meeting

Roll Call Vote:

Ayes: Gore, Roccucci, Garcia
Noes: None
Absent: Herman, Rohan

8. ORDINANCES

8.1. PG&E Community Pipeline Safety Initiative - Budget Adjustment

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt ORDINANCE NO. 5746 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Parks, Recreation & Libraries Department requests a budget adjustment of \$10,000.00 to establish a new Community Pipeline Safety Initiative Capital Improvement Project for pipeline improvements funded by Pacific Gas & Electric (PG&E). Planned project costs currently include staff time and an arborist report. If the City fully draws down this initial advance, PG&E has agreed to provide additional funding to cover project costs. There is no net impact to the General Capital Improvement Project Rehab Fund or General Fund.

CC #: 8034

File #: 0704

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

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

No public comment received.

Motion by Gore, seconded by Roccucci, to adopt ORDINANCE NO. 5746 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE.

Roll Call Vote:

Ayes: Gore, Roccucci, Garcia
Noes: None
Absent: Herman, Rohan

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Council Discretionary Funds Request - Woodcreek National Honor Society

Memo from Management Assistant Amy Ruiz and City Clerk Sonia Orozco recommending Council consider the request for discretionary funding from Woodcreek High School National Honor Society for six members and one advisor to attend the National Leadership Conference in Denver, Colorado. The trip cost is close to \$5,000.00 for flight, room, and registration. Woodcreek High School National Honor Society is requesting any amount of sponsorship to contribute to the cost of the trip.

CC #: 8032

File #: 0102

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

City Clerk Sonia Orozco made the presentation to Council.

Emily Romero, Woodcreek National Honor Society President, and other members, spoke in support of funding.

Motion by Gore, seconded by Roccucci, to award \$500.00 of Council Discretionary Funds to the Woodcreek High School National Honor Society for six members and one advisor to attend the National Leadership Conference.

Roll Call Vote:

Ayes: Gore, Roccucci, Garcia

Noes: None

Absent: Herman, Rohan

10. APPOINTMENTS

10.1. Appointment to Planning Commission

Memo from Deputy City Clerk Mary Esquivel and City Clerk Sonia Orozco recommending Council appoint (1) one member to the Planning Commission with a term ending June 30, 2020, from the following (13) thirteen individuals who submitted applications for consideration: Samson Badal, Erich Brashears, Kathryn Jacobsen, Dale Liang, Paige Luben, Tracy Mendonsa, Kelly Montgomery, Cynthia Moore, Neil Peacock, Laxmi Rao, Robert Sanchez, Louise (Sandy) Santiago, and Jasmine Vu.

CC #: 8014

File #: 0103 & 0103-07-02

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

Item removed to be relisted at a future meeting.

11. COUNCIL / STAFF / REPORTS/ COMMENTS

Placer County Flood Control Meeting – Councilmember Roccucci reported on attendance.

Placer County Water Authority/Roseville Water Meeting – Councilmember Roccucci reported on attendance.

Northern California Power Agency (NCPA) Annual Conference - Councilmember Roccucci reported on attendance and congratulated Mayor Garcia for receiving the Pride on NCPA Award.

Pride of Roseville Ceremony – Mayor Garcia congratulated winners.

12. ADJOURNMENT

Motion by Gore, seconded by Roccucci, to adjourn the meeting at 7:30 p.m.

CAROL GARCIA, MAYOR

SONIA OROZCO, CMC
CITY CLERK



MINUTES

October 11, 2016

CITY COUNCIL GOALS WORKSHOP

6:00 p.m.

Maidu Community Center

Meeting Room 1

1550 Maidu Drive

Roseville, California

1. CALL TO ORDER

Mayor Carol Garcia called the October 11, 2016 City Council Goals Workshop to order at 6:00 p.m. in the Maidu Community Center Meeting Room 1.

2. SILENT ROLL CALL

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

The Pledge of Allegiance was led by City Clerk Sonia Orozco.

NOTICE TO THE PUBLIC

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

3. PUBLIC COMMENTS

Keith Diederich, Gathering Inn CEO, spoke in support of partnership with the Roseville Police Department and in support of relationship with the City of Roseville.

4. INTRODUCTION – City Manager Rob Jensen

City Manager Rob Jensen made the Introduction presentation to Council.

1. Kick off of budget process
2. Provide Council opportunity to provide policy direction
3. Outcomes of 2015 Goals Workshop
 - a. Focus on maintaining service levels

- b. Increased Police staffing
- c. Increased Code Enforcement efforts
- d. City Entryways
- e. Increased focus on Economic Development
- f. Revisit Conference Center Opportunities

5. BUDGET OVERVIEW – City Manager Rob Jensen and Chief Financial Officer Jay Panzica

City Manager Rob Jensen and Chief Financial Officer Jay Panzica made the Budget Overview presentation to Council.

- Unfunded Liabilities (PERS, OPEB, CIP Rehab)
 - Funding strategies
- Other Funds (SIF, PFF, Fire Facilities Fund)

Outcomes

- Council direction on unfunded liabilities
- Council direction on non-profit funding
- Council direction on new facility expenditures

FY16 Preliminary Results General Fund

Operating Results – Very Preliminary Information

- Unaudited
- Still being reviewed
- First test of new budgeting process
- Revenue – Better by \$1.9 million
 - \$700K Sales Tax
 - \$500K Licenses & Permits
 - \$400K Redevelopment
 - \$300K Property Tax Transfer
- Very Preliminary Results – Expenses – Better by \$2.1 million
 - \$700K underspent in Salaries, Wages & Benefits in addition to vacancy factor
 - \$1.4 million underspent in Materials & Supplies

FY18 Budget Goals

Maintain fiscal responsibility

- Implement Council priorities
- Live within our means
- Provide core services
- Eliminate practice on using fund balance
- Creation of financial policies that restore fund balances
- Successful Implementations
 - Salary Vacancy Factor was increased in FY17
 - 4% of salary and benefits removed from Salaries, Wages

- & Benefits budgets (FY16 ~ 3.7%)
 - Prevents funds from moving into Materials & Supplies
- General Fund Contingency in FY17
 - Funds were still remaining at end of FY16
 - \$1.4 million set aside in FY17 as a funding resource for unforeseen needs
 - Prevents use of fund balance
 - Strategic review and oversight of requests in FY17
- Continued Budget Goals
 - Continue to improve financial stability
 - Adding to fund balances
 - Creation of financial policies for Internal Service Funds (ISF's)
 - Workers Compensation, General Liability, Auto Replacement, Information Technology, Facilities, Parks and Equipment
 - Need to address OPEB and CIP Rehab funding
 - Careful review of increased staffing levels
 - On-going Memorandum of Understanding (MOU) negotiations
 - Meet Council goals and objectives
 - Fire (RFF) – starting now, contract ends December 2017
 - All other MOU's good through December 2018

5 year General Fund Forecast

General Fund Operating Revenue 5 year forecast

- Base revenue at 3.5% average growth rate
- Average growth rate: Sales Tax: 3.0%; Property Tax: 5.1%
- General Fund Operating Expenditures 5 year forecast
 - Included staffing, MOU's and increased funding for OPEB and CIP Rehabilitation
- 5 year forecast with recession – 3 year estimated loss = \$47 million revenue loss

FY17 General Fund Expenditures:

General Fund Expenditure by Service Area	% of total*
Police	25.7
Fire	20.0
General Government (11 departments)	21.1
Parks, Recreation & Library	14.3
Other	8.0
Development Services	5.9
Public Works	5.0
Total	100.00

*New ISF policy will significantly change the allocation

Emergency Reserve

- In FY17, created as a separate fund
- Current fund balance = \$13.91 million
 - 10.0% of General Fund operating expenses
- Long term goal to have 3 months of 25% of operating expenses reserved (GFOA best practice)

- No short term plans to increase
- Provides financial security
- Will help City achieve AAA bond rating

Other Post-Employment Benefits (OPEB) – Retiree Health Benefits and Retiree Health Benefits

- Retiree Medical Benefit
- Payment starts at retirement
- Currently \$1272 per month until age 65, then equal to Medicare
- City is currently self-insured
- Funds pay as you go philosophy, and
- Contributing to a trust fund
- Good news!!
 - Creation of Tier III capped growth of new employee cost for the future (January 2014 for most units)
 - \$62 million Trust balance as of 8/31/16
- Bad news!!
 - Unfunded liability continues to grow
 - Contributions need to increase
- Issues
 - Trend of medical costs continue to increase
 - Any increase to retiree medical cost, up to the City's contribution limit, are 100% payable by the City
 - General Fund Annual Required Contributions (ARC) \$11,955,000
 - FY17 funding \$6.57m (~54% of ARC)
 - \$5.4 million shortfall
 - Develop a policy to bring to Council at a later date for consideration
 - Purpose:
 - Set funding requirements to address liability
 - Provide staff with clear Council direction
 - Address liability now rather than "kicking the can"
 - Secure adequate funding to ensure continued medical benefits to our retirees

Requested Council Direction – Options to reach 100% ARC

- Option 1: Treat it like PERS and fund 100% ARC each year
 - Will impact service levels
- Option 2: Grow from 3% to 8% of salary over a period of time (3-5 years)
 - Will impact service levels to a lesser extent
- Option 3: Use a portion of new revenue to increase funding (after adjusting for operational expense increases)
 - No impact to service levels in near term
 - May prevent new services without cuts in other areas

General Council consensus to implement Option 2 with a combination of Option 3.

Maxine Sarmiento, Roseville, inquired on timeframe of implementation of preferred options.

Fund Balance Discussions

- Capital Improvement Fund (CIP) is used to fund infrastructure needs for buildings, information technology, public safety, parks, recreation, library facilities, and equipment
- Addressing these infrastructure needs is a stated priority of the City Council
- Staff is currently creating and vetting a detailed list of assets for future rehab/replacement
 - Help determine & confirm actual ARC
 - Will require a policy to fund long term
- Similar to OPEB, a funding policy is needed to address this liability
 - Will provide a more thoughtful funding process
 - Target: 2017 Council Goals Workshop
- Part of the Internal Service Fund plan is to move the annual costs into the respective departmental budgets
- CIP Rehabilitation Fund is \$50 million underfunded
- CIP Rehabilitation
 - \$1.5 million General Fund transfer for FY17 but:
 - \$5.0 million average annual need over next 10 years
 - FY16 year-end balance = \$5.5 million
 - Remaining balance used as a reserve for emergency related projects but balance is depleting
- Strategic Improvement Fund (SIF)
 - Purpose of the SIF
 - Improve property values
 - Generate sales tax and property tax
 - Provide a community benefit
 - Revenue Sources
 - Community Benefit Fee
 - Impact fee built into Development Agreements
 - Average receipts ~ \$800K per year
 - One-time money from General Fund
 - Allowable Expenditures
 - Support Council approved strategies related to land acquisition
 - Strategic capital improvement projects
 - Support projects that would eventually generate revenue for the General Fund
 - Goal is to achieve a return on our investment
- Strategic Improvement Fund History
 - Funding strategic land acquisitions
 - Post Office Site
 - Washington Blvd. Site
 - Funded Infrastructure Projects
 - Historic Old Town
 - Riverside Project
 - Town Square and downtown infrastructure
 - SPCA
 - Loans to past RDA efforts, 316 Vernon and new parking garage

- Strategic Improvement Fund
 - Fund Balance
 - FY16 Budget \$7.6 million
 - Actual (+/-) +\$0.2 million
 - Less
 - Fire Station #1 (\$3.5 million)
 - Transfer to parking garage (\$1.5 million)
 - Transfer back to NC CFD (\$1.6 million)
 - FY17 expenditures (\$0.7 million)
 - Current \$0.5 million
- Public Facilities Fund
 - Source of Revenue
 - Impact fees at the time a building permit is pulled based on a nexus study
 - Allowable Expenditures
 - New development obligations to construct public facilities serving residents and employees in the City
 - New projects approved as a result of last nexus study
 - Oak Street Parking Garage (underway)
 - Animal Control Facility (underway)
 - East site communication tower (underway)
 - Downtown pedestrian bridge (pending)
 - Citywide park and community facilities (FY17)
 - Information Technology Facility Infrastructure
 - Completed Projects
 - West Roseville Middle School gym upgrade
 - Mike Shellito Pool
 - 316 Vernon Street (ribbon cutting November 28th)
- Public Facilities Fund
 - Fund Balance
 - FY16 Budget \$2.2 million
 - Actual (+/-) +\$0.4 million
 - Less
 - Oak Street Garage (\$0.4 million)
 - 316 Vernon Street Debt Srvcs. (\$0.8 million)
 - WRSP Community Center (\$0.2 million)
 - Current \$1.2 million
- Fire Facilities Tax Fund
 - Source of Revenue
 - Fee applies to new growth areas and replaces the Fire Service Facilities tax that expired in 2009
 - Allowable Expenditures
 - Funding for capital fire facilities and related equipment
 - Fund Balance
 - FY16 Budget \$3.7 million
 - Actual (+/-) \$0.1 million
 - Less
 - Fire Station #1 Relocation (\$3.5 million)
 - Current

\$0.3 million

- Downtown Benefit Fee
 - No budgeted revenue in FY17
 - Negotiated fee \$5,000 per unit for 1,600 units (SPA 3)
 - Will provide \$8.0 million funding for future downtown related projects
 - \$4.07 million lien on future fee collections to repay:
 - Auto Replacement Fund: \$0.60 million
 - Strategic Improvement \$3.47 million

Funds at a Glance

Funding Source	FY17 Estimated Ending Fund Balance	FY18 Estimated Ending Fund Balance	FY19 Estimated Ending Fund Balance	FY20 Estimated Ending Fund Balance
Strategic Improvement Fund	\$1.3 million	\$2.1 million	\$2.9 million	\$3.9 million
Public Facilities Fund	\$3.3 million	\$5.0 million	\$6.7 million	\$8.5 million
Fire Facilities Fund	\$1.4 million	\$2.4 million	\$3.4 million	\$4.5 million
Downtown Benefit Fee	No balance today, but any revenue will be used to pay back current loans first			

Summary

- Maintain fiscal responsibility
 - Implement Council priorities
 - Live within our means
 - Provide core services
 - Creation of financial policies that restore fund balances and address:
 - OPEB & CIP Rehabilitation liabilities
 - User fees
- Concerns
 - Limited room for growth without new sources of revenue
 - Limited capital available for new projects

6. **COUNCIL PRIORITIES** – City Manager Rob Jensen, Assistant City Manager Dominick Casey, and Police Chief Daniel Hahn

City Manager Rob Jensen and Assistant City Manager summarized the Council Priorities presentation to Council. The presentation included the following:

Council Priorities/Service Levels

1. Review Council Priorities
2. Discuss Current Service Levels
3. Council Discussion on any new services

Outcomes:

- Confirm Council Priorities
- Prioritize new or expanded services
- Identify services that should be reduced or eliminated

Council Priorities

1. Public Safety (Chief Hahn)
2. Fiscal Soundness
3. Economic Development
4. Sound and Stable Utilities (Michelle Bertolino and Rich Plecker)
5. A Great Downtown
6. Infrastructure
7. Legislative Advocacy
8. Civic Engagement

- Public Safety

Police Chief Daniel Hahn made the presentation to Council on the following.

- Roseville Police Department
 - Short and Long term Police Staffing Needs
 - Changing Criminal Justice System
 - Ability to Service Community Needs/Expectations

David Larson, Roseville, inquired if diversity statistics would be included in Police staffing study and requested information on cost of the study.

Maxine Sarmiento, Roseville, inquired if Police Staffing study would include number of volunteers and volunteer hours worked.

Debbie Oto-Kent, Health Education Council, spoke in support of Invest Help sponsored by the Robert Wood Foundation and requested Council support health in the community. Oto-Kent also spoke in support of multi-section partnerships which will assist in providing education and resources to implement programs in the following neighborhoods:

- Roseville Heights
- Thieles
- Cirby Corridor

Shannon Quignon, President of the Roseville Heights Neighborhood Association, requested Council prioritize improvements in lower socioeconomic neighborhoods as improvements have fallen short in previous years.

- Environmental Utilities Focus

Environmental Utilities Director Rich Plecker made the presentation to Council on the following:

- Resource Security
 - Integrated Resource Plan Development
 - Infrastructure Development – Ophir Project
 - Groundwater – SGMA
 - US Bureau of Regulation – Long-term contracting
- Engagement
 - Water Reliability Focus
 - Continued education and advocacy

- Garner customer feedback and direct involvement
 - Partner more with other City departments
 - Control the narrative – advance City’s agenda on regulatory and legislative fronts
 - Fiscal Stewardship
 - 2017 is a rate case and capacity fee year
 - Operations/revenue review
 - New infrastructure – who pays for what?
 - Shift raw water into water utility?
 - Finish and functionalize Customer Information System and Enterprise Asset Management (ERP) projects
 - Ramp up AML and ERP
 - Create the Future
 - Develop tomorrows leaders today
 - Promote mentorship, education, new experiences, diversity and opportunity for succession planning and knowledge transfer
 - Evolve organization structure with future need
- Electric Utility
- Electric Utility Director Michelle Bertolino made the presentation to Council of the following:
- Electric Utility Outlook
 - Dramatic Industry Changes
 - Competition
 - New Technology
 - Solar
 - Energy Storage
 - Smart grids, equipment, appliances, etc.
 - Community choice aggregation
 - Public perception
 - Declining Sales
 - Electricity use continues to decline
 - Net zero energy homes by 2020
 - Solar explosion
 - Old business model was designed
 - To encourage conservation
 - Assumed growing customer base
 - Workforce
 - Highly competitive industry
 - High vacancy rate
 - High turnover
 - Shortage of qualified applicants
 - Energy markets and new regulations
 - Western grid regionalization
 - Energy imbalance market
 - Greenhouse gas – cap and trade program
 - Many new laws and regulations every year
 - Electric Utility Priorities for the Future
 - To be Flexible and nimble
 - Financial strength

- Cost based, predictable pricing
 - Customers pay for what they want
 - Don't pay for what they don't use
- New products and services
 - Energy advisor
 - Community solar
 - Choices
- Workforce: recruitment and retention
 - Focus on workplace culture
 - Internships
 - Leadership programs
 - Outside recruiters
 - Industry engagement
 - Competitive compensation
 - Flexible work schedules, workspaces, etc.

7. COUNCIL DISCUSSION REGARDING ADDITIONAL STAFF DIRECTION

Council consensus to add an additional priority regarding enhancing core neighborhoods.

Other interests to focus on include:
Public/Private partnerships to assist older neighborhoods
Work on growing influence and involvement regionally
Homelessness solutions/programs
Andora Underpass upgrades

Staff will schedule a Council goals workshop follow-up and/or update in early January or February of 2017.

8. ADJOURNMENT

Motion by Gore, seconded by Roccucci, to adjourn the workshop at 8:15 p.m.

Vote: All Ayes

CAROL GARCIA, MAYOR

SONIA OROZCO, CMC
CITY CLERK



MINUTES

October 19, 2016

CITY COUNCIL MEETING

7:00 p.m.

City Council Chambers

311 Vernon Street

Roseville, California

1. CALL TO ORDER

The October 19, 2016 City Council Meeting was called to order by Mayor Carol Garcia at 7:00 p.m.

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Dolly Fiddymment.

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

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

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PRESENTATIONS

5.1. Proclamation - Domestic Violence Awareness Month

Proclaim October 2016 as Domestic Violence Awareness Month and October 20th as "Go Purple, Wear Purple," and urge all citizens to actively support Stand Up Placer's work towards the elimination of domestic violence.

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

Mayor Garcia made the presentation to Stand-Up Placer Executive Director Jenny Davidson and Development & Proposal Coordinator Louise Czopek, who both responded.

5.2. Resolution of Acknowledgment Remembering Our Fallen

Remembering Our Fallen Memorial Wall Exhibit be solemnly acknowledged as a reminder of the great valor and heroism demonstrated by the men and women who gave their lives in service to the United States of America.

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

Mayor Garcia made the presentation to Blue Star Moms President Lorraine Browning, who responded.

6. PUBLIC COMMENTS**NOTICE TO THE PUBLIC**

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

Christina Richter, Roseville Historical Society President, thanked Council for continuing preservation of the Carnegie Library and Museum building.

Darin Shearer, Roseville, spoke on systematic oppression of women and children.

Aspen Walton, UC Davis student, spoke on City of Roseville flag and showed a graphic representation of his design for replacement of flag.

7. CONSENT CALENDAR**NOTICE TO THE PUBLIC**

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

BEGINNING OF CONSENT CALENDAR**Approval of Consent Calendar**

Approved all items on the Consent Calendar as recommended.

Bids / Purchases / Services**7.1. Ammunition Purchase**

Memo from Department Public Information Officer Dee Dee Gunther and Police Chief Daniel Hahn recommending Council approve the purchase of Hornady Ammunition from Miwall Corporation. Miwall Corporation is the exclusive distributor of Hornady Ammunition in northern California, therefore staff requests a sole source award. The Police Department has an ongoing need for ammunition for duty weapons, special assignment weapons, and range training. The cost of the annual supply will be \$83,796.25. The department's current fiscal year budget includes funds for the purchase.

CC #: 8048

File #: 0203-12

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

7.2. Heat Recovery Steam Generator High Pressure Attemperator System Replacement (RFQ 01-3094) - Service Agreement

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-433 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CALTROL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1705209). Staff recommends Council authorize a service agreement to Caltrol, Inc. as the lowest responsive bidder for RFQ 01-3094 for the Roseville Energy Park's (REP) Heat Recovery Steam Generator (HRSG) High Pressure Attemperator System replacement. The REP utilizes an attemperation system in order to control the final steam temperature leaving the HRSG, and the proposed replacement system will enhance control and mitigate the risk of system damage. The total cost of the product and service is \$136,007.26. Funding is included in the Electric Department's FY2016-17 budget.

CC #: 8041

File #: 0203-07

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

7.3. Vehicle Purchase Order

Memo from Fleet Manager Brian Craighead and Central Services Director Paul Diefenbach recommending Council authorize a purchase order to National Auto Fleet Group for one Kia Soul Electric Vehicle utilizing NJPA contract 102811-NAF. Funding for this vehicle comes from the Air Quality Mitigation Fund and was transferred to the Automotive Replacement Fund for the vehicle purchase. The total cost of one Kia Soul EV is \$36,589.43.

CC #: 8056

File #: 0203-01

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

7.4. Holiday Lighting and Decoration Services - Service Agreement Renewal

Memo from Open Space Superintendent Brian Castelluccio and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-434 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND THE CHRISTMAS LIGHT PROS OF SACRAMENTO, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1705154). Staff requests Council approval for the service agreement renewal between the City and Christmas Light Pros of Sacramento for holiday lighting and decoration services for the Vernon Street Town Square, Civic Center and Christmas Tree for a four year period. The total renewal cost for services in FY2016-17 is \$34,046.35 included in the approved Parks, Recreation & Libraries and Central Services Department Budgets.

CC #: 8044

File #: 0704

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

7.5. Janitorial Supplies - Purchase Order

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council authorize purchase orders to Sac-Val Janitorial Sales and

Service, Inc. for the purchase of janitorial supplies on an as needed basis utilizing the City of Sacramento bid number B15061511002. Janitorial supplies are used in support of custodial services for City facilities. The estimated annual cost of the janitorial supplies is \$175,000.00 or not to exceed budgeted amounts. Funding is included in all City Departments' FY2016-17 budgets.

CC #: 8042

File #: 0203-04

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

7.6. 60kV Overhead ACSS Conductor (RFQ 01-3097) - Purchase Order

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council authorize award of a purchase order with Hyundai Corporation for 60kV Overhead ACSS Conductor. The conductor will be used for the 60kV overhead line upgrade from Douglas Substation to Cirby Substation. The cost of the conductor is \$25,800.00. Funding is included in the Electric Department's FY2016-17 budget.

CC #: 8036

File #: 0203-07

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

7.7. 316 Vernon Street Phone Purchase

Memo from Information Technology Program Manager Matt Donaldson and Chief Information Officer Hong Sae recommending Council approve the purchase of new phones for the 316 Vernon building. The total cost for the telephones will not exceed \$35,000.00. Funding is included in the budget for the 316 Vernon project.

CC #: 8035

File #: 0203-05

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

7.8. Cured In Place Materials - Sole Source Purchase Order

Memo from Wastewater Collection Superintendent Chris Bracco and Environmental Utilities Director Richard Plecker recommending Council approve an annual sole source purchase order, including four optional one-year renewals authorized by staff, to LMK Technologies, for the purchase of Cured in Place Pipe materials used to repair sewer laterals. The total cost per year will not exceed \$50,000.00. Funding will be from the Wastewater Collection budget.

CC #: 8051

File #: 0203-09

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

7.9. Electric Motor Repair and Purchase – Purchase Order

Memo from Electric Power Generation Superintendent Matt Garner and Electric Utility Director Michelle Bertolino recommending Council approve a purchase order with Mechanical Analysis Repair, Inc. dba MarTech to provide offsite electric motor repair, and electric motor and consumable purchases for Roseville Energy Park and Roseville Power Plant #2. Total cost of the service is not to exceed \$500,000.00 based on an average annual cost of \$100,000.00 over five years. Funding is included in the Electric Operations Fund budget for FY2016-17. Funding subsequent to the current budget year is subject to future budget approvals.

CC #: 8040

File #: 0203-07

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

7.10. Battery Purchase, Install, and Monitoring – Sole Source Service Agreement

Memo from Power Generation Superintendent Matt Garner and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 16-431 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND GNB INDUSTRIAL POWER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703513). Staff recommends approval of a sole source service agreement with GNB Industrial Power to provide and install batteries, and a battery monitoring system for Roseville Energy Park. Total cost of the service is not to exceed \$330,294.00. Funding is included in the Electric Operations Fund budget for FY2016-17.

CC #: 8037

File #: 0203-07

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

7.11. Repair Services for Water Analyzers and Equipment - Sole Source Service Agreement

Memo from Power Generation Superintendent Matt Garner and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 16-436 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND HACH COMPANY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1705208). This is a multi-year service agreement with Hach Company to provide maintenance and repair services for laboratory and field water analyzer equipment at Roseville Electric power plants. Hach Company is the sole source to perform repair and maintenance on Hach Company brand water analyzers used at the power plants. Staff requests authorization to renew future service agreements with Hach Company in the amount of approved budgets without further City Council approval for as long as Roseville Electric Utility utilizes Hach Company brand water analyzer instruments. Total cost of the service is approximately \$60,800.00 over three years. Funding is included in Roseville Electric Utility's FY2016-17 budget.

CC #: 8049

File #: 0800-03

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

Resolutions

7.12. Oakbriar / Parcel F-23 - Certificate of Completion

Memo from Construction Inspector Keith Litts and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-435 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS OAKBRIAR PARCEL F-23 PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE OAKBRIAR SUBDIVISION, INCLUDING A SEPARATE DEDICATION OF LOTS A & B OF SAID SUBDIVISION. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 8046

File #: 0400-04-09-1

CONTACT: Keith Litts 916-517-7598 klitts@roseville.ca.us

7.13. Enterprise Resources Planning - Professional Services Agreement Amendment

Memo from Information Technology Division Manager Mike Sinor and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 16-443 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND GOVERNMENT FINANCE OFFICERS ASSOCIATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve an amendment of the current contract with Government Finance Officers Association for professional services to aid in the project planning and RFP development effort for the Enterprise Resources Planning (ERP) System. Total estimated cost for this amendment is \$27,722.00 and total estimated cost for the contract is \$212,537.00. Funding is provided by ERP Capital Improvement Project.

CC #: 8064

File #: 0800-05

CONTACT: Michael Sinor 916-774-5183 msinor@roseville.ca.us

7.14. Geographic Information System - Enterprise License Agreement

Memo from GIS and Analytics Manager Scott Adrian and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 16-446 APPROVING A PURCHASE ORDER BETWEEN THE CITY OF ROSEVILLE AND ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENTERPRISE AGREEMENT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of software maintenance with Esri, Inc. for citywide GIS software. Total cost of the maintenance for FY17 is \$101,877.00. Funding is included in the Information Technology Department budget and the budgets of departments participating in the Enterprise Asset Management program.

CC #: 8059

File #: 0203-06

CONTACT: Scott Adrian 916-774-5164 sadrian@roseville.ca.us

7.15. Residential Permit Parking

Memo from Assistant Engineer Jerome Pastor and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-437 RELATING TO PERMIT PARKING AREAS AND REPEALING RESOLUTION NO. 15-459. Staff recommends Council allow permit parking along the south side of Fern Street, between Rainier Alley and Clinton Avenue daily from 7:00 AM to 5:00 PM, and along the south side of Vine Avenue, from Fischer Court to Kindred Lane on Saturdays and Sundays from 6:00 AM to 8:00 PM. The cost for both installations, including staff time, is nominal and will be absorbed by the approved annual Street Division operating budget.

CC #: 8050

File #: 0316-03

CONTACT: Jerome Pastor 916-746-1352 jpastor@roseville.ca.us

7.16. Street Closure Request - Turkey Trot Fun Run - November 24, 2016

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-439 OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE CLOSING OF CERTAIN STREETS FOR THE TURKEY TROT FUN RUN. Staff requests Council

approve street closures for the Turkey Trot Fun Run on Thursday, November 24, 2016 from 5:00 a.m. to 12:00 p.m. The streets to be closed are identified in Exhibit A of the staff report. The budget for this event is \$58,830.00 with an expected vendor, sponsorship and participant revenue amount of \$83,000.00. If the revenue goals are met, the budget for this event is a net \$24,170.00. This amount is included in the approved FY2016-17 Parks, Recreation & Libraries Department Budget.

CC #: 8053

File #: 0109-02

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

7.17. Street Closure Request - Installation of the City's Christmas Tree - November 9, 2016

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-440 OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE CLOSING OF CERTAIN STREETS FOR THE INSTALLATION OF THE CITY CHRISTMAS TREE. Staff requests Council approve street closures for the installation of the City's Christmas tree on November 9, 2016. Street closures included are Vernon Street between S. Grant Street and E. Washington Boulevard between 7:00 a.m. to 12:00 p.m. Funding for the Christmas Tree and installation is included in the approved FY2016-17 Parks, Recreation & Libraries Department budget.

CC #: 8054

File #: 0109-02

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

7.18. Street Closure Request - Christmas Tree Lighting Event - December 1, 2016

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-438 OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE CLOSING OF CERTAIN STREETS FOR THE 2016 ANNUAL CHRISTMAS TREE LIGHTING CEREMONY. Staff requests Council approve street closures for the Christmas Tree Lighting event on Thursday, December 1, 2016. Street closures included are Vernon Street between Taylor Street and E. Washington Boulevard and S. Grant Street between Oak Street and Atlantic Street from 3:00 p.m. to 10:00 p.m. The budget for this event is \$23,766.00 with an expected vendor and sponsorship revenue amount of \$8,600.00. If the sponsorship and revenue goals are met, the budget for this event is a net \$15,166.00. This amount is included in the approved FY2016-17 Parks, Recreation & Libraries Department budget.

CC #: 8052

File #: 0109-02

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

Ordinances (for introduction and first reading)

7.19. Municipal Code Amendment - Emergency Ride Home, Transportation Systems Management

Memo from Alternative Transportation Analyst Sue Schooley and Public Works Director Rhon Herndon recommending Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 11.33.030 AND 11.33.080 OF CHAPTER 11.33 OF TITLE 11 OF THE ROSEVILLE MUNICIPAL CODE REGARDING TRANSPORTATION SYSTEMS MANAGEMENT. This item is a revision to the Roseville Municipal Code - Title 11, Transportation Systems Management to change the existing Emergency Ride Home (ERH) program implementing agency from

Placer County Transportation Planning Agency to the City of Roseville, and to allow City staff to enter into agreements with Roseville businesses to promote and implement the ERH program to their employees. The current annual cost for the ERH program is approximately \$500.00 per year. The funding is provided from the local Transportation Development Act revenue. There is no impact to the City's General Fund.

CC #: 8045

File #: 072104

CONTACT: Sue Schooley 916-774-5365 sschooley@roseville.ca.us

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

7.20. Federal Advocacy Services - Professional Services Agreement and Budget Adjustment

Memo from Government Relations Administrator Mark Wolinski and Public Affairs & Communications Director Megan MacPherson recommending Council adopt RESOLUTION NO. 16-444 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND THE FERGUSON GROUP, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5750 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is a request of Council to approve a professional services agreement with The Ferguson Group to provide federal advocacy services for the City; and an accompanying budget adjustment necessary to cover a funding gap for the contract. The total annual cost for the professional services is \$103,100.00. The remaining expenditure is included in the FY16/17 budgets of the City Council and the Environmental Utilities Department.

CC #: 8065

File #: 0114

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

7.21. Telecommunications System Upgrade - Budget Adjustment

Memo from Information Technology Program Manager Matt Donaldson and Chief Information Officer Hong Sae recommending Council adopt ORDINANCE NO. 5751 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. In addition to the remaining balance from last fiscal year's Information Technology Capital Improvement Project (CIP) Rehab fund, other funding sources consist of transfers from Solid Waste Rehab, Water Engineering, Waste Water Rehab, Water Rehab, and Electric Operations to the General Fund CIP Rehab Fund. The total amount of \$171,116.00 is for the services previously approved by the City Council on June 15, 2016 to update aged components of the City's telephone system.

CC #: 8067

File #: 0201-01 & 0203-05

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

Reports / Requests

7.22. Out of State Travel Request - Electric Department

Memo from Electric Utility Director Michelle Bertolino recommending Council approve out of state travel for Electric Utility Director Michelle Bertolino to attend American Public Power Association's Public Power Forward Summit in Arlington, Virginia on November

16-18, 2017. Total cost is estimated to be \$1,500.00 and funds are available in the Electric Department's operating budget for FY2017.

CC #: 8047

File #: 0600-02

CONTACT: Michelle Bertolino 916-774-5603 mbertolino@roseville.ca.us

Ceremonial Documents

7.23. Resolution of Commendation and Appreciation to Brook Hathaway

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

CC #: 8060

File #: 0102-10

CONTACT: Shelly Tilley 916-774-5785 stilley@roseville.ca.us

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

Roll Call Vote:

Ayes: Gore, Herman, Roccucci, Garcia

Noes: None

Absent: Rohan

END OF CONSENT CALENDAR

8. MINUTES

8.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending Council approve the Minutes of August 3, 2016 City Council meeting (Garcia absent), and September 7, 2016 City Council Meeting (Garcia absent).

CC #: 8015

File #: 0102-03

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

Motion by Herman, seconded by Roccucci, to approve the Minutes of the August 3, 2016 City Council Meeting and the September 7, 2016 City Council Meeting.

Roll Call Vote:

Ayes: Gore, Herman, Roccucci

Noes: None

Absent: Rohan

Abstain: Garcia

9. RESOLUTIONS

9.1. Historic Fiddymment House - Professional Design Services Agreement

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-442 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND PAGE & TURNBULL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a Professional Design Services Agreement in the amount of \$68,315.00 to conduct an assessment of the Historic Fiddymment Homestead and make recommendations for future restoration. Funds for the project have been allocated from the West Roseville City-wide Park Fund

through the approved Capital Improvement Program for FY2016-17. This approval will require no General Funds.

CC #: 8063

File #: 0704

CONTACT: Tara Gee 916-774-5263 tgee@roseville.ca.us

Parks, Recreation & Libraries Director Dion Louthan introduced Park Planning & Development Superintendent Tara Gee.

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

Christina Richter, Roseville Historical Society President, spoke in support.

Lynda Raybould, Roseville Historical Society Vice President, spoke in support.

Dolly Fiddymment, Roseville, spoke in support.

Motion by Herman, seconded by Gore, to adopt RESOLUTION NO. 16-442 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND PAGE & TURNBULL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE.

Roll Call Vote:

Ayes: Gore, Herman, Roccucci, Garcia

Noes: None

Absent: Rohan

10. ORDINANCES

10.1. Municipal Code Amendment - Transit Operations Fare Adjustment

Memo from Alternative Transportation Analyst Eileen Bruggeman and Public Works Director Rhon Herndon recommending Council adopt ORDINANCE NO. 5749 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 14.30.080 OF CHAPTER 14.30 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC TRANSIT, DECLARING THIS ORDINANCE TO BE EFFECTIVE OCTOBER 22, 2016 AS AN URGENCY ORDINANCE. Staff recommends amendment of the Roseville Municipal Code to adjust fares for the express bus service between Roseville and the Golden 1 Center. The Express Service is included in the transit operations budget and is fully funded through the Local Transportation Fund. No general fund monies will be used for this service.

CC #: 8057

File #: 0721-03

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

Alternative Transportation Manager made the presentation to Council.

No public comment received.

Motion by Herman, seconded by Gore, to adopt ORDINANCE NO. 5749 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 14.30.080 OF CHAPTER 14.30 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC TRANSIT, DECLARING THIS ORDINANCE TO BE EFFECTIVE OCTOBER 22, 2016 AS AN URGENCY ORDINANCE.

Roll Call Vote:

Ayes: Gore, Herman, Roccucci, Garcia
Noes: None
Absent: Rohan

10.2. Electric Apprenticeship Program

Memo from Human Resources Manager Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 16-432 APPROVING THE AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF ROSEVILLE AND ELECTRIC PERSONNEL REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, LOCAL NO. 1245 (IBEW-A) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5748 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5616, THE SALARY ORDINANCE FOR ELECTRIC PERSONNEL REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, LOCAL NO. 1245 (IBEW-A), AS AMENDED BY APPENDIX "B" TO BE EFFECTIVE OCTOBER 29, 2016, AS AN URGENCY MEASURE. Staff is proposing a new Electric Line Technician Apprenticeship program. The intent of the program is to prepare employees for skilled employment as a Line Technician, with the content of the training defined and dictated by the needs of the Electric Utility and in cooperation with the International Brotherhood of Electrical Workers (IBEW). Staff recommends the City Council approve the Memorandum of Understanding between the City and IBEW detailing the changes to the Apprenticeship program. Also as part of the new program, staff is recommending the approval of (IBEW-A) A & B salary schedules to reflect salary schedule changes to Electric Pre-Apprentice, Electric Apprentice Line Technician and Electric Line Technician. The proposed salary changes are included in the current Electric FY17 budget.

CC #: 8038

File #: 0600-01

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

Electric Utility Director Michelle Bertolino made the presentation to Council.

Electric Operations Manager Jason Grace continued the presentation to Council.

Electric Line Construction Supervisor Tom Pontes continued the presentation to Council.

Jennifer Gray, IBEW 1245 Business Representative, spoke in support.

Motion by Herman, seconded by Roccucci, to adopt RESOLUTION NO. 16-432 APPROVING THE AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF ROSEVILLE AND ELECTRIC PERSONNEL REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, LOCAL NO. 1245 (IBEW-A) AND AUTHORIZING THE CITY MANAGER TO EXEUCTE IT ON BEHALF OF THE CITY OF ROSEVILLE;

and,

adopt ORDINANCE NO. 5748 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5616 THE SALARY ORDINANCE FOR ELECTRIC PERSONNEL REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,

AFL-CIO, LOCAL NO. 1245 (IBEW-A) AS AMENDED BY APPENDIX "B" TO BE EFFECTIVE OCTOBER 29, 2016, AS AN URGENCY MEASURE.

Roll Call Vote:

Ayes: Gore, Herman, Roccucci, Garcia
Noes: None
Absent: Rohan

11. SPECIAL REQUESTS/REPORTS/PRESENTATION

11.1. Flashing Yellow Arrow Pilot Project - Approval of Installation

Memo from Principal Engineer Jason Shykowski and Public Works Director Rhon Herndon recommending Council approve a pilot project to install a Flashing Yellow Arrow (FYA) at the intersection of Industrial Avenue and Freedom Way. When turning left from a signalized left turn lane at a FYA, the traffic coming towards the driver has a green light, but the driver is allowed to make a left turn during the FYA after they YIELD to any oncoming traffic. Should a driver be unwilling or unable to make a left turn during the FYA, after a short time, the traffic signal will stop the traffic coming towards them and provide a protected green arrow. The cost of the FYA installation at this location is negligible and is included in the overall new signal cost. Funding is through the Traffic Mitigation Fee program. There is no impact to the general fund.

CC #: 8043

File #: 0900-04-03

CONTACT: Jason Shykowski 916-746-1300 jshykowski@roseville.ca.us

Principal Engineer Jason Shykowski introduced Traffic Engineering Manager Jana Cervantes.

Principal Engineer Jason Shykowski made the presentation to Council.

Richard Teapolt, Roseville, spoke in opposition.

Traffic Engineering Manager Jana Cervantes responded to questions.

Motion by Herman, seconded by Roccucci, to adopt RESOLUTION NO. 16-445 APPROVING THE INSLATLLATION OF A FLASHING YELLOW ARROW AS A PILOT PROJECT to install a Flashing Yellow Arrow at the intersection of Industrial Avenue and Freedom Way.

Roll Call Vote Ayes Noes Absent

Roll Call Vote:

Ayes: Gore, Herman, Roccucci, Garcia
Noes: None
Absent: Rohan

12. APPOINTMENTS

12.1. Appointment to Planning Commission

Memo from Deputy City Clerk Mary Esquivel and City Clerk Sonia Orozco recommending Council appoint (1) one member to the Planning Commission with a term ending June 30, 2020, from the following (13) thirteen individuals who submitted applications for consideration: Samson Badal, Erich Brashears, Kathryn Jacobsen, Dale Liang, Paige Luben, Tracy Mendonsa, Kelly Montgomery, Cynthia Moore, Neil Peacock, Laxmi Rao, Robert Sanchez, Louise (Sandy) Santiago, and Jasmine Vu.

CC #: 8014

File #: 0103 & 0103-07-02

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

City Clerk Sonia Orozco made the presentation to Council

No public comment received.

Motion by Gore, seconded by Herman, to appoint Tracy Mendonsa to the Planning Commission with a term ending June 30, 2020.

Roll Call Vote:

Ayes: Gore, Herman, Roccucci, Garcia
Noes: None
Absent: Rohan

13. 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.

13.1. New Building Permit Fee to Process a General Plan Update, Climate Action Plan and Environmental Review

Memo from Planning Manager Kathy Pease and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-441 ESTABLISHING A NEW GENERAL PLAN UPDATE BUILDING PERMIT FEE. This item requests Council to establish a new building permit fee to fund a General Plan Update, Climate Action Plan and associated environmental review. The General Plan Update project is proposed to be funded through a loan from the City's General Fund or Strategic Improvement Fund in the amount of approximately \$1,000,000.00 that will be repaid through the proposed building permit fee.

CC #: 8058

File #: 0800-06

CONTACT: Kathy Pease 916-774-5434 kpease@roseville.ca.us

Development Services Director Kevin Payne made the presentation to Council.

Development Services Director Kevin Payne introduced Planning Manager Kathy Pease made the presentation to Council.

Planning Manager Kathy Pease continued the presentation to Council.

Katie Donahue, Legislative Advocacy representative from the North State BIA, spoke on components of fee.

Motion by Herman, seconded by Roccuci, to adopt RESOLUTION NO. 16-441 ESTABLISHING A NEW GENERAL PLAN UPDATE BUILDING PERMIT FEE.

Roll Call Vote:

Ayes: Gore, Herman, Roccucci, Garcia
Noes: None
Absent: Rohan

14. COUNCIL / STAFF / REPORTS/ COMMENTS

Congratulations to Tracy Mendonsa – Councilmember Herman and Mayor Garcia congratulated Tracy on his appointment to the Planning Commission.

Western Placer Wastewater Authority Meeting – Councilmember Roccucci attended.

Carnegie Library Grand Re-Opening – Councilmember Roccucci attended.

Sutter Roseville Cancer Center – Councilmember Roccucci and Mayor Garcia attended.

Oakmont High School – Councilmember Gore encouraged Principal Rob Hasty to promote the electric apprenticeship program.

City of Roseville Video Award and Roseville Big Truck Summer Outreach Program Award – Mayor Garcia announced.

15. ADJOURNMENT

Motion by Herman, seconded by Roccucci, to adjourn the meeting at 8:20 p.m.

Vote: All Ayes

CAROL GARCIA, MAYOR

SONIA OROZCO, CMC
CITY CLERK



MINUTES

November 1, 2016

CITY COUNCIL SPECIAL CLOSED SESSION

4:30 p.m.

Hutchison Conference Room
311 Vernon Street
Roseville, California

A. CLOSED SESSION CALL TO ORDER

Mayor Carol Garcia called the November 1, 2016 City Council Special Closed Session to order at 4:30 p.m. in the Hutchison Conference Room.

B. CLOSED SESSION SILENT ROLL CALL

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

C. CLOSED SESSION PUBLIC COMMENTS

No public comment received.

D. CLOSED SESSION

D.1. Public Employee Performance Evaluation

Pursuant to Government Code Section 54957(b)(1) and 54957.6:

Performance evaluation/goal setting: City Manager and City Attorney

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

Closed Session Disclosure: City Attorney Bob Schmitt stated no reportable action taken.

E. CLOSED SESSION ADJOURNMENT

Motion by Roccucci, seconded by Herman, to adjourn the meeting at 5:45 p.m.

Vote: All Ayes

CAROL GARCIA, MAYOR

SONIA OROZCO, CMC
CITY CLERK



MINUTES

November 2, 2016

CITY COUNCIL MEETING FINANCE AUTHORITY MEETING

7:00 p.m.

City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

Mayor Carol Garcia called the November 2, 2016 City Council/Finance Authority Meeting to order at 7:00 p.m.

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by members of Webelos Pack 31, Den 5.

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

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

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PRESENTATIONS

5.1. Resolution of Commendation and Appreciation to the Women Veteran Alliance

The Women Veterans Alliance be commended and appreciated for their heroic and valiant service to women veterans and the United States.

CONTACT: Megan MacPherson 916-774-5455 mmacpherson@roseville.ca.us

Mayor Garcia made the presentation to Melissa Washington, Navy veteran and founder of the Women Veterans Alliance, who responded.

6. PUBLIC COMMENTS**NOTICE TO THE PUBLIC**

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

Lori Benitez, thanked staff for their assistance with RCORE retiree irrevocable trust for health insurance.

7. CONSENT CALENDAR**NOTICE TO THE PUBLIC**

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

BEGINNING OF CONSENT CALENDAR**Approval of Consent Calendar**

Approved all items on the Consent Calendar as recommended.

Bids / Purchases / Services**7.1. Douglas Substation Rebuild Phase 2 - Reject all Bids**

Memo from Power Engineer Ozro Corulli and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 16-451 REJECTING ALL BIDS FOR THE DOUGLAS SUBSTATION REBUILD PHASE 2 PROJECT. The second and final phase of the Douglas Substation Rebuild Phase 2 Project includes replacement of 60kV breakers, steel structures, control building, and transformer. Only one bid was received for this project and it was significantly higher than the engineer's estimate of \$700,000.00. Staff is requesting authorization to reject the one bid received and re-bid the project during the winter months. Funds for this portion of the project are included in the approved budget of \$2,800,000.00 for the entire project.

CC #: 8078

File #: 0203-21 & 0900-03

CONTACT: Ozro Corulli 916-774-5586 ocorulli@roseville.ca.us

7.2. Meter Locking Rings and Proprietary Keys - Sole Source Purchase Order

Memo from Electric Line Construction Supervisor Tom Cox and Electric Utility Director Michelle Bertolino recommending Council authorize a sole source open purchase order for five years and up to \$500,000.00 with DeWalch Technologies, Inc. as the sole source for patented electric meter locking rings and proprietary keys. Funding of \$40,000.00 is included in Roseville Electric Utility's FY2016-17 budget and future fiscal year funding is subject to City Council approval.

CC #: 8075

File #: 0203-07

CONTACT: Tom Cox 916-774-5611 tcox@roseville.ca.us

7.3. Borescope Equipment – Sole Source Purchase Order

Memo from Power Generation Superintendent Matt Garner and Electric Utility Director Michelle Bertolino recommending Council approve a sole source purchase order with Olympus America Inc. to provide borescope equipment for the Roseville Energy Park. Total cost is not to exceed \$36,000.00. Funding is included in the Electric Department budget for FY2016-17.

CC #: 8088

File #: 0203-07

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

7.4. Wastewater Collections System Rehabilitation Project - Award of Contract

Memo from Senior Engineer George Hanson and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-448 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SOUTHWEST PIPELINE AND TRENCHLESS CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item is seeking approval and award of a construction contract to Southwest Pipeline & Trenchless in the amount of \$200,440.00 for the Wastewater Collections System Rehabilitation Project, and authorization for the Environmental Utilities Director or his designee to approve and pay for contract change orders that could increase the contract amount by no more than 10%, or \$20,044.00, for a total of \$220,484.00. The project work scope involves rehabilitation of approximately 1,600 linear feet of sewer mains utilizing a trenchless technology commonly known as “cured-in-place pipe” where the existing pipe is lined without excavation and therefore resulting in significant cost savings. The project is funded from the Wastewater Rehabilitation Fund.

CC #: 8071

File #: 0800-02

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

7.5. Landscape Bark and Playground Engineered Wood Fiber Material and Services - Service Agreement

Memo from Parks Supervisor Patrick Daly and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-452 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND APPLIED LANDSCAPE MATERIALS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1704189). This is a service agreement between the City and Applied Landscape Materials to provide and/or install landscape bark and playground fiber within City parks and landscape districts. The annual cost of the contract is not to exceed \$150,000.00 and funding is included in the FY2016-17 Parks, Recreation & Libraries budget. The funding sources are a combination of General Fund, Community Facility Districts, and Lighting and Landscape Districts.

CC #: 8079

File #: 0203-10

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

7.6. Public Safety Vehicle Parts and Services - Service Agreement Amendment and Budget Adjustment

Memo from Fleet Manager Brian Craighead and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-453 APPROVING

AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND LEHR AUTO ELECTRIC & EMERGENCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1604357); and adopt ORDINANCE NO. 5753 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is an amendment to service agreement S1604357 to increase the value of the agreement by \$18,000.00, from \$280,000.00 to \$298,000.00. The additional dollars are for the purchase of parts and services to up-fit public safety vehicles. Funding will come from the FY2016-17 Auto Replacement budget. Additionally, staff recommends Council approve a budget adjustment for \$18,000.00 from the Auto Replacement Fund to pay for parts and service on public safety vehicles.

CC #: 8080

File #: 0203-01 & 0203-02 & 0201-01

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

7.7. General Construction and Repair - Service Agreement Amendment

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-450 APPROVING AMENDMENT NO. 2 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND BULLARD CONSTRUCTION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1605032). This amendment extends the expiration date of the agreement from November 6, 2016 to January 31, 2017 in order to provide adequate time to complete current encumbered projects. The total value on the agreement for this year is \$380,000.00. Funding is included in the Building Maintenance Division, Parks, Police, Fire, Electric, and Environmental Utilities FY2016-17 budgets.

CC #: 8076

File #: 0203-04

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

Resolutions

7.8. Planning Coordinator Participation Agreement

Memo from Electric Compliance Analyst Jamie Johnson and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 16-458 APPROVING A PLANNING COORDINATOR PARTICIPATION AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BALANCING AUTHORITY OF NORTHERN CALIFORNIA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This agreement will provide for BANC to serve as the Planning Coordinator for Roseville Electric Utility, as required to meet mandatory electric Reliability Standards. The cost of the agreement is \$13,125.00 in FY2017. Funding is included in the Electric Department's FY2017 budget for power supply.

CC #: 8090

File #: 0800-03

CONTACT: Jamie Johnson 916-746-1687 jjohnson@roseville.ca.us

7.9. Home Energy Report Program - Service Agreement Amendment

Memo from Interim Retail Services Supervisor David Bradford and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 16-457 APPROVING A FIRST AMENDMENT TO APPLICATION SERVICE AGREEMENT BY

AND BETWEEN THE CITY OF ROSEVILLE AND ORACLE, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The amendment extends the term of the contract for two years and expands the program from the initial 20,000 residential customer participants to the entire residential group of over 51,000 customers. The total cost of the amendment is \$975,143.00, increasing the agreement to \$1,539,193.00. Funding is included in the FY2017 Electric budget for Public Benefits programs.

CC #: 8089

File #: 0800-03

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

7.10. Fiddymment Ranch Phase 2 Village F-19A-1 - Certificate of Completion

Memo from Construction Inspector Orville Chatterton and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-447 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS FIDDYMMENT RANCH PHASE 2 VILLAGE F-19A1 PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 8070

File #: 0400-04-09-1

CONTACT: Orville Chatterton 916-223-5347 ochatterton@roseville.ca.us

7.11. 2016 Bike Trail Resurfacing Project - Notice of Completion

Memo from Assistant Engineer Noah Siviglia and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-455 ACCEPTING THE PUBLIC WORK KNOWN AS THE 2016 BIKE TRAIL RESURFACING PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends that the City Council accept the 2016 Bike Trail Resurfacing Project as complete and authorize the Public Works Director to execute the Notice of Completion. The project resurfaced various bike trails throughout the City as a part of the bike trail preventative maintenance plan. The final construction cost was \$206,005.06 and was funded with Local Transportation funds.

CC #: 8082

File #: 0721-05

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

7.12. 2016 Roseville Heights Curb Ramp Upgrade Project - Notice of Completion

Memo from Assistant Engineer Noah Siviglia and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-456 ACCEPTING THE PUBLIC WORK KNOWN AS THE 2016 ROSEVILLE HEIGHTS CURB RAMP UPGRADE PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends that the City Council accept the 2016 Roseville Heights Curb Ramp Upgrade Project as complete and authorize the Public Works Director to execute the Notice of Completion. The project constructed 22 pedestrian

curb ramps throughout the Roseville Heights neighborhood. The final construction cost was \$149,650.00 and was funded with Community Development Block Grant funds.

CC #: 8083

File #: 0900-04-02

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

7.13. Street Closure Request - 55th Annual Sylvia Besana Holiday Parade - November 19, 2016

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-449 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE CHAMBER OF COMMERCE AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a request to approve street closures for the 55th Annual Sylvia Besana Holiday Parade on Saturday, November 19, 2016. Street closures included are S. Grant Street between Oak Street and Atlantic Street; Vernon Street between 6th Street and Lincoln Street; Pratt Street between Vernon Street and Oak Street; and Folsom Road between Vernon Street and the Roseville Square Shopping Center. The closure times will be 7:00 a.m. – 12:30 p.m. All costs associated with this event for City services will be reimbursed by the Roseville Chamber of Commerce.

CC #: 8072

File #: 0109-02

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

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

7.14. Capital Improvement Projects – Budget Adjustment

Memo from Budget Analyst Brandon Ladd and Finance Director Monty Hanks recommending Council adopt ORDINANCE NO. 5752 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This budget adjustment lists Capital Improvement Projects and associated transfers that were approved by the City Council prior to June 30, 2016. These projects are ongoing, requiring the unspent budget balances in the FY2015-16 budget to be brought forward to the current fiscal year's budget. The projects were analyzed during the preparation of the FY2016-17 budget and were included in the financial analysis of the individual funds. This budget adjustment does not increase the previously approved spending limits for each project. There is no fiscal impact.

CC #: 8077

File #: 0201-01 & 0801

CONTACT: Brandon Ladd 916-774-5389 bladd@roseville.ca.us

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

Ordinances (for second reading and adoption)

7.15. 2016 Building Standards Code Adoption

Memo from Fire Division Chief Jason Rizzi and Fire Chief Rick Bartee recommending Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 16.04.100 OF CHAPTER 16.04 OF TITLE 16 REGARDING BUILDINGS AND CONSTRUCTION, AND AMENDING SECTIONS 16.16.020, 16.16.040, 16.16.070, 16.16.110, 16.16.150, 16.16.160 AND 16.16.170 OF CHAPTER 16.16 OF TITLE 16 OF THE ROSEVILLE MUNICIPAL CODE REGARDING

FIRE CODE. On December 15, 2015, the California Building Standards Commission adopted the California Building Standards Code to be contained within Title 24 of the California Code of Regulations. The publication of this code occurred on July 1, 2016 with an effective date of January 1, 2017. These regulations will allow the City to establish local amendments reasonably necessary to ensure public safety based upon climatic, geological or topographical conditions consistent with California State Law. The fiscal impact on the City includes new code resources and staff training on the updated regulations. These costs have been accounted for within the current budgets of both the Fire Department and the Development Services Department.

CC #: 8068

File #: 0501-02

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

Scott Byrnes 916-774-5338 sbyrnes@roseville.ca.us

7.16. Municipal Code Amendment - Emergency Ride Home, Transportation Systems Management

ORDINANCE NO. 5754 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 11.33.030 AND 11.33.080 OF CHAPTER 11.33 OF TITLE 11 OF THE ROSEVILLE MUNICIPAL CODE REGARDING TRANSPORTATION SYSTEMS MANAGEMENT for second reading and adoption.

CC #: 8091

File #: 0721-04

CONTACT: Sue Schooley 916-774-5365 sschooley@roseville.ca.us

Reports / Requests

7.17. Amended Final Map of Westpark Phase 4 - Village W-18A

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council approve the Amended Final Map for Westpark Phase 4 - Village W-18A. The Engineering Department has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 86 residential lots, 1 lettered lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 8069

File #: 0400-07

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

Ceremonial Documents

7.18. Resolution of Commendation and Appreciation to the Sullivan Group

The Flip the Switch program by the Sullivan Auto Group be commended and appreciated for their major clean energy project on the largest energy efficiency installations in the region.

CC #: 8073

File #: 0102-10

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

7.19. Resolution of Congratulations to Shen Yun Performing Arts

Shen Yun Performing Arts be congratulated on their 10th anniversary.

CC #: 8087

File #: 0102-10

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

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

Roll Call Vote:

Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. City Council / Finance Authority - Issuance and Sale of Electric System Revenue Refunding Bonds, Series 2016

Memo from Administrative Analyst Jeannine Thrash and Finance Director Monty Hanks recommending Council adopt RESOLUTION NO. 16-454 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING THE ISSUANCE AND SALE OF ELECTRIC SYSTEM REVENUE REFUNDING BONDS BY THE ROSEVILLE FINANCE AUTHORITY, AND APPROVING RELATED DOCUMENTS AND OFFICIAL ACTIONS; and adopt RESOLUTION NO. 3-16 OF THE BOARD OF DIRECTORS OF THE ROSEVILLE FINANCE AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF ELECTRIC SYSTEM REVENUE REFUNDING BONDS, AND APPROVING RELATED DOCUMENTS AND OFFICIAL ACTIONS. In 2009, City Council authorized the issuance of \$27.01 million in Certificates of Participation ("2009 COPs") in which a portion of the net proceeds were used to refund certain obligations of the 2002 Certificates as related to the Electric System. In 2010, the Roseville Finance Authority authorized the issuance of the Roseville Finance Authority Electric System Revenue Refunding Bonds, Series 2010 ("2010 Bonds") for \$55.85 million. A portion of these net proceeds were used to refund certain outstanding obligations related to Electric's 2008 COPs. The City has identified certain maturities of the 2009 COPs and the 2010 Bonds as refunding candidates for debt service savings. The 2009 COPs and 2010 Bonds are currently outstanding in the amount of \$16.05 million and \$54.075 million, respectively. Based on current market conditions, the refunding of the 2009 COPs and 2010 Bonds will result in a present value savings in excess of \$5.6 million, or 10.13% of refunded par. This represents over \$360,000.00 in average annual debt service savings to Electric operations.

CC #: 8081

File #: 0206

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

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

Finance Director Monty Hanks made the presentation to Council.

No public comment received.

Motion by Herman, seconded by Gore, to adopt RESOLUTION NO. 16-454 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING THE ISSUANCE AND SALE OF ELECTRIC SYSTEM REVENUE REFUNDING BONDS BY THE ROSEVILLE FINANCE AUTHORITY, AND APPROVING RELATED DOCUMENTS AND OFFICIAL ACTIONS;

and,

adopt RESOLUTION NO. 3-16 OF THE BOARD OF DIRECTORS OF THE ROSEVILLE FINANCE AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF ELECTRIC SYSTEM

REVENUE REFUNDING BONDS, AND APPROVING RELATED DOCUMENTS AND OFFICIAL ACTIONS.**Roll Call Vote:**

Ayes: Gore, Rohan, Herman, Roccucci, Garcia
Noes: None
Absent: None

9. SPECIAL REQUESTS/REPORTS/PRESENTATION**9.1. City Entrance Median Enhancements**

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council review options for enhancing entryways into the City. Two medians located on South Cirby Way between Old Auburn Road and Champion Oaks Drive in southeast Roseville were identified as the recommended first area for improvement.

CC #: 8092

File #: 0704

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

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

Parks, Recreation & Libraries Director Dion Louthan continued the presentation to Council.

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

Tracy Mendonsa, Roseville, spoke in support of either option two or three.

Motion by Herman, seconded by Roccucci, to approve staff recommendation 2 (bark mulch and monument for the median enhancements on South Cirby Way between Old Auburn Road and Champion Oaks Drive with a financial cap of \$60,000.00.

Roll Call Vote:

Ayes: Gore, Rohan, Herman, Roccucci, Garcia
Noes: None
Absent: None

10. COUNCIL / STAFF / REPORTS/ COMMENTS**10.1. Police Chief Daniel Hahn with Presentation of Social Services Unit**

Police Chief Daniel Hahn and Economic Development Director Chris Robles made the presentation to Council.

Item for information only. No action taken.

Council Reports:

John Adams Academy – Councilmember Roccucci attended and thanked Roseville Police Department for presentation.

Dedication of Taylor Park – Roccucci reported on attendance.

Fallen Soldiers of Wars – Councilmember Roccucci attended event entitled “Remembering our Fallen” honoring those soldiers who lived in California.

Condolences to the Family of Roseville High School Student Christopher Diaz – Councilmember Herman expressed sympathy.

Economic Development Advisory Committee – Councilmember Herman reported on progress.

Appreciation Extended to Blue Star Moms for Coordinating the Fallen Soldiers Project – Mayor Garcia thanked representative Lorraine Browning.

11. ADJOURNMENT

Motion by Herman, seconded by Roccucci, to adjourn the meeting at 8:01 p.m.

Vote: All Ayes

CAROL GARCIA, MAYOR

SONIA OROZCO, CMC
CITY CLERK



MINUTES

November 7, 2016

CITY COUNCIL CLOSED SESSION

5:00 p.m.

Hutchison Conference Room

311 Vernon Street

Roseville, California

A. CLOSED SESSION CALL TO ORDER

Mayor Garcia called the November 7, 2016 City Council Closed Session to order at 5:00 p.m. in the Hutchison Conference Room.

B. CLOSED SESSION SILENT ROLL CALL

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

C. CLOSED SESSION PUBLIC COMMENTS

No public comment received.

D. CLOSED SESSION

D.1. Conference with Labor Negotiator

Pursuant to California Government Code Section 54957.6

Employee Organization: Roseville Firefighters, Local 1592

Agency designated representative: Gayle Satchwell

CONTACT: Gayle Satchwell 916-774-5475 gsatchwell@roseville.ca.us

Closed Session Disclosure: City Attorney Bob Schmitt stated no reportable action was taken.

E. CLOSED SESSION ADJOURNMENT

Motion by Rohan, seconded by Gore, to adjourn the meeting.

Vote: All Ayes

CAROL GARCIA, MAYOR

SONIA OROZCO, CMC
CITY CLERK



MINUTES

November 16, 2016

CITY COUNCIL CLOSED SESSION 6:15 p.m.

**CITY COUNCIL MEETING
HOUSING AUTHORITY MEETING
SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY
7:00 p.m.
City Council Chambers
311 Vernon Street
Roseville, California**

CLOSED SESSION

6:15 p.m.

- A. **CLOSED SESSION CALL TO ORDER**
Mayor Carol Garcia called the November 16, 2016 City Council Closed Session to order at 6:15 p.m.
- B. **SILENT CLOSED SESSION ROLL CALL**
- | | | |
|-----------------------|-------------------------|----------------|
| Councilmember: | Bonnie Gore | Absent |
| Vice Mayor: | Susan Rohan | Present |
| Councilmember: | Tim Herman | Present |
| Councilmember: | Pauline Roccucci | Present |
| Mayor: | Carol Garcia | Present |
- C. **CLOSED SESSION PUBLIC COMMENTS**

No public comment received.
- D. **CLOSED SESSION ITEM**
1. Conference with Legal Counsel - Existing Litigation - Two Cases
Quality Investment Properties Roseville, LLC, et al. v. BBC Roseville Oaks, LLC, and City of Roseville
Placer County Superior Court, Case No. SCV0036959; and
Quality Investment Properties Roseville, LLC, et al. v. City of Roseville
Placer County Superior Court, Case No. SCV0036739
Robert Schmitt 916-774-5235 rschmitt@roseville.ca.us

Closed Session Disclosure: City Attorney Bob Schmitt reported that with regard to the existing litigation matter involving the Campus Oaks development project, the City Council has approved the settlement and authorized the City Manager and the City Attorney to execute the settlement agreement. The vote was 4-0 with Councilmember Gore absent. This settlement is consistent with the Council approved Development Agreement and Development Agreement Amendments, involves no financial contribution by the City, and no new obligations are imposed on City, other than what is typical in a settlement agreement.

2. Conference with Labor Negotiator

Pursuant to California Government Code Section 54957.6

Employee Organization: Roseville Firefighters, Local 1592

Agency designated representative: Gayle Satchwell

Gayle Satchwell 916-774-5475 gsatchwell@roseville.ca.us

Closed Session Disclosure: City Attorney Bob Schmitt stated no reportable action was taken.

E. **CLOSED SESSION ADJOURNMENT**

Consensus to adjourn the Closed Session at 6:40 p.m. and convene to the regular City Council meeting. Vote: All Ayes

1. **CALL TO ORDER**

Mayor Carol Garcia called the November 16, 2016 City Council/Housing Authority/Successor Agency Meeting to order at 7:00 p.m.

2. **ROLL CALL**

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

3. **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Brian Gladden.

4. **MEETING PROCEDURES**

NOTICE TO THE PUBLIC

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

City Clerk Sonia Orozco announced the meeting procedures.

5. **PRESENTATIONS**

5.1. Resolution of Congratulations to the Health Education Council

The Health Education Council be congratulated on their 25th anniversary and encouraged to continue their focus through empowerment and support.

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

Mayor Garcia made the presentation to Health Education Council Executive Director Debra S. Oto-Kent, who responded.

6. PUBLIC COMMENTS**NOTICE TO THE PUBLIC**

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

Ricardo Anguiano, Roseville, spoke on challenges to American values.

7. CONSENT CALENDAR**NOTICE TO THE PUBLIC**

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

BEGINNING OF CONSENT CALENDAR**Approval of the Consent Calendar**

Removed item 7.17 for discussion and separate approval. Approved all other items as recommended.

Bids / Purchases / Services**7.1. Playground Equipment and Installation - Service Agreement**

Memo from Park Planning & Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-476 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND PLAYPOWER LT FARMINGTON C/O ALL ABOUT PLAY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703514). Staff requests authorization to enter into a service agreement with PlayPower LT Farmington C/O All About Play for playground equipment and installation at Rube Nelson Park. The total cost of the agreement is \$137,298.80. In addition, authorize the Parks, Recreation & Libraries Director or his designee to approve change order requests for materials in an amount not to exceed 10% of the contract price. Funding for this project is provided by General Capital Improvement Project Rehab Fund allocated during the FY2016-17 budget process.

CC #: 8123

File #: 0203-10

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

7.2. Roseville Main Library Accessible Restroom Update Phase 2 (RFQ 01-3103) - Reject All Bids

Memo from Buyer Brandon Mendonca and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-461 REJECTING ALL BIDS FOR THE ROSEVILLE MAIN LIBRARY ACCESSIBLE RESTROOM UPDATE PHASE 2 PROJECT. Staff recommends that all bids received for RFQ 01-3103 for the Roseville Main Library Accessible Restroom Update Phase 2 be rejected. The bid was for materials and labor to renovate an existing restroom to current Americans with

Disabilities Act compliance at the Main Library. The bid was for \$202,661.00, which is almost double the engineer's estimate of \$105,000.00. There is no fiscal impact, since all bids are rejected.

CC #: 8100

File #: 0203-21 & 0704-01

CONTACT: Brandon Mendonca 916-774-5724 bmendonca@roseville.ca.us

7.3. Pre-wired Relay Panels (RFQ 01-3100) – Purchase Order

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council authorize an award of a purchase order to Schweitzer Engineering Laboratories, Inc. for pre-wired relay panels as the lowest responsive bidder for RFQ 01-3100. The estimated annual cost is \$140,000.00. Funding is included in the Electric Rehab Relay Replacement Project FY2016-17 budget and future approved Electric capital project budgets. The dollars will be encumbered one year at a time pending Council approval of budgets for each year. Staff is also requesting authorization to renew without further Council approval.

CC #: 8099

File #: 0203-07

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

7.4. High-Density Linear Polyethylene Storage Tanks (RFQ 01-3102) - Purchase Order

Memo from Buyer Brandon Mendonca and Central Services Director Paul Diefenbach recommending Council authorize a purchase order to Technology International, Inc. as the lowest responsive bidder for RFQ 01-3102 for two High-Density Linear Polyethylene (HDLPE) Storage Tanks to store sodium hypochlorite at the Dry Creek Wastewater Treatment Plant. The existing HDLPE tanks have reached the end of their useful life and are beginning to show signs of wear. Both tanks leak and can no longer store to their designed capacity. The cost of the storage tanks is \$70,890.00 plus tax of \$5,316.75 for a total of \$76,206.75. Funding is included in the Environmental Utilities Department's FY2016-17 Recycled Water Operations budget.

CC #: 8094

File #: 0203-09

CONTACT: Brandon Mendonca 916-774-5724 bmendonca@roseville.ca.us

7.5. Technology Equipment – Purchase Orders

Memo from Electric Technology System Supervisor Sage Armstrong and Electric Utility Director Michelle Bertolino recommending Council authorize purchase orders with Dell Marketing, L.P. and CDW-G, for general technology equipment and supporting software utilizing competitively bid cooperative contracts. The total cost for FY2016-17 is \$140,000.00 or not to exceed budgeted amounts. Funding for the agreement for FY2016-17 is included in the Electric Department Operating budget and future funding is subject to City Council approval.

CC #: 8117

File #: 0203-06

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

7.6. Vehicle Purchase - Purchase Order

Memo from Fleet Manager Brian Craighead and Central Services Director Paul Diefenbach recommending Council authorize a sole source purchase order to Altec Industries for one D3060B Digger Derrick, and authorize a sole source purchase order to Altec Industries for one AT37-G Articulating Telescopic Aerial Device. The total cost of one D3060B Digger Derrick vehicle is \$422,973.35. The total cost of one AT37-G

Articulating Telescopic Aerial Device vehicle is \$138,214.60. Funding for both vehicles is included in the FY2016-17 Auto Replacement Budget.

CC #: 8102

File #: 0203-01

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

7.7. Vehicle Parts, Inspections and Services - Sole Source Service Agreement Amendment

Memo from Fleet Manager Brian Craighead and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-459 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND ALTEC INDUSTRIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1704008). This is an amendment to service agreement S1704008 to increase the value of the agreement by \$125,000.00, from \$10,000.00 to \$135,000.00. The additional dollars are for the sole source service agreement amendment with Altec Industries to purchase parts, inspections and services on an as needed basis. The estimated annual service agreement will be \$135,000.00, or not to exceed budgeted amount. Funding for the Altec Industries service agreement is included in the FY2016-17 Vehicle Repair & Preparation budget. Additionally, staff requests authorization to renew the sole source service agreement without further Council approval until FY2020-21.

CC #: 8093

File #: 0203-02

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

7.8. Network File Storage Device - Purchase Order

Memo from Information Technology Program Manager Matt Donaldson and Chief Information Officer Hong Sae recommending Council award a purchase order to Kovarus for no more than \$170,000.00 to acquire a Nimble CS5000 network file storage device that will increase the City's data storage capacity to accommodate current demand as well as anticipated growth over the next three years. Funding for this purchase will come from FY2016-17 Information Technology Capital Improvement Project Rehab fund, as well as Environmental Utilities and Roseville Electric funds.

CC #: 8095

File #: 0203-06

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

Resolutions

7.9. William "Bill" Hughes Park - Bridge & Trail Project - Notice of Completion

Memo from Parks Development Analyst Joel De Jong and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-465 ACCEPTING THE PUBLIC WORK KNOWN AS THE WILLIAM 'BILL' HUGHES PARK - BRIDGE & TRAIL PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PARKS, RECREATION AND LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Parks, Recreation & Libraries Department has made a final inspection of the William "Bill" Hughes Park – Bridge & Trail Project and has found that all contract work has been completed in accordance with the improvement plans and specifications. The project is now ready for acceptance. The project scope of work included the construction of 1,125 feet of paved bike trail, a pedestrian and bicycle bridge over Pleasant Grove Creek, and related improvements within the City's and Federal Emergency Management Agency's regulatory floodplain at Hughes Park. In accordance with City specifications, the contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of Completion. The project cost was

\$435,000.00 and was funded with monies from the North Roseville Neighborhood Park Fund, with \$175,000.00 to be reimbursed through a state grant under the Habitat Conservation Fund.

CC #: 8107

File #: 0704-01

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

7.10. Resolution of Intention to Approve an Amendment to the Contract Between the Board of Administration of the Public Employees' Retirement System and the City of Roseville

Memo from Assistant Human Resources Director Lisa Achen and Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 16-477 RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO CONTRACT BETWEEN THE BOARD OF ADMINISTRATION, CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL, CITY OF ROSEVILLE. Staff seeks to obtain Council authority to approve a resolution notifying California Public Employees' Retirement System (CalPERS) of the City's intent to amend its retirement contract to provide a different a level of benefits for new qualifying fire members hired on or after December 16, 2016 and discontinue offering the benefits authorized under Resolution No. 06-118 to those qualifying new hires. There is no immediate fiscal impact; however, the City will recognize cost savings of 1% COLA annually to all future qualifying retirees covered by Roseville Firefighters Memorandum of Understanding.

CC #: 8126

File #: 0600-04

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

7.11. Ordering Judicial Foreclosure of Delinquent Special Tax Liens

Memo from Financial Analyst Jennifer Kwok and Finance Director Monty Hanks recommending Council adopt RESOLUTION NO. 16-472 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE ACTING AS THE GOVERNING BODY OF ALL OF ITS COMMUNITY FACILITIES DISTRICTS ORDERING JUDICIAL FORECLOSURE OF DELINQUENT SPECIAL TAXES PURSUANT TO THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982 AND ORDERING THAT THE PLACER COUNTY TAX COLLECTOR BE CREDITED WITH THOSE TAXES. Certain property owners have become delinquent in payments of the special taxes associated with several of the City's Community Facilities Districts (CFD). As per the bond covenants, when certain delinquency thresholds have been met the City is required to commence foreclosure actions against delinquent parcels. There is no impact to the City's General Fund. All legal fees are borne by the property owner and all penalties and interest collected will be credited to the subject CFD.

CC #: 8115

File #: 0206-03

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

7.12. Westbrook Development Portion of the Sierra Vista Specific Plan - Reimbursement Agreement

Memo from City Engineer Marc Stout and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-460 APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, WP DEVELOPMENT COMPANY, LLC, AND WESTPARK S.V. 400, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests the approval and execution of a reimbursement agreement between the City and Westpark S.V. 400, LLC for the construction of public improvements beyond the scope of this project. This item will

have no impact to the City's General Fund. The reimbursement of \$1,773,530.68 is funded through the City's Traffic Mitigation Fund and specifically from the Westbrook "set-aside" account.

CC #: 8098

File #: 1008 & 0400-04-12-1

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

7.13. Plan Review and Map Check Services - Professional Design Services Agreement Amendment

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-475 APPROVING A FOURTH AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SURVEYORS GROUP, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The City's current professional services agreement with Surveyors Group, Inc., to provide civil engineering review of improvement plans and maps has reached its contract dollar amount of \$21,250.00. Due to the current level of development activity, staff has prepared an amendment to increase the contract dollar amount by \$21,700.00 for a total not to exceed contract amount of \$42,950.00. The amendment will have no fiscal impact to the General Fund because all costs are borne by development applicants for the services provided.

CC #: 8119

File #: 0800-06

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

7.14. Westbrook - Phase 1 Village 6 Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-464 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND D.R. HORTON CA2, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the 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 103 residential lots and 2 landscape lots. The actions requested have no fiscal impact to the City's General Fund

CC #: 8105

File #: 0400-04-12-1 & 0400-07

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

7.15. Westbrook - Phase 1 Village 25 Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-463 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND D.R. HORTON CA3, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the 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 100 residential lots and 7 landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 8104

File #: 0400-04-12-1 & 0400-07

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

7.16. Westbrook - Phases 2 & 3 Large Lot Final Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council approve the Westbrook - Phases 2 & 3 Large Lot final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 21 large lots and 8 landscape (lettered) lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 8106

File #: 0400-07

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

7.17. Water Forum Successor Effort - Cost Share Agreement FY2016-17

Memo from Water Utility Manager Jim Mulligan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-462 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE, COUNTY OF SACRAMENTO, SACRAMENTO COUNTY WATER AGENCY, CITY OF FOLSOM, PLACER COUNTY WATER AGENCY, SAN JUAN WATER DISTRICT AND THE CITY OF SACRAMENTO (ON BEHALF OF THE SACRAMENTO CITY-COUNTY OFFICE OF METROPOLITAN WATER PLANNING AND THE WATER FORUM SUCCESSOR EFFORT), AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. On March 15, 2000, Council approved a Memorandum of Understanding regarding the Water Forum comprehensive plan which established two co-equal objectives: 1) provide a reliable and safe water supply for the region's economic health and planned development through the year 2030; and 2) preserve the fishery, wildlife, recreational, and aesthetic values of the Lower American River. Roseville agreed to support the Successor Effort through the life of the agreement. The City of Sacramento is the lead agency for managing the Successor Effort and has drafted the cost-sharing agreement. Roseville's FY2016-17 allocation is \$84,359.00 which was budgeted for in the Water Utility operations cost.

CC #: 8103

File #: 0800-02

CONTACT: Jim Mulligan 916-774-5668 jmulligan@roseville.ca.us – **Removed from the Consent Calendar**

7.18. Housing Authority / City Council - Housing Authority and Division Signing Authorities

Memo from Housing Manager Danielle Foster and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 16-471 DELEGATING AUTHORIZED REPRESENTATIVE ROLE TO THE ECONOMIC DEVELOPMENT DIRECTOR; and adopt HOUSING AUTHORITY OF THE CITY OF ROSEVILLE RESOLUTION NO. 5-16 REPEALING RESOLUTION NO. 2-94 UPDATING HOUSING AUTHORITY MEMBERS AND ADOPTING A CONFLICT OF INTEREST CODE. This item seeks to update Housing Authority Resolution No. 2-94, which details the responsible City staff positions that carry out roles as Housing Authority staff members, and aims to reduce authority burden on the City Manager for housing activities by authorizing his delegation of signature authorities to the appropriate staff. This action is at no cost to the City or Housing Authority and will likely represent a cost savings through more efficient use of staff time.

CC #: 8114

File #: 0103-03-02

CONTACT: Danielle Foster 916-774-5446 dfoster@roseville.ca.us

Chris Robles 916-774-5421 crobles@roseville.ca.us

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

7.19. Refunding Budget Adjustment

Memo from Financial Analyst Vanessa Lieberman and Finance Director Monty Hanks recommending Council adopt ORDINANCE NO. 5757 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is requesting approval of a budget adjustment of \$2,045,509.00 for three recent bond refundings to cover the cost of issuance fees and to adjust the debt service budget from the original bond issue to the refunding bond issue. There are sufficient available resources in all the identified bond issues to accommodate this request. There is no impact to the City's General Fund.

CC #: 8118

File #: 0201-01 & 0206-03-01

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

7.20. Police Equipment - Purchase and Budget Adjustment

Memo from Administrative Analyst Shelly Bracco and Police Chief Daniel Hahn recommending Council adopt ORDINANCE NO. 5755 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE, and approve the purchase of authorized police equipment in the amount of \$18,618.00. The requested funds will come from the Police Department's Asset Forfeiture Account, and will be reimbursed by a Homeland Security agreement to that same account. There will be no net impact on the General Fund.

CC #: 8109

File #: 0201-01 & 0323

CONTACT: Shelly Bracco 916-774-5018 sbracco@roseville.ca.us

7.21. Staffing and Salary Schedule Changes

Memo from Human Resources Manager Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5756 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5706, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "D" TO BE EFFECTIVE NOVEMBER 26, 2016, AS AN URGENCY MEASURE. Staff recommends the City Council approve Local 39 A & B salary schedules to reflect the new classification of Building Maintenance Aide, the deletion of Fire Technician and to approve a salary adjustment to Deputy City Clerk I/II on the Local 39 B salary schedule. Staff is also recommending Council approve an allocation schedule reflecting the addition of one Administrative Technician allocation and the deletion of one Fire Technician allocation in the Fire Department and the addition of a .5 Deputy City Clerk allocation in City Clerk Department and one Building Maintenance Aide allocation to the Central Services Department. The proposed changes in the Fire Department will result in an annual salary savings of \$1211.00 and a fiscal savings of \$698.00. The fiscal salary and benefits impact to the Central Services Department of \$41,295.00 was included as part of the FY17 budget. The annual impact of \$10,508.00 and fiscal impact of \$6,063.00 in the City Clerk's Department will be funded by projected passport revenues.

CC #: 8111

File #: 0600-01

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

Ordinances (for second reading and adoption)

7.22. 2016 Building Standards Code - Second Reading and Adoption

ORDINANCE NO. 5758 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 16.04.100 OF CHAPTER 16.04 OF TITLE 16 REGARDING BUILDINGS AND CONSTRUCTION, AND AMENDING SECTIONS 16.16.020, 16.16.040, 16.16.070, 16.16.110, 16.16.150, 16.16.160 AND 16.16.170 OF CHAPTER 16.16 OF TITLE 16 OF THE ROSEVILLE MUNICIPAL CODE REGARDING FIRE CODE, for second reading and adoption.

CC #: 8124

File #: 0501-02

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

Scott Byrnes 916-774-5338 sbyrnes@roseville.ca.us

Reports / Requests

7.23. Out of State Travel Request – Information Technology Department

Memo from Information Technology Division Manager Michael Sinor and Chief Information Officer Hong Sae recommending Council approve out of state travel for up to six Enterprise Resource Planning (ERP) selection committee members to participate in site visits to assist with selection of new ERP system. Selection of team members, dates and sites will be determined upon completion of request for proposal evaluation. The estimated total cost is not to exceed \$12,000.00, and funding is provided by the ERP Capital Improvement Project.

CC #: 8121

File #: 0600-02

CONTACT: Michael Sinor 916-774-5183 msinor@roseville.ca.us

7.24. Out of State Travel Request - Information Technology Department

Memo from Information Security Administrator Norm Hinman and Chief Information Officer Hong Sae recommending Council approve out of state staff travel for Information Security Administrator Norm Hinman to attend an Information Security conference in Vancouver, B.C. Canada from June 12-15, 2017. The estimated total cost of \$4,000.00 is included in the Information Technology Department FY2016-17 budget.

CC #: 8096

File #: 0600-02

CONTACT: Norm Hinman 916-774-5408 nhinman@roseville.ca.us

7.25. Out of State Travel Request - Police Department

Memo from Police Captain Troy Bergstrom and Police Chief Daniel Hahn recommending Council approve out of state travel for two police officers to attend Safariland Less Lethal Impact Munitions training in Olympia, Washington on November 30, 2016. The Police Department needs certified instructors to train the rest of Roseville's police officers in a new non-lethal weapon system. This is the closest instructor training course offered by the weapon manufacturer. The training course and related travel for two police officers will cost approximately \$1,460.00. The Police Department's asset forfeiture account has sufficient funds for this purpose, and no additional funds are requested.

CC #: 8097

File #: 0600-02

CONTACT: Troy Bergstrom 916-774-5058 tbergstrom@roseville.ca.us

7.26. Public Safety Computer Maintenance - Authorization for Payment

Memo from Administrative Analyst Shelly Bracco and Police Chief Daniel Hahn recommending Council authorize payment of \$191,248.00 to Tyler Technologies, formerly New World Systems Corporation, for the annual maintenance costs to the Public Safety Computer System shared by both the Police and Fire Departments. Funds for these maintenance costs were included in the current year's budget for this purpose.

CC #: 8108

File #: 0323

CONTACT: Shelly Bracco 916-774-5018 sbracco@roseville.ca.us

Motion by Rohan, seconded by Herman, to remove item 7.17 from the Consent Calendar to be discussed separately and that the remaining items be approved as recommended.

Roll Call Vote:

Ayes: Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: Gore

REMOVED FROM CONSENT CALENDAR

7.17. Water Forum Successor Effort - Cost Share Agreement FY2016-17

Memo from Water Utility Manager Jim Mulligan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-462 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE, COUNTY OF SACRAMENTO, SACRAMENTO COUNTY WATER AGENCY, CITY OF FOLSOM, PLACER COUNTY WATER AGENCY, SAN JUAN WATER DISTRICT AND THE CITY OF SACRAMENTO (ON BEHALF OF THE SACRAMENTO CITY-COUNTY OFFICE OF METROPOLITAN WATER PLANNING AND THE WATER FORUM SUCCESSOR EFFORT), AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. On March 15, 2000, Council approved a Memorandum of Understanding regarding the Water Forum comprehensive plan which established two co-equal objectives: 1) provide a reliable and safe water supply for the region's economic health and planned development through the year 2030; and 2) preserve the fishery, wildlife, recreational, and aesthetic values of the Lower American River. Roseville agreed to support the Successor Effort through the life of the agreement. The City of Sacramento is the lead agency for managing the Successor Effort and has drafted the cost-sharing agreement. Roseville's FY2016-17 allocation is \$84,359.00 which was budgeted for in the Water Utility operations cost.

CC #: 8103

File #: 0800-02

CONTACT: Jim Mulligan 916-774-5668 jmulligan@roseville.ca.us

Removed by Councilmember Roccucci.

Environmental Utilities Director Richard Plecker addressed Council.

No public comment received.

Motion by Roccucci, seconded by Herman, to adopt RESOLUTION NO. 16-462 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE, COUNTY OF SACRAMENTO, SACRAMENTO COUNTY WATER AGENCY, CITY OF FOLSOM, PLACER COUNTY WATER AGENCY, SAN JUAN WATER DISTRICT AND THE CITY OF SACRAMENTO (ON BEHALF OF THE SACRAMENTO CITY-COUNTY OFFICE OF METROPOLITAN WATER PLANNING AND THE WATER FORUM SUCCESSOR EFFORT), AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE.

Roll Call Vote:

Ayes: Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: Gore

END OF CONSENT CALENDAR

8. RESOLUTIONS**8.1. 401 Oak Street Properties - Resolution for Determination of Surplus Property and Notice of Intent to Sell**

Memo from Economic Development Manager Laura Matteoli and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 16-469 DECLARING 201 AND 401 OAK STREET AND A PORTION OF 225 TAYLOR ROAD AS SURPLUS PROPERTY; and adopt one finding that it is in the best interest of the City to dispose of properties located at 201 and 401 Oak Street and a portion of 225 Taylor Road, without sealed bids, and sell to the University of Warwick in California; and adopt RESOLUTION NO. 16-470 APPROVING A NOTICE OF INTENT TO SELL PROPERTY TO THE UNIVERSITY DEVELOPMENT FOUNDATION ON BEHALF OF THE UNIVERSITY OF WARWICK IN CALIFORNIA. The purpose of the Notice of Intent to Sell property is to allow staff to initiate discussions of 401 Oak Street for purposes of a private postsecondary (graduate) education facility by the University of Warwick. City Manager contingency funds will be used to complete the due diligence items needed for the property appraisal and engineering mapping and flood certification documents, which are estimated to cost between \$20,000.00 and \$30,000.00. Should costs exceed \$21,745.00, staff will bring forward a budget adjustment for Council's consideration.

CC #: 8113

File #: 1003

CONTACT: Chris Robles 916-774-5421 crobles@roseville.ca.us

Economic Development Director Chris Robles and Economic Development Manager Laura Matteoli made the presentation to Council.

Ian Rowley, Director of Development and External Affairs – Warwick, spoke in support of graduate school.

Bob Hogg, Project Director, Warwick in California, spoke in support and stated enthusiasm for establishing a higher education facility in Roseville.

Professor Sean Hand, Dean of the Graduate School Warwick, spoke in support.

Wendy Gerig, of behalf of the Roseville Area Chamber of Commerce, spoke in support,

Motion by Herman, seconded by Roccucci, to adopt RESOLUTION NO. 16-469 DECLARING 201 AND 401 OAK STREET AND A PORTION OF 225 TAYLOR ROAD AS SURPLUS PROPERTY;

And adopt a finding that it is in the best interest of the City to dispose of the property without sealed bids and sell the University of Warwick California the property, and adopt RESOLUTION NO. 16-470 APPROVING A NOTICE OF INTENT TO SELL PROPERTY TO THE UNIVERSITY DEVELOPMENT FOUNDATION ON BEHALF OF THE UNIVERSITY OF WARWICK IN CALIFORNIA.

Roll Call Vote:

Ayes: Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: Gore

8.2. Retiree Medical Benefit Trust Fund Financial Policy

Memo from Chief Financial Officer Jay Panzica recommending Council adopt RESOLUTION NO. 16-480 ADOPTING A LONG TERM POLICY TO FULLY FUND THE

RETIREE MEDICAL BENEFIT TRUST. This item requests Council to create a financial policy to formalize a process to fund the Retiree Medical Benefit Trust Fund. Since this is a pre-existing obligation, there is no incremental cost to the General Fund to approve this policy. This request simply provides a plan to fund the obligation. Initial funding will be approximately \$750,000.00 for each percentage point of salary per year for the General Fund.

CC #: 8129

File #: 0600-04

CONTACT: Jay Panzica 916-774-5320 jpanzica@roseville.ca.us

Chief Financial Officer Jay Panzica made the presentation to Council.

No public comment received.

Motion by Herman, seconded by Rohan, to adopt RESOLUTION NO. 16-480 ADOPTING A LONG TERM POLICY PARTS 1 AND 2, TO FULLY FUND THE RETIREE MEDICAL BENEFIT TRUST.

Roll Call Vote:

Ayes: Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: Gore

8.3. Housing Successor - Homeless Prevention & Rapid Rehousing Services - Grant Agreement, Notice of Funding Availability and Budget Adjustment

Memo from Housing Manager Danielle Foster and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 16-478 APPROVING A GRANT AGREEMENT FOR HOMELESS PREVENTION AND REHOUSING SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE SALVATION ARMY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 16-479 AUTHORIZING STAFF TO ISSUE A NOTICE OF FUNDING AVAILABILITY FOR HOMELESS PREVENTION AND RAPID REHOUSING SERVICES; and adopt ORDINANCE NO. 5759 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS A APPROPRIATION MEASURE. This item is requesting approval of the release of a Notice of Funding Availability of local grant funds for homeless prevention and rapid rehousing services to be provided by local non-profit organizations. The item includes the necessary budget adjustment to allocate \$213,186.00 from the Redevelopment Agency's Housing Successor Low and Moderate Income Fund for this purpose and would include allocation of the City's existing \$30,000.00 funding commitment to Salvation Army from this funding source. There is no cost to the General Fund.

CC #: 8126

File #: 0709-05 & 0201-01

CONTACT: Danielle Foster 916-774-5446 dfoster@roseville.ca.us

Chris Robles 916-774-5421 crobles@roseville.ca.us

Economic Development Director Chris Robles and Housing Manager Danielle Foster made the presentation to Council.

No public comment received.

Motion by Herman, seconded by Roccucci, to adopt RESOLUTION NO. 16-478 APPROVING A GRANT AGREEMENT FOR HOMELESS PREVENTION AND REHOUSING SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE SALVATIOJN ARMY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and, adopt RESOLUTION NO. 16-479 AUTHORIZING STAFF TO ISSUE A NOTICE OF FUNDING AVAILABILITY FOR HOMELESS PREVENTION AND RAPID REHOUSING SERVICES; and, adopt ORDINANCE NO. 5759 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CETAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS A APPROPRIATION MEASURE.

Roll Call Vote:

Ayes: Rohan, Herman, Roccucci, Garcia
Noes: None
Absent: Gore

8.4. Housing Successor and Successor Agency of the Redevelopment Agency of the City of Roseville - Mercy Housing Regulatory and Loan Documents

Memo from Housing Analyst Trisha Isom and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 16-466 APPROVING A LOAN AGREEMENT, PROMISSORY NOTE AND DEED OF TRUST BY AND BETWEEN THE CITY OF ROSEVILLE AND MERCY HOUSING CALIFORNIA 48, LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LOAN AGREEMNT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 16-467 APPROVING A REGULATORY AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MERCY HOUSING CALIFORNIA 48, LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF ROSEVILLE RESOLUTION NO. 16-468 AUTHORIZING TRANSFER OF FUNDS. On February 17, 2016, the Successor Agency of the Redevelopment Agency (Successor Agency) approved the extension of the previous reservation of \$5.76 million to assist Mercy Housing in developing a mixed-use, 56-unit community located at 623 Vernon Street. On June 8, 2016, Mercy was awarded Low-Income Housing Tax Credit funds from the state Tax Credit Allocation Committee. The loan of \$5.76 million will be in the form of a 55-year residual receipts loan with an interest rate of 3% simple interest. No General Fund monies will be used for this project.

CC #: 8112

File #: 0103-10-04 & 0201-01 & 0709-03

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

Chris Robles 916-774-5421 crobles@roseville.ca.us

Economic Development Director Chris Robles and Housing Manager Danielle Foster made the presentation to Council.

Rich Ciraulo, spoke in support.

Motion by Herman, seconded by Roccucci, to adopt RESOLUTION NO. 16-466 APPROVING A LOAN AGREEMENT IN THE AMOUNT OF \$5,760,000, PROMISSORY NOTE AND DEED OF TRUST BY AND BETWEEN THE CITY OF ROSEVILLE AND MERCY HOUSING CALIFORNIA 48, LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LOAN AGREEMNT ON BEHALF OF THE CITY OF ROSEVILLE; and, adopt RESOLUTION NO. 16-467 APPROVING A REGULATORY AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MERCY HOUSING CALIFORNIA 48, LP, AND AUTHORIZING THE CITY MANAGER TO

EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and, adopt SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF ROSEVILLE RESOLUTION NO. 16-468 AUTHORIZING TRANSFER OF FUNDS.

Roll Call Vote:

Ayes: Rohan, Herman, Roccucci, Garcia
Noes: None
Absent: Gore

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Water Supply Reliability

Memo from Environmental Utilities Director Richard Plecker recommending Council review recent efforts to enhance water supply reliability in Roseville and affirm direction of future efforts. In early 2015 and in the midst of the 2011 to 2015 drought, Environmental Utilities staff, with Council's concurrence, focused additional efforts on exploring and possibly securing both new and more reliable water supplies to serve current and future needs. Staff have engaged in a number of activities aimed at accomplishing same and wishes to confirm the direction of these efforts.

CC #: 8122

File #: 0800-02

CONTACT: Richard Plecker 916-774-5714 rplecker@roseville.ca.us

Environmental Utilities Director Richard Plecker made the presentation to Council.

No public comment received.

Consensus of the Council to affirm direction of future efforts to enhance water supply reliability in Roseville including projects and programs such as the Ophir Water Treatment Plant project, the River Arc project, the creation of a regional groundwater bank for Placer and Sacramento counties, the Basin Plan Update and the Regional Water Reliability program.

9.2. Council Discretionary Fund Request- James R. Morrison Photography

Memo from Management Assistant Amy Ruiz and City Clerk Sonia Orozco recommending Council consider the request for discretionary funding in the amount of \$500.00 from James R. Morrison Photography in Fair Oaks, CA. to purchase and distribute the book "Ten Women Answer the Question-What Does a Women Veteran Look Like?" The book profiles women veterans from the Sacramento area. The book will be distributed to public high school and middle school libraries in the Roseville area.

CC #: 8128

File #: 0102

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

Amy Ruiz 916-746-1362 a.ruiz@roseville.ca.us

City Clerk Sonia Orozco made the presentation to Council.

James R. and Barbara Morrison, spoke in support.

Motion by Herman, seconded by Rohan, to award \$500.00 of Council discretionary funding to James R. Morrison Photography to purchase and distribute the book "Ten Women Answer the Question – What Does a Woman Veteran Look Like?"

Roll Call Vote:

Ayes: Rohan, Herman, Roccucci, Garcia
Noes: None
Absent: Gore

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. Development Impact Fee Deferrals of Certain Fees for Residential and Nonresidential Projects

Memo from Associate Planner Wayne Wiley and Economic Development Director Chris Robles recommending Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 4.04.020 OF CHAPTER 4.04 OF TITLE 4 AND ADDING SECTIONS 4.04.030 AND 4.04.040 OF CHAPTER 4.04 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING DEFERRAL OF RESIDENTIAL AND NONRESIDENTIAL FEES; and adopt RESOLUTION NO. 16-473 APPROVING ADMINISTRATIVE FEES FOR THE COSTS OF FACILITATING THE DEVELOPMENT IMPACT FEE DEFERRAL PROGRAM; and adopt RESOLUTION NO. 16-474 AMENDING ECONOMIC DEVELOPMENT ADVISORY COMMITTEE (EDAC) MEETING PROCEDURES. This is an amendment to Municipal Code Section 4.04 to provide a formal program for residential and nonresidential development impact fee deferrals, of certain fees, and to establish an appropriate fee schedule for the cost of service. The recommended changes are consistent with the recommendations of the Economic Development Advisory Committee (EDAC) and as such require an update to the EDAC Meeting Procedures. As proposed, the fee deferral programs apply to residential development and nonresidential development/expansions and serve as an important economic development incentive. The proposed administrative fees and interest rate charges are consistent with both the Development Services and Economic Development Department's cost recovery rates and past practices. The Program will have a neutral fiscal impact on the General Fund. Additionally, the proposed changes to EDAC meeting procedures have no fiscal impact. Therefore, there is no fiscal impact associated with the project.

CC #: 8116

File #: 0215-07

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

Mayor Garcia opened the public hearing.

Economic Development Laura Mattioli and Associate Planner Wayne Wiley made the presentation to Council.

Marcus LoDuca, Roseville, requested clarification.

Mayor Garcia closed the public hearing.

Motion by Herman, seconded by Roccucci, to introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 4.04.020 OF CHAPTER 4.04 OF TITLE 4 AND ADDING SECTIONS 4.04.030 AND 4.04.040 OF CHAPTER 4.04 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING DEFERRAL OF RESIDENTIAL AND NONRESIDENTIAL FEES; and, adopt RESOLUTION NO. 16-473 APPROVING ADMINISTRATIVE FEES FOR THE COSTS OF FACILITATING THE DEVELOPMENT IMPACT FEE DEFERRAL PROGRAM; and, adopt RESOLUTION NO. 16-474 AMENDING ECONOMIC DEVELOPMENT ADVISORY COMMITTEE (EDAC) MEETING PROCEDURES.

Roll Call Vote:

Ayes: Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: Gore

11. COUNCIL / STAFF / REPORTS/ COMMENTS

- 11.1. Police Chief Daniel Hahn with Update on Roseville Police Activities League (RPAL)
Sargent Jason Bosworth made the presentation to Council.

The following RPAL participants spoke in support:

Leticia Viviana Nevarez

Larondi Garcia and Marissa

Good Things Happening in Downtown Roseville – Councilmember Herman reported.

Automall “Flip the Switch” Solar Project - Councilmember Roccucci reported.

Veteran’s Day Celebration – Councilmember Roccucci reported.

Capitol Corridor JPA Meeting in San Jose - Vice Mayor Rohan reported.

Recognition of Members of the Roseville Fire Fighters Battling Grass Wildfires – Mayor Garcia thanked group for fighting over 64 brush and grass fires in Roseville.

Holiday Parade – Mayor Garcia announced event on November 19th.

12. ADJOURNMENT

Motion by Herman, seconded by Rohan, to adjourn the meeting at 9:30 p.m. to the November 30, 2016 City Council Closed Session at 5:00 p.m. in the Hutchison Conference Room.

Vote: All Ayes

CAROL GARCIA, MAYOR

SONIA OROZCO, CMC
CITY CLERK



MINUTES
November 30, 2016

CITY COUNCIL CLOSED SESSION

5:00 p.m.
Hutchison Conference Room
311 Vernon Street
Roseville, California

A. CLOSED SESSION CALL TO ORDER

Mayor Carol Garcia called the November 30, 2016 City Council Closed Session to order at 5:00 p.m. in the Hutchison Conference Room.

B. CLOSED SESSION SILENT ROLL CALL

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

C. CLOSED SESSION PUBLIC COMMENTS

No public comment received.

D. CLOSED SESSION

D.1. Public Employee Performance Evaluation

Pursuant to Government Code Section 54957(b)(1) and 54957.6
Performance evaluation/goal setting: City Manager and City Attorney
CONTACT: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Closed Session Disclosure: No reportable action taken.

E. CLOSED SESSION ADJOURNMENT

The meeting was adjourned.

CAROL GARCIA, MAYOR

SONIA OROZCO, CMC
CITY CLERK



MINUTES

December 7, 2016

CITY COUNCIL SWEARING-IN CEREMONY

5:30 p.m.

City Council Chambers

311 Vernon Street

Roseville, California

1. CALL TO ORDER

Mayor Carol Garcia called the December 7, 2016 City Council Swearing-In Ceremony to order at 5:30 p.m.

2. SILENT ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Roseville Police and Fire Honor Guard.

A moment of silence was held in observance of the anniversary of Pearl Harbor.

4. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

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

No public comment received.

5. CANVASS OF ELECTION RESULTS

- 5.1 Memo from City Clerk Sonia Orozco recommending Council adopt RESOLUTION NO. 16-483 CANVASSING VOTES OF THE NOVEMBER 8, 2016 GENERAL MUNICIPAL ELECTION AND DECLARING THE RESULTS

THEREOF PER PLACER COUNTY OFFICIAL ELECTION SUMMARY. A General Municipal Election was held on Tuesday, November 8, 2016 in accordance with law for the purpose of electing three (3) councilmembers for the full term of four (4) years.

Council Communication No. 3715 – File 0502-01

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

City Clerk Sonia Orozco made the presentation to Council.

Motion by Herman, seconded by Roccucci, to adopt RESOLUTION NO. 16-483 CANVASSING VOTES OF THE NOVEMBER 8, 2016 GENERAL MUNICIPAL ELECTION AND DECLARING THE RESULTS THEREOF PER PLACER COUNTY OFFICIAL ELECTION SUMMARY.

Roll Call Vote:

Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

6. RECOGNITION/COMMENTS OF OUTGOING COUNCILMEMBER

6.1 Resolution of Commendation and Appreciation and token of appreciation presented by Councilmember Tim Herman on behalf of the City Council, to outgoing Councilmember Pauline Roccucci.

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

Councilmember Herman made the presentation to outgoing Councilmember Roccucci, who responded.

7. RECOGNITION/COMMENTS OF OUTGOING MAYOR

7.1 Resolution of Commendation and Appreciation and token of appreciation presented by Councilmember Bonnie Gore, on behalf of the City Council, to outgoing Mayor Carol Garcia.

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

Councilmember Gore made the presentation to outgoing Mayor Garcia, who responded.

8. SWEARING IN CEREMONY

8.1 City Clerk Sonia Orozco to administer oath of office to Councilmember Elect John Allard.

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

City Clerk Sonia Orozco administered the oath of office to Councilmember John Allard.

8.2 City Clerk Sonia Orozco to administer oath of office to Councilmember Elect Scott Alvord.

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

City Clerk Sonia Orozco administered the oath of office to Councilmember Scott Alvord.

- 8.3 Francis Anfuso, Pastor of the Rock of Roseville, to administer oath of office to Vice Mayor Elect Bonnie Gore.

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

Francis Anfuso, Pastor of the Rock of Roseville, administered the oath of office to Vice Mayor Bonnie Gore.

- 8.4 City Clerk Sonia Orozco to administer oath of office to Mayor Elect Susan Rohan.

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

City Clerk Sonia Orozco administered the oath of office to Mayor Susan Rohan.

9. COUNCIL/STAFF/REPORTS/COMMENTS

Councilmember John Allard thanked his family and the community, and made additional comments on serving on the City Council.

Councilmember Scott Alvord thanked his family and the community and spoke on the election process.

Vice Mayor Bonnie Gore thanked her family and city staff and thanked the community for their support.

Councilmember Tim Herman welcomed fellow members and thanked his family for their continuing support.

Mayor Susan Rohan thanked her family and spoke on future goals including open and fair communication, respect for all opinions, and working as a group to conduct the business of the City.

10. ADJOURNMENT

Motion by Herman, seconded by Gore, to adjourn the meeting.

Vote: All Ayes

SUSAN ROHAN, MAYOR

SONIA OROZCO, CMC
CITY CLERK



MINUTES

December 7, 2016

**CITY COUNCIL MEETING
HOUSING AUTHORITY MEETING**
City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

Mayor Susan Rohan called the December 7, 2016 City Council/Housing Authority Meeting to order at 7:00 p.m.

2. ROLL CALL

Vice Mayor:	Bonnie Gore	Present
Councilmember:	Scott Alvord	Present
Councilmember:	Tim Herman	Present
Councilmember:	John Allard	Present
Mayor:	Susan Rohan	Present

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by City Manager Rob Jensen.

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

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

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PRESENTATIONS

5.1. Roseville Chamber of Commerce - SPLASH Proceeds

Presentation to the City of Roseville Parks, Recreation and Libraries Department of the proceeds from the 2016 SPLASH event to benefit youth programs within the City.

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

Wendy Gerig, Roseville Area Chamber of Commerce CEO, made the presentation to Parks, Recreation and Libraries Director Dion Louthan, who responded.

6. PUBLIC COMMENTS**NOTICE TO THE PUBLIC**

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

No public comment received.

7. CONSENT CALENDAR**NOTICE TO THE PUBLIC**

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

BEGINNING OF CONSENT CALENDAR**Approval of the Consent Calendar**

The Consent Calendar was approved as recommended.

Bids / Purchases / Services**7.1. Oak Street Parking Garage Project - Approval of Plans and Specifications**

Memo from Associate Engineer Luz "Nina" Buelna and Public Works Director Rhon Herndon recommending Council approve the plans and specifications for the Oak Street Parking Garage Project which will construct a seven story parking garage along Oak Street behind the Roseville Theater. The total project cost is estimated at approximately \$14.1 million. Funding has already been approved by Council from the following budgets: FY2014-15 Capital Improvement Project, 2006 Redevelopment Agency Bond Fund transfer, Vehicle Replacement Fund Loan, Public Facilities funds, and Strategic Improvement Funds loan.

CC #: 8145

File #: 0900-04

CONTACT: Luz "Nina" Buelna 916-746-1300 nbuelna@roseville.ca.us

7.2. Laurel T. Stizzo (F-50) Park Project - Approval of Plans and Specifications and Authorize Staff to Call for Bids

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending Council approve the plans and specifications for the Laurel T. Stizzo (F-50) Park Project and authorize staff to call for bids. The project will include installation of multi-use turf, children's play area, swings, adult fitness equipment, parking lot, picnic area, landscaping and irrigation. The estimate for construction is \$1,793,636.00. Funding for the project was included in the West Roseville Specific Park Plan Development Fund and approved as part of FY2014-15 budget. Funding for maintenance will be through the Westpark Community Facilities District for Services. There will be no impact to the General Fund.

CC #: 8132

File #: 0704-01

CONTACT: Rjahja Canlas 916-772-7529 rcanlas@roseville.ca.us

7.3. Central Park Phase 3 Project - Approval of Plans and Specifications and Authorize Staff to Call for Bids

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation and Library Director Dion Louthan recommending Council approve the plans and specifications for the Central Park Phase 3 Project and authorize staff to call for bids. The project includes installation of two ball fields, gravel parking lot, concrete pathways, underground electrical conduits for future sports lights, landscaping and irrigation. The estimate for construction is \$1,462,268.00. Funding for the project was approved in the FY2014-15 and FY2015-16 Citywide Park Fund budgets. Maintenance of the park is funded from the General Fund and will be allocated to the operating budget for FY2017-18.

CC #: 8131

File #: 0704-01

CONTACT: Rjahja Canlas 916-772-7529 rcanlas@roseville.ca.us

7.4. Decorative Street Lights (RFQ 01-3110) Purchase Order

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-496 APPROVING A PURCHASE ORDER BETWEEN THE CITY OF ROSEVILLE AND JAM SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENTERPRISE AGREEMENT ON BEHALF OF THE CITY OF ROSEVILLE. JAM Services Inc. was the lowest responsive bidder for RFQ 01-3110 for LED acorn decorative street lights. The total estimated cost of the street lights from date of contract award through December 30, 2017 is \$335,431.14 or not to exceed department budgeted amounts. Funding is included in the Electric Department's FY2016-17 budget and in their proposed FY2017-18 budget pending Council approval of budgets. Staff is also requesting authorization to renew without further Council approval.

CC #: 8134

File #: 0203-07

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

7.5. Security Guard Services (RFQ 2051) - Service Agreement Renewal

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-489 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND GREEN VALLEY SECURITY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703065). Staff recommends Council authorize a service agreement renewal with Green Valley Security, Inc. for security guard services utilizing RFQ 2051. The Pleasant Grove Wastewater Treatment Plant, the Electric Department Yard, 316 Vernon Street, and Downtown Library have an ongoing requirement for security guard staffing in order to protect and safeguard assets and property, as well as report potential safety hazards and suspicious activities of unknown individuals when City staff is not on duty. The estimated annual cost of the security guard services is \$174,000.00. Funding is included in the Pleasant Grove Wastewater Treatment Plant, Electric Department, Building Maintenance, and Parks, Recreation and Library Department's FY2016-17 budgets and proposed FY2017-18 budgets.

CC #: 8147

File #: 0203-14

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

7.6. Online Legal Research Databases - Sole Source Purchase Order Renewal

Memo from Paralegal Gretchen Hakala and City Attorney Robert Schmidt recommending Council approve the renewal of a sole source purchase order to Thomson Reuters for online legal research databases. The total three year purchase price will not exceed 94,795.20 and is budgeted for annually in the City Attorney's budget.

CC #: 8155

File #: 0500

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

7.7. Structural Fire Helmet Purchase

Memo from Assistant Fire Chief Brian Diemer and Fire Chief Rick Bartee recommending Council authorize the purchase of structural firefighting helmets in the amount of \$80,000.00 from All Star Fire Equipment. The helmets will be utilized by the Fire Department for structure fires, vehicle accidents, gas leaks, and other emergency incidents. These helmets are direct replacements of helmets currently being utilized that are at their end of life. Funding is included in the Fire Department's annual fiscal budget. The dollars will be encumbered one year at a time pending Council approval of budgets for each year.

CC #: 8140

File #: 0324

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

7.8. Power Plant Maintenance Support – Service Agreement

Memo from Senior Power Plant Engineer Jason Miller and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 16-482 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND PERFORMANCE MECHANICAL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1705266). This item requests approval of a service agreement with Performance Mechanical, Inc. to provide maintenance support services for Roseville power plants. Total cost of the service is not to exceed \$2,500,000.00 based on an average annual cost of \$500,000.00 over five years. Funding is included in the Electric Operations Fund budget for FY2016-17 and funding for future years is subject to City Council approval.

CC #: 8133

File #: 0800-03

CONTACT: Jason Miller 916-746-1665 jmillier@roseville.ca.us

7.9. Residential LED Light Bulb Rebate Program - Service Agreement Amendment

Memo from Interim Electric Retail Services Supervisor David Bradford and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 16-493 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND GREENLITE LIGHTING CORPORATION USA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1604331). This is an amendment to the service agreement with Greenlite Lighting Corporation USA to extend the date of the service agreement by one year, December 31, 2016 to December 31, 2017 for the residential LED light bulb rebate program. There is no cost associated with this amendment.

CC #: 8154

File #: 0800-03

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

7.10. Substation Auto Transformers – Service Agreement

Memo from Electric Operations Manager Jason Grace and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 16-484 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND SPX TRANSFORMER SOLUTIONS INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1708203). This item requests approval of a service agreement with SPX Transformer Solutions, Inc. to provide servicing support for critical testing, maintenance, and repairs to substation transformers. Cost of the services are not to exceed \$225,000.00 over five years. Funding is included in the Electric Operations Fund budget for FY2016-17 and is subject to City Council approval in future year budgets for the term of the agreement.

CC #: 8135

File #: 0800-03

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

Resolutions

7.11. Routine Maintenance of Stream Channels and Drainage Facilities Project – Adopt Mitigated Negative Declaration, Approve Project, and Professional Services Agreement Amendment

Memo from Environmental Coordinator Mark Morse and Assistant City Manager Dominick Casey recommending Council adopt RESOLUTION NO. 16-494 ADOPTING AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION, APPROVING THE MITIGATION MONITORING AND REPORTING PLAN, AND APPROVING THE ROUTINE MAINTENANCE OF STREAM CHANNELS AND DRAINAGE FACILITIES PROJECT; and adopt RESOLUTION NO. 16-495 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND DOKKEN ENGINEERING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a request for adoption of the City of Roseville Routine Maintenance of Stream Channels and Drainage Facilities Project Initial Study/Mitigated Negative Declaration, approval of the project, and approval of a professional services agreement amendment with Dokken Engineering for preparation of a Habitat Mitigation Monitoring Plan and permit assistance in the amount of \$19,585.00. Funding is provided by the Environmental Utilities Department Stormwater Management and Solid Waste Disposal.

CC #: 8152

File #: 0309-03

CONTACT: Mark Morse 916-774-5499 mmorse@roseville.ca.us

7.12. Geographic Information System Custom Coding - Professional Services Agreement

Memo from GIS Analyst Jon Heisler and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-485 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SSP INNOVATIONS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting approval of a professional services agreement for custom coding developed by SSP Innovations to create custom codes for existing ArcFM Geographic Information

Systems software. The total contract amount is \$24,896.00 with funding provided by the Water, Wastewater, and Public Works (Streets Drainage) Departments divisional operation budgets.

CC #: 8137

File #: 0800-02

CONTACT: Jon Heisler 916-746-1741 jheisler@roseville.ca.us

7.13. Proposition 1B Grant Authorizations for Transit Purposes

Memo from Financial Analyst Elizabeth Haydu and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-481 AUTHORIZING CITY MANAGER OR HIS DESIGNEE TO SUBMIT PROPOSITION 1B GRANT FUND APPLICATIONS FOR TRANSIT PURPOSES AND TO EXECUTE ALL RELATED GRANT APPLICATIONS, FORMS AND AGREEMENTS. Staff requests City Council authorization to apply for, and execute, all related forms and agreements for Proposition 1B Transit System Safety, Security, and Disaster Response Account and Public Transportation Modernization, Improvement, and Service Enhancement Account Program grant funds totaling \$343,689.00. The grant funds will be used for the Downtown Class I Trail Project and the 800 MHZ Radio Replacement Project.

CC #: 8130

File #: 0214

CONTACT: Elizabeth Haydu 916-746-1302 ehaydu@roseville.ca.us

7.14. Street Closure Request - Commitment Day Fun Run - January 1, 2017

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-490 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND LIFETIME FITNESS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve street and lane closures on Stone Canyon Drive between the residential gate of the Stone Ridge subdivision and East Roseville Parkway; and westbound lanes two and three from Alexandra Drive to the Lifetime Fitness business entrance on East Roseville Parkway on Sunday January 1, 2017 from 8:30 a.m. - 11:30 a.m. for the Commitment Day 5K Run organized by Lifetime Fitness. All costs associated with this event for City services will be reimbursed by Lifetime Fitness.

CC #: 8148

File #: 0109-02

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

7.15. Residential New Construction Program - Professional Services Agreement

Memo from Senior Energy Services Account Representative Mark Riffey and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 16-491 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND TRC SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve a professional services agreement with TRC Solutions, Inc. for \$200,000.00 to implement and administer Roseville Electric Utility's residential new construction energy efficiency program. The term of the agreement begins in FY2017 and extends through FY2018. Funds are available in the FY2017 Electric Budget for public benefit programs. Future funding is pending City Council approval of the FY2018 budget.

CC #: 8149

File #: 0800-03

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

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

7.16. Court Settlement - Budget Adjustment

Memo from Fire Division Chief Jason Rizzi and Fire Chief Rick Bartee recommending Council adopt ORDINANCE NO. 5760 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends that Council approve a budget adjustment to recognize \$20,000.00 in funds to be received from a court settlement related to the Certified Unified Program Agency, which regulates hazardous materials within the City of Roseville and allocate those funds for professional services. The funds will be utilized to digitize all regulatory files and historical documents consistent with other City Departments.

CC #: 8136

File #: 0324

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

7.17. W-50B (Astill) Neighborhood Park - Approval of Master Plan, Park Development Agreement and Budget Adjustment

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council approve the master plan W-50B (Astill) Neighborhood Park in West Roseville, adopt RESOLUTION NO. 16-488 APPROVING A PARK DEVELOPMENT AGREEMENT FOR W-50B PARK SITE IMPROVEMENTS, BY AND BETWEEN THE CITY OF ROSEVILLE AND PULTE HOME CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5763 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Fee credits for West Roseville neighborhood park fund will be applied to this project. Maintenance costs will be approximately \$15,000.00/year. The funding source for maintenance is the West Roseville Community Facilities District for Services.

CC #: 8142

File #: 0704-01

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

7.198 Parks, Recreation & Libraries Capital Project Restructure - Budget Adjustment

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt ORDINANCE NO. 5761 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a budget adjustment reclassifying specific projects as capital improvement projects rather than annual rehabilitation projects. These projects were already fully funded in the FY2016-17 budget with available fund balance from the General CIP Rehabilitation Fund. Approval of this request will simply reclassify the project types from annual projects to capital

improvement projects. No additional funding is being requested, so there is no net impact to the General CIP Rehabilitation Fund or the General Fund.

CC #: 8138

File #: 0201-01 & 0704

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

7.19. Staffing Changes

Memo from Human Resources Manager Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5762 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5756, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "E" TO BE EFFECTIVE JANUARY 7, 2017, AS AN URGENCY MEASURE. Staff is recommending the City Council approve adding 1.00 Arborist Technician, 1.00 Aquatics Maintenance Technician and 1.00 Recreation Leader allocations and deleting 1.00 vacant Senior Tree Trimmer allocation on the Parks, Recreation and Libraries department allocation schedule. In addition, as part of reorganization efforts, staff is recommending deleting a .5 Public Safety Outreach and Community Relations Analyst allocation in the Fire Department and in the Police Department adding a 1.00 Police Lieutenant allocation and deleting a 1.00 Police Records Clerk allocation. The fiscal impact of \$12,559.00 is already included in the FY2016-17 budget.

CC #: 8139

File #: 0600-01

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

7.20. Wage Adjustment for Temporary Employees

Memo from Human Resources Manager Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5765 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5603, THE SALARY ORDINANCE FOR SEASONAL/TEMPORARY EMPLOYEES, AS AMENDED BY APPENDIX "E" TO BE EFFECTIVE DECEMBER 24, 2016, AS AN URGENCY MEASURE. California Senate Bill 3 increases the minimum wage from \$10.00 per hour to \$10.50 per hour on January 1, 2017. Staff recommends City Council approve the Temporary salary schedule to reflect these changes. The fiscal impact of \$90,000.00 was accounted for in the FY2017 budget.

CC #: 8151

File #: 0600-01

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

Ordinances (for second reading and adoption)

7.21. Development Impact fee Deferrals of Certain Fees for Residential and Nonresidential Projects

ORDINANCE NO. 5764 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 4.04.020 OF CHAPTER 4.04 OF TITLE 4 AND ADDING SECTIONS 4.04.030 AND 4.04.040 OF CHAPTER 4.04 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING DEFERRAL OF RESIDENTIAL AND NONRESIDENTIAL FEES, for second reading and adoption.

CC #: 8144

File #: 0215-07

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

Reports / Requests

7.22. Appointment of Youth Board Member and Youth Commissioner

Memo from Deputy Clerk Mary Esquivel and City Clerk Sonia Orozco recommending Council appoint Samarth Kamle as the Library Board Youth Member, Courtney Carpenter as the Parks and Recreation Commission Youth Commissioner, Cayley Chan as the Roseville Grants Advisory Commission Youth Commissioner, and Thomas Hipkins as the Transportation Commission Youth Commissioner.

CC #: 8156

File #: 0103-04-02 & 0103-05-02 & 0103-13-02 & 0103-34-02

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

7.23. Out of State Travel Request - Police Department

Memo from Department Public Information Officer Dee Dee Gunther and Police Chief Daniel Hahn recommending Council approve out of state travel for Police Sergeant Jason Bosworth of the Police Department's Social Services Unit, who has been awarded a partial scholarship by CADCA (Community Anti-Drug Coalitions of America) to attend their National Leadership Forum in National Harbor, Maryland from February 6-10, 2017. The last day of the conference consists of a workshop for attendees interested in applying for a Drug-Free Coalition grant for their communities. The total cost of traveling to the conference is estimated at \$3,100.00. CADCA has awarded Sergeant Bosworth a \$1,700.00 scholarship toward conference registration and lodging; the remaining cost to the City will be about \$1,400.00. There are sufficient funds for the travel in the Police Department's Asset Forfeiture account.

CC #: 8146

File #: 0600-02

CONTACT: Stefan Moore 916-774-5144 smoore@roseville.ca.us

7.24. Housing Authority - Housing Choice Voucher Program Activity Status Report

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Chris Robles recommending Council, acting as the Roseville Housing Authority Governing Board, accept the quarterly informational report on the Roseville Housing Authority Housing Choice Voucher Program. This report is for informational purposes only and has no impact on the City's General Fund.

CC #: 8153

File #: 0709-02-01

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

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

Roll Call Vote:

Ayes: Gore, Alvord, Herman, Allard, Rohan

Noes: None

Absent: None

END OF CONSENT CALENDAR

8. SPECIAL REQUESTS/REPORTS/PRESENTATION**8.1. Council Discretionary Fund Request- The Salvation Army**

Memo from Management Assistant Amy Ruiz and City Clerk Sonia Orozco recommending Council consider the request for discretionary funding in the amount of \$450.00 from the Salvation Army, a private non-profit charitable organization, to cover the costs of a refuse dumpster as they prepare gifts and food baskets for holiday distribution .

CC #: 8157

File #: 0102

CONTACT: Amy Ruiz (916) 746-1362 aruiz@roseville.ca.us

City Clerk Sonia Orozco made the presentation to Council.

No public comment received.

Motion by Herman, seconded by Allard, to approve award of \$450.00 of discretionary funding to the Salvation Army to cover the costs of a refuse dumpster for their holiday gift and food basket distribution.

Roll Call Vote:

Ayes: Gore, Rohan, Herman, Roccucci, Garcia

Noes: None

Absent: None

9. PUBLIC HEARING**NOTICE TO THE PUBLIC**

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

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

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

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

9.1. Municipal Code Amendment - Urban Stormwater Quality Management and Discharge Control

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 14.20.020 THROUGH 14.20.060, SECTIONS 14.20.080 THROUGH 14.20.260, SECTIONS 14.20.290 THROUGH 430 AND SECTIONS 14.20.450 THROUGH 14.20.540 OF CHAPTER 14.20 OF TITLE 14 AND ADDING SECTION 14.20.560 OF CHAPTER 14.20 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING URBAN STORMWATER QUALITY MANAGEMENT AND DISCHARGE CONTROL.

CONTACT: Delyn Ellison-Lloyd 916-746-1748 DEllison-Lloyd@roseville.ca.us

Mayor Rohan announced the Public Hearing has been rescheduled to the meeting of December 14, 2016.

10. COUNCIL / STAFF / REPORTS/ COMMENTS

Efficient Meetings – Councilmember Herman requested continuance.

Happy Birthday – Members wished Tim Herman a happy birthday.

11. ADJOURNMENT

Motion by Herman, seconded by Allard, to adjourn the meeting at 7:10 p.m.

Vote: All Ayes

SUSAN ROHAN, MAYOR

SONIA OROZCO, CMC
CITY CLERK



MINUTES

December 8, 2016

CITY COUNCIL CLOSED SESSION

4:30 p.m.

Hutchison Conference Room

311 Vernon Street

Roseville, California

A. CLOSED SESSION CALL TO ORDER

Mayor Susan Rohan called the City Council Closed Session to order at 4:30 p.m. in the Hutchison Conference Room.

B. CLOSED SESSION SILENT ROLL CALL

Vice Mayor:	Bonnie Gore	Present
Councilmember:	Scott Alvord	Present
Councilmember:	Tim Herman	Present
Councilmember:	John Allard	Present
Mayor:	Susan Rohan	Present

C. CLOSED SESSION PUBLIC COMMENTS

No public comment received.

D. CLOSED SESSION

D.1. Conference with Labor Negotiator

Pursuant to California Government Code Section 54957.6

Employee Organization: Roseville Firefighters, Local 1592

Agency designated representatives: Gayle Satchwell and Tim Davis

CONTACT: Gayle Satchwell 916-774-5475 gsatchwell@roseville.ca.us

Closed Session Disclosure: No reportable action taken.

E. CLOSED SESSION ADJOURNMENT

The meeting was adjourned.

SUSAN ROHAN, MAYOR

SONIA OROZCO, CMC
CITY CLERK



MINUTES

December 14, 2016

CITY COUNCIL LEGISLATIVE PLATFORM WORKSHOP

5:30 p.m.

City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

Mayor Susan Rohan called the City Council Legislative Platform Workshop to order at 5:30 p.m.

2. ROLL CALL

Vice Mayor:	Bonnie Gore	Present
Councilmember:	Scott Alvord	Present
Councilmember:	Tim Herman	Absent
Councilmember:	John Allard	Present
Mayor:	Susan Rohan	Present

3. PLEDGE OF ALLEGIANCE

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

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

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

City Clerk Technician Helen Dreyer announced the procedures for addressing Council.

5. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

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

No public comment received.

6. SPECIAL REQUESTS/REPORTS/PRESENTATION

6.1. Workshop

CC #: 8180

File #: 0103-32-02

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

A. Legislative Advocacy Overview

Public Affairs and Communications Director Megan MacPherson provided an overview of topics to be covered and introduced members of the City team. MacPherson also spoke on partnerships, as well as outside agencies, cities, and political members of the state assembly and senate the City meets with in efforts to track legislation and weigh in on impacts of proposed legislation.

B. Law & Regulation Committee Overview

Public Affairs and Communications Director Megan MacPherson made the presentation to Council.

Government Relations Administrator Mark Wolinski continued the presentation to Council.

No public comment received.

C. State and Federal Overview - The Ferguson Group & Gonsalves and Son

Government Relations Administrator Mark Wolinski introduced Mike Miller of the Ferguson Group (City's Federal Lobbyist) and Jason Gonsalves of Gonsalves and Sons (City's State Lobbyist), as well as Anthony Gonsalves and Paul Gonsalves, who were seated in the audience.

Mike Miller of the Ferguson Group provided a Federal overview which covered the following:

- Review of current congressional session
- Key City issues in 2017: Tax exempt municipal bonds, drought, homelessness, housing and cybersecurity
- Policy – direct impact on municipal governments

Jason Gonsalves of Gonsalves and Sons provided a State overview which covered the following:

- Review of 2016 legislative session
- Key issues in 2017: By-rights housing, state budget, transportation funding, cybersecurity, homelessness, lawsuit on Cap-and Trade

No public comment received.

Federal Funding:

Public Affairs and Communication Director Megan MacPherson covered requests for Federal Funding as follows:

- Washington/Andora Roadway Improvement Project Transportation project (Public Works)
- Advances Metering Infrastructure (AMI) (Electric)
- Emerging Technologies (Electric)
- Water supply reliability improvements such as increased interconnections, expanded conjunctive use capacity, better access to water supplies (Environmental Utilities)
- Further development of the City's recycled water system (Environmental Utilities)
- Expansion of wastewater digestion capacity to handle organics recycling and generates energy (Environmental Utilities)

No public comment received.

D. Legislative Platform - Review Changes

Government Relations Administrator Mark Wolinski provided the presentation to Council. The new items and proposed modification are as follows:

Modifications:

- City's State and Federal platform
- Administrative Services
- Information Technology
- Public Safety
- Electric
- Environmental Utilities

Critical Concerns – District-Based Municipal Elections

E. Council Input

Members thanked staff and lobbyists for thorough presentation.

F. Conclusion

Item(s) for information only. No official action taken

7. **COUNCIL / STAFF / REPORTS/ COMMENTS**

No staff/council reports/comments made.

8. **ADJOURNMENT**

The meeting adjourned

Vote: All Ayes

SUSAN ROHAN, MAYOR

HELEN DREYER

CITY CLERK TECHNICIAN



MINUTES

December 14, 2016

CITY COUNCIL MEETING

7:00 p.m.

City Council Chambers

311 Vernon Street

Roseville, California

1. CALL TO ORDER

Mayor Susan Rohan called the December 14, 2016 City Council meeting to order at 7:00 p.m.

2. ROLL CALL

Vice Mayor:	Bonnie Gore	Present
Councilmember:	Scott Alvord	Present
Councilmember:	Tim Herman	Present
Councilmember:	John Allard	Present
Mayor:	Susan Rohan	Present

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember John Allard.

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

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

City Clerk Technician Helen Dreyer announced the procedures for addressing Council.

5. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

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

Richard Teapolt, Roseville, spoke in opposition to City's expense priorities.

6. CONSENT CALENDAR**NOTICE TO THE PUBLIC**

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

BEGINNING OF CONSENT CALENDAR**Approval of the Consent Calendar**

Removed item 6.12 for presentation and separate action and approved the remaining items of the Consent Calendar as recommended.

Bids / Purchases / Services**6.1. Uninterruptible Power Supply Maintenance (RFQ 2063) - Service Agreement Renewal**

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-501 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND M.C. DEAN, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703246). The City's Information Technology Department uses uninterruptible power supply units to supply power, via batteries, to technology infrastructure in the case of a power failure. The annual cost of the agreement is \$23,350.00. Funding is included in the Information Technology Department's FY2016-17 and proposed FY2017-18 budgets. Staff is requesting authorization to renew without further Council approval.

CC #: 8167

File #: 0203-07

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

6.2. Storage of Douglas Substation Control Building - Service Agreement Amendment

Memo from Power Engineer Vincent Bottoni and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 16-503 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND SCHWEITZER ENGINEERING LABORATORIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703501). This service agreement is for storage of the Douglas Substation control building. This service will not exceed \$6,000.00 and funding is available in the Douglas Substation Rehabilitation Capital Improvement Project Fund FY2016-17 budget.

CC #: 8170

File #: 0800-03

CONTACT: Vince Bottoni 916-774-5641 vbottoni@roseville.ca.us

6.3. Virtualization Software Renewal

Memo from Network Infrastructure Program Manager Matt Donaldson and Chief Information Officer Hong Sae recommending Council authorize the renewal of an annual maintenance subscription for VMWare server virtualization software with vCloud. The total cost for this purchase order will not exceed \$48,026.18, utilizing National IPA Contract# TCPN-R150402. Funds for this purchase are included in Information Technology Department's FY2016-17 budget.

CC #: 8177

File #: 0203-06

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

6.4. Liquid Cationic Polymer - RFQ 01-3095 - Reject all Bids

Memo from Senior Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-507 REJECTING ALL BIDS FOR RFQ 01-3095 LIQUID CATIONIC POLYMER. Staff requests approval to reject all bids received for RFQ 01-3095 due to a calculation error used to determine trial results for liquid cationic polymer. There is no fiscal impact for this item.

CC #: 8176

File #: 0203-21

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

6.5. Ford F-150 and F-250 Trucks (RFQ 01-3106) - Purchase Order

Memo from Buyer Brandon Mendonca and Central Services Director Paul Diefenbach recommending Council authorize a purchase order to Future Ford of Roseville as the only responsive bidder for RFQ 01-3106 for nine Ford F-150 trucks and five Ford F-250 trucks to replace vehicle numbers 06-288, 04-235, 02-231, 08-198, 99-232, 05-253, 08-277, 06-224 and provide six new fleet additions. The vehicles will be used for daily operations to perform work duties, travel to job sites, and attend offsite meetings. The total cost of the vehicles including tax and options is \$394,104.27. Funding is included in the FY2016-17 Auto Replacement budget.

CC #: 8166

File #: 0203-01

CONTACT: Brandon Mendonca 916-774-5724 bmendonca@roseville.ca.us

6.6. Vehicle Purchase Orders

Memo from Fleet Manager Brian Craighead and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-487 APPROVING A PURCHASE ORDER AND CHANGE ORDER AUTHORITY; and authorize a purchase order to Pierce Manufacturing, Inc. for one Velocity 100' Tractor Drawn Aerial Apparatus utilizing National Purchasing Partners Government; and authorize a purchase order to Pape Machinery for one John Deere 210L Tractor Loader utilizing California Multiple Award Schedule. The total cost of one John Deere 210L tractor loader is \$121,193.74. The total cost of one Velocity 100' Tractor Drawn Aerial Apparatus vehicle is \$1,202,958.48. Funding for both vehicles is included in the FY2016-17 Auto Replacement budget.

CC #: 8141

File #: 0203-01

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

Resolutions

6.7. City of Roseville Title VI Program, Public Participation Plan and Language Assistance Plan Update for Public Transit

Memo from Alternative Transportation Analyst Eileen Bruggeman and Public Works director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-504 APPROVING THE CITY OF ROSEVILLE TITLE VI PROGRAM, PUBLIC PARTICIPATION PLAN AND THE LIMITED ENGLISH PROFICIENCY LANGUAGE PLAN. This item is requesting Council to approve the updated Title VI Program, Public Participation Plan and Language Assistance Plan for Public Transit. No additional costs are associated with approval or implementation of the Title VI Program and the

associated plans. Staff is already implementing the measures discussed in the Title VI Program, the Public Participation Plan and the Language Assistance Plan in compliance with federal requirements.

CC #: 8173

File #: 0800-04

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

6.8. Custodial Services - Professional Services Agreement Amendment

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-500 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ABM ONSITE SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a request to extend the end date of the agreement for custodial services by approximately two months and increase the value of the contract from \$339,353.80 to \$408,676.41. The additional time and money is needed to avoid a lapse in service while staff works on implementing a new custodial contract with added services for the new 316 Vernon Street building. Funding is included in the Central Services, Custodial Division FY2016-17 budget.

CC #: 8164

File #: 0203-04

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

6.9. International Swaps and Derivatives Association Master Agreement

Memo from Electric Resource Analyst Petra Wallace and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 16-497 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SHELL TRADING RISK MANAGEMENT, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is an International Swaps and Derivatives Association, Inc. (ISDA) Master Agreement with Shell Trading Risk Management, LLC that will allow the City to manage its energy risk by purchasing and selling natural gas and electricity. There is no fiscal impact associated with the execution of the ISDA agreement as it is only an enabling agreement.

CC #: 8162

File #: 0800-03

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

6.10. Fire Department Training Center Use Agreement

Memo from Fire Battalion Chief Matt Lauchner and Fire Chief Rick Barteo recommending Council adopt RESOLUTION NO. 16-502 APPROVING AN AGREEMENT FOR USE OF ROSEVILLE FIRE TRAINING CENTER, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA JOINT COMMUNITY COLLEGE DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Roseville Fire Department and Sierra College update annually an agreement for the use of the Roseville Fire Department Fire Training Facility. The agreement is due for renewal, and changes have been made to account for additional use by Sierra College.

CC #: 8169

File #: 0324

CONTACT: Matt Lauchner 916-774-5570 mlauchner@roseville.ca.us

Ordinances (for introduction and adoption - appropriation/urgency measures)**6.11. Engines Purchase - Budget Adjustment**

Memo from Accountant Estela Roig and Finance Director Monty Hanks recommending Council adopt ORDINANCE NO. 5770 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Three fire engines totaling \$1,800,000.00 were budgeted in FY2016 and prepaid in advance in order to take advantage of an early payment discount. The transaction was reclassified for accounting purposes as a prepaid expense and budget was not carried forward. The prepaid expense will be reversed and charged to an expense account once the fire engines are placed in service. There is no impact to the General Fund.

CC #: 8168

File #: 0203-01 & 0201-01

CONTACT: Estela Roig 916-774-5380 eroig@roseville.ca.us

6.12. Employee Retirement Contract Amendment

Memo from Assistant Human Resources Director Lisa Achen and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5771 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF ROSEVILLE AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND DECLARING THIS ORDINANCE TO BE EFFECTIVE DECEMBER 16, 2016 AS AN URGENCY ORDINANCE. Staff requests Council approve an urgency ordinance authorizing the City Manager to amend the City's retirement contract with California Public Employees' Retirement System to add a level of benefits for new qualifying Roseville Firefighter (RFF) members hired on or after December 16, 2016 and discontinue offering the benefits authorized under Resolution 06-118 to those qualifying new hires. No immediate fiscal impact; however, the City will recognize cost savings of 1% COLA annually to all future qualifying retirees covered by RFF Memorandum of Understanding.

CC #: 8172

File #: 0600-04

CONTACT: Lisa Achen 916-774-5205 lachen@roseville.ca.us – **Removed from the Consent Calendar**

6.13. Salary Labor Market Adjustments

Memo from Human Resources Manager Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5766 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5756, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "F" TO BE EFFECTIVE JANUARY 7, 2017, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5767 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5628, THE SALARY ORDINANCE FOR NON-SWORN EMPLOYEES REPRESENTED BY THE ROSEVILLE POLICE ASSOCIATION, AS AMENDED BY APPENDIX "B" TO BE EFFECTIVE JANUARY 7, 2017 AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5768 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5620, THE SALARY ORDINANCE FOR SWORN EMPLOYEES REPRESENTED BY THE

ROSEVILLE POLICE OFFICERS ASSOCIATION, AS AMENDED BY APPENDIX "B" TO BE EFFECTIVE JANUARY 7, 2017, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5769 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5744, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "F" TO BE EFFECTIVE JANUARY 7, 2017, AS AN URGENCY MEASURE. As part of the labor agreements with Roseville Police Association (RPA), Roseville Police Officers Association (RPOA), Local 39 and the current Management Terms, Conditions & Understandings, Council approved labor market adjustments for those positions below market effective the first full pay period of January 2017. Staff is recommending that Council approve new RPA, RPOA, Local 39 and Management A and B salary schedules. There is a fiscal impact of \$305,782.00 which is included in the 2016-2017 budget.

CC #: 8160

File #: 0600-01

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

6.14. International Brotherhood Association of Electrical Workers Personal Leave & Salary Adjustment

Memo from Human Resources Manager Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5774 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5617, THE SALARY ORDINANCE FOR ELECTRIC PERSONNEL REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, LOCAL NO. 1245 (IBEW-A), AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE JANUARY 7, 2017, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5775 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5617, THE SALARY ORDINANCE FOR ELECTRIC PERSONNEL REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, LOCAL NO. 1245 (IBEW-A2), AS AMENDED BY APPENDIX "B" TO BE EFFECTIVE JANUARY 7, 2017, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5776 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5617, THE SALARY ORDINANCE FOR ELECTRIC PERSONNEL REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, LOCAL NO. 1245 (IBEW-B), AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE JANUARY 7, 2017, AS AN URGENCY MEASURE. As part of the labor agreement with the International Brotherhood of Electrical Workers (IBEW), Council approved a reduction of Personal Leave time banks from 80 hours annually to 45 hours annually effective January 1, 2017 and 2.6% increase in salary adjustment the first full pay period of January 2017. Staff is recommending that Council approve new IBEW-A, A-2 and B salary schedules. The proposed salary schedules include the negotiated 2.6% adjustment. The fiscal impact is \$291,748.00 and is included in the FY17 budget.

CC #: 8171

File #: 0600-01

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

6.15. Regional Public Affairs Program on Water Policy Issues - Cost Share Agreement and Budget Adjustment

Memo from Public Affairs Administrator Sean Bigley and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-506 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE, CITY OF SACRAMENTO, PLACER COUNTY WATER AGENCY AND SAN JUAN WATER DISTRICT AND

AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5773 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This proposed Cost Share Agreement between the City of Roseville, City of Sacramento, Placer County Water Agency (PCWA) and the San Juan Water District will allow PCWA to be reimbursed by these partnering agencies participation in a regional strategic public affairs effort ahead of significant water legislative and regulatory challenges in 2017 and beyond. Roseville's FY17 cost share, funded by the attached proposed Budget Adjustment, is \$50,000.00, with subsequent fiscal years cost share for Roseville not to exceed \$80,000.00 and to be paid through the Water Operations Fund, subject to appropriation by the City Council in future budgets.

CC #: 8175

File #: 0800-02

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

Reports / Requests

6.16. Out of State Travel Request - Environmental Utilities Department

Memo from Senior Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending Council approve out-of-state travel for Senior Engineer Todd Jordan and Preventative Maintenance Supervisor Trent Johnson to attend the American Water Works Association/Water Environment Federation Utility Management Conference February 7-10, 2016 in Tampa Bay, Florida. Total cost for travel is \$5,100.00. Funding is included in the Wastewater Fund through the approved annual Wastewater Operations budget.

CC #: 8165

File #: 0600-02

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

Motion by Herman, seconded by Gore, to remove item 6.12 from the Consent Calendar to be discussed separately and that the remaining items be approved as recommended.

Roll Call Vote:

Ayes: Gore, Alvord, Herman, Allard, Rohan

Noes: None

Absent: None

REMOVED FROM CONSENT CALENDAR

6.12. Employee Retirement Contract Amendment

Memo from Assistant Human Resources Director Lisa Achen and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5771 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF ROSEVILLE AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND DECLARING THIS ORDINANCE TO BE EFFECTIVE DECEMBER 16, 2016 AS AN URGENCY ORDINANCE. Staff requests Council approve an urgency ordinance authorizing the City Manager to amend the City's retirement contract with California Public Employees' Retirement System to add a level of benefits for new qualifying Roseville Firefighter (RFF) members hired on or after December 16, 2016 and discontinue offering the benefits authorized under Resolution 06-118 to those qualifying new hires. No immediate fiscal impact; however, the City will recognize cost savings of

1% COLA annually to all future qualifying retirees covered by RFF Memorandum of Understanding.

CC #: 8172

File #: 0600-04

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

Removed by Human Resources Director Gayle Satchwell for presentation.

Human Resources Director Gayle Satchwell made presentation to Council explaining requested action.

No public comment received.

Motion by Herman, seconded by Allard, to adopt ORDINANCE NO. 5771 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF ROSEVILLE AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND DECLARING THIS ORDINANCE TO BE EFFECTIVE DECEMBER 16, 2016 AS AN URGENCY ORDINANCE.

Roll Call Vote:

Ayes: Gore, Alvord, Herman, Allard, Rohan

Noes: None

Absent: None

END OF CONSENT CALENDAR

7. ORDINANCES

7.1. Sutter Health Getting to Zero Grant - Memorandum of Understanding and Budget Adjustment

Memo from Housing Manager Danielle Foster and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 16-505 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE AND SUTTER HEALTH VALLEY AREA, DBA SUTTER MEDICAL CENTER, SACRAMENTO, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5772 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Approval of this item authorizes staff to obtain \$250,000.00 in grant funds from the Sutter Health Foundation Getting to Zero matching grant program to be used in tandem with Housing Successor Low and Moderate Income Housing Funds to provide services locally to address issues of homelessness.

CC #: 8174

File #: 0214 & 0201-01

CONTACT: Danielle Foster 916-774-5446 dfoster@roseville.ca.us

Mayor Rohan left the dais due to a potential conflict.

Economic Development Director Chris Robles introduced Housing Manager Danielle Foster.

Housing Manager Danielle Foster made the presentation to Council.

No public comment received.

Motion by Herman, seconded by, Allard, to adopt RESOLUTION NO. 16-505 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE AND SUTTER HEALTH VALLEY AREA, DBA SUTTER MEDICAL CENTER, SACRAMENTO, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and, adopt ORDINANCE NO. 5772 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFECIVE AS AN APPROPRIATION MEASURE.

Roll Call Vote:

Ayes: Gore, Alvord, Herman, Allard
 Noes: None
 Absent: Rohan

Mayor Rohan returned to the dais.

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Year End Performance Report - Fiscal Year 2015-16

Memo from Budget Manager Kathy Cullen and Finance Director Monty Hanks recommending Council accept the Year End Performance Report includes a series of graphs illustrating significant trends in major operational areas, unaudited financial analysis by fund, and performance reporting on specific organizational objectives for FY2015-16. This item is a performance report only and has no fiscal impact.

CC#: 8178

File#: 0202-02

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

Chief Financial Officer Jay Panzica and Budget Manager Kathy Cullen made the presentation to Council.

For information only; no action required.

9. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

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

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

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

9.1. Municipal Code Amendment - Urban Stormwater Quality Management and Discharge Control

Memo from Senior Engineer Delyn Ellison-Lloyd and Environmental Utilities Director Richard Plecker recommending for introduction and first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 14.20.020 THROUGH 14.20.060, SECTIONS 14.20.080 THROUGH 14.20.260, SECTIONS 14.20.290 THROUGH 430 AND SECTIONS 14.20.450 THROUGH 14.20.540 OF CHAPTER 14.20 OF TITLE 14 AND ADDING SECTION 14.20.560 OF CHAPTER 14.20 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING URBAN STORMWATER QUALITY MANAGEMENT AND DISCHARGE CONTROL. Revisions to the City's Stormwater Ordinance (Roseville Municipal Code Chapter 14.20) are needed to comply with language changes and substantive requirement updates found in the most current iteration of the City's National Pollutant Discharge Elimination System permit for storm water discharges. These changes are specifically spelled out in the new State Order. Staff has incorporated these changes into the Roseville Municipal Code Chapter 14.20 Urban Stormwater Quality Management and Discharge Control. There will be no fiscal impact for these revisions.

CC #: 8179

File #: 0800-02

CONTACT: Delyn Ellison-Lloyd 916-746-1748 DEllison-Lloyd@roseville.ca.us

Mayor Rohan opened the public hearing.

Solid Waste and Stormwater Manager Devin Whittington introduced Senior Engineer Delyn Ellison-Lloyd.

Senior Engineer Delyn Ellison-Lloyd made the presentation to Council.

No public comment received.

Mayor Rohan closed the public hearing.

Motion by Herman, seconded by Gore, to introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 14.20.020 THROUGH 14.20.060, SECTIONS 14.20.080 THROUGH 14.20.260, SECTIONS 14.20.290 THROUGH 430 AND SECTIONS 14.20.450 THROUGH 14.20.540 OF CHAPTER 14.20 OF TITLE 14 AND ADDING SECTION 14.20.560 OF CHAPTER 14.20 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING URBAN STORMWATER QUALITY MANAGEMENT AND DISCHARGE CONTROL.

Roll Call Vote:

Ayes: Gore, Alvord, Herman, Allard, Rohan

Noes: None

Absent: None

10. COUNCIL / STAFF / REPORTS/ COMMENTS

Merry Christmas, Happy Hanukah, and Happy New Year – Councilmember Herman and Vice Mayor Gore extended holiday wishes.

Department Head/City Councilmember Meetings – Councilmember Allard and Vice Mayor Gore reported on intent to conduct upcoming meetings with staff.

Holiday Events – Councilmember Alvord reported on holiday events.

Lease Hold Disclosure – Councilmember Alvord provided a written disclosure regarding a lease at 217 Vernon Street in the Redevelopment area. Letter will be entered into the record as an attachment to the minutes.

11. ADJOURNMENT

Motion by Gore, seconded by Herman, to adjourn the meeting at 8:10 p.m. The next regular City Council meeting will be held on January 18, 2016.

Vote: All Ayes

SUSAN ROHAN, MAYOR

HELEN DREYER
CITY CLERK TECHNICIAN



COUNCIL COMMUNICATION

CC #: 8240
File #: 0203-03

Title: Dimension 0.125 Percent Plus Fertilizer (RFQ 2053) - Purchase Order Renewal
Contact: Brandon Mendonca 916-774-5724 bmendonca@roseville.ca.us

Meeting Date: 2/1/2017
Item #: 6.2.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution to authorize the renewal of purchase orders to Crop Production Services for Dimension 0.125 percent Plus fertilizer utilizing RFQ 2053. The estimated annual cost of the fertilizer including tax is \$226,000.00 or up to department budgeted amounts. Two purchase orders will be issued, one for the FY2016-17 spring application of fertilizer, and the second purchase order will be issued next fall in FY2017-18 for the second application of fertilizer, contingent upon Council approval of budgets for next year.

BACKGROUND

The Parks Maintenance Division has an ongoing requirement for fertilizer for application on our park and landscape turf. Along with our two landscape maintenance contract partners, the City performs applications of fertilizer to all parks and city maintained landscape corridors twice a year. Historically, our partners have purchased fertilizer for their areas of responsibility, and the City has reimbursed them for that expense with a negotiated 15 percent markup. The City has exercised our right to purchase the product outright and supply it to the contractor, thus saving the general fund and the various Community Facilities Districts (CFD's) and Lighting and Landscape Districts (LLD's) the cost of the 15 percent markup.

A formal bid was issued where vendors were asked to quote the price per 50-pound bag of Dimension 0.125 percent Plus fertilizer. Crop Production Services was awarded the bid on 2-20-13. The bid allowed for four optional renewal years available at the City's discretion. This will be the fourth and final optional renewal year.

FISCAL IMPACT

The annual cost of the fertilizer including tax is approximately \$226,000.00. Funding is included in the FY2016-17 budget for the fertilizer used in the spring of this year, and funding will be included in the FY2017-18 proposed budget for the fertilizer purchased for the fall application. The purchase in the fall will be contingent upon Council approval of budgets for next year. Sixty-one percent of the cost of the purchase will be funded by the General Fund, and the remaining thirty-

nine percent will be funded proportionally by the various CFD's and LLD's.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Brandon Mendonca, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-43

RESOLUTION NO. 17-43

APPROVING A PURCHASE ORDER RENEWAL
BETWEEN THE CITY OF ROSEVILLE AND CROP PRODUCTION SERVICES

WHEREAS, a purchase order for fertilizer for application on our park and landscape turf, between the City of Roseville and Crop Production Services, 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 staff is authorized to execute a renewal of the purchase order provided that the applicable budget is approved by the City Council.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 8243
File #: 0203-01

Title: Ford F250 and F350 Trucks with Utility Bodies (RFQ 01-3113) - Purchase Order and Budget Adjustment
Contact: Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

Meeting Date: 2/1/2017
Item #: 6.3.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a purchase order to Harrold Ford as the lowest responsive bidder for RFQ 01-3113 for one ¾ ton Ford F250 4x2 truck with utility body to replace vehicle number 08-370. The total cost of the vehicle, including tax and options, is \$40,802.12. Additionally, adopt an ordinance amending the budget by \$43,803.00 to authorize the Vehicle Replacement Fund spending in this current fiscal year.

BACKGROUND

The Electric Department Construction Maintenance Division is replacing their vehicle number 08-370. The vehicle was not budgeted to be replaced in FY2016-17 but was deemed non-operational in August 2016. The vehicle is used by Electric Department staff to service power outages, deliver materials, inspect construction projects, perform substation maintenance, and for job site safety inspections.

On 1-18-17, Council awarded RFQ 01-3113 for the purchase of Ford F250's and F350's with utility bodies to Harrold Ford of Sacramento. The bid terms allow the City to purchase additional vehicles for a period of up to one year from the date of contract award. The Electric Department truck replacement is a Ford F250 with utility body.

Vehicle replacements are based on the Fleet Scoring System which considers factors such as age, miles, reliability, prior maintenance and repair costs, and current condition. Below is the vehicle replacement score.

Vehicle ID	Replacement Score	Vehicle Condition
08-370	26	Meets City replacement criteria

FISCAL IMPACT

The total cost of the vehicle, including tax and options, is \$40,802.12. The budget adjustment will authorize the Vehicle Replacement Fund spending in this current fiscal year. Sufficient replacement funds have already accumulated on this vehicle.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Tiffany Valdez, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5798

Request for Budget Adjustment

ORDINANCE NO. 5798

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for vehicle replacement, per request of the Electric Department, as listed on the attached Request for Budget Adjustment totaling \$43,803.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:
[A.R. 6.01 Budget Adjustment Policy & Procedure](#).

For more detailed budget adjustment training information, including examples, please click on the following link:
[Miscellaneous Budget Training Information](#).

REQUESTER*: Emily Isaacs

DEPARTMENT/DIVISION*: Electric/Admin

FISCAL YEAR/EFFECTIVE DATE*: FY2016/17 2/1/17

PROPOSED COUNCIL DATE (if applicable): 01/10/2017

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
43,803	08630	6000	491			Electric Vehicles/Vehicle 08-370
\$ 43,803	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
43,803			491			Elec Const Fund Avail Resource(Replacement Funds)
\$ 43,803	TOTAL					

FINANCE USE	Approved:					
	<i>Cal DeH</i>	<u>12/21/2016</u>	<i>Marty Haul</i>			
	BUDGET MANAGER/DESIGNEE	DATE	Finance Director			Date

Justification for Budget Adjustment*:

The Electric Department Construction Maintenance Division is requesting spending authority to replace vehicle 08-370 in org unit 08614. The vehicle was not budgeted to be replaced in FY2016/17, but was deemed non-operational in August 2016. Sufficient replacement funds have already accumulated on this vehicle. The vehicle will be used by Electric Department staff to service power outages, deliver materials, inspect construction projects, perform substation maintenance, and for job site safety inspections.

Approved:		Approved:	
<i>am</i>			
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 8239
File #: 0203-04

Title: Citywide Paint Project (RFQ 01-3104) - Service Agreement
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 2/1/2017
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a service agreement to Quality Painting & Construction, Inc. as the lowest responsive bidder to RFQ 01-3104 for services to paint five separate buildings throughout the City of Roseville. The total cost of service is \$84,900.00. Additionally, adopt a resolution authorizing the City Manager to sign the agreement.

BACKGROUND

The Central Services Building Maintenance Division has a requirement to paint the exterior and interior of Fire Station 2, Fire Station 3, Fire Station 5, Maidu Community Center, and the Roseville Sports Complex. These buildings have not been painted in over ten years. The paint on these buildings is faded and in some locations is cracking, peeling, and exposing base materials. These buildings are being painted to maintain City of Roseville buildings and reduce future maintenance costs.

A formal bid was issued with eight vendors responding as follows:

<u>Vendor</u>	<u>Total</u>
Northern CA Painting Penryn, CA	\$102,000.00
Valdez Painting, Inc. Sacramento, CA	\$128,700.00
Polychrome Construction, Inc. Northridge, CA	\$197,000.00
Quality Painting & Construction, Inc. San Francisco, CA	\$84,900.00
Horizon Brothers Painting Rio Linda, CA	\$181,150.00

RLM Enterprises, Inc. American Canyon, CA	\$160,000.00
JPB Designs, Inc. Sacramento, CA	\$262,700.00
A Plus Painting Roseville, CA	\$199,100.00

FISCAL IMPACT

The total cost of the painting services is \$84,900.00. Funding is included in the Central Services FY2016-17 Facilities Rehabilitation Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The proposed project involves the repair of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301. The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-42

Signed Service Agreement

RESOLUTION NO. 17-42

APPROVING A SERVICE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND QUALITY PAINTING & CONSTRUCTION, INC.,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1703519) between City of Roseville and Quality Painting & Construction, Inc., to paint Mahany Sports Center, Fire Station #3, Fire Station #3, Fire Station #5, Maidu Community Center and Maidu Community Center Gazebo, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

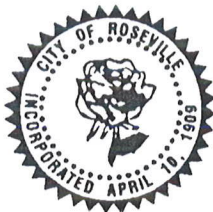
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1703519**

SERVICE LOCATION: CITY OF ROSEVILLE

REQ. NO.: R1714558 DATE: 11/30/16

SUBMIT ALL INVOICES TO:

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

Contractor No.: V40873
Telephone No.: (415)756-3011 Fax: (415)664-4968
Email address: ilyazhuchkov@aol.com
Contractor: QUALITY PAINTING & CONSTRUCTION, INC.
ATTN: ILYA ZHUCHKOV
2800 34TH AVENUE
SAN FRANCISCO, CA 94116

Department: BUILDING MAINTENANCE

Acct. Code: 91021-6130

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

Start Date	Terms	Completion Date	Insurance Limits	Contact
Upon Council Approval	NET 30	Upon Payment of Final Invoice	Approved by Risk Mgt.	CHARLIE FRALICK

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

THE VENDOR WILL PAINT THE MAHANY SPORTS CENTER, FIRE STATION #2, FIRE STATION #3, FIRE STATION #5, MAIDU COMMUNITY CENTER, AND THE MAIDU COMMUNITY CENTER GAZEBO IN ACCORDANCE WITH ALL TERMS, CONDITIONS, SPECIFICATIONS, AND ATTACHMENTS OF RFQ 01-3104.

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

Total Cost of Service: \$ **84,900.00**

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

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

Business License No.: 02947484 Contractor License No.: 790632 DIR Registration No.: 10000315266

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 8252
File #: 0203-04

Title: On-Call General Services - Service Agreement Renewal
Contact: Rjahja Canlas 916-772-7529 rcanlas@roseville.ca.us

Meeting Date: 2/1/2017
Item #: 6.5.

RECOMMENDATION TO COUNCIL

Approve the one year extension of the on-call general services contract in the amount of \$250,000.00 with Carter-Kelly, Inc. and approve a resolution authorizing the City Manager to execute the service agreement.

BACKGROUND

In 2013, a Request for Proposal was issued seeking on-call general services for miscellaneous rehabilitation and retrofit projects throughout the parks system. The service agreement was a one year base contract with optional one year extensions up to three (3) years. This extension will exercise the third extension (final) year option.

Projects contemplated for work under this contract would be minor ADA improvements to various recreation facilities, additional improvements to enhance facility security and minor emergency repairs.

The most recent projects completed under the previous year's contract included the new media materials drop off at the exterior of the Riley Library, wall veneer repairs on sound walls in west Roseville and minor restroom improvements at the Vernon Street Town Square.

FISCAL IMPACT

Funding for each project will be identified based on the project scope, facility location and availability of budget funds for the specific project.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created with this agreement approval.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Rjahja Canlas, Park Development Analyst

Dion Louthan, Director, Parks, Recreation, and Libraries



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-53

Service Agreement

RESOLUTION NO. 17-53

APPROVING A SERVICE AGREEMENT RENEWAL
BETWEEN CITY OF ROSEVILLE AND CARTER KELLY, INC., AND AUTHORIZING
THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement renewal (Service Agreement No. S1705095) for on-call construction services for the City of Roseville Park Development Division, between City of Roseville and Carter Kelly, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

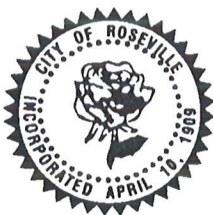
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1705095**

SERVICE LOCATION: CITY OF ROSEVILLE
AS DIRECTED

REQ. NO.: RENEWAL DATE: 12/2/16

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

Contractor No.: V27644
Telephone No.: (530)621-0950 Fax: (530)621-2344
Email address: jimc@carterkelly.com
Contractor: CARTER-KELLY INC.
ATTN: JAMES CARTER
PO BOX 1477
PLACERVILLE, CA 95667

Department: PARK DEVELOPMENT

Acct. Code: VARIOUS

Buyer: JOANNA OUKROP
Phone: 916.774.5745

Start Date	Terms	Completion Date	Insurance Limits	Contact
Executed Agreement	NET 30	6/30/17	Approved by Risk Mgt.	SANDRA GRANADA

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
THE VENDOR SHALL PERFORM ON-CALL CONSTRUCTION SERVICES FOR THE CITY OF ROSEVILLE PARK DEVELOPMENT DIVISION IN ACCORDANCE WITH ALL TERMS, CONDITIONS, SPECIFICATIONS AND ATTACHMENTS OF THE PARKS, RECREATION, AND LIBRARIES DEPARTMENT RFP FOR GENERAL SITE CONSTRUCTION SERVICES. ALL JOBS MUST BE QUOTED AND APPROVED BY TARA GEE BEFORE WORK CAN BEGIN.

PLEASE CONTACT SANDRA GRANADA AT (916)774-5246 OR TARA GEE AT (916)774-5253 FOR QUESTIONS REGARDING THIS CONTRACT.

**The total cost of service below is an approximate value only. The City does not guarantee whatsoever the actual amount to be spent.

Total Cost of Service: \$ 250,000.00

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

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

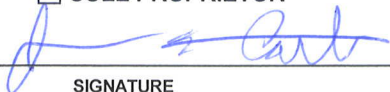
Business License No.: 20727 Contractor License No.: 407415 DIR Registration No.: 1000002967

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:


SIGNATURE

JAMES E. CARTER
PRINT NAME

PRESIDENT
TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

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

may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

<i>City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements or if required by law.</i>
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ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENT

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence
\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville -Insurance Compliance
PO Box 12010-R1
Hemet, CA 92546-8010

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

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

Insurance Submission Process

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

How It Works

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

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

Asbestos-Containing Materials in City-Owned Buildings

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

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

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

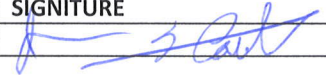
- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint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

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

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

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

* Indicates facility has known asbestos

Sign to acknowledge receipt of asbestos notification		
SIGNATURE	COMPANY NAME	DATE
	FARBER/KELLY INC.	12/5/16



COUNCIL COMMUNICATION

CC #: 8241
File #: 0800-02

Title: Dry Creek Wastewater Treatment Plant Digester 1 Cleaning Project - Service Agreement Amendment
Contact: Todd Jordan 916-746-1829 tjordan@roseville.ca.us

Meeting Date: 2/1/2017
Item #: 6.6.

RECOMMENDATION TO COUNCIL

Staff recommends an amendment adding \$143,046.36 to Service Agreement S1703504 with MP Environmental, Inc. for the Dry Creek Wastewater Treatment Plant Digester 1 Cleaning Project. Additionally, staff recommends adoption of a resolution authorizing the City Manager to sign the attached service agreement amendment.

BACKGROUND

Digester 1 is cleaned as part of a routine maintenance schedule. To reduce cleaning costs, staff normally reduces the volume of liquid stored in the digester to approximately 2,500 cubic yards prior to cleaning. This material is dewatered and the resulting dry solids are hauled away.

Staff encountered significant debris in the dewatered sludge as the digester was approaching the target volume for the cleaning project. The amount of debris in the sludge was not acceptable for land application which is the normal disposal option for the digested solids. As a result, staff discontinued lowering the digester volume to allow the cleaning contractor to process them for landfill disposal.

The scope of Service Agreement S1703504 was based on removing 2,500 cubic yards of material from the digester and transportation and disposal of 280 dry tons of sludge. MP Environmental, Inc. provided unit prices in their bid for completing this work.

This service agreement amendment is for the removal of an additional 897 cubic yards of material from the digester, and transportation and disposal of an additional 320 dry tons of sludge.

FISCAL IMPACT

The total cost of this service agreement amendment is \$143,046.36. The cost for this additional work is based on unit prices provided in the bid from MP Environmental, Inc. The total project cost including the service agreement amendment is \$493,042.61. Funding is included in the approved

FY 2016/17 Wastewater Operations Budget for the Dry Creek Wastewater Treatment Plant (08422).

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The proposed project involves the removal of all materials and the cleaning of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Todd Jordan, Senior Engineer

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-44

SA S1703504 - Amendment

RESOLUTION NO. 17-44

APPROVING A SERVICE AGREEMENT AMENDMENT NO. 1 BETWEEN THE CITY OF ROSEVILLE AND MP ENVIRONMENTAL SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement Amendment No. 1 (Service Agreement No. S1703504) for Dry Creek Wastewater Treatment Plant Digester 1 Cleaning project, between the City of Roseville and MP Environmental Services, Inc., has been prepared and reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said service agreement Amendment No. 1 is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville; and

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

**SERVICE AGREEMENT
AMENDMENT**

SERVICE AGREEMENT No: S1703504
AMENDMENT No.: 1

SERVICE LOCATION: DRY CREEK WWTP
1800 BOOTH ROAD
ROSEVILLE, CA 95747

Contractor No.: V25801

Contractor License No.:
Business License No.:

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

Telephone No.: (661) 393-1151 Fax:

Department: EU - DCWWTP

Contractor: MP ENVIRONMENTAL SERVICES, INC
scalderswood@mpenviro.com
ATTN: SHAWN CALDERWOOD
3400 MANOR STREET
BAKERSFIELD, CA 93308

Acct. Code: 08422-5330

Buyer: BABETTE OWENS
Phone: 916-774-5704

Service Agreement Number S1703504 ("Agreement"), which was executed on 9/7/16, is hereby modified as follows:

Select all provisions that apply:

- ☐ The Contractor name is hereby changed from
- ☐ The term of the Agreement is reduced by (days/months/years) and the expiration date of the Agreement is changed from to
- X The Total Cost of Service payable under this Agreement is increased from \$349,996.25 to \$493,042.61. The purpose of this modification is to remove additional 897 cubic yards of liquids and 320 dry tons of sludge from Digester 1; and to provide transportation and disposal of this sludge from the Dry Creek Wastewater Plant.
- ☐ The original scope of work under the Agreement is hereby increased and the following services have been added from the original Agreement.

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

CONTRACTOR:

By: 

Title: Vice President

By: _____

Title: _____

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: _____

Rob Jensen
City Manager

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



COUNCIL COMMUNICATION

CC #: 8257
File #: 0203-04

Title: Supply of Natural Gas Contract Agreement Amendment
Contact: Rodney Funke 916-774-5561 rfunke@roseville.ca.us

Meeting Date: 2/1/2017
Item #: 6.7.

RECOMMENDATION TO COUNCIL

Recommend City Council authorize a one-year renewal to the contract with Commercial Energy of California ("Commercial Energy") for the supply of natural gas to City facilities. Additionally, adopt a resolution authorizing the City Manager to sign the one-year renewal contract with Commercial Energy and all associated documents necessary to effect the contract, including the required Authorization to Receive Customer Information form and Customer Authorization for Core Gas Aggregation form. The estimated annual charges for natural gas for City facilities is \$300,000.

BACKGROUND

In October of 2014 City staff released a Request for Proposal (RFP) competitively soliciting proposals for supply of natural gas to the City for up to three years. Commercial Energy's proposal was ultimately selected. The RFP called for a two year contract, with an optional third year renewal. On February 4, 2015, Council adopted a resolution authorizing the City Manager to execute a contract with Commercial Energy to provide natural gas to City facilities for the initial two years. That two year contract is set to expire in February of 2017 and City staff has determined that it is in the best interests of the City to exercise the option to renew for the third and final year, as contemplated in the RFP. This third year contract also incorporated the addition of new and future City facilities that will require natural gas service, such as the new parking structure, 316 Vernon, and any other facilities completed during this third and final year.

Commercial Energy offers fixed, collared and market pricing options. The City currently utilizes collared pricing and staff recommends continuing with the collared pricing method to allow the City to take advantage of low market rates while protecting against the winter spikes. The collared pricing structure is beneficial to the City from a secure pricing strategy, which caps the natural gas price through the winter months, when pricing is most volatile, and captures the lower market pricing through the warm months.

The winter capped price will be set at approximately \$ 0.555 per therm and floored at \$ 0.354 per therm beginning March 1, 2017 until February 28, 2018. The pricing fluctuates with the market rate. By utilizing the winter capped approach the City will be able to set the max price at \$0.555 and benefit from the low market rates. This program will allow the City to take advantage of pricing fluctuations in the market without the full exposure of the market risks. The attached contract reflects the collared pricing per therm as of January 09, 2017.

Additionally, Commercial Energy is the supplier of the natural gas, but they utilize PG&E pipelines to transmit their natural gas to customers. In addition to the one year renewal with Commercial Energy, PG&E requires an Authorization to Receive Customer Information form and Customer Authorization for Core Gas Aggregation form to be signed by the City to accept PG&E infrastructure for transmission of the natural gas as well as for billing purposes. Any new natural gas hook-up that are made during the term this one year contract may require these forms be executed as part of PG&E's transmission of the natural gas for Commercial Energy, so City staff is also asking for authorization for the City Manager to execute such forms if required.

FISCAL IMPACT

The natural gas expense for city facilities is estimated at \$300,000 and is included in department's utility budgets.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Rodney Funke, Administrative Analyst

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-58

Commercial Energy Facility Natural Gas Supply

PG&E Authorization for Core Gas Aggregation Service

RESOLUTION NO. 17-58

APPROVING AN AMENDMENT TO AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND COMMERCIAL ENERGY OF MONTANA, INC. DBA COMMERCIAL ENERGY OF CALIFORNIA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Natural Gas Purchase Agreement Amendment, by and between the City of Roseville and Commercial Energy of Montana, Inc. dba Commercial Energy of California, has been reviewed by the City Council; and

WHEREAS, an Authorization to Receive Customer Information form and Customer Authorization for Core Gas Aggregation form which are required as part of the purchase agreement, have also been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said amendment is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville, as well as the ancillary forms and agreements required to move forward with the purchase agreement.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



City of Roseville
311 Vernon Street
Roseville, CA 95678

January 9, 2017

RE: NATURAL GAS PURCHASE AGREEMENT AMENDMENT

BY THIS AMENDMENT of the Natural Gas Purchase Agreement between Commercial Energy of Montana, Inc., dba Commercial Energy of California (Seller), and City of Roseville (Buyer), the following contract changes (5 pages) have been mutually approved (please select one of the price options):

1. The term of the Agreement is extended from **March 1st, 2017 until February 28th, 2018.**
2. Natural gas will be measured and billed on the basis of therms delivered to the Buyer's meter(s). Interstate transportation and gas storage costs paid to Pacific Gas & Electric Company (Utility) as part of Utility's procurement costs will be borne by Seller. Buyer's monthly price paid to Seller does not include Utility's customer charge(s) or transportation charge(s). Those charges are published from time-to-time by Utility.
3. Please select and initial one of the risk management methods offered below is **effective March 1st, 2017:**
 - a. **ENERGY SAFE™ (Fixed) PRICE:**
Buyer is guaranteed a fixed price of **\$0.462 per therm** for all natural gas delivered for a term. There are no true-ups or after the fact reconciliations.
 - b. X **COLLARED PRICE:**
Buyer pays for each therm of natural gas delivered each month at a monthly price that is capped at **\$0.555 per therm** and floored at **\$0.354 per therm**. Monthly natural gas price is determined by taking the month's PG&E Citygate Monthly Index Price (as published in Natural Gas Intelligence, Inc. - www.naturalgasintel.com) plus Seller's risk management fee of **\$0.043 per therm** and the monthly Stranded Pipeline Capacity Charge (SPCC) of **\$0.030 per therm** within the collared range for a term. Buyer's monthly price paid to Seller does not include Utility's shrinkage allowance.
 - c. **MARKET PRICE:**
Buyer pays for each therm of natural gas delivered at a monthly price based on the month's PG&E Citygate Monthly Index Price (as published in NGI - www.naturalgasintel.com) plus Seller's risk management fee of **\$0.043 per therm** and the monthly Stranded Pipeline Capacity Charge (SPCC) of **\$0.030 per therm**. Buyer's monthly price paid to Seller does not include Utility's shrinkage allowance.
4. **EXTENSION:** If neither party sends a written non-renewal notice to the other party at least fifteen (15) days prior to the beginning of the last delivery month, this Agreement automatically extends monthly at: (1) the same terms as in this Agreement; or (2) monthly price based on the month's PG&E Citygate Monthly Index Price (as published in NGI - www.naturalgasintel.com) plus Seller's risk management fee of **\$0.055 per therm**, whichever is greater, plus Seller's risk management fee of 5.0% on the PG&E Citygate Monthly Index Price. For Core Service (GNR-1, GNR-2, GM, G1, GS or GT), Seller must also bill the monthly Stranded Pipeline Capacity Charge (SPCC) published in Table 6 of the Crossborder Energy Study (currently \$0.042/therm from April 1, 2015). Buyer's monthly price paid to Seller does not include Utility's shrinkage allowance.

BLEND & EXTEND:

On a monthly basis, Buyer may request Seller to provide an additional twelve (12) months to existing Agreement. This extension offer will blend the costs of the remaining term of existing Agreement with the costs of the additional months of the extended Agreement.

This offer is valid if initialed, signed and returned via fax or email by **January 11th, 2017 by 5pm Pacific Time**. Should you have any questions, please call me. Thank you again for your business.

OFFERED BY:
Commercial Energy of Montana Inc.

ACCEPTED BY:
City of Roseville

Date: _____
Curry Stypula, President

Date: _____
Authorized Signer

Printed Name



GENERAL CONDITIONS

VOLUME OBLIGATIONS: Buyer will purchase all natural gas measured at the locations listed on Page 1 or Attachment A (if any) of this Agreement from Seller during the term of this Agreement. Seller will deliver and supply all necessary natural gas to meet Buyer's daily requirements. Seller shall be responsible for any shortfalls and/or penalties as a result of any out of balance situations other than those arising from Buyer consuming more than its Maximum Daily Quantity (MDQ) on a Utility declared Operational Flow Order (OFO) or Emergency Flow Order (EFO) day. Buyer will curtail natural gas consumption below Buyer's MDQ if directed by the Utility due to a utility declared Operational Flow Order (OFO) or Emergency Flow Order (EFO) day.

PAYMENTS: Billing and collection of Buyer's account will be performed by the Utility. Buyer will abide by all terms of payment as provided within the monthly Utility billing statement. Payments not received by Utility and/or Seller by the due date incur a twenty five dollar (\$25) administrative charge per past due meter account. Interest on late payments of all undisputed amounts accrues from the due date until the date of payment at the rate of twelve percent (12%) annually, or the maximum applicable lawful interest rate, whichever is less. Seller cannot be compelled to assign Buyer's transportation and storage management to another provider until such time as the amount due, including interest, is paid. However, if Buyer, in good faith, disputes the amount of any such billing or part thereof, and shall pay such amounts as it concedes to be correct, no suspension shall be permitted. Such disputes shall be resolved through arbitration.

VENDOR MASTERFILE: To ensure Seller receives all vendor notifications, Seller shall provide a W-9 for the Buyer to establish the Seller as a vendor within their Accounts Payable masterfile at time of initial contract acceptance.

CHANGE IN METER STATUS: In the event that any meter(s) disconnect, outstanding balances shall be treated as follows:

- (a) If other meter(s) are enrolled under this contract, balances from the disconnected meter will be transferred, and become due and payable.
- (b) Should all meters covered within this contract be disconnected, Seller will prepare and submit final bill inclusive of any outstanding balances, whether billed directly by the Seller or the Utility.

JURISDICTION: This Agreement shall be construed under the laws of the State of California.

ASSIGNMENT: Neither party will assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party. Consent to assignment shall not be unreasonably withheld.

TITLE AND WARRANTIES: Seller warrants that it will transfer good and merchantable title to all natural gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances and claims. Title and right of possession to all natural gas sold and delivered hereunder shall pass from Seller to Buyer at the Delivery Point, which shall mean the Buyer's Utility meter.

FORCE MAJEURE: If either party due to a condition of force majeure is unable to perform any obligation or condition of this Agreement, with the exception of paying debt, such obligation shall be suspended during the continuance of the inability. Force majeure shall include, without limitations, acts of God, failure of any pipeline or utility to accept or transport gas, strikes, lockouts, or labor disputes, fire, flood, storms, hurricanes or other natural occurrences, or any similar cause which is beyond the reasonable control of the party claiming force majeure. Economic hardship of either party shall not constitute a Force Majeure under this Agreement. A party that is delayed in performing or rendered unable to fulfill any of its obligations under this Agreement by Force Majeure shall notify the other party in writing as soon as possible and shall exercise due diligence to attempt to remove such inability with all reasonable dispatch.

CREDIT: Buyer credit standing is essential to Seller entering into and performing its obligations under this Agreement. Should Seller, at any time, become reasonably concerned about Buyer's credit quality (as a result, for instance, of two late payments in a six-month period or a credit rating agency red flag), Seller may require and Buyer will provide credit assurance in the form of a prepayment or cash deposit up to the amount of sixty (60) days exposure plus the Contract Value minus the Market Value for the remaining term. Seller will reasonably determine this amount, which must be funded within ten (10) business days of written request. Failure to fund the request is a Default event of the Buyer.

FORWARD CONTRACT/EARLY TERMINATION: This Agreement is a forward contract under the Federal Bankruptcy Code. In the event that Buyer or Seller shall: i) make an assignment or any general arrangement for the benefit of creditors; ii) file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it, iii) otherwise become insolvent, then such party will be in Default of this Agreement and this Agreement will terminate immediately. Seller shall have the right to suspend deliveries without prior notice. Buyer's early termination without cause shall be an event of default of this Agreement.

DEFAULT: In the event either party defaults ("Defaulting Party") in its obligations under the terms of this Agreement to the other party ("Performing Party") except to the extent excused by Force Majeure under this Agreement (which shall not include a delay in payment that is cured within 5 (five) business days of a written demand or any other failure of performance that is cured within 10 (ten) business days of a written demand from the Performing Party for corrective action), Performing Party shall have the right to establish an early termination date to this Agreement upon 10 business days written notice to the Defaulting Party. The Performing Party shall act reasonably to minimize its damages.

DISPUTE RESOLUTION AND ARBITRATION: The parties shall attempt to resolve any claim or dispute through good faith negotiations. Upon failure of such negotiations, all claims and disputes that (1) are between Seller and Buyer and (2) arise out of, or relate to, this Agreement between Seller and Buyer or to their performance or breach (including any tort or statutory claim) ("Arbitrable Claims"), shall be arbitrated under the



Commercial Arbitration Rules of the American Arbitration Association ("AAA"), in English within the state of California, within the County of Alameda, before one neutral arbitrator who shall be a member of the AAA's Large Complex Case Panel. Upon the reasonable request of a party, specific documents relevant to the claim or dispute in the possession of the other party shall be made available to the requesting party not later than sixty (60) days after the demand for arbitration is served. The arbitrator may permit depositions or other discovery deemed necessary for a fair hearing. The hearing may not exceed two days. The award shall be rendered within 120 days of the demand for arbitration. The arbitrator may award interim and final injunctive relief and other remedies, but may not award punitive damages. No time limit herein is jurisdictional. Any award of the arbitrator (including awards of interim or final remedies) may be confirmed or enforced in any court having jurisdiction. Notwithstanding the above, Buyer or Seller may bring court proceedings or claims against each other (i) solely as part of separate litigation commenced by an unrelated third party, or (ii) if not first sought from the arbitrator, solely to obtain in the state or federal courts in or for the state of California temporary or preliminary injunctive relief or other interim remedies pending conclusion of the arbitration.

REMEDIES IN THE EVENT OF DEFAULT:

If Seller terminates this Agreement upon the default of Buyer, or Buyer terminates without cause, Buyer will pay Seller the following early termination payment, if a positive number: Contract Value minus Market Value.

If Buyer terminates this Agreement upon the default of Seller, Seller will pay Buyer the following early termination payment, if a positive number: Market Value minus Contract Value.

For purposes of this Section, "Contract Value" means the contract price of natural gas, per therm hereunder, times Remaining Anticipated Usage. "Market Value" means the amount, as determined by the Non-Defaulting Party, less Costs, a bona fide third party would purchase or sell for the Remaining Anticipated Usage over the remaining term of the Agreement at current forward market prices. In determining "Market Value", the Non-Defaulting Party may consider, among other things, quotes from dealers in the wholesale energy industry, forward price valuations developed by the Non-Defaulting Party, and other bona fide offers from third parties, all as commercially available and adjusted for the length of the Remaining Term, as the Non-Defaulting Party reasonably determines. "Costs" mean brokerage fees, commissions and similar transaction costs reasonably incurred by, or on behalf of, the Non-Defaulting Party in terminating or liquidating any arrangement pursuant to which it has hedged its obligations, and attorneys' fees, expenses and costs, if any, incurred in connection with enforcing its rights under this Agreement. "Remaining Anticipated Usage" means the historical usage (in therms), for the remaining term of the Agreement.

If Seller Defaults on the Agreement and the Buyer finds a replacement alternate supplier, Seller should take direction from Buyer with regards to switching the accounts.

After termination, cancellation, or expiration, Buyer agrees that it will remit full payment of all amounts due under this Agreement within the Final Payment Period (which will be deemed to be the 20-day period following receipt of the invoice for the last period of deliveries hereunder). The applicable provisions of this Agreement will continue in effect after termination, cancellation, or expiration hereof to the extent necessary, including but not limited to providing for final billing, billing adjustments and payments, and with respect to any other payment obligations hereunder. Buyer is responsible for all collection costs incurred by seller in the event of nonpayment.

SURVIVAL: Termination of this Agreement shall not relieve either Party from an obligation under this Agreement to pay amounts due to the other Party that were incurred prior to termination.

LIMITATION OF LIABILITY: FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES HEREBY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.



Exhibit A

Current Active Meters

Address	City	State	Zip Code	Service ID #	Meter #
201 PACIFIC ST # 100	ROSEVILLE	CA	95678	1626786438	45517758
1398 JUNCTION BLVD	ROSEVILLE	CA	95678	8933604005	39840757
1051 JUNCTION BLVD	ROSEVILLE	CA	95678	2964900005	47267099
3051 WOODCREEK OAKS BLVD	ROSEVILLE	CA	95678	6767372005	51994371
2090 HILLTOP CIR	ROSEVILLE	CA	95747	6420810217	60339876
1800 BOOTH RD	ROSEVILLE	CA	95747	3799119005	36007851
2075 HILLTOP CIR	ROSEVILLE	CA	95747	0142809005	42728895
2025 HILLTOP CIR	ROSEVILLE	CA	95747	0184475005	42728906
2055 HILLTOP CIR	ROSEVILLE	CA	95747	0226142005	42427022
2030 HILLTOP CIR	ROSEVILLE	CA	95747	0267809005	30708997
2030 HILLTOP CIR	ROSEVILLE	CA	95747	0309475005	52391801
1800 BOOTH RD	ROSEVILLE	CA	95747	0434475005	51733737
2070 HILLTOP CIR	ROSEVILLE	CA	95747	0792027674	60273324
911 HIGHLAND POINTE DR	ROSEVILLE	CA	95678	8675767265	54613647
1430 E ROSEVILLE PKWY	ROSEVILLE	CA	95661	9584699005	52729149
6050 WOODCREEK OAKS BLVD, @ MAINT-BLDG/GOLF	ROSEVILLE	CA	95747	4801526005	46324861
1501 PLEASANT GROVE BLVD	ROSEVILLE	CA	95747	3824308304	60182070
1545 PLEASANT GROVE BLVD	ROSEVILLE	CA	95747	0767365005	32525350
1765 PLEASANT GROVE BLVD	ROSEVILLE	CA	95747	6138070005	3270541X

New Meters to be Added:

Location	Address	Meter Number
Diamond Oaks GC	349 Diamond Oaks Road	
316 Vernon Street (New	316 Vernon	45570811
Pleasant Grove Wastewater Plant	5051 Phillip Road	
Fire Station #9	2451 Hayden Parkway	61231857
Roseville Police Department	1051 Junction Blvd	47267099
Johnson Pool	100 D Street	61080173
Old Court House	300 Taylor	
Central Park Indoor Pool	10210 Fairway Drive	60514618



Roseville Energy Park	5120 Phillip Road	
Maidu Interpretive Museum	1970 Johnson Ranch Road	60549615
Water Treatment Plant	9595 Barton Road	1003719063



**Pacific Gas and
Electric Company®**

AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT UPON A CUSTOMER'S BEHALF

THIS IS A LEGALLY BINDING CONTRACT, PLEASE READ CAREFULLY

(Please Print or Type)

I, Rob Jensen City Manager
NAME TITLE (IF APPLICABLE)

of City of Roseville (Customer) have the following mailing address
NAME OF CUSTOMER OF RECORD

311 Vernon Street Roseville CA 95678 , and do hereby appoint
MAILING ADDRESS CITY STATE ZIP

Commercial Energy of Montana, Inc. of 7677 Oakport Street, Suite 525
NAME OF THIRD PARTY MAILING ADDRESS
Oakland CA 94621
CITY STATE ZIP

To act as my agent and consultant (Agent) for the listed account(s) and in the categories indicated below:

ACCOUNTS INCLUDED IN THIS AUTHORIZATION:

1. <u>311 Vernon Street</u>	<u>Roseville</u>	<u>6130915865-9</u>
SERVICE ADDRESS	CITY	SERVICE ACCOUNT NUMBER
2. <u>316 Vernon Street</u>	<u>Roseville</u>	<u>3588786413-6</u>
SERVICE ADDRESS	CITY	SERVICE ACCOUNT NUMBER
3. <u>2451 Hayden Parkway</u>	<u>Roseville</u>	<u>1619373661-4</u>
SERVICE ADDRESS	CITY	SERVICE ACCOUNT NUMBER

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form)

INFORMATION, ACTS AND FUNCTIONS AUTHORIZED – This authorization provides authority to the Agent. The Agent must thereafter provide specific written instructions/requests (e-mail is acceptable) about the particular account(s) before any information is released or action is taken. In certain instances, the requested act or function may result in cost to you, the customer. Requests for information may be limited to the most recent 12 month period.

I (Customer) authorize my Agent to act on my behalf to perform the following specific acts and functions (initial all applicable boxes):

- ☒ 1. Request and receive billing records, billing history and all meter usage data used for bill calculation for all of my account(s), as specified herein, regarding utility services furnished by the Utility¹.
- ☐ 2. Request and receive copies of correspondence in connection with my account(s) concerning (initial all that apply):

☐ a. Verification of rate, date of rate change, and related information;
☐ b. Contracts and Service Agreements;
☐ c. Previous or proposed issuance of adjustments/credits; or
☐ d. Other previously issued or unresolved/disputed billing adjustments.
- ☐ 3. Request investigation of my utility bill(s).
- ☒ 4. Request special metering, and the right to access interval usage and other metering data on my account(s).
- ☐ 5. Request rate analysis.
- ☒ 6. Request rate changes.
- ☒ 7. Request and receive verification of balances on my account(s) and discontinuance notices.

¹ The Utility will provide standard customer information without charge up to two times in a 12-month period per service account. After two requests in a year, I understand I may be responsible for charges that may be incurred to process this request.

AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF

I (CUSTOMER) AUTHORIZE THE RELEASE OF MY ACCOUNT INFORMATION AND AUTHORIZE MY AGENT TO ACT ON MY BEHALF ON THE FOLLOWING BASIS² (initial one box only):

² If no time period is specified, authorization will be limited to a one-time authorization

- ☐ One time authorization only (limited to a one-time request for information and/or the acts and functions specified above at the time of receipt of this Authorization).
- ☒ One year authorization - Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the twelve month period from the date of execution of this Authorization.
- ☐ Authorization is given for the period commencing with the date of execution until _____ (Limited in duration to three years from the date of execution.) Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the authorization period specified herein.

RELEASE OF ACCOUNT INFORMATION:

The Utility will provide the information requested above, to the extent available, via any one of the following. My (Agent) preferred format is (check all that apply):

- ☐ Hard copy via US Mail (if applicable).
- ☐ Facsimile at this telephone number: _____
- ☒ Electronic format via electronic mail (if applicable) to this e-mail address: jason.martin@commercialenergy.net

I (Customer), Rob Jensen (print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I further certify that my Agent has authority to act on my behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above. I understand the Utility reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize the Utility to release the requested information on my account or facilities to the above Agent who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify the Utility from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to my Agent pursuant to this Authorization; 2) the unauthorized use of this information by my Agent; and 3) from any actions taken by my Agent pursuant to this Authorization, including rate changes. I understand that I may cancel this authorization at any time by submitting a written request. [This form must be signed by someone who has authority to financially bind the customer (for example, CFO of a company or City Manager of a municipality).]

916-774-5353

AUTHORIZED CUSTOMER SIGNATURE
Executed this _____ day of _____
MONTH YEAR

TELEPHONE NUMBER
at Roseville, CA
CITY AND STATE WHERE EXECUTED

I (Agent), hereby release, hold harmless, and indemnify the Utility from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this authorization and from the taking of any action pursuant to this authorization, including rate changes.

510-567-2700

AGENT SIGNATURE
Commercial Energy of Montana, Inc.
COMPANY

TELEPHONE NUMBER

Executed this 12 day of January, 2017
MONTH YEAR

Service Address	City	Service Account Number
1051 Junction Blvd.	Roseville	2964900511-2
100 D Street	Roseville	6005280547-4
300 Taylor Street	Roseville	0557924105-9
10210 Fairway Drive	Roseville	5899111711-8
5120 Phillip Road	Roseville	6339329484-6
190 Park Drive	Roseville	5349440627-4
1970 Johnson Ranch Road	Roseville	1065333896-1
9595 Barton Road	Granite Bay	1046512461-7
349 Diamond Oaks Road	Roseville	
5051 Phillip Road	Roseville	

Distribution:☐ PG&E Program Administrator (original)**For PG&E use only**

CTA Group No.: _____

Date Received: _____

Effective Service Date: _____

Termination Date: _____

ATTACHMENT A**CUSTOMER AUTHORIZATION FOR CORE GAS AGGREGATION SERVICE**

I authorize the Core Transport Agent (CTA) listed below to act on my behalf, to obtain natural gas under PG&E's tariffs for Core Gas Aggregation Service. Core Gas Aggregation Service will be provided to me in accordance with the rules and regulations of the California Public Utilities Commission (CPUC). I understand that PG&E shall continue to provide transportation services pursuant to its tariffs.

I authorize PG&E to release to my CTA, by written or electronic transfer, the current and historical gas usage information for PG&E accounts (identified by PG&E Gas Service Agreement Number) set forth in this Authorization. I release PG&E from any liability resulting from use of this information by others.

I will continue to be responsible for payment of PG&E's transportation charges, even if I authorize PG&E to send my transportation charges to my CTA. I understand and acknowledge that the CPUC will continue to regulate PG&E. I also understand that the CPUC does not regulate my CTA under Core Gas Aggregation Service. I understand CTA's are not agents of PG&E, and PG&E shall not be liable for any of the Core Transport Agent's acts, omissions or representations.

Billing Options**Check one:** (Note that your CTA may offer only one of these options)

☒ I request that PG&E bill me directly for transportation services provided by PG&E at my current billing address(es). PG&E may provide my CTA with an information-only statement of my PG&E charges.

☐ I request that PG&E send my PG&E bill to my CTA, who will pay PG&E and bill me, subject to approval by PG&E.

Signed by: _____

(Signature of Customer or duly-authorized representative)

Accepted by: _____

(Signature of CTA or duly-authorized representative)

For: Commercial Energy of Montana, Inc. 10058

(CTA [Company] Name) (CTA Group No.)

January 12, 2017

(Date)

Customer requests that the following PG&E gas account(s) begin Core Gas Aggregation Service.

GAS SERVICE ADDRESS	CITY	PG&E SERVICE AGREEMENT NUMBER
349 Diamond Oaks Road	Roseville	
311 Vernon Street	Roseville	6130915865-9
316 Vernon Street	Roseville	3588786413-6

☐ Check box if additional listings of accounts are attached.

☐ PG&E Program Administrator (original)

Termination Date: _____

CUSTOMER AUTHORIZATION FOR CORE GAS AGGREGATION SERVICE

[illegible]

Automated documents, Preliminary Statement, Part A



COUNCIL COMMUNICATION

CC #: 8255

File #: 0716

Title: Radio Frequency Identification and Automated Materials Handling Equipment Maintenance - Service Agreement Renewal

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

Meeting Date: 2/1/2017

Item #: 6.8.

RECOMMENDATION TO COUNCIL

Recommend Council authorize the award of a service agreement to Bibliotheca, LLC as a result of proposals received for the Parks, Recreation & Libraries Department's request for proposals (RFP) titled "RFID, Self-Checkout & Automated Materials Handling Solution for Roseville Public Library" to maintain and support RFID (Radio Frequency Identification) and AMH (Automated Material Handling) equipment in the City's libraries and adopt a resolution authorizing the City Manager to sign the service agreement. Additionally, authorize the City Manager to execute the remaining three years of renewal of the service agreement provided that the budget is approved each year by the City Council.

BACKGROUND

The Library Division has an ongoing requirement for supplies and maintenance for equipment installed in FY2014/15. The Library utilizes the RFID/AMH equipment to help perform critical tasks and it allows customers quick and easy access to materials and their library accounts. Installing and implementing this equipment has provided new opportunities for staff to concentrate on customer-focused tasks and outreach to different community groups.

A request for proposal was issued to install and maintain RFID/AMH equipment in July 2014 and the contract was awarded to 3M Library Systems. The RFP allowed for five (5) optional renewal years after the first year warranty ended to support and maintain the equipment. 3M Library Systems merged with Bibliotheca, LLC in October 2015. As a result of the merger, the former 3M Library Systems business has combined with Bibliotheca and is transitioning to a single brand. The new Bibliotheca Group will continue to maintain, invest and expand the 3M Library Systems products. A "consent to assignment" was approved and signed in October 2015 by Dominick Casey. Going forward the 3M Library name will be Bibliotheca, LLC.

FISCAL IMPACT

First year costs total \$41,357.00 and are included in the approved FY2016/17 Parks, Recreation

& Libraries Department budget. The funds for each year's annual maintenance and support costs will be allocated in future budgets with spending contingent upon Council approval of budgets for those years.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval of this request will not create any new jobs.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Rendi Hodge, Library Supervisor

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-56

Bibliotheca Service Agreement

RESOLUTION NO. 17-56

APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF
ROSEVILLE AND BIBLIOTHECA, LLC, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement renewal (Service Agreement No. S1704084) for support and maintenance for Radio Frequency Identification Device/Automated Material Handling equipment at the City of Roseville libraries, between the City of Roseville and Bibliotheca, LLC, has been prepared and reviewed by the Council; and

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

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute the remaining three years of renewal of the service agreement provided that their budget is approved by the City Council.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1704084**

SERVICE LOCATION: CITY OF ROSEVILLE
AS DIRECTED

REQ. NO.: RENEWAL DATE: 1/10/2017

SUBMIT ALL INVOICES TO:

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

Contractor No.: V39852
Telephone No.: 678-336-7980 x310 Fax:
Email address: m.zilles@bibliotheca.com
Contractor: BIBLIOTHECA LLC
ATTN: MARY ZILLES
3169 HOLCOMB BRIDGE ROAD, SUITE 200
NORCROSS, GA 30071

Department: LIBRARY

Acct. Code: 06500-5330
06500-5200

Buyer: BRANDON MENDONCA
Phone: 916-774-5724

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	8/31/17	Approved by Risk Mgt.	RENDI HODGE

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

VENDOR SHALL PROVIDE SUPPORT AND MAINTENANCE FOR RADIO FREQUENCY IDENTIFICATION DEVICE/AUTOMATED MATERIAL HANDLING (RFID/AMH EQUIPMENT AT THE CITY'S THREE LIBRARIES IN ACCORDANCE WITH ALL TERMS, CONDITIONS, SPECIFICATIONS, AND ATTACHMENTS OF OF THE PARKS, RECREATION, AND LIBRARIES DEPARTMENT REQUEST FOR PROPOSALS (RFP) TITLED "RFID, SELF-CHECKOUT & AUTOMATED MATERIALS HANDLING SOLUTION FOR ROSEVILLE PUBLIC LIBRARY" AND IN ACCORDANCE WITH THE ATTACHMENT "A CURRENT PRICING" DATED 12/12/2016.

PLEASE CONTACT RENDI HODGE AT (916) 774-5240 FOR ANY QUESTIONS REGARDING THIS AGREEMENT.

Total Cost of Service: \$ **41,357.00**

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

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

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

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

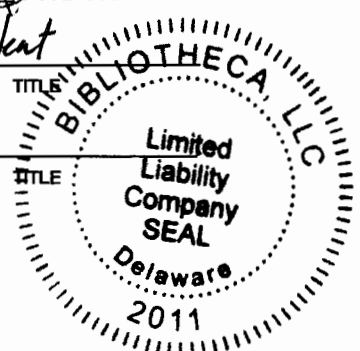
CONTRACTOR: _____

SIGNATURE

PRINT NAME

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



Attachment "A"

Date 12/12/2016

Product	Model	Current Quantity	Current Pricing		9/1/17 - 8/31/18		9/1/18 - 8/31/19		9/1/19 - 8/31/20		9/1/20 - 8/31/21	
			Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
SelfCheck	8422/8420	11	\$749.00	\$8,239.00	\$749.00	\$8,239.00	\$763.98	\$8,403.78	\$786.90	\$8,655.89	\$818.38	\$9,002.13
Recommended Reads		11	\$249.00	\$2,739.00	\$249.00	\$2,739.00	\$253.98	\$2,793.78	\$261.60	\$2,877.59	\$272.06	\$2,992.70
Comprise ST	Basic	11	\$331.00	\$3,641.00	\$331.00	\$3,641.00	\$337.62	\$3,713.82	\$347.75	\$3,825.23	\$361.66	\$3,978.24
Command Center	Enterprise	1	\$199.00	\$199.00	\$199.00	\$199.00	\$202.98	\$202.98	\$209.07	\$209.07	\$217.43	\$217.43
RFID Defection System	9102	3	\$899.00	\$2,697.00	\$899.00	\$2,697.00	\$916.98	\$2,750.94	\$944.49	\$2,833.47	\$982.27	\$2,946.81
Digital Library Assist	804	2	\$399.00	\$798.00	\$399.00	\$798.00	\$406.98	\$813.96	\$419.19	\$838.38	\$435.96	\$871.91
Mobile Staff	920	1	\$399.00	\$399.00	\$399.00	\$399.00	\$406.98	\$406.98	\$419.19	\$419.19	\$435.96	\$435.96
SelfCheck C-Series Smartchute	877	1	\$655.00	\$655.00	\$655.00	\$655.00	\$668.10	\$668.10	\$688.14	\$688.14	\$715.67	\$715.67
AMH Induction	2820/8822	6	\$1,500.00	\$9,000.00	\$1,500.00	\$9,000.00	\$1,530.00	\$9,180.00	\$1,575.90	\$9,455.40	\$1,638.94	\$9,833.62
AMH Induction	2830	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,530.00	\$1,530.00	\$1,575.90	\$1,575.90	\$1,638.94	\$1,638.94
AMH Sortation - 3bin SL	2840SL	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,020.00	\$1,020.00	\$1,050.60	\$1,050.60	\$1,092.62	\$1,092.62
AMH Controller	2855	2	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$2,040.00	\$4,080.00	\$2,101.20	\$4,202.40	\$2,185.25	\$4,370.50
AMH Sortation	2850	9	\$500.00	\$4,500.00	\$500.00	\$4,500.00	\$510.00	\$4,590.00	\$525.30	\$4,727.70	\$546.31	\$4,916.81
AMH Conveyance	2860FX	7	\$199.00	\$1,393.00	\$199.00	\$1,393.00	\$202.98	\$1,420.86	\$209.07	\$1,463.49	\$217.43	\$1,522.03
AMH Conveyance	2863FX	3	\$199.00	\$597.00	\$199.00	\$597.00	\$202.98	\$608.94	\$209.07	\$627.21	\$217.43	\$652.30
Total				\$41,357.00		\$41,357.00		\$42,184.14		\$43,449.66		\$45,187.65

Service and Maintenance/Extended Warranty Quote

Licensee Bill To:

Roseville Public Library - CA - Parent - Roseville Public Library
Rendi Hodge
225 Taylor St.
Roseville CA 95678-2626
United States of America

rhodge@roseville.ca.us

Tel: 916-774-5240

Quote Date: 09/26/2016

Quote Number: QUO-42982-P6P8

System Licensee:

Roseville Public Library - CA - Parent - Roseville
Public Library
Rendi Hodge
225 Taylor St.
Roseville CA 95678-2626
United States of America

Sales Contact: Contract Team

Sales Phone: 800-326-0067

Sales Email: Sales-US-Contracts@bibliotheca.com

US53460

Quote expires (180) days from Quote Date above.

Item ID	Item Type	Quantity	Sale Price	Sub Total
SUP000002-000-US	Annual Support and Maintenance Renewal (After 1st Year) Contract Term: Sep 01, 2016 - Aug 31, 2017	1	\$41 357,000	\$41 357,00
Total (Less Sales Tax):				\$41 357,00
Grand Total:				\$41,357.00

3M Library Systems has merged with Bibliotheca LLC. Together, our customers will enjoy the best of both worlds. If you are a former 3M Library System customer, please note that your Service & Maintenance contract will be managed and serviced by Bibliotheca LLC.

Service and Maintenance prices exclude any applicable sales tax. Please provide Tax Exempt Certificate, if applicable.

Service and Maintenance/Extended Warranty Quote

Location	Asset Name	Serial #1	Qty	Start Date	End Date	Price
Martha Riley Community Library	CompriseST	234141200031	1	09/01/16	08/31/17	\$331.00
Roseville Public Library - Maidu Branch	CompriseST	234141200032	1	09/01/16	08/31/17	\$331.00
Roseville Public Library - Maidu Branch	CompriseST	234141200033	1	09/01/16	08/31/17	\$331.00
Roseville Public Library - Maidu Branch	CompriseST	234141200035	1	09/01/16	08/31/17	\$331.00
Martha Riley Community Library	CompriseST	234141200036	1	09/01/16	08/31/17	\$331.00
Martha Riley Community Library	CompriseST	234141200037	1	09/01/16	08/31/17	\$331.00
Martha Riley Community Library	CompriseST	234141200038	1	09/01/16	08/31/17	\$331.00
Roseville Public Library - CA - Parent	CompriseST	234141200039	1	09/01/16	08/31/17	\$331.00
Martha Riley Community Library	CompriseST	234141200040	1	09/01/16	08/31/17	\$331.00
Roseville Public Library - CA - Parent	CompriseST	234141200082	1	09/01/16	08/31/17	\$331.00
Roseville Public Library - CA - Parent	CompriseST	234141200090	1	09/01/16	08/31/17	\$331.00
Roseville Public Library - CA - Parent	2820	28200267	1	09/01/16	08/31/17	\$1,500.00
Martha Riley Community Library	2820	28200269	1	09/01/16	08/31/17	\$1,500.00
Roseville Public Library - Maidu Branch	2820	28200270	1	09/01/16	08/31/17	\$1,500.00
Roseville Public Library - CA - Parent	2822	28220219	1	09/01/16	08/31/17	\$1,500.00
Martha Riley Community Library	2822	28220221	1	09/01/16	08/31/17	\$1,500.00
Martha Riley Community Library	2822	28220222	1	09/01/16	08/31/17	\$1,500.00
Martha Riley Community Library	2830	28300233	1	09/01/16	08/31/17	\$1,500.00
Roseville Public Library - CA - Parent	2850 FX	28500503	1	09/01/16	08/31/17	\$500.00
Roseville Public Library - CA - Parent	2850 FX	28500508	1	09/01/16	08/31/17	\$500.00
Martha Riley Community Library	2850 FX	28500512	1	09/01/16	08/31/17	\$500.00
Martha Riley Community Library	2850 FX	28500513	1	09/01/16	08/31/17	\$500.00
Martha Riley Community Library	2850 FX	28500516	1	09/01/16	08/31/17	\$500.00
Martha Riley Community Library	2850 FX	28500517	1	09/01/16	08/31/17	\$500.00
Martha Riley Community Library	2850 FX	28500523	1	09/01/16	08/31/17	\$500.00
Martha Riley Community Library	2850 FX	28500525	1	09/01/16	08/31/17	\$500.00
Roseville Public Library - Maidu Branch	2840 SL	28510009	1	09/01/16	08/31/17	\$1,000.00
Roseville Public Library - CA - Parent	2855 FX	28550179	1	09/01/16	08/31/17	\$500.00
Martha Riley Community Library	2855 FX	28550182	1	09/01/16	08/31/17	\$2,000.00
Martha Riley Community Library	2855 FX	28550183	1	09/01/16	08/31/17	\$2,000.00
Roseville Public Library - CA - Parent	2860 FX	28600295L	1	09/01/16	08/31/17	\$199.00

Service and Maintenance/Extended Warranty Quote

Location	Asset Name	Serial #1	Qty	Start Date	End Date	Price
Martha Riley Community Library	2860 FX	28600299L	1	09/01/16	08/31/17	\$199.00
Martha Riley Community Library	2860 FX	28600302L	1	09/01/16	08/31/17	\$199.00
Martha Riley Community Library	2860 FX	28600303L	1	09/01/16	08/31/17	\$199.00
Martha Riley Community Library	2860 FX	28600306R	1	09/01/16	08/31/17	\$199.00
Martha Riley Community Library	2860 FX	28600308R	1	09/01/16	08/31/17	\$199.00
Martha Riley Community Library	2860 FX	28600319R	1	09/01/16	08/31/17	\$199.00
Roseville Public Library - CA - Parent	2863 FX	28630120	1	09/01/16	08/31/17	\$199.00
Martha Riley Community Library	2863 FX	28630122	1	09/01/16	08/31/17	\$199.00
Martha Riley Community Library	2863 FX	28630123	1	09/01/16	08/31/17	\$199.00
Roseville Public Library - CA - Parent	804	80400941	1	09/01/16	08/31/17	\$399.00
Roseville Public Library - CA - Parent	804	80401100	1	09/01/16	08/31/17	\$399.00
Martha Riley Community Library	8420	84200814	1	09/01/16	08/31/17	\$749.00
Martha Riley Community Library	Recommended Reads Annual Subscription (1 / Kiosk)	84200814	1	09/01/16	08/31/17	\$249.00
Roseville Public Library - CA - Parent	8420	84200815	1	09/01/16	08/31/17	\$749.00
Roseville Public Library - CA - Parent	Recommended Reads Annual Subscription (1 / Kiosk)	84200815	1	09/01/16	08/31/17	\$249.00
Roseville Public Library - Maidu Branch	8420	84200816	1	09/01/16	08/31/17	\$749.00
Roseville Public Library - Maidu Branch	Recommended Reads Annual Subscription (1 / Kiosk)	84200816	1	09/01/16	08/31/17	\$249.00
Roseville Public Library - CA - Parent	8422	84221239	1	09/01/16	08/31/17	\$749.00
Roseville Public Library - CA - Parent	Recommended Reads Annual Subscription (1 / Kiosk)	84221239	1	09/01/16	08/31/17	\$249.00
Roseville Public Library - CA - Parent	8422	84221240	1	09/01/16	08/31/17	\$749.00
Roseville Public Library - CA - Parent	Recommended Reads Annual Subscription (1 / Kiosk)	84221240	1	09/01/16	08/31/17	\$249.00
Martha Riley Community Library	8422	84221242	1	09/01/16	08/31/17	\$749.00
Martha Riley Community Library	Recommended Reads Annual Subscription (1 / Kiosk)	84221242	1	09/01/16	08/31/17	\$249.00
Martha Riley Community Library	8422	84221243	1	09/01/16	08/31/17	\$749.00
Martha Riley Community Library	Recommended Reads Annual Subscription (1 / Kiosk)	84221243	1	09/01/16	08/31/17	\$249.00
Martha Riley Community Library	8422	84221244	1	09/01/16	08/31/17	\$749.00
Martha Riley Community Library	Recommended Reads Annual Subscription (1 / Kiosk)	84221244	1	09/01/16	08/31/17	\$249.00
Martha Riley Community Library	8422	84221245	1	09/01/16	08/31/17	\$749.00
Martha Riley Community Library	Recommended Reads Annual Subscription (1 / Kiosk)	84221245	1	09/01/16	08/31/17	\$249.00
Roseville Public Library - Maidu Branch	8422	84221248	1	09/01/16	08/31/17	\$749.00

Service and Maintenance/Extended Warranty Quote

Location	Asset Name	Serial #1	Qty	Start Date	End Date	Price
Roseville Public Library - Maidu Branch	Recommended Reads Annual Subscription (1 / Kiosk)	84221248	1	09/01/16	08/31/17	\$249.00
Roseville Public Library - Maidu Branch	8422	84221250	1	09/01/16	08/31/17	\$749.00
Roseville Public Library - Maidu Branch	Recommended Reads Annual Subscription (1 / Kiosk)	84221250	1	09/01/16	08/31/17	\$249.00
Roseville Public Library - Maidu Branch	877	87700496	1	09/01/16	08/31/17	\$655.00
Roseville Public Library - CA - Parent	Enterprise	90100540	1	09/01/16	08/31/17	\$199.00
Martha Riley Community Library	9102DM	91202336	1	09/01/16	08/31/17	\$899.00
Roseville Public Library - Maidu Branch	9102DM	91202337	1	09/01/16	08/31/17	\$899.00
Roseville Public Library - CA - Parent	9102DM	91202338	1	09/01/16	08/31/17	\$899.00



COUNCIL COMMUNICATION

CC #: 8237

File #: 0900-04-01

Title: 2016 Residential Resurfacing Project - Notice of Completion

Contact: Nick Graves 916-746-1305 ngraves@roseville.ca.us

Meeting Date: 2/1/2017

Item #: 6.9.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council accept the 2016 Residential Resurfacing Project as complete and adopt a resolution authorizing the Public Works Director to execute the Notice of Completion.

BACKGROUND

The scope of this project included a roadway resurfacing application to various residential streets and the Maidu Regional Park parking lot. The residential streets that received the resurfacing application are shown on attached Exhibit A and included portions of the Silverado Oaks and Westpark subdivisions, as well as the Maidu Park parking lot. Resurfacing the Maidu parking lot is identified in the Library Remodel Capital Improvement Project but was included in this contract because it was a similar type of work as roadway resurfacing and therefore created a cost savings due to the economy of scale.

This project is part of the Public Works Department's proactive street pavement maintenance program designed to seal, protect, and preserve the underlying pavement by placing relatively affordable asphalt resurfacing products at 7 to 10 year intervals to keep our streets in good condition to avoid pavement failure that would require more costly rehab/reconstruction. Our streets are inspected and rated every three years and that data is put into our pavement management software database to help guide us as to which streets to resurface in any given year. This systematic approach is how we determine which streets to resurface each year to get the most out of our limited funding over the long term.

FISCAL IMPACT

This project was awarded at the July 20, 2016 council meeting in the amount of \$1,211,228.75 and the final construction cost was \$1,221,478.96. The 0.8% cost increase was due to the difference in actual versus estimated material quantities and is within the Council authorized 10% contingency. The project was fully funded by \$1,185,086.71 from Gas Tax Funds and \$36,392.25

from General CIP Rehabilitation funds. The General CIP Rehabilitation funds were used for the work done at Maidu Park.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000 in direct government spending. Based on that figure, this project created 13.3 jobs.

ENVIRONMENTAL REVIEW

The Council action of accepting the 2016 Residential Resurfacing Project as complete will not result in a direct physical change in the environment (CEQA Guidelines §15060(c)(2). Adoption of the 2016 Residential Resurfacing Project Notice of Completion does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Nick Graves, Assistant Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-40

Notice of Completion

Exhibit A - Location Map

RESOLUTION NO. 17-40

ACCEPTING THE PUBLIC WORK KNOWN AS THE 2016 RESIDENTIAL RESURFACING PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the 2016 Residential Resurfacing Project has been approved and the public work accepted.
2. The Public Works Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AFTER RECORDING RETURN TO:
CITY CLERK
311 VERNON STREET
ROSEVILLE, CA 95678

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as 2016 Residential Resurface Project, was completed and accepted by the City of Roseville on 2/1/2017. The location is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference.

The general contractor on said project was Telfer Pavement Technologies, LLC.

The surety on said project was Western Surety Company.

ATTEST:

RHON L. HERNDON
Public Works Director
City of Roseville

SONIA OROZCO, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF PLACER)

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

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.

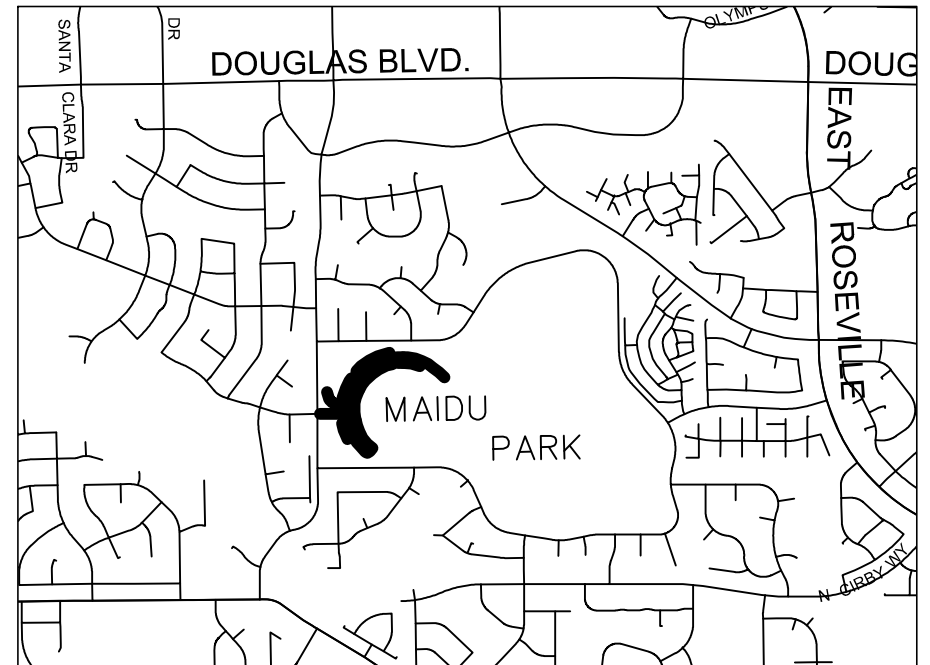
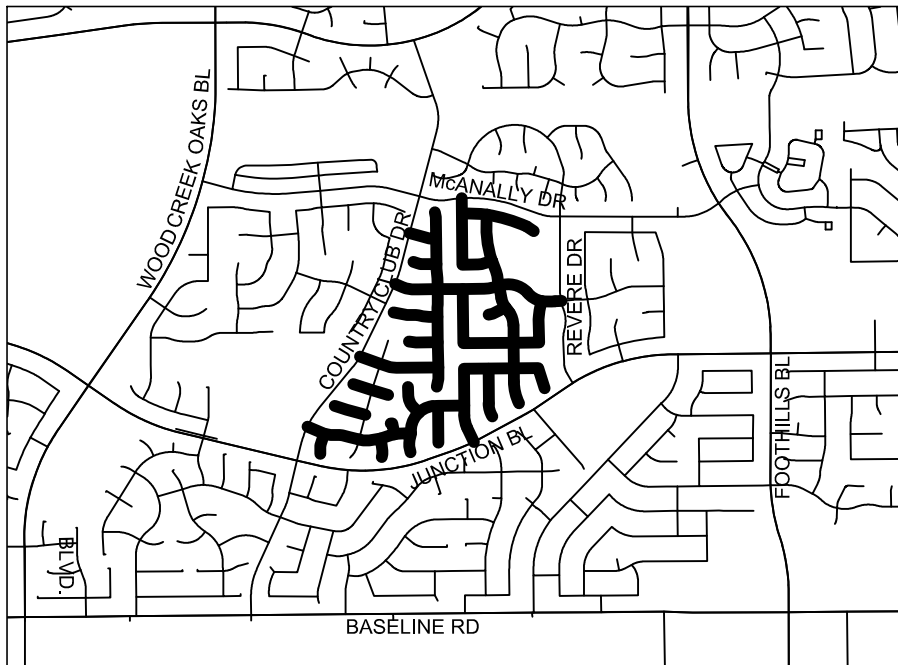
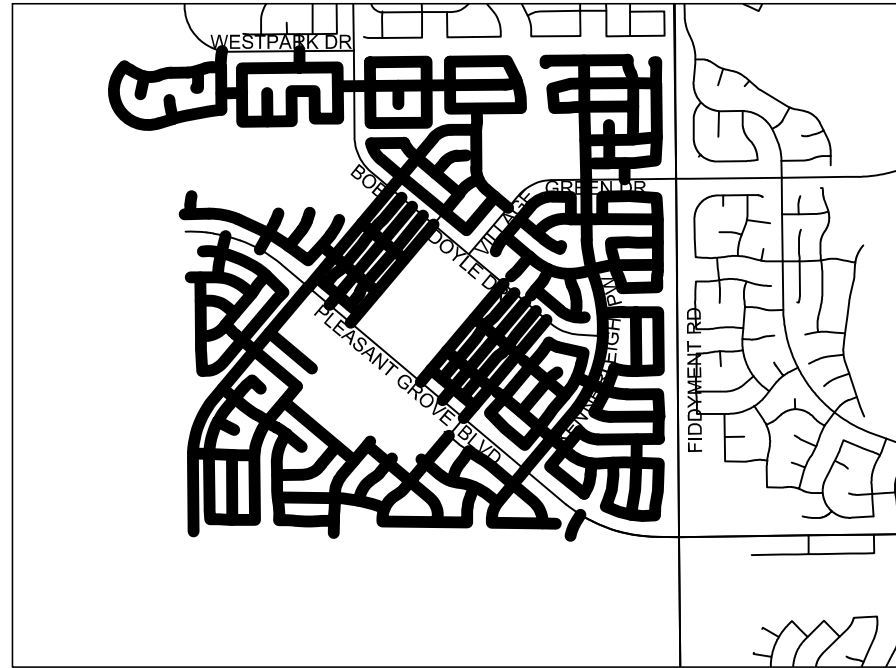
RHON L. HERNDON
Public Works Director
City of Roseville

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2017,
by RHON L. HERNDON proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.

Notary Public in and for said County and State

EXHIBIT "A"
2016 RESIDENTIAL RESURFACING PROJECT LOCATION MAP





COUNCIL COMMUNICATION

CC #: 8248

File #: 0400-06-02 & 0900-04-02

Title: Woodcreek Oaks Boulevard Widening Project - Adoption of Initial Study/Mitigated Negative Declaration

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

Meeting Date: 2/1/2017

Item #: 6.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the attached resolution to adopt the Woodcreek Oaks Boulevard Widening Project Initial Study/Mitigated Negative Declaration (Attachment 1 – Draft IS/MND, and Attachment 2 - Comments, Responses, and Errata to the Draft IS/MND), approve the Mitigation Monitoring and Reporting Program (Attachment 1 - Draft IS/MND Appendix A), and approve the project as described therein.

BACKGROUND

The Northwest Roseville Specific Plan (NWRSP), adopted by Council in May 1989 called for Woodcreek Oaks Boulevard to be a four lane arterial roadway from Baseline Road to Marlethorpe Drive. A traffic analysis prepared by Fehr & Peers in May 1988 assessed the traffic impacts of the residential and commercial developments proposed within the NWRSP and identified the need for the four lane arterial. Woodcreek Oaks Boulevard north of Marlethorpe Drive was further established as an ultimate four lane roadway with the adoption of the North Roseville Specific Plan (NRSP) in 1997.

When Woodcreek Oaks Boulevard was constructed, it was built with its curbs in their ultimate right of way location with extra wide medians to allow widening of the roadway into the median to its ultimate four lane configuration when future development necessitated it. Woodcreek Oaks Boulevard was previously widened to its ultimate four lane configuration from Baseline Road to 600' north of Pleasant Grove Boulevard. The HP Campus Oaks Development project recently widened Woodcreek Oaks Boulevard from Crimson Ridge Way north to Blue Oaks Boulevard.

The proposed project will connect the two existing four-lane segments north and south of it, widening Woodcreek Oaks Boulevard to its ultimate four lane configuration from 600' north of Pleasant Grove Boulevard to Crimson Ridge Way (see Attachment 1 – Draft IS/MND Figure 2 Project Location).

On July 7, 2016 Council awarded a contract to Dokken Engineering to design the Woodcreek Oaks Boulevard widening project which will implement the improvements identified in the

Northwest Roseville and North Roseville Specific Plans, and as described in the City's Transportation System Capital Improvement Program. The project consists of the following components (see Attachment 1 – Draft IS/MND Figure 3 Project Features):

- 1) Widening 1.5 miles of roadway from two to four travel lanes,
- 2) Widening into the median, protecting all curb, gutter, sidewalk and landscaping outside the travel way, and median landscaping where feasible,
- 3) Widening the existing bridge over the South Branch of Pleasant Grove Creek to accommodate the two additional lanes, and
- 4) Installation of bioswales (within new curb, gutter, and sidewalk areas north of Horncastle Drive), and tree plantings (within medians and outside the travel way) to achieve Low Impact Development (LID - an approach to stormwater management outlined in the recently adopted West Placer Storm Water Quality Design Manual) standards.

PUBLIC OUTREACH

As part of the outreach efforts in advance of the release of the Draft IS/MND, staff and the consultant held a public workshop on August 24, 2016 in the Martha Riley library to solicit public input on the project. Approximately 2,400 mailers were sent to residents, and the event was advertised on the Public Works project specific website, social media, and e-mailed to subscribers of the City's Traffic Alerts. Approximately 100 people attended the event and there were 30 written comments received from residents. Attendees were supportive of the project. The seven most prominent comment categories received were summarized in a staff report to the Transportation Commission on November 15, 2016, and all written comments were responded to. Written comments received at the public workshop, and associated responses are attached (Attachment 3 - Public Workshop Written Comments Received and Responses). Among their comments was a request to install new traffic signals at Calle Las Casas and at Marblethorpe/Jonquil. Subsequent signal warrant analyses demonstrated that no signal warrants are met for those locations.

FISCAL IMPACT

The Woodcreek Oaks Boulevard Widening Project will be funded with Traffic Mitigation Funds. Early estimates show the cost including design, construction, and inspection to be around \$7.5 million. However, this estimate will be further refined as the plans and specifications are developed and brought to Council for approval this coming spring before entering into a construction contract. No General Funds will be used for this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

The action of adopting the IS/MND will not create any jobs. However, based on the Federal guideline of one job created for every \$92,000 in government spending, project construction would generate approximately 73 temporary construction jobs.

ENVIRONMENTAL REVIEW

In accordance with CEQA requirements, an Initial Study (IS) was prepared for the proposed project. The IS conclusion is that, with the exception of short-term construction noise for which

impacts were previously disclosed within Environmental Impact Reports prepared for the *Northwest Roseville Specific Plan* (Final EIR dated May 10, 1989) and *North Roseville Specific Plan Phase 1* (Final EIR dated July 1997), implementation of mitigation measures identified in the Draft IS/MND would mitigate all potential impacts to less than significant and an MND is proposed to satisfy CEQA requirements.

The Draft IS/MND was made available for a 30 day public review and comment period from October 21, 2016 through November 21, 2016. The environmental document availability was announced: 1) via a post card mailing to approximately 2,400 residents surrounding the project; 2) via email to those that signed up for email notices; 3) on the City's website; and 4) via a legal notice published in the October 21, 2016 edition of the Roseville Press Tribune. These notices advised of the Draft IS/MND availability and public comment period. Hard copies of the environmental document were made available at the Permit Center front counter and electronic copies were available via the City's website. The City received four written comments on the Draft IS/MND, all of which are included in Attachment 2 – Comments, Responses, and Errata to the Draft IS/MND. The City's responses and mitigation measure revisions adequately addressed all written comments received, and therefore Staff recommends adoption of the IS/MND.

The Draft IS/MND was presented to the Transportation Commission on November 15, 2016. The Transportation Commission had comments pertaining to the timing and funding for the project, as well as questions about pedestrian and bicycle safety and access. Each comment received by the Transportation Commission and associated response are included in Attachment 2 - Comments, Responses, and Errata to the Draft IS/MND. Among their comments, the Transportation Commission requested additional signal warrant analyses be done and results be provided with the IS/MND. The additional warrant analyses were completed, and the results showed no warrants are met for a new signal with this project. All related information is provided in Attachment 2 - Comments, Responses, and Errata to the Draft IS/MND. No public comments were received at this meeting. The Transportation Commission recommended that the City Council adopt the IS/MND.

This project is not subject to the National Environmental Policy Act (NEPA) as no Federal funds are being expended for the project.

Respectfully Submitted,

Stefanie Kemen, Assistant Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-49

Attachment 1 - Draft ISMND

Attachment 2 - Comments, Responses and Errata to the Draft IS/MND

Attachment 3 - Public Workshop Written Comments Received and Responses

RESOLUTION NO. 17-49

ADOPTING AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION,
APPROVING THE MITIGATION MONITORING AND REPORTING PROGRAM, AND
APPROVING THE WOODCREEK OAKS BOULEVARD WIDENING PROJECT

WHEREAS, the City of Roseville, pursuant to the City of Roseville Procedures for the Preparation, Processing and Review of Environmental Documents (“the Procedures”), has submitted to the City Council, acting as Approving Authority pursuant to said Procedures, an Initial Study/Mitigated Negative Declaration for the Woodcreek Oaks Boulevard Widening Project located in Roseville, California (“the Project”); and

WHEREAS, the Council has considered the recommendation of staff and the Proposed Initial Study/Mitigated Negative Declaration, together with all public comments received during the public review process; and

WHEREAS, the City Clerk’s Department is the custodian of record of the record of proceedings and such documents are on file with the City Clerk’s Department; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that it finds on the basis of the Initial Study/Mitigated Negative Declaration, and the whole record, including public comments and other documents, that if the Woodcreek Oaks Boulevard Widening Project is conditioned with mitigation measures as proposed, there is no substantial evidence that the Project will have a significant effect on the environment; the Initial Study/Mitigated Negative Declaration reflects the independent judgment and analysis of the City of Roseville, and the Initial Study/Mitigated Negative Declaration for the Project is hereby adopted.

BE IT FURTHER RESOLVED, the Mitigation Monitoring and Reporting Program for the Woodcreek Oaks Boulevard Widening Project is hereby approved.

BE IT FURTHER RESOLVED that the Woodcreek Oaks Boulevard Widening Project as described in the Initial Study is hereby approved and staff is directed to move forward with the proposed project.

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



Woodcreek Oaks Boulevard Widening Project Initial Study/proposed Mitigated Negative Declaration

October 2016



311 Vernon Street
Roseville, CA 95678
Contact: Mark Morse
(916) 774-5334

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**NOTICE OF INTENT
TO ADOPT A MITIGATED NEGATIVE DECLARATION**

for the

Woodcreek Oaks Boulevard Widening Project — City of Roseville

Public Notice is hereby given that a Mitigated Negative Declaration (Environmental Report) is available for public review for the Woodcreek Oaks Boulevard Widening Project – City of Roseville.

Project Location: The proposed project is located in the City of Roseville, Placer County, northwest of I-80 and southwest of State highway 65. Woodcreek Oaks Boulevard currently serves as a local road connection between Blue Oaks Boulevard and Pleasant Grove Boulevard. The proposed project would widen a segment of Woodcreek Oaks Boulevard from Crimson Ridge Way south to 600 feet north of Pleasant Grove Boulevard.

Project Description: The project proposes to reconfigure approximately 1.5 miles of roadway to allow two travel lanes in each direction, Class II bike lanes, curb, gutter, sidewalk, curb ramps, center median, and drainage system improvements.

Document Review and Availability: The public review and comment period will extend for 31 days in accordance with CEQA Guidelines Section 15105 starting **October 21, 2016** and ending **November 21, 2016**. The Initial Study/Proposed Mitigated Negative Declaration (IS/MND) is available for public review at the following location:

- City of Roseville Permit Center
311 Vernon Street
Roseville, CA 95678
(8:00 A.M. to 5:00 P.M., Monday through Friday)

The IS/MND can also be viewed and/or downloaded at the City of Roseville website via the following:
http://www.roseville.ca.us/gov/development_services/planning/environmental_documents_n_public_notices.asp.

Comments/Questions: Comments and/or questions regarding the IS/MND may be directed to: Mark Morse, Environmental Coordinator, City of Roseville, City Manager's Office, 311 Vernon Street, Roseville, CA 95678 (916) 774-5334.

Public Meetings: The findings of the IS/MND will be presented to the City of Roseville Transportation Commission on November 15, 2016. Additionally, the IS/MND is tentatively scheduled for consideration and possible adoption by the Roseville City Council on **December 7, 2016**. City Council meetings start at 7:00 P.M. in the Roseville Council Chambers, 311 Vernon Street. Interested parties should call the Roseville City Clerk's Office to confirm meeting agendas, times, and dates (916) 774-5263.

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PROPOSED MITIGATED NEGATIVE DECLARATION

PROJECT TITLE: Woodcreek Oaks Boulevard Widening Project
PROJECT LOCATION: Woodcreek Oaks Boulevard, Roseville, Placer County, California
DATE: October 21, 2016
PROJECT APPLICANT: City of Roseville, Public Works Department
LEAD AGENCY: City of Roseville
CONTACT PERSON: Mark Morse, Environmental Coordinator: (916) 774-5334

PROJECT DESCRIPTION:

The project proposes to reconfigure approximately 1.5 miles of roadway to allow two travel lanes in each direction, Class II bike lanes, curb, gutter, sidewalk, curb ramps, center median, and drainage system improvements.

DECLARATION

The City of Roseville Environmental Coordinator has determined that the above project will have no significant effect on the environment and is therefore exempt from the requirement of an Environmental Impact Report (EIR). The determination is based on the attached initial study and the following findings:

- a) *The project will not degrade environmental quality, substantially reduce habitat, cause a wildlife population to drop below self-sustaining levels, reduce the number or restrict the range of special-status species, or eliminate important examples of California history or prehistory.*
- b) *The project does not have the potential to achieve short-term, to the disadvantage of long-term, environmental goals.*
- c) *The project will not have impacts that are individually limited, but cumulatively considerable.*
- d) *The project will not have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly.*
- e) *No substantial evidence exists that the project will have a negative or adverse effect on the environment.*
- f) *The project incorporates all applicable mitigation measures identified in the Initial Study.*
- g) *This Mitigated Negative Declaration reflects the independent judgment of the lead agency.*

Written comments shall be submitted no later than November 15, 2016. City Council determination on this Mitigated Negative Declaration is final.

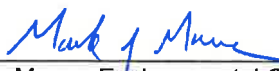
Submit comments to:

Mark Morse, Environmental Coordinator
City of Roseville, City Manager's Office
311 Vernon Street
Roseville, CA 95678

Posting Period:

October 21, 2016 through November 21, 2016

Initial Study approved by:



Mark Morse, Environmental Coordinator

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**Initial Study/ Proposed Mitigated
Negative Declaration**

Woodcreek Oaks Boulevard Widening Project

Lead Agency: City of Roseville
311 Vernon Street
Roseville, CA 95678

Prepared by:

DOKKEN ENGINEERING

110 BLUE RAVINE ROAD, SUITE 200

FOLSOM, CALIFORNIA 95630

(916) 858-0642

October 2016

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Appendix A — Mitigation Monitoring and Reporting Program
Appendix B — Road Construction Emissions Model

1.0 INTRODUCTION

This project-level Initial Study/Proposed Mitigated Negative Declaration (IS/MND) has been prepared for the Woodcreek Oaks Boulevard Widening Project (proposed project) to satisfy the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code [PRC] 21000 *et seq.*) and State CEQA Guidelines (14 California Code of Regulations [CCR] 15000 *et seq.*). The City of Roseville (City) is the lead agency for this project under CEQA.

1.1 Initial Study Purpose

CEQA requires that all State and local government agencies consider the environmental consequences of projects over which they have discretionary authority before acting on those projects. An Initial Study is a public document used by the decision-making lead agency to determine whether a project may have a significant impact on the environment. If it is determined that the proposed project may have a significant impact on the environment, but that these impacts will be reduced to a Less Than Significant Level through implementation of specific recommended mitigation measures, a Mitigated Negative Declaration shall be prepared.

This Initial Study has been prepared to identify and assess the anticipated environmental impacts of the Woodcreek Oaks Boulevard Widening project and relies on a combination of a previous environmental document and site-specific studies to address in detail the effects or impacts associated with the proposed project. In particular, this Initial Study assesses the extent to which the impacts of the proposed project have already been addressed in the Final Environmental Impact Report ("EIR") for Phase 1 of the *North Roseville Specific Plan* (certified August 1997) and the Final EIR for the *Amoruso Ranch Specific Plan* (certified June 15, 2016). In some instances, the City or consultants reporting to the City undertook new site-specific analyses to evaluate potential impacts resulting from implementation of the proposed project as consistent with, or no worse than, those impacts evaluated and disclosed within Phase 1 of the *North Roseville Specific Plan Environmental Impact Report* and the *Amoruso Ranch Specific Plan Environmental Impact Report*. Site-specific studies were also used where the City determined that particular impacts of the proposed project had not been thoroughly addressed in the previous EIR.

This IS/MND is a public information document that describes the proposed project, existing environmental setting at the project site, and potential environmental impacts of construction and operation of the proposed project. It is intended to inform decision-makers of the proposed project's compliance with CEQA and the State CEQA Guidelines.

1.2 Review Process

This IS/MND will be circulated for a 30-day public review and comment period as required by CEQA. During the review period, written comments may be submitted to:

Mr. Mark Morse
Environmental Coordinator
Roseville City Manager's Office
311 Vernon Street
Roseville, CA 95678
mmorse@roseville.ca.us

2.0 PROJECT DESCRIPTION

This section provides an overview of the proposed project and contains the information used to analyze potential effects on environmental resources.

2.1 Project Location

The project site is located in the City of Roseville, Placer County, northwest of I-80 and southwest of State Highway 65 (Figure 1 Project Vicinity, Figure 2 Project Location). Woodcreek Oaks Boulevard currently serves as a local road connection between Blue Oaks Boulevard and Pleasant Grove Boulevard. The proposed project will widen a 1.5 mile segment of Woodcreek Oaks Boulevard from Crimson Ridge Way south to 600 feet north of Pleasant Grove Boulevard.

2.2 Project Setting

Woodcreek Oaks Boulevard is in a generally north-to-south orientation. There are 5 residential intersections along the Woodcreek Oaks Boulevard project segment, including Horncastle Avenue, Marblethorpe Drive/Jonquil Drive, Camino Capistrano/Zinnia Way, Calle Las Casas, and Canevari Drive/Arsenault Drive.

The project segment of Woodcreek Oaks Boulevard south of Crimson Ridge Way has two drive lanes, bike lanes, sidewalks, and a landscaped median designed to accommodate widening into the median to convert the roadway to four lanes.

The proposed project area is generally flat to gently rolling with ground surface elevations ranging from approximately 110 feet above mean sea level (amsl) to approximately 135 feet amsl. Within Blue Oaks Park, Woodcreek Oaks Boulevard crosses over the South Branch of Pleasant Grove Creek with a bridge, where natural slopes vary in inclination with the creek channel thalweg at about elevation 95 feet amsl.

2.3 Project Description

The City of Roseville proposes to construct the Woodcreek Oaks Boulevard Widening Project, located in the City of Roseville, Placer County (Figures 1 and 2). The proposed project would widen 1.5 miles of Woodcreek Oaks Boulevard from two to four lanes, between Pleasant Grove Boulevard and Crimson Ridge Way. The widening occurs in two distinct settings: the developed Quail Glen Neighborhood, between Pleasant Grove Boulevard and Horncastle Avenue, and the Blue Oaks Park area, between Horncastle Avenue and Crimson Ridge Way, where a new bridge crossing of the South Branch of Pleasant Grove Creek is also proposed.

Improvements will begin on Woodcreek Oaks Boulevard approximately 600' north of Pleasant Grove Boulevard and end at Crimson Ridge Way. A private development called Campus Oaks will widen Woodcreek Oaks Boulevard between Blue Oaks Boulevard and Crimson Ridge Way. The Campus Oaks segment of Woodcreek Oaks Boulevard is expected to be constructed in late 2016, and will be the tie-in point for the City's project.

The project consists of reconfiguring approximately 1.5 miles of roadway to allow two travel lanes in each direction, Class II bike lanes, curb, gutter, sidewalk, curb ramps, center median, and drainage system improvements. Improvements will be consistent with current City of Roseville design and construction standards and West Placer Stormwater Quality Design Manual (April 2016). Where applicable and to the greatest extent possible, the road shall be widened by narrowing the existing median, thereby protecting and maintaining existing curb, gutter and sidewalk infrastructure, and protecting the existing trees and landscaping currently existing in the median to the greatest extent practicable.

The roadway would include one 12' lane and one 11' lane, a 5' bike lane, and a 3' curb and gutter in each direction. The northbound and southbound lanes would be separated by a 14' landscaped median. From Pleasant Grove Boulevard to Horncastle Avenue, the existing meandering 7' landscaped strips often separate the roadway from the 8' sidewalk. From Horncastle Avenue to Crimson Ridge Way, 6' sidewalks

would be adjacent to the roadway; however, some sections may be separated from the roadway with landscaped strips. At the left turn lanes, the landscaped median would be tapered down to 2' segments and 12' left turn lanes would be constructed.

Drainage improvements include pipe extensions and reconfiguration of existing inlets and manholes. Additional low impact development (LID) improvements include additional tree plantings within the medians, and incorporation of bioswales within the existing right-of-way within the Blue Oaks Park segment of the roadway, adjacent to the proposed bridge.

Existing curb ramps not in compliance with the ADA Transition Plan will be replaced.

Signal modifications to relocate loop detectors and adjust turn pockets will be necessary. Signal standards will be modified or replaced to allow for longer mast arms.

The project also includes constructing a new bridge adjacent to the existing bridge over South Branch Pleasant Grove Creek. The new bridge will be approximately 130' long and 50' wide and will parallel the existing bridge with an approximately 6' gap separating the bridges. The existing bridge will be restriped to carry the southbound lanes and the new bridge will carry the northbound lanes. Both the new and existing bridge widths will provide sufficient width to carry bridge railings at each edge of deck, a sidewalk or a multi-use path, two shoulders/bike lanes and two vehicle travel lanes. The new bridge deck will consist of a reinforced concrete slab, supported by two linear sets of extension piers and reinforced concrete abutments supported on a pile foundation. The new bridge and roadway profile would be elevated to provide the necessary freeboard over the 100-year flood event water surface elevation for South Branch Pleasant Grove Creek.

The planned improvements are not expected to require right of way acquisition. This is a City Capital Improvement Project which will not involve any land-use decisions affected by the California Department of Water Resources Urban Level of Flood Protection.

The proposed project would require coordination with existing telephone, electric, water, reclaimed water, sewer, gas, and fiber optics utilities. The project would continue to accommodate these existing utilities. A reclaimed water line passes under the proposed bridge, which will be left in place. If, during future design, it is determined the reclaimed water line cannot be left in place, the utility would be relocated within the current right-of-way and easements or attached to the new bridge. An existing sewer line is anticipated to be protected in place as well; however, if during future design, it is determined the sewer line cannot be left in place, it will be relocated within the existing right-of-way and easements. None of the existing facilities conflict with the proposed widening of Woodcreek Oaks Boulevard.

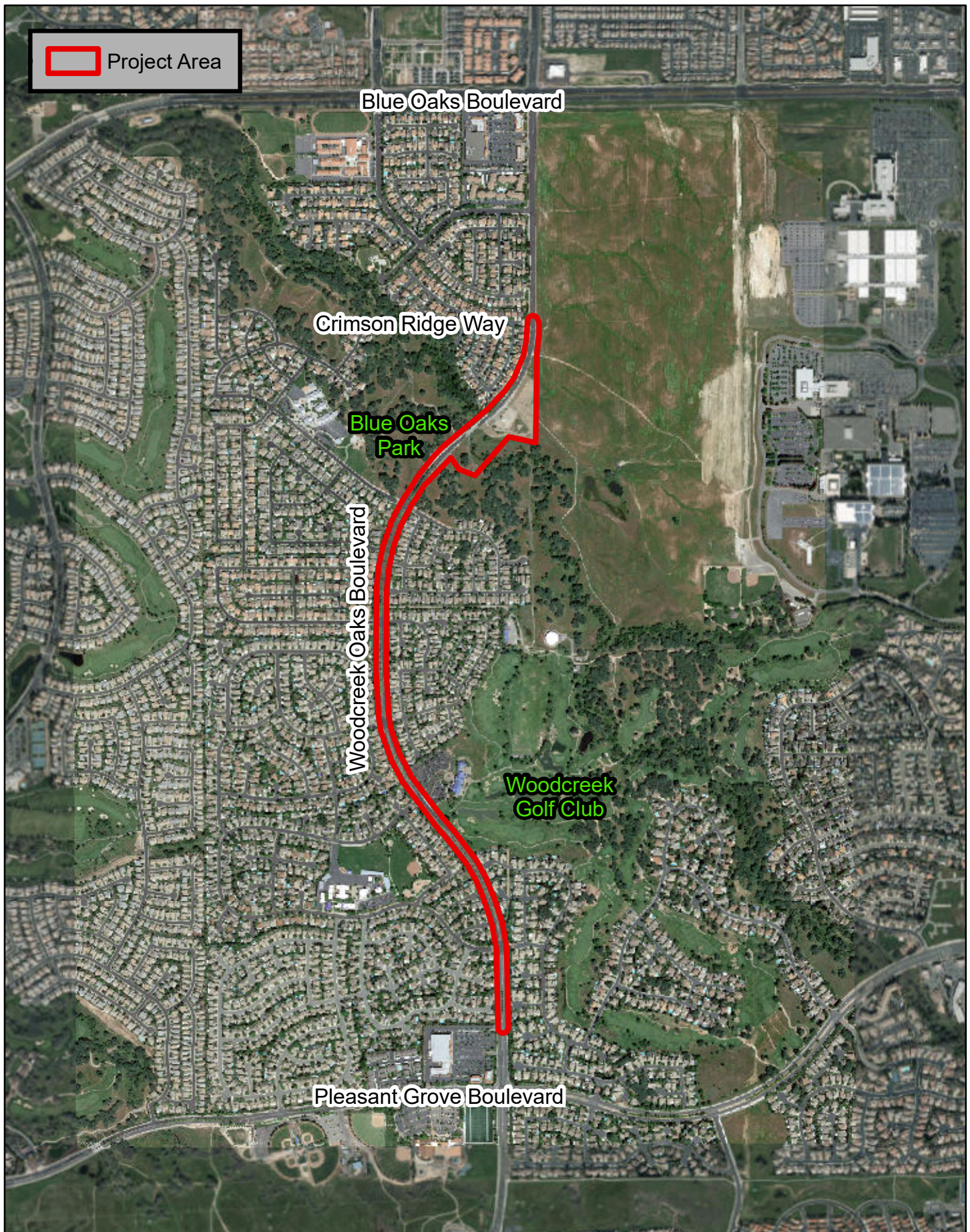
The City of Roseville proposes to widen the roadway using local funds for engineering, environmental, construction, and construction engineering.



FIGURE 1

Project Vicinity

Woodcreek Oaks Boulevard Widening Project
City of Roseville, Placer County, California



Source: ESRI 2016. Created by: Dokken Engineering, 2016



0 500 1,000 2,000 3,000 4,000 Feet

Figure 2

Project Location

Woodcreek Oaks Boulevard Widening Project
City of Roseville, Placer County, California

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2.4 Background

The Proposed project is located within Phase 1 of the North Roseville Specific Plan area (Plan Area) (EIP Associates 1997) and the Northwest Roseville Specific Plan. Phase 1 of the North Roseville Specific Plan Area includes approximately 749 acres of the City of Roseville and is located directly west of Foothills Boulevard, north of Blue Oaks Boulevard to the City limits and south of Blue Oaks Boulevard to the Woodcreek Golf Club. The Northwest Roseville Specific Plan includes approximately 2,650 acres and is bounded on the north by the North Roseville Industrial Area, on the east by Highway 65, on the south by Baseline Road, and on the west by the west boundary of Section 32.

The *North Roseville Specific Plan Environmental Impact Report* was prepared in May 1997 pursuant to the California Environmental Quality Act (CEQA). The final EIR was certified in July 1997 and Phase 1 of the Plan Area was subsequently adopted in August 1997 (EIP Associates 1997). The Northwest Roseville Specific Plan Final EIR was adopted by the City of Roseville City Council on May 10, 1989. Additionally, the Proposed project is within the area studied by the *Amoruso Ranch Specific Plan Environmental Impact Report*. The *Amoruso Ranch Specific Plan Environmental Impact Report* was certified by the City of Roseville City Council on June 15, 2016.

2.5 Construction

It is estimated that construction of the proposed project would take between 9 and 13 months, beginning in June 2017 and ending by approximately August 2018.

Activities

The project site would be prepared to accommodate the widened roadway and new bridge over South Branch Pleasant Grove Creek. For areas to be disturbed, this work would remove above ground material including all vegetation, non-salvageable trees, and debris. Existing vegetation and trees within the medians and landscaped sidewalks would not be disturbed or removed to the greatest extent practicable. Following initial clearing, the site would be rough-graded.

Construction of the project would require narrowing of the existing median along Woodcreek Oaks Boulevard and widening Woodcreek Oaks Boulevard within Blue Oaks Park. Narrowing of the median will require the existing curbs, base, soils, and some vegetation to be removed to accommodate the additional lanes of traffic. The existing vegetation and trees within the medians would be maintained to the greatest extent practicable. Widening of Woodcreek Oaks Boulevard will consist of grading, placing aggregate base, paving, and striping the new roadway.

Additionally, the proposed bridge will be a three-span, cast-in-place, reinforced concrete-slab bridge. Equipment access routes will be cleared and graded; however, these cleared sites will be treated with erosion control and revegetated following construction. If the creek is still flowing during construction, any flowing water will be piped through the construction site using a coffer dam upstream and downstream of the project to direct water into culvert pipes. The piling for the pile extension piers and abutments will be installed adjacent to South Branch Pleasant Grove Creek. The pile extension piers will be installed using an impact pile driver. Falsework will be installed to provide support for placing the concrete bridge deck. The bridge deck formwork and reinforcing steel will be placed and the concrete will be cast. Formwork and falsework will be removed after the concrete has been cured. The roadway embankment and slopes will be placed and compacted behind and adjacent to the bridge abutments. The concrete bridge railing and sidewalks will be placed and the approach roadway will be paved and striped.

Construction Access and Staging

Construction access to the project site is available from existing public roadways (Blue Oaks Boulevard and Pleasant Grove Boulevard to Woodcreek Oaks Boulevard). Construction staging is anticipated to occur within the vacant lot northeast of the existing bridge. All construction staging (equipment and materials)

would be located within the project area. It is anticipated construction may require temporary closure of travel lanes, but one lane would remain open at all times.

Construction Phases and Equipment

A list of the construction phases and equipment that may be used during the project is provided in **Table 1** below:

Table 1 — Construction Phases and Equipment

Phase	Equipment	Number of Pieces
Initial clearing	Skip Loader	1
	Excavator	1
Rough-grading	Skip Loader	1
	Excavator	1
	Scraper	1
Drainage and utilities	Loader/Backhoe	1
	Grader	1
Excavation and foundation work	Loader/Backhoe	2
	Crane	1
	Dump Truck	1
	Impact Pile Driver	1
	Roller	1
	Bulldozer	1
	Drill Rig	1
	Concrete Truck	1
Finish grading	Loader/Backhoe	1
	Scraper	1
	Paver	1
Landscaping	Loader/Backhoe	1
	Trencher	1

2.6 City Of Roseville Mitigating Ordinances, Guidelines, and Standards

The CEQA Guidelines allow the use of previously adopted development policies or standards as mitigation for the environmental effects of future projects, when the standards have been adopted by the City with findings, based on substantial evidence, that the policies or standards will substantially mitigate environmental effects, unless substantial new information shows that the policies or standards will not substantially mitigate the effects (§15183[f]). In April 2008, the City of Roseville adopted Findings of Fact related to the mitigating policies and standards, and adopted the City of Roseville CEQA implementing procedures for the preparation, processing, and review of environmental documents (Resolution 08-172). These Findings are applicable to the following regulations and ordinances, which include standards and policies that are uniformly applied throughout the City, and will substantially mitigate specified environmental effects of future projects:

- Noise Regulation (RMC Ch.9.24)
- Urban Stormwater Quality Management and Discharge Control Ordinance (RMC Ch.14.20)
- Stormwater Quality Design Manual (Resolution 07-432)
- City of Roseville Design and Construction Standards (Resolution 07-137)
- Community Design Guidelines (Resolution 95-347)
- Tree Preservation Ordinance (RMC Ch.19.66)

The City's Mitigating Ordinances, Guidelines, and Standards are referenced, where applicable, in the Environmental Checklist, and will be implemented as part of the proposed project to reduce potential impacts to a Less Than Significant Level.

2.7 Environmental Commitments

In addition to the City's Mitigating Ordinances, Guidelines, and Standards discussed above, the following Best Management Practices (BMPs) will be implemented in order to avoid and/or minimize potential impacts due to construction of the proposed project.

BMP — 1: Tree Preservation Ordinance Measures

The requirements of the City of Roseville Tree Preservation Ordinance (RMC 19.66) will be implemented, including avoidance, minimization, or compensation for the removal or disturbance of native oak trees greater than six inches diameter at breast height (DBH) during construction. If native oak trees will be affected by the project, the City will prepare a tree mitigation plan that identifies trees that qualify for protection and specifies mitigation for impacts, including temporary construction impacts associated with any work required within the drip line of native oaks. For any oak trees that would be removed, the City will develop a replacement planting plan to be included in the construction documents or purchase credits through the City maintained In-lieu fee program.

BMP — 2: Biological Resource Protection Measures

The following measures will be incorporated into the construction specifications for the proposed project to reduce and control potential impacts to biological resources consistent with various City, state, and federal policies:

- Prior to the start of construction activities, the project limits in proximity to jurisdictional waters must be marked with high visibility Environmentally Sensitive Area (ESA) fencing or staking to ensure construction will not further encroach into waters. The project biologist will periodically inspect the ESA to ensure sensitive locations remain undisturbed.
- Prior to arrival at the project site and prior to leaving the project site, construction equipment that may contain invasive plants and/or seeds must be cleaned to reduce the spreading of noxious weeds.
- All temporarily disturbed areas will be restored following construction. All plant material used to re-vegetate temporarily disturbed areas will be locally appropriate native species. The re-vegetation plan must not include any species listed by Cal-IPC as invasive.
- Plastic mono-filament netting (erosion control matting) or similar material that could trap wildlife must not be used. Acceptable substitutes include jute, coconut coir matting or tackified hydroseeding compounds.
- A pre-construction clearance survey will be conducted by the project biologist to verify that no wildlife is located within the project area before ground disturbing activities.
- The contractor must not apply rodenticide or herbicide within the project area during construction.
- The contractor must dispose of all food-related trash in closed containers, and must remove it from the project area each day during construction. Construction personnel must not feed or attract wildlife to the project area.

BMP — 3: Storm Water Pollution Prevention Plan

Because the project would disturb more than an acre, the project contractor will be required to implement a storm water pollution prevention plan (SWPPP) to comply with the National

Pollutant Discharge Elimination System (NPDES) general permit administered by the State Water Resources Control Board (refer to <http://www.swrcb.ca.gov/stormwtr/index.html> for more information on the NPDES permit process). The SWPPP would identify structural and nonstructural BMPs to control erosion. The SWPPP will include a spill prevention and control plan to ensure transport, storage, and handling of hazardous materials required for construction is conducted in a manner consistent with relevant regulations and guidelines

In addition, the project will comply with the City's design/construction standards (refer to http://www.roseville.ca.us/gov/development_services/engineering_land_development/design_construction_standards.asp) and the City's Stormwater Quality BMP Guidance Manual for Construction (2011). The project would also implement the applicable requirements of the West Placer Storm Water Quality Design Manual (West Placer 2016).

Contract specifications will include the following BMPs, where applicable, to reduce erosion during construction:

- Implementation of the project will require approval of a site-specific Storm Water Pollution Prevention Plan (SWPPP) that would implement effective measures to protect water quality, which may include a hazardous spill prevention plan and additional erosion prevention techniques;
- Existing vegetation will be protected in place where feasible to provide an effective form of erosion and sediment control;
- Stabilizing materials will be applied to the soil surface to prevent the movement of dust from exposed soil surfaces on construction sites as a result of wind, traffic, and grading activities;
- Roughening and terracing will be implemented to create unevenness on bare soil through the construction of furrows running across a slope, creation of stair steps, or by utilization of construction equipment to track the soil surface. Surface roughening or terracing reduces erosion potential by decreasing runoff velocities, trapping sediment, and increasing infiltration of water into the soil, and aiding in the establishment of vegetative cover from seed.

BMP — 4: Water Quality Measures

No work, including staging or storage of construction equipment or materials, shall occur below the elevation of the 100-year water surface elevation from November 1st through April 15th, during the flood season.

BMP — 5: Noise Control Measures

The following measures will be incorporated into the construction specifications for the proposed project to reduce and control noise generated by construction-related activities, consistent with City ordinances and standards:

- All construction equipment will have sound-control devices no less effective than those provided on the original equipment. No equipment will have an unmuffled exhaust.
- Appropriate additional noise-reducing measures will be implemented, including (but not limited to) the following: stationary construction equipment will be located as far as possible from sensitive land uses as described in the City of Roseville General Plan Noise Element (residential areas, schools, and hospitals); sensitive uses will be identified on construction drawings; and equipment idling will be prohibited when the equipment is not in use.

BMP — 6: Traffic Control Plan

The City will require the construction contractor to implement a traffic control plan, including a construction schedule and plan to meet the City's notice procedures, before construction activities are initiated. This plan would identify general methods by which construction activities will be managed to minimize substantial delays to traffic. These methods may include (but are not limited to):

- Appropriately sequencing activities (e.g., segment phasing, timing of grading, hours of construction) to minimize effects on traffic flow,
- Maintaining traffic flow in the project area to the extent possible, and
- Maintaining bicycle and pedestrian access.

BMP — 7: Solid Waste Measures

As per the City's Design and Construction Standards for Solid Waste (Section 151) (City of Roseville 2014), the City will ensure that contractors meet with the designated Roseville Environmental Utilities Inspector prior to beginning work to ensure that an approved plan is in place to store and dispose of all construction debris, according to relevant federal, State, and local statutes.

2.8 Required Permits and Approvals

The following permits and/or approvals are anticipated for the proposed project:

- Section 1602 Streambed Alteration Agreement — California Department of Fish and Wildlife (CDFW);
- Section 404 Nationwide Permit – U.S. Army Corp of Engineers (USACE);
- Section 401 Water Quality Certification – Regional Water Quality Control Board (RWQCB);
- Adoption of the Mitigated Negative Declaration for the Proposed project and a Mitigation Monitoring and Reporting Plan are enclosed as **Appendix A** of this document – Roseville City Council; and
- Project Approval – Roseville City Council.

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3.0 INITIAL STUDY CHECKLIST

The California Environmental Quality Act (CEQA) Guidelines recommend that lead agencies use an Initial Study checklist to determine the potential impacts of the proposed project on the physical environment. The checklist provides a list of questions concerning a comprehensive array of environmental issue areas potentially affected by the proposed project. This section of the Initial Study incorporates a portion of the Appendix “G” environmental checklist form, contained in the CEQA Guidelines (revised 2014). Impact questions and responses are included in both tabular and narrative formats for each of the 17 environmental topic areas. There are four possible answers to the environmental impacts checklist questions on the following pages. Each possible answer is explained herein:

- 1) A **“Potentially Significant Impact”** is appropriate if there is enough relevant information and reasonable inferences from that information that a fair argument can be made to support a conclusion that a substantial or potentially substantial adverse change may occur to any of the physical conditions within the area affected by the proposed project. When one or more “Potentially Significant Impact” entries are made, an EIR is required.
- 2) A **“Less Than Significant With Mitigation Incorporated”** answer is appropriate when the Applicant has agreed to incorporate a mitigation measure to reduce an impact from “Potentially Significant” to “Less Than Significant.” For example, impacts to flood waters could be reduced from a “Potentially Significant Impact” to a “Less Than Significant Impact” by relocating a building to an area outside the floodway. The lead agency must describe the mitigation measures, and briefly explain how the measures would reduce the impact to a “Less Than Significant Level.”
- 3) A **“Less Than Significant Impact”** is appropriate if there is evidence that one or more environmental impacts may occur, but the impacts are determined to be less than significant or the application of development policies and standards to the project will reduce the impact(s) to a “Less Than Significant Level.” For example, the application of the City’s Improvement Standards reduces potential erosion impacts to a “Less Than Significant Impact.”
- 4) A **“No Impact”** answer is appropriate where it can be clearly seen that the impact at hand does not have the potential to adversely affect the environment. For example, a project in the center of an urbanized area will clearly not have an adverse effect on agricultural resources or operations.

All answers must take into account the whole action involved, including off-site as well as on-site, cumulative, as well as project-level, indirect as well as direct, and construction as well as operational impacts, except as provided for under CEQA Guidelines Section 15183 and CEQA Section 21083.3.

A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources cited in the parentheses following each response. A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards.

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a “Less than Significant with Mitigation Incorporated” as indicated by the checklist on the following pages.

- | | | |
|--|--|---|
| ☐ Aesthetics | ☐ Agriculture and Forestry | ☐ Air Quality |
| ☒ Biological Resources | ☒ Cultural Resources | ☐ Geology/ Soils |
| ☐ Greenhouse Gas Emissions | ☐ Hazards and Hazardous Materials | ☐ Hydrology/ Water Quality |
| ☐ Land Use/ Planning | ☐ Mineral Resources | ☒ Noise |
| ☐ Population/ Housing | ☐ Public Services | ☐ Recreation |
| ☐ Transportation/ Traffic | ☐ Tribal Cultural Resources | ☐ Utilities/ Service Systems |
| ☒ Mandatory Findings of Significance | | |

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the Proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the proposed project have been made by or agreed to by the applicant. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the Proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the Proposed project MAY have a "Potentially Significant Impact" or "Potentially Significant Unless Mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the Proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR OR NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the Proposed project, nothing further is required.


 Mark Morse, Environmental Coordinator

10-18-16
 Date
 City of Roseville
 Organization

3.1 Aesthetics

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings along a scenic highway?	☐	☐	☐	☒
c. Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☒	☐
d. Create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area?	☐	☐	☐	☒

Discussion of Checklist Answers:

- a,b. No Impact.** The City has not designated any specific scenic vistas to be protected in the City of Roseville, and there is not a state-designated scenic highway in the project vicinity. There would be **No Impact**. No mitigation is required.
- c. Less Than Significant Impact.** The Proposed project would involve the widening of Woodcreek Oaks Boulevard, an existing roadway and construction of a new bridge adjacent to an existing bridge over South Branch Pleasant Grove Creek. No new operational characteristics would be introduced that would substantially degrade the existing visual character of the site. Construction of the proposed project would require widening the roadway into the existing unlandscaped portions of the medians along Woodcreek Oaks Boulevard, and widening Woodcreek Oaks Boulevard within Blue Oaks Park with a new bridge over the South Branch of Pleasant Grove Creek. The project will avoid removal of vegetation and trees within the previously landscaped portions of the existing medians along Woodcreek Oaks Boulevard to the greatest extent practicable.
- The proposed project may involve removal of existing trees and vegetation as part of the widening within the existing medians and storm drainage improvements. Impacts to native oaks would be mitigated consistent with the City of Roseville Tree Preservation Ordinance. In the context of the existing tree canopy, the proposed removals would not substantially degrade the existing visual quality of the site. Furthermore, the project would include tree plantings in certain areas including the medians and existing landscape, where feasible. Drainage improvements would also not significantly degrade the existing visual character, and related impacts would therefore be considered **Less Than Significant**.
- d. No Impact.** The Proposed project would not include any project components that could increase glare in the project area. The project may involve the installation of new light fixtures along the new bridge over the South Branch of Pleasant Grove Creek; however, this lighting would conform to City standards and would be downward shielded. No new substantial source of light or glare that would adversely affect nighttime views in the area is proposed by the Project. There would be **No Impact**. No mitigation is required.

3.2 Agriculture and Forest Resources

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b. Conflict with existing zoning for agricultural use or conflict with a Williamson Act contract?	☐	☐	☐	☒
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d. Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e. Involve other changes in the existing environment that, due to their location or nature, could result in conversion of Farmland to non-agricultural use?	☐	☐	☐	☒

Discussion of Checklist Answers:

- a-e. No Impact.** According to the *California Important Farmland Finder*, the site contains no Prime Farmland, Unique Farmland, Farmland of Statewide Importance, or active agricultural operations. Additionally, the proposed project area is surrounded by open space, commercial and residential land uses. While the proposed project area contains some area of riparian woodland, it is not zoned as forest land or Timberland Production. Therefore, the proposed project would not involve the loss of any forest land. The project site is not zoned for any agricultural use nor is it designated for agricultural use by the City's General Plan or Zoning Ordinance (City of Roseville 2010). No agricultural operations exist in the project vicinity, and the project would not involve any changes that could result in conversion of any farmland to a non-agricultural use or forestland to non-forestland use. Therefore, there would be **No Impact** related to agricultural and/or forest resources. No mitigation is required.

3.3 Air Quality

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☒	☐
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is a non-attainment area for an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?	☐	☐	☒	☐
d. Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
e. Create objectionable odors affecting a substantial number of people?	☐	☐	☒	☐

Discussion of Checklist Answers:

- a. **Less Than Significant Impact.** Project development would occur under the jurisdiction of the Placer County Air Pollution Control District (PCAPCD) within the Sacramento Valley Air Basin (SVAB). The SVAB is designated unclassified for the federal particulate matter 2.5 microns in diameter (PM_{2.5}) and non-attainment for the State particulate matter 10 microns in diameter (PM₁₀) standards, as well as for both the federal and State ozone standards. In order to address the federal non-attainment status for ozone, the PCAPCD, along with other local air districts in the SVAB, is required to comply with and implement the State Implementation Plan (SIP) to demonstrate when and how the region can attain the federal ozone standards (CARB 2013). As such, the PCAPCD, along with the other air districts in the region, prepared the Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan (Plan) in December 2008 (CARB 2014). The PCAPCD adopted the Plan on February 19, 2009. The California Air Resources Board (CARB) determined that the Plan meets Clean Air Act requirements and approved the Plan on March 26, 2009 as a revision to the SIP. Accordingly, the Plan is the applicable air quality plan for the proposed project site. It should be noted that an update to the Plan, the Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan (2013 SIP Revisions), has been prepared and was approved and adopted on September 26, 2013. The 2013 Revisions to the Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan were submitted to the U.S. Environmental Protection Agency (USEPA) as a revision to the SIP in November 2013. USEPA has found adequate the motor vehicle emissions budgets within the revised SIP, their findings are effective as of August 25, 2014.

The Plan demonstrates how existing and new control strategies would provide the necessary future emission reductions to meet the federal Clean Air Act requirements, including the National Ambient Air Quality standards (NAAQS). Adoption of all reasonably available control measures is required for

attainment. Measures could include, but are not limited to the following: regional mobile incentive programs; urban forest development programs; and local regulatory measures for emission reductions related to architectural coating, automotive refinishing, natural gas production and processing, asphalt concrete, and various others.

A conflict with, or obstruction of, implementation of the Plan could occur if a project generates greater emissions than what has been projected for the site in the emission inventories of the Plan. Emission inventories are developed based on projected increases in population, employment, regional vehicle miles traveled (VMT), and associated area sources within the region, which are based on regional projections that are, in turn, based on the General Plan Land Use and Zoning Designations for the region. In addition, general conformity requirements of the Plan include whether a project would cause or contribute to new violations of any NAAQS, increase the frequency or severity of an existing violation of any NAAQS, or delay timely attainment of any NAAQS.

The Proposed project would not modify the existing land use or operations on the site. The Proposed project would include widening an existing roadway from two lanes to four. The widening would also allow for bike lanes, thereby encouraging alternative modes of transportation. Thus, the proposed project would not conflict with the emissions inventories of the Plan, and would be considered consistent with the Plan. In addition, the PCAPCD's permits, rules, and regulations are in compliance with the Plan, and the proposed project is required to comply with all applicable PCAPCD rules and regulations. Furthermore, as analyzed and determined in the discussions below, the proposed project would not result in project-level construction emissions that would exceed the applicable thresholds of significance. Thus, the proposed project would not cause or contribute to new violations of any NAAQS, increase the frequency or severity of an existing violation of any NAAQS, or delay timely attainment of any NAAQS.

Because the Proposed project would not conflict with the emissions inventories of the Regional Air Quality Plan, would result in emissions below the thresholds of significance, and would not conflict with or obstruct implementation of the applicable Air Quality Plan, impacts would be considered **Less Than Significant**. No mitigation is required.

- b. **Less Than Significant Impact.** In order to evaluate ozone and other criteria air pollutant emissions and support attainment goals for those pollutants, the PCAPCD recommends significance thresholds for emissions of PM₁₀, carbon monoxide (CO), and ozone precursors – reactive organic gases (ROG) and nitrous oxides (NO_x). The significance thresholds, expressed in pounds per day (lbs/day), listed in **Table 2** below are the PCAPCD's recommended thresholds of significance for use in the evaluation of air quality impacts associated with proposed development projects. The City of Roseville, as Lead Agency, utilizes the PCAPCD's recommended construction phase criteria air pollutant thresholds of significance for CEQA evaluation purposes. Thus, if the proposed project's emissions exceed the pollutant thresholds presented in **Table 2**, the project could have a significant effect on air quality and the attainment of federal and State Ambient Air Quality Standards.

Table 2 — PCAPCD Recommended Thresholds of Significance

Pollutant	Construction Threshold (lbs/day)
ROG	82
NO _x	82
PM ₁₀	82
CO	550

Source: PCAPCD 2012.

Implementation of the proposed project would contribute local emissions in the area during construction. Short-term construction-related emissions resulting from project construction were estimated using the Roadway Construction Emissions Model version 7.1.5.1, a model developed by

Jones & Stokes and TIAX LLC in partnership with the Sacramento Metropolitan Air Quality Management District (SMAQMD 2013).

Construction Emissions

During construction of the project, various standard types of equipment and vehicles would temporarily operate on the project site. Construction exhaust emissions would be generated from construction equipment, earth movement activities, construction worker commutes, and construction material hauling for the entire construction period. The aforementioned activities would involve the use of diesel- and gasoline-powered equipment that would generate emissions of criteria pollutants. Project construction activities also represent sources of fugitive dust, which includes PM emissions. As construction of the proposed project would generate air pollutant emissions intermittently within the alignment and vicinity of the alignment, until all construction has been completed, construction is a potential concern because the proposed project is in a non-attainment area for ozone and PM.

The project is required to comply with all PCAPCD rules and regulations for construction, including, but not limited to Rule 202 related to visible emissions and Rule 228 related to fugitive dust, which would be noted on City-approved construction plans. In addition, the City has adopted construction standards that apply to all projects within the City limits that require projects to meet specific engineering and design requirements. The Proposed project would be required to comply with the City's Department of Public Works Construction Standards, Section 111, that are intended to minimize fugitive dust and PM₁₀ emissions during construction activities. Compliance with the engineering and design requirements would be noted on City-approved construction plans as well.

As shown in **Table 2** above, the PCAPCD-recommended threshold of significance for construction is 82 pounds per day for ROG, NOX, and PM₁₀ and 550 pounds per day for CO (PCAPCD 2016). **Table 3** below presents the estimated construction-related emissions of ROG, NOX, PM₁₀, and CO resulting from the proposed project.

Table 3 — Maximum Unmitigated Project Construction Emissions

Pollutant	Project Emissions (lbs/day)	PCAPCD Significance Threshold (lbs/day)
ROG	6.26	82.0
NO _x	69.07	82.0
PM ₁₀	23.45	82.0
CO	40.37	550.0

Source: Road Construction Emissions Model, August 2016 (**Appendix B**).

As shown in **Table 3**, the project's associated short-term construction-related emissions would be well below the PCAPCD recommended thresholds of significance. Therefore, construction activities associated with development of the proposed project would not substantially contribute to the PCAPCD's non-attainment status for ozone or PM. Because the Proposed project would not result in emissions above the PCAPCD's recommended thresholds of significance and would comply with PCAPCD rules and regulations for construction, the project would be considered to result in a **Less Than Significant Impact** associated with construction emissions.

Operational Emissions

Operational emissions of ROG, NOX, CO, and PM₁₀ are generated by mobile and stationary sources, including day-to-day activities such as vehicle trips to and from a project site, natural gas combustion from heating mechanisms, landscape maintenance equipment exhaust, and consumer products (e.g., deodorants, cleaning products, spray paint, etc.). However, as discussed previously, the proposed project would not significantly modify the existing land use or operations on the project site. Thus, the

proposed project would not involve mobile, stationary, or area sources and new operational emissions would not occur. Therefore, the proposed project would be considered to result in a **Less Than Significant Impact** associated with operational emissions.

Conclusion

The Proposed project would not exceed the applicable thresholds of significance for air pollutant emissions during construction or operation. The Proposed project would not violate any air quality standard or contribute substantially to an existing or projected air quality violation. Therefore, implementation of the proposed project would result in a **Less Than Significant Impact** impact related to air quality. No mitigation is required.

- c. **Less Than Significant Impact.** The Proposed project is within a non-attainment area for ozone and PM. The growth and combined population, vehicle usage, and business activity within the non-attainment area from the project, in combination with other past, present, and reasonably foreseeable projects within the City of Roseville and surrounding areas, could either delay attainment of the standards or require the adoption of additional controls on existing and future air pollution sources to offset emission increases.

The proposed project would only involve new emissions during construction. Since the proposed project is designed to facilitate cumulative growth in traffic volume as disclosed in the ARSP EIR, traffic emissions from long-term operation of the proposed project have already been accounted for. Construction emissions are a one-time release and would occur temporarily. Accordingly, the incremental contribution of the proposed project's construction-related emissions would not be cumulatively considerable. Therefore, the proposed project would result in a **Less Than Significant Impact**, cumulatively. No mitigation is required.

- d. **Less Than Significant Impact.** As presented above, CO emissions were determined to be well below thresholds during both construction and operation of the proposed project. Emissions of CO results from the incomplete combustion of carbon-containing fuels such as gasoline or wood and are particularly related to traffic levels. The proposed bike lanes and sidewalk improvements would connect to the existing Pleasant Grove Creek Trail within an existing park and would be accessible to pedestrians and bicyclists via access points off of Woodcreek Oaks Boulevard into Blue Oaks Park; therefore, the proposed project would not result in a land use which would be unique to the community and would not generate a substantial increase in vehicle trips to the area. Further, significant traffic congestion, which can lead to elevated concentrations of vehicle emissions at intersections, is not expected within the project limits. Accordingly, the proposed project would not cause substantial levels of CO at surrounding intersections or generate localized concentrations of CO that would exceed standards.

Toxic Air Contaminants (TACs) are a category of environmental concern as well. The CARB's *Air Quality and Land Use Handbook: A Community Health Perspective* (Handbook) provides recommendations for citing new sensitive land uses near sources typically associated with significant levels of TAC emissions, including, but not limited to, freeways and high traffic roads, distribution centers, and rail yards (CARB 2005). The CARB has identified diesel particulate matter (DPM) from diesel-fueled engines as a TAC; thus, high volume freeways, stationary diesel engines, and facilities attracting heavy and constant diesel vehicle traffic are identified as having the highest associated health risks from DPM. Health risks from TACs are a function of both the concentration of emissions and the duration of exposure. Health-related risks associated with DPM in particular are primarily associated with long-term exposure and associated risk of contracting cancer.

Because the Proposed project does not involve on-site operations other than recreational use by pedestrians and bicyclists, long-term operation of any stationary diesel engine or other major on-site stationary source of TACs would not occur. Emissions of DPM resulting from construction-related equipment and vehicles would be temporary and sensitive receptors from the surrounding

neighborhood would not be exposed to substantial long-term concentrations of DPM emissions associated with construction of the proposed project.

Furthermore, the proposed project would not introduce any sensitive receptors to the area, and, thus, would not expose sensitive receptors to any existing sources of substantial pollutant concentrations.

In conclusion, the proposed project would not introduce sensitive receptors to the area and would not generate substantial levels of pollutant concentrations that would expose existing sensitive receptors in the area. Therefore, impacts related to exposing sensitive receptors to substantial pollutant concentrations would be a ***Less Than Significant Impact***. No mitigation is required.

- e. ***Less Than Significant Impact***. While offensive odors rarely cause any physical harm, they can be unpleasant, leading to considerable distress among the public and often generating citizen complaints to local governments and air districts. Project-related odor emissions would be limited to the construction period, when emissions from equipment may be evident in the immediately surrounding area. These activities would be short-term and are not likely to result in nuisance odors that would violate PCAPCD odor regulations. This impact is therefore considered to be a ***Less Than Significant Impact***. No mitigation is required.

3.4 Biological Resources

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marshes, vernal pools, coastal wetlands, etc.) through direct removal, filling hydrological interruption, or other means?	☐	☒	☐	☐
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐
f. Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

Discussion of Checklist Answers:

- a. **Less Than Significant Impact With Mitigation Incorporated.** Based on a records search of the California Natural Diversity Database (CNDDDB), the U.S. Fish and Wildlife Service (USFWS), and California Native Plant Society (CNPS) lists as well as field observations, several special-status species are found to have the potential to occur onsite or in the vicinity of the site. The CNDDDB special-status species occurrences in the project vicinity are shown in Appendix B of the *Biological Resources Report* prepared by Dokken engineering in August 2016 for the proposed project.

Special-Status Plants

Preliminary literature research determined special status plant species had the potential to occur in the vicinity of the project. Literature review and database searches identified 10 special status plant species with potential to occur within the vicinity of the project. The specific soil and habitat requirements of each species as well as known occurrences of each species were further researched. Based on habitat assessments, soil maps, botanical surveys and recorded occurrences of regional special status plant species, 2 special status plant species (Dwarf Downingia [Downingia pusilla] and Sanford's arrowhead [Sagittaria sanfordii]), have the potential to occur within the BSA and are discussed below.

Dwarf Downingia

A review of the known occurrence of dwarf downingia suggests that the BSA is located within the current range of the species. The BSA is within suitable elevation range of the species and potentially suitable mesic valley and foothill grassland communities for the species are present within oak woodland portions of the BSA. During the August 11th 2016 field survey, dwarf downingia was not observed; however, surveys were conducted outside of the blooming period for the species. The species is considered to have a high potential of occurring within the BSA based on the presence of potentially suitable mesic grassland habitat as well as numerous documented recent occurrences of the species within the local area. Implementation of **Mitigation Measure BIO — 1**, which requires pre-construction focused plant survey during the blooming season, would reduce potential impacts to Dwarf Downingia to **Less than Significant with Mitigation Incorporated**.

Sanford's arrowhead

A review of the known occurrence of Sanford's arrowhead suggests that the BSA is located within the current range of the species. The BSA is within the suitable elevation range of the species and a potentially suitable seasonal freshwater stream does run through the BSA. During the August 2016 survey, Sanford's arrowhead was not observed. This species is considered to have a low potential of occurrence within the BSA based on the presence of suitable seasonal habitat, and the single recent occurrence within 5.5 miles of the BSA. Implementation of **Mitigation Measure BIO — 1** would reduce potential impacts to Sanford's arrowhead to **Less than Significant with Mitigation Incorporated**.

Special-Status Wildlife

Literature research and habitat assessments determined that special status wildlife species have the potential to occur within the project vicinity. On August 11th, 2016 the BSA was surveyed for presence of regional special status species. No special status species were observed or are presumed present within the BSA.

Though no special status species were observed, a total of 6 special status wildlife species were identified as potentially occurring within the BSA, including: Western spadefoot, burrowing owl, grasshopper sparrow, Swainson's Hawk, white-tailed kite, and valley elderberry longhorn beetle. In addition, native birds, protected under the the Migratory Bird Treaty Act (MBTA) and similar provisions under CFG code, could nest within the BSA and the project impact area. During the biological surveys, evidence of suitable nesting habitat was observed within the shrubs, grasslands and trees

adjacent to the project BSA. No additional suitable habitat for federal or state sensitive, threatened or endangered species occur within the BSA.

Western spadefoot

The BSA contains a small segment of suitable mesic grassland habitat that may provide temporary pools for breeding and reproduction. Currently there is no habitat (mesic grassland) with the proposed project BSA. The nearest CNDDDB occurrence is a recent 2001 recording of the species, 1.5 miles from the BSA (CNDDDB 2016). This species is considered to have a low potential of occurring within the BSA based on potentially suitable habitat and recent occurrences near the BSA. No impacts to the Western spadefoot are anticipated with species surveys conducted prior to construction as required by **BMP — 2** discussed in Section 2.7 under Environmental Commitments. Therefore, potential impacts to Dwarf Dwingia are considered **Less than Significant**.

Burrowing Owl

During the August 2016 biological surveys, friable soils and open areas with sparse vegetation were observed. The BSA does not contain any mammal burrows suitable for burrowing owl. The Project contains valley grassland that may provide suitable burrow and foraging habitat for burrowing owl. The nearest CNDDDB occurrence is a recent 2008 recording at the Moore Ranch Conservancy, approximately 5 miles from the BSA (CNDDDB 2016). The species is considered to have a moderate potential of occurring within the BSA based on potentially suitable habitat and nearby recent/historic occurrences of the species. No impacts to burrowing owls are anticipated with species specific surveys conducted prior to construction. Implementation of **Mitigation Measures BIO — 2, BIO — 3, and BIO — 4** would reduce potential impacts to Burrowing owl to **Less than Significant with Mitigation Incorporated**.

Grasshopper Sparrow

The project has valley grasslands potentially suitable for the species' foraging and nesting habitat. Although the grassland habitat onsite lacks the species' preferred structural diversity, the BSA contains adequately dense cover during the breeding season. The nearest CNDDDB occurrence is approximately 6 miles from the project location. The species is considered to have a low potential of occurring within the BSA based on presence of potentially suitable habitat and a recent occurrence within 6 miles. No impacts to grasshopper sparrows are anticipated with species specific surveys conducted prior to construction. Implementation of **Mitigation Measures BIO — 2 and BIO — 3** would reduce potential impacts to Grasshopper Sparrow to **Less than Significant with Mitigation Incorporated**.

Swainson's Hawk

The project has annual grasslands within oak woodlands suitable for the species' foraging. Although little to no nesting habitat occurs within the BSA, suitable nesting habitat is present within the project vicinity. The nearest CNDDDB occurrence documented a nesting pair with young in 2008, approximately 1 mile from the BSA. The species is considered to have a high potential of occurring within the BSA based on presence of potentially suitable habitat and local and regional occurrences of the species. No impacts to Swainson's Hawks are anticipated with species specific surveys conducted prior to construction. Implementation of **Mitigation Measures BIO — 2 and BIO — 3** would reduce potential impacts to Swainson's Hawk to **Less than Significant with Mitigation Incorporated**.

White-tailed Kite

The BSA has annual grasslands suitable for the species' foraging, and suitable nesting habitat in the valley foothills riparian woodland and oak woodland areas are in the vicinity of the BSA. Also, the species is regularly seen by local bird enthusiasts (ebird.org 2016) along creek corridors. The nearest CNDDDB occurrence documented a nesting adult with young in 2003, approximately 7.5 miles from the BSA (CNDDDB 2016). This species is considered to have a moderate potential of occurring within the BSA based on the presence of potentially suitable habitat and regular sightings occurring in the local area. No impacts to white-tailed kite are anticipated with species specific surveys conducted prior to

construction. Implementation of **Mitigation Measures BIO — 2** and **BIO — 3** would reduce potential impacts to White-tailed Kite to ***Less than Significant with Mitigation Incorporated***.

Western Pond Turtle

Within the BSA, stream flows typically end in mid to late May in the Pleasant Grove Creek South Branch east of the bridge spanning the creek. However, there seems to be a permanent water body west of the bridge provided by an output culvert. Three recent occurrences have been documented within 10 miles of the BSA. The nearest CNDDDB occurrence documented is approximately 7 miles from the BSA (CNDDDB 2016). This species is presumed to have a low potential of occurring because of the suitable habitat within the BSA and multiple recent occurrences. No impacts to Western pond turtle are anticipated with field surveys within the BSA conducted prior to construction. As required by **BMP - 2** discussed in Section 2.7 under Environmental Commitments. Therefore, potential impacts to Western Pond Turtle are considered ***Less than Significant***.

- b. **Less Than Significant Impact With Mitigation Incorporated.** Much of the project site consists of developed residential neighborhoods, but also includes a small area of the Woodcreek Golf Club, a small area of valley grassland, and Blue Oaks Park with the riparian zone of the South Branch Pleasant Grove Creek.

Blue Oak Woodland

A portion of the BSA includes Blue Oak Woodland. Blue Oak woodland consists of a zone of blue oak (*Quercus douglasii*) dominated, comprising 85-100 percent of the trees present. Common associates include interior live oak, and valley oak. Historically, losses of oak woodlands occurred because of clearing for range improvements and agriculture; the major losses now are from intensive residential and industrial development. Oak woodlands are important wildlife habitat, and they provide public recreation and aesthetics. Since virtually all of the state's water flows through or is impounded in the oak woodland belt, these communities are also very important to water quantity and quality (Placer County, 2004). The habitat understory composed of grass and forbs was dominated by wild oat (*Avena fatua*) and yellow-star thistle (*Centaurea solstitialis*), with minimal shrub species.

Valley Foothill Riparian Woodland

A portion of the BSA includes valley foothill riparian woodland cover type. Valley foothill riparian woodland is defined as all stands of deciduous trees near perennial streams in western Placer County. These water-dependent ecosystems include widely distributed riparian habitats dominated by white alder, willows, and Fremont cottonwood, as well as stands of Valley Oak Woodland (Placer County, 2004). Within the BSA, a portion of valley foothill riparian woodland runs along the Pleasant Grove Creek South Branch, composed of patchy Narrowleaf willow (*Salix exigua*), Interior Live Oak (*Quercus wislizeni*), and California wild rose (*Rosa californica*).

Riverine

A portion of the BSA includes a riverine ecosystem. The riverine system occurring within the BSA is the seasonal stream channel of the Pleasant Grove Creek South Branch. Intermittent streams receive some input from groundwater discharge in addition to precipitation runoff and flow seasonally; ephemeral streams receive no input from groundwater and flow only during and following storm events in response to precipitation runoff (Placer County, 2004). The creek channel was composed of spreading rush, rough cocklebur, pennyroyal, and common cattail.

Conclusion

The proposed project would primarily affect previously disturbed and developed land in residential areas. Between Horncastle Avenue and Crimson Ridge Way, where a new bridge crossing of the South Branch of Pleasant Grove Creek is proposed, a potential loss of Blue Oak Woodland would

occur but is not considered a significant impact. Potential relocation of the sewer and reclaimed water lines are included within the temporary impacts below. These impacts are shown in Figure 4 and are tabulated in Table 4 below:

Table 4 — Natural Community Impacts

	Permanent Impacts	Temporary Impacts
Blue Oak Woodland	0.51 acres	0.56 acres

Compliance with the Federal Clean Water Act (CWA), State Fish and Game Code and the City of Roseville Tree Preservation Ordinance, and implementation of **BIO — 5** would ensure that any impacts to sensitive natural communities within the project site would be **Less Than Significant with Mitigation Incorporated**.

- c. **Less Than Significant Impact With Mitigation Incorporated.** The proposed project would result in temporary and permanent impacts to jurisdictional waters of the U.S. and waters of the State. Permanent effects include the roadway widening at the creek due to the placement of the bridge piers and northern bridge abutment. These impacts are shown in Figure 5. Temporary effects include construction areas associated with the roadway widening and within the temporary dewatering area. Potential relocation of the sewer and reclaimed water lines are included within the temporary impacts below. These areas would be re-contoured to preconstruction conditions and re-vegetated after construction.

The project would have less than 0.01 acres permanent effects to the Waters of the U.S and waters of the State. As shown in Table 5 below, the project would temporarily affect approximately 0.07 acres of waters of the U.S. and 0.17 acres of waters of the State.

Table 5 — Impacts to Jurisdictional Waters

	Permanent Impacts	Temporary Impacts
Waters of the U.S. (Riverine)	<0.01	0.07
Waters of the State (Riparian)	<0.01	0.17

Implementation of **BMP — 2** would ensure temporary impacts to waters are minimized and affected areas are restored to pre-project contours/conditions. Further, mitigation measures **BIO — 5** and **BIO — 6** would ensure permanent impacts to waters of the State are mitigated at a 2:1 ratio and waters of the US are mitigated to no net loss consistent with typical requirements of CDFW and USACE. Therefore, implementation of **BIO — 5** and **BIO — 6** would reduce impacts to waters to **Less Than Significant with Mitigation Incorporated**.

- d. **Less Than Significant Impact.** According to the *Biological Resources Report*, there are no sensitive fish species known to occur within the proposed project area. Temporary work would be conducted within the ordinary high water mark (OHWM) of the creek; however, a water diversion plan would be implemented which would pipe the water under the proposed bridge using a coffer dam upstream of the bridge to direct water into culvert pipes. The proposed bridge is not anticipated to interfere with the movement of resident or migratory fish or wildlife species.

The City would coordinate with the required agencies as a part of the permitting processes. Impacts are therefore considered **Less Than Significant** and no mitigation is required.

- e. **Less Than Significant Impact.** According to the *Biological Resources Report*, the proposed project would not necessitate the removal of native oak trees protected by the City of Roseville Tree Preservation Ordinance. If it becomes necessary for any native oak trees to be removed, tree removal

and mitigation would be consistent with **BMP — 1** discussed in Section 2.7 under Environmental Commitments. Impacts are **Less than Significant**.

- f. **No Impact.** There are no approved Habitat Conservation Plans, Natural Conservation Community Plans, or other adopted plans applicable to the proposed project. Therefore, there would be **No Impact** and no mitigation is required.

Mitigation Measures:

Sensitive Plant Species

BIO — 1: A focused plant survey will be conducted during the blooming season prior to the start of Construction (March-May). If rare plants are discovered during these surveys, additional ESA fencing or relocation will be implemented to avoid and minimize impact to the species. Coordination with CDFW may be required to determine appropriate buffer distances.

Avian Species

Native birds, protected under the Migratory Bird Treaty Act (MBTA) and similar provisions under California Fish and Game (CFG) code, currently nest or have the potential to nest within the BSA and the project impact area. During the August 2016 biological survey, habitat for nesting birds was identified within the BSA. The BSA contains interior live oaks, a small riparian habitat, and numerous other large trees suitable for nesting birds. To minimize and avoid potential impacts to migratory birds, the following mitigation measures will be implemented:

BIO — 2: If possible, vegetation removal should occur outside the nesting season for all bird species (February 1st – August 31st).

BIO — 3: If vegetation removal is to take place during the nesting season (February 1st – August 31st), a pre-construction nesting bird survey must be conducted within 7 days prior to vegetation removal. Within 2 weeks of the nesting bird survey, all vegetation cleared by the biologist will be removed by the contractor.

A minimum 100 foot no-disturbance buffer will be established around any active nest of migratory birds and a minimum 300 foot no-disturbance buffer will be established around any nesting raptor species. The contractor must immediately stop work in the nesting area until the appropriate buffer is established and is prohibited from conducting work that could disturb the birds (as determined by the project biologist and in coordination with wildlife agencies) in the buffer area until a qualified biologist determines the young have fledged. A reduced buffer can be established if determined appropriate by the project biologist and approved by CDFW.

BIO — 4: A preconstruction survey will be conducted within 7 days prior to ground disturbing activities to find active burrowing owl burrows within a 500-foot buffer zone around construction activities, between February 1st – August 31st. If burrowing owls are observed during the preconstruction survey, coordination with CDFW will be required to determine appropriate no-work buffer distances and other avoidance strategies.

Riparian Habitat

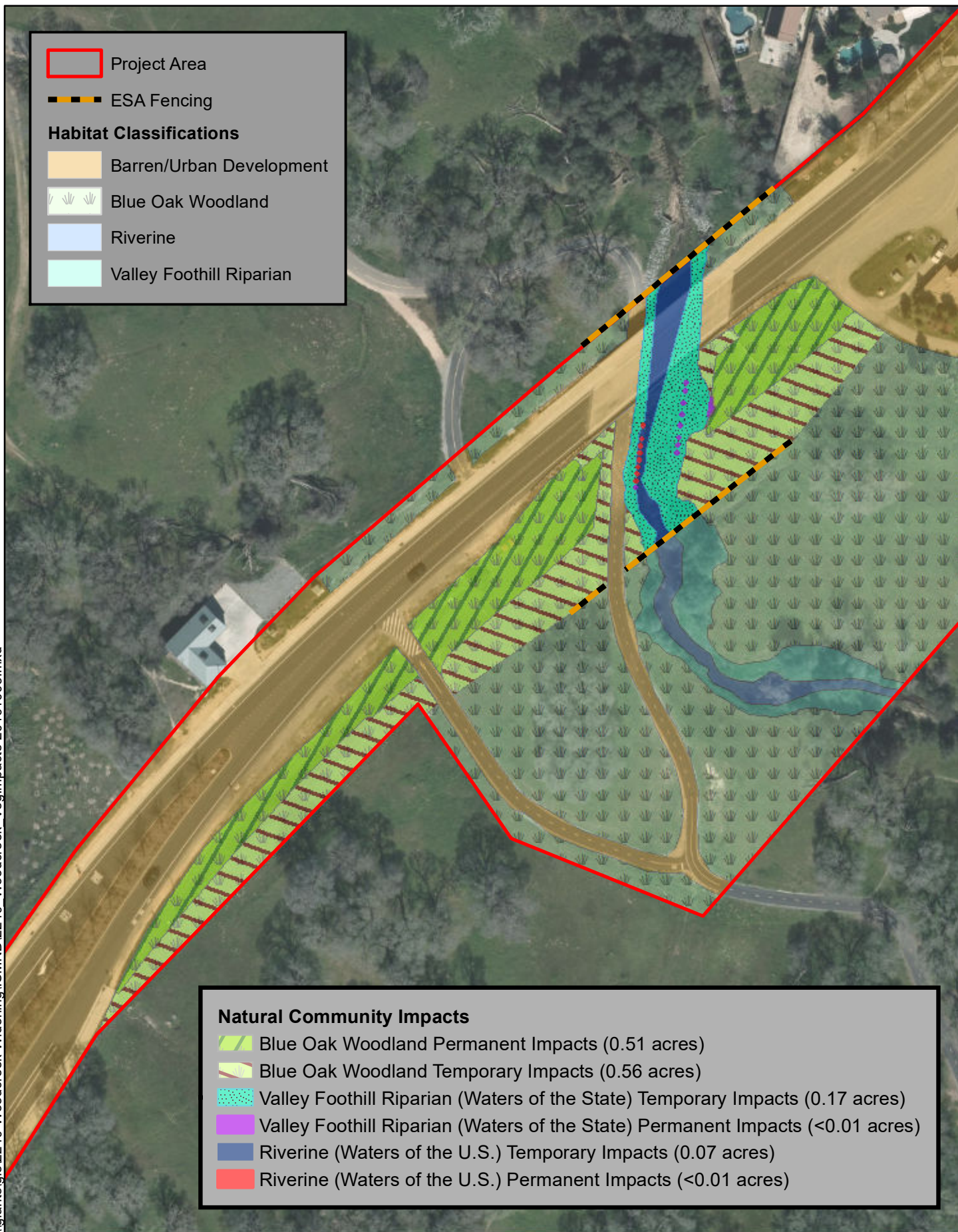
BIO — 5: As required by **BMP — 2**, all temporary disturbed riparian areas will be restored following construction. In addition, all permanent impacts to riparian habitat (waters of the State) will be mitigated a minimum of 2:1 ratio via purchase of mitigation credits at an agency approved mitigation bank. Exact mitigation ratios and locations will be documented in the Section 1602 Lake and

Streambed Alteration Agreement to be obtained from the California Department of Fish and Wildlife prior to construction.

Riverine Habitat

BIO — 6: Permanent impacts to riverine (waters of the U.S.) will be mitigated to ensure no net loss by purchasing mitigation credits from the National Fish and Wildlife Foundation in-lieu fee program or an agency approved mitigation bank. Exact mitigation ratios and locations will be documented in the Section 404 Nationwide Permit to be obtained from the U.S. Army Corp of Engineers prior to construction.

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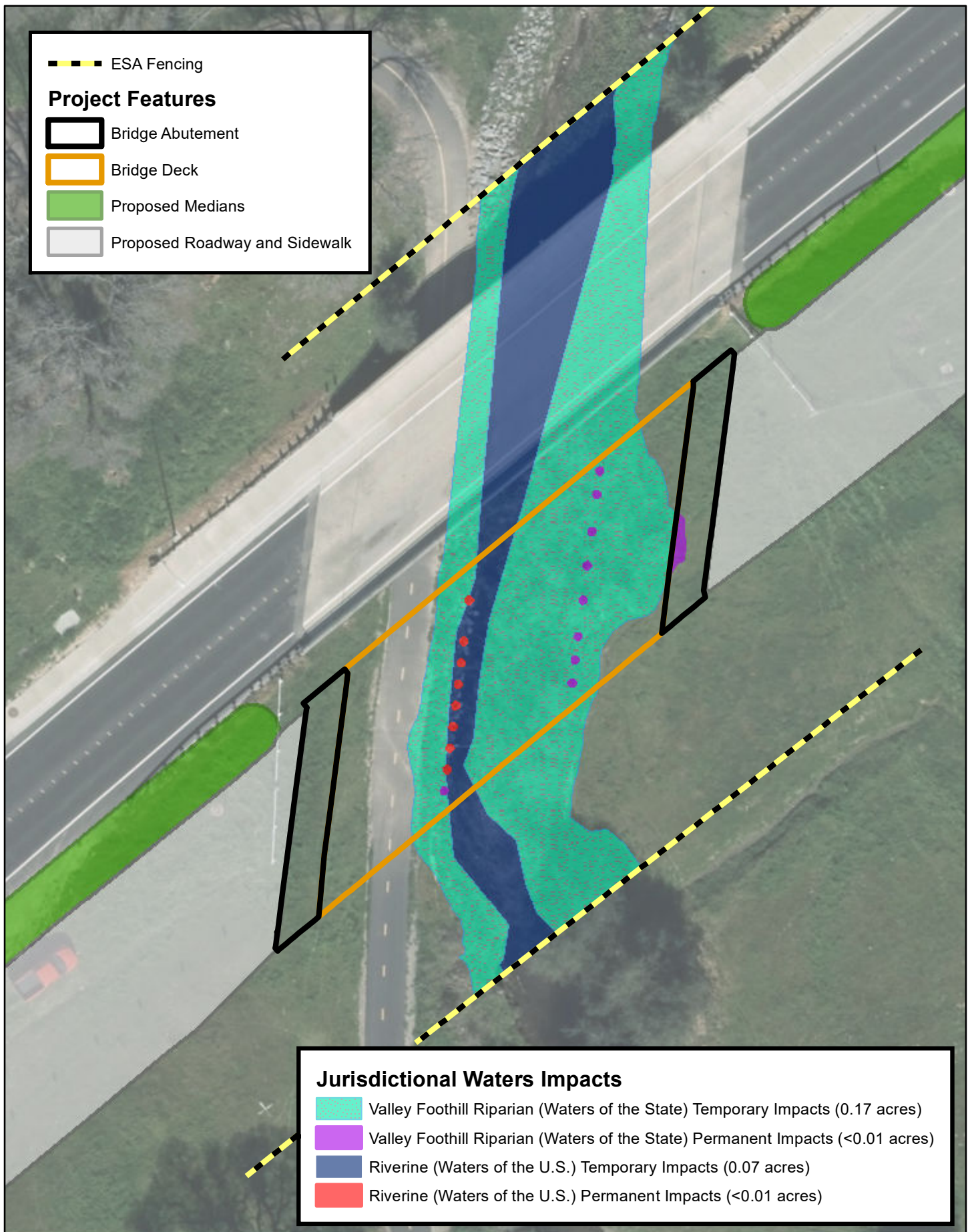


Source: ESRI 2016. Created by: Dokken Engineering, 2016



0 50 100 150 200
Feet

Figure 4
Natural Community Impacts
Woodcreek Oaks Boulevard Widening Project
City of Roseville, Placer County, California



Source: ESRI 2016. Created by: Dokken Engineering, 2016

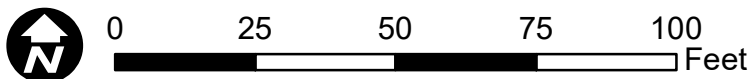


Figure 5
Impacts to Jurisdictional Waters
 Woodcreek Oaks Boulevard Widening Project
 City of Roseville, Placer County, California

3.5 Cultural Resources

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?	☐	☒	☐	☐
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	☐	☒	☐	☐
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐
d. Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☒	☐	☐
e. Cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resource Code 21074?	☐	☐	☐	☒

Discussion of Checklist Answers:

a,b. Less Than Significant with Mitigation Incorporated. According to the *Cultural Resources Inventory Report* prepared by Dokken Engineering in August 2016 for the proposed project, efforts to identify potential historic properties in the Area of Potential Effects (APE) include background research, a search of site records and survey reports on file at the North Central Information Center (NCIC), efforts to coordinate with Native American representatives, and a pedestrian ground surface inventory. A record search was obtained for the project area on July 19, 2016, which included the project area. The NCIC identified no previously recorded cultural resources within the APE but 28 cultural resources within one-mile of the APE. These 28 resources consist of 16 prehistoric sites and 10 historic-era sites. None of these previously recorded resources would be impacted by the proposed project.

On August 16, 2016 Dokken Engineering archaeologist Dr. Brian Marks conducted a ground surface inventory of the APE. No prehistoric or historic cultural resources were identified during the August 16, 2016 surface inventory. The pedestrian ground surface inventory did not identify any archaeological sites. Based on these findings, the project Cultural Resources Inventory Report found that the proposed project would result in no impacts to historic resources.

However, it is possible that ground-disturbing activities may inadvertently uncover buried and previously unidentified cultural resources. In the event that construction activities occur within previously undisturbed soils and buried cultural resources are discovered, such resources could be damaged or destroyed, potentially resulting in significant impacts on cultural resources. Implementation of **Mitigation Measure CR — 1** stated below would cease work in the event of a discovery and would require consultation with a Qualified Archaeologist to assess the resource and provide management recommendations (EIP Associates 1997). Implementation of **Mitigation Measure CR — 1** would therefore reduce potential impacts to historical and archaeological resources to **Less Than Significant With Mitigation Incorporated**.

- c. **Less Than Significant With Mitigation Incorporated.** It is possible that ground-disturbing activities may inadvertently uncover previously unidentified buried paleontological resources (i.e. fossils). In the event that construction activities occur within previously undisturbed soils and buried paleontological resources are discovered, such resources could be damaged or destroyed, potentially resulting in significant impacts to paleontological resources. Implementation of **Mitigation Measure CR — 2** below would reduce impacts to **Less Than Significant With Mitigation Incorporated**.
- d. **Less Than Significant With Mitigation Incorporated.** There are no known formal cemeteries within the project area. However, the possibility that ground-disturbing activities during construction may inadvertently uncover previously unidentified and buried human remains exists, and this inadvertent discovery would be considered a potentially significant impact. Implementation of **Mitigation Measure CR — 3** would reduce this impact to **Less Than Significant With Mitigation Incorporated**.
- e. **No Impact.** According to the *Cultural Resources Inventory Report*, Dokken Engineering sent a letter and a map depicting the project vicinity to the NAHC in West Sacramento, asking the commission to review the sacred land files for any Native American cultural resources that might be affected by the project on July 8, 2016. The request to the NAHC seeks to identify any Native American cultural resources within or adjacent to the project area. A list of Native American individuals who might have information or concerns about the project was also requested. On July 18, 2016, Sharaya Souza (NAHC Staff Services Specialist), informed Dokken Engineering via email that a review of the sacred lands file failed to indicate the presence of native American cultural resources in the “immediate project area”.

The City sent AB52 letters via certified mail to tribes who requested to be notified of proposed project on July 11. The letters provided a summary of the project and requested information regarding comments or concerns the Native American community might have about the project. No response from the tribes was received within 30 days of receipt of AB52 notification letter from the City. Therefore, no TCRs have been identified within or near the project area, and there would be **No Impact**.

Mitigation Measures:

No known cultural resources are present within the project area. However, grading and excavation activities associated with project implementation may result in the inadvertent discovery of cultural resources.

The following Mitigation Measure are proposed to reduce potential archaeological, paleontological, and cultural resource impacts related to cultural resources relevant to the proposed project to a less than significant level.

CR — 1: Cease Work and Consult a Qualified Archaeologist

In the event of the discovery of buried archaeological deposits it is recommended that project activities in the vicinity of the find should be temporarily halted and a Qualified Archaeologist consulted to assess the resource and provide proper management recommendation. Possible management recommendations for important resources could include resource avoidance or data recovery excavations.

CR — 2: Previously Unidentified Paleontological Resources

The City shall ensure construction specifications shall include the following information in the grading notes:

- If substantial fossil remains (particularly vertebrate remains) are discovered during earth-disturbing activities on the project site, activities will stop

immediately until a state-registered Professional Geologist or Qualified Professional Paleontologist can assess the nature and importance of the find and a Qualified Professional Paleontologist can recommend appropriate treatment. Treatment may include preparation and recovery of fossil materials so that they can be housed in an appropriate museum or university collection and may also include preparation of a report for publication describing the finds. The City will be responsible for ensuring that recommendations regarding treatment and reporting are implemented.

CR — 3: Inadvertent Discovery of Human Remains

The City shall ensure construction specifications include the following in the grading notes:

- If human remains are discovered during any phase of construction, including disarticulated or cremated remains, the construction contractor shall immediately cease all ground-disturbing activities within 100 feet of the remains and notify the Placer County Coroner's Office, and City of Roseville City Manager's Office.
- In accordance with California State Health and Safety Code Section 7050.5, no further disturbance shall occur until the following steps have been completed:
 - The County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code (PRC) § 5097.98.
 - If the remains are determined by the County Coroner to be Native American, the NAHC shall be notified within 24 hours, and the guidelines of the NAHC shall be adhered to in the treatment and disposition of the remains. It is further recommended that a professional archaeologist with Native American burial experience conduct a field investigation of the specific site and consult with the Most Likely Descendant (MLD), if any, identified by the NAHC. As necessary and appropriate, a professional archaeologist may provide technical assistance to the MLD, including but not limited to, the excavation and removal of the human remains.

3.6 Geology and Soils

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
ii. Strong seismic groundshaking?	☐	☐	☒	☐
iii. Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv. Landslides?	☐	☐	☒	☐
b. Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
d. Be located on expansive soil, as defined in Section 1803.5.3 of the 2010 CBC, creating substantial risks to life or property?	☐	☐	☒	☐
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒

Discussion of Checklist Answers:

- a. **Less Than Significant Impact.** Several faults have been identified within 60 miles of the Sacramento area. However, no known active faults are located in Placer County, including the project vicinity. The south Placer County area is classified as a low-severity earthquake zone. Three inactive faults lie within the immediate Roseville vicinity: the Volcano Hill Fault, extending approximately one mile northwesterly from just east of the Roseville City Limits; the Linda Creek Fault, extending along a portion of Linda Creek through Roseville and a portion of Sacramento County; and an unnamed fault extending east to west between Folsom Lake and Rocklin. Portions of this fault are concealed, but they are possibly connected to the Bear Mountain Fault near Folsom Lake. No Alquist-Priolo Earthquake Fault Zones are located in Roseville or Placer County. Impacts related to fault rupture would be less than significant.

Placer County is classified as a low severity earthquake zone and no active faults are known to exist within the county. The Plan Area is not located within an Alquist-Priolo Special Studies Zone. Regular monitoring and enforcement of Uniform and California Building Codes regarding seismic safety would ensure that new development and construction would meet all seismic safety standards, protecting the public by reducing the risk of building damage or collapse. Site-specific geotechnical information prepared for the project has been incorporated into project design to ensure compliance with applicable California Building Code (CBC) regulations for seismic safety as well as the City of Roseville Design and Construction Standards. Because all new structures would be required to follow specific seismic safety standards, hazards associated with strong ground shaking are not significant.

Primary factors that trigger liquefaction are moderate to strong ground shaking, relatively clean, loose granular soils (primarily poorly graded sands and silty sands), and saturated soil conditions (shallow groundwater). According to the *Foundation and Geotechnical Design Report* (geotechnical report) prepared by Geocon Consultants in August 2016 for the proposed project, subsurface conditions along the proposed project generally consists of alluvial soils. The consistency of fine-grained soils generally ranges from medium stiff to hard, and relative density of granular soils ranges from loose to very dense. The silt and clay layers exhibited moderate to strong cementation beginning at about 1 to 3 feet with the degree of cementation somewhat decreasing with depth. According to the *Foundation and Geotechnical Design Report*, based on the low potential for ground shaking and soil conditions, the potential for liquefaction is also low, and mitigation measures are not necessary.

According to the *Foundation and Geotechnical Design Report*, conditions indicative of landslides or slope instability were not observed. None are known to exist at a location that would impact the proposed project.

For these reasons, potential impacts associated with fault rupture, strong groundshaking, seismic-related ground failure, including liquefaction is considered less than significant under the proposed project. Impacts are therefore considered to be a **Less Than Significant** and no mitigation is required.

- b. **Less Than Significant Impact.** The Proposed project takes place largely at existing paved areas. Where applicable and to the greatest extent possible, the existing roadway would be widened by narrowing the existing median, thereby protecting and maintaining existing curb, gutter and sidewalk infrastructure, and existing vegetation and trees to the greatest extent practicable within the existing median. As discussed in Section 2.7 under Environmental Commitments, during construction of the proposed project, several erosion and sediment control measures would be implemented as a part of **BMP – 3**. The preparation of a Stormwater Pollution Prevention Plan (SWPPP) is required to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit administered by the State Water Resources Control Board. The SWPPP will identify structural and non-structural BMPs to control erosion. Erosion and sediment control BMPs state that construction shall not commence until the SWPPP has been approved by the City and that the SWPPP must be kept onsite

at all times during construction. They also include measures to prevent erosion and topsoil loss such as hydroseeding and the use of broadcast straw and broadcast seed.

In addition, the proposed project would comply with the City's Design and Construction Standards, which prescribe erosion/sediment control and grading requirements addressing erosion. Impacts would therefore be considered to be **Less Than Significant** and no mitigation is required.

- c. **Less Than Significant Impact.** Lateral spreading, a phenomenon associated with liquefaction, subsidence, or other geologic or soils conditions that could create unstable subsurface conditions that could affect proposed project features, is not a significant hazard for the project site. According to the *City of Roseville Hazard Mitigation Plan 2011*, Roseville's geographic location, soil conditions, and surface terrain combine to minimize risk of major damage from landslides, subsidence, or other geologic hazards resulting from seismic activity and related natural forces. According to the *Foundation and Geotechnical Design Report*, due to the low potential for liquefaction and the geometry of the subsurface conditions at the site, seismic-induced lateral spreading is not considered a hazard.

During project design and prior to construction, the City would ensure the design specifications in the site-specific geotechnical report prepared for the project are implemented, in accordance with the City of Roseville Design and Construction Standards. Impacts would therefore be considered **Less Than Significant** and no mitigation is required.

- d. **Less than Significant Impact.** According to the *Foundation and Geotechnical Design Report*, near surface soils are generally considered to have low potential expansion. Impacts related to expansive soils are **Less than Significant**.
- e. **No Impact.** The Proposed project would involve the widening of an existing roadway and construction of a bridge. Therefore, **No Impact** on soils related to the use of septic tanks would occur. No mitigation is required.

3.7 Greenhouse Gas Emissions

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

Regulatory Setting

Climate change refers to long-term changes in temperature, precipitation, wind patterns, and other elements of the earth's climate system. An ever-increasing body of scientific research attributes these climatological changes to greenhouse gas (GHG) emissions particularly those generated from the production and use of fossil fuels.

While climate change has been a concern for several decades, the establishment of the Intergovernmental Panel on Climate Change (IPCC) by the United Nations and World Meteorological Organization in 1988 has led to increased efforts devoted to GHG emissions reduction and climate change research and policy. These efforts are primarily concerned with the emissions of GHGs generated by human activity including carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), tetrafluoromethane, hexafluoroethane, sulfur hexafluoride (SF₆), HFC-23 (fluoroform), HFC-134a (s, s, 2-tetrafluoroethane), and HFC-152a (difluoroethane).

In the U.S., the main source of GHG emissions is electricity generation, followed by transportation. In California, however, transportation sources (including passenger cars, light-duty trucks, other trucks, buses, and motorcycles) make up the largest source of GHG-emitting sources. The dominant GHG emitted is CO₂, mostly from fossil fuel combustion.

There are typically two terms used when discussing the impacts of climate change: "Greenhouse Gas Mitigation" and "Adaptation." "Greenhouse Gas Mitigation" is a term for reducing GHG emissions to reduce or "mitigate" the impacts of climate change. "Adaptation" refers to the effort of planning for and adapting to impacts resulting from climate change (such as adjusting transportation design standards to withstand more intense storms and higher sea levels).

There are four primary strategies for reducing GHG emissions from transportation sources: 1) improving the transportation system and operational efficiencies, 2) reducing travel activity, 3) transitioning to lower GHG-emitting fuels, and 4) improving vehicle technologies/efficiency. To be most effective, all four strategies should be pursued cooperatively.

State

With the passage of several pieces of legislation including State Senate and Assembly bills and Executive Orders, California launched an innovative and proactive approach to dealing with GHG emissions and climate change.

Assembly Bill 1493 (AB 1493), Pavley, Vehicular Emissions: Greenhouse Gases, 2002: This bill requires the CARB to develop and implement regulations to reduce automobile and light truck GHG emissions. These stricter emissions standards were designed to apply to automobiles and light trucks beginning with the 2009-model year.

Executive Order (EO) S-3-05 (June 1, 2005): The goal of this EO is to reduce California's GHG emissions to 1) year 2000 levels by 2010, 2) year 1990 levels by 2020, and 3) 80 percent below the year 1990 levels by 2050. In 2006, this goal was further reinforced with the passage of Assembly Bill 32.

Assembly Bill 32 (AB 32), Núñez and Pavley, The Global Warming Solutions Act of 2006: AB 32 sets the same overall GHG emissions reduction goals as outlined in EO S-3-05, while further mandating that ARB create a scoping plan and implement rules to achieve "real, quantifiable, cost-effective reductions of greenhouse gases."

Executive Order S-20-06 (October 18, 2006): This order establishes the responsibilities and roles of the Secretary of the California Environmental Protection Agency (Cal EPA) and state agencies with regard to climate change.

Executive Order S-01-07 (January 18, 2007): This order set forth the low carbon fuel standard for California. Under this EO, the carbon intensity of California's transportation fuels is to be reduced by at least 10 percent by 2020.

Senate Bill 97 (SB 97) Chapter 185, 2007, Greenhouse Gas Emissions: This bill required the Governor's Office of Planning and Research (OPR) to develop recommended amendments to the CEQA Guidelines for addressing GHG emissions. The amendments became effective on March 18, 2010.

Senate Bill 375 (SB 375), Chapter 728, 2008, Sustainable Communities and Climate Protection: This bill requires the CARB to set regional emissions reduction targets from passenger vehicles. The MPO for each region must then develop a "Sustainable Communities Strategy" (SCS) that integrates transportation, land-use, and housing policies to plan for the achievement of the emissions target for their region.

Federal

Although climate change and GHG reduction are a concern at the federal level, currently no regulations or legislation have been enacted specifically addressing GHG emissions reductions and climate change at the Project level. Neither the U.S. EPA nor the Federal Highway Administration (FHWA) has issued explicit guidance or methods to conduct Project-level GHG analysis.¹ FHWA supports the approach that climate change considerations should be integrated throughout the transportation decision-making process—from planning through Project development and delivery. Addressing climate change mitigation and adaptation up front in the planning process will assist in decision making and improve efficiency at the program level, and will inform the analysis and stewardship needs of Project-level decision-making. Climate change considerations can be integrated into many planning factors, such as supporting economic vitality and global efficiency, increasing safety and mobility, enhancing the environment, promoting energy conservation, and improving the quality of life.

The four strategies outlined by FHWA to lessen climate change impacts correlate with efforts that the state is undertaking to deal with transportation and climate change; these strategies include improved transportation system efficiency, cleaner fuels, cleaner vehicles, and a reduction in travel activity.

Climate change and its associated effects are also being addressed through various efforts at the federal level to improve fuel economy and energy efficiency, such as the "National Clean Car

Program” and EO 13514 - Federal Leadership in Environmental, Energy and Economic Performance.

Executive Order 13514 (October 5, 2009): This order is focused on reducing greenhouse gases internally in federal agency missions, programs and operations, but also directs federal agencies to participate in the Interagency Climate Change Adaptation Task Force, which is engaged in developing a national strategy for adaptation to climate change.

The U.S. EPA’s authority to regulate GHG emissions stems from the U.S. Supreme Court decision in *Massachusetts v. EPA* (2007). The Supreme Court ruled that GHGs meet the definition of air pollutants under the existing Clean Air Act and must be regulated if these gases could be reasonably anticipated to endanger public health or welfare. Responding] to the Court’s ruling, U.S. EPA finalized an endangerment finding in December 2009. Based on scientific evidence it found that six greenhouse gases constitute a threat to public health and welfare. Thus, it is the Supreme Court’s interpretation of the existing Act and EPA’s assessment of the scientific evidence that form the basis for EPA’s regulatory actions. U.S. EPA in conjunction with National Highway Traffic Safety Administration (NHTSA) issued the first of a series of GHG emission standards for new cars and light duty vehicles in April 2010

The U.S. EPA and the NHTSA are taking coordinated steps to enable the production of a new generation of clean vehicles with reduced GHG emissions and improved fuel efficiency from on-road vehicles and engines. These next steps include developing the first-ever GHG regulations for heavy-duty engines and vehicles, as well as additional light duty vehicle GHG regulations.

The final combined standards that made up the first phase of this national program apply to passenger cars, light-duty trucks, and medium-duty passenger vehicles, covering model years 2012 through 2016. The standards implemented by this program are expected to reduce GHG emissions by an estimated 960 million metric tons and 1.8 billion barrels of oil over the lifetime of the vehicles sold under the program (model years 2012-2016).

On August 28, 2012, U.S. EPA and NHTSA issued a joint Final Rulemaking to extend the National Program for fuel economy standards to model year 2017 through 2025 passenger vehicles. Over the lifetime of the model year 2017-2025 standards this program is Projected to save approximately four billion barrels of oil and two billion metric tons of GHG emissions.

The complementary U.S. EPA and NHTSA standards that make up the Heavy-Duty National Program apply to combination tractors (semi trucks), heavy-duty pickup trucks and vans, and vocational vehicles (including buses and refuse or utility trucks). Together, these standards will cut greenhouse gas emissions and domestic oil use significantly. This program responds to President Barack Obama’s 2010 request to jointly establish greenhouse gas emissions and fuel efficiency standards for the medium- and heavy-duty highway vehicle sector. The agencies estimate that the combined standards will reduce CO2 emissions by about 270 million metric tons and save about 530 million barrels of oil over the life of model year 2014 to 2018 heavy duty vehicles.

Local

The following local regulations related to GHG emissions are provided for informational purposes and to assist with CEQA review.

The project area is located within the city limits of Roseville, which has developed a communitywide sustainability action plan (SAP) to guide development and reduce GHG and air quality emissions pursuant to the goals of the AB 32 Scoping Plan. The SAP targets six main emissions sectors to reduce GHG emissions and develop a sustainable community: land use and green building, energy efficiency, recycling and waste reduction, transportation, water conservation, and marketing and education.

As part of its SAP, the City of Roseville developed a GHG emissions inventory for communitywide operations for the baseline year 2008, along with business-as-usual projects to the planning horizon year 2020. The emissions inventory determined that in 2008, Roseville's communitywide activities generated approximately 1,202,383 MT CO₂e (City of Roseville 2010). Most of these emissions were generated by on-road mobile sources (44%), commercial/industrial energy use (24%), residential energy use (13%), and residential natural gas use (9%). The remaining emissions were generated by other emissions sectors that each accounted for less than 5% of the total GHG emissions.

The Roseville SAP establishes a GHG-efficiency goal, rather than a mass emission-reduction goal. The goal is to achieve GHG efficiency of 6.0 MT CO₂e per service population per year, where service population equals the sum of population and employment.

Discussion of Checklist Answers:

- a,b. Less Than Significant Impact.** The Proposed project is designed to reduce congestion and vehicle delays. The Proposed project would facilitate increase of mobile emissions since it is designed to accommodate cumulative traffic from approved projects. The Proposed project would not involve a substantial increase in stationary or area source emissions. City wide mobile emissions have already been accounted for in the ARSP EIR.

The Proposed project would generate greenhouse gas emissions that would contribute to global climate change during the construction phase, which would be temporary. Due to the inherently cumulative nature of global climate change, effects of which occur over a long periods of time, a project's GHG emissions contribution is typically quantified and analyzed on an annual basis (i.e., annual operational GHG emissions). Construction-related GHG emissions are a one-time release that occurs over a short period of time; nonetheless, construction-related GHG emissions have been quantified for the proposed project.

The estimated construction-related GHG emissions attributable to the proposed project would be primarily associated with increases of CO₂ and other GHG pollutants, such as methane (CH₄) and nitrous oxide (N₂O), from mobile sources and construction equipment usage. The Proposed project's short-term construction-related emissions were estimated using the Roadway Construction Emissions Model version 7.1.5.1, a model developed by Jones & Stokes and TIAX LLC in partnership with the Sacramento Metropolitan Air Quality Management District. The model quantifies direct GHG emissions from construction, which are expressed in tons per project of CO₂ equivalent units of measure (i.e., MTCO₂e), based on the global warming potential of the individual pollutants. This number is then converted from English tons to metric tons through the conversion factor of 0.91. The estimated increase in GHG emissions associated with construction of the proposed project is summarized in **Table 6**.

Table 6 — Project Total Annual Construction GHG Emissions

	CO ₂ emissions (MTCO ₂ e)
Total Construction GHG Emissions	554.10

Source: Road Construction Emissions Model, August 2016 (**Appendix B**).

As presented in **Table 6**, short-term emissions of GHG associated with construction of the proposed project are estimated to be 554.10 MTCO₂e. As stated above, because construction-related GHG emissions are a one-time release that occurs over a short period of time and are typically considered separate from operational emissions, construction-related GHG emissions are not typically considered to result in a substantial contribution towards global climate change. In October 2016, PCAPCD

established a de minimis level greenhouse gas threshold of 1,100 MT CO₂e/year. The City still has not established thresholds of significance for construction-related GHG emissions.

The Proposed project's construction-related emissions would be substantially below the recently adopted PCAPCD de minimis level threshold of significance listed above for GHG emissions, and would occur only one time, not annually or over multiple years. Therefore, the proposed project's construction-related GHG emissions are not expected to cause a significant impact. Additionally, due to the inherently small size of the proposed project and lack of any change to annual operational emissions, the GHG emissions resulting from construction of the proposed project are not expected to significantly contribute to the cumulative GHG levels of the area.

In conclusion, operational GHG emissions would be minimal and would not change as a result of the proposed project; however, construction of the proposed project would generate GHG emissions that would contribute to the overall GHG levels in the atmosphere. Although the Proposed project would contribute to GHG levels during construction of the proposed project, the incremental contribution to cumulative GHG emissions and global climate change would be minor and below established thresholds defined for the region. In addition, the GHG emissions resulting from construction of the Proposed project would occur only once temporarily during construction. Therefore, the proposed project's contribution to global climate change through GHG emissions would be considered a **Less Than Significant Impact**. No mitigation is required.

- a. **Less Than Significant Impact.** In addition to adherence to local, regional, and state standards for pollutants, all projects under CEQA are required to identify any potential impacts the project may have on climate change and emission of greenhouse gasses (GHG). Common GHG includes vapor, carbon dioxide, methane, nitrous oxides, chlorofluorocarbons, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride, ozone, and aerosols.

The project would have less than significant impacts on climate change or GHG emissions. The project would construct a new bridge and widen an existing road; no additional traffic would be added. The addition of a formalized second through-lane would not effectively change traffic because the existing roadway and bridge currently connects with roadways carrying two-lanes. Long-term traffic volumes would be substantially the same with or without the project. There would be no difference in CO₂ emissions comparing existing levels and future levels with the Build Alternative.

As shown in **Table 4**, estimated CO₂ emissions during construction are estimated to be 554 tons/year for the Build Alternative, whereas the No-Build Alternative would not have construction CO₂ emissions. These estimated emissions are below the recently adopted Placer County Air Pollution Control District CEQA Thresholds of Significance of 1,100 MT CO₂e/year. Due to the temporary nature of the project's CO₂ emissions, the project would have **Less than Significant** impacts.

3.8 Hazards and Hazardous Materials

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c. Emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d. Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e. Be located within an airport land use plan area or, where such a plan has not been adopted, be within two miles of a public airport or public use airport, and result in a safety hazard for people residing or working in the project vicinity?	☐	☐	☐	☒
f. Be located within the vicinity of a private airstrip and result in a safety hazard for people residing or working in the project vicinity?	☐	☐	☐	☒
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
h. Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☐	☒

Discussion of Checklist Answers:

- a,b. Less Than Significant Impact.** The Proposed project would involve construction activities such as site preparation, grading, paving, and bridge installation. These activities would involve the use of heavy equipment, which would contain fuels, oils, lubricants, solvents, and various other possible contaminants.

The preparation of a Stormwater Pollution Prevention Plan (SWPPP), the regular disposal of sediment, trash and oil, and the establishment of an equipment storage area, in order to prevent the distribution of potentially hazardous materials would be implemented as per the Environmental Commitments described in Section 2.7.

All hazardous materials used during construction would occur in compliance with the following applicable regulations:

- Compliance with the City's Multi-Hazard Mitigation Plan (approved by the Federal Emergency Management Agency) which requires contractors to transport and store materials in appropriate and approved containers along designated truck routes, maintain required clearances, and handle materials using fire department–approved protocols, as illustrated in Roseville Fire Code Ordinance 4594 (City of Roseville 2011a).
- Compliance with the City of Roseville Design and Construction Standards and the City's *Stormwater Quality BMP Guidance Manual for Construction* (City of Roseville 2011b) would be required and the Proposed project would be required to implement the requirements of the *Placer County Flood Control and Water Conservation District's (PCFCWCD's) Stormwater Management Manual* (PCFCWCD 1994).

In addition, the City of Roseville Fire Department is the Certified Unified Program Agency (CUPA) for the City of Roseville. The Fire Department is available to respond to hazardous materials complaints or emergencies, if any, during construction.

In light of existing City ordinances, emergency planning requirements and the project-specific BMPs, combined with existing facilities/services within the project area, the Proposed project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials, and would not result in reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. Implementation and compliance with **BMP — 3** described In Section 2.7 would reduce any potential impacts to a **Less Than Significant Level**. No mitigation is required.

- c. No Impact.** The Blue Oaks Elementary School and Quail Glen Elementary School are the nearest schools to the proposed project and are located within ¼ mile (approximately 0.15 miles) to the west of Woodcreek Oaks Boulevard. However, construction of the proposed project would not generate significant hazardous air emissions or involve the transport of acutely hazardous substances that would pose hazardous risk to these schools. The proposed roadway widening is intended to accommodate for anticipated growth of the design year 2035. As discussed in Section 3.3, Air Quality, completion of the proposed roadway widening would result in lower air quality emissions generated from Woodcreek Oaks Boulevard than the No-Build Alternative. Therefore, a **Less than Significant Impact** would result from development of the proposed project and no mitigation is required.
- d. No Impact.** The proposed project area is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. According to the California Department of Toxic Substances Control (CDTSC) Envirostor Database, there are no known hazardous sites within the immediate vicinity of the proposed project area (CDTSC 2016).

No known hazardous material is present within the proposed project area. Therefore, **No Impacts** related to hazardous sites would the result from the proposed project.

- e,f. **No Impact.** The proposed project area is not located within an airport land use plan area nor is it within two miles of a public airport. The proposed project is approximately two miles northwest of the privately owned Fiddymont Field Airport, which is recorded as permanently closed. However, the proposed project would result the widening of an existing roadway and would not result in people living or working within vicinity of the private airport. Therefore, **No Impact** would result from development of the proposed project and no mitigation is required.
- g. **Less than Significant.** During installation of the propose improvements to improve underground utility service to the site (e.g., water and storm drainage), some minor trenching may be necessary on Woodcreek Oaks boulevard. This could result in temporary lane narrowings or closures for a short time. In accordance with Roseville Municipal Code, the City requires any traffic lane closures to be approved by the City Engineering Department and notification provided to the City Police and Fire Departments 48 hours in advance of any road closures. The City would ensure local traffic is accommodated during construction and access to businesses and residences is maintained. Therefore, the impact would be **Less than Significant**, and no mitigation is required.
- h. **No Impact.** According to the California Department of Forestry and Fire Protection (CDFFP) Placer County Fire Hazard Severity Zone Map, the proposed project area is not located in an identified fire hazard region. **No Impacts** are associated with wildland fires resulting from development of the proposed project.

3.9 Hydrology and Water Quality

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements?	☐	☐	☒	☐
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge, resulting in a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level that would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☒	☐
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation onsite or offsite?	☐	☐	☒	☐
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding onsite or offsite?	☐	☐	☒	☐
e. Create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☒	☐
f. Otherwise substantially degrade water quality?	☐	☐	☒	☐
g. Place housing within a 100-year flood hazard area, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒
h. Place structures within a 100-year flood hazard area that would impede or redirect flood flows?	☐	☐	☒	☐

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| i. Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam? | ☐ | ☐ | ☒ | ☐ |
| j. Contribute to inundation by seiche, tsunami, or mudflow? | ☐ | ☐ | ☐ | ☒ |

Discussion of Checklist Answers:

- a. Less Than Significant Impact.** The applicable waste discharge requirements for the proposed project are the Statewide General Construction Permit and the NDPES Storm Water Management Program (SWMP), which implements the General Permit for Stormwater Discharge from the Central Valley Regional Water Quality Control Board (CVRWQCB).

The City's Grading Ordinance requires grading plans to include an erosion control plan to eliminate off-site flows of sediment and to reduce site erosion to protect water quality in the storm drain system, and adjacent properties, as discussed under Environmental Commitments in Section 2.7. The City would require the contractor to comply with the ordinance and prepare a Stormwater Pollution Prevention Plan to meet the requirement of the City's General Permit for Stormwater Discharge from the CVRWQCB. In addition to required compliance with existing City ordinances, **BMP - 3** presented in Section 2.7 are intended to ensure compliance with Basin Plan Water Quality Standards and applicable NPDES requirements.

Through implementation of **BMP — 3**, **BMP — 4**, and compliance with existing enforceable City Ordinances, combined with regulatory compliance with State and Federal regulations would ensure that project development will not violate any water quality standards or waste discharge requirements. The project would result in **Less Than Significant Impact**. No mitigation is required.

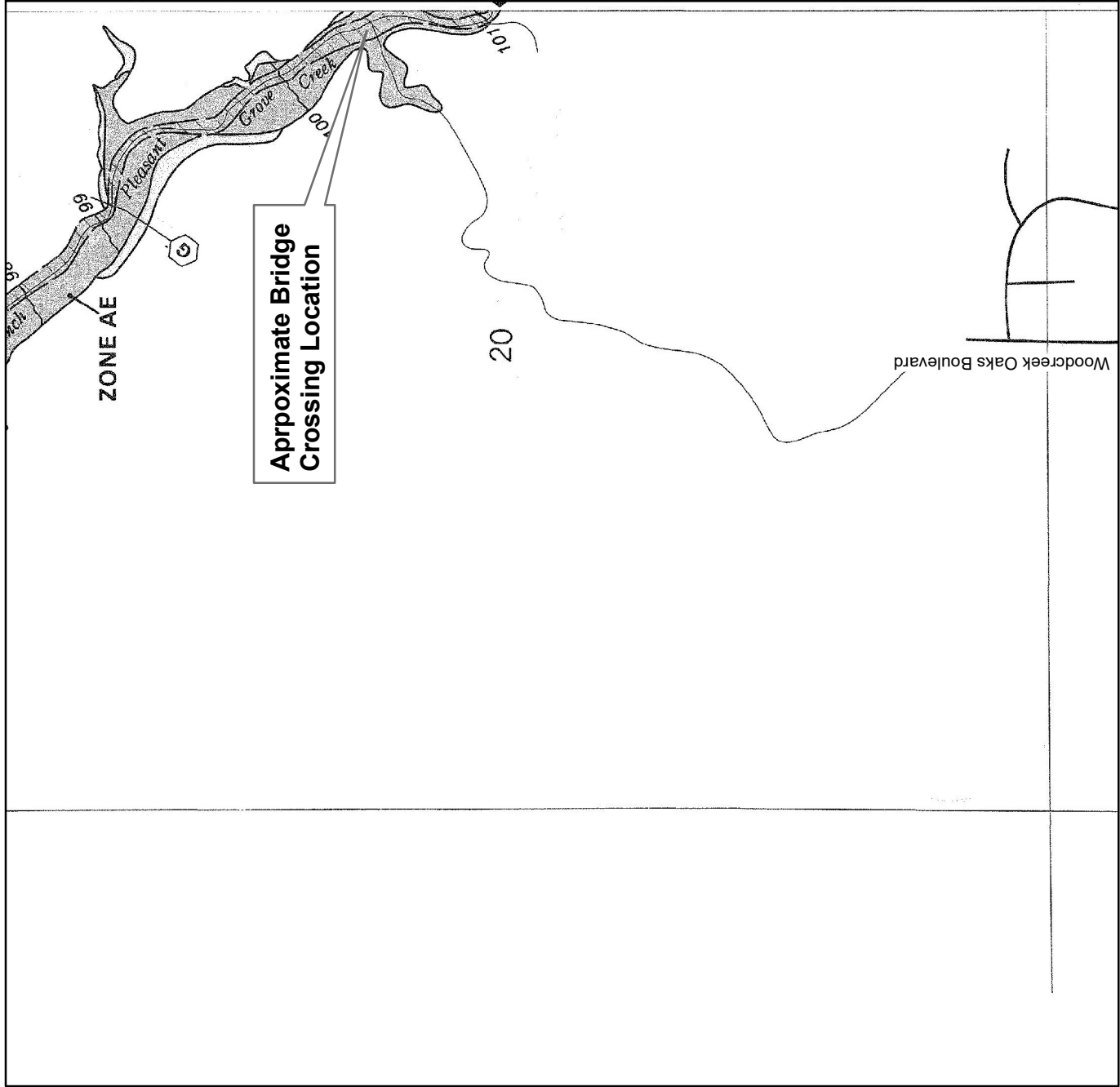
- b. Less Than Significant Impact.** The project site is located in the foothills North American Subbasin, which overlies the eastern central portion of the Sacramento Valley Groundwater Basin, which has a total surface area of approximately 351,000 acres, or 548 square miles. Groundwater recharge in the basin occurs mostly by infiltration from the Sacramento, Feather, and Bear Rivers, along with their tributaries. There are currently no artificial recharge areas for the North American Subbasin.

The Proposed project would result in approximately 3.3 acre of new paved surface due to widening of an existing roadway, which would lead to a net increase of new impervious surface. However, the proposed project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level. Therefore, project development would result in a **Less Than Significant Impact** and no mitigation is required.

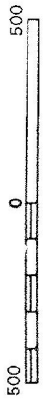
- c. Less Than Significant Impact.** The Proposed project includes reconfiguring the roadway to allow gutter, and drainage system improvements. Drainage improvements include pipe extensions and reconfiguration of existing inlets and manholes. Additional low impact development (LID) improvements include additional tree plantings within the medians, and incorporation of bioswales within the existing right-of-way within the Blue Oaks Park segment of the roadway, adjacent to the proposed bridge.

Implementation of **BMP — 3** and compliance with existing enforceable City Ordinances, combined with regulatory compliance with State and Federal regulations would ensure that project development would not result in substantial erosion or siltation. The project would result in a **Less Than Significant Impact**. No mitigation is required.

- d,f. **Less Than Significant Impact.** As discussed above, the proposed project includes reconfiguring the roadway to allow gutter, and drainage system improvements. Per the Drainage Memorandum (Dokken Engineering 2016), the proposed project would introduce a net increase of 3.3 acres of new impervious surfaces. This project implements the final phase of drainage improvements along Woodcreek Oaks Boulevard by installing inlets at primarily preplanned locations and as necessary to achieve efficient intake of storm water into the existing storm drain system. The trunk system was designed as part of the initial roadway project and was preplanned for the widening. Inlet spacing and design will be in accordance with City of Roseville Standards. Tree plantings within the proposed medians and bioswales between the curb and sidewalk between Horncastle Avenue and Crimson Ridge Way, are anticipated to be implemented to meet LID guidelines as outlined in the West Placer Storm Water Quality Design Manual. The incorporation of these design elements would reduce impacts from increased surface runoff to the planned stormwater drainage systems to **Less Than Significant**. No mitigation is required.
- e. **Less Than Significant Impact.** As discussed above, the proposed project includes reconfiguring the roadway to allow gutter, and drainage system improvements. The proposed project would introduce a net increase of 3.3 acres of new impervious surfaces. However, the incorporation of pipe extensions and reconfiguration of existing inlets and manholes, tree plantings within the medians, and bioswales would ensure impacts from surface runoff would remain **Less Than Significant**. No mitigation is required.
- g. **No Impact.** According to the FEMA Flood Insurance Rate Map (Map #06061C0457), part of the project area is located within a flood zone designated by FEMA, shown below in Figure 6 and Figure 7. The South Branch Pleasant Grove Creek segment that falls within the project area includes a regulatory floodway that must be kept clear in order to allow the flow of the 100-year flood waters (Figure 6 and Figure 7). However, the proposed project would not involve residential development and would not place housing in special flood hazard areas. Therefore, **No Impact** would result from project development and no mitigation is required.
- h, i. **Less Than Significant Impact.** Although the project site is within a designated flood zone by FEMA, the project would not result in any increased risk. The proposed project would include construction of a new bridge adjacent to the existing bridge over south Branch Pleasant Grove Creek that would be elevated to provide the necessary freeboard over the 100-year flood event water surface elevation for south Branch Pleasant Grove Creek. The project would not involve the construction of occupied structures or structures that would obstruct the flow of 100-year flood waters. Levees or dams would not be impacted as a result of the proposed bridge construction. There would be no substantial risk of loss, injury, or death in the event of flooding at the project site. Therefore, impacts are considered **Less Than Significant**. No mitigation is required.
- j. **No Impact.** The project site is not located near an ocean coast or enclosed body of water that could produce a seiche or tsunami, nor is the site located near areas having steep slopes that would create mudflows. Therefore, **No Impact** would result from project development and no mitigation is required.



APPROXIMATE SCALE IN FEET



NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP

PLACER COUNTY,
CALIFORNIA AND
INCORPORATED AREAS

(SEE MAP INDEX FOR PANELS NOT PRINTED)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
ROSEVILLE CITY OF	060243	0457	F
PLACER COUNTY	060239	0457	F
UNINCORPORATED AREAS			

MAP NUMBER
06061C0457 F

EFFECTIVE DATE:
JUNE 8, 1998



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

Source: FEMA 2016. Created by: Dokken Engineering, 2016



Figure 6
FEMA Flood Insurance Rate Map
Woodcreek Oaks Boulevard Widening Project
City of Roseville, Placer County, California

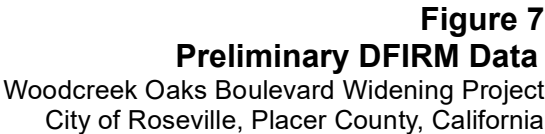


Figure 7
Preliminary DFIRM Data
Woodcreek Oaks Boulevard Widening Project
City of Roseville, Placer County, California

3.10 Land Use and Planning

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Physically divide an established community?	☐	☐	☐	☒
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, a general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☒

Discussion of Checklist Answers:

- a. **No Impact.** The Proposed project is located on an existing roadway. The proposed road widening would occur on an existing roadway and not divide an established community. Therefore, **No Impact** would result from project development and no mitigation is required.
- b, c. **No Impact.** The project area is surrounded primarily by single-family residential land uses. In addition, there are community commercial uses to the south and north and light industrial uses to the east. The northern project area (Blue Oaks Park) and eastern (Woodcreek Golf Club) falls within land uses designated for Open Space and Park and Recreation uses within the *City of Roseville General Plan, Land Use Element* (City of Roseville 2010). Within the Zoning Code of the City of Roseville, the project area is within an area zoned for Open Space and Park and Recreation uses as well as Single-Family Residential uses. Resource related recreation is listed as a permitted use for both Open Space and Park and Recreation land use zones within the City of Roseville Municipal Code (Section 19.16.020). The Proposed project would remain consistent with the land use and zoning designation within the project area.

As discussed in Section 2.0, Project Description, this is a City Capital Improvement Project which will not involve any land-use decisions affected by the California Department of Water Resources Urban Level of Flood Protection.

The proposed project would involve construction of a new bridge adjacent to the existing bridge over South Branch Pleasant Grove Creek. According to the City of Roseville Open Space Preserve Overarching Management Plan (OSPOMP), the South Branch Pleasant Grove Creek is within the City's Open Space Preserve and is also considered Waters of the U.S. Open space considered by the OSPOMP as Open Space Preserve is land that was required to be set aside as part of a regulatory permitting action and is typically protected by either a Conservation Easement or Declaration of Covenants and Restrictions. However, according to the OSPOMP, the project site is a location where

future road widening is identified as an allowed use within the Preserve. In addition, there are no adopted Habitat Conservation Plans or Natural Community Conservation Plans located within the City or project boundaries. The proposed project would adhere to any development review processes of the City and be referred to all relevant jurisdictions, such as the U.S. Army Corps of Engineers, for comment. Therefore, there would be ***No Impact***.

3.11 Mineral Resources

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☒

Discussion of Checklist Answers:

- a,b. No Impact.** As stated in the *City of Roseville General Plan* (City of Roseville 2010), mineral resources, consisting of sand and gravel, are limited and no mineral extraction operations currently exist or are anticipated to exist in the City. The City of Roseville has not designated the site as a locally important mineral resource area. There would be **No Impact**. No mitigation is required.

3.12 Noise

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☒	☐	☐
b. Expose persons to or generate excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c. Result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐
d. Result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☒	☐	☐
e. Be located within an airport land use plan area, or, where such a plan has not been adopted, within two miles of a public airport or public use airport and expose people residing or working in the project vicinity to excessive noise levels?	☐	☐	☐	☒
f. Be located in the vicinity of a private airstrip and expose people residing or working in the project vicinity to excessive noise levels?	☐	☐	☐	☒

Discussion of Checklist Answers:

a,b,c, d.Less Than Significant Impact with Mitigation Incorporated. The Proposed project would result in the widening of Woodcreek Oaks Boulevard from two to four lanes. The following discussion evaluates the construction and operational impacts of the project.

The *City of Roseville General Plan, Noise Element* (City of Roseville 2010) has established Goals and Policies relating to evaluating noise impacts due to projects. The overall noise goal for the City is to protect the health and welfare of the community by promoting community development which is compatible with noise level criteria. The *Noise Element* establishes noise standards for maximum allowable noise exposure due to transportation sources and performance standards for fixed noise sources. Transportation noise standards (65 dBA L_{dn} /CNEL) are applied at the outdoor activity area of noise sensitive land use (residential) where it is not possible to reduce noise in outdoor activity areas to 60 dB L_{dn} /CNEL or less using a practical application of the best-available noise reduction measures. Fixed noise sources are not to exceed 50 dBA L_{eq} and 70 dBA L_{max} during daytime hours

(7:00 A.M. to 10:00 P.M.) and 45 dBA L_{eq} and 65 dBA L_{max} during nighttime hours (10:00 P.M. to 7:00 A.M.) as measured at the property line of noise sensitive land uses or exceed the ambient sound level by +3 dBA at the noise sensitive land use property line, whichever is greater.

The City of Roseville Municipal Code, Health and Safety Ordinance Chapter 9.24 contains specific requirements for construction activities, stating that they are exempt from the provisions of the noise codes if all activities occur between 7:00 A.M. and 7:00 P.M. Monday through Friday and 8:00 A.M. to 8:00 P.M. on Saturday and Sunday, provided that all construction equipment is fitted with factory installed muffling devices and is maintained in good working order.

The existing noise environment at the site is influenced by typical daytime noise levels from Blue Oaks Elementary and Quail Glen Elementary School, recreational uses within Woodcreek Golf Club and vehicular noise attributable to traffic on Woodcreek Oaks Boulevard. The project area is surrounded by residential development to the north and east. The nearest residences are immediately adjacent to Woodcreek Oaks Boulevard within 50 feet.

Operational Impacts

In addition to roadway traffic noise, the operational use of the project would include use by pedestrians and bicyclists which is consistent with the existing recreational use of the park portion of the project area. **Table 7** summarizes the results of the short-term noise monitoring conducted in the project area to capture the existing ambient noise levels.

Table 7 — Summary of Short Term Measurements

Position	Address	Land Uses	Start Time	Duration (minutes)	Measured L_{eq}	Observed Speed (mph)
ST-1	209 Shelly Court, Roseville, CA 95747	Residential	8/16/16 5:22 pm	20	54.8	Approx. 40
ST-2	108 Robinson Court, Roseville, CA 95747	Residential	8/16/16 4:51 pm	20	55	Approx. 40

The FHWA Traffic Noise Model Version 2.5 (TNM 2.5) was used to compare measured traffic noise levels to modeled noise levels at field measurement locations, shown below in Figure 8. **Table 8** compares measured and modeled noise levels at each measurement location. Predicted sound levels within 3 dB of the measured sound levels were considered to be in reasonable agreement with the measured sound levels. The predicted sound levels are within 3 dB of the measured sound levels and, therefore, are considered to be in reasonable agreement with the measured sound levels.

Table 8 — Comparison of Measured to Predicted Sound Levels in the TNM Model

Measurement Position	Measured Sound Level (dBA)	Predicted Sound Level (dBA)	Measured minus Predicted (dB)
ST-1/NB-3	54.8	56.8	2.0
ST-2/SB-2	55.0	57.0	2.0

Table B-1 in Appendix B of the Noise Study Report prepared by Dokken Engineering for the proposed project summarizes the traffic noise modeling results for existing conditions and design-year conditions with and without the project.

Design year conditions are based on land developments and roadway improvements that are reasonably foreseeable by 2035, which begins with the City's Capital Improvement Program (CIP) 2035 model and adds the partial build-out of Placer Ranch (50% residential, 25% non-residential, and 25,000-student University). These partial buildout assumptions are consistent with the Amoruso Ranch Specific Plan Final EIR. Additionally, the design year conditions assume the Campus Oaks (HP Campus Rezone) project include the extension of HP Way as a two- to four-lane street from Foothills Boulevard through the HP Campus northwesterly to Blue Oaks Boulevard.

Predicted design-year traffic noise levels with the project are compared to existing conditions and to design-year no-project conditions. The comparison to existing conditions is included in the analysis to identify traffic noise impacts as determined by City of Roseville General Plan Noise Element Thresholds.

The traffic noise modeling results in Table B-1 of Appendix B in the Noise Study Report prepared by Dokken Engineering, and summarized in **Table 9**, indicate that traffic along Woodcreek Oaks Boulevard would result in exterior noise levels ranging between 61 and 65 dBA Ldn in year 2035 with the project. The increase in noise between existing conditions and the design-year is predicted to be between approximately 2 - 3 dB. No noise receptors were predicted to have exterior noise levels exceeding the 65 dBA Ldn exterior noise threshold for sensitive land uses. Sensitive land uses, as described in the City of Roseville General Plan Update, consist of all residential uses, schools, religious institutions, hospitals, and convalescent hospitals.

As discussed above, modern construction techniques provide a reduction of 30 dBA from exterior noise levels to interior. The estimated interior noise levels with the exterior-to-interior noise reduction are shown below in **Table 10**:

The estimated design year interior noise levels summarized in **Table 10** indicate that traffic along Woodcreek Oaks Boulevard would result in interior noise levels ranging between 31 and 35 dBA Ldn in 2035 with the project. The increase in noise between existing conditions and the design-year is predicted to be between approximately 2 - 3 dB. No noise receptors were predicted to have interior noise levels exceeding the 45 dBA Ldn interior threshold for sensitive land uses.

Therefore, the proposed project would not result in the exposure or generation of noise levels from transportation sources in excess of standards established in the City of Roseville General Plan Noise Element or Noise Ordinance, nor would it result in any substantial permanent increase in ambient noise levels. Little additional operational noise would result from operation of the Proposed project. Furthermore, since traffic level volumes in the Existing Plus Project scenario would be less than cumulative levels, impacts to interior and exterior noise levels at sensitive receptors would be less than significant. Therefore, impacts to permanent ambient noise levels would be considered a Less Than Significant Impact.

Table 9 — Comparison of Estimated Exterior Noise Levels

Receptor # and Location	Existing (2016) Noise Level (dBA Ldn)	Existing Plus Project (2016) Noise Level (dBA Ldn)	Predicted Noise Level for No-Build (2035) (dBA Ldn)	Predicted Noise Level with Project (2035) (dBA Ldn)	Noise Impact with Project? (65 dBA exterior noise threshold)
City of Roseville					
SB-1	62.0	62.3	63.2	64.5	No
SB-2	60.7	60.9	61.8	63.0	No
SB-3	61.3	61.3	62.5	63.5	No
SB-4	59.8	59.7	61.0	61.9	No
SB-5	61.6	60.9	63.2	63.5	No
SB-6	60.5	60.7	62.2	63.4	No
SB-7	59.9	62.8	62.3	62.9	No
NB-1	62.0	62.1	63.1	64.2	No
NB-2	58.6	58.8	60.1	61.3	No
NB-3	60.4	60.6	62.1	63.3	No
NB-4	61.5	61.8	63.5	64.7	No

Source: FHWA Traffic Noise Model 2.5 & Traffic Study for the Woodcreek Oaks Boulevard Widening Project dated July 28, 2016

Table 10 — Comparison of Estimated Interior Noise Levels

Receptor # and Location	Existing (2016) Noise Level (dBA Ldn)	Existing Plus Project (2016) Noise Level (dBA Ldn)	Predicted Noise Level for No-Build (2035) (dBA Ldn)	Predicted Noise Level with Project (2035) (dBA Ldn)	Noise Impact with Project? (45 dBA interior noise threshold)
City of Roseville					
SB-1	32	32.3	33.2	34.5	No
SB-2	30.7	30.9	31.8	33	No
SB-3	31.3	31.3	32.5	33.5	No
SB-4	29.8	29.7	31	31.9	No
SB-5	31.6	30.9	33.2	33.5	No
SB-6	30.5	30.7	32.2	33.4	No
SB-7	29.9	32.8	32.3	32.9	No
NB-1	32	32.1	33.1	34.2	No
NB-2	28.6	28.8	30.1	31.3	No
NB-3	30.4	30.6	32.1	33.3	No
NB-4	31.5	31.8	33.5	34.7	No

Source: FHWA Traffic Noise Model 2.5 & Traffic Study for the Woodcreek Oaks Boulevard Widening Project dated July 28, 2016

Construction Impacts

Short-term construction noise was previously analyzed and related noise impacts were disclosed in the Environmental Impact Reports prepared for the *Northwest Roseville Specific Plan* (Final EIR dated May 10, 1989) and the *North Roseville Specific Plan Phase 1* (Final EIR dated July, 1997).

These EIRs disclosed that short-term construction noise would be significant and unavoidable for sensitive receptors that may exist within and adjacent these plan areas during specific plan buildout. These impacts apply to the proposed project as discussed further below.

Construction of the proposed project would be a source of temporary or periodic increases in ambient noise levels that could be audible to nearby land uses. Construction would involve the loading and unloading of equipment and supplies, grading and paving of the proposed project, and placing the bridge over Pleasant Grove Creek. The mix of equipment operating would vary depending on the activity being conducted onsite, and noise levels would vary based on the amount of equipment in operation and the location of the activity.

As required by Chapter 9.24.030(G) of the City Code, construction activities would be limited to occur only between the hours of 7:00 A.M. and 7:00 P.M., Monday through Friday, and 8:00 A.M. and 8:00 P.M. on Saturday and Sunday, as discussed above. Chapter 9.24.030(G) also requires the use of exhaust and intake silencers for internal combustion engines used during construction to reduce noise levels associated with construction activities.

Table 11 summarizes noise levels produced by construction equipment that is commonly used on roadway construction projects. Construction equipment is expected to generate noise levels ranging from 70 to 101 dB at a distance of 50 feet, and noise produced by construction equipment would be reduced over distance at a rate of about 6 dB per doubling of distance and by existing soundwalls.

Table 11 — Construction Equipment Noise

Equipment	Maximum Noise Level (dBA at 50 feet)
Impact Pile Driver	101
Scrapers	89
Bulldozers	85
Heavy Trucks	88
Backhoe	80
Pneumatic Tools	85
Concrete Pump	82

Source: Federal Transit Administration, 2006. See also:
http://www.fhwa.dot.gov/environment/noise/construction_noise/handbook/handbook09.cfm

The use of any of the above mentioned equipment may, therefore, exceed 50 dBA L_{eq} and 70 dBA L_{max} during daytime hours (7:00 A.M. to 10:00 P.M.). It is acknowledged that construction-related noise may be considered a nuisance to sensitive receptors in the residential neighborhoods adjacent to Woodcreek Oaks Boulevard; however, this increase would be short-term, and would not result in a permanent increase in ambient noise levels.

The majority of sensitive receptors are along Woodcreek Oaks Boulevard located approximately 50 feet from the proposed roadway widening behind a soundwall; however, the nearest sensitive receptor to the impact pile driver associated with the bridge construction is approximately 250 to 300 feet from the proposed project area. With the majority of sensitive receptors being located within 50

feet of the proposed project, the use of any of the above mentioned equipment may, therefore, exceed 50 dBA Leq and 70 dBA Lmax during daytime hours (7:00 A.M. to 10:00 P.M.).

It is acknowledged that construction-related noise may be considered a nuisance to sensitive receptors in the residential neighborhoods adjacent to Woodcreek Oaks Boulevard; however, this increase would be short-term, and would not result in a permanent increase in ambient noise levels. Furthermore, short-term significant construction noise impacts on existing residences during build out of the roadway to its ultimate configuration was previously disclosed in the EIR's prepared for the *Northwest Roseville Specific Plan* (Final EIR dated May 10, 1989) and the *North Roseville Specific Plan Phase 1* (Final EIR dated July, 1997).

In addition to normal construction activities, pile driving associated with the bridge construction would result in short-term increases in construction noise in the immediate project vicinity for the duration of the pile driving activities. Review of aerial imagery indicates that the pile driving activities would range from 250 to 300 feet from the nearest existing residences on the north western side of the bridge. Sound from a small localized source (a "point" source) attenuates or drops off at a rate of 6 dBA for each doubling of distance (i.e., if the noise level is 70 dBA at 25 feet, it is 64 dBA at 50 feet and 58 dBA at 100 feet) for point sources, such as impact pile drivers. Without mitigation, noise volumes at 250 to 300 feet from the impact pile drive are anticipated to measure approximately 83 to 85 dBA. This significant and unavoidable impact related to pile driving during construction was previously disclosed in the *North Roseville Specific Plan EIR* as Impact 4.11-1(a): Temporary Increases in Noise Levels Due to Earthmoving and General Construction Activities. Mitigation measures **NOI – 1** and **NOI – 2** would reduce the anticipated noise volumes associated with pile driving by up to 15 dBA at a distance of 50 feet through use of plywood or noise curtain positioned around the impact hammer. Noise volumes at 250 to 300 feet from the impact pile drive are anticipated to measure approximately 70 to 73 dBA between the hours of 9 A.M. and 5 P.M. when the pile driver is operating with implementation of **NOI – 1** and **NOI – 2**.

As all sensitive receivers, including homes, are more than 100 feet from the bridge, it is not anticipated that these residents will be impacted by vibration from the proposed pile driving related to the bridge construction. No excessive groundborne vibration at the nearby sensitive receivers is anticipated during construction of the proposed project.

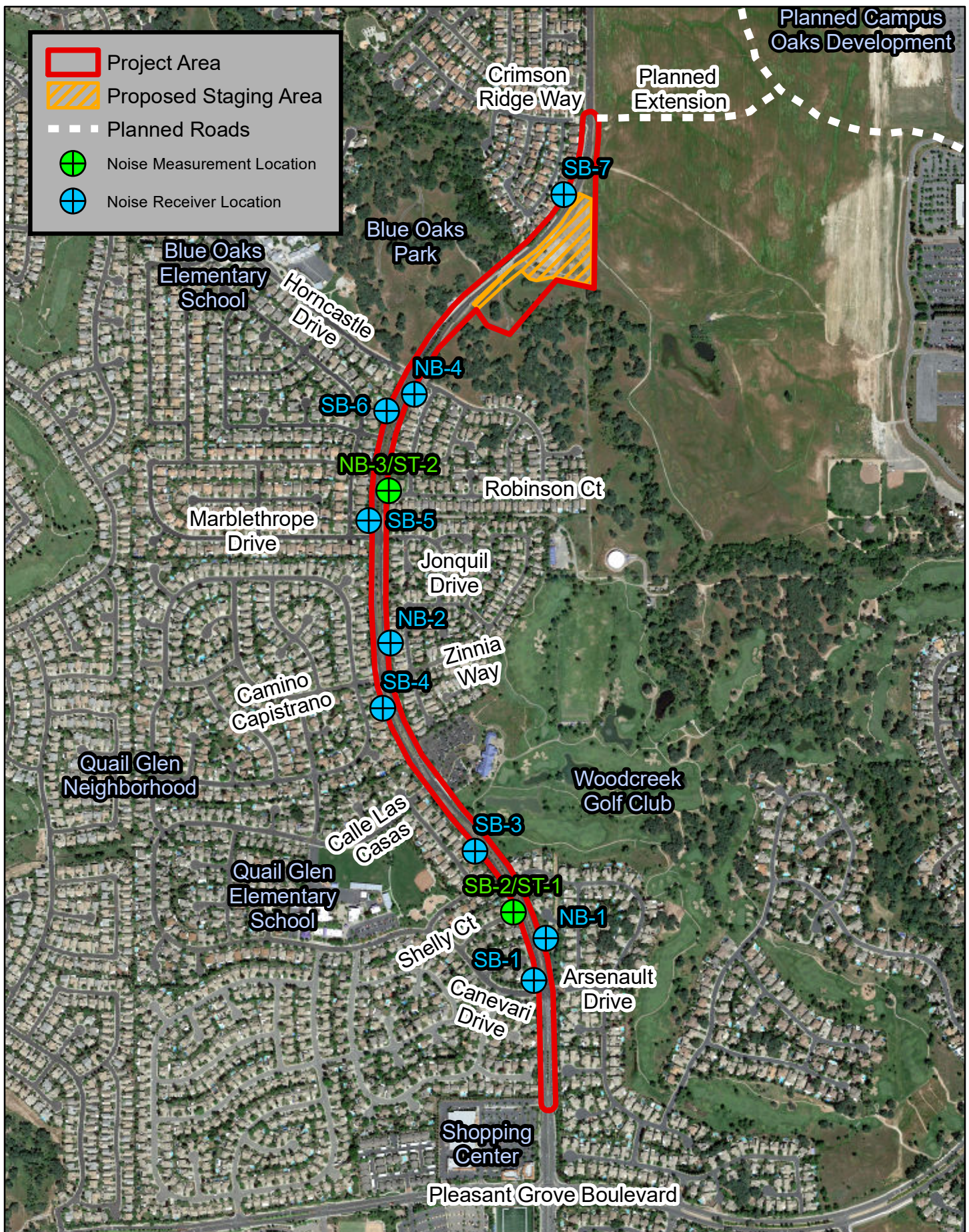
Additionally, the City exempts noise associated with construction that occurs between the hours of 7:00 A.M. and 7:00 P.M. Monday through Friday and between 8:00 A.M. and 8:00 P.M. on Saturday and Sunday because these hours are outside of the recognized sleep hours for residents and outside of evening and early morning hours and time periods where residents are most sensitive to exterior noise. Therefore, the proposed project would be exempt from the noise standards during these hours. Construction work on the proposed project would only occur between the hours of 7:00 A.M. and 7:00 P.M. Monday through Friday and between 8:00 A.M. and 8:00 P.M. on Saturday and Sunday. Due to the proximity of sensitive receptors and high noise levels generated by general road construction and impact pile driving activities, short-term construction noise impacts would be significant consistent with the previous applicable EIRs. These impacts would be minimized by incorporation of mitigation measures **NOI – 1** and **NOI – 2**. Additionally, minimization measure **BMP – 5** listed in Section 2.7 would be implemented to further reduce construction noise impacts. Therefore, with the exception to the previously disclosed significant impacts, construction-related noise impacts would be **Less Than Significant With Mitigation Incorporated**.

- e.f. **No Impact.** The Proposed project is not located within the immediate vicinity of an airport land use plan, or within two miles of a public airport. The Proposed project is approximately two miles northeast of the privately owned Fiddymment Field Airport; however, the airport is listed as permanently closed. Additionally, the proposed project would not result in people living or working within the vicinity of the airport. The Proposed project would involve the widening of Woodcreek Oaks Boulevard, which would not result in increased noise levels from the private airport. There would be **No Impact** and no mitigation is required.

Mitigation Measures:

NOI — 1: Pile driving activities will be limited to 9 A.M. to 5 P.M., Monday through Friday.

NOI — 2: In order to reduce the construction noise levels by up to 15 dBA at a distance of 50 feet during construction of the bridge, plywood or noise curtains designed specifically for construction noise mitigation shall be installed around the impact hammer and positioned as close as possible to the hammer / pile impact location during all pile driving activities.



Source: ESRI 2016. Created by: Dokken Engineering, 2016



0 500 1,000 1,500 2,000 Feet

Figure 8
Noise Measurement and Receiver Locations

Woodcreek Oaks Boulevard Widening Project
City of Roseville, Placer County, California

3.13 Population and Housing

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	☐	☐	☐	☒
b. Displace a substantial number of existing housing units, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
c. Displace a substantial number of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Discussion of Checklist Answers:

- a. **No Impact.** The Proposed project would involve the widening of Woodcreek Oaks Boulevard, and would not propose any new homes or businesses. The Proposed project would not directly induce population growth because it does not propose new housing or significant employment-generating uses. Project development would not indirectly induce population growth because it would not extend roads or infrastructure into previously undeveloped areas. Therefore **No Impact** would result from project development and no mitigation is required.
- b,c. **No Impact.** The project area is within an existing roadway and would not displace people or housing. **No Impact** would result from development of the proposed project and no mitigation is required.

3.14 Public Services

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or a need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services:				
a. Fire protection?	☐	☐	☒	☐
b. Police protection?	☐	☐	☒	☐
c. Schools?	☐	☐	☐	☒
d. Parks?	☐	☐	☐	☒
e. Other public facilities?	☐	☐	☐	☒

Discussion of Checklist Answers:

- a,b. Less Than Impact.** The proposed project would involve the widening of Woodcreek Oaks Boulevard, which is an existing roadway. As part of the proposed project, security lighting would be situated throughout the site in a manner that would ensure all areas of the project area be visible to fire protection and law enforcement officials. This would enable the City Fire and Police departments to provide improved service to the parcel, which currently has no site-specific designated lighting. No increase in Fire or Police department staffing would be necessary to serve the project, as the proposed project would not increase the number of residents in the project vicinity or include operational elements that would contribute to increased crime or fire risk. Therefore, the proposed project would not result in the need for new or expanded Police or fire department space. As discussed in Section 2.7 under Environmental Commitments (**BMP — 6**), during construction, the City would require the contractor to implement a traffic management plan to be approved by the City Engineering Department. The plan would include notifications to the City Police and Fire departments 48 hours in advance of any temporary lane restrictions or closures to install utility improvements for the project. Therefore, impacts related to fire and police protection services would be **Less than Significant**.
- c. No Impact.** The proposed project would not result in a population increase that would require school or parks. There would be **No Impact**.
- d. No Impact.** The proposed project would increase the amount of parks in the City, thereby resulting in a beneficial impact on the availability of recreational facilities in the project vicinity.
- e. No Impact.** The proposed project would not result in alternation of other governmental facilities to accommodate the proposed project. There would be **No Impact**.

3.15 Recreation

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b. Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	☐	☐	☐	☒

Discussion of Checklist Answers:

- a. **No Impact.** The proposed project would result in the widening of Woodcreek Oaks Boulevard. The Proposed project would not involve creation of new housing and therefore would not generate additional, substantial demand for recreational facilities. **No Impact** would result from development of the proposed project and no mitigation is required.
- b. **No Impact.** The proposed project would not include recreational facilities or require the construction or expansion of recreational activities that might have an adverse physical effect on the environment. The proposed project includes the construction of Class II bike lane improvements that would connect with the existing bike lane. **No Impact** would result from the development of the proposed project and no mitigation is required.

3.16 Transportation/Traffic

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	☐	☐	☐	☒
b. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	☐	☐	☐	☒
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	☒
d. Substantially increase hazards because of a design feature (e.g., sharp curves or dangerous intersections or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
e. Result in inadequate emergency access?	☐	☐	☐	☒
f. Conflict with adopted policies, plans or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	☐	☐	☐	☒

Discussion of Checklist Answers:

- a,b. No Impact.** The Proposed project involves reconfiguring approximately 1.5 miles of roadway to allow two travel lanes in each direction, Class II bike lanes, curb, gutter, sidewalk, curb ramps, center median, and drainage system improvements. The project would improve this corridor to be consistent with City roadway design goals and standards. Further, the project would also include improvements to provide American with Disabilities Act (ADA) access at existing curb ramps not currently compliant with ADA standard.

The development of the proposed project would not conflict with other components of the circulation system such as existing intersections, streets, highways, freeways or mass transit.

According to the traffic study performed by Fehr & Peers in August 2016 for the proposed project, the three intersections that would be modified as part of the proposed project (Horncastle Avenue/Woodcreek Oaks Boulevard, Camino Capistrano/Woodcreek Oaks Boulevard, and Canevari Drive/Woodcreek Oaks Boulevard) currently operate at LOS B during both AM and PM peak hours. The traffic study projects that peak hour volumes would increase at the Woodcreek Oaks Boulevard/Blue Oaks Boulevard intersection by four percent and at the Woodcreek Oaks Boulevard/Pleasant Grove Boulevard intersection by one percent under Existing Plus Project conditions. Traffic model outputs from the traffic study show that these increases in volumes would not drop the LOS for either intersection to LOS D. Therefore, there are no expected project-specific impacts under Existing Plus Project conditions.

The growth in ADT from the Existing scenario to the Cumulative (2035) No Project scenario occurs as a result of planned/approved land use growth throughout the City. Traffic model outputs show that under the Cumulative No Project scenario, Woodcreek Oaks Boulevard would be near the capacity of a two-lane roadway. The widening of Woodcreek Oaks Boulevard as a four-lane roadway is included in the Amoruso Ranch Specific Ranch Plan EIR Cumulative Plus Project 2035 Scenario and consistent with the findings of the project traffic study. With the increased capacity, the traffic model outputs show that the three intersections within the project are able to remain at LOS B under Cumulative (2035) Plus Project conditions. Therefore, there are no expected project-specific impacts under Cumulative Plus Project 2035 conditions. **No Impact** related to local plans, ordinances, or level of service standards would occur.

- c. **No Impact.** The Proposed project would not result in a change in air traffic patterns. There would be **No Impact** and no mitigation is required.
- d. **Less Than Significant Impact.** The Proposed project does not include any design features that could result in increased safety hazards. The Proposed improvements would not reduce any existing sight distances. The Proposed improvements would also correct sight distance issues at the project intersections for the current posted speed limits. Therefore, impacts are considered **Less Than Significant Impact** and no mitigation is required.
- e. **No Impact.** There would be no temporary substantial effects to public services or emergency access routes would be affected by the project during construction or operation of the project. Pedestrians would be able to access the new sidewalk improvements which would connect to the existing sidewalk and bicyclists would be able to access the new bike lane improvements from the existing bike lane. There would be **No Impact** and no mitigation is required.
- f. **No Impact.** As discussed above, the proposed project is needed to maintain acceptable levels of service as set by the City's general Plan. Intersections along Woodcreek Oaks Boulevard experience congestion during peak hours due to increased traffic volumes, which are projected to increase. The Proposed project would address the need to improve long-term traffic circulation in the vicinity. In addition, the proposed project would improve the existing roadway to be consistent with City roadway design goals and standards, and also include improvements to provide Americans with Disabilities Act (ADA) access at existing curb ramps not currently compliant with ADA standard.

The Proposed project would not conflict with the City's overall transportation service goal. **No Impact** would result from development of the proposed project and no mitigation is required.

3.17 Tribal Cultural Resources

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with the cultural value to a California Native American Tribe, and that is:				
a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or	☐	☐	☐	☒
b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	☒

Discussion of Checklist Answers:

a,b. No Impact. The City of Roseville sent AB52 letters via certified mail to tribes who requested to be notified of proposed projects on July 11th, 2016. The City of Roseville as CEQA Lead Agency has complied with subdivision (d) of Public Resources Code Section 21080.3.1 as the California Native American tribes contacted failed to request consultation within 30 days of receipt of the City's notice. Therefore, **No Impact** to tribal cultural resources would occur.

3.18 Utilities and Service Systems

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☐	☒
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒
c. Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☒	☐
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or would new or expanded entitlements be needed?	☐	☐	☐	☒
e. Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☒	☐
g. Comply with federal, state, and local statutes and regulations related to solid waste?	☐	☐	☒	☐

Discussion of Checklist Answers:

a,b,e. No Impact. The proposed project would result in the widening of Woodcreek Oaks Boulevard. The proposed project would not include the construction of any wastewater-generating uses. The proposed project would not increase population in the project vicinity, and there would be no additional wastewater flows as a result of project development. Existing wastewater facilities within the park would continue to be adequate to serve recreational users within the park, including those utilizing improvements resulting from the proposed project; therefore, the proposed project would not result in the need for new or expanded wastewater facilities and would not have an adverse effect on wastewater treatment requirements. **No Impact** would result from development of the proposed project and no mitigation is required.

- c. **Less than Significant Impact.** As discussed under Section 3.9, Hydrology and Water Quality, the proposed project includes reconfiguring the roadway to allow gutter, and drainage system improvements. Drainage Memorandum (Dokken Engineering 2016), the proposed project would introduce a net increase of 3.3 acres of new impervious surfaces. This project implements the final phase of drainage improvements along Woodcreek Oaks Boulevard by installing inlets at primarily preplanned locations and as necessary to achieve efficient intake of storm water into the existing storm drain system. The trunk system was designed as part of the initial roadway project and was preplanned for the widening. Inlet spacing and design will be in accordance with City of Roseville Standards. Tree plantings within the proposed medians and bioswales between the curb and sidewalk between Horncastle Avenue and Crimson Ridge Way, are anticipated to be implemented to meet LID guidelines as outlined in the West Placer Storm Water Quality Design Manual. The incorporation of these design elements would reduce impacts from increased surface runoff to the planned stormwater drainage systems would ensure impacts from surface runoff would remain **Less Than Significant**. No mitigation is required.
- d. **No Impact.** The project would not result in the need for new or expanded water supplies. **No Impact** would result from development of the proposed project and no mitigation is required.
- f,g. **Less Than Significant Impact.** The Western Placer Waste Management Authority is a regional agency handling recycling and waste disposal for the City of Roseville and surrounding areas. Their facilities include a Material Recovery Facility and the Western Regional Sanitary Landfill. Project construction may generate construction debris and excavated soil. This would not affect landfill capacity because the amounts would not be substantial and would occur only during the construction period. As specified in the City's Design and Construction Standards for Solid Waste (Section 151) (City of Roseville 2014) and discussed in Section 2.7 under Environmental Commitments (**BMP — 7**), the City would ensure that contractors meet with the designated Roseville Environmental Utilities Inspector prior to beginning work to ensure that an approved plan is in place to store and dispose of all construction debris, according to relevant federal, State, and local statutes. Therefore, impacts associated with development of the proposed project would be considered **Less Than Significant** and no mitigation is required.

3.19 Mandatory Findings of Significance

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b. Does the project have impacts that are individually limited but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☐	☒	☐
c. Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐

Discussion of Checklist Answers:

- a. **Less Than Significant With Mitigation Incorporated.** Potential impacts have been identified related to **Biological Resources (Section 3.4)** and **Cultural Resources (Section 3.5)**. Mitigation measures have been identified related to individual potential resource-specific impacts.

The mitigation measures proposed by this document in order to protect Cultural Resources include: **Mitigation Measure CR — 1, Mitigation Measure CR — 2, and Mitigation Measure CR — 3.** Therefore, impacts are considered ***Less Than Significant With Mitigation Incorporated***.

- b. **Less Than Significant Impact.** For natural resource topics (**Aesthetics, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Waste, Hydrology and Water Quality, Noise, Public Services, Transportation/Traffic, and Utilities and Service Systems**), there would be no cumulative effects because no resources would be adversely affected, or the project effects would be localized and of limited extent. Similarly, the project would involve minimal hazardous materials use, the risks of which are site-specific and are extensively regulated, and do not combine with similar effects resulting in a cumulative effect.

The Proposed project would not induce population growth or result in the development of new housing or employment-generating uses; therefore, it would not combine with cumulative development to create a cumulative effect related to increased demand for services or utilities, the expansion of which could result in significant environmental effects.

Therefore, impacts are considered ***Less Than Significant***.

- c. **Less Than Significant Impact with Mitigation Incorporated.** There would be no significant adverse effects to human beings. There would be a less than significant increase in operational air emissions. Potential impacts have been identified related to **Noise (Section 3.12)**. Mitigation measures have been identified related to individual potential resource-specific impacts.

This impact was previously disclosed as a significant and unavoidable impact in the North Roseville Specific Plan EIR as Impact 4.11 1(a): Temporary Increases in Noise Levels Due to Earthmoving and General Construction Activities, which accounted for potential impacts associated with pile driving. The mitigation measures proposed by this document in order to mitigate for potential impacts associated with pile driving during construction of the bridge include **Mitigation Measure NOI – 1** and **Mitigation Measure NOI – 2**. Therefore, impacts are considered ***Less Than Significant With Mitigation Incorporated***.

For all other topics, there would be No Impact, a Less Than Significant Impact or impacts are considered Less Than Significant Impact With Mitigation Incorporated.

Therefore, impacts, both direct and indirect, to human beings are considered ***Less Than Significant with Mitigation Incorporated***.

4.0 REPORT PREPARERS

4.1 Primary Authors

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6.0 LIST OF TECHNICAL STUDIES

All technical studies will be available for review by request. These studies were used in preparation of the environmental document and provide supporting documentation in addition to the summary information contained within the environmental document.

Biological Resources Report. 2016. Prepared by Dokken Engineering.

Cultural Resources Inventory Report. 2016. Prepared by Dokken Engineering.

Drainage Memorandum. 2016. Prepared by Dokken Engineering.

Foundation and Geotechnical Design Report. 2016. Prepared by Geocon Consultants.

Noise Study Report. 2016. Prepared by Dokken Engineering.

Traffic Study. 2016. Prepared by Fehr & Peers.

Appendix A — Mitigation Monitoring and Reporting Program

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No.	Description of Commitment	Responsible Party/Monitor	Timing/Phase	Verification of Compliance
BMP — 1	The requirements of the City of Roseville Tree Preservation Ordinance (RMC 19.66) will be implemented, including avoidance, minimization, or compensation for the removal or disturbance of native oak trees greater than six inches diameter at breast height (DBH) during construction. If native oak trees will be affected by the project, the City will prepare a tree mitigation plan that identifies trees that qualify for protection and specifies mitigation for impacts, including temporary construction impacts associated with any work required within the drip line of native oaks. For any oak trees that would be removed, the City will develop a replacement planting plan to be included in the construction documents or purchase credits through the City maintained In-lieu fee program.	City of Roseville	Prior to and during Construction	
BMP — 2	The following measures will be incorporated into the construction specifications for the proposed project to reduce and control potential impacts to biological resources consistent with various City, state, and federal policies: • Prior to the start of construction activities, the project limits in proximity to jurisdictional waters must be marked with high visibility Environmentally Sensitive Area (ESA) fencing or staking to ensure construction will not further encroach into waters. The project biologist will periodically inspect the ESA to ensure sensitive locations remain undisturbed.	Contractor	Prior to and during Construction	

No.	Description of Commitment	Responsible Party/Monitor	Timing/Phase	Verification of Compliance
	• Prior to arrival at the project site and prior to leaving the project site, construction equipment that may contain invasive plants and/or seeds must be cleaned to reduce the spreading of noxious weeds. • All temporarily disturbed areas will be restored following construction. All plant material used to re-vegetate temporarily disturbed areas will be locally appropriate native species. The re-vegetation plan must not include any species listed by Cal-IPC as invasive. • Plastic mono-filament netting (erosion control matting) or similar material that could trap wildlife must not be used. Acceptable substitutes include jute, coconut coir matting or tackified hydroseeding compounds. • A pre-construction clearance survey will be conducted by the project biologist to verify that no wildlife is located within the project area before ground disturbing activities. • The contractor must not apply rodenticide or herbicide within the project area during construction. • The contractor must dispose of all food-related trash in closed containers, and must remove it from the project area each day during construction. Construction personnel must not feed or attract wildlife to the project area.			

No.	Description of Commitment	Responsible Party/Monitor	Timing/Phase	Verification of Compliance
BMP — 3	Because the project would disturb more than an acre, the project contractor will be required to implement a storm water pollution prevention plan (SWPPP) to comply with the National Pollutant Discharge Elimination System (NPDES) general permit administered by the State Water Resources Control Board (refer to http://www.swrcb.ca.gov/stormwtr/index.html for more information on the NPDES permit process). The SWPPP would identify structural and nonstructural BMPs to control erosion. The SWPPP will include a spill prevention and control plan to ensure transport, storage, and handling of hazardous materials required for construction is conducted in a manner consistent with relevant regulations and guidelines In addition, the project will comply with the City's design/construction standards (refer to http://www.roseville.ca.us/gov/development_services/engineering_land_development/design_construction_standards.asp) and the City's Stormwater Quality BMP Guidance Manual for Construction (2011). The project would also implement the applicable requirements of the West Placer Storm Water Quality Design Manual (West Placer 2016). Contract specifications will include the following BMPs, where applicable, to reduce erosion during construction: • Implementation of the project will require approval of a site-specific Storm	Contractor	Prior to and during Construction	

No.	Description of Commitment	Responsible Party/Monitor	Timing/Phase	Verification of Compliance
	Water Pollution Prevention Plan (SWPPP) that would implement effective measures to protect water quality, which may include a hazardous spill prevention plan and additional erosion prevention techniques; - Existing vegetation will be protected in place where feasible to provide an effective form of erosion and sediment control; - Stabilizing materials will be applied to the soil surface to prevent the movement of dust from exposed soil surfaces on construction sites as a result of wind, traffic, and grading activities; - Roughening and terracing will be implemented to create unevenness on bare soil through the construction of furrows running across a slope, creation of stair steps, or by utilization of construction equipment to track the soil surface. Surface roughening or terracing reduces erosion potential by decreasing runoff velocities, trapping sediment, and increasing infiltration of water into the soil, and aiding in the establishment of vegetative cover from seed.			

No.	Description of Commitment	Responsible Party/Monitor	Timing/Phase	Verification of Compliance
BMP — 4	No work, including staging or storage of construction equipment or materials, shall occur below the elevation of the 100-year water surface elevation from November 1 st through April 15 th , during the flood season.			
BMP — 5	The following measures will be incorporated into the construction specifications for the proposed project to reduce and control noise generated by construction-related activities, consistent with City ordinances and standards: • Noise-generating construction activities will be restricted to Monday through Friday from 7 a.m. to 7 p.m., and Saturday and Sunday from 8 a.m. to 8 p.m. to comply with the City of Roseville noise ordinance. • All construction equipment will have sound-control devices no less effective than those provided on the original equipment. No equipment will have an unmuffled exhaust. • Appropriate additional noise-reducing measures will be implemented, including (but not limited to) the following: stationary construction equipment will be located as far as possible from sensitive uses; sensitive uses will be identified on construction drawings; and equipment idling will be prohibited when the equipment is not in use.	Contractor	During Construction	

No.	Description of Commitment	Responsible Party/Monitor	Timing/Phase	Verification of Compliance
BMP — 6	The City would require the construction contractor to implement a traffic control plan, including a construction schedule and plan to meet the City's notice procedures, before construction activities are initiated. This plan would identify general methods by which construction activities will be managed to minimize substantial delays to traffic. These methods may include (but are not limited to): • Appropriately sequencing activities (e.g., segment phasing, timing of grading, hours of construction) to minimize effects on traffic flow, • Maintaining traffic flow in the project area to the extent possible, and • Maintaining bicycle and pedestrian access.	Contractor	Prior to Construction	
BMP — 7	As per the City's Design and Construction Standards for Solid Waste (Section 151) (City of Roseville 2014), the City would ensure that contractors meet with the designated Roseville Environmental Utilities Inspector prior to beginning work to ensure that an approved plan is in place to store and dispose of all construction debris, according to relevant federal, State, and local statutes.	City of Roseville	Prior to Construction	
BIO — 1	A focused plant survey will be conducted during the blooming season prior to the start of Construction (March-May). If rare plants are discovered during these surveys, additional ESA fencing or relocation will be implemented to avoid and minimize impact to the species.	Biological Consultant	Prior to Construction	

No.	Description of Commitment	Responsible Party/Monitor	Timing/Phase	Verification of Compliance
	Coordination with CDFW may be required to determine appropriate buffer distances.			
BIO — 2	If possible, vegetation removal should occur outside the nesting season for all bird species (February 1 st – August 31 st).	Contractor	During Construction	
BIO — 3	If vegetation removal is to take place during the nesting season (February 1st – August 31st), a pre-construction nesting bird survey must be conducted within 7 days prior to vegetation removal. Within 2 weeks of the nesting bird survey, all vegetation cleared by the biologist will be removed by the contractor. A minimum 100 foot no-disturbance buffer will be established around any active nest of migratory birds and a minimum 300 foot no-disturbance buffer will be established around any nesting raptor species. The contractor must immediately stop work in the nesting area until the appropriate buffer is established and is prohibited from conducting work that could disturb the birds (as determined by the project biologist and in coordination with wildlife agencies) in the buffer area until a qualified biologist determines the young have fledged. A	Contractor and Consultant	Prior to Construction	

No.	Description of Commitment	Responsible Party/Monitor	Timing/Phase	Verification of Compliance
	reduced buffer can be established if determined appropriate by the project biologist and approved by CDFW.			
BIO — 4	A preconstruction survey will be conducted within 7 days prior to ground disturbing activities to find active burrowing owl burrows within a 500-foot buffer zone around construction activities, between February 1 st – August 31 st . If burrowing owls are observed during the preconstruction survey, coordination with CDFW will be required to determine appropriate no-work buffer distances and other avoidance strategies.	City of Roseville/ Consultant	Prior to Construction	
BIO — 5	As required by BMP — 2, all temporary disturbed riparian areas will be restored following construction. In addition, all permanent impacts to riparian habitat (waters of the State) will be mitigated a minimum of 2:1 ratio via purchase of mitigation credits at an agency approved mitigation bank. Exact mitigation ratios and locations will be documented in the Section 1602 Lake and Streambed Alteration Agreement to be obtained from the California Department of Fish and Wildlife prior to construction.	City of Roseville/ Consultant	Prior to Construction	
BIO — 6	Permanent impacts to riverine (waters of the U.S.) will be mitigated to ensure no net loss by purchasing mitigation credits from the National Fish and Wildlife Foundation in-lieu fee program or an agency approved mitigation bank. Exact mitigation ratios and locations will	City of Roseville/ Consultant	Prior to Construction	

No.	Description of Commitment	Responsible Party/Monitor	Timing/Phase	Verification of Compliance
	be documented in the Section 404 Nationwide Permit to be obtained from the U.S. Army Corp of Engineers prior to construction.			
CR — 1	In the event of the discovery of buried archaeological deposits it is recommended that project activities in the vicinity of the find should be temporarily halted and a Qualified Archaeologist consulted to assess the resource and provide proper management recommendation. Possible management recommendations for important resources could include resource avoidance or data recovery excavations.	Contractor	During Construction	
CR — 2	The City shall ensure construction specifications shall include the following information in the grading notes: If substantial fossil remains (particularly vertebrate remains) are discovered during earth-disturbing activities on the project site, activities will stop immediately until a state-registered Professional geologist or Qualified Professional Paleontologist can assess the nature and importance of the find and a Qualified Professional Paleontologist can recommend appropriate treatment. Treatment may include preparation and recovery of fossil materials so that they can be housed in an appropriate museum or university collection and may also	City of Roseville	During Construction	

No.	Description of Commitment	Responsible Party/Monitor	Timing/Phase	Verification of Compliance
	include preparation of a report for publication describing the finds. The City will be responsible for ensuring that recommendations regarding treatment and reporting are implemented.			
CR — 3	The City shall ensure construction specifications include the following in the grading notes: • If human remains are discovered during any phase of construction, including disarticulated or cremated remains, the construction contractor shall immediately cease all ground-disturbing activities within 100 feet of the remains and notify Mark Morse, Environmental Coordinator, and City of Roseville City Manager's Office. • In accordance with California State Health and Safety Code Section 7050.5, no further disturbance shall occur until the following steps have been completed: ○ The County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code (PRC) § 5097.98. ○ If the remains are determined by the County Coroner to be Native American, the NAHC shall be notified within 24 hours, and the guidelines of the NAHC shall be	City of Roseville	During Construction	

No.	Description of Commitment	Responsible Party/Monitor	Timing/Phase	Verification of Compliance
	adhered to in the treatment and disposition of the remains. It is further recommended that a professional archaeologist with Native American burial experience conduct a field investigation of the specific site and consult with the Most Likely Descendant (MLD), if any, identified by the NAHC. As necessary and appropriate, a professional archaeologist may provide technical assistance to the MLD, including but not limited to, the excavation and removal of the human remains.			
NOI — 1	Pile driving activities will be limited to 9 A.M. to 5 P.M., Monday through Friday.			
NOI — 2	In order to reduce the construction noise levels by up to 15 dBA at a distance of 50 feet during construction of the bridge, plywood or noise curtains designed specifically for construction noise mitigation shall be installed around the impact hammer and positioned as close as possible to the hammer / pile impact location during all pile driving activities.			

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Appendix B — Road Construction Emissions Model, August 2016

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Daily Emission Estimates for -> Woodcreek Oaks														
Project Phases (Pounds)	ROG (lbs/day)	CO (lbs/day)	NOx (lbs/day)	PM10 (lbs/day)	Exhaust (lbs/day)	Fugitive Dust (lbs/day)	PM2.5 (lbs/day)	Exhaust (lbs/day)	Fugitive Dust (lbs/day)	SOx (lbs/day)	CO2 (lbs/day)	CH4 (lbs/day)	N2O (lbs/day)	CO2e (lbs/day)
Grubbing/Land Clearing	1.60	11.49	18.29	20.82	0.82	20.00	4.89	0.73	4.16	0.03	2,547.22	0.60	0.03	2,571.52
Grading/Excavation	6.26	40.37	69.07	23.45	3.45	20.00	7.31	3.15	4.16	0.07	6,832.25	1.93	0.07	6,900.03
Drainage/Utilities/Sub-Grade	4.95	35.43	47.49	22.74	2.74	20.00	6.71	2.55	4.16	0.06	5,551.92	1.14	0.05	5,596.44
Paving	2.25	17.35	21.57	1.41	1.41	0.00	1.24	1.24	0.00	0.04	3,671.56	0.67	0.06	3,706.13
Maximum (pounds/day)	6.26	40.37	69.07	23.45	3.45	20.00	7.31	3.15	4.16	0.07	6,832.25	1.93	0.07	6,900.03
Total (tons/construction project)	0.48	3.22	4.99	1.95	0.26	1.68	0.59	0.24	0.35	0.01	549.01	0.14	0.01	554.10
Notes: Project Start Year -> 2017														
Project Length (months) -> 9														
Total Project Area (acres) -> 10														
Maximum Area Disturbed/Day (acres) -> 2														
Water Truck Used? -> Yes														
		Total Material Imported/Exported Volume (yd³/day)		Daily VMT (miles/day)										
Phase	Soil	Asphalt	Soil Hauling	Asphalt Hauling	Worker Commute	Water Truck								
Grubbing/Land Clearing	50	0	60	0	320	20								
Grading/Excavation	0	20	0	20	400	20								
Drainage/Utilities/Sub-Grade	0	0	0	0	680	20								
Paving	200	50	200	60	520	20								
PM10 and PM2.5 estimates assume 50% control of fugitive dust from watering and associated dust control measures if a minimum number of water trucks are specified.														
Total PM10 emissions shown in column F are the sum of exhaust and fugitive dust emissions shown in columns G and H. Total PM2.5 emissions shown in Column I are the sum of exhaust and fugitive dust emissions shown in columns J and K.														
CO2e emissions are estimated by multiplying mass emissions for each GHG by its global warming potential (GWP). 1, 25 and 298 for CO2, CH4 and N2O, respectively. Total CO2e is then estimated by summing CO2e estimates over all GHGs.														
Total Emission Estimates by Phase for -> Woodcreek Oaks														
Project Phases (Tons for all except CO2e. Metric tonnes for CO2e)	ROG (tons/phase)	CO (tons/phase)	NOx (tons/phase)	PM10 (tons/phase)	PM10 (tons/phase)	PM10 (tons/phase)	PM2.5 (tons/phase)	PM2.5 (tons/phase)	PM2.5 (tons/phase)	SOx (tons/phase)	CO2 (tons/phase)	CH4 (tons/phase)	N2O (tons/phase)	CO2e (MT/phase)
Grubbing/Land Clearing	0.02	0.11	0.18	0.21	0.01	0.20	0.05	0.01	0.04	0.00	25.22	0.01	0.00	23.10
Grading/Excavation	0.28	1.80	3.08	1.04	0.15	0.89	0.33	0.14	0.19	0.00	304.38	0.09	0.00	278.87
Drainage/Utilities/Sub-Grade	0.15	1.05	1.41	0.68	0.08	0.59	0.20	0.08	0.12	0.00	164.89	0.03	0.00	150.79
Paving	0.03	0.26	0.32	0.02	0.02	0.00	0.02	0.02	0.00	0.00	54.52	0.01	0.00	49.93
Maximum (tons/phase)	0.28	1.80	3.08	1.04	0.15	0.89	0.33	0.14	0.19	0.00	304.38	0.09	0.00	278.87
Total (tons/construction project)	0.48	3.22	4.99	1.95	0.26	1.68	0.59	0.24	0.35	0.01	549.01	0.14	0.01	502.68
PM10 and PM2.5 estimates assume 50% control of fugitive dust from watering and associated dust control measures if a minimum number of water trucks are specified.														
Total PM10 emissions shown in column F are the sum of exhaust and fugitive dust emissions shown in columns G and H. Total PM2.5 emissions shown in Column I are the sum of exhaust and fugitive dust emissions shown in columns J and K.														
CO2e emissions are estimated by multiplying mass emissions for each GHG by its global warming potential (GWP). 1, 25 and 298 for CO2, CH4 and N2O, respectively. Total CO2e is then estimated by summing CO2e estimates over all GHGs.														
The CO2e emissions are reported as metric tons per phase.														



Woodcreek Oaks Boulevard Widening Project Comments, Responses, and Errata to the Initial Study/proposed Mitigated Negative Declaration

January 2017



311 Vernon Street
Roseville, CA 95678
Contact: Mark Morse
(916) 774-5334

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Attachment A - Signal Warrant Analysis

1.0 Introduction

This document contains all of the comments received on the draft Initial Study, responses to those comments, and any Initial Study pages requiring revision (errata pages) based upon the comments received. All of the comments and responses on the draft ISMND can be found in Section 2.0 of this document. The revised pages from the document can be found in Section 3.0.

Changes to the ISMND are not considered significant and re-circulation of the document is not required in accordance with the California Environmental Quality Act (CEQA) Guidelines, Section 15073.5(c).

2.0 Comments and Responses

The following pages include the comments received on the environmental document and City responses. Each comment letter is numbered in the order it was received, and each individual comment requiring response is denoted with a bracket on the right hand margin along with a comment index number. Responses follow and cross reference each comment index number.

Comment 01 – California Department of Fish and Wildlife (received 10/26/16 via email)

From: Calderaro, Angela@Wildlife [<mailto:Angela.Calderaro@wildlife.ca.gov>]
Sent: Wednesday, October 26, 2016 11:29 AM
To: Morse, Mark <MMorse@roseville.ca.us>
Cc: Wildlife R2 CEQA <R2CEQA@wildlife.ca.gov>
Subject: Comment: Woodcreek Oaks Boulevard Widening Project (SCH#2016102053)

Dear Mr. Morse,

The California Department of Fish and Wildlife (Department) is providing comments on the Mitigated Negative Declaration (MND) for the Barton Ranch Project (project) as both a trustee agency and responsible agency under the California Environmental Quality Act (CEQA). As trustee for the State's fish and wildlife resources, the Department has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of such species (Guidelines § 15386). The Department may also be a responsible agency for a project affecting biological resources where we will exercise our discretion after the lead agency to approve or carry out a proposed project or some facet thereof (CEQA Guidelines § 15096).

01-01

The project proposes to widen a segment of Woodcreek Oaks Boulevard from Crimson Ridge Way south to 600 feet north of Pleasant Grove Boulevard. The project proposes to reconfigure approximately 1.5 miles of roadway to allow two travel lanes in each direction, Class II bike lanes, curb, gutter, sidewalk, curb ramps, center median and drainage system improvements. The road shall be widened by narrowing the existing median, thereby protecting and maintaining existing curb, gutter, and sidewalk infrastructure, and protecting the existing trees and landscaping currently existing in the median to the greatest extent practicable. The project also includes constructing a new bridge adjacent to the existing bridge over South Branch Pleasant Grove Creek.

Special-status Plants

Since the drought may affect whether certain plants will be identified, impacts may occur if surveys do not identify the plants because surveys were not conducted on multiple site visits and in multiple years. The Department recommends using established rare plant survey protocol, such as the *Protocol for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities* (see http://www.dfg.ca.gov/wildlife/nongame/survey_monitor.html), to identify rare plants that may occur on the project site or otherwise be impacted by project activities. In addition, drought and other adverse conditions may mean that some plant taxa will not be evident or identifiable this year. This may be particularly true for annual and short-lived perennial plant taxa and plants with persistent long-lived seed banks that are known not to germinate every year. Because of these conditions, the failure to locate a plant during the floristic surveys of one field season does not constitute evidence that the plant is absent from the surveyed location. The timing and number of visits necessary to conduct a floristic survey should be determined by geographic location, the natural communities present and the weather patterns of the year, with the understanding that more than one field visit or field season may be necessary to accurately survey the floristic diversity of a site and detect the presence of special-status plant taxa.

01-02

To make the most out of this field season the Department recommends that:

- ☐ Botanical surveys be floristic in nature (every plant taxon that occurs on a site is identified to the taxonomic level necessary to determine rarity and listing status);
- ☐ Surveys be conducted in the field at the time of year when target plant taxa are both evident and identifiable (usually during flowering or fruiting), and multiple visits to a site be made (e.g. in early, mid, and late-season) to accurately survey the floristic diversity of the site and detect the presence of all special status plant taxa that are evident and identifiable;

- Nearby reference populations be visited whenever possible to determine if known special status plant populations are evident and identifiable this year, and to obtain a visual image of the target species, associated habitat, and associated natural community. Reference populations may be particularly important this year to ensure that the timing of surveys is appropriate and to help substantiate negative findings in adverse conditions caused by drought.

Again, additional field seasons of surveys may be necessary to accurately survey the floristic diversity of a site and substantiate negative findings. This may be particularly true when surveying for annual or short-lived perennial plant taxa during drought conditions, and in years where an evident and identifiable reference population could not be referenced.

Reports for surveys that are conducted this year should include a discussion of how the drought affects the comprehensiveness of the surveys, and the potential for false negative surveys. The size, condition, and phenological development of any special-status plant reference populations that were visited should also be described.

**01-02
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If suitable habitat is present, the Department recommends that surveys are conducted in accordance with the protocol identified above to determine whether any rare plants which are either State or federally listed, or meet the criteria pursuant to Guidelines Section 15380(b) are present. A full discussion of the determination and timing of species-specific mitigation to avoid impacts to sensitive plant species present within the vicinity of project site should be included in the CEQA analysis. CEQA guidelines Section 15021 establishes a duty for public agencies to avoid or minimize environmental damage where feasible. CEQA also requires that lead agencies give major consideration to preventing environmental damage, and should not approve a project as proposed if there are feasible alternatives or mitigation measures available that would substantially lessen any significant effects that the project would have on the environment. The Department recommends that the lead agency evaluate and demonstrate the project's ability to avoid and minimize both direct and indirect impacts to rare plants and their habitat, and require project modifications as necessary to accomplish these tasks. For those locations of the project site where impacts to sensitive plants are unavoidable, mitigation for this project should be established off-site in accordance with the off-site mitigation program elements. The mitigation plan should be developed that demonstrates specific details designed to accomplish these off-site mitigation program elements.

01-03

Mitigation measure BIO-1 states that one survey will be conducted prior to the start of construction. The mitigation measure does not stress avoidance nor does it propose what will be done at a minimum to minimize and mitigate the potential impact. The plants should be salvaged, preserved, and otherwise mitigated for through success criteria specific to those plants. Mitigation measure BIO-1 does not give performance standards for the restoration site. The Department recommends that the lead agency condition the project to require Department's review and approval of a mitigation plan and that the mitigation plan require a 3:1 mitigation ratio (3 acres restored for each acre disturbed) and that performance standards are built into the plan. If performance standards are not met following ten years of monitoring, then additional mitigation would be required. In some instances, they may not be able to fully mitigate the loss of rare or state-listed plants as the transplantation and seeding potential for some rare plants are not known. Therefore, the mitigation as proposed would not reduce impacts to special-status plants to a less than significant level as stated.

Riparian Habitat/ Streambed Alteration Agreement

The CEQA analysis should state what, if any, Department-jurisdictional features will be removed, disturbed, or otherwise altered by the project. The Department's jurisdiction includes the bed, bank and channel and any associated habitat including areas where water has flowed and where the width of its course can be identified by physical or biological indicators. This may include the floodplain or associated contributing drainage areas. The Ordinary High Water Mark (OHWM) usually only takes into account the low-flow channel or thalweg. Riparian vegetation is not the end of our jurisdiction either. In some cases there may be no vegetation. When determining jurisdiction, the Department must consider the fluvial geomorphology of the system including the following: (1) where water currently flows, or has flowed, over

01-04

a given course during the historic hydrologic regime (can be subsurface flows), (2) the maximal extent of the or expression of a stream on the landscape, (3) the connectivity between the groundwater table and surrounding landscape (may include springs, swales, surface runoff source areas that are a source of water to a stream), and (4) the nexus between the stream and all life associated with the streams. Riparian can include areas adjacent to perennial, intermittent, and ephemeral streams, lakes and estuarine marine shorelines that are transitional between terrestrial and aquatic ecosystems and are distinguished by gradients in biophysical conditions, ecological processes, and biota. They are areas through which surface and subsurface hydrology connect waterbodies with their adjacent uplands. Riparian areas connect upland and aquatic environments through both surface and subsurface hydrologic flow paths.

The project would result in direct and indirect impacts to Department-jurisdictional features. Any stormwater drains that enter into the creek should also be analyzed. The CEQA document should address direct (temporary and permanent), indirect, and cumulative impacts expected to adversely affect biological resources, with specific measures to offset such impacts.

Direct Impacts

An entity (any person, State, local government agency, or public utility) should consider and analyze whether implementation of the proposed project will result in reasonably foreseeable potentially significant impacts subject to regulation by the Department under Section 1600 et seq. of the FGC. In general, such impacts result whenever a proposed project involves work undertaken in or near a river, stream, or lake that flows at least intermittently through a bed or channel, including ephemeral streams and watercourses. As a responsible agency under CEQA, the Department must rely on the CEQA analysis for the project when exercising our discretion after the lead agency to approve or carry out some facet of a proposed project, such as the issuance of a Lake and Streambed Alteration Agreement (LSAA). Therefore, the CEQA document should include specific, enforceable measures to be carried out onsite or within the same stream system that will avoid, minimize and/or mitigate for project impacts to the natural resources. If CDFW-jurisdictional features will be removed as a result of the project, the Department recommends a minimum *3 acres of restored habitat for each acre removed*. Mitigation measures should also describe when the mitigation measure will be implemented, and explain why the measure is feasible. The Department recommends that the CEQA document does not defer mitigation details to some future time. The CEQA document should identify the following items: how each measure will be carried out; who will perform the measures; when the measures will be performed; the performance standards and mechanisms for achieving success, and an assured source of funding to acquire and manage identified mitigation lands. The CEQA document should describe a range of enforceable mitigation measures that will be implemented in instances where approval and cooperation with the entities identified above either does or does not occur.

Indirect Impacts

Project activities may result in disrupted reproduction depending on the time of year construction occurs; noise, light, dust, and ground vibration during construction; and possible increased sedimentation into associated seasonal wetlands and floodplain resulting from fill material inadvertently entering the waterway. Indirect impacts from development may occur from effects to water quality, increase in noise, light and human-wildlife interaction, as well as disturbances to wildlife species and the habitats on which they depend.

Nesting Birds and Raptors

The project has the potential to disturb bird species or nests protected under the Migratory Bird Treaty Act (MBTA), FGC §3503 and 3503.5. Since project activities may occur during the nesting season (determined by region, species, and climate), construction activities could result in disturbance to nesting raptors and other migratory birds. Raptors and other migratory birds are protected under the MBTA and FGC §3503.5; therefore, potential impacts may be considered potentially significant unless adequate

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01-05

avoidance, minimization and/or mitigation is incorporated. If nests are identified on or adjacent to the project site, implementation of the project may adversely impact the success of the nest site and/or take a bird, their eggs and/or nest.

Mitigation Measures BIO-2 and 3 state that preconstruction surveys will be conducted within 2 weeks prior to the start of vegetation removal. The Department recommends that this is changes to three (3) days prior to the start of construction including any earthmoving, vegetation removal or disturbance. In addition, if there is a break in construction activity of more than 2 weeks or if there is a change in the level of disturbance at a site, then subsequent surveys should be conducted. All measures to protect birds should be performance-based. While some birds may tolerate disturbance within 500 feet of construction activities, other birds may have a different disturbance threshold and “take” (FGC §86) could occur if the no-work buffers are not designed to reduce stress to that individual pair. The Department recommends including performance-based protection measures for avoiding all nests protected under the Migratory Bird Treaty Act and FGC §3503.5. A 500-foot no-work buffer may be sufficient; however, that buffer may need to be increased based on the birds’ tolerance level to the disturbance. Below is an example of a performance-based protection measure:

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Should construction activities cause the nesting bird to vocalize, make defensive flights at intruders, get up from a brooding position, or fly off the nest, then the exclusionary buffer will be increased such that activities are far enough from the nest to stop this agitated behavior. The exclusionary buffer will remain in place until the chicks have fledged or as otherwise determined by a qualified biologist. The best method is to have a qualified biologist onsite monitoring activities as birds may nest within pipes or on cleared ground. The removal of a nest tree even if it is not within the breeding season may still constitute a significant impact especially for Swainson’s hawk a state-listed species and one that has high nest site fidelity. FGC 3503 and 3503.5 does not state if the nest is active or not.

Burrowing Owl

Suitable habitat for burrowing owl is present on and adjacent to the project site. Under the *Staff Report on Burrowing Owl Mitigation* (CDFG 2012), the Department recommends a qualified biologist will complete four surveys for burrowing owl. The biologist will conduct 4 survey visits: 1) at least one site visit between 15 February and 15 April, and 2) a minimum of three survey visits, at least three weeks apart, between 15 April and 15 July, with at least one visit after 15 June. Surveys will be conducted on the project site and within 150 meters of areas that will be directly or indirectly impacted by the project, where feasible. Surveys shall not be conducted during inclement weather, when burrowing owls are typically less active and visible. If burrowing owls or evidence of burrowing owls (e.g., whitewash or pellets) are not observed during surveys, no additional mitigation is necessary. If the birds are present, then there is potential for impacts to occur and the project proponent to take a bird protected under FGC. If any new burrowing owl colonizes the project site after the CEQA document has been adopted, it may constitute changed circumstances that should be addressed in a re-circulated CEQA document (CDFG 2012).

01-06

Passive relocation is considered an impact to the species unless there is adjacent natural habitat nearby. The Department recommends that mitigation measure BIO-4 is amended so it is consistent with the *Staff Report on Burrowing Owl Mitigation*. Namely, the project proponent should develop a Burrowing Owl Exclusion Plan approved by the Department. In addition, the impact analysis does not include compensatory mitigation for the loss of occupied burrowing owl habitat. The Department recommends that temporary and permanent loss of habitat is mitigated as outlined in the Department’s staff report to include permanent protection of mitigation land, a management plan, and endowment.

Thank you for considering our comments. If you could please reply and let me know you received this email, it would be greatly appreciated. Department personnel are available for consultation regarding biological resources and strategies to minimize impacts. If you have questions, please do not hesitate to contact me.

Regards,

Angela Calderaro

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To report a violation please notify the Californians Turn in Poachers and Polluters (CalTIP) program by calling 1-888-DFG-Caltip or texting “tip411” (numerically, 847411 – Start message with “Caltip”) You can even send photos via text. Also, the CalTIP App can be downloaded for free via the Google Play Store and iTunes App Store.

Note: I do not work most Thursdays.

Response to Comment 01 from California Department of Fish and Wildlife

Response to Comment 01-01

Comment noted. The California Department of Fish and Wildlife's (CDFW's) role as a responsible agency is acknowledged in Section 2.8 of the ISMND.

Response to Comment 01-02

This comment recommends using established rare plant survey protocol to identify rare plants that may occur on the project site. The comment also indicates that more than one field visit or field season may be necessary to accurately detect the presence of special status plants and indicates drought conditions may affect the results of the surveys and produce false results.

As discussed in Section 3.4 of the Draft ISMND and the Biological Resources Report (BRR), protocol-level special-status plant surveys of project site were conducted in accordance with the Protocol for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities (CDFW, 2000), along with U.S. Fish and Wildlife Service (USFWS) and California Native Plant Society (CNPS) protocols; however, these surveys were conducted outside of the blooming season. ISMND Mitigation Measure BIO-1 currently requires focused plant surveys be conducted during the blooming season prior to construction to determine if sensitive plant species are within the project area. If any sensitive plant species are identified, additional ESA fencing or relocation may be required. If sensitive plants are identified in these subsequent surveys, depending upon the plants identified and their proximity to the project site, additional coordination with CDFW may be required to determine appropriate buffer distances. No changes to the ISMND conclusions or mitigation recommendations are required.

Response to Comment 01-03

Impacts to special status plant species were addressed in discussion of 3.4(A) of the Draft ISMND and mitigation measures to avoid and minimize impacts are outlined in Mitigation Measure BIO-1. Consistent with the recommendations of this comment, mitigation requires that populations of special status plants be avoided, and if avoidance is not feasible, then additional measures such as seed collection and/or transplantation shall be developed in consultation with the appropriate agencies (CDFW and USFWS).

Based on the comment received, Mitigation Measure BIO-1 has been revised to include development of a consistent mitigation plan and performance standards approved by the City and CDFW should rare plants be discovered during blooming season surveys conducted prior to construction.

Dwarf Downingia is not on the CNPS List 1B as indicated in the comment, but is instead on the CNPS List 2B.2, which includes plants that are moderately threatened in California, but more common elsewhere. Plants are measured as a population, not as acreage as is the case with wetlands. Requiring a 3:1 acreage mitigation ratio and 10 years of monitoring for this species is not appropriate given that it is not listed pursuant to the Federal Endangered Species Act (FESA) or the California Endangered Species Act (CESA), there is no available technology for replicating or multiplying seeds from this species, and there is no source to purchase additional seeds for this species. The plant is very small in stature, measuring 1-2 inches in size; thus, it is too delicate for direct transplantation and the seeds are microscopic. Guaranteeing survivorship is infeasible due to its annual nature and inability to compete with associated native and non-native plant species. Additionally, Dwarf Downingia populations are often found in areas that have been disturbed. Temporary soil disturbance benefits the species by exposing bare soil with seed source and creating gaps in vegetation for the plant to grow into. If open space areas are undisturbed, the plant population will not likely persist for 10 years, which is typical for the species. No further mitigation is required.

Response to Comment 01-04

This comment indicates that the Draft ISMND should identify what, if any, Department-jurisdictional features will be removed, disturbed, or otherwise altered by the proposed project.

The Draft ISMND disclosed the project site's existing natural features, waters of the U.S., streams and creeks, riparian habitat, and special status species located on the project site or for which suitable habitat exists on the site (refer to Section 3.4, Figures 4 and 5, and Tables 4 and 5 of the Draft ISMND). The Draft ISMND also calculated and disclosed the extent of the Proposed Project's impacts on these features and all biological resources that could be affected by implementation of the project as proposed, as well as feasible mitigation for all such impacts. CEQA does not require a delineation of CDFW jurisdictional features, because a legal determination of the precise extent of CDFW's jurisdiction over resources impacted by the project ultimately lies with the State, not with the City, the lead agency for the ISMND. Nonetheless, the City believes that by providing a full discussion of the project site's existing natural features and the extent of the potential impacts on water features and dependent species and habitat, the ISMND provides the necessary information required under CEQA for CDFW's subsequent decision as a responsible agency on a permit application for a Streambed Alteration Agreement. Fish and Game Code 1602 defines CDFW's jurisdiction as the "bed, channel, or bank of, any river, stream, or lake."

The project site contains one feature with beds and banks, the South Branch Pleasant Grove Creek. The project would have less than 0.01 acres permanent effects to the Waters of the U.S and waters of the State and would temporarily affect approximately 0.07 acres of waters of the U.S. and 0.17 acres of waters of the State. In addition to the ISMND's discussion of waters impacts and mitigation, a discussion of potential impacts to riparian habitat and the need to obtain a Stream bed Alteration Agreement from CDFW was provided within the discussion of 3.4(C) of the Draft ISMND. Mitigation Measure BIO-5 states that a Lake and Streambed Alteration Agreement shall be obtained, and then lists specific measures that must be implemented such that all temporary disturbed riparian areas will be restored following construction. In addition, all permanent impacts to riparian habitat (waters of the State) will be mitigated a minimum of 2:1 ratio via purchase of mitigation credits at an agency approved mitigation bank.

The City, as lead agency, and CDFW, as the responsible agency for issuing the Lake and Streambed Alteration Agreement, has oversight and approval to ensure that this measure is implemented by the Applicant. As required under CEQA, the Mitigation Monitoring and Reporting Program (MMRP) that will be adopted by the City if the project is approved will specify the parties responsible for the mitigation and overseeing and enforcing its implementation. The Lake and Streambed Alteration Agreement shall identify the final mitigation plan and ratio of restored habitat for each acre removed based upon final engineering plans.

Response to Comment 01-05

Comment noted. Impacts to nesting birds and raptors were addressed in discussion of 3.4(A) of the Draft ISMND. In response to the suggestions in this comment, Mitigation Measures BIO-3 and BIO-4 have been revised to require that nesting surveys be conducted within 3 days prior to start of construction activities, and that surveys be re-conducted if there is a break in construction activities lasting more than 2 weeks. Additional performance standards have been added to Mitigation Measures BIO-3 and BIO-4 consistent with the recommendations of this comment. It should be noted that the ISMND indicates that the nesting season starts on February 1st, which is more conservative than CDFW's recommendation of February 15th.

Response to Comment 01-06

The Draft ISMND acknowledges that burrowing owls have potential to occur within the project site and recommends appropriate mitigation measures in accordance with the requirements of CDFW's Staff Report on Burrowing Owl Mitigation (CDFW, 2012). Because the timing of construction activities is not known, the Draft ISMND mitigation requires that a take avoidance survey be conducted in accordance with the Staff Report on Burrowing Owl Mitigation (CDFW, 2012). Appendix D of the Staff Report states "Field experience from 1995 to present supports the conclusion that it would be effective to complete an initial take avoidance survey no less than 14 days prior to initiating ground disturbance activities using the recommended methods described in the Detection Surveys section above". Passive relocation of owls is outlined as a type of exclusion within the Staff Report on Burrowing Owl Mitigation (CDFW 2012). Mitigation Measure BIO-4 has been revised to clarify that a Burrowing Owl Exclusion Plan shall be developed in accordance with CDFW guidance if active burrows are identified.

The comment asserting that the ISMND may need to be recirculated if any new burrowing owl colonizes the project site after the CEQA document has been adopted is an inaccurate statement of the law. Recirculation is required if significant new information is added to an ISMND after it has been circulated but before it is certified. After an ISMND is certified, no subsequent or supplemental ISMND shall be required unless (a) there is a further discretionary approval required; and (b) there is substantial evidence of new or more severe significant impacts due to project changes, changed circumstances, or new information which was not known and could not have been known at the time the ISMND was certified. Because this ISMND already identifies potentially significant impacts to burrowing owls and proposes mitigation to reduce those impacts to a less than significant level, a discovery at some point in the future of any new burrowing owl colonies within the project area would not constitute changed circumstances prompting subsequent analysis under CEQA.

Comment 02 – City of Roseville Transportation Commission (received 11/15/16 via Transportation Commission meeting)

The City of Roseville Transportation Commission (TC) reviewed the environmental document and provided comment following a staff presentation of the project to the Commission. The TC made the following comments regarding the project and environmental document related to project timing, funding, pedestrian and bicycle safety, traffic signals and speed limits as detailed below:

The TC wanted to know why Woodcreek Oaks Boulevard was proposed to be widened now and how the project was being funded.

02-01

With the widening, the TC was concerned about pedestrian and bicycle safety along the roadway, and wondered if any additional signals are proposed along the alignment and if additional crosswalk safety measures are proposed, such as mid-crossing pedestrian refuge areas. The main concern was at the Woodcreek Golf Club located at 5880 Woodcreek Oaks Boulevard, where sidewalk ramps exist but not any formal crosswalk. Additionally, the TC requested the intersection of Woodcreek Oaks Boulevard and Jonquil Drive/Marblethrope Drive be investigated.

02-02

The TC commented the staff report mentioned a warrant study had been done regarding the need for a signal, but the study itself was not attached. The TC noted how important transparency was to their process and asked the study be made available as the project moves forward to the City Council. They asked that the analysis related to pedestrian warrants for a signal be included.

The TC requested verification that the informal right turn lane/deceleration lane along northbound Woodcreek Oaks Boulevard at the Woodcreek Golf Club is going to remain and will not be effected by the proposed widening.

02-03

The TC commented on Page 66 of the environmental document requesting verification that that project does not conflict with City plans and policies regarding pedestrian facilities. City plans and policies require Americans with Disabilities Act (ADA) improvements at any intersections within the project limits that are not currently in compliance with ADA standards. Additional sidewalk improvements to bring the sidewalks to standard or to repair damages may also be required as part of the proposed project.

02-04

Lastly, the TC questioned the posted 40 mile per hour (mph) speed limit along segments of Woodcreek Oaks and wondered why other City arterials are posted at 45 mph and whether or not the proposed project will potentially increase the speed limit to 45 mph throughout the corridor as a result of future speed surveys.

02-05

Response to Comment 02 from City of Roseville Transportation Commission

Response to Comment 02-01

The ultimate 4-lane configuration of Woodcreek Oaks Boulevard within the project area was originally approved in 1989 and 1997 as part of the Northwest Roseville Specific Plan and North Roseville Specific Plan, respectively. The project is proposing to widen Woodcreek Oaks Boulevard at this time to provide the capacity needed to meet level of service standards in the City as new approved development comes online over the next few years. The widening of Woodcreek Oaks Boulevard will be funded by local Traffic Mitigation Fees.

Response to Comment 02-02

The proposed project conducted a signal warrant analysis at the intersection of Woodcreek Oaks Boulevard and Woodcreek Golf Club/Calle Las Casas and at the intersection of Woodcreek Oaks Boulevard and Marblethorpe Drive/Jonquil Court, and the found the warrants for a new signal were not met. These warrants involve traffic volumes, delay, accident history, and pedestrian volumes based on guidelines established by the State of California. Although formal studies were not completed at the other non-signalized intersections within the project limits, traffic volumes are lower at these intersections, so warrants are not anticipated to be met at any of these other intersections. No modifications to the design were found to be warranted through the analysis conducted. As requested by the Transportation Commission for transparency, the Signal Warrant Analysis is contained herein as Attachment A.

Response to Comment 02-03

The existing informal right turn lane/deceleration lane along northbound Woodcreek Oaks Boulevard at the Woodcreek Golf Club will not be affected by the proposed project and will remain as it is today. The median at the Woodcreek Golf Club will be narrowed to accommodate the additional lanes; however, the project is not anticipating modification of the existing curbs along Woodcreek Oaks Boulevard, except to modify ramps if needed.

Response to Comment 02-04

The project does not conflict with any existing City plans or policies with regard to pedestrian facilities. Further, any existing curb ramps not currently in compliance with the City ADA Transition Plan will be replaced with ADA compliant curb ramps. Sidewalks will also be inspected.

Response to Comment 02-05

The current posted 40 mph speed limit is a result of past speed surveys that measure the speed of existing drivers and set the speed limit at the 85th percentile speed. Future speed surveys could result in revised posted speed. The existing lanes currently have a width of approximately 13 feet; however, the proposed project will narrow the lanes down to range between 11 and 12 feet. Narrower lanes tend to reduce speeds, in which the proposed project features would work to calm traffic along the corridor.

Comment 03 – Central Valley Regional Water Quality Control Board (received 11/18/16 via mail)



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Central Valley Regional Water Quality Control Board

14 November 2016

Mark Morse
City of Roseville
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CERTIFIED MAIL
91 7199 9991 7035 8417 5019

COMMENTS TO REQUEST FOR REVIEW FOR THE MITIGATED NEGATIVE DECLARATION, WOODCREEK OAKS BOULEVARD WIDENING PROJECT, SCH# 2016102053, PLACER COUNTY

Pursuant to the State Clearinghouse's 21 October 2016 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Mitigated Negative Declaration* for the Woodcreek Oaks Boulevard Widening Project, located in Placer County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

I. Regulatory Setting

Basin Plan

The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act. Each Basin Plan must contain water quality objectives to ensure the reasonable protection of beneficial uses, as well as a program of implementation for achieving water quality objectives with the Basin Plans. Federal regulations require each state to adopt water quality standards to protect the public health or welfare, enhance the quality of water and serve the purposes of the Clean Water Act. In California, the beneficial uses, water quality objectives, and the Antidegradation Policy are the State's water quality standards. Water quality standards are also contained in the National Toxics Rule, 40 CFR Section 131.36, and the California Toxics Rule, 40 CFR Section 131.38.

The Basin Plan is subject to modification as necessary, considering applicable laws, policies, technologies, water quality conditions and priorities. The original Basin Plans were adopted in 1975, and have been updated and revised periodically as required, using Basin Plan amendments. Once the Central Valley Water Board has adopted a Basin Plan amendment in noticed public hearings, it must be approved by the State Water Resources Control Board (State Water Board), Office of Administrative Law (OAL) and in some cases,

KARL E. LONGLEY SCD, P.E., CHAIR | PAMELA C. CREEDON P.E., BCEE, EXECUTIVE OFFICER

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the United States Environmental Protection Agency (USEPA). Basin Plan amendments only become effective after they have been approved by the OAL and in some cases, the USEPA. Every three (3) years, a review of the Basin Plan is completed that assesses the appropriateness of existing standards and evaluates and prioritizes Basin Planning issues.

For more information on the *Water Quality Control Plan for the Sacramento and San Joaquin River Basins*, please visit our website:
http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/.

Antidegradation Considerations

All wastewater discharges must comply with the Antidegradation Policy (State Water Board Resolution 68-16) and the Antidegradation Implementation Policy contained in the Basin Plan. The Antidegradation Policy is available on page IV-15.01 at:
http://www.waterboards.ca.gov/centralvalleywater_issues/basin_plans/sacsjr.pdf

In part it states:

Any discharge of waste to high quality waters must apply best practicable treatment or control not only to prevent a condition of pollution or nuisance from occurring, but also to maintain the highest water quality possible consistent with the maximum benefit to the people of the State.

This information must be presented as an analysis of the impacts and potential impacts of the discharge on water quality, as measured by background concentrations and applicable water quality objectives.

The antidegradation analysis is a mandatory element in the National Pollutant Discharge Elimination System and land discharge Waste Discharge Requirements (WDRs) permitting processes. The environmental review document should evaluate potential impacts to both surface and groundwater quality.

II. Permitting Requirements

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction General Permit), Construction General Permit Order No. 2009-009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan

03-01
(cont)

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drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements.

If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACOE at (916) 557-5250.

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACOE permit (e.g., Non-Reporting Nationwide Permit, Nationwide Permit, Letter of Permission, Individual Permit, Regional General Permit, Programmatic General Permit), or any other federal permit (e.g., Section 10 of the Rivers and Harbors Act or Section 9 from the United States Coast Guard), is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications.

Waste Discharge Requirements – Discharges to Waters of the State

If USACOE determines that only non-jurisdictional waters of the State (i.e., “non-federal” waters of the State) are present in the proposed project area, the proposed project may require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation.

For more information on the Water Quality Certification and WDR processes, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/help/business_help/permit2.shtml.

Dewatering Permit

If the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Risk General Order) 2003-0003 or the Central Valley Water Board's Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Risk Waiver) R5-2013-0145. Small temporary construction dewatering projects are projects that discharge groundwater to land from excavation activities or dewatering of underground utility vaults. Dischargers seeking coverage under the General Order or Waiver must file a Notice of Intent with the Central Valley Water Board prior to beginning discharge.

For more information regarding the Low Risk General Order and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf.

For more information regarding the Low Risk Waiver and the application process, visit the Central Valley Water Board website at:

03-01
(cont)

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(SWPPP).

For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml.

Phase I and II Municipal Separate Storm Sewer System (MS4) Permits¹

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/.

For more information on the Phase II MS4 permit and who it applies to, visit the State Water Resources Control Board at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/phase_ii_municipal.shtml

03-01
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Industrial Storm Water General Permit

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 2014-0057-DWQ.

For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml.

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACOE). If a Section 404 permit is required by the USACOE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water

¹ Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalities, including non-traditional Small MS4s, which include military bases, public campuses, prisons and hospitals.

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http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/waivers/r5-2013-0145_res.pdf

Regulatory Compliance for Commercially Irrigated Agriculture

If the property will be used for commercial irrigated agricultural, the discharger will be required to obtain regulatory coverage under the Irrigated Lands Regulatory Program. There are two options to comply:

1. **Obtain Coverage Under a Coalition Group.** Join the local Coalition Group that supports land owners with the implementation of the Irrigated Lands Regulatory Program. The Coalition Group conducts water quality monitoring and reporting to the Central Valley Water Board on behalf of its growers. The Coalition Groups charge an annual membership fee, which varies by Coalition Group. To find the Coalition Group in your area, visit the Central Valley Water Board's website at: http://www.waterboards.ca.gov/centralvalley/water_issues/irrigated_lands/app_appoval/index.shtml; or contact water board staff at (916) 464-4611 or via email at IrrLands@waterboards.ca.gov.
2. **Obtain Coverage Under the General Waste Discharge Requirements for Individual Growers, General Order R5-2013-0100.** Dischargers not participating in a third-party group (Coalition) are regulated individually. Depending on the specific site conditions, growers may be required to monitor runoff from their property, install monitoring wells, and submit a notice of intent, farm plan, and other action plans regarding their actions to comply with their General Order. Yearly costs would include State administrative fees (for example, annual fees for farm sizes from 10-100 acres are currently \$1,084 + \$6.70/Acre); the cost to prepare annual monitoring reports; and water quality monitoring costs. To enroll as an Individual Discharger under the Irrigated Lands Regulatory Program, call the Central Valley Water Board phone line at (916) 464-4611 or e-mail board staff at IrrLands@waterboards.ca.gov.

03-01
(cont)

Low or Limited Threat General NPDES Permit

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for *Dewatering and Other Low Threat Discharges to Surface Waters* (Low Threat General Order) or the General Order for *Limited Threat Discharges of Treated/Untreated Groundwater from Cleanup Sites, Wastewater from Superchlorination Projects, and Other Limited Threat Wastewaters to Surface Water* (Limited Threat General Order). A complete application must be submitted to the Central Valley Water Board to obtain coverage under these General NPDES permits.

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For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at:
http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0074.pdf

For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at:
http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0073.pdf

NPDES Permit

If the proposed project discharges waste that could affect the quality of the waters of the State, other than into a community sewer system, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. A complete Report of Waste Discharge must be submitted with the Central Valley Water Board to obtain a NPDES Permit.

For more information regarding the NPDES Permit and the application process, visit the Central Valley Water Board website at:
http://www.waterboards.ca.gov/centralvalley/help/business_help/permit3.shtml

If you have questions regarding these comments, please contact me at (916) 464-4644 or Stephanie.Tadlock@waterboards.ca.gov.



Stephanie Tadlock
Environmental Scientist

cc: State Clearinghouse unit, Governor's Office of Planning and Research, Sacramento

03-01
(cont)

Response to Comment 03 from California Department of Fish and Wildlife

Response to Comment 03-01

The CVRWQCB letter is a standard comment letter listing state permits and regulations that potentially apply to the project. The City will ensure all applicable permits and regulations are adhered to as part of project implementation. No further response is required.

Comment 04 – Placer County Air Pollution Control District (received 11/21/16 via mail)



110 Maple Street, Auburn, CA 95603 • (530) 745-2330 • Fax (530) 745-2373 • www.placer.ca.gov/apcd

Erik C. White, Air Pollution Control Officer

November 21, 2016

Mark Morse, Environmental Coordinator
City of Roseville
City Manager's Office
311 Vernon Street
Roseville, CA 95678

SENT VIA: planningdept@roseville.ca.us

SUBJECT: Woodcreek Oaks Boulevard Widening Project

Mr. Morse:

Thank you for submitting the Initial Study & Environmental Checklist for the Woodcreek Oaks Boulevard Widening (Project) Initial Study/proposed Mitigated Negative Declaration (IS/MND) to the Placer County Air Pollution Control District (District) for our review and comment. The applicant is seeking public comment relating to the proposal to widen a segment of Woodcreek Oaks Boulevard from Crimson Ridge Way south to 600 feet north of Pleasant Grove Boulevard.

The District would like to recommend the following mitigation measures for your consideration to mitigate the project related construction emissions to the maximum extent.

- The applicant shall submit a Construction Emission/Dust Control Plan to District. Construction contractors shall not break ground prior to receiving District approval of the Construction Emission/Dust Control Plan, and delivering that approval to the City.
- The prime construction contractor shall submit to District a comprehensive inventory (e.g., make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that would be used for 40 or more hours, in aggregate, during a construction season. If any new equipment is added after submission of the inventory, the prime contractor shall contact District before the new equipment is used. At least three business days before the use of subject heavy-duty off-road equipment, the project representative shall provide District with the anticipated construction timeline including start date, name, and phone number of the property owner, project manager, and onsite foreman.
- The applicant shall submit for District approval, a written calculation demonstrating that the heavy-duty (> 50 horsepower) off-road vehicles to be used in the construction project, including owned, leased, and subcontractor vehicles, will achieve a project wide fleet-average 20 percent reduction in NO_x emissions as compared to ARB statewide fleet average emissions. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available. The calculation shall be provided using District's Construction Mitigation Calculator.
- During construction the contractor shall use existing power sources (e.g., power poles) or clean fuel (e.g., gasoline, biodiesel, natural gas) generators rather than temporary diesel power generators to the extent feasible.

04-01

Placer County Air Pollution Control District
November 21, 2016
Woodcreek Oaks Boulevard Widening Project
Page 2 of 2

- During construction, the contractor shall minimize idling time to a maximum of five minutes for all diesel powered equipment. Signs shall be posted in the designated queuing areas of the construction site to remind off-road equipment operators that idling is limited to a maximum of 5 minutes.

Thank you for allowing the District this opportunity to review the project proposal. Please do not hesitate to contact me at 530.745.2327 or ahobbs@placer.ca.gov if you have any questions.

Sincerely,



Ann Hobbs
Air Quality Specialist
Planning & Monitoring Section

cc: Yu-Shuo Chang, Planning & Monitoring Section Supervisor

04-01
(cont)

Bridgeway Christian Church, City of Roseville, MND / CUP

Response to Comment 04 from Placer County Air Pollution Control District

Response to Comment 04-01

The PCAPCD's letter recommends the City consider mitigation measures presented to mitigate project related construction emissions to the maximum extent. However the IS analysis concludes air quality impacts are less than significant and therefore no mitigation is required under CEQA. This approach is consistent with the City's 2010 letter to the PCAPCD which identifies mitigation measures that will be applied to projects that exceed significance thresholds. While the Initial Study concludes impacts are less than significant and no mitigation is required, as outlined in the 2010 letter, the City will continue its practice of listing PCAPCD Public Improvement Requirements 1 through 6 on the Project's improvement plans to inform the contractor of adopted District Rules applicable to the project. No revisions to the draft Initial Study are required.

**Comment 05 – United Auburn Indian Community of the Auburn Rancheria
(received 11/21/16 via mail)**



MIWOK United Auburn Indian Community
MAIDU of the Auburn Rancheria

Gene Whitehouse
Chairman

John L. Williams
Vice Chairman

Danny Rey
Secretary

Jason Camp
Treasurer

Calvin Moman
Council Member

RECEIVED BY

NOV 22 2016

CITY MANAGER'S OFFICE

November 2, 2016

Mark Morse
City of Roseville
311 Vernon St.
Roseville, CA 95678

Subject: Notice of Intent to Adopt a Mitigated Negative Declaration for the City of Roseville Woodcreek Oaks Boulevard Widening Project

Dear Mark Morse,

Thank you for requesting information regarding the above referenced project. The United Auburn Indian Community (UAIC) of the Auburn Rancheria is comprised of Miwok and Southern Maidu (Nisenan) people whose tribal lands are within Placer County and whose service area includes El Dorado, Nevada, Placer, Sacramento, Sutter, and Yuba counties. The UAIC is concerned about development within its aboriginal territory that has potential to impact the lifeways, cultural sites, and landscapes that may be of sacred or ceremonial significance. We appreciate the opportunity to comment on this and other projects in your jurisdiction. The UAIC would like to consult on this project.

05-01

We would like to receive copies of any archaeological reports that are completed for the project in order to ascertain whether or not the project could affect cultural resources that may be of importance to the UAIC. We also request copies of future environmental documents for the proposed project so that we have the opportunity to comment on potential impacts and proposed mitigation measures related to cultural resources. The information gathered will provide us with a better understanding of the project and cultural resources on site and is invaluable for consultation purposes. Finally, please contact us if you know of any Native American cultural resources within your project area or if you discover any.

05-02

Thank you again for taking these matters into consideration, and for involving the UAIC early in the planning process. We look forward to reviewing the documents requested above and consulting on your project. Please contact Marcos Guerrero, Cultural Resources Manager, at (530) 883-2364 or email at mguerrero@auburnrancheria.com if you have any questions.

Sincerely,

Gene Whitehouse,
Chairman

CC: Marcos Guerrero, CRM

Tribal Office 10720 Indian Hill Road Auburn, CA 95603 (530) 883-2390 FAX (530) 883-2380

Response to Comment 05 from United Auburn Indian Community of the Auburn Rancheria

Response to Comment 05-01

As stated in the subject line, the UAIC comment letter was submitted in response to the City's Notice of Intent to Adopt a Mitigated Negative Declaration for the City of Roseville Woodcreek Oaks Boulevard Widening Project (Notice of Intent). The City's Notice of Intent did not include a request for information as stated in this comment. The City previously requested information related to Tribal Cultural Resources in a letter to UAIC dated July 11, 2016 (sent certified mail). However, the tribe's response letter (dated August 8th but received by the City on August 24, 2016) was not received within the statutory 30-day time frame required under AB52 and therefore Tribal Cultural Resource Consultation was not initiated. This was shared with Mr. Marcos Guerrero of UAIC via voice mail on 8-25-16 at 7:33a.m.

Response to Comment 05-02

The letter includes a request for any archaeological reports or future environmental documents prepared for the project. A CEQA environmental document (an IS/MND) was prepared for the project and the UAIC was notified of the document's availability and comment period via the City's Notice of Intent. The IS/MND summarizes results of the project's Cultural Resources Inventory Report (October 2016) which examines whether or not the project may affect cultural resources that may be of importance to UAIC, information UAIC requests in its comment letter. The IS/MND does not contain the actual record search results as those are exempt from the Public Records Act (pursuant to Section 6254(r)), and are required to remain confidential. No revisions to the IS/MND are required.

3.0 Revisions to the Draft ISMND

Minor changes have been made to the ISMND; however, these changes were not found to affect any level of significance. The following pages show the revised text within the environmental document. Changes to text are indicated by the bars on the left hand margin of the document. Additions to the document are indicated with underline text, while deletions are indicated with text that has been struck out.



Woodcreek Oaks Boulevard Widening Project Initial Study/proposed Mitigated Negative Declaration

October 2016



311 Vernon Street
Roseville, CA 95678
Contact: Mark Morse
(916) 774-5334

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and mitigation would be consistent with **BMP — 1** discussed in Section 2.7 under Environmental Commitments. Impacts are **Less than Significant**.

- f. **No Impact.** There are no approved Habitat Conservation Plans, Natural Conservation Community Plans, or other adopted plans applicable to the proposed project. Therefore, there would be **No Impact** and no mitigation is required.

Mitigation Measures:

Sensitive Plant Species

BIO — 1: A focused plant survey will be conducted during the blooming season prior to the start of Construction (March-May). If rare plants are discovered during these surveys, the City will develop a consistent mitigation plan and performance standards for approved by CDFW. additional ESA-fencing or relocation will be implemented to avoid and minimize impact to the species. Coordination with CDFW may be required to determine appropriate buffer distances.

Avian Species

Native birds, protected under the Migratory Bird Treaty Act (MBTA) and similar provisions under California Fish and Game (CFG) code, currently nest or have the potential to nest within the BSA and the project impact area. During the August 2016 biological survey, habitat for nesting birds was identified within the BSA. The BSA contains interior live oaks, a small riparian habitat, and numerous other large trees suitable for nesting birds. To minimize and avoid potential impacts to migratory birds, the following mitigation measures will be implemented:

BIO — 2: If possible, vegetation removal should occur outside the nesting season for all bird species (February 1st – August 31st).

BIO — 3: If vegetation removal is to take place during the nesting season (February 1st – August 31st), a pre-construction nesting bird survey must be conducted within 7-3 days prior to vegetation removal. Within 2 weeks of the nesting bird survey, all vegetation cleared by the biologist will be removed by the contractor. If there is a break in construction activities lasting more than 2 weeks, new nesting bird surveys must be conducted prior to resuming construction activities.

A minimum 100 foot no-disturbance buffer will be established around any active nest of migratory birds and a minimum 300 foot no-disturbance buffer will be established around any nesting raptor species. The contractor must immediately stop work in the nesting area until the appropriate buffer is established and is prohibited from conducting work that could disturb the birds (as determined by the project biologist and in coordination with wildlife agencies) in the buffer area until a qualified biologist determines the young have fledged. A reduced buffer can be established if determined appropriate by the project biologist and approved by CDFW.

Should construction activities cause the nesting bird to vocalize, make defensive flights at intruders, get up from a brooding position, or fly off the nest, then the exclusionary buffer will be increased such that activities are far enough from the nest to stop this agitated behavior. The exclusionary buffer will remain in place until the chicks have fledged or as otherwise determined by a qualified biologist.

BIO — 4: A preconstruction survey will be conducted within 7-3 days prior to ground disturbing activities to find active burrowing owl burrows within a 500-foot buffer zone around construction activities, between February 1st – August 31st. If there is a break in construction activities lasting more than 2 weeks, new burrowing owl surveys must be conducted prior to resuming construction

activities. If active burrowing owls burrows are observed during the preconstruction survey, a Burrowing Owl Exclusion Plan shall be developed in accordance with CDFW guidance. coordination with CDFW will be required to determine appropriate no-work buffer distances and other avoidance strategies.

Riparian Habitat

BIO — 5: As required by **BMP — 2**, all temporary disturbed riparian areas will be restored following construction. In addition, all permanent impacts to riparian habitat (waters of the State) will be mitigated a minimum of 2:1 ratio via purchase of mitigation credits at an agency approved mitigation bank. Exact mitigation ratios and locations will be documented in the Section 1602 Lake and Streambed Alteration Agreement to be obtained from the California Department of Fish and Wildlife prior to construction.

Riverine Habitat

BIO — 6: Permanent impacts to riverine (waters of the U.S.) will be mitigated to ensure no net loss by purchasing mitigation credits from the National Fish and Wildlife Foundation in-lieu fee program or an agency approved mitigation bank. Exact mitigation ratios and locations will be documented in the Section 404 Nationwide Permit to be obtained from the U.S. Army Corp of Engineers prior to construction.

Appendix A — Mitigation Monitoring and Reporting Program

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No.	Description of Commitment	Responsible Party/Monitor	Timing/Phase	Verification of Compliance
BMP — 1	The requirements of the City of Roseville Tree Preservation Ordinance (RMC 19.66) will be implemented, including avoidance, minimization, or compensation for the removal or disturbance of native oak trees greater than six inches diameter at breast height (DBH) during construction. If native oak trees will be affected by the project, the City will prepare a tree mitigation plan that identifies trees that qualify for protection and specifies mitigation for impacts, including temporary construction impacts associated with any work required within the drip line of native oaks. For any oak trees that would be removed, the City will develop a replacement planting plan to be included in the construction documents or purchase credits through the City maintained In-lieu fee program.	City of Roseville	Prior to and during Construction	
BMP — 2	The following measures will be incorporated into the construction specifications for the proposed project to reduce and control potential impacts to biological resources consistent with various City, state, and federal policies: • Prior to the start of construction activities, the project limits in proximity to jurisdictional waters must be marked with high visibility Environmentally Sensitive Area (ESA) fencing or staking to ensure construction will not further encroach into waters. The project biologist will periodically inspect the ESA to ensure sensitive locations remain undisturbed.	Contractor	Prior to and during Construction	

No.	Description of Commitment	Responsible Party/Monitor	Timing/Phase	Verification of Compliance
	• Prior to arrival at the project site and prior to leaving the project site, construction equipment that may contain invasive plants and/or seeds must be cleaned to reduce the spreading of noxious weeds. • All temporarily disturbed areas will be restored following construction. All plant material used to re-vegetate temporarily disturbed areas will be locally appropriate native species. The re-vegetation plan must not include any species listed by Cal-IPC as invasive. • Plastic mono-filament netting (erosion control matting) or similar material that could trap wildlife must not be used. Acceptable substitutes include jute, coconut coir matting or tackified hydroseeding compounds. • A pre-construction clearance survey will be conducted by the project biologist to verify that no wildlife is located within the project area before ground disturbing activities. • The contractor must not apply rodenticide or herbicide within the project area during construction. • The contractor must dispose of all food-related trash in closed containers, and must remove it from the project area each day during construction. Construction personnel must not feed or attract wildlife to the project area.			

No.	Description of Commitment	Responsible Party/Monitor	Timing/Phase	Verification of Compliance
BMP — 3	Because the project would disturb more than an acre, the project contractor will be required to implement a storm water pollution prevention plan (SWPPP) to comply with the National Pollutant Discharge Elimination System (NPDES) general permit administered by the State Water Resources Control Board (refer to http://www.swrcb.ca.gov/stormwtr/index.html for more information on the NPDES permit process). The SWPPP would identify structural and nonstructural BMPs to control erosion. The SWPPP will include a spill prevention and control plan to ensure transport, storage, and handling of hazardous materials required for construction is conducted in a manner consistent with relevant regulations and guidelines In addition, the project will comply with the City's design/construction standards (refer to http://www.roseville.ca.us/gov/development_services/engineering_land_development/design_construction_standards.asp) and the City's Stormwater Quality BMP Guidance Manual for Construction (2011). The project would also implement the applicable requirements of the West Placer Storm Water Quality Design Manual (West Placer 2016). Contract specifications will include the following BMPs, where applicable, to reduce erosion during construction: • Implementation of the project will require approval of a site-specific Storm	Contractor	Prior to and during Construction	

No.	Description of Commitment	Responsible Party/Monitor	Timing/Phase	Verification of Compliance
	Water Pollution Prevention Plan (SWPPP) that would implement effective measures to protect water quality, which may include a hazardous spill prevention plan and additional erosion prevention techniques; - Existing vegetation will be protected in place where feasible to provide an effective form of erosion and sediment control; - Stabilizing materials will be applied to the soil surface to prevent the movement of dust from exposed soil surfaces on construction sites as a result of wind, traffic, and grading activities; - Roughening and terracing will be implemented to create unevenness on bare soil through the construction of furrows running across a slope, creation of stair steps, or by utilization of construction equipment to track the soil surface. Surface roughening or terracing reduces erosion potential by decreasing runoff velocities, trapping sediment, and increasing infiltration of water into the soil, and aiding in the establishment of vegetative cover from seed.			

No.	Description of Commitment	Responsible Party/Monitor	Timing/Phase	Verification of Compliance
BMP — 4	No work, including staging or storage of construction equipment or materials, shall occur below the elevation of the 100-year water surface elevation from November 1 st through April 15 th , during the flood season.			
BMP — 5	The following measures will be incorporated into the construction specifications for the proposed project to reduce and control noise generated by construction-related activities, consistent with City ordinances and standards: • Noise-generating construction activities will be restricted to Monday through Friday from 7 a.m. to 7 p.m., and Saturday and Sunday from 8 a.m. to 8 p.m. to comply with the City of Roseville noise ordinance. • All construction equipment will have sound-control devices no less effective than those provided on the original equipment. No equipment will have an unmuffled exhaust. • Appropriate additional noise-reducing measures will be implemented, including (but not limited to) the following: stationary construction equipment will be located as far as possible from sensitive uses; sensitive uses will be identified on construction drawings; and equipment idling will be prohibited when the equipment is not in use.	Contractor	During Construction	

No.	Description of Commitment	Responsible Party/Monitor	Timing/Phase	Verification of Compliance
BMP — 6	The City would require the construction contractor to implement a traffic control plan, including a construction schedule and plan to meet the City's notice procedures, before construction activities are initiated. This plan would identify general methods by which construction activities will be managed to minimize substantial delays to traffic. These methods may include (but are not limited to): • Appropriately sequencing activities (e.g., segment phasing, timing of grading, hours of construction) to minimize effects on traffic flow, • Maintaining traffic flow in the project area to the extent possible, and • Maintaining bicycle and pedestrian access.	Contractor	Prior to Construction	
BMP — 7	As per the City's Design and Construction Standards for Solid Waste (Section 151) (City of Roseville 2014), the City would ensure that contractors meet with the designated Roseville Environmental Utilities Inspector prior to beginning work to ensure that an approved plan is in place to store and dispose of all construction debris, according to relevant federal, State, and local statutes.	City of Roseville	Prior to Construction	
BIO — 1	A focused plant survey will be conducted during the blooming season prior to the start of Construction (March-May). If rare plants are discovered during these surveys, <u>the City will develop a consistent mitigation plan and performance standards for approved by</u>	Biological Consultant	Prior to Construction	

No.	Description of Commitment	Responsible Party/Monitor	Timing/Phase	Verification of Compliance
	CDFW additional ESA fencing or relocation will be implemented to avoid and minimize impact to the species. Coordination with CDFW may be required to determine appropriate buffer distances.			
BIO — 2	If possible, vegetation removal should occur outside the nesting season for all bird species (February 1 st – August 31 st).	Contractor	During Construction	
BIO — 3	If vegetation removal is to take place during the nesting season (February 1st – August 31st), a pre-construction nesting bird survey must be conducted within 7 <u>3</u> days prior to vegetation removal. Within 2 weeks of the nesting bird survey, all vegetation cleared by the biologist will be removed by the contractor. <u>If there is a break in construction activities lasting more than 2 weeks, new nesting bird surveys must be conducted prior to resuming construction activities.</u> A minimum 100 foot no-disturbance buffer will be established around any active nest of migratory birds and a minimum 300 foot no-disturbance buffer will be established around any nesting raptor species. The contractor must immediately stop work in the nesting area until the appropriate buffer is established and is prohibited from conducting work that could	Contractor and Consultant	Prior to Construction	

No.	Description of Commitment	Responsible Party/Monitor	Timing/Phase	Verification of Compliance
	disturb the birds (as determined by the project biologist and in coordination with wildlife agencies) in the buffer area until a qualified biologist determines the young have fledged. A reduced buffer can be established if determined appropriate by the project biologist and approved by CDFW. <u>Should construction activities cause the nesting bird to vocalize, make defensive flights at intruders, get up from a brooding position, or fly off the nest, then the exclusionary buffer will be increased such that activities are far enough from the nest to stop this agitated behavior. The exclusionary buffer will remain in place until the chicks have fledged or as otherwise determined by a qualified biologist.</u>			
BIO — 4	A preconstruction survey will be conducted within 7–3 days prior to ground disturbing activities to find active burrowing owl burrows within a 500-foot buffer zone around construction activities, between February 1st – August 31st. <u>If there is a break in construction activities lasting more than 2 weeks, new burrowing owl surveys must be conducted prior to resuming construction activities. If active burrowing owls burrows are observed during the preconstruction survey, a Burrowing Owl Exclusion Plan shall be developed in accordance with CDFW guidance. coordination with CDFW will be required to determine</u>	City of Roseville/ Consultant	Prior to Construction	

No.	Description of Commitment	Responsible Party/Monitor	Timing/Phase	Verification of Compliance
	appropriate no-work buffer distances and other avoidance strategies.			
BIO — 5	As required by BMP — 2, all temporary disturbed riparian areas will be restored following construction. In addition, all permanent impacts to riparian habitat (waters of the State) will be mitigated a minimum of 2:1 ratio via purchase of mitigation credits at an agency approved mitigation bank. Exact mitigation ratios and locations will be documented in the Section 1602 Lake and Streambed Alteration Agreement to be obtained from the California Department of Fish and Wildlife prior to construction.	City of Roseville/ Consultant	Prior to Construction	
BIO — 6	Permanent impacts to riverine (waters of the U.S.) will be mitigated to ensure no net loss by purchasing mitigation credits from the National Fish and Wildlife Foundation in-lieu fee program or an agency approved mitigation bank. Exact mitigation ratios and locations will be documented in the Section 404 Nationwide Permit to be obtained from the U.S. Army Corp of Engineers prior to construction.	City of Roseville/ Consultant	Prior to Construction	
CR — 1	In the event of the discovery of buried archaeological deposits it is recommended that project activities in the vicinity of the find should be temporarily halted and a Qualified Archaeologist consulted to assess the resource and provide proper management recommendation. Possible management recommendations for important resources could include resource avoidance or data recovery excavations.	Contractor	During Construction	

No.	Description of Commitment	Responsible Party/Monitor	Timing/Phase	Verification of Compliance
CR — 2	The City shall ensure construction specifications shall include the following information in the grading notes: • If substantial fossil remains (particularly vertebrate remains) are discovered during earth-disturbing activities on the project site, activities will stop immediately until a state-registered Professional geologist or Qualified Professional Paleontologist can assess the nature and importance of the find and a Qualified Professional Paleontologist can recommend appropriate treatment. Treatment may include preparation and recovery of fossil materials so that they can be housed in an appropriate museum or university collection and may also include preparation of a report for publication describing the finds. The City will be responsible for ensuring that recommendations regarding treatment and reporting are implemented.	City of Roseville	During Construction	

No.	Description of Commitment	Responsible Party/Monitor	Timing/Phase	Verification of Compliance
CR — 3	The City shall ensure construction specifications include the following in the grading notes: • If human remains are discovered during any phase of construction, including disarticulated or cremated remains, the construction contractor shall immediately cease all ground-disturbing activities within 100 feet of the remains and notify Mark Morse, Environmental Coordinator, and City of Roseville City Manager's Office. • In accordance with California State Health and Safety Code Section 7050.5, no further disturbance shall occur until the following steps have been completed: ○ The County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code (PRC) § 5097.98. ○ If the remains are determined by the County Coroner to be Native American, the NAHC shall be notified within 24 hours, and the guidelines of the NAHC shall be adhered to in the treatment and disposition of the remains. It is further recommended that a professional archaeologist with Native American burial experience conduct a field investigation of the specific site	City of Roseville	During Construction	

No.	Description of Commitment	Responsible Party/Monitor	Timing/Phase	Verification of Compliance
	and consult with the Most Likely Descendant (MLD), if any, identified by the NAHC. As necessary and appropriate, a professional archaeologist may provide technical assistance to the MLD, including but not limited to, the excavation and removal of the human remains.			
NOI — 1	Pile driving activities will be limited to 9 A.M. to 5 P.M., Monday through Friday.			
NOI — 2	In order to reduce the construction noise levels by up to 15 dBA at a distance of 50 feet during construction of the bridge, plywood or noise curtains designed specifically for construction noise mitigation shall be installed around the impact hammer and positioned as close as possible to the hammer / pile impact location during all pile driving activities.			

Attachment A: Signal Warrant Analysis

To: Jason Shykowski, Principal Engineer – Division Manager

From: Jana Cervantes, Senior Engineer

Subject: Engineering & Traffic Study (CVC 627)

Initiator: Resident Request

Request: Conduct a warrant analysis of the intersection of Woodcreek Oaks Blvd and Calle Las Casas for possible installation of a traffic signal.

Job No: TR16071

Summary of Engineering and Traffic Study

Considering the data in the attached study, the recommendations are summarized as follows:

Several public meetings were held as part of the environmental process for the CIP Woodcreek Oaks Widening Project. During those meetings, several residents expressed concern about the intersection once it goes to four lanes and inquired into the possibility of a traffic signal being installed.

Data was collected for all four legs of this intersection. However, since the leg of the Woodcreek Oaks Golf Course is private, only three legs are being considered in the warrants for a traffic signal. Attached to this study are 3 warrant analyses. The first two show the warrants for this intersection for two lane (four lanes) and one lane (two lanes) respectively. The third analysis is the warrants for the intersection for four lanes with all four legs, including the golf course. For the purpose of this study, we performed an evaluation taking into account both a two lane and a four lane roadway as the future widening is the catalyst for this study and the road is scheduled to be widened next construction season.

Based on signal warrants established by the State of California, this intersection does not meet warrants for a traffic signal at this time based on two or four lanes of traffic. In addition, when looking at delays, a majority of traffic exiting Calle Las Casas makes a right turn which produced no significant delays. Although the golf course is a private driveway, we also evaluated the delay for this leg of the intersection as well and found the delays are very low with an average wait time of nine seconds. We also conducted several pedestrian counts at four different times during the week based on times given to us through feedback through the environmental process. The total count was six pedestrians. Staff also conducted U-turn counts for northbound Woodcreek at Camino Capistrano to determine if there would be any benefit in modifying the curb return with the future widening project at this location. It was brought up at a public meeting that allowing u-turns could be beneficial (u-turns would not be permitted with the future widening project) in order to help facilitate vehicles wanting to exit the golf course by making a right turn onto Woodcreek and then making a u-turn at Camino Capistrano to continue southbound on Woodcreek Oaks Blvd. A 24 hours count showed a total of 4 u-turns at this location. The delay data along with the u-turn counts, demonstrate that this modification isn't needed.

Since signal warrants are not met, delays are negligible out of the public side street, there are additional signalized accessible exits out of these neighborhoods (Camino Capistrano

and Canevari), and the fact that there is not a significant accident history, staff does not recommend a signal at this time.

If the golf course wishes to pursue a signal to improve operations out of their driveway, it would be up to the golf course to pay for the signal since it is a private driveway.

Staff Recommendation:

Staff recommends not installing a signal at the intersection of Woodcreek Oaks Blvd. and Calle Las Casas. Staff will continue to monitor this intersection for any changes in conditions.

Prepared by: J. Cervantes, Senior Engineer/T. Philipp, Asst. Engineer Date: 12/16/2016

Review/Comments

Approval Recommended by: Jana Cervantes Date: 12-16-16
Approval by: _____ Date: _____
Final Approval by: [Signature] Date: 12-21-16

City of Roseville

311 Vernon Street

Roseville, CA 95678

Study Name : Woodcreek Oaks@Calle Las Casas side street rts removed_ 2 lanes north and south_no golf course_11-10-2016

Study Date : 11/10/16

Page No. : 1

Signal Warrants - Summary

Major Street Approaches

Northbound: Woodcreek Oaks

Number of Lanes: 2

85% Speed > 40 MPH.

Total Approach Volume: 4,556

Southbound: Woodcreek Oaks

Number of Lanes: 2

85% Speed > 40 MPH.

Total Approach Volume: 5,009

W/out golf course
no rights

Minor Street Approaches

Eastbound: Calle Las Casas

Number of Lanes: 1

Total Approach Volume: 233

Westbound: Golf Course

Number of Lanes: 1

Total Approach Volume: 0

Warrant Summary (Rural values apply.)

Warrant 1 - Eight Hour Vehicular Volumes	Not Satisfied
Warrant 1A - Minimum Vehicular Volume	Not Satisfied
Required volumes reached for 0 hours, 8 are needed	
Warrant 1B - Interruption of Continuous Traffic	Not Satisfied
Required volumes reached for 0 hours, 8 are needed	
Warrant 1 A&B - Combination of Warrants	Not Satisfied
Required volumes reached for 0 hours, 8 are needed	
Warrant 2 - Four Hour Volumes	Not Satisfied
Number of hours (0) volumes exceed minimum < minimum required (4).	
Warrant 3 - Peak Hour	Not Satisfied
Warrant 3A - Peak Hour Delay	Not Satisfied
Total approach volumes and delays on minor street do not exceed minimums for any hour.	
Warrant 3B - Peak Hour Volumes	Not Satisfied
Volumes do not exceed minimums for any hour.	
Warrant 4 - Pedestrian Volumes	Not Satisfied
Required 4 Hr pedestrian volume reached for 0 hour(s) and the single hour volume for 0 hour(s)	
Warrant 5 - School Crossing	Not Evaluated
Warrant 6 - Coordinated Signal System	Not Satisfied
No adjacent coordinated signals are present	
Warrant 7 - Crash Experience	Not Satisfied
Number of accidents (1) is less than minimum (5). Volume minimums are not met.	
Warrant 8 - Roadway Network	Not Satisfied
Major Route conditions not met. No volume requirement met.	
Warrant 9 - Intersection Near a Grade Crossing	Not Evaluated

City of Roseville

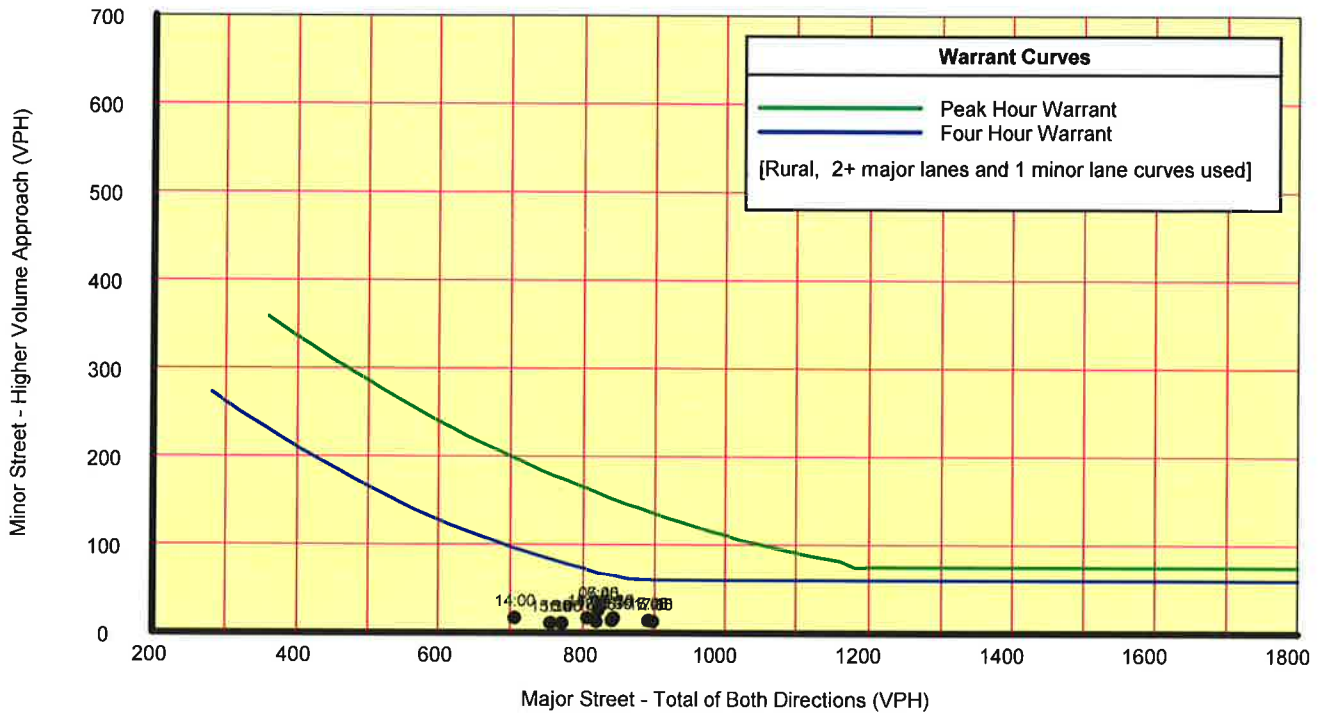
311 Vernon Street

Roseville, CA 95678

Study Name : Woodcreek Oaks@Calle Las Casas side street rts removed_ 2 lanes north and south_no golf course_11-10-2016

Study Date : 11/10/16

Signal Warrants Summary



Analysis of 8-Hour Volume Warrants:

War 1A-Minimum Volume

War 1B-Interruption of Traffic

War 1C-Combination of Warrants

Hour Begin	Major Total	Minor Vol	Dir	Maj 420	Min 105	Hour Begin	Major Total	Minor Vol	Dir	Maj 630	Min 53	Hour Begin	Major Total	Minor Vol	Dir	Maj 504	Min 84
17:30	897	13	EB	Yes	No	17:30	897	13	EB	Yes	No	17:30	897	13	EB	Yes	No
17:15	897	13	EB	Yes	No	17:15	897	13	EB	Yes	No	17:15	897	13	EB	Yes	No
17:00	890	14	EB	Yes	No	17:00	890	14	EB	Yes	No	17:00	890	14	EB	Yes	No
16:45	890	14	EB	Yes	No	16:45	890	14	EB	Yes	No	16:45	890	14	EB	Yes	No
14:30	842	17	EB	Yes	No	14:30	842	17	EB	Yes	No	14:30	842	17	EB	Yes	No
14:15	842	17	EB	Yes	No	14:15	842	17	EB	Yes	No	14:15	842	17	EB	Yes	No
16:30	840	14	EB	Yes	No	16:30	840	14	EB	Yes	No	16:30	840	14	EB	Yes	No
16:15	840	14	EB	Yes	No	16:15	840	14	EB	Yes	No	16:15	840	14	EB	Yes	No
07:00	821	26	EB	Yes	No	07:00	821	26	EB	Yes	No	07:00	821	26	EB	Yes	No
06:45	821	26	EB	Yes	No	06:45	821	26	EB	Yes	No	06:45	821	26	EB	Yes	No
18:00	818	13	EB	Yes	No	18:00	818	13	EB	Yes	No	18:00	818	13	EB	Yes	No
17:45	818	13	EB	Yes	No	17:45	818	13	EB	Yes	No	17:45	818	13	EB	Yes	No
15:00	806	17	EB	Yes	No	15:00	806	17	EB	Yes	No	15:00	806	17	EB	Yes	No
14:45	806	17	EB	Yes	No	14:45	806	17	EB	Yes	No	14:45	806	17	EB	Yes	No
16:00	770	11	EB	Yes	No	16:00	770	11	EB	Yes	No	16:00	770	11	EB	Yes	No
15:45	770	11	EB	Yes	No	15:45	770	11	EB	Yes	No	15:45	770	11	EB	Yes	No
15:30	755	11	EB	Yes	No	15:30	755	11	EB	Yes	No	15:30	755	11	EB	Yes	No
15:15	755	11	EB	Yes	No	15:15	755	11	EB	Yes	No	15:15	755	11	EB	Yes	No
14:00	706	17	EB	Yes	No	14:00	706	17	EB	Yes	No	14:00	706	17	EB	Yes	No
13:45	706	17	EB	Yes	No	13:45	706	17	EB	Yes	No	13:45	706	17	EB	Yes	No
07:30	681	32	EB	Yes	No	07:30	681	32	EB	Yes	No	07:30	681	32	EB	Yes	No
07:15	681	32	EB	Yes	No	07:15	681	32	EB	Yes	No	07:15	681	32	EB	Yes	No
08:00	677	32	EB	Yes	No	08:00	677	32	EB	Yes	No	08:00	677	32	EB	Yes	No
07:45	677	32	EB	Yes	No	07:45	677	32	EB	Yes	No	07:45	677	32	EB	Yes	No

City of Roseville

311 Vernon Street

Roseville, CA 95678

Study Name : Woodcreek Oaks@Calle Las Casas side street rts removed_ no golf course_11-10-2016

Study Date : 11/10/16

Page No. : 1

Signal Warrants - Summary

Major Street Approaches

Northbound: Woodcreek Oaks

Number of Lanes: 1

85% Speed > 40 MPH.

Total Approach Volume: 4,556

Southbound: Woodcreek Oaks

Number of Lanes: 1

85% Speed > 40 MPH.

Total Approach Volume: 5,009

w/out golf course
(no rights)

Minor Street Approaches

Eastbound: Calle Las Casas

Number of Lanes: 1

Total Approach Volume: 233

Westbound: Golf Course

Number of Lanes: 1

Total Approach Volume: 0

Warrant Summary (Rural values apply.)

Warrant 1 - Eight Hour Vehicular Volumes	Not Satisfied
Warrant 1A - Minimum Vehicular Volume	Not Satisfied
Required volumes reached for 0 hours, 8 are needed	
Warrant 1B - Interruption of Continuous Traffic	Not Satisfied
Required volumes reached for 0 hours, 8 are needed	
Warrant 1 A&B - Combination of Warrants	Not Satisfied
Required volumes reached for 0 hours, 8 are needed	
Warrant 2 - Four Hour Volumes	Not Satisfied
Number of hours (0) volumes exceed minimum < minimum required (4).	
Warrant 3 - Peak Hour	Not Satisfied
Warrant 3A - Peak Hour Delay	Not Satisfied
Total approach volumes and delays on minor street do not exceed minimums for any hour.	
Warrant 3B - Peak Hour Volumes	Not Satisfied
Volumes do not exceed minimums for any hour.	
Warrant 4 - Pedestrian Volumes	Not Satisfied
Required 4 Hr pedestrian volume reached for 0 hour(s) and the single hour volume for 0 hour(s)	
Warrant 5 - School Crossing	Not Evaluated
Warrant 6 - Coordinated Signal System	Not Satisfied
No adjacent coordinated signals are present	
Warrant 7 - Crash Experience	Not Satisfied
Number of accidents (1) is less than minimum (5). Volume minimums are not met.	
Warrant 8 - Roadway Network	Not Satisfied
Major Route conditions not met. No volume requirement met.	
Warrant 9 - Intersection Near a Grade Crossing	Not Evaluated

City of Roseville

311 Vernon Street

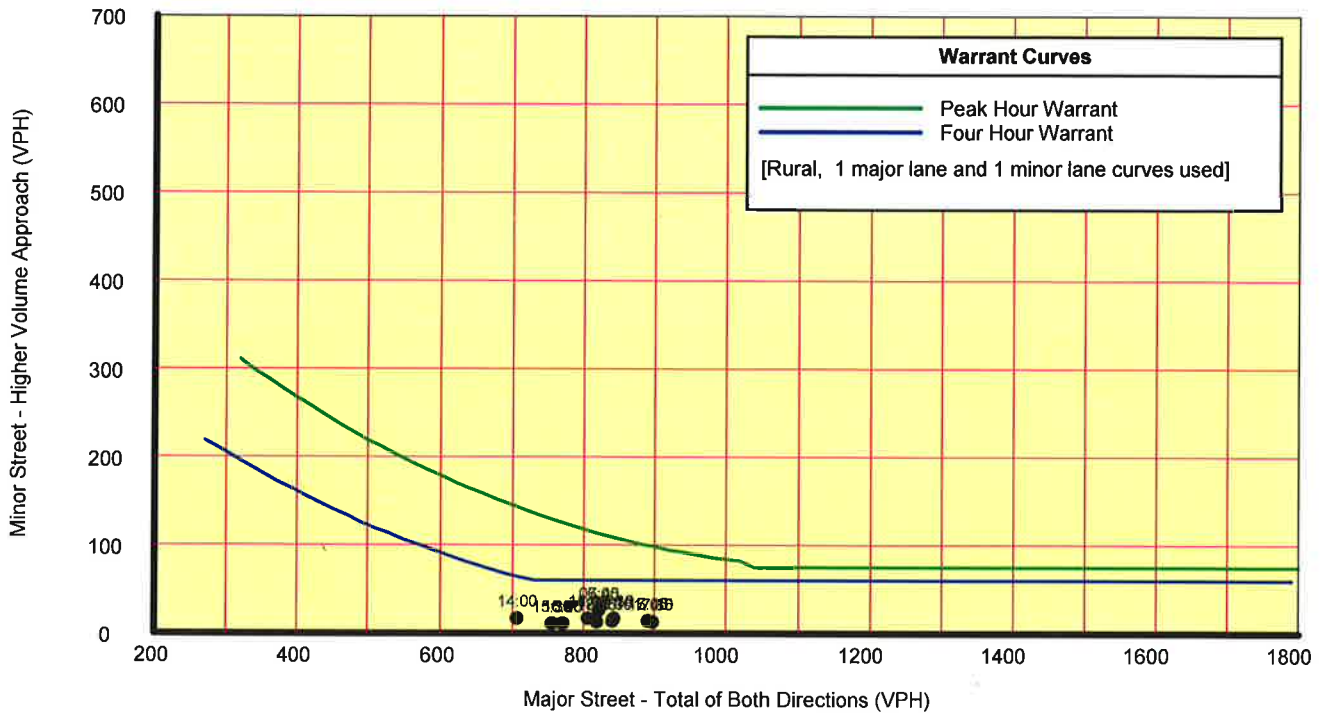
Roseville, CA 95678

Study Name : Woodcreek Oaks@Calle Las Casas side street rts removed_ no golf course_11-10-2016

Study Date : 11/10/16

Page No : 2

Signal Warrants - Summary



Analysis of 8-Hour Volume Warrants:

War 1A-Minimum Volume

War 1B-Interruption of Traffic

War 1C-Combination of Warrants

Hour Begin	Major Total	Minor Vol Dir	Maj 350	Min 105	Hour Begin	Major Total	Minor Vol Dir	Maj 525	Min 53	Hour Begin	Major Total	Minor Vol Dir	Maj 420	Min 84
17:30	897	13 EB	Yes	No	17:30	897	13 EB	Yes	No	17:30	897	13 EB	Yes	No
17:15	897	13 EB	Yes	No	17:15	897	13 EB	Yes	No	17:15	897	13 EB	Yes	No
17:00	890	14 EB	Yes	No	17:00	890	14 EB	Yes	No	17:00	890	14 EB	Yes	No
16:45	890	14 EB	Yes	No	16:45	890	14 EB	Yes	No	16:45	890	14 EB	Yes	No
14:30	842	17 EB	Yes	No	14:30	842	17 EB	Yes	No	14:30	842	17 EB	Yes	No
14:15	842	17 EB	Yes	No	14:15	842	17 EB	Yes	No	14:15	842	17 EB	Yes	No
16:30	840	14 EB	Yes	No	16:30	840	14 EB	Yes	No	16:30	840	14 EB	Yes	No
16:15	840	14 EB	Yes	No	16:15	840	14 EB	Yes	No	16:15	840	14 EB	Yes	No
07:00	821	26 EB	Yes	No	07:00	821	26 EB	Yes	No	07:00	821	26 EB	Yes	No
06:45	821	26 EB	Yes	No	06:45	821	26 EB	Yes	No	06:45	821	26 EB	Yes	No
18:00	818	13 EB	Yes	No	18:00	818	13 EB	Yes	No	18:00	818	13 EB	Yes	No
17:45	818	13 EB	Yes	No	17:45	818	13 EB	Yes	No	17:45	818	13 EB	Yes	No
15:00	806	17 EB	Yes	No	15:00	806	17 EB	Yes	No	15:00	806	17 EB	Yes	No
14:45	806	17 EB	Yes	No	14:45	806	17 EB	Yes	No	14:45	806	17 EB	Yes	No
16:00	770	11 EB	Yes	No	16:00	770	11 EB	Yes	No	16:00	770	11 EB	Yes	No
15:45	770	11 EB	Yes	No	15:45	770	11 EB	Yes	No	15:45	770	11 EB	Yes	No
15:30	755	11 EB	Yes	No	15:30	755	11 EB	Yes	No	15:30	755	11 EB	Yes	No
15:15	755	11 EB	Yes	No	15:15	755	11 EB	Yes	No	15:15	755	11 EB	Yes	No
14:00	706	17 EB	Yes	No	14:00	706	17 EB	Yes	No	14:00	706	17 EB	Yes	No
13:45	706	17 EB	Yes	No	13:45	706	17 EB	Yes	No	13:45	706	17 EB	Yes	No
07:30	681	32 EB	Yes	No	07:30	681	32 EB	Yes	No	07:30	681	32 EB	Yes	No
07:15	681	32 EB	Yes	No	07:15	681	32 EB	Yes	No	07:15	681	32 EB	Yes	No
08:00	677	32 EB	Yes	No	08:00	677	32 EB	Yes	No	08:00	677	32 EB	Yes	No
07:45	677	32 EB	Yes	No	07:45	677	32 EB	Yes	No	07:45	677	32 EB	Yes	No

City of Roseville

311 Vernon Street

Roseville, CA 95678

Study Name : Woodcreek Oaks@Calle Las Casas side street rts removed_ 2 lanes north and south_with golf course_11-10-2016

Study Date : 11/10/16

Page No. : 1

Signal Warrants - Summary

Major Street Approaches

Northbound: Woodcreek Oaks

Number of Lanes: 2

85% Speed > 40 MPH.

Total Approach Volume: 4,556

Southbound: Woodcreek Oaks

Number of Lanes: 2

85% Speed > 40 MPH.

Total Approach Volume: 5,009

w/ golf course
no rights

Minor Street Approaches

Eastbound: Calle Las Casas

Number of Lanes: 1

Total Approach Volume: 233

Westbound: Golf Course

Number of Lanes: 1

Total Approach Volume: 631

Warrant Summary (Rural values apply.)

Warrant 1 - Eight Hour Vehicular Volumes	Not Satisfied
Warrant 1A - Minimum Vehicular Volume	Not Satisfied
Required volumes reached for 1 hours, 8 are needed	
Warrant 1B - Interruption of Continuous Traffic	Not Satisfied
Required volumes reached for 3 hours, 8 are needed	
Warrant 1 A&B - Combination of Warrants	Not Satisfied
Required volumes reached for 1 hours, 8 are needed	
Warrant 2 - Four Hour Volumes	Not Satisfied
Number of hours (3) volumes exceed minimum < minimum required (4).	
Warrant 3 - Peak Hour	Not Satisfied
Warrant 3A - Peak Hour Delay	Not Satisfied
Total approach volumes and delays on minor street do not exceed minimums for any hour.	
Warrant 3B - Peak Hour Volumes	Not Satisfied
Volumes do not exceed minimums for any hour.	
Warrant 4 - Pedestrian Volumes	Not Satisfied
Required 4 Hr pedestrian volume reached for 0 hour(s) and the single hour volume for 0 hour(s)	
Warrant 5 - School Crossing	Not Evaluated
Warrant 6 - Coordinated Signal System	Not Satisfied
No adjacent coordinated signals are present	
Warrant 7 - Crash Experience	Not Satisfied
Number of accidents (1) is less than minimum (5). Volume minimums are not met.	
Warrant 8 - Roadway Network	Not Satisfied
Major Route conditions not met. No volume requirement met.	
Warrant 9 - Intersection Near a Grade Crossing	Not Evaluated

City of Roseville

311 Vernon Street

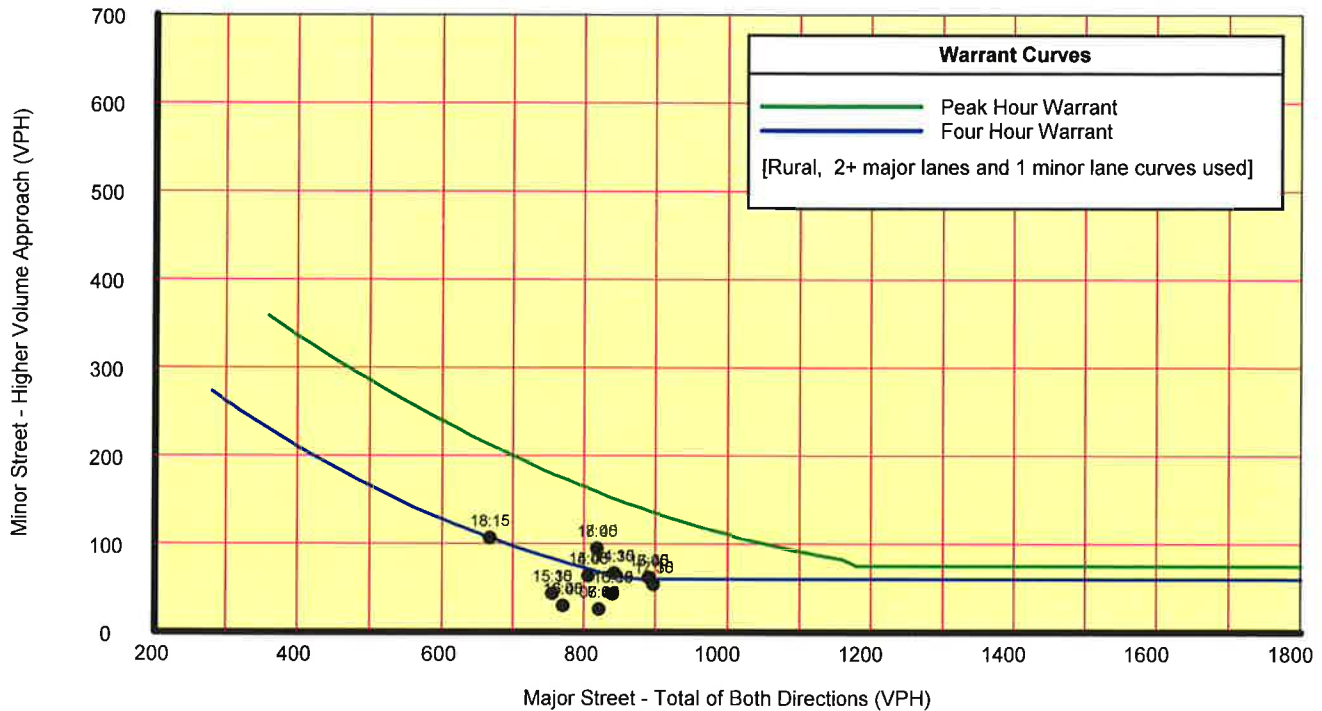
Roseville, CA 95678

Study Name : Woodcreek Oaks@Calle Las Casas side street rts removed_ 2 lanes north and south_with golf course_11-10-2016

Study Date : 11/10/16

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Signal Warrants - Summary



Analysis of 8-Hour Volume Warrants:

War 1A-Minimum Volume

War 1B-Interruption of Traffic

War 1C-Combination of Warrants

Hour Begin	Major Total	Minor Vol Dir	Maj 420	Min 105	Hour Begin	Major Total	Minor Vol Dir	Maj 630	Min 53	Hour Begin	Major Total	Minor Vol Dir	Maj 504	Min 84
18:15	667	107 W	Yes	Yes	16:45	890	62 W	Yes	Yes	17:45	818	95 W	Yes	Yes
17:30	897	54 W	Yes	No	14:15	842	67 W	Yes	Yes	17:30	897	54 W	Yes	No
17:15	897	54 W	Yes	No	17:45	818	95 W	Yes	Yes	17:15	897	54 W	Yes	No
17:00	890	62 W	Yes	No	16:30	840	43 W	Yes	No	17:00	890	62 W	Yes	No
16:45	890	62 W	Yes	No	16:15	840	43 W	Yes	No	16:45	890	62 W	Yes	No
14:30	842	67 W	Yes	No	07:00	821	26 EB	Yes	No	14:30	842	67 W	Yes	No
14:15	842	67 W	Yes	No	06:45	821	26 EB	Yes	No	14:15	842	67 W	Yes	No
16:30	840	43 W	Yes	No	16:00	770	30 W	Yes	No	16:30	840	43 W	Yes	No
16:15	840	43 W	Yes	No	15:45	770	30 W	Yes	No	16:15	840	43 W	Yes	No
07:00	821	26 EB	Yes	No	15:30	755	44 W	Yes	No	07:00	821	26 EB	Yes	No
06:45	821	26 EB	Yes	No	15:15	755	44 W	Yes	No	06:45	821	26 EB	Yes	No
18:00	818	95 W	Yes	No	14:00	706	39 W	Yes	No	15:00	806	64 W	Yes	No
17:45	818	95 W	Yes	No	13:45	706	39 W	Yes	No	14:45	806	64 W	Yes	No
15:00	806	64 W	Yes	No	07:30	681	32 EB	Yes	No	16:00	770	30 W	Yes	No
14:45	806	64 W	Yes	No	07:15	681	32 EB	Yes	No	15:45	770	30 W	Yes	No
16:00	770	30 W	Yes	No	08:00	677	32 EB	Yes	No	15:30	755	44 W	Yes	No
15:45	770	30 W	Yes	No	07:45	677	32 EB	Yes	No	15:15	755	44 W	Yes	No
15:30	755	44 W	Yes	No	06:30	626	26 EB	No	No	14:00	706	39 W	Yes	No
15:15	755	44 W	Yes	No	06:15	626	26 EB	No	No	13:45	706	39 W	Yes	No
14:00	706	39 W	Yes	No	08:30	603	21 W	No	No	07:30	681	32 EB	Yes	No
13:45	706	39 W	Yes	No	08:15	603	21 W	No	No	07:15	681	32 EB	Yes	No
07:30	681	32 EB	Yes	No	19:00	511	68 W	No	Yes	08:00	677	32 EB	Yes	No
07:15	681	32 EB	Yes	No	18:45	511	68 W	No	Yes	07:45	677	32 EB	Yes	No
08:00	677	32 EB	Yes	No	13:30	505	24 W	No	No	06:30	626	26 EB	Yes	No

CITY OF ROSEVILLE													
TRAFFIC COUNT SUMMARY													
STREET:		Woodcreek Oaks-Calle Las Casas-Golf course											
LOCATION:		Roseville											
WEATHER:		CLEAR											
DATE		10/27/16											
WOODCREEK OAKS													
CALLE LAS CASAS/GOLF COURSE													
NB/SB HOURLY COUNT													
Hour	NB	RT%	Adj.Total	SB	RT%	Adj.Total	EB/WB HOURLY COUNT						
1:00	19	0.00	19	10	0.00	10	1:00	2	0.72	1	0	0.00	0
2:00	13	0.00	13	6	0.00	6	2:00	3	0.72	1	0	0.00	0
3:00	7	0.00	7	5	0.00	5	3:00	5	0.72	1	0	0.00	0
4:00	4	0.00	4	10	0.00	10	4:00	4	0.72	1	0	0.00	0
5:00	16	0.00	16	31	0.00	31	5:00	6	0.72	2	0	0.00	0
6:00	39	0.00	39	72	0.00	72	6:00	20	0.72	6	0	0.00	0
7:00	84	0.00	84	246	0.00	246	7:00	39	0.72	11	0	0.00	0
8:00	250	0.00	250	571	0.00	571	8:00	93	0.72	26	0	0.00	0
9:00	275	0.00	275	402	0.00	402	9:00	115	0.72	32	0	0.00	0
10:00	164	0.00	164	232	0.00	232	10:00	47	0.72	13	0	0.00	0
11:00	177	0.00	177	212	0.00	212	11:00	45	0.72	13	0	0.00	0
12:00	203	0.00	203	241	0.00	241	12:00	39	0.72	11	0	0.00	0
13:00	224	0.00	224	229	0.00	229	13:00	37	0.72	10	0	0.00	0
14:00	193	0.00	193	253	0.00	253	14:00	39	0.72	11	0	0.00	0
15:00	383	0.00	383	323	0.00	323	15:00	60	0.72	17	0	0.00	0
16:00	364	0.00	364	442	0.00	442	16:00	62	0.72	17	0	0.00	0
17:00	391	0.00	391	379	0.00	379	17:00	40	0.72	11	0	0.00	0
18:00	488	0.00	488	402	0.00	402	18:00	50	0.72	14	0	0.00	0
19:00	441	0.00	441	377	0.00	377	19:00	47	0.72	13	0	0.00	0
20:00	289	0.00	289	222	0.00	222	20:00	31	0.72	9	0	0.00	0
21:00	232	0.00	232	142	0.00	142	21:00	26	0.72	7	0	0.00	0
22:00	175	0.00	175	109	0.00	109	22:00	14	0.72	4	0	0.00	0
23:00	83	0.00	83	59	0.00	59	23:00	2	0.72	1	0	0.00	0
24:00	42	0.00	42	34	0.00	34	24:00	3	0.72	1	0	0.00	0
4556							829	232			0	0	

City of Roseville
311 Vernon Street
Roseville, CA 95678

Delay on Calle Las Casas
@ Woodcreek Oaks

File Name : untitled1
Site Code : 00000000
Start Date : 12/1/2016
Page No : 1

7:57:00 AM - 9:05:00 AM	Lane 1
Total Vehicle Count:	31
Delayed Vehicle Count:	31
Through Vehicle Count:	0
Average Stopped Time:	12.58
Maximum Stopped Time:	41
Min. Secs. for Delay:	0
Average Queue:	0.10
Queue Density:	1.13
Maximum Queue:	2

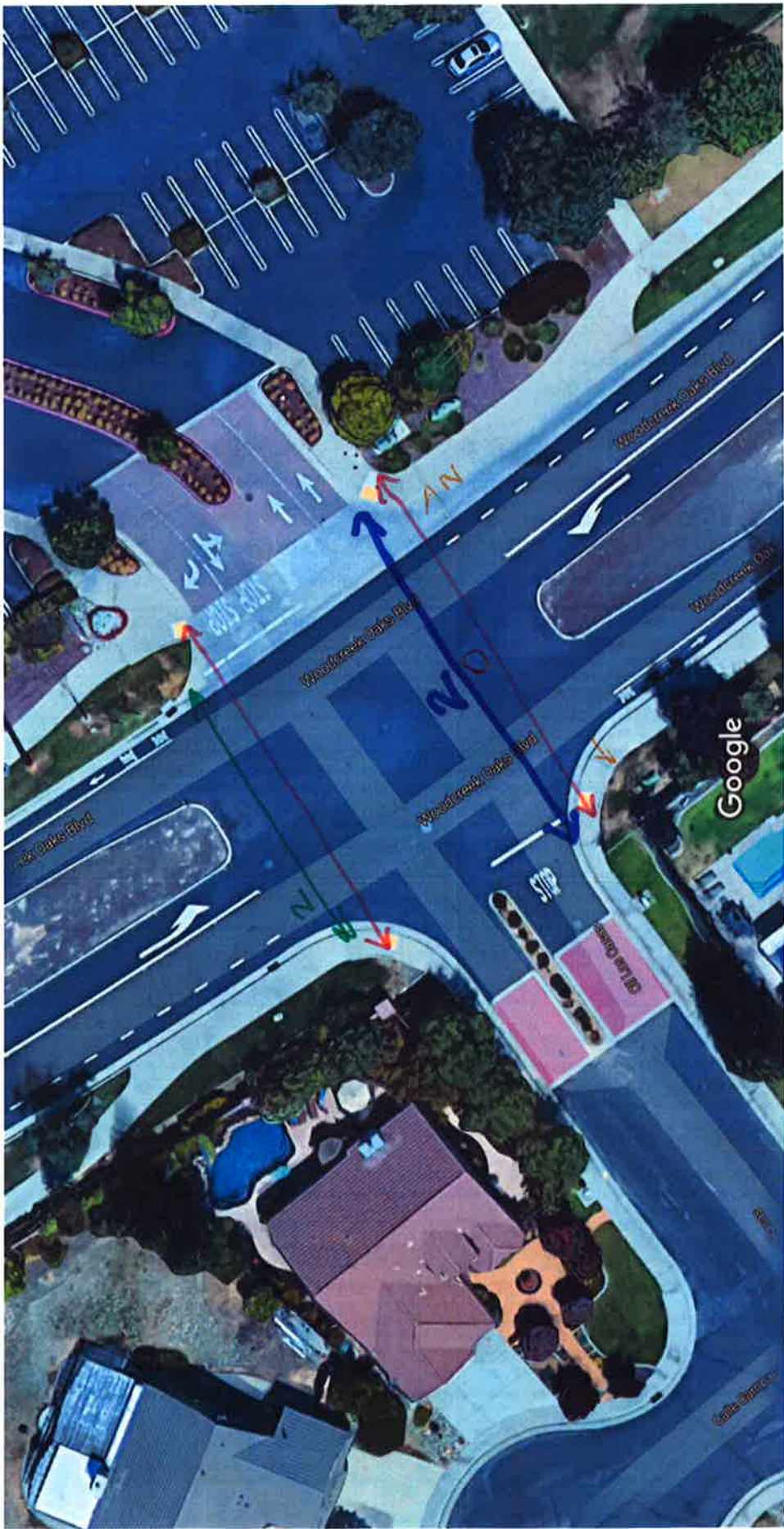
City of Roseville
311 Vernon Street
Roseville, CA 95678

Delay data for WGO golf course
@ Woodcreek Oaks

File Name : untitled1
Site Code : 00000000
Start Date : 12/1/2016
Page No : 1

7:56:00 AM - 8:44:00 AM	Lane 1
Total Vehicle Count:	4
Delayed Vehicle Count:	4
Through Vehicle Count:	0
Average Stopped Time:	9.00
Maximum Stopped Time:	18
Min. Secs. for Delay:	0
Average Queue:	0.01
Queue Density:	1.00
Maximum Queue:	1

Google Maps Cll Las Casas



8:00 - 9:00 am 12/1 - 2 peds

• 2:30 - 3:30
ped count

12/8 No peds observed (6)

N ↑

• 2:00 - 3:00 pm 12/11 - 2 peds

• 4:00 - 5:00 pm 12/9 - 2 peds

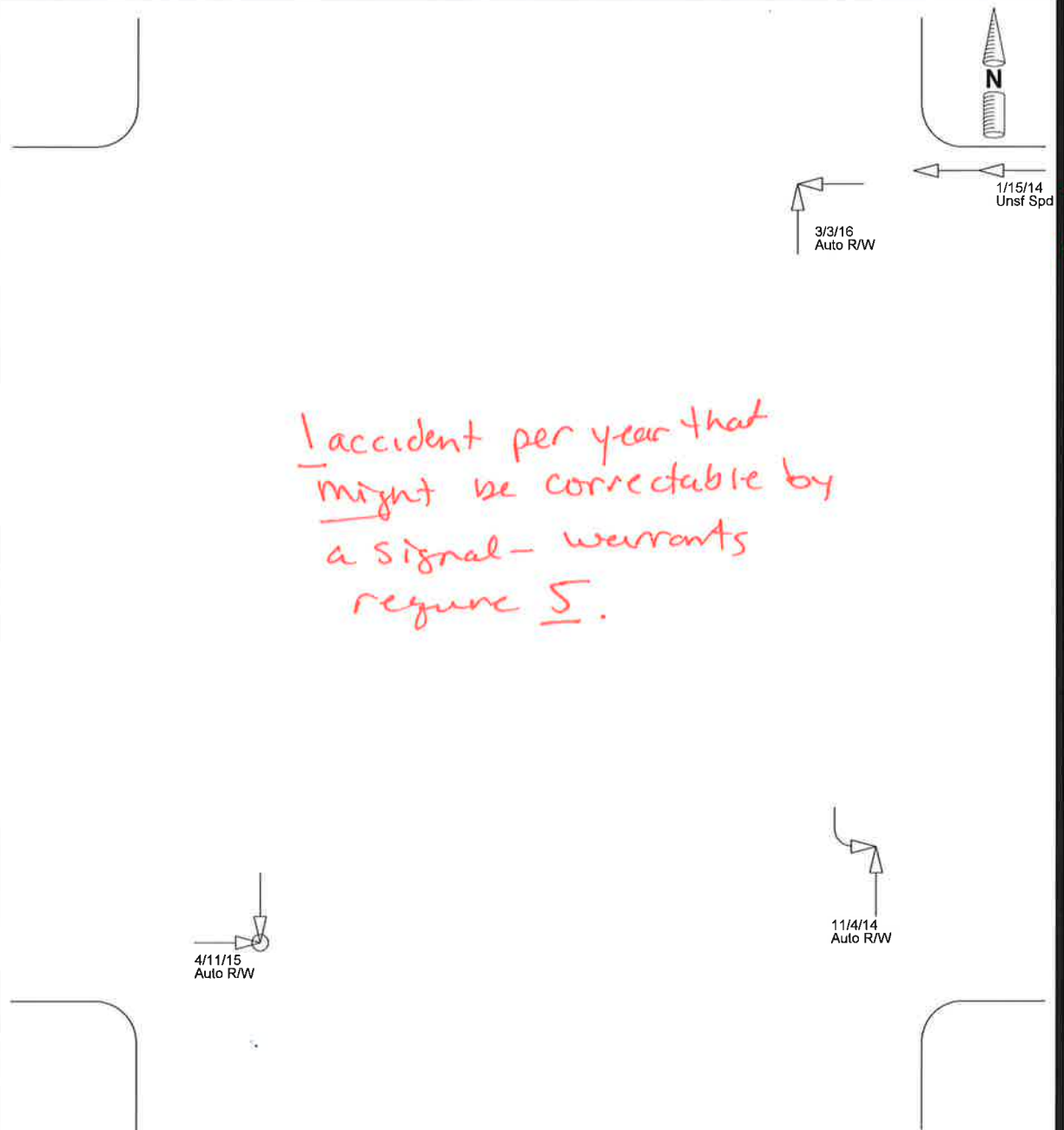
Collision Diagram

Horizontal Street: CALLE LAS CASAS

From: 9/20/2013 To: 9/20/2016

Vertical Street: WOODCREEK OAKS BL

Date Prepared: 9/20/2016



not correctable by a signal

1 accident per year that might be correctable by a signal - warrants require 5.

Number of Collisions

- 3 Property Damage Only
- 1 Injury Collisions
- 0 Fatal Collisions
- 4 Total Collisions

Legend

- ➡ Moving Vehicle
- ⏹ Stopped Vehicle
- ↔ Backing Vehicle
- ⚡ Ran Off Road
- ⋯ Movement Unknown

- ↗ Right Turn
- ↖ Left Turn
- ↔ Sideswipe
- ☐ Day
- ☐ Night

- 🚶 Pedestrian
- 📦 Fixed Object
- 🚲 Bicycle
- 🍷 DUI
- 👤 Injury
- ☠ Fatal

From 9/20/2013 to 9/20/2016

Total Collisions: 4

Injury Collisions: 1

Fatal Collisions: 0

Collision Summary Report

9/20/16

WOODCREEK OAKS BL & CALLE LAS CASAS

Page 1 of 1

25-14-844	1/15/2014	16:15	Wednesday	WOODCREEK OAKS BL CALLE LAS CASAS	0'	Direction: Not State	Not Stated	Clear	Pty at Fault:1
	Rear-End		Other Motor Vehicle	Unsafe Speed	22350	Hit & Run: No	Property Damage Only		# Inj: 0 # Killed: 0
308-14-10828	11/4/2014	08:36	Tuesday	WOODCREEK OAKS BL CALLE LAS CASAS	0'	Direction: Not State	Daylight	Clear	Pty at Fault:1
	Broadside		Other Motor Vehicle	Auto R/W Violation	21801A	Hit & Run: No	Property Damage Only		# Inj: 0 # Killed: 0
101-15-3740	4/11/2015	10:04	Saturday	WOODCREEK OAKS BL CALLE LAS CASAS	118'	Direction: South	Daylight	Clear	Pty at Fault:1
	Hit Object		Fixed Object	Auto R/W Violation	21804A	Hit & Run: No	Other Visible Injury		# Inj: 1 # Killed: 0
2016-14087	3/3/2016	14:18	Thursday	WOODCREEK OAKS BL CALLE LAS CASAS	0'	Direction: Not State	Daylight	Clear	Pty at Fault:1
	Broadside		Other Motor Vehicle	Auto R/W Violation	21804A	Hit & Run: No	Property Damage Only		# Inj: 0 # Killed: 0

Settings for Query:

Street: WOODCREEK OAKS BL

Cross Street: CALLE LAS CASAS

Intersection Related: True

Sorted By: Date and Time

NB u-turns

6 am	to	7 am	0
7 am	to	8 am	0
8 am	to	9 am	0
9 am	to	10 am	0
10 am	to	11 am	0
11 am	to	12 pm	0
12 pm	to	1 pm	0
1 pm	to	2 pm	0
2 pm	to	3 pm	1
3 pm	to	4 pm	0
4 pm	to	5 pm	1
5 pm	to	6 pm	1
6 pm	to	7 pm	1
7 pm	to	8 pm	0
8 pm	to	9 pm	0
9 pm	to	10 pm	0
10 pm	to	11 pm	0
11 pm	to	12 am	0

total of 4 u-turns

Current Volumes

Site Code: Woodcreek Oaks

Start Time	29-Sep-16 Thu	SB	NB	Channel 3	Channel 4	Total
12:00 AM		10	19	0	0	29
01:00		6	13	0	0	19
02:00		5	7	0	0	12
03:00		10	4	0	0	14
04:00		31	16	0	0	47
05:00		72	39	0	0	111
06:00		246	84	0	0	330
07:00		571	250	0	0	821
08:00		402	275	0	0	677
09:00		232	164	0	0	396
10:00		212	177	0	0	389
11:00		241	203	0	0	444
12:00 PM		229	224	0	0	453
01:00		253	193	0	0	446
02:00		323	383	0	0	706
03:00		442	364	0	0	806
04:00		379	391	0	0	770
05:00		402	488	0	0	890
06:00		377	441	0	0	818
07:00		222	289	0	0	511
08:00		142	232	0	0	374
09:00		109	175	0	0	284
10:00		59	83	0	0	142
11:00		34	42	0	0	76
Total		5009	4556	0	0	9565
Percent		52.4%	47.6%	0.0%	0.0%	
AM Peak	-	07:00	08:00	-	-	07:00
Vol.	-	571	275	-	-	821
PM Peak	-	15:00	17:00	-	-	17:00
Vol.	-	442	488	-	-	890
Grand Total		5009	4556	0	0	9565
Percent		52.4%	47.6%	0.0%	0.0%	
ADT		ADT 9,565		AADT 9,565		

Received: 9/19/2016

To: Jason Shykowski, Principal Engineer – Division Manager

From: Jana Cervantes, Senior Engineer

Subject: Engineering & Traffic Study (CVC 627)

Initiator: Resident Request

Request: Conduct a warrant analysis of the intersection of Woodcreek Oaks Blvd and Marblethorpe/Jonquil for the installation of a traffic signal.

Job No: TR16078

Summary of Engineering and Traffic Study

Considering the data in the attached study, the recommendations are summarized as follows:

Several public meetings were held as part of the environmental process for the CIP Woodcreek Oaks Widening Project. During those meetings, several residents expressed concern about the uncontrolled intersections along Woodcreek Oaks Blvd. once it goes to four lanes and inquired into the possibility of traffic signals being installed. The attached analysis is for the intersection of Woodcreek Oaks and Marblethorpe/Jonquil.

Staff collected data including traffic volumes, delay, accident history and pedestrian volumes for this intersection and based on guidelines established by the State of California, this intersection does not meet warrants for a traffic signal at this time based on the future four lanes of traffic.

Staff Recommendation:

Staff recommends not installing a signal at the intersection of Woodcreek Oaks Blvd. and Marblethorpe/Jonquil. Staff will continue to monitor this intersection for any changes in conditions.

Prepared by: J. Cervantes, Senior Engineer/T. Philipp, Asst. Engineer Date: 12/16/2016

Review/Comments

Ped volumes were collected during delay count for 1 hour. Ped data requires 4 hours of data. However, we observed 0 peds, and the warrant requires 100 peds during that 4 hour period, making this unattainable.

Approval Recommended by: _____

Date: 12-16-16

Approval by: _____

Date: _____

Final Approval by: _____

Date: 12-21-16

City of Roseville

311 Vernon Street
Roseville, CA 95678

16078

Signal Warrants - Summary

Study Name : Woodcreek Oaks-Marblethorpe-Jonquil
Study Date : 12/01/16
Page No. : 1

Major Street Approaches

Northbound: Woodcreek Oaks

Number of Lanes: 2

85% Speed > 40 MPH.

Total Approach Volume: 4,556

no rights

Southbound: Woodcreek Oaks

Number of Lanes: 2

85% Speed > 40 MPH.

Total Approach Volume: 5,009

Minor Street Approaches

Eastbound: Marblethorpe

Number of Lanes: 1

Total Approach Volume: 262

Westbound: Jonquil

Number of Lanes: 1

Total Approach Volume: 102

Warrant Summary (Rural values apply.)

Warrant 1 - Eight Hour Vehicular Volumes	Not Satisfied
Warrant 1A - Minimum Vehicular Volume	Not Satisfied
Required volumes reached for 0 hours, 8 are needed	
Warrant 1B - Interruption of Continuous Traffic	Not Satisfied
Required volumes reached for 0 hours, 8 are needed	
Warrant 1 A&B - Combination of Warrants	Not Satisfied
Required volumes reached for 0 hours, 8 are needed	
Warrant 2 - Four Hour Volumes	Not Satisfied
Number of hours (0) volumes exceed minimum < minimum required (4).	
Warrant 3 - Peak Hour	Not Satisfied
Warrant 3A - Peak Hour Delay	Not Satisfied
Total approach volumes and delays on minor street do not exceed minimums for any hour.	
Warrant 3B - Peak Hour Volumes	Not Satisfied
Volumes do not exceed minimums for any hour.	
Warrant 4 - Pedestrian Volumes	Not Satisfied
Required 4 Hr pedestrian volume reached for 0 hour(s) and the single hour volume for 0 hour(s)	
Warrant 5 - School Crossing	Not Evaluated
Warrant 6 - Coordinated Signal System	Not Satisfied
No adjacent coordinated signals are present	
Warrant 7 - Crash Experience	Not Satisfied
Number of accidents (0) is less than minimum (5). Volume minimums are not met.	
Warrant 8 - Roadway Network	Not Satisfied
Major Route conditions not met. No volume requirement met.	
Warrant 9 - Intersection Near a Grade Crossing	Not Evaluated

Delay

Marblethorpe e

Woodcreek Oaks

City of Roseville
311 Vernon Street
Roseville, CA 95678
Change These In PREFERENCE
Name : Marblethorpe 12-2-2016
PREFS : 00000000
Start Date : 12/2/2016
Page No : 1

7:55:00 AM - 9:06:00 AM	Lane 1
Total Vehicle Count:	33
Delayed Vehicle Count:	33
Through Vehicle Count:	0
Average Stopped Time:	15.70
Maximum Stopped Time:	97
Min. Secs. for Delay:	0
Average Queue:	0.14
Queue Density:	1.42
Maximum Queue:	3

Jongvil @
Woodcreek oaks

City of Roseville
311 Vernon Street
Roseville, CA 95678

File Name : untitled1
Site Code : 00000000
Start Date : 11/30/2016
Page No : 1

8:03:00 AM - 9:06 AM

9:03:00 AM - 10:06:00 AM	Lane 1
Total Vehicle Count:	32
Delayed Vehicle Count:	32
Through Vehicle Count:	0
Average Stopped Time:	7.91
Maximum Stopped Time:	45
Min. Secs. for Delay:	0
Average Queue:	0.07
Queue Density:	1.04
Maximum Queue:	2

City of Roseville

From 12/1/2011 to 12/1/2016

Total Collisions: 1

Injury Collisions: 0

Fatal Collisions: 0

Collision Summary Report

12/1/16

WOODCREEK OAKS BL & MARBLETHORPE DR + Jonquil

Page 1 of 1

50-13-1889 2/19/2013 08:26 Tuesday WOODCREEK OAKS BL JONQUIL DR 50' Direction: South Daylight Raining Pty at Fault: 1
Hit Object Fixed Object Unsafe Speed 22350 Hit & Run: No Property Damage Only # Inj: 0 # Killed: 0
Party 1 Driver North Proceeding Straight Female Age: 31
Veh Type: HNBD Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used

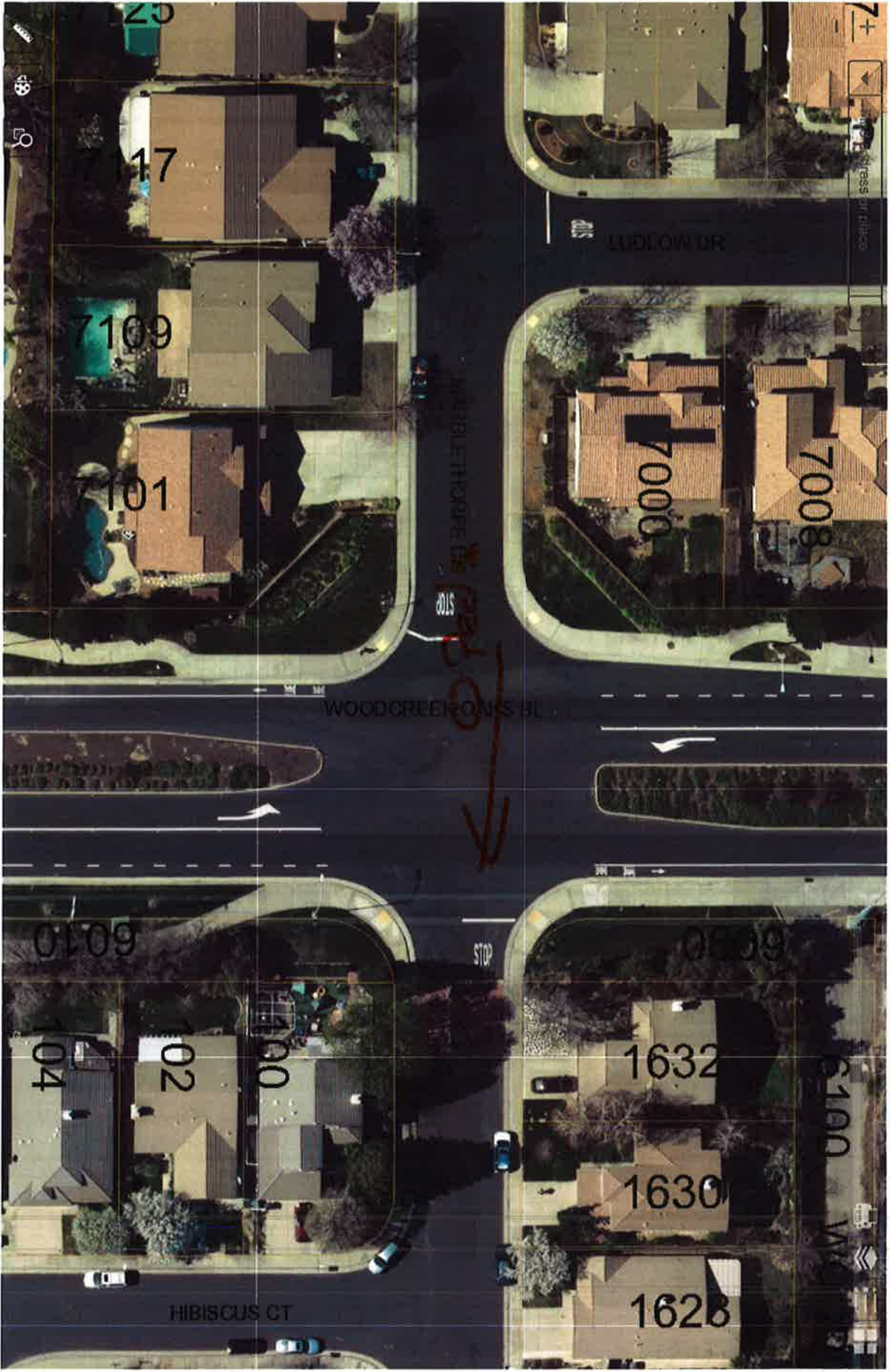
Settings for Query:

Street: WOODCREEK OAKS BL
Cross Street: MARBLETHORPE DR + Jonquil

Intersection Related: True

Sorted By: Date and Time

71106111



Collision Diagram

Horizontal Street: MARBLETHORPE DR + Jonquil

From: 12/1/2011 To: 12/1/2016

Vertical Street: WOODCREEK OAKS BL

Date Prepared: 12/1/2016



2/19/13
Unsf Spd

Number of Collisions

1 Property Damage Only
0 Injury Collisions
0 Fatal Collisions
1 Total Collisions

Legend

 Moving Vehicle
 Stopped Vehicle
 Backing Vehicle
 Ran Off Road
 Movement Unknown

 Right Turn
 Left Turn
 Sideswipe
 Day
 Night

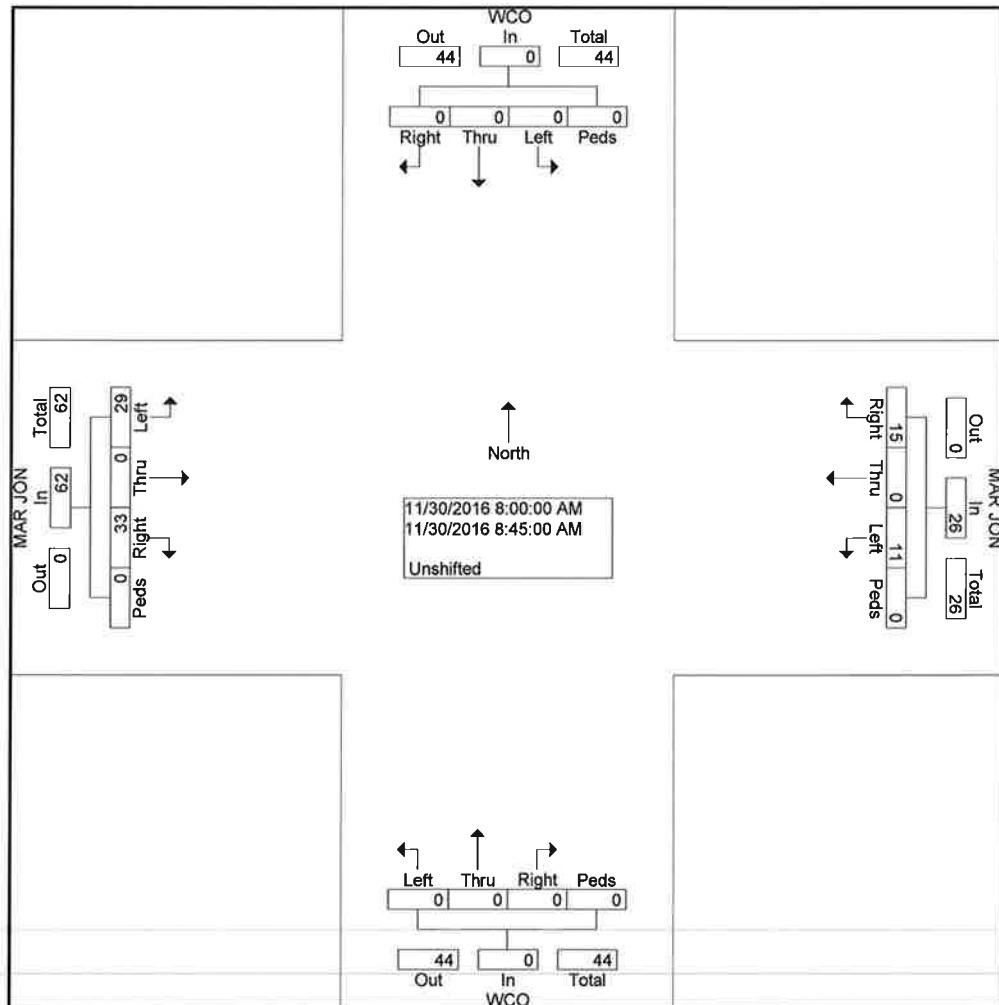
 Pedestrian
 Fixed Object
 Bicycle
 DUI
 Injury
 Fatal

CITY OF ROSEVILLE													
TRAFFIC COUNT SUMMARY													
Woodcreek Oaks-Marblethorpe/Jonquail (Right turns removed from side streets)													
Roseville													
CLEAR													
12/01/16													
WOODCREEK OAKS													
MARBLETHORPE/JONQUIL													
NB/SB HOURLY COUNT													
Hour	NB	RT%	Adj.Total	SB	RT%	Adj.Total	Hour	EB	RT%	Adj.Total	WB	RT%	Adj.Total
1:00	19	0.00	19	10	0.00	10	1:00	0	0.53	0	1	0.58	0
2:00	13	0.00	13	6	0.00	6	2:00	1	0.53	0	0	0.58	0
3:00	7	0.00	7	5	0.00	5	3:00	0	0.53	0	0	0.58	0
4:00	4	0.00	4	10	0.00	10	4:00	2	0.53	1	1	0.58	0
5:00	16	0.00	16	31	0.00	31	5:00	11	0.53	5	4	0.58	2
6:00	39	0.00	39	72	0.00	72	6:00	11	0.53	5	4	0.58	2
7:00	84	0.00	84	246	0.00	246	7:00	30	0.53	14	7	0.58	3
8:00	250	0.00	250	571	0.00	571	8:00	64	0.53	30	23	0.58	10
9:00	275	0.00	275	402	0.00	402	9:00	59	0.53	28	26	0.58	11
10:00	164	0.00	164	232	0.00	232	10:00	29	0.53	14	19	0.58	8
11:00	177	0.00	177	212	0.00	212	11:00	33	0.53	16	12	0.58	5
12:00	203	0.00	203	241	0.00	241	12:00	25	0.53	12	16	0.58	7
13:00	224	0.00	224	229	0.00	229	13:00	31	0.53	15	10	0.58	4
14:00	193	0.00	193	253	0.00	253	14:00	22	0.53	10	20	0.58	8
15:00	383	0.00	383	323	0.00	323	15:00	35	0.53	16	10	0.58	4
16:00	364	0.00	364	442	0.00	442	16:00	53	0.53	25	12	0.58	5
17:00	391	0.00	391	379	0.00	379	17:00	40	0.53	19	27	0.58	11
18:00	488	0.00	488	402	0.00	402	18:00	37	0.53	17	20	0.58	8
19:00	441	0.00	441	377	0.00	377	19:00	26	0.53	12	10	0.58	4
20:00	289	0.00	289	222	0.00	222	20:00	17	0.53	8	11	0.58	5
21:00	232	0.00	232	142	0.00	142	21:00	16	0.53	8	2	0.58	1
22:00	175	0.00	175	109	0.00	109	22:00	11	0.53	5	6	0.58	3
23:00	83	0.00	83	59	0.00	59	23:00	2	0.53	1	1	0.58	0
24:00	42	0.00	42	34	0.00	34	24:00	2	0.53	1	3	0.58	1
	4556		4556	5009		5009		557		262	245		103

City of Roseville
 311 Vernon Street
 Roseville, CA 95678
 Name : Marblethorpe and Jonquil
 Site Code : 00000000
 Start Date : 11/30/2016
 Page No : 1

Groups Printed- Unshifted

	WCO From North				MAR JON From East				WCO From South				MAR JON From West				Int. Total
Start Time	Rig ht	Thr u	Left	Ped s	Rig ht	Thr u	Left	Ped s	Rig ht	Thr u	Left	Ped s	Rig ht	Thr u	Left	Ped s	
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
08:00 AM	0	0	0	0	3	0	2	0	0	0	0	0	7	0	3	0	15
08:15 AM	0	0	0	0	4	0	3	0	0	0	0	0	8	0	7	0	22
08:30 AM	0	0	0	0	6	0	3	0	0	0	0	0	13	0	12	0	34
08:45 AM	0	0	0	0	2	0	3	0	0	0	0	0	5	0	7	0	17
Total	0	0	0	0	15	0	11	0	0	0	0	0	33	0	29	0	88
Grand Total	0	0	0	0	15	0	11	0	0	0	0	0	33	0	29	0	88
Apprch %	0.0	0.0	0.0	0.0	57.7	0.0	42.3	0.0	0.0	0.0	0.0	0.0	53.2	0.0	46.8	0.0	
Total %	0.0	0.0	0.0	0.0	17.0	0.0	12.5	0.0	0.0	0.0	0.0	0.0	37.5	0.0	33.0	0.0	



0 peds observed during this hour

Jonquil

Marblethorpe

Marblethorpe

$$\frac{rts}{total} = \frac{33}{62} = .53$$

53% rights

Jonquil

$$\frac{rts}{total} = \frac{15}{26} = .576$$

58% rights

City of Roseville

311 Vernon Street
Roseville, CA 95678

(916) 746-1300

Site Code: MARBLETHORPE DR

← 245

Jonguil

Marblethorpe

557 →

5784

Start Time	Mon 23-May-16	Tue 24-May-16	Wed 25-May-16	Thu 26-May-16	Fri 27-May-16	Average Day	Sat 28-May-16	Sun 29-May-16	Week Average
12:00 AM	*	*	*	*	*	0	*	*	0
01:00	*	1	*	*	*	1	*	*	1
02:00	*	0	*	*	*	0	*	*	0
03:00	*	2	*	*	*	2	*	*	2
04:00	*	11	*	*	*	11	*	*	11
05:00	*	11	*	*	*	11	*	*	11
06:00	*	30	*	*	*	30	*	*	30
07:00	*	64	*	*	*	64	*	*	64
08:00	*	59	*	*	*	59	*	*	59
09:00	*	29	*	*	*	29	*	*	29
10:00	*	33	*	*	*	33	*	*	33
11:00	*	25	*	*	*	25	*	*	25
12:00 PM	*	31	*	*	*	31	*	*	31
01:00	*	22	*	*	*	22	*	*	22
02:00	*	35	*	*	*	35	*	*	35
03:00	*	53	*	*	*	53	*	*	53
04:00	*	40	*	*	*	40	*	*	40
05:00	*	37	*	*	*	37	*	*	37
06:00	*	26	*	*	*	26	*	*	26
07:00	*	17	*	*	*	17	*	*	17
08:00	*	16	*	*	*	16	*	*	16
09:00	*	11	*	*	*	11	*	*	11
10:00	*	2	*	*	*	2	*	*	2
11:00	*	2	*	*	*	2	*	*	2
Day Total	0	557	0	0	0	557	0	0	557
% Avg. WkDay	0.0%	100.0%	0.0%	0.0%	0.0%				
% Avg. Week	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	

AM Peak	-	07:00	-	-	-	07:00	-	-	07:00
Vol.	-	64	-	-	-	64	-	-	64
PM Peak	-	15:00	-	-	-	15:00	-	-	15:00
Vol.	-	53	-	-	-	53	-	-	53
Grand Total	0	557	0	0	0	557	0	0	557

Site Code: JONQUIL DR

Start Time	Mon 23-May-16	Tue 24-May-16	Wed 25-May-16	Thu 26-May-16	Fri 27-May-16	Average Day	Sat 28-May-16	Sun 29-May-16	Week Average
12:00 AM	*	1	*	*	*	1	*	*	1
01:00	*	0	*	*	*	0	*	*	0
02:00	*	0	*	*	*	0	*	*	0
03:00	*	1	*	*	*	1	*	*	1
04:00	*	4	*	*	*	4	*	*	4
05:00	*	4	*	*	*	4	*	*	4
06:00	*	7	*	*	*	7	*	*	7
07:00	*	23	*	*	*	23	*	*	23
08:00	*	26	*	*	*	26	*	*	26
09:00	*	19	*	*	*	19	*	*	19
10:00	*	12	*	*	*	12	*	*	12
11:00	*	16	*	*	*	16	*	*	16
12:00 PM	*	10	*	*	*	10	*	*	10
01:00	*	20	*	*	*	20	*	*	20
02:00	*	10	*	*	*	10	*	*	10
03:00	*	12	*	*	*	12	*	*	12
04:00	*	27	*	*	*	27	*	*	27
05:00	*	20	*	*	*	20	*	*	20
06:00	*	10	*	*	*	10	*	*	10
07:00	*	11	*	*	*	11	*	*	11
08:00	*	2	*	*	*	2	*	*	2
09:00	*	6	*	*	*	6	*	*	6
10:00	*	1	*	*	*	1	*	*	1
11:00	*	3	*	*	*	3	*	*	3
Day Total	0	245	0	0	0	245	0	0	245
% Avg. WkDay	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	
% Avg. Week	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	
AM Peak	-	08:00	-	-	-	08:00	-	-	08:00
Vol.	-	26	-	-	-	26	-	-	26
PM Peak	-	16:00	-	-	-	16:00	-	-	16:00
Vol.	-	27	-	-	-	27	-	-	27
Grand Total	0	245	0	0	0	245	0	0	245

City of Roseville

From 1/1/2013 to 12/31/2015

Total Collisions: 1

Injury Collisions: 0

Fatal Collisions: 0

Collision Summary Report

5/25/16

WOODCREEK OAKS BL & MARBLETHORPE DR

Page 1 of 1

50-13-1889	2/19/2013	08:26	Tuesday	WOODCREEK OAKS BL & JONQUIL DR	50'	Direction: South	Daylight	Raining	Pty at Fault:1
Party 1	Driver	Hit Object	Fixed Object	Unsafe Speed	22350	Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0
Veh Type:			North	Proceeding Straight		Female			
			Sobriety: HNBD	Assoc Factor: None Apparent		Lap/Shoulder Harness Used			

Settings for Query:

Street: WOODCREEK OAKS BL
Cross Street: MARBLETHORPE DR
Intersection Related: True
Sorted By: Date and Time

Woodcreek Oaks Community Workshop Comment Cards - August 24, 2016

Comment Card	Response
1) Add signal at golf course due to traffic demand for left and right turns. 2) consider doing a maintenance overlay on existing lanes to limit impact to area so you don't have to come in a couple years later	1) Traffic studies of this intersection do not show warrants are met for a new signal at the intersection of Calle Las Casas and Woodcreek Oaks Boulevard. Staff will continue to monitor the intersection's service level but does not recommend a new signal at this time. 2) A maintenance overlay is planned with this project.
With the increase in traffic, I have concerns over pedestrian safety. 40 mph speed limits will not be obeyed on a 4 lane thoroughfare. My children attend Silverado and Woodcreek HS and the increase in traffic makes their walk or bikeride to school even more unsafe. PLEASE 3X consider building pedestrian bridges over Pleasant Grove to connect pedestrians N of Pleasant Grove to the schools south of Pleasant Grove	The posted speed limits on this segment of Woodcreek Oaks Boulevard will not change as a result of the roadway widening. Comments regarding existing speeding have been forwarded to the Police Department.
	The posted speed limits on this segment of Woodcreek Oaks Boulevard will not change as a result of the roadway widening. Comments regarding existing speeding have been forwarded to the Police Department. Traffic noise modeling shows the project will not increase noise levels from transporation sources in excess of standards established in the City of Roseville General Plan Noise Element or Noise Ordinance, nor will it result in any substantial permanent increase in ambient noise levels. At most modeled locations, the 2035 cumulative projected traffic noise increase is less than 3 dBA, which is the threshold for human ear perception of a noise increase.
Please consider the overall pedestrian use of Woodcreek Oaks Blvd. It is used by children ad adults alike on a regular basis. We have ensured the current ability and accessibility to facilities via walking. It has improved our lives and I would hate that accessbility taken away or diminished due to heavy traffic, speeding vehicles, noise pollution.	
Please put a signal in at Calle Las Casas. It is already difficult to cross the street. With 4 lanes it will be more dangerous!	Traffic studies of this intersection do not show warrants are met for a new signal at the intersection of Calle Las Casas and Woodcreek Oaks Boulevard. Staff will continue to monitor the intersection's service level but does not recommend a new signal at this time.
I am very concerned about the safety of the construction and final result around the Horncastle intersections. There is a blind corner created by the retaining wall that has made it very difficult to turn right from Horncastle to Woodcreek going north and trees blinding the curve turning south. I think the street is too windy and too residential for widneing. There are already other streets in the immediate area (Foothills, Fiddymment, Blue Oaks, Pleasant Grove) that can handle capacity that this project shouldn't be necessary.	The consultant checked and confirmed stopping sight distance standards are met at this intersection.
Please make sure you are aware of the speeds that the cars go. Kids that cross this street when walking to school will not be safe, and I highly encourage that you make sure kids can feel safe crossing that street. At least put some sort of recognition that there is a light up ahead, so people know to slow down.	The posted speed limits on this segment of Woodcreek Oaks Boulevard will not change as a result of the roadway widening. Comments regarding existing speeding have been forwarded to the Police Department.
Great Presentation	
	The posted speed limits on this segment of Woodcreek Oaks Boulevard will not change as a result of the roadway widening. Comments regarding existing speeding have been forwarded to the Police Department.
If you keep these two lanes, people will think "O, it's like a freeway. Let's drive fast". And bad things will probably happen....(Please don't let cars drive too fast!)	The construction of this project will not be within the sidewalk areas. The City will notify residents of construction activities in advance, and there will be City inspection staff on the site during construction to enforce safety and public convenience requirements for pedestrians.
Safety along the sidewalk is a concern. Students & families use the sidewalk along Woodcreek Oaks. What safety measures will there be during construction? Please ensure water features are incorporated to ensure the health of our streams & environment	Staff forwarded these concerns to the Development Services Department for follow up . Consistent with the the Campus Oaks Development project CEQA mitigation measures, future traffic concerns related to the Campus Oaks Development should be directed to EE Christensen Jr (Chris), Construction and Field Property Manager at cell: 916-960-9700. This project will provide a left turn lane off Woodcreek Oaks onto Crimson Ridge.
The current construction outside of Crimson Ridge Way is very dangerous. We have lost the fucntion of a left turn lane going into Crimson Ridge. We need a left turn lane off Woodcreek Oaks turning onto Crimson Ridge.	The Northwest Roseville Specfic Plan, adopted by the City Council in May, 1989, called for Woodcreek Oaks Boulevard to be a four lane arterial roadway from Baseline Road to Marblethorpe Drive. A traffic analysis prepared by Fehr & Peers in May 1988 assessed the traffic impacts of the residential and commercial developments proposed within the NWRSP and identified the need for the four lane arterial Woodcreek Oaks Boulevard. Bioswale design will conform to the West Placer Post Construction Stormwater Design Manual, adopted in April 2016.
There is not an existing traffic problem except 20 minutes during school drop off & pick up. However, adding more lanes will only bring the traffic that doesn't exist. Certainly, not designed for residents. If this must go through please design the bioswales so that there is not a drop off if the vegetatoin doesn't grow. I've seen some relaly poor designs that actually created a hazard for pedestrians.	Except in the open space area, the widening is towards the median, and there is no removal of trees in the sidewalk areas. The project will preserve median trees and landscape areas as much as feasible, and will add trees (planned gain of 19 trees) and water quality landscaping features in areas with new median and new curb, gutter, and sidewalk. Traffic noise modeling shows the project will not increase noise levels from transportation sources in excess of standards established in the City of Roseville General Plan Noise Element or Noise Ordinance, nor will it result in any substantial permanent increase in ambient noise levels. At most modeled locations, the 2035 cumulative projected traffic noise increase is less than 3 dBA, which is the threshold for human ear perception of a noise increase.
The trees/bushes/shrubs along the sound walls (where residences back to Woodcreek Oaks) is significantly inferior to other areas of Roseville, particularly north of Canevari + South of Horncastle. The increase in lanes, which will lead to an increase in car volume, and in increase in road noise that impacts those residences backing to Woodcreek. Your sound/noise "sample spots" are likely in front of this wall and do not account for the assistance that good landscaping would provide. I would like to see significant landscaping upgrades to help offset what will inevitably be an increase in noise.	
Hopefully this will not be a designated truck route	It will not.
There is a need for a traffic light at Marblethorpe. It is currently difficult to turn left without a light crossing 4 lanes of traffic will cause more chance for accidents. People increase speed from one traffic light to another and speed. With an increase of teenage drivers in the neighborhood, to turn left safely, people will drive down Ludlow to Horncastle to get to a signal increasing traffic flow in the neighborhood. With two more traffic lights, golf course and marblethrope, it will decrease speed, less accidents, safer neighborhood	Traffic studies of this intersection do not show warrants are met for a new signal at the intersection of Marblethorpe Drive and Woodcreek Oaks Boulevard. Staff will continue to monitor the intersection's service level but does not recommend a new signal at this time. The posted speed limits on this segment of Woodcreek Oaks Boulevard will not change as a result of the roadway widening. Comments regarding existing speeding have been forwarded to the Police Department.
	1) Traffic studies of this intersection do not show warrants are met for a new signal at the intersection of Calle Las Casas and Woodcreek Oaks Boulevard. Staff will continue to monitor the intersection's service level but does not recommend a new signal at this time. 2) the 2 foot wide medians and other project features will match the City of Roseville standards for design 3) The posted speed limits on this segment of Woodcreek Oaks Boulevard will not change as a result of the roadway widening. Comments regarding existing speeding have been forwarded to the Police Department.
Have 3 concerns. 1) need traffic light @ entrance to Woodcreek Golf Course. The traffic will create ? In exiting parking lot 2) Section that has 2 foot medians will be insufficient for two way traffic @ 40 mph. Without wider medians or barrier it will be dangerous. Cars waiting to turn will have 2 foot distnace from oncoming cars @ 40 mph. 3) Who thinks that motorists will actually go 40 mph? No way!!	
Need a stoplight at Woodcreek Oaks Golf Course. People turning left currently run out in front of northbound traffic. 2) need a stoplight at Marblethrope to allow a left hand turn. It is difficult currently with four lanes + faster speeds it will be very unsafe to make a left hand turn. It will cause people to drive through neighbor street to use the light at Horncastle.	Traffic studies of these intersections do not show warrants are met for new signals. Staff will continue to monitor the intersections service levels but does not recommend new signals at this time.

Woodcreek Oaks Community Workshop Comment Cards - August 24, 2016

Comment Card	Response
At least put some lights at the intersections...people who cross there are not safe with incoming traffic and a winding road. People who want to drive fast NEED to slow down instead of just adding another "fast lane".	Traffic studies of these intersections do not show warrants are met for new signals. Staff will continue to monitor the intersections service levels but does not recommend new signals at this time. The posted speed limits on this segment of Woodcreek Oaks Boulevard will not change as a result of the roadway widening. Comments regarding existing speeding have been forwarded to the Police Department.
The traffic on Marblethorpe Drive increases from 7:00am until 9:00 as parents and some school buses use the street as a cutter to avoid the light at Horncastle to Blue Oaks Elem. It starts again at 2:00 until 3:30. Numerous people who work and live in subdivisions off of Horncastle also use Marblethorpe as a cutter street. A trip light would help the poeple living on Marblethorpe and other subdivisions to make a left hand turn. A trip light shoud also beat the golf course.	Traffic studies of these intersections do not show warrants are met for new signals. Staff will continue to monitor the intersections service levels but does not recommend new signals at this time.
Concerned about amount of traffic that will be unvited to use this street versus using Foothills or Fiddyment. Concerned about noise level. Councerned about accidents and speeding. NO more stop lights on this road.	The Northwest Roseville Specific Plan, adopted by the City Council in May, 1989, called for Woodcreek Oaks Boulevard to be a four lane arterial roadway from Baseline Road to Marblethorpe Drive. A traffic analysis prepared by Fehr & Peers in May 1988 assessed the traffic impacts of the residential and commercial developments proposed within the NWRSP and identified the need for the four lane arterial Woodcreek Oaks Boulevard. Traffic noise modeling shows the project will not increase noise levels from transporation sources in excess of standards established in the City of Roseville General Plan Noise Element or Noise Ordinance, nor will it result in any substantial permanent increase in ambient noise levels. At most modeled locations, the 2035 cumulative projected traffic noise increase is less than 3 dBA, which is the threshold for human ear perception of a noise increase. The posted speed limits on this segment of Woodcreek Oaks Boulevard will not change as a result of the roadway widening. Comments regarding existing speeding have been forwarded to the Police Department. There are no proposed new traffic signals with this project.
Please considere a signal light on Calle Las Casas. We live on that street and have a hard time getting out.	Traffic studies of this intersection do not show warrants are met for a new signal at the intersection of Calle Las Casas and Woodcreek Oaks Boulevard. Staff will continue to monitor the intersection’s service level but does not recommend a new signal at this time
We live off Woodcreek Oaks Blvd (left on Marblethorpe). There are only two ways out of our subdivision - Marblethorpe or Horncastle and both exit onto Woodcreek Oaks Blvd. this has always concerned us as in case of an emergency or disaster there is only one way to get out of our neighborhood - Woodcreek Oaks Blvd. Likewise, we are afraid of the negative impacts from construction with no way to avoid it or leave the neighborhood in an alternate route.	The project will be staged and traffic control requirements enforced such that the two exits from the neighborhood onto Woodcreek Oaks blvd are never out of comission at the same time.
This is not a comment though...but I saw a major incident near Cooley Middle School...If I see another accident in traffic, you will regret it...I promise...	Staff forwarded these concerns to the Development Services Department for follow up . Consistent with the the Campus Oaks Development project CEQA mitigation measures, future traffic concerns related to the Campus Oaks Development should be directed to EE Christensen Jr (Chris), Construction and Field Property Manager at cell: 916-960-9700. This project will provide a left turn lane off Woodcreek Oaks onto Crimson Ridge.
Please don't make the lanes too small, otherwise people will have a hard time staying in their lane. I am also concerned with the speed. If you make 2 lanes, people will not obey the speed limit, and instead, drive fast, and then the kids will be hurt who are just crossing to get to school!	Lane widths will conform to City of Roseville design standards. The posted speed limits on this segment of Woodcreek Oaks Boulevard will not change as a result of the roadway widening. Comments regarding existing speeding have been forwarded to the Police Department.
Just a general question as to the necessity of this project. Traffic is bad in the morning only (WHS traffic). Anytime else it's very clear. What is th ecurrent LOS for Woodcreek? What will it be servicing Campus Oaks student traffic to WHS/ What other development would this expansion be servicing?	The Northwest Roseville Specific Plan, adopted by the City Council in May, 1989, called for Woodcreek Oaks Boulevard to be a four lane arterial roadway from Baseline Road to Marblethorpe Drive. A traffic analysis prepared by Fehr & Peers in May 1988 assessed the traffic impacts of the residential and commercial developments proposed within the NWRSP and identified the need for the four lane arterial Woodcreek Oaks Boulevard.
Thank you for the information. One concern I have is the safety of the cross traffic at the Woodcreek Oaks Golf Course.	Traffic studies of this intersection do not show warrants are met for a new signal at the intersection of Calle Las Casas and Woodcreek Oaks Boulevard. Staff will continue to monitor the intersection’s service level but does not recommend a new signal at this time
Lack of light at Calle Las Casas - not timed, dangerous intersection vehicles cannot get in or out, at peak times pedestrians + bicycles lack of access to golf course vehicles driving over the speed limit NOW!! What's four lanes going to do	Traffic studies of this intersection do not show warrants are met for a new signal at the intersection of Calle Las Casas and Woodcreek Oaks Boulevard. Staff will continue to monitor the intersection’s service level but does not recommend a new signal at this time
IMMEDIATE NEED Woodcreek/Blue Oaks - the construction barrier is set up in such a way that left turns into apartments and safeway and the southbound lanes merge 2 lanes to one is causing an extremely dangerous situation particularly during rush hour. My understanding is that there have already been head on collisions. It seems there is plenty of room to move the barrier...the construction crews just do not want to move it twice. The planner that approved this will be responsible for someone's death if nothing is done ASAP!	Staff forwarded these concerns to the Development Services Department for follow up . Consistent with the the Campus Oaks Development project CEQA mitigation measures, future traffic concerns related to the Campus Oaks Development should be directed to EE Christensen Jr (Chris), Construction and Field Property Manager at cell: 916-960-9700. This project will provide a left turn lane off Woodcreek Oaks onto Crimson Ridge.
Crimson Ridge turn - there is currently no left turn lane getting into the gate. Would it be possible to put one people almost get rear-ended trying to stop.	This project will provide a left turn lane off of Woodcreek Oaks onto Crimson Ridge
Light is ABSOLUTELY necessary in front of the golf course. School dropoff in the morning exists Calle Las Casas off onto that street (Woodcreek Oaks) This portion of the project needs attention.	Traffic studies of this intersection do not show warrants are met for a new signal at the intersection of Calle Las Casas and Woodcreek Oaks Boulevard. Staff will continue to monitor the intersection’s service level but does not recommend a new signal at this time
Recommend a traffic light at Woodcreek Oaks Golf Course. My wife was in an accident at that intersection this year. SE corner of Woodcreek oaks + Blue Oaks needs drainage. Floods in winter creating hydro-plane hazard.	Traffic studies of this intersection do not show warrants are met for a new signal at the intersection of Calle Las Casas and Woodcreek Oaks Boulevard. Staff will continue to monitor the intersection’s service level but does not recommend a new signal at this time
A signal at Calle Las Casas is needed.	Traffic studies of this intersection do not show warrants are met for a new signal at the intersection of Calle Las Casas and Woodcreek Oaks Boulevard. Staff will continue to monitor the intersection’s service level but does not recommend a new signal at this time



COUNCIL COMMUNICATION

CC #: 8247
File #: 0800-03

Title: Updates to Energy Trading Authority Policy
Contact: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

Meeting Date: 2/1/2017
Item #: 6.11.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a Resolution to approve updated Energy Trading Authority Policy for Roseville Electric Utility to (1) expand Roseville's trading locations to include Mid-Columbia, John Day, and Big Eddy; and (2) add "Spread Trade" as a new product. There is no direct fiscal impact for these policy changes.

BACKGROUND

In 2005, the City adopted a comprehensive set of Energy Risk Management Policies to manage the inherent market risk associated with operating an electric utility. The policies are:

- **Electric Utility Risk Management Policy:** This is the overarching risk management governance document. It specifies the goals and objectives of the policies and the roles and responsibilities in the risk governance structure.
- **Energy Credit Risk Policy:** This policy defines how credit limits are set and managed.
- **Energy Trading Authority Policy:** This policy sets the types of energy transactions that can be entered into and the levels of authorization the City Manager has for long term hedging and the Power Management Services Agent has for within-the-month operational trading.
- **Energy Hedge Policy:** This policy defines Roseville Electric's hedging goals and risk tolerance.

The policies are reviewed and updated on a regular basis to incorporate changes in the operating environment. Policies were last updated and approved by the City Council on February 17, 2016.

Under the existing Trading Authority Policy, the California Oregon Border market is the only Northwest market in which Roseville can transact energy. Electric Staff has identified three other physical locations in the Northwest which, if Roseville were enabled to transact, would increase competition and could lead to lower cost energy. Staff, the Risk Management Committee, and the Risk Oversight Committee are recommending the following Trading Authority Policy changes to

Council for approval:

- Add Mid-Columbia, John Day, and Big Eddy to Roseville's authorized trading locations.
- Add "Spread Trade" as a new product. A spread trade involves a purchase of physical power at one location and a sale at another location, paying a fixed spread. Spread trades would only be authorized at locations where Roseville is enabled to trade, offering an alternative to having to procure transmission, particularly when the power may be inexpensive but the transmission is costly or unavailable.

FISCAL IMPACT

There is no direct fiscal impact from these policy changes.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The policy updates are not considered a "project" as defined by the California Environmental Quality Act ("CEQA") (CEQA Guidelines § 15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Petra Wallace, Electric Resources Analyst

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-48

Roseville Energy Trading Authority Policy.redline.

Roseville Energy Trading Authority Policy.02.01.2017

RESOLUTION NO. 17-48

APPROVING AN UPDATED ENERGY TRADING AUTHORITY POLICY

WHEREAS, the Energy Trading Authority Policy is the document by which the Roseville City Council grants authority to the City Manager and our Power Management Services Agent to execute energy transactions to reduce risk and meet customer energy demands; and

WHEREAS, the updated policy expands the City of Roseville's trading locations to include Mid-Columbia, John Day and Big Eddy, and includes the addition of "Spread Trade" as a new product; and

WHEREAS, the City Council has reviewed the updated Energy Trading Authority Policy;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the 2/1/2017 Energy Trading Authority Policy for Roseville Electric is hereby approved.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ENERGY TRADING AUTHORITY POLICY

2/17/2016 2/1/2017

1. Purpose

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

2. Objective

The objective of The Policy is to define:

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

3. Policy Content

A. Procedural Requirements

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

1. Execution Authority

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

The City Manager is delegated authority from the City Council and may delegate his authority to City staff at his sole discretion. The Agent has authority delegated from the City Council that may be modified by the City Manager, as long as modifications do not exceed his own authority. Only individuals who are noted in the

authority matrices in this policy are authorized to execute trades under the stated limits. All transactions must be executed via a recorded communication method. Examples include a voice recorded communication line, instant messaging or an on-line broker account. Recorded communications must be maintained and controlled by personnel who are independent of the trading function. Any request by the City for the Agent to execute on ~~its~~^{sits} behalf a transaction beyond the Agent's authority must be documented in accordance with the Clear Authority Section (E. 1.) of this policy.

2. Contract Requirements

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

3. Credit Requirements

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

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

4. Credit Sleeving

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

5. Speculation

The primary purpose of trading activities shall be for hedging and portfolio optimization (including participation in arbitrage opportunities). However, the Energy Hedge Policy does allow the City to take advantage of market opportunities through transactions that could in the strictest sense be labeled

speculation if those transactions expose the City to additional risk. The simplest example of this would be entering into a sale of energy that moved from the top end to the bottom end of the allowable range in the Fixed Price Energy Policy. The Energy Hedge Policy defines what is permissible in this regard.

6. Authorized Transactions

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

- A. Purchase energy to serve load above what is expected to be generated or purchased from existing resources.
- B. Sell existing capacity or energy that is expected to be in excess of the City's load requirements.
- C. Purchase natural gas and transportation that is expected to be needed to fuel the Roseville facilities. Enter into imbalance and storage agreements if deemed beneficial to fuel Roseville facilities.
- D. Sell surplus gas, or release transportation capacity, if more economic energy is available for purchase.
- E. Execute financial transactions, including CAISO virtual transactions, to fix the price of variable commodity purchases or sales.
- F. Purchase call options to limit price exposure on short natural gas or power positions.
- G. Sell call options or tolling agreements on capacity that is expected to be in excess of the City's resource requirements.
- H. Purchase a "floor" to limit price exposure on long natural gas or power positions.
- I. Sell a "floor" to offset a portion of the price of the purchase of call options listed in item (6) above.
- J. Purchase emissions allowances or offsets expected to be necessary to optimize the operation of the City's resource portfolio.

- K. Sell emissions allowances or offsets deemed unnecessary for efficient operation of the City's resource portfolio.
- L. Execute congestion revenue rights or physical transmission transactions, including natural gas transportation to manage congestion price risk.
- M. Purchase bilateral ancillary services to meet the City's load requirements or sell bilateral ancillary services in excess of the City's load requirements.
- N. Purchase CAISO Ancillary Services (Spinning Reserves, Non-Spinning Reserves, and Regulation) to meet the City's load requirements or sell CAISO Ancillary Services in excess of the City's load requirements.
- O. Purchase from the CAISO markets to meet the City's load requirements or sell into the CAISO markets energy in excess of the City's load requirements.
- P. Purchase or sell renewable energy credits and/or energy attributes as required to meet compliance requirements.
- P.Q. Execute physical spread transactions at authorized locations.

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

- A purchase/sale of energy at the California Oregon Border and a sale/purchase of energy at CAISO NP15 EZ Gen Hub to take advantage of the City's transmission capacity.
- A purchase of natural gas and a sale of energy to take advantage of excess gas fired peaking capacity.
- A sale of natural gas and a purchase of electric energy to take advantage of market heat rates below the City's gas fired generation costs.
- A sale of energy or capacity that is in excess of, or is otherwise not used to meet, City load.

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

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

- 2) Sales commitments shall not be made at greater firmness than the supply contract.
- 3) Physical transactions are only to be made at locations for which delivery can be made to Roseville and from Roseville resources. Specific authorized locations for power and natural gas transactions are reflected below:
 - a. For financial electricity transactions, authorized locations include CAISO NP 15 EZ Gen Hub, CAISO SP 15 EZ Gen Hub, the Balancing Area of Northern California (BANC), Mid-Columbia, John Day, Big Eddy, and COB. These same locations are authorized for physical electricity transactions to the extent delivery can be reasonably expected. Additional physical and financial locations include owned-generation locations within the CAISO, and CAISO inter-ties for import and export transactions.
 - b. For Natural Gas physical and financial transactions, this includes PG&E CityGate, Malin, Topock and the SoCal Border.
 - c. Henry Hub may be used for financial Natural Gas hedging, as well as Henry Hub to PG&E CityGate Basis.
- 4) Transmission and Transportation purchases are to be as firm as possible ~~is to be sufficient~~ to reasonably assure the delivery of the commodity at the firmness transacted.
 - a. For COB delivery, transmission will include losses and a reasonable transfer capability.

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

7. Balancing Contracts

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

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

8. Transactions Requiring City Council Approval

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

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

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

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

- a. Transaction Proposal - The proposal is the responsibility of the person or business group proposing the transaction. The proposal should address the business need, risks, trading controls, valuation methodology, accounting methodology, operations workflow/methodology, and assessment of legal and regulatory issues.
- b. City Council Review – The Risk Oversight Committee (“ROC”) will perform a review on behalf of, and make a recommendation to, the City Council on the benefits and risks of the proposed transaction. The City Council will assess the proposed transaction and make a determination whether to add the proposed transaction to the approved list.
- c. Approval (Pilot Program) – The City Council may approve limited use of the proposed transaction to ensure that proper controls are in place to monitor the activity. The City Council may approve the proposed transaction without instituting a Pilot Program, if the

proposed transaction is going to be used once (one off) where it would not be prudent to test it in a shorter time frame or smaller quantity, due to constraints such as liquidity or length of term of product. The City Council will use more scrutiny in approval of one-off transactions.

9. City Manager Aggregate Dollar Authority Limits

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

10. City Manager Authority On Event of Termination

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

B. Electric Power and Transmission Bilateral Trading Authority

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

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

Authority Matrix Explanations:

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

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

*Electric Power and Transmission
Bilateral Trading Authority Change*

Approved By:

Effective Date:

____/____/____

Previous Effective Date:

____/____/____

C. CAISO Trading Authority

The following outlines transaction limits for CAISO products.

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

Authority Matrix Explanations:

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

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

CAISO Trading Authority Change

Approved By:

Effective Date:

____/____/____

Previous Effective Date:

____/____/____

D. Natural Gas and Transportation Trading Authority

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

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

Authority Matrix Explanations:

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

Natural Gas and Transportation Trading Authority

Approved By:

Effective Date:

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Previous Effective Date:

____/____/____

E. Emissions Allowances Trading Authority

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

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

Authority Matrix Explanations:

- The City Manager has the authority to modify this authority matrix in the following ways:
 - Change the authority levels of the Agent in executing emission allowance transactions.
 - Add City staff members he chooses to delegate authority to, change their authority, and remove staff that no longer have authority to execute.
- Changes to the authority matrix must be initialed and dated, with the date of the preceding active authorization matrix left for reference. There is a space below for these changes.

- The authority matrix above addresses authority for Federal SO₂ and NO_x Emission Allowances as well as California Greenhouse Gas Compliance Instruments.
- California Greenhouse Gas Compliance Instruments include any tradable or auctionable allowances or offsets as defined by the California Cap and Trade program, or its successor. The City Manager has the authority to direct excess California Greenhouse Gas Compliance Instruments to the centralized auction or bilateral market.
- Transaction Limits represent the total volume in tons per transaction and dollars/ton for each emission allowance transaction executed.
- Aggregate Limits represent the sum total volume in tons and dollars for all forward transactions.
- Transactions under the City Manager's authority are subject to the aggregate \$500M net and \$700M gross limits.
- Lead time represents the time period from the date a trade is executed to the start of the trade. Lead time limits only apply to forward transactions and not to spot transactions.

Emissions Allowances Trading Authority

Approved By:

Effective Date:

____/____/____

Previous Effective Date:

____/____/____

F. Renewable Energy Credits / Energy Attributes Trading Authority

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

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

Authority Matrix Explanations:

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

- Transactions under the City Manager's authority are subject to the aggregate \$500M net and \$700M gross limits.
- To the extent the transaction price can be identified separately for energy and energy attributes, the energy attribute portion of any bundled (energy and energy attribute) transaction must be monitored against the limits above.
- Lead time represents the time period from the date a trade is executed to the start of the trade. Lead time limits only apply to forward transactions and not to spot transactions.

Renewable Energy Trading Authority

Approved By:

Effective Date:

____/____/____

Previous Effective Date:

____/____/____

G. Acknowledgements

1. Clear Authority

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

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

2. Violations and Sanctions

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

3. Policy Effective

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

H. Responsibility

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

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

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

5. *Related Policies*

Supporting policies and procedures are required as outlined below.

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

“APM” – Alliance for Cooperative Energy Services Power Marketing

ENERGY TRADING AUTHORITY POLICY

2/1/2017

1. Purpose

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

2. Objective

The objective of The Policy is to define:

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

3. Policy Content

A. Procedural Requirements

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

1. Execution Authority

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

The City Manager is delegated authority from the City Council and may delegate his authority to City staff at his sole discretion. The Agent has authority delegated from the City Council that may be modified by the City Manager, as long as modifications do not exceed his own authority. Only individuals who are noted in the

authority matrices in this policy are authorized to execute trades under the stated limits. All transactions must be executed via a recorded communication method. Examples include a voice recorded communication line, instant messaging or an on-line broker account. Recorded communications must be maintained and controlled by personnel who are independent of the trading function. Any request by the City for the Agent to execute on its behalf a transaction beyond the Agent's authority must be documented in accordance with the Clear Authority Section (E. 1.) of this policy.

2. Contract Requirements

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

3. Credit Requirements

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

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

4. Credit Sleeving

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

5. Speculation

The primary purpose of trading activities shall be for hedging and portfolio optimization (including participation in arbitrage opportunities). However, the Energy Hedge Policy does allow the City to take advantage of market opportunities through transactions that could in the strictest sense be labeled

speculation if those transactions expose the City to additional risk. The simplest example of this would be entering into a sale of energy that moved from the top end to the bottom end of the allowable range in the Fixed Price Energy Policy. The Energy Hedge Policy defines what is permissible in this regard.

6. Authorized Transactions

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

- A. Purchase energy to serve load above what is expected to be generated or purchased from existing resources.
- B. Sell existing capacity or energy that is expected to be in excess of the City's load requirements.
- C. Purchase natural gas and transportation that is expected to be needed to fuel the Roseville facilities. Enter into imbalance and storage agreements if deemed beneficial to fuel Roseville facilities.
- D. Sell surplus gas, or release transportation capacity, if more economic energy is available for purchase.
- E. Execute financial transactions, including CAISO virtual transactions, to fix the price of variable commodity purchases or sales.
- F. Purchase call options to limit price exposure on short natural gas or power positions.
- G. Sell call options or tolling agreements on capacity that is expected to be in excess of the City's resource requirements.
- H. Purchase a "floor" to limit price exposure on long natural gas or power positions.
- I. Sell a "floor" to offset a portion of the price of the purchase of call options listed in item (6) above.
- J. Purchase emissions allowances or offsets expected to be necessary to optimize the operation of the City's resource portfolio.

- K. Sell emissions allowances or offsets deemed unnecessary for efficient operation of the City's resource portfolio.
- L. Execute congestion revenue rights or physical transmission transactions, including natural gas transportation to manage congestion price risk.
- M. Purchase bilateral ancillary services to meet the City's load requirements or sell bilateral ancillary services in excess of the City's load requirements.
- N. Purchase CAISO Ancillary Services (Spinning Reserves, Non-Spinning Reserves, and Regulation) to meet the City's load requirements or sell CAISO Ancillary Services in excess of the City's load requirements.
- O. Purchase from the CAISO markets to meet the City's load requirements or sell into the CAISO markets energy in excess of the City's load requirements.
- P. Purchase or sell renewable energy credits and/or energy attributes as required to meet compliance requirements.
- Q. Execute physical spread transactions at authorized locations.

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

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

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

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

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

- 2) Sales commitments shall not be made at greater firmness than the supply contract.
- 3) Physical transactions are only to be made at locations for which delivery can be made to Roseville and from Roseville resources. Specific authorized locations for power and natural gas transactions are reflected below:
 - a. For financial electricity transactions, authorized locations include CAISO NP 15 EZ Gen Hub, CAISO SP 15 EZ Gen Hub, the Balancing Area of Northern California (BANC), Mid-Columbia, John Day, Big Eddy, and COB. These same locations are authorized for physical electricity transactions to the extent delivery can be reasonably expected. Additional physical and financial locations include owned-generation locations within the CAISO, and CAISO inter-ties for import and export transactions.
 - b. For Natural Gas physical and financial transactions, this includes PG&E CityGate, Malin, Topock and the SoCal Border.
 - c. Henry Hub may be used for financial Natural Gas hedging, as well as Henry Hub to PG&E CityGate Basis.
- 4) Transmission and Transportation purchases are to be as firm as possible to reasonably assure the delivery of the commodity at the firmness transacted.
 - a. For COB delivery, transmission will include losses and a reasonable transfer capability.

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

7. Balancing Contracts

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

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

8. Transactions Requiring City Council Approval

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

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

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

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

- a. Transaction Proposal - The proposal is the responsibility of the person or business group proposing the transaction. The proposal should address the business need, risks, trading controls, valuation methodology, accounting methodology, operations workflow/methodology, and assessment of legal and regulatory issues.
- b. City Council Review – The Risk Oversight Committee (“ROC”) will perform a review on behalf of, and make a recommendation to, the City Council on the benefits and risks of the proposed transaction. The City Council will assess the proposed transaction and make a determination whether to add the proposed transaction to the approved list.
- c. Approval (Pilot Program) – The City Council may approve limited use of the proposed transaction to ensure that proper controls are in place to monitor the activity. The City Council may approve the proposed transaction without instituting a Pilot Program, if the

proposed transaction is going to be used once (one off) where it would not be prudent to test it in a shorter time frame or smaller quantity, due to constraints such as liquidity or length of term of product. The City Council will use more scrutiny in approval of one-off transactions.

9. City Manager Aggregate Dollar Authority Limits

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

10. City Manager Authority On Event of Termination

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

B. Electric Power and Transmission Bilateral Trading Authority

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

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

Authority Matrix Explanations:

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

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

*Electric Power and Transmission
Bilateral Trading Authority Change*

Approved By:

Effective Date:

____/____/____

Previous Effective Date:

____/____/____

C. CAISO Trading Authority

The following outlines transaction limits for CAISO products.

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

Authority Matrix Explanations:

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

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

CAISO Trading Authority Change

Approved By:

Effective Date:

____/____/____

Previous Effective Date:

____/____/____

D. Natural Gas and Transportation Trading Authority

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

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

Authority Matrix Explanations:

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

Natural Gas and Transportation Trading Authority

Approved By:

Effective Date:

____/____/____

Previous Effective Date:

____/____/____

E. Emissions Allowances Trading Authority

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

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

Authority Matrix Explanations:

- The City Manager has the authority to modify this authority matrix in the following ways:
 - Change the authority levels of the Agent in executing emission allowance transactions.
 - Add City staff members he chooses to delegate authority to, change their authority, and remove staff that no longer have authority to execute.
- Changes to the authority matrix must be initialed and dated, with the date of the preceding active authorization matrix left for reference. There is a space below for these changes.

- The authority matrix above addresses authority for Federal SO₂ and NO_x Emission Allowances as well as California Greenhouse Gas Compliance Instruments.
- California Greenhouse Gas Compliance Instruments include any tradable or auctionable allowances or offsets as defined by the California Cap and Trade program, or its successor. The City Manager has the authority to direct excess California Greenhouse Gas Compliance Instruments to the centralized auction or bilateral market.
- Transaction Limits represent the total volume in tons per transaction and dollars/ton for each emission allowance transaction executed.
- Aggregate Limits represent the sum total volume in tons and dollars for all forward transactions.
- Transactions under the City Manager's authority are subject to the aggregate \$500M net and \$700M gross limits.
- Lead time represents the time period from the date a trade is executed to the start of the trade. Lead time limits only apply to forward transactions and not to spot transactions.

Emissions Allowances Trading Authority

Approved By:

Effective Date:

____/____/____

Previous Effective Date:

____/____/____

F. Renewable Energy Credits / Energy Attributes Trading Authority

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

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

Authority Matrix Explanations:

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

- Transactions under the City Manager's authority are subject to the aggregate \$500M net and \$700M gross limits.
- To the extent the transaction price can be identified separately for energy and energy attributes, the energy attribute portion of any bundled (energy and energy attribute) transaction must be monitored against the limits above.
- Lead time represents the time period from the date a trade is executed to the start of the trade. Lead time limits only apply to forward transactions and not to spot transactions.

Renewable Energy Trading Authority

Approved By:

Effective Date:

____/____/____

Previous Effective Date:

____/____/____

G. Acknowledgements

1. Clear Authority

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

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

2. Violations and Sanctions

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

3. Policy Effective

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

H. Responsibility

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

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

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

5. *Related Policies*

Supporting policies and procedures are required as outlined below.

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

“APM” – Alliance for Cooperative Energy Services Power Marketing



COUNCIL COMMUNICATION

CC #: 8256

File #: 0200

Title: Financial Advisory Services - Professional Services Agreement Amendment

Contact: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Monty Hanks 916-774-5313 mhanks@roseville.ca.us

Meeting Date: 2/1/2017

Item #: 6.12.

RECOMMENDATION TO COUNCIL

Approve the attached resolution authorizing the City Manager to sign the attached First Amendment to Professional Services Agreement with First Southwest Company, LLC, a division of Hilltop Securities, Inc., for the purposes of providing financial advisory services to the City of Roseville as financial advisor, extending the contract to February 18, 2018.

BACKGROUND

From time to time, the City has the need of financial advisory services related to issuing or refunding bonds that are highly technical and require the services of a financial advisor with specialized expertise. On February 18, 2015 Council adopted Resolution 15-71 approving an agreement by and between the City of Roseville and First Southwest, and authorizing the City Manager to execute it on behalf of the City of Roseville. This agreement allowed the City to utilize financial advisory services on an as needed basis contingent upon the availability of existing funds. The original agreement was for two years with an optional third year. This amendment is exercising the City's option for the third year.

First Southwest is now a division of Hilltop Securities, Inc. and since 1946, First Southwest LLC has been a trusted leader in public finance. They provide expert financial advisory services to more than 1,600 client across 25 offices in 14 states. The financial advisory professionals work together across geographical and practice group boundaries to help each client receive the benefits of the entire firm's expertise.

FISCAL IMPACT

The fiscal impact for financial advisory services is a \$75,000 annual retainer (invoiced monthly) plus \$25,000 for each new bond issue or refunding. The monthly retainer fee for Fiscal Year 2016/17 was approved when the annual budget was adopted in June 2016. No budget adjustment is required.

ECONOMIC DEVELOPMENT / JOBS CREATED

The amended Professional Services Agreement will not create any new jobs or economic development.

ENVIRONMENTAL REVIEW

The amended Professional Services Agreement is not considered a "project" as defined by the California Environmental Quality Act (CEQA), Section 15273 of the CEQA guidelines, and therefore no CEQA action is required.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Monty Hanks, Finance Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-57

First Amendment to Professional Services Agreement

RESOLUTION NO. 17-57

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND FIRST SOUTHWEST COMPANY, LLC, A
DIVISION OF HILLTOP SECURITIES, 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 financial advisory services, by and between the City of Roseville and First Southwest Company, LLC, a division of Hilltop Securities, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: Financial Advisory 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 First Southwest Company, LLC, a Delaware limited liability company, ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated February 18, 2015 ("Agreement") regarding Financial Advisory Services ("Project"); and

WHEREAS, CITY desires to exercise its sole option to extend the term of the Agreement for an additional year, pursuant to Paragraph 15 of the Agreement; and

WHEREAS, CONSULTANT is willing and able to provide the services described in the Agreement, and the Exhibit(s) attached and incorporated thereto, for an additional year; and

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall continue to provide the financial advisory services as described in the Agreement and in the Exhibit(s) attached thereto, for an additional one (1) year period, as described in Paragraph 15 of the Agreement.

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this 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

FIRSTSOUTHWEST, A DIVISION OF
HILLTOP SECURITIES INC.,
a Delaware corporation, formerly
FIRST SOUTHWEST COMPANY, LLC, a
Delaware limited liability company

BY: _____
ROB JENSEN
City Manager

BY: 
its: Chairman and Chief Executive Officer

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: 
its: Managing Director

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO SUBSTANCE:

BY: Jay Ranzica
JAY RANZICA
Chief Financial Officer

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A
SECTION I
DESCRIPTION OF SERVICES

Upon the request of an authorized representative of the CITY, CONSULTANT agrees to perform the services stated in the following provisions of this Section I; and for having rendered such services, the CITY agrees to pay to CONSULTANT the compensation as provided in EXHIBIT B hereof.

A. Financial Planning. At the direction of CITY, CONSULTANT shall:

1. Survey and Analysis. Conduct a survey of the financial resources of the CITY to determine the extent of their capacity to authorize, issue and service any Debt Instruments contemplated. This survey will include an analysis of any existing debt structure as compared with the existing and projected sources of revenues, which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the CITY. In the event revenues of existing or projected facilities operated by the CITY are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues to be available from any proposed rate increases and additional revenues, as projected by consulting engineers employed by the CITY, resulting from improvements to be financed by the Debt Instruments under consideration.

2. Future Financings. Consider and analyze future financing needs as projected by the CITY's staff and consulting engineers or other experts, if any, employed by the CITY.

3. Recommendations for Debt Instruments. On the basis of the information developed by the survey described above, and other information and experience available, submit to the CITY recommendations regarding the Debt Instruments under consideration, including such elements as the date of issue, interest payment

dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the CITY. All recommendations will be consistent with the goal of designing the Debt Instruments to be sold on terms which are advantageous to the CITY, including the lowest interest cost consistent with all other considerations.

4. Market Information. Advise the CITY of our interpretation of current bond market conditions, other related forthcoming bond issues and general information, with economic data, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.

5. Review all outstanding long-term debt obligations for savings.

6. Work with the CITY to balance bonds/cash/loans for ongoing Capital Improvement Project programs.

7. Provide advice to the CITY on development projects on an ongoing basis to include capital funding and revenue to the CITY as well as review and advise on long-term contracts with outside development partners.

8. Work with the CITY on an ongoing basis to acquire and/or increase bond ratings and visibility with institutional investors.

B. Debt Management and Financial Implementation. At the direction of CITY, CONSULTANT shall:

1. Method of Sale. Evaluate the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

a. If the Debt Instruments are to be sold by an advertised competitive sale, CONSULTANT will:

- (1) Supervise the sale of the Debt Instruments;
- (2) Disseminate information to prospective bidders, organize such informational meetings as may be necessary, and facilitate prospective bidders' efforts in making timely submission of proper bids;
- (3) Assist the staff of the CITY in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and
- (4) Advise the CITY regarding the best bid and provide advice regarding acceptance or rejection of the bids.

b. If the Debt Instruments are to be sold by negotiated sale, CONSULTANT will:

- (1) Recommend for CITY's final approval and acceptance one or more investment banking firms as managers of an underwriting syndicate for the purpose of negotiating the purchase of the Debt Instruments.
- (2) Cooperate with and assist any selected managing underwriter and their counsel in connection with their efforts to prepare any Official Statement or Offering Memorandum. CONSULTANT will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriter's agreement and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the CITY's agreement with the underwriters, but shall not be or become an obligation of CONSULTANT, except to the extent specifically provided otherwise in this Agreement or assumed in writing by CONSULTANT.

(3) Assist the staff of the CITY in the safekeeping of any good faith checks, to the extent there are any such, and provide a cost comparison, for both expenses and interest, which are suggested by the underwriters, to the then current market.

(4) Advise the CITY as to the fairness of the price offered by the underwriters.

2. Offering Documents. Coordinate the preparation of the notice of sale and bidding instructions, official statement, official bid form and such other documents as may be required and submit all such documents to the CITY for examination, approval and certification. Also, CONSULTANT shall assist the CITY to provide copies of the final Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions.

3. Credit Ratings. Make recommendations to the CITY as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and, when directed by the CITY, coordinate the preparation of such information as may be appropriate for submission to the rating agency, or agencies. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, CONSULTANT will arrange for such personal presentations, utilizing such composition of representatives from the CITY as may be finally approved or directed by the CITY.

4. Trustee, Paying Agent, Registrar. Upon request, counsel with the CITY in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.

5. Consultants. After consulting with and receiving directions from the CITY, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.

6. CITY Meetings. Attend meetings of the governing body of the CITY, its staff, representatives or committees as requested at all times when CONSULTANT may be of assistance or service and the subject of financing is to be discussed.
7. Printing. To the extent authorized by the CITY, coordinate all work incident to printing of the offering documents and the Debt Instruments.
8. Bond Counsel. Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments.
9. Delivery of Debt Instruments. As soon as a bid for the Debt Instruments is accepted by the CITY, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the CITY in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.
10. Debt Service Schedule: Authorizing Resolution. After the closing of the sale and delivery of the Debt Instruments, deliver to the CITY a schedule of annual debt service requirements for the Debt Instruments and, in coordination with Bond Counsel, assure that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.
11. Post Sale Service. Subsequent to the sale and delivery of Debt Instruments, review the transaction and transaction documentation with legal counsel for the CITY, Bond Counsel, auditors and other experts and consultants retained by the CITY and assist in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters.



COUNCIL COMMUNICATION

CC #: 8249
File #: 0800-03

Title: Base Contract for Sale and Purchase of Natural Gas
Contact: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

Meeting Date: 2/1/2017
Item #: 6.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a Resolution authorizing the City Manager to execute the North American Energy Standards Board, Inc. ("NAESB") Base Contract with Tenaska Marketing Ventures ("Tenaska"). The NAESB contract is an industry standard contract that allows the City to manage risk by purchasing and selling natural gas. There is no fiscal impact associated with the execution of the NAESB contract as it is only an enabling agreement.

BACKGROUND

Council approved updated Electric Utility Risk Management Policies in February 2016. As part of those policies, Roseville Electric is required to limit the cost exposure of providing electricity over a three-year period by purchasing specific amounts of fixed price energy as either electricity or natural gas. The practice of fixing the price of a commodity to be delivered in the future is called hedging.

Roseville Electric has historically used both physical transactions and financial swaps to hedge natural gas and electricity market price risk. The NAESB contract is an industry standard contract for executing physical natural gas purchase and sale transactions between parties. The City will primarily use NAESB contracts for physical transactions with a term less than one year. Generally, transactions that fix the cost of natural gas over longer periods will be conducted using the International Swaps and Derivatives Association, Inc. ("ISDA") Master Agreements.

Currently, Roseville Electric has NAESB contracts in place with a number of counterparties. Tenaska is a new counterparty and is expected to offer competitive natural gas prices.

FISCAL IMPACT

There is no fiscal impact associated with the execution of the NAESB contract as it is only an enabling agreement. There are no transactions currently pending under the proposed NAESB.

The City Council approved Electric Utility Risk Management Policies include authorities necessary to execute and maintain any transactions. Transactions facilitated by the attached agreement will conform to those policies.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The NAESB agreement is not considered a “project” as defined by the California Environmental Quality Act (“CEQA”) (CEQA Guidelines § 15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Petra Wallace, Electric Resources Analyst

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-50

NAESB Base Contract with Tenaska

NAESB Special Provisions with Tenaska

RESOLUTION NO. 17-50

APPROVING A CONTRACT BETWEEN THE CITY OF ROSEVILLE AND TENASKA
MARKETING VENTURES AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a North American Energy Standards Board, Inc. Base Contract for Sale and Purchase of Natural Gas, between the City of Roseville and Tenaska Marketing Ventures, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract is hereby approved and that the City Manager is authorized to execute it and any related documents 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

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: December 1, 2016

The parties to this Base Contract are the following:

PARTY A TENASKA MARKETING VENTURES	PARTY NAME	PARTY B City of Roseville
14302 FNB Parkway Omaha, NE 68154-5212	ADDRESS	2090 Hilltop Circle Roseville, CA 95747
<u>www.tenaska.com</u>	BUSINESS WEBSITE	<u>www.roseville.ca.us</u>
CT-035891	CONTRACT NUMBER	
62-424-0628	D-U-N-S® NUMBER	16-482-4240
☒ US FEDERAL: 47-0741451 ☐ OTHER:	TAX ID NUMBERS	☒ US FEDERAL: 94-6000409 ☐ OTHER:
<u>Nebraska</u>	JURISDICTION OF ORGANIZATION	<u>California</u>
☐ Corporation ☐ LLC ☐ Limited Partnership ☒ Partnership ☐ LLP ☐ Other:	COMPANY TYPE	☐ Corporation ☐ LLC ☐ Limited Partnership ☐ Partnership ☐ LLP ☒ Other: <u>Municipality</u>
Tenaska Energy, Inc. and Tenaska Energy Holdings, LLC	GUARANTOR (IF APPLICABLE)	
CONTACT INFORMATION		
14302 FNB Parkway, Omaha, NE 68154-5212 ATTN: _____ TEL#: <u>402-758-6100</u> FAX#: _____ EMAIL: _____	▪ COMMERCIAL	ACES ATTN: <u>Gas Trading</u> TEL#: <u>317-344-7000</u> FAX#: <u>317-344-7001</u> EMAIL: _____
14302 FNB Parkway, Omaha, NE 68154-5212 ATTN: <u>Vice President - Gas Scheduling</u> TEL#: <u>402-758-6121</u> FAX#: <u>402-758-6200</u> EMAIL: <u>icorritore@tenaska.com</u>	▪ SCHEDULING	ACES ATTN: <u>Gas Trading</u> TEL#: <u>317-344-7000</u> FAX#: <u>317-344-7001</u> EMAIL: _____
14302 FNB Parkway, Omaha, NE 68154-5212 ATTN: <u>Supervisor, Contract Compliance</u> TEL#: <u>402-758-6172</u> FAX#: <u>402-758-6250</u> Email: <u>contractcomp@tenaska.com</u> Legal Contracts Fax: <u>402-758-8760</u> ; Email: <u>Legal-TMV@tenaska.com</u>	▪ CONTRACT AND LEGAL NOTICES	2090 Hilltop Circle Roseville, CA 95747 ATTN: <u>Settlements</u> TEL#: <u>916-774-5658</u> FAX#: _____ EMAIL: <u>settlements@roseville.ca.us</u>
14302 FNB Parkway, Omaha, NE 68154-5212 ATTN: <u>Vice President - Credit Risk</u> TEL#: <u>(402) 758-6142</u> FAX#: <u>(402) 758-6290</u> EMAIL: <u>msoulliere@tenaska.com</u>	▪ CREDIT	City of Roseville ATTN: <u>Power Accounts Administrator</u> TEL#: <u>916-774-5600</u> FAX#: <u>317-344-7099</u> EMAIL: <u>settlements@roseville.ca.us</u>
14302 FNB Parkway, Omaha, NE 68154-5212 TEL#: <u>402-758-6172</u> FAX#: <u>402-758-6250</u> ATTN: <u>Contract Compliance</u> EMAIL: <u>confirmations@tenaska.com</u>	▪ TRANSACTION CONFIRMATIONS	ACES ATTN: <u>Trading Controls</u> TEL#: <u>317-344-7000</u> FAX#: <u>317-344-7099</u> EMAIL: _____
ACCOUNTING INFORMATION		
14302 FNB Parkway, Omaha, NE 68154-5212 ATTN: <u>Director, Back Office Operations</u> TEL#: <u>(402) 758-6259</u> FAX#: <u>(402) 758-6253</u> EMAIL: <u>GasAccounting-TMV@tenaska.com</u>	▪ INVOICES ▪ PAYMENTS ▪ SETTLEMENTS	2090 Hilltop Circle Roseville, CA 95747 ATTN: <u>Settlements</u> TEL#: <u>916-774-5658</u> FAX#: _____ EMAIL: <u>settlements@roseville.ca.us</u>
BANK: <u>U.S. Bank Cincinnati, OH</u> ABA: <u>042000013</u> ACCT: <u>130111671272</u> OTHER DETAILS: _____	WIRE TRANSFER NUMBERS (IF APPLICABLE)	BANK: <u>U.S. Bank</u> ABA: <u>121122676</u> ACCT: <u>153499281092</u> OTHER DETAILS: _____
BANK: <u>U.S. Bank Cincinnati, OH</u> ABA: <u>042000013</u> ACCT: <u>130111671272</u> OTHER DETAILS: _____	ACH NUMBERS (IF APPLICABLE)	BANK: <u>U.S. Bank</u> ABA: <u>121122676</u> ACCT: <u>153499281092</u> OTHER DETAILS: _____
ATTN: _____ ADDRESS: _____	CHECKS (IF APPLICABLE)	ATTN: _____ ADDRESS: _____

Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

Section 1.2 Transaction Procedure ☒ Oral (default) OR ☐ Written	Section 10.2 Additional Events of Default ☐ No Additional Events of Default (default) ☒ Indebtedness Cross Default ☐ Party A: \$40 million ☐ Party B: \$72 million ☐ Transactional Cross Default <u>Specified Transactions:</u> _____
Section 2.5 Confirm Deadline ☒ 2 Business Days after receipt (default) OR ☐ _____ Business Days after receipt	
Section 2.8 Confirming Party ☐ Seller (default) OR ☐ Buyer ☒ <u>TENASKA MARKETING VENTURES</u>	
Section 3.2 Performance Obligation ☒ Cover Standard (default) OR ☐ Spot Price Standard	Section 10.3.1 ☒ Early Termination Damages Apply (default) Early Termination Damages OR ☐ Early Termination Damages Do Not Apply
Note: The following Spot Price Publication applies to both of the immediately preceding.	
Section 2.31 Spot Price Publication ☒ Gas Daily Midpoint (default) OR ☐ _____	Section 10.3.2 ☒ Other Agreement Setoffs Apply (default) Other Agreement Setoffs ☒ Bilateral (default) ☐ Triangular OR ☐ Other Agreement Setoffs Do Not Apply
Section 6 Taxes ☒ Buyer Pays At and After Delivery Point (default) OR ☐ Seller Pays Before and At Delivery Point	
Section 7.2 Payment Date ☒ 25 th Day of Month following Month of delivery (default) OR ☐ Day of Month following Month of delivery _____	Section 15.5 <u>New York</u> Choice Of Law
Section 7.2 Method of Payment ☒ Wire transfer (default) ☒ Automated Clearinghouse Credit (ACH) ☐ Check	Section 15.10 ☒ Confidentiality applies (default) Confidentiality OR ☐ Confidentiality does not apply
Section 7.7 Netting ☒ Netting applies (default) OR ☐ Netting does not apply	
☒ Special Provisions Number of sheets attached: <u>Seven (7) Pages</u> ☐ Addendum(s): _____	

IN WITNESS WHERE OF, the parties hereto have executed this Base Contract in duplicate.

TENASKA MARKETING VENTURES By: TMV Holdings, LLC-Its Managing Partner By: _____ John Obermiller Chief Financial Officer	PARTY NAME SIGNATURE PRINTED NAME TITLE	City of Roseville By: _____ Rob Jensen City Manager
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General Terms and Conditions

Base Contract for Sale and Purchase of Natural Gas

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

- 2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.
- 2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.
- 2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).
- 2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.
- 2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.
- 2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.
- 2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.21. "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a party hereunder.
- 2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.23. "Indebtedness Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

- 2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.
- 2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.
- 2.31. "Spot Price" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.
- 2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.
- 2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.
- 2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.
- 2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

- 3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.

Cover Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as Indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next

following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or (ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend

the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

Bilateral Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

Triangular Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. **NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.**

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

Letterhead/Logo	Date: _____, ____ Transaction Confirmation #: _____			
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.				
SELLER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	BUYER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____			
Contract Price: \$_____/MMBtu or _____				
Delivery Period: Begin: _____, ____ End: _____, ____				
Performance Obligation and Contract Quantity: (Select One) <table style="width: 100%;"> <tr> <td style="width: 33%; vertical-align: top;"> Firm (Fixed Quantity): _____ MMBtus/day ☐ EFP </td> <td style="width: 33%; vertical-align: top;"> Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of ☐ Buyer or ☐ Seller </td> <td style="width: 33%; vertical-align: top;"> Interruptible: Up to _____ MMBtus/day </td> </tr> </table>		Firm (Fixed Quantity): _____ MMBtus/day ☐ EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of ☐ Buyer or ☐ Seller	Interruptible: Up to _____ MMBtus/day
Firm (Fixed Quantity): _____ MMBtus/day ☐ EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of ☐ Buyer or ☐ Seller	Interruptible: Up to _____ MMBtus/day		
Delivery Point(s): _____ (If a pooling point is used, list a specific geographic and pipeline location):				
Special Conditions:				
Seller: _____ By: _____ Title: _____ Date: _____	Buyer: _____ By: _____ Title: _____ Date: _____			

**SPECIAL PROVISIONS to the
Base Contract for Sale and Purchase of Natural Gas
(NAESB Standard 6.3.1 dated September 5, 2006)**

dated December 1, 2016, between Tenaska Marketing Ventures ("Party A") and City of Roseville ("Party B").

If the terms of these Special Provisions and the other terms of the Base Contract conflict, the terms of these Special Provisions shall govern. Any definitions used in the Base Contract, unless otherwise defined in these Special Provisions, shall have the same meaning in these Special Provisions.

Any references herein to "General Terms and Conditions" shall mean the document attached to and forming part of the Base Contract entitled "General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas" and setting forth the General Terms and Conditions of the agreement between the parties.

Any reference to a Section in these Special Provisions refers to the same Section of the General Terms and Conditions.

SECTION 1 – PURPOSE AND PROCEDURES

1.2 Section 1.2 shall be amended as follows:

- (a) In the second sentence following the words "EDI transmission", add the following: "or other mutually agreeable electronic means,".
- (b) Immediately following the fifth (5th) sentence which ends with "agreement of the parties", add the following: "Any failure by the Confirming Party to send a Transaction Confirmation for any such transaction previously entered into shall not affect the enforceability of any such transaction nor shall such failure constitute or be deemed to constitute a breach of this Contract."

SECTION 2 – DEFINITIONS

- 2.9 "Contract" - Following the words "EDI transmission", add the following: "or other mutually agreeable electronic means,".
- 2.10 "Contract Price" – Following the last sentence, add the following: "The Contract Price includes reimbursement to Seller for any production or severance taxes owed by Seller with respect to Gas delivered hereunder."
- 2.12 "Cover Standard", Section 2.12 shall be amended by deleting the following words: "(or an alternate fuel if elected by Buyer and replacement Gas is not available)".
- 2.36 A new section 2.36 shall be added as follows: "2.36 "Merger Event" means, with respect to a party, that such party consolidates or amalgamates with, or merges into or with, or transfers substantially all of its assets to another entity and (i) the resulting entity fails to assume all of the obligations of such party or other entity hereunder, or (ii) the benefits of any credit support provided pursuant to or related to this Contract fail to extend to the performance by such resulting, surviving or transferee entity of its obligations hereunder."
- 2.37 A new section 2.37 shall be added as follows: "2.37 "Act" means Constitution of the State of California, the California statute(s), charter and municipal ordinances under which City of Roseville was created, organized and authorized to enter into this Base Contract and each Transaction thereunder."
- 2.38 A new section 2.38 shall be added as follows: "2.38 "Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace a Terminated Transaction; and all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the termination of a Transaction."

- 2.39** A new section 2.39 shall be added as follows: "2.39 "Governmental Entity or Public Power System" means with respect to City of Roseville, a municipality, county, governmental board, public power authority, public utility district, joint action agency, or other similar political subdivision or public entity of the United States, one or more States or territories or any combination thereof.

SECTION 3 – PERFORMANCE OBLIGATION

- 3.2** Section 3.2 shall be amended by deleting the first word of such section, "The", and replacing it with the following: "Subject to Section 10.2, the".

SECTION 9 – NOTICES

- 9.2** Section 9.2 shall be amended by adding the following language to the end thereof:

"; provided, however, that if any Notice delivered pursuant to Section 10.2, 10.3 or 10.4 is delivered via facsimile or electronic means, then a copy of such Notice shall also be sent via overnight courier service, first class mail or hand delivery."

SECTION 10 - FINANCIAL RESPONSIBILITY

- 10.1** Section 10.1 shall be deleted in its entirety and replaced with the following: "10.1 If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount and for the term reasonably acceptable to X, including, but not limited to, a standby irrevocable letter of credit, a prepayment, guaranty or other mutually acceptable forms of security (including the issuer of any such security). Adequate Assurance of Performance shall not exceed the amount that would be owed to X as a Net Settlement Amount (as such term is defined in Section 10.3.2 hereof), as of the date X made the demand for Adequate Assurance of Performance from Y."

- 10.2** Section 10.2 shall be deleted in its entirety and replaced with the following: "10.2 In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor (with respect to items (i) through (vi) below) shall:

- (i) make an assignment or any general arrangement for the benefit of creditors;
- (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
- (iii) otherwise become bankrupt or insolvent (however evidenced);
- (iv) be unable to pay its debts as they fall due;
- (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
- (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract;
- (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party;
- (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due, provided that such amount is not the subject of a bona fide dispute pursuant to Section 7.4;
- (ix) fail to deliver or receive Gas if not remedied within three (3) Business Days after receipt of Notice thereof, unless excused by the other party's nonperformance or prevented by Force Majeure;
- (x) make any representation or warranty herein that was false or misleading in any material respect when made or when deemed made or repeated;

- (xi) fail to perform any material covenant or obligation set forth in this Contract (except to the extent constituting a separate Event of Default) if such failure is not remedied within three (3) Business Days after written notice;
- (xii) be the subject of a Merger Event; or
- (xiii) disaffirm, disclaim, repudiate or reject, in whole or in part this Contract;

then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend performance upon Notice (provided, however, that in no event shall any such withholding or suspension continue for longer than ten (10) Business Days with respect to any single transaction hereunder unless an Early Termination Date shall have been declared and Notice thereof provided pursuant to Section 10.3), and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder."

10.3.2 If "Other Agreement Setoffs Apply" is applicable, Section 10.3.2 shall be deleted in its entirety and replaced with the following: "The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1 plus all Costs, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). Upon the designation of an Early Termination Date, the Non-Defaulting Party ("X") may, at its option and in its sole discretion, setoff (including by setoff, offset, combination of accounts, deduction, retention, counterclaim or withholding), against any amounts owed to the Defaulting Party ("Y"), in U.S. Dollars or any other currency by X under this Contract or any other agreements between X and Y, any amounts owed in U.S. Dollars or any other currency by Y to X under this Contract or any other agreements between X and Y. The obligations of Y and X under this Contract in respect of such amounts shall be deemed satisfied and discharged to the extent of any such setoff. X will give Y Notice of any setoff effectuated under this section but failure to give such Notice shall not affect the validity of the setoff. Nothing herein shall be effective to create a charge or other security interest. This setoff provision shall be in addition to but without duplication of, and not in limitation of, any other right or remedy available to the Non-Defaulting Party (including, without limitation, any right of setoff, offset, combination of accounts, deduction, counterclaim, retention or withholding), whether arising under this Contract, any Guaranty, any other agreement, under applicable law, in equity, or otherwise."

10.3.4 A new section 10.3.4 shall be added as follows: "10.3.4 Upon the designation of an Early Termination Date, to the extent that the Non-Defaulting Party is then holding (a) Adequate Assurance of Performance pursuant to Section 10.1 hereof, and/or (b) any margin or other collateral in connection with any Credit Support Obligation relating to this Contract (collectively, the "Collateral"), such Non-Defaulting Party may, at its option and in its sole discretion, exercise any of the following rights and remedies:

- (i) any right or remedy available to a secured party under the Uniform Commercial Code in effect in the state specified in the "Choice of Law" section of the Base Contract, or other applicable laws with respect to the Collateral held by or for the benefit of the Non-Defaulting Party or otherwise;
- (ii) the right to set off any Collateral held by or for the benefit of the Non-Defaulting Party against and in satisfaction of any amount due and payable by the Defaulting Party in respect of any of its obligations to the Non-Defaulting Party.
- (iii) to the extent there exists, as of the Early Termination Date, any outstanding payment obligations owed by the Defaulting Party to the Non-Defaulting Party, the right to draw on any outstanding letter of credit of which it is the beneficiary and which has been provided to such party as Collateral, but only to the extent of such outstanding payment obligations.

10.4 Section 10.4 shall be amended by adding the following language to the end thereof: "If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Net Settlement Amount, in whole or in part, the Defaulting Party shall, within Five (5) Business Days of receipt of Non-Defaulting Party's calculation thereof, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute; provided, however, that if the Net Settlement Amount is due from the Defaulting Party, the Defaulting Party

must pay the Net Settlement Amount by the deadline described above. Within Five (5) Business Days following resolution of the dispute regarding the Net Settlement Amount, any underpayments or overpayments shall be paid or refunded with accrued interest at the interest rate set forth in Section 7.5 for the period from the date of underpayment or overpayment until the date paid.”

10.5 Section 10.5 shall be deleted in its entirety and replaced with the following:

“The parties agree that:

(i) all transactions entered into under this Contract constitute a "forward contract" within the meaning of the United States Bankruptcy Code (the “Bankruptcy Code”);

(ii) each party hereto is a “forward contract merchant” within the meaning of the Bankruptcy Code;

(iii) all payments made or to be made by one party to the other party pursuant to this Contract constitute "settlement payments" within the meaning of the Bankruptcy Code;

(iv) all transfers of Adequate Assurance of Performance or Collateral by one party to the other party under this Contract constitute "margin payments" within the meaning of the Bankruptcy Code; and

(v) this Contract constitutes a "master netting agreement" within the meaning of the Bankruptcy Code. Each party further agrees that, for purposes of this Contract, it waives the right and agrees not to assert any applicability of the provisions of 11 U.S.C. Section 366 in any bankruptcy proceeding wherein such party is a debtor due to the fact that neither party is a retail provider of utility services subject to the adequate assurance provisions stated in Section 366. In any such proceeding, each party further waives the right to assert that the other Party is a provider of last resort.”

10.8 A new section 10.8 shall be added as follows:

“Notwithstanding any provision to the contrary contained in the Contract, the Non-Defaulting Party shall not be required to pay to the Defaulting Party any amount under this Section 10 until the Non-Defaulting Party receives confirmation satisfactory to it in its reasonable discretion (which may include an opinion of its counsel) that all other obligations of any kind whatsoever of the Defaulting Party to make any payments to the Non-Defaulting Party or any of its affiliates under the Contract or otherwise have been fully and finally performed.”

SECTION 11 – FORCE MAJEURE

11.6 Section 11.6 shall be deleted in its entirety.

SECTION 12 – TERM

12 Section 12 shall be amended as follows: In the first sentence, add the word “prior” immediately before the words “written Notice”.

SECTION 15 – MISCELLANEOUS

15.1 Section 15.1 shall be deleted in its entirety and replaced with the following: “This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract.

No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent will not be unreasonably withheld, conditioned or delayed;

provided, however, that either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or

(ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party.

Upon any such assignment, transfer and assumption for which the non-transferring party's prior written consent was not obtained, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder unless the parties expressly agree otherwise."

- 15.8 Section 15.8 shall be amended by adding the following language to the end thereof:** "As of the date first mentioned on the Base Contract and the date of entering into each transaction hereunder, each party represents and warrants to the other party that:
- (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
 - (b) it has all current valid and applicable state and federal regulatory authorizations, consents, or approvals required for it to legally perform its obligations under this Contract;
 - (c) this Contract, and each other document executed and delivered in accordance with this Contract constitutes its legally valid and binding obligations enforceable against it in accordance with their respective terms (subject to applicable bankruptcy, reorganization, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law);
 - (d) there are no proceedings similar to those described in Section 10.2 (i) through (v) pending against it;
 - (e) there is not pending legal proceedings that could materially adversely affect its ability to perform its obligations under this Contract;
 - (f) no Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Contract;
 - (g) it is acting for its own account, has made its own independent decision to enter into this Contract and as to whether this Contract is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Contract;
 - (h) with respect to each transaction hereunder that is an option, it is a producer, processor, commercial user of or merchant handling Gas, and it is entering into such transaction for purposes related to its business as such; and
 - (i) it has entered into this Contract in connection with the conduct of its business and it has the capacity or ability to make or take delivery of the Gas referred to in any transaction hereunder to which it is a party and the material economic terms of each transaction are subject to individual negotiation by the parties."
- 15.10 Section 15.10 shall be amended as follows:** Insert the words "party's and the party's affiliates" prior to "employees" in the third line.
- 15.13 A new section 15.13 shall be added as follows:** "15.13 This Contract and any Transaction Confirmation may be executed by email and executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument."
- 15.14 A new section 15.14 shall be added as follows:** "15.14 The language used in this Base Contract is the product of both parties' efforts and each party hereby irrevocably waives the benefit of any rule of contract construction which disfavors the drafter of a contract or the drafter of specific language in a contract."
- 15.15 A new section 15.15 shall be added as follows:** "**WAIVER OF JURY TRIAL. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS CONTRACT.**"

- 15.16 A new section 15.16 shall be added as follows:** To the fullest extent permitted by applicable law, EACH PARTY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK CITY, BOROUGH OF MANHATTAN, FOR ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY TRANSACTION, AND EXPRESSLY WAIVES ANY OBJECTION IT MAY HAVE TO SUCH JURISDICTION OR THE CONVENIENCE OF SUCH FORUM.
- 15.17 A new section 15.17 shall be added as follows:** “15.17 In the event either party is a municipality, county, governmental board, public power authority, public utility district, joint action agency, or other similar political subdivision or public entity of the United States, one or more States or territories or any combination thereof (a “Governmental Entity”), the following shall apply:
- (a) The following sentence shall be added to the end of Section 11.3: “With respect to Governmental Entities, Force Majeure does not include any action taken by the Governmental Entity in its governmental capacity.”
- (b) Government Entity warrants and covenants that with respect to its contractual obligations hereunder and performance thereof, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues and assets.”
- (c) Governmental Entity or Public Power System Security. With respect to each transaction, Governmental Entity or Public Power System shall, upon execution of this Base Contract and prior to the commencement of each subsequent fiscal year of Governmental Entity or Public Power System during any delivery period, have obtained all necessary budgetary approvals and certifications for payment of all of its obligations under this agreement for such fiscal year; any breach of this provision shall be deemed to have arisen during a fiscal period of Governmental Entity or Public Power System for which budgetary approval or certification of its obligations under this Base Contract is in effect and, notwithstanding anything to the contrary in Section 10.3.1, an Early Termination Date shall automatically and without further notice occur hereunder as of such date wherein Governmental Entity or Public Power System shall be treated as the Defaulting Party. Governmental Entity or Public Power System shall have allocated to its general funds a revenue base that is adequate to cover Public Power System’s payment obligations hereunder throughout the entire delivery period.
- 15.18 A new section 15.18 shall be added as follows:** Notwithstanding any other provision of this agreement, upon receipt of a public records or information request pursuant to the California Public Records Act, or any similar act, City of Roseville may, at its sole discretion, disclose confidential information, which does not fall within a statutory exemption (e.g., trade secret information) from disclosure.
- 15.19 A new section 15.19 shall be added as follows:** “Resolution of Disputes. Any dispute or need of interpretation between the Parties involving or arising under this Base Contract first may be referred for resolution to a senior representative of each Party. Upon receipt of a notice describing the dispute and designating the notifying Party’s senior representative and that the dispute is to be resolved by the Parties’ senior representatives under this Base Contract, the other Party shall promptly designate its senior representative to the notifying Party. The senior representatives so designated shall attempt to resolve the dispute on an informal basis as promptly as practicable. If the dispute has not been resolved within thirty (30) days after the notifying Party’s notice was received by the other Party, or within such other period as the Parties may jointly agree, the Parties shall have the right to pursue any remedy available at law or in equity to enforce its rights under this Agreement.”

THE PARTIES DO HEREBY REPRESENT AND WARRANT THAT THE GENERAL TERMS AND CONDITIONS OF THE BASE CONTRACT HAVE NOT BEEN MODIFIED, ALTERED, OR AMENDED IN ANY RESPECT EXCEPT FOR THESE SPECIAL PROVISIONS WHICH ARE ATTACHED TO AND MADE A PART OF THE BASE CONTRACT.

TENASKA MARKETING VENTURES

**By: TMV Holdings, LLC
Its Managing Partner**

**By: _____
John Obermiller
Title: Chief Financial Officer**

CT 035891

CITY OF ROSEVILLE

**By: _____
Rob Jensen
Title: City Manager**



COUNCIL COMMUNICATION

CC #: 8244
File #: 0800-02

Title: Landfill Water Quality and Gas Monitoring Services - Professional Services Agreement
Contact: Devin Whittington 916-774-5783 dwhittington@roseville.ca.us

Meeting Date: 2/1/2017
Item #: 6.14.

RECOMMENDATION TO COUNCIL

Staff recommends that Roseville City Council approve a professional services agreement, in the amount of \$193,423, to CH2M for 2017 Water Quality and Landfill Gas Monitoring Reporting and Environmental Services, and adopt a resolution which authorizes the City Manager to sign the agreement on behalf of the City.

BACKGROUND

The closure of the Roseville Sanitary Landfill was completed in late 1995, in accordance with Waste Discharge Requirements (WDR) Order No.94-015 and the California Code of Regulations Article 5, Title 23. From these regulations came state-mandated post-closure requirements to establish a groundwater and landfill gas-monitoring program for the site.

Since June 1994, the City has conducted groundwater monitoring at the landfill. Since 1994, the City has hired the engineering firm CH2M to review data and report on the nature of any release from the landfill to the groundwater. CH2M's annual water quality report has established baseline water quality parameters and evaluates the effectiveness of the landfill closure. Generally, it takes a number of years of groundwater monitoring and analysis to determine if a landfill closure has been effective.

At this time, further monitoring and reporting is required. The site has shown improvement over the past few years, but is still required by the State of California to monitor the closed site.

Also for Council consideration, the preparation of the Year 2017 Semi-Annual and Annual Water Quality and Landfill Gas Monitoring and Reporting.

- Data compilation and analysis for all data collected between January 2017 and December 2017.
- Semi-annual and annual report preparation and submission to the RWQCB for approval. Staff believes that approval of this professional services agreement is in the best interest of the City for the following reasons:

o CH2M has developed an excellent working relationship with representatives of the Department of Resource Recycling and Recovery (CalRecycle), the RWQCB and Placer County Health (Local Enforcement Agency). Representatives from three agencies have developed a trust in CH2M's abilities, performance and recommendations as to the best course of action to take when dealing with issues from the site.

o Their work to date has been excellent. Staff is confident the firm's comprehensive understanding of Roseville's landfill gas and water issues will ensure the City a successful, state-approved landfill closure.

- The 2017 contract will continue to combine the Water Quality and Landfill Gas Monitoring and Reporting Services.

- The cost will also include in 2017 a 5-year iso-settlement analysis and monitoring well decommissioning.

Staff recommends sole sourcing this contract to CH2M because of their continued involvement in the project since 1994 and their institutional knowledge, as well as their firm's expertise. Staff believes CH2M to be the best overall value to the City for conducting this work.

FISCAL IMPACT

The 2017 contract amount of \$193,423 will be paid by the landfill maintenance budget (08414). Funding for the Water Quality and Landfill Gas Monitoring and Reporting services are included in the solid waste service rates.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable

ENVIRONMENTAL REVIEW

The Water Quality and Landfill Gas Monitoring and Reporting Services project is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines § 15378). Consequently no CEQA action is required.

Respectfully Submitted,

Devin Whittington, Refuse and Stormwater Utility Manager

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-46

Professional Services Agreement with CH2M 2017

Cost Proposal for Landfill Water Quality and Gas Monitoring Services

RESOLUTION NO. 17-46

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CH2M HILL ENGINEERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for the 2017 Water Quality and Landfill Gas Monitoring and Reporting Services and other Regulatory Required Technical Assistance project, by and between the City of Roseville and CH2M Hill Engineers, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

**Project: 2017 Water Quality and Landfill Gas Monitoring
and Reporting Services and other Regulatory Required Technical Assistance**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and CH2M Hill
Engineers, Inc., a Delaware corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of water quality and landfill
gas monitoring and reporting services and regulatory-required technical support at the closed
Roseville Landfill; and

WHEREAS, CONSULTANT has prepared a proposal dated September 20, 2016, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of City, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this
reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and materials basis in accordance with the budget estimate as described in EXHIBIT "A." Total compensation shall not exceed one hundred ninety-three thousand, four hundred twenty-three dollars (\$193,423).

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

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

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and

effect, the following minimum policies of insurance during the term of this Agreement.

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

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. 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.

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

5. Access to Records. Duly authorized representatives of CITY shall have right of access during normal business hours to CONSULTANT's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

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

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

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

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

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

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

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

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

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

materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

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

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

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

CITY OF ROSEVILLE

Richard D. Plecker,
Environmental Utilities Director
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Thomas A. Lae, PG
Project Manager
2485 Natomas Park Drive, Suite 600
Sacramento, CA 95833

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  FOR
RICHARD D. PLECKER
Environmental Utilities Director

CH2M HILL ENGINEERS, INC., a
Delaware corporation

BY: 
its: VICE-PRESIDENT and
Designated Manager
and

BY: 
its: Assistant Secretary



EXHIBIT “A”



CH2M
2485 Natomas Park Drive
Suite 600
Sacramento, CA
95833-2937
O 916 920-0212
F 916-614-3410
www.ch2m.com

September 20, 2016

Mr. Devin Whittington
Solid Waste Utility Manager
Environmental Utilities
City of Roseville
2005 Hilltop Circle
Roseville, CA 95747

Subject: Proposal for 2017 Water Quality and Landfill Gas Monitoring and Reporting Services and other Regulatory Required Technical Assistance for the Closed City of Roseville Sanitary Landfill

Dear Mr. Whittington:

CH2M HILL Engineers, Inc. (CH2M) is pleased to provide this proposal to the City of Roseville (City) for regulatory-required water quality and landfill gas monitoring and reporting services during 2017 and additional regulatory-required technical support for compliance at the closed Roseville Landfill located at Galleria Blvd and Berry Street. This letter presents the proposed scope of work and fees for CH2M to provide these services in accordance with:

- The *Post-Closure Maintenance Plan (PCMP)*, initially approved for the landfill closure in 1994/1995, currently in draft revision form by CH2M, and anticipated to be finalized under the 2016 contract in fall 2016.
- *Waste Discharge Requirements (WDRs) and Monitoring and Reporting Program (MRP)*, Order Number R5-2004-0104, revised August 22, 2011.

For cost efficiency, we propose to continue using the following subcontractors for recurring scope in 2017: BLAINE TECH for groundwater sampling and Applied Sciences Laboratory (ASL) for laboratory analytical work. These subcontractors have been performing the same work for this site under CH2M since 2013 and are screened and approved through our health and safety process. An additional subcontractor would be necessary for the well decommissioning task defined under Subtask 5.2.

We appreciate the opportunity to continue to provide the City these consulting services for the landfill. As we have for nearly two decades, CH2M will continue to perform this work to meet regulatory deadlines and with efforts toward increased cost effectiveness and continued improvement of both the site conditions and our service. CH2M's proposed total project scope of work for 2017 includes 1) beginning a dialogue with the regulators to assist the City in further reducing the post-closure monitoring requirements for the site, 2) performing the regulatory required 5-year iso-settlement analysis, and 3) proposing and performing decommissioning and removing from the monitoring program groundwater monitoring well MW-11 and temporary landfill gas probe GP-07. This proposal assumes that contract terms will be mutually agreed to as in previous years.

Scope of Work

Task 1: Regulatory Assistance

CH2M will continue to provide regulatory interface and support to the City, as directed by the City's project manager. This work will primarily consist of communicating with regulatory agencies regarding the status of the landfill gas and water quality monitoring and reporting programs, and coordinating and participating in meetings with the regulatory agencies and the City to discuss program status and concerns. As in previous years, this general regulatory assistance will be performed on a time and materials basis within the allowable budget as directed by the City. For this level of effort, we have assumed a total of one hour per month for 12 months (duration of this scope of work) for the project manager to interface with both Placer County Environmental Health as the Local Enforcement Agency (LEA) on issues related to landfill gas and public health and the Regional Water Quality Control Board, Central Valley Region (RWQCB) regarding groundwater, surface water, and storm water runoff quality. In addition, we have assumed up to four meetings to be held at the City office or landfill with the CH2M project manager and one senior technical consultant attending. During the meetings, CH2M will begin a dialogue with the regulators to reduce the post-closure monitoring requirements based on the age of the landfill, the low VOC detections in the groundwater wells, and low methane concentrations in the landfill gas monitoring locations. Other discussions may include regulatory clarification on the monitoring program (i.e., field parameters versus laboratory methods for general parameters) and negotiations on decommissioning MW-11 and GP-07 as discussed in Subtask 5.2. For these four meetings, 16 hours each are budgeted for the project team for preparation, strategy discussions with the City, meeting attendance, round-trip travel, providing summary level action item notes, and as-needed follow-up documentation.

Task 2: Groundwater and Surface Water Monitoring and Landfill Winterization Inspection

Subtask 2.1 Groundwater and Surface Water Quality Sampling and Analyses

CH2M will continue to subcontract to BLAINE TECH to provide labor, materials, equipment, and consumable supplies to conduct groundwater and surface water monitoring and sampling; and ASL to conduct laboratory sample analysis in accordance with the Waste Discharge Requirements (WDRs) and Monitoring Reporting Program (MRP) Order No. R5-2004-0104, revised August 22, 2011. Prior to field sampling, CH2M will coordinate sample bottles and chains of custody with the laboratory for delivery with proper sample containers, required preservatives, labels and collection and submission requirements. One week prior to field sampling activities, CH2M will notify the RWQCB and PG&E Atlantic Substation of the sampling date. Groundwater and surface water sampling activities will be conducted semiannually in the First and Third Quarters of 2017 for the 15 groundwater monitoring wells and three surface water locations. Duration of each sampling event are assumed to be completed within two days. Table A-1 of Attachment A provides a list of groundwater and surface water monitoring locations and their sampling frequencies. The sampling team will measure depth to groundwater, perform groundwater sampling, obtain field parameters, fill the required sample containers, maintain field notes in accordance with the Revised MRP, and ship the samples to the laboratory for analysis. The sampling team will obtain field water quality parameters at surface water locations. At the completion of the sampling event, field notes, calibration logs, inspection notes, and chain-of-custody forms will be compiled. Laboratory data will be validated as part of CH2M's quality assurance/quality control program for incorporation into the Semiannual and Annual Monitoring Reports discussed in Subtasks 3.1 and 3.2, respectively.

CH2M will attempt to perform the groundwater and surface water monitoring Subtask 2.1 to coincide with the landfill gas sampling described in Task 4. However, scheduling and/or weather conditions may prevent

the work for these tasks to coincide. As a contingency, additional hours and separate mobilization costs are included for each of these tasks.

Subtask 2.2 Pre-Winterization Inspection, Winterization Completion Report, and Landfill Standard Observations

CH2M will perform one pre-winterization inspection of the landfill during the Third Quarter of 2017. WDRs/MRP Order No. R5-2004-0104 requires that the City conduct a site pre-winterization inspection by September 30 each year and complete repairs by October 31 of each year. CH2M will organize the pre-winterization inspection and notify the LEA of the inspection. The pre-winterization inspection will include the City and two CH2M staff, including one engineer, and will be up to 4 hours in duration. The City is responsible for completing the repairs identified during the pre-winterization inspection by October 31. The City is responsible for sending photos of the completed repairs to CH2M to complete the Winterization Completion Report.

The City will remain responsible for conducting landfill standard observations (the MRP indicates a frequency of quarterly, but the City historically performs monthly observations) and significant storm event (2 inches or more precipitation within a 24-hour period) inspections in accordance with Revised MRP Order No. R5-2004-0104. CH2M will monitor the precipitation throughout the rainy season and will notify the City if a significant storm event occurs. The City will provide the landfill standard observations to CH2M for review and inclusion in the Semiannual and Annual Monitoring Reports (Subtasks 3.1 and 3.2, respectively), consistent with their current observations forms and processes.

Deliverables:

CH2M will provide the City with an electronic draft of the Winterization Inspection Technical Memorandum (TM), documenting applicable observations and recommendations from the pre-winterization inspection for the City's review. The City will provide comments on the TM within two weeks. CH2M will incorporate comments received from the City and finalize the TM. After receiving photos of the completed repairs from the City, CH2M will provide the City with an electronic draft of the Winterization Completion Report for review. The City will provide comments on the Winterization Completion Report within two weeks. CH2M will incorporate comments received from the City and finalize the Winterization Completion Report for inclusion as an Appendix in the Annual Monitoring Report as described in Subtask 3.2.

Task 3: 2017 Groundwater and Surface Water Quality Reporting

The groundwater and surface quality reporting for 2017 consists of preparation and submittal to the RWQCB of the Semiannual Monitoring Report by July 31, 2017 (Subtask 3.1) and the Annual Monitoring Report by January 31, 2018 (Subtask 3.2).

Subtask 3.1: 2017 Semiannual Monitoring Report

The 2017 Semiannual Report will be prepared in accordance with WDRs/Revised MRP Order No. R5-2004-0104: Reporting F.1. The report will present a summary of groundwater, surface water, and landfill gas monitoring data, and an evaluation of the effectiveness of the corrective action program. The report will include the following:

- Compliance Summary
- Summary of Standard Observations and Facility Monitoring Results
- Landfill gas monitoring results and discussion
- Groundwater and surface water monitoring results

- Updated figures, tables, and text from the previous annual report to reflect the most recent data
- Contour maps of groundwater elevations, total VOCs, TDS, Hardness, and electrical conductivity (groundwater elevations are conducted on a semiannual basis)
- Evaluation of the corrective action progress and effectiveness

Deliverables: CH2M will provide the City with an electronic version of the draft report and cover letter (to be signed by the City's designated official) for review. The cover letter will be addressed to the RWQCB. The City will provide CH2M comments on the report within two weeks along with a PDF of the signed cover letter for distribution with the report to the regulatory agencies. CH2M will incorporate comments received from the City and finalize the report for distribution to the RWQCB and LEA. CH2M will notify the RWQCB that the final report and data have been uploaded into the RWQCB's GeoTracker system as required. CH2M will provide three hard copies to the City for City records and distribution to CalRecycle and the LEA. The final version of the Semiannual Report will be submitted to the RWQCB on or before the July 31, 2017 deadline, assuming receipt of comments from the City on the draft report within two weeks of delivery from CH2M.

Subtask 3.2: 2017 Annual Monitoring Report

The 2017 Annual Monitoring Report will be prepared in accordance with Revised MRP Order No. R5-2004-0104, Reporting F.2. The report will include the elements required in the semiannual report as well as the following:

- Summary of Standard Observations and Facility Monitoring Results
- Year-end summary showing groundwater, surface water, and landfill gas monitoring results for the year indicating changes made or observed since the previous annual report
- Tabular and graphical summaries of the monitoring results including representative time series plots
- Historical monitoring data
- Updated statistical analysis along with new concentration limits
- Winterization Completion Report

Deliverables: CH2M will provide the City with an electronic version of the draft report and cover letter (to be signed by the City's designated official) to review. The cover letter will be addressed to the RWQCB. The City will provide CH2M comments on the report within two weeks along with a PDF of the signed cover letter for distribution with the report to the regulatory agencies. CH2M will incorporate comments received from the City and finalize the report for distribution to the RWQCB and LEA. CH2M will notify the RWQCB that the final report and data have been uploaded into the RWQCB's GeoTracker system as required. CH2M will provide three hard copies of the report to the City for distribution to CalRecycle and the LEA. The final version of the Annual Monitoring Report will be submitted to RWQCB on or before the January 31, 2018, assuming receipt of comments from the City on the draft report within two weeks of delivery from CH2M.

Task 4: Landfill Gas Monitoring and Reporting

Landfill gas monitoring will be performed using the approved procedures and methods described in the PCMP on a semiannual basis for 15 permanent landfill gas monitoring wells and one temporary gas probe, and on an annual basis for 18 utility locations. Table A-2 of Attachment A provides a list of landfill gas monitoring locations and their sampling frequencies.

One CH2M staff member will monitor the landfill gas monitoring locations listed in Attachment A for methane, carbon dioxide, oxygen, and soil gas pressure using a LandTEC GEM2000 or equivalent. The

instrument will arrive calibrated and will again be calibrated in the field before monitoring begins. Landfill gas sampling activities are assumed to be completed in one day. A summary of the field activities and results will be provided semiannually in accordance with CCR Title 27 Section 20934 and include:

- The concentrations of methane, as measured at each probe within each well and within each on-site structure
- The documentation of date, time, barometric pressure, atmospheric temperatures, general weather conditions, and probe pressures at the time the sample was taken or the probe was monitored
- The names of the sampling personnel, apparatus utilized, and brief description of the methods used
- Summary of visual inspections and repairs
- Figure showing gas monitoring locations

The report will be submitted to the LEA within 90 days of each monitoring event as required by CCR Title 27 Section 20934. CH2M will perform gas monitoring and sampling during the First and Third Quarters of 2017.

Deliverables: CH2M will provide the City with an electronic draft version of each landfill gas monitoring report to review within 30 days of completion of a monitoring event. The cover letter will be addressed to the LEA. The City will provide comments on the report within two weeks. CH2M will incorporate comments received from the City and finalize the report for distribution to the LEA and CalRecycle. CH2M will submit an electronic copy of the report to the City, LEA, and CalRecycle. Please note that the copy to the RWQCB will be included as an appendix in the Semiannual and Annual Water Quality Monitoring Reports described in Task 3.

If applicable, for the monitoring events, CH2M will submit notification of detected exceedances of the reporting limit to the LEA and City by e-mail, followed by written notification along with the barometric pressure data corresponding to the exceedance. Note that exceedances are not anticipated, so this scope and budget do not include confirmation sampling and analyses responding to any exceedances beyond the notification immediately following the detection. Should additional actions be required due to an exceedance, this activity could be addressed under Task 6 (Contingency) or separately, as directed by the City.

Task 5: Other Services

Subtask 5.1: 5-Year Iso-Settlement Analysis

CCR Title 27 Section 21090 requires at least every five years after completing closure of the landfill, the owner shall produce and submit to the RWQCB an iso-settlement map accurately depicting the estimated total change in elevation of each portion of the final cover's low-hydraulic-conductivity layer. In addition, each five-yearly iteration of the iso-settlement map shall show all areas where differential settlement has been noted since the previous map and analysis submittal (last map and analysis were performed in 2012 for the Roseville Landfill), and shall highlight area of repeated or severe differential settlement.

The analysis includes overlaying the most recent topographical map from the aerial survey on the original topographical map at closure and the previous map submittal (2012) to calculate settlement that has occurred. Digital Terrain Model (DTM) data will be used from the topographic maps to develop isopach contours detailing the settlement. The map shall be drawn to the same scale and contour intervals as the topographic map at closure.

The City will complete a topographic aerial survey that includes the landfill property by June 30, 2017, and provide the survey information to CH2M for this analysis. This proposal assumes that the topographic aerial survey files that will be prepared by others are usable and meet these specifications:

1. Aerial triangulation of the site will be performed to provide additional ground control.
2. Topographic map will be provided in NAD 83 SPCS Zone 2 for horizontal control and NAVD 88 for vertical datum.
3. Stereo digitizing of the DTM data and digital collection of planimetric features at the scale of 1" = 50' will be complete for the site and adjacent areas.
4. Planimetric features provided will depict the locations of wetlands, floodplains, water features, drainage patterns, tanks, buildings, utilities, paved areas, easements, right-of-ways, and other pertinent features.
5. DTM data provided will be processed, plotted at a 1" = 100' scale with 1' contour interval, edited for quality control, translated to MicroStation files and ASCII data for each site, and will be furnished on CD-ROM. The digital version of the photographs shall also be included on the CD.

CH2M will prepare a report detailing the analysis and providing the isopach maps for submittal to the regulatory agencies. This report will be stamped by a California Registered Civil Engineer overseeing the work.

Deliverables: CH2M will provide the City with an electronic version of the draft report and cover letter (to be signed by the City's designated official) to review. The cover letter will be addressed to the RWQCB. The City will provide two original wet signatures copies of the cover letter to CH2M to distribute to the regulatory agencies. CH2M will incorporate comments received from the City and finalize the report for distribution to the RWQCB, LEA, and CalRecycle. CH2M will provide four hard copies of the report to the City for distribution to RWQCB, LEA, and CalRecycle.

Subtask 5.2: Well Decommissioning

Groundwater monitoring well MW-11 was removed from required sampling following recommendations made after the 2009 annual sampling period and evaluation. Sampling at MW-11, a side-gradient well, had been performed as a check for MW-09, MW-10a, and MW-10b; but sampling of MW-11 is not required by the WDRs. Temporary gas probe GP-07 is located in within the waste mass of Area C/D. GP-07 has been monitored to obtain data on gas generated from within the Landfill, which is not required as part of the compliance network by Order No. R5-2004-0104. CH2M will prepare a work plan TM proposing the decommissioning of MW-11 and GP-07, which will be submitted to the RWQCB and LEA for approval.

Upon approval from the City to proceed with well decommissioning, CH2M will procure a qualified, licensed drilling subcontractor to provide labor, materials, equipment, and consumable supplies to decommission the wells. The following approach was used as the basis for CH2M pricing; it is assumed that the RWQCB and LEA will approve this well decommissioning approach. MW-11 will be destroyed in accordance with Department of Water Resources Water Well Standards. Because GP-07 is located within the waste mass and landfill cap, CH2M proposes that this probe will be filled with grout, topped with a concrete cap, and backfilled with native soil – to preserve the integrity of the landfill cap. The vault box will be removed and soil replaced in the entire area. We assume that the City will have soil available or that on-site soil can be used from a location on the property not on the landfill cap. Following the completion of the decommissioning activities, CH2M will provide the City with an electronic version of the draft Well Decommissioning TM and cover letter to review. The cover letter will be addressed to the RWQCB and LEA. The City will provide comments on the TM within two weeks.

CH2M will incorporate comments received from the City and finalize the TM for distribution to the LEA, RWQCB, and CalRecycle. CH2M will submit an electronic copy of the TM to the City, LEA, RWQCB, and CalRecycle.

Task 6: Contingency

A contingency budget has been included for the 2017 water quality and landfill gas work, as in previous years, to be used as directed by the City to address additional landfill environmental concerns should they arise. For example, if there is an exceedance of perimeter landfill gas monitoring well action levels, this task can be activated by the City to address the exceedance as required by regulations. Alternatively, this task may be used to evaluate a failed pump in a groundwater monitoring well. The budget for this task consists of up to 50 hours of labor and approximately \$2,500 to cover expenses such as travel to meetings and the landfill site or field equipment. This task will be billed on a time and materials basis, as directed by the City project manager, up to the task budget limit.

Project Team

This project will be managed by Mr. Thomas (Tom) Lae, a Professional Geologist in California, with support from Ms. Janet Goodrich, a registered Civil Engineer in California, and assistance from Mr. Dan Chern, an Environmental/Civil Engineer, all based out of our Sacramento office. Tom has 26 years of experience in the environmental remediation and landfill/solid waste industries and has supported the Roseville Landfill environmental monitoring program over the past 16 years. Janet has 27 years of experience in the landfill and solid waste industries and has supported the Roseville Landfill environmental monitoring program over the past 20 years. She will serve as the primary liaison with the City including providing regulatory support. Dan has 12 years of experience in environmental remediation, hydrogeology, surface water and groundwater monitoring, water quality sampling and analysis, and compliance reporting. He will lead the day-to-day project activities, budget and schedules, as well as coordinate the engineering reviews.

Key staff members for this project include new and previous project team members experienced in landfill regulations, engineering, water quality and landfill gas monitoring, and compliance reporting. Using these new and dedicated staff, will provide a high level of project continuity and work efficiency can be maintained. We propose to use the following core project team for 2017:

- Project Manager – Tom Lae, PG
- Assistant Project Manager – Dan Chern
- Senior Technical Advisors – Janet Goodrich, PE
- Water Quality Senior Review – Brian Schroth, PhD, PG, CH
- Landfill Gas Senior Review – Shannon Wright, PE
- Quality Control Manager – Juliana Harris, PG

Cost Proposal

CH2M proposes to complete this work on a time and materials basis according to the budget for this work as presented in Table 1, assuming same terms and conditions as Resolution 15-04. CH2M's billing and expense rates for 2017 and 2018 are presented in Attachment B. We are proposing a modest three percent increase over the previous year labor rate. The proposed total project cost this year includes the 5-year iso-settlement analysis and well decommissioning. The period of performance is from contract award, assumed to be by January 31, 2017 through February 28, 2018, to coincide with the submittal of the *Annual Water Quality Monitoring Report*.

As in previous years, this proposal includes a project contingency budget to address unplanned regulatory compliance activities, water quality or landfill gas management concerns, or additional monitoring requirements and will only be activated at the direction of the City.

The proposed task and subtask structure and budget are summarized as follows:

TABLE 1
City of Roseville 2017 Water Quality and Landfill Gas Monitoring and Reporting Service Contract

TASK	COST (\$)
Task 1 – Regulatory Assistance	\$13,648
Task 2 – MRP Required Sampling and Inspections	\$56,116
Subtask 2.1 – Water Quality Sampling & Analysis	\$48,738
Subtask 2.2 – Pre-Winterization Inspection and Report	\$7,378
Task 3 - Water Quality Reports	\$73,282
Subtask 3.1 – Semi-Annual Report	\$34,084
Subtask 3.2 – Annual Report	\$39,198
Task 4 - Landfill Gas Services	\$11,045
Task 5 – Other Services	\$27,332
Subtask 5.1 – 5-Year Iso-Settlement Analysis	\$9,754
Subtask 5.2 – Well Decommissioning	\$17,578
Task 6 - Contingency	\$12,000
Subtotal: Tasks 1 through 4 plus Task 6	\$166,091
Subtotal: Task 5	\$27,332
Total all Tasks	\$193,423

Note:

Budget developed on a time and materials basis.

CH2M appreciates the opportunity to continue to serve the City of Roseville. Please contact Tom Lae at (916) 286-0246 or Janet Goodrich at (916) 286 0362 if you have questions on this proposal.

Sincerely,

CH2M HILL Engineers, INC.



Thomas A. Lae, PG
Project Manager



Terry DeBiase
Project Delivery Manager

cc: Janet Goodrich/SAC
Juliana Harris/RNO

Attachment A
Roseville Landfill Monitoring Locations
and Frequency

TABLE A-1

Groundwater and Surface Water Monitoring Locations and Frequency*Roseville Landfill*

Monitoring Location	Monitoring Area	Sampling Frequency
<i>Groundwater Monitoring Wells</i>		
MW-1	Background Areas A/B & C/D	Semiannual
MW-2	Background Areas A/B & C/D	Semiannual
MW-3	Background Areas A/B; Cross-gradient Area C/D	Semiannual
MW-5	Downgradient Area C/D	Semiannual
MW-6	Downgradient Burn Area	Semiannual
MW-7a	Downgradient Burn Area	Semiannual
MW-8	Downgradient Area C/D	Semiannual
MW-9	Cross-gradient Area A/B	Semiannual
MW-10A	Cross-gradient Area A/B	Semiannual
MW-10B	Cross-gradient Area A/B	Semiannual
MW-12	Background Burn Area; Downgradient Area A/B; Cross-gradient Area C/D	Semiannual
MW-13	Background Burn Area; Downgradient Area C/D	Semiannual
MW-14	Background Burn Area; Downgradient Area C/D	Semiannual
MW-15	Downgradient Area A/B	Semiannual
MW-16	Background Burn Area; Downgradient Area C/D	Semiannual
<i>Surface Water Monitoring Locations</i>		
SW-1	Upstream of Roseville Landfill	Semiannual
SW-2	Between Areas A/B and C/D	Semiannual
SW-3	Downstream of Roseville Landfill	Semiannual

TABLE A-2

Landfill Gas Monitoring Locations and Frequency*Roseville Landfill*

Monitoring Location	Type	Sampling Frequency
<i>Permanent Landfill Gas Wells</i>		
LFG-1: Shallow	permanent gas well	Semiannual
LFG-1: Deep	permanent gas well	Semiannual
LFG-3: Shallow	permanent gas well	Semiannual
LFG-3: Deep	permanent gas well	Semiannual
LFG-4	permanent gas well	Semiannual
LFG-5	permanent gas well	Semiannual
LFG-7	permanent gas well	Semiannual
LFG-8: Shallow	permanent gas well	Semiannual
LFG-8: Deep	permanent gas well	Semiannual
LFG-9: Shallow	permanent gas well	Semiannual
LFG-9: Deep	permanent gas well	Semiannual
LFG-10: Shallow	permanent gas well	Semiannual
LFG-10: Deep	permanent gas well	Semiannual
LFG-11: Shallow	permanent gas well	Semiannual
LFG-11: Deep	permanent gas well	Semiannual
<i>Temporary Landfill Gas Wells</i>		
GP-7	landfill mass gas well	
<i>On-site Structures and Utilities</i>		
ARV-1	Roseville Water, Valve	Annual
ARV-2	Roseville Water, Valve	Annual
ARV-3	Roseville Water, Valve	Annual
F6-17	SPMUD sewer manhole	Annual
F6-18	SPMUD sewer manhole	Annual
F6-19	SPMUD sewer manhole	Annual
F6-20	SPMUD sewer manhole	Annual
G6-11	SPMUD sewer manhole	Annual
G6-12	SPMUD sewer manhole	Annual
G6-13	SPMUD sewer manhole	Annual
G6-14	SPMUD sewer manhole	Annual
MH-1	Roseville Water, manhole	Annual
MH-2	Roseville Water, manhole	Annual
MH-3	Roseville Water, manhole	Annual
MH-4	Roseville Water, manhole	Annual
MH-5	Roseville Water, manhole	Annual
Roseville Shed	Roseville Shed	Annual
BC-5	Bow Club Clubhouse	Annual

Attachment B
2017 Labor and Expense Rates

TABLE B-1

Labor Rates Schedule for City of Roseville 2017/2018 Water Quality and Landfill Gas Monitoring and Reporting Services

Period: 2017	Rate
Principal	215.00
Senior Project Manager	194.00
Project Manager /Project Technologist	169.00
Associate Project Manager /Associate Technologist	150.00
Associate Consultant	141.00
Staff II Consultant/Engineer	129.00
Staff I Consultant/Engineer	118.00
Sr. Technician	126.00
Staff Technician	102.00
Office/Clerical Accounting	86.00
Period: 2018	Rate
Principal	221.00
Senior Project Manager	200.00
Project Manager /Project Technologist	174.00
Associate Project Manager /Associate Technologist	155.00
Associate Consultant	145.00
Staff II Consultant/Engineer	133.00
Staff I Consultant/Engineer	122.00
Sr. Technician	130.00
Staff Technician	105.00
Office/Clerical Accounting	89.00

Note: The 2017 and 2018 rates reflect a modest 3% increase from the previous year.

TABLE B-2

Expense Mark-up for City of Roseville 2017/2018 Water Quality and Landfill Gas Monitoring and Reporting Services

Expenses Billed at Cost with Following Markups	Markup
Expenses	
Health & Safety (Included)	0%
Truck Rental	10%
Miscellaneous Field Equipment	10%
Mail/Shipping	10%
Travel	
Travel Auto Mileage (cost billed will be published IRS allowable reimbursable rate at the time work is performed)	0%
Subcontract	
Laboratory Services - ASL	10%
Blaine Tech	10%



COUNCIL COMMUNICATION

CC #: 8238
File #: 0800-02

Title: 2017 Environmental Utilities Customer Satisfaction Survey - Professional Services Agreement
Contact: Maurice Chaney 916-774-5539 mchaney@roseville.ca.us

Meeting Date: 2/1/2017
Item #: 6.15.

RECOMMENDATION TO COUNCIL

Approve a professional services agreement to RKS Research & Consulting to conduct 2017 Environmental Utilities (EU) Customer Satisfaction Survey. Adopt a resolution authorizing the City Manager to sign the attached agreement.

BACKGROUND

Since 2008, EU has conducted a statistically valid telephone survey for the purposes of gauging awareness, perception, and opinions of services and programs from City of Roseville customers. The survey informs EU's programmatic decisions for all utilities, helps optimize the overall effectiveness in service delivery, provides basis for communication and outreach tactics, as well as provides EU with benchmarks against previous year's survey results.

As part of the 2017 research effort, EU staff requested proposals from qualified firms. After careful consideration, staff recommends RKS Research & Consulting given its prior experience and familiarity with the City, thorough understanding of the project, and the cost effectiveness of their proposal vis-à-vis the scope of work.

RKS Research & Consulting will conduct a statistically valid telephone and web survey to residents, tentatively scheduled for March 2017, and structured to ensure that a representative sample of the community is reflected in the results.

Staff will present survey results to the Public Utilities Commission and the community following the completion of the final report anticipated for the first quarter of 2017.

FISCAL IMPACT

The service cost for the public opinion research is not to exceed \$48,305 and was budgeted for in the FY16/17 operations budget. The fee includes survey design, data collection, and a summary and presentation of findings.

ECONOMIC DEVELOPMENT / JOBS CREATED

The activities detailed in this report will not result in job development or creation.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §1506(b) (3)). The action of reviewing proposed CEQA legislation does not include the potential for a significant environmental effect, therefore is not subject to CEQA.

Respectfully Submitted,

Maurice Chaney, Public Information Officer

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-41

RKS Contract

RKS Scope of Work

RESOLUTION NO. 17-41

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND REICHMAN-KARTEN-SWORD, INC. DBA RKS RESEARCH & CONSULTING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for the Environmental Utilities Department 2017 Residential Customer Satisfaction Survey project, by and between the City of Roseville and Reichman-Karten-Sword, Inc., dba RKS Research & Consulting, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Environmental Utilities Department 2017 Residential Customer Satisfaction Survey

THIS AGREEMENT is made and entered into this ____ day of _____, 20 __, by and between the City of Roseville, a municipal corporation ("CITY"), and Reichman-Karten-Sword, Inc. d/b/a RKS Research & Consulting, a New York corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of a residential customer satisfaction survey and analysis for the Environmental Utilities department; and

WHEREAS, CONSULTANT has prepared a proposal dated December 5, 2016, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional services related to conducting a residential customer satisfaction survey and recommend actions from the results of that research.

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," attached hereto. Total compensation shall not exceed forty eight thousand, three hundred five dollars (\$48,305).

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

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

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

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and

effect, the following minimum policies of insurance during the term of this Agreement.

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

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

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

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

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

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

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

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may

be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

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

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

performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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

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

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

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

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

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

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

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

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

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

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

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

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

CITY OF ROSEVILLE

Richard D. Plecker,
Environmental Utilities Director
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

David Reichman
RKS Research & Consulting
12 Main Street, Suite 279
Brewster, NY 10509

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

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

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

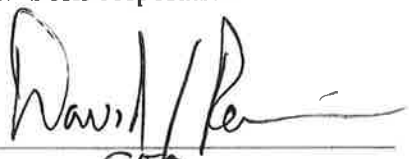
CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

REICHMAN-KARTEN-SWORD, INC.
d/b/a RKS RESEARCH & CONSULTING,
a New York corporation

BY: 
its: CEO

and

BY: _____
its: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY:

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:

 FOR

RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT “A”



**Scope of Work Describing
City of Roseville Environmental Utilities Department
2017 Residential Customer Satisfaction Survey**

This statement of work is entered into on December 5, 2016 by and between City of Roseville Environmental Utilities Department, located at 311 Vernon Street, Roseville, CA 95678 and Research & Consulting with office at 12 Main Street Suite 279, Brewster, NY 10509 ("RKS").

Project Objectives:

To gauge customer satisfaction levels, awareness of programs and services to help inform strategic initiatives for community engagement, outreach and customer service.

RKS Overall Approach:

Step 1: Springboard Meeting

RKS will initiate an in-person kickoff meeting that involves key stakeholders from the City and RKS. It will cover a verbal briefing, sharing of existing knowledge, hypotheses and any gaps, as well as City and RKS agreed-upon approaches and desired outputs. The end result will find all participants in the survey process "on the same page" at the start of the process.

Step 2: Pretest Phase

Once the questionnaire is developed and programmed, RKS will conduct a pretest of up to 20 completed interviews to ensure accuracy that questions are worded properly and that respondents understand what is being asked and are able to provide answers. In addition, the pretest will ensure that the overall length of the survey is reasonable, thereby not placing undue burden upon Roseville residential respondents. The pretest will include a thorough debriefing and proper documentation.

Step 3: Full Launch of Survey

Deep-dive research will be conducted among current Roseville residents seeking robust insights into their perceptions of satisfaction and perceived quality and value of Environmental Utilities programs and services.

Step 4: Reporting Phase

RKS will create a draft report (closely resembling the final) including historical data, methodology analysis, and an executive summary. Upon review and approval by Environmental Utilities, required changes will be made and a final report will be prepared and delivered.

Step 5: Workshop

RKS will conduct an in-person "Research Results Workshop" for City key stakeholders at the conclusion of the project. Typically a workshop begins with a PowerPoint presentation of survey results and then evolves into a facilitated discussion during which participants -- through interactions and discussions -- develop a thorough understanding of the research findings, implications and most importantly, next steps,

that zero-in on what Environmental Utilities should do to change and improve. Obviously, this type of meeting is more suited for the city staff managers' meeting. A more classic presentation will be delivered to the Public Utilities Commission separately.

Sample Design and Methodology:

- 200 RDD plus 200 Cellphone plus 400 online surveys
- Maximum 15 minutes in length (include various closed-ended question and three-open ended questions)
- Verbatim comments will be coded
- Assumed incidence for telephone is 60%
- City will launch online survey invites (maximizing completion rate)

Deliverables:

- Presentation of draft questionnaire
- Approved final questionnaire
- Pretest report
- Full summary report
- Data files/Verbatim comments file
- Presentation of survey results in PowerPoint format
 - Research Results Workshop for manager's meeting
 - Public Utilities Commission

Project Schedule:

Milestone/Task	Week
Project kickoff meeting	TBD
Develop survey	Week 1
Survey review and Finalize	Week 2
Survey programming & Testing	Week 3
Pre-test and review/report	Week 4
Survey fielding	Week 5-6
Data Processing	Week 7
Report draft development	Week 8-9
Revise/refine report	Week 10
Presentation development	Week 11
In-person presentation	TBD

Payment Cost and Schedule of Payments

The total cost for this project stated above is \$48,305. This cost excludes any direct travel expenses incurred for meetings and presentations, which must be agreed upon in advance by Environmental Utilities.

RKS will invoice Roseville Environmental Utilities according to the following schedule:

- First installment \$24,152.50 upon starting work
- Second installment \$24,152.50 upon delivery of presentation



COUNCIL COMMUNICATION

CC #: 8253

File #: 0704

Title: Placer Valley Tourism Annual Budget and Strategic Plan

Contact: Genna Martin 916-746-1259 gmartin@roseville.ca.us

Meeting Date: 2/1/2017

Item #: 6.16.

RECOMMENDATION TO COUNCIL

Adopt a resolution to approve the 2017 Strategic Marketing Plan and 2017 Budget for Placer Valley Tourism (PVT).

BACKGROUND

The Placer Valley Sports Complex and Tourism Marketing District (District) exists to create a revenue source that specifically promotes and supports tourism efforts that generate overnight stays within the region. Revenue is generated by assessments on hotel room nights for all hotels in the cities of Lincoln, Rocklin and Roseville. This assessment was voted on and approved by all hotel owners in 2014.

On November 5, 2014, the City entered into a Marketing Management Agreement with PVT which authorizes PVT to administer and implement all of the activities and improvements of the District. Expenditure of assessments received from the District are directed by the PVT Board, which is comprised of hotel, Chamber and City representatives from Roseville, Rocklin and Lincoln. Pursuant to the Marketing Management Agreement, and as required by state law, the PVT strategic marketing plan and budget shall undergo annual review and approval by the City Council. The City Council has the discretion to approve the strategic marketing plan and budget as submitted or may modify any particular matter contained within these documents.

The attached strategic marketing plan and budget were approved by PVT at the Board Meeting on November 17, 2016. Revenues are in line with expenses, and a conservative revenue budget was assumed. Some of the highlights of the 2017 Strategic Marketing Plan include:

- Add new events and bolster existing events during our need periods of January, February, November, December and secondarily, March and April, through an aggressive event development plan
- Continue significant capital contributions to enhance key existing facilities
- Select a path to follow in order to bring to fruition the process of a new state of the art complex whether that be an indoor event facility or long field multi-sports complex
- Harness existing demand during peak periods to drive average daily rate (ADR) and

hotel profitability

- Expand marketing and public relations programs to support these strategies

The attached Placer Valley Tourism 2017 Strategic Marketing Plan provides further detailed information. Staff has reviewed and recommends approval of PVT's 2017 Strategic Marketing Plan and 2017 Budget.

FISCAL IMPACT

There is no direct fiscal impact associated with this recommendation. Funding for these PVT activities is derived from room night assessments for all hotels in the cities of Lincoln, Rocklin and Roseville. These assessments were voted on and approved by a majority of affected hotel owners in 2014. This assessment is separate and distinct from the 6% transient occupancy tax collected by the City of Roseville from all Roseville hotels.

ECONOMIC DEVELOPMENT / JOBS CREATED

While the creation of the plan itself has limited economic impact, the goals and objectives have a significant economic impact to tourism, cultural arts, and entertainment within the City of Roseville and greater Placer County region. Tourism is an important economic factor that drives improvement by generating revenue, creating jobs and developing stronger communities.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Approval of the 2017 Strategic Marketing Plan and 2017 Budget for Placer Valley Tourism does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Genna Martin, Administrative Analyst

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-54

2017 Strategic Plan Rough BOD Approved

2017 Budget Worksheets BOD Approved

RESOLUTION NO. 17-54

APPROVING THE 2017 PLACER VALLEY TOURISM STRATEGIC
MARKETING PLAN AND BUDGET

WHEREAS, the Placer Valley Sports Complex and Tourism Marketing District (District) was created in November 2014 to replace the former South Placer County Tourism Business Improvement Area; and

WHEREAS, Placer Valley Tourism (PVT) administers the District under a Marketing Management Agreement which requires PVT to submit an annual budget and work plan to the City; and

WHEREAS, the 2017 Placer Valley Tourism strategic marketing plan and budget have been reviewed by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the 2017 Placer Valley Tourism strategic marketing plan and budget is hereby approved.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PLACER VALLEY

Tourism Enriching Communities

2017 Placer Valley Tourism Strategic Marketing Plan

This year's Strategic Plan is truly the continuation and refinement of the 2016 Plan. Our challenges and opportunities have not changed but rather, intensified.

Key Strategies for 2017

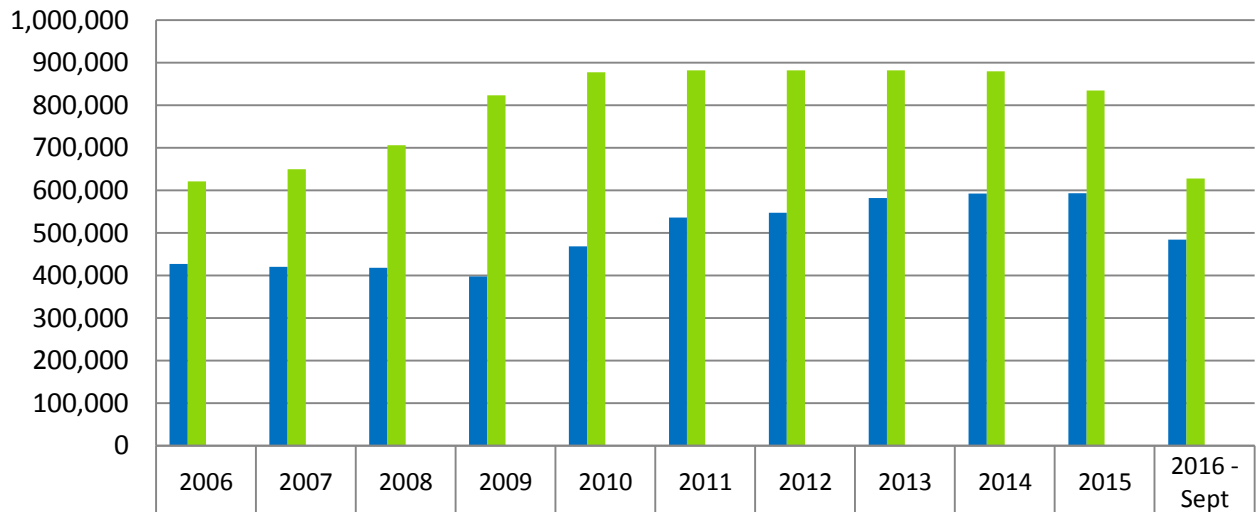
1. Add new events and bolster existing events during our need periods of January, February, November, December and secondarily, March and April, through an aggressive event development plan
2. Continue significant capital contributions to enhance key existing facilities
3. Select a path to follow in order to bring to fruition the process of a new state of the art complex whether that be an indoor event facility or long field multi-sports complex
4. Harness existing demand during peak periods to drive ADR and hotel profitability
5. Expand marketing and public relations programs to support these strategies

The subsequent pages will highlight a multiple situation analysis of the marketplace followed by a comprehensive plan to support these Key Strategies.

Situation Analysis

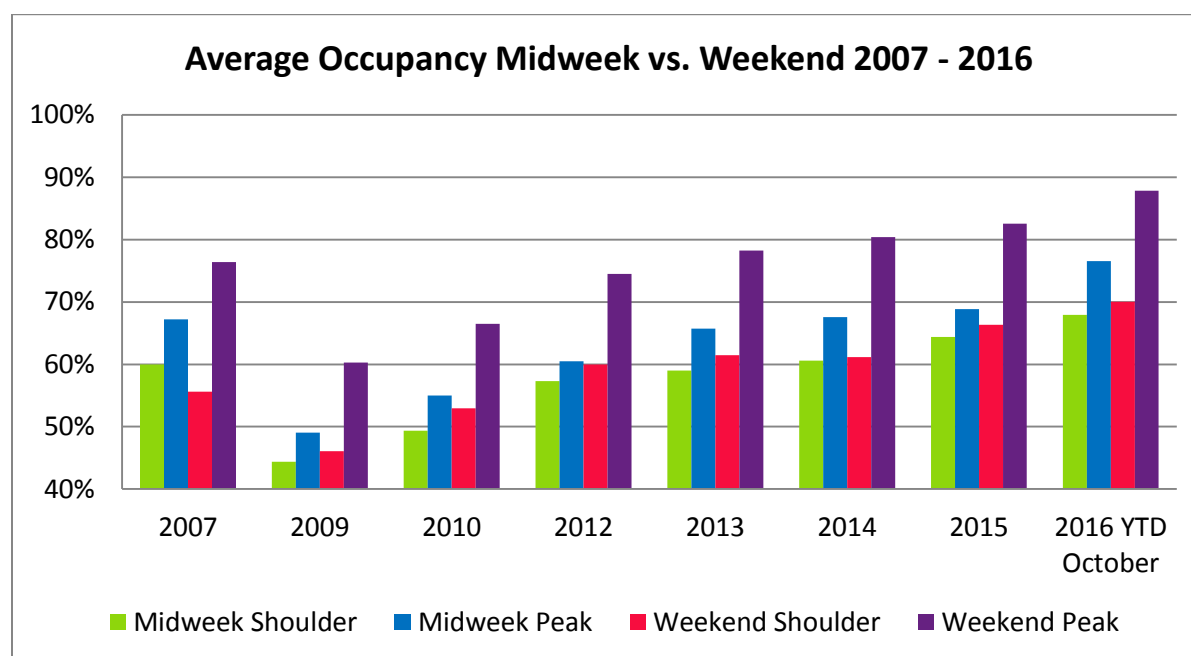
2016 is another record setting year in the making. Currently, we are on track to sell more than 625,000 room nights. Both 2015 and 2016's availability was negatively impacted due to one hotel being closed for renovations from September 2015 thru September 2016. However, despite less capacity, sales were up 5.4% and occupancy 10.4% YTD, as illustrated in the chart below.

Hotel Room Nights Available vs. Sold 2006 - 2016

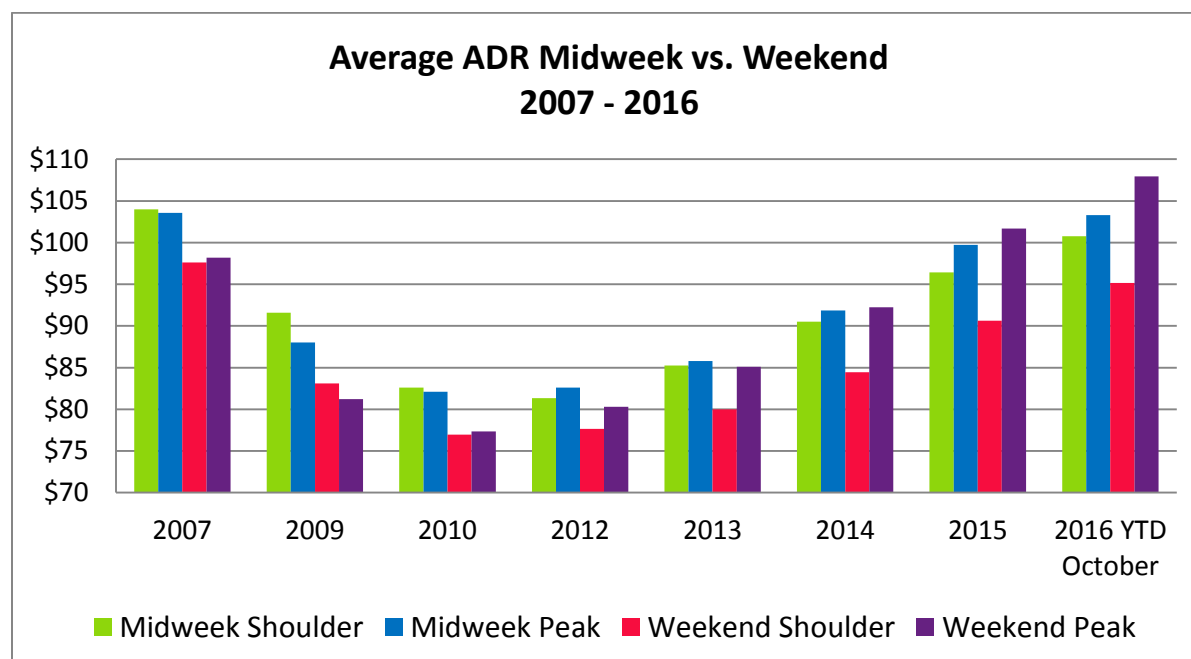


■ Sold	427,186	420,797	418,088	398,170	468,501	536,225	547,756	582,067	592,772	593,815	484,371
■ Available	621,501	649,674	706,061	823,890	877,889	882,570	882,570	882,238	880,015	834,755	628,071
Occupancy %	68.7	64.8	59.2	48.3	53.4	60.8	62.1	65.6	67.4	71.1	77.1
ADR \$	\$99.02	\$99.13	\$97.37	\$83.55	\$77.74	\$79.25	\$81.26	\$85.16	\$91.25	\$99.69	\$103.83

Weekend occupancy during our peak event season (March-October) continues to lead the occupancy segments. This robust increase to 88% average occupancy allows minimal growth in sales during those months so our focus turns to driving rate and profitability as reflected in our Key Strategy #5.



Just as the weekends in March through October lead occupancy, they now also lead significantly in ADR. 2015 was the first year where event weekends led ADR and that lead is even more significant in 2016. Moving the ADR to reflect increased demand has been part of the PVT strategy since 2012 and the fruits of that endeavor are now reflected. Since 2012, midweek and weekday peak increased by more than a third, as illustrated in the chart below.



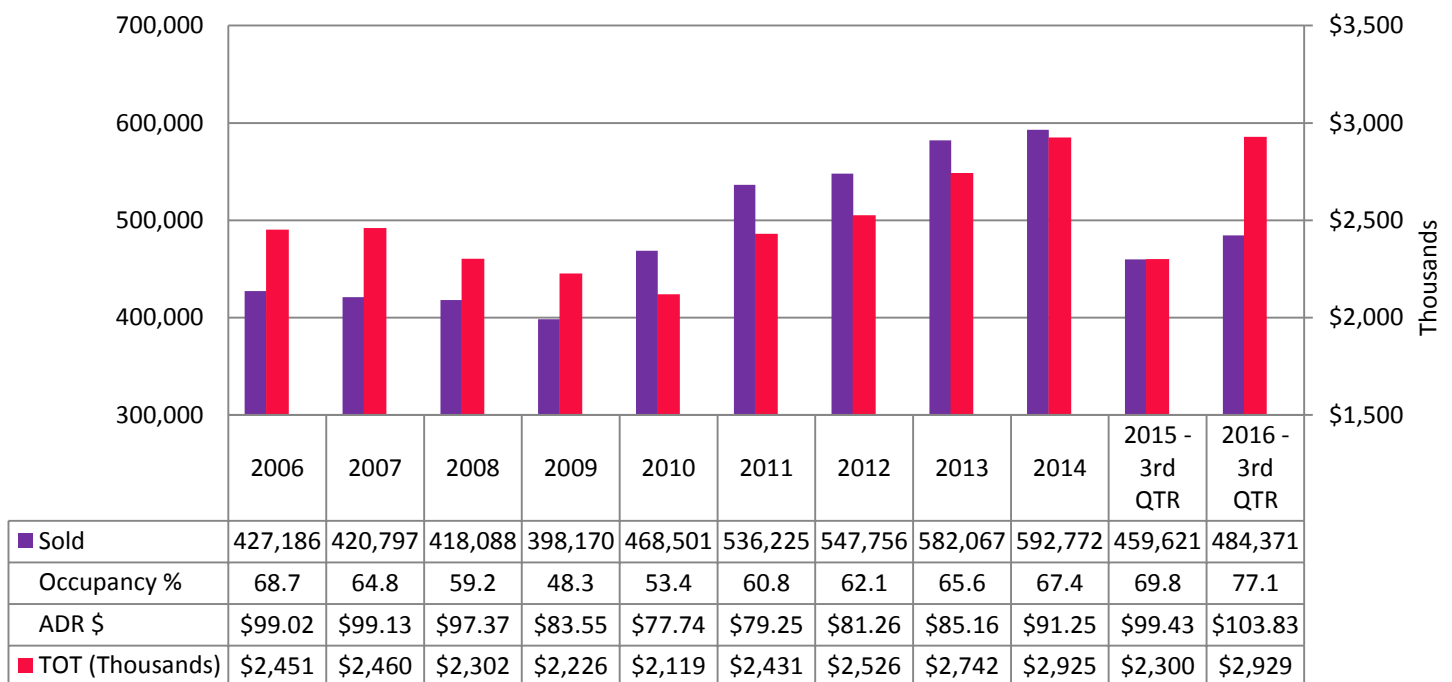
2016 is the first year where weekends are outpacing midweek in ADR. Peak demand is now driving peak rate. It is this differential that sets PVT apart from the other Sacramento suburban markets and pushes PVT's RevPAR to surpass all of the other markets more than 10%. What appears as a straight differential is actually an important reflection of PVT's success.

	Year to Date - Sept 2016 vs Sept 2015					
	Occ %		ADR		RevPAR	
	2016	2015	2016	2015	2016	2015
Placer Valley+	77.1	69.8	103.83	99.43	80.07	69.43
Sacramento East, CA	74.0	72.6	97.32	92.01	72.05	66.78
Sacramento Northwest, CA	73.9	74.3	98.29	90.92	72.67	67.54

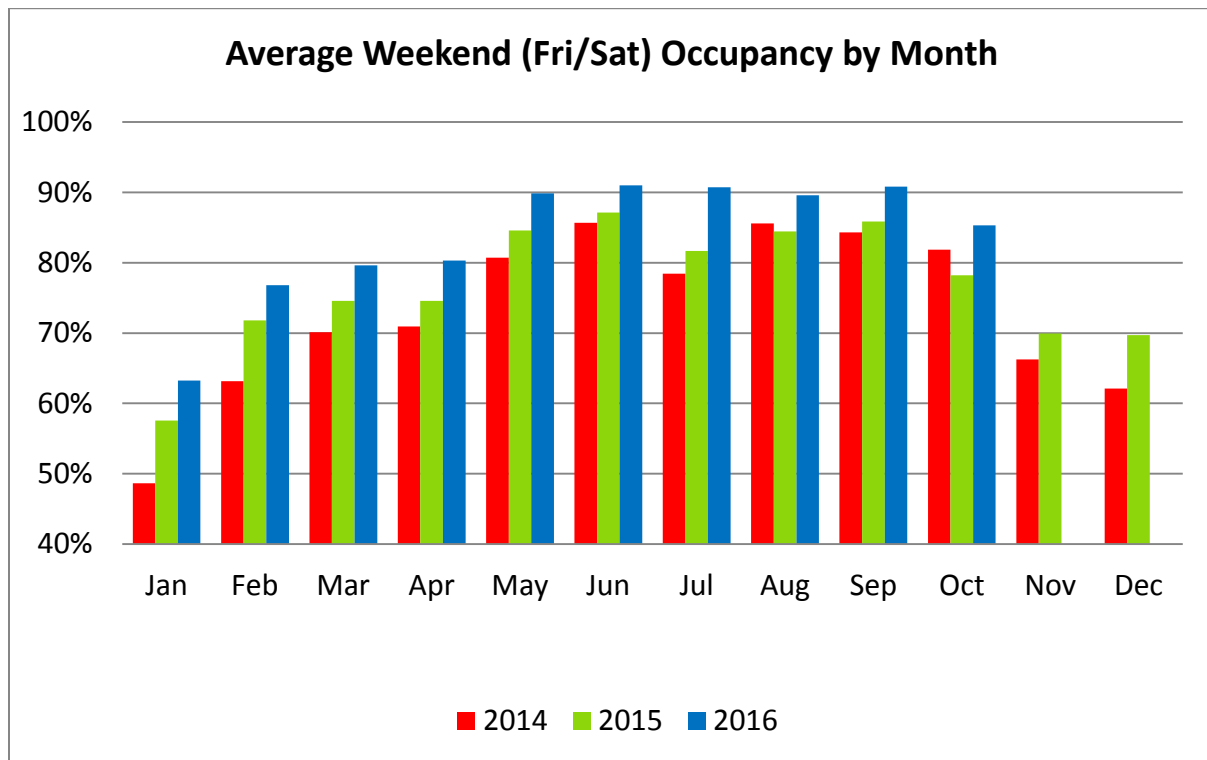
Improving ADR and Occupancy

Utilizing continually increasing demand to drive ADR not only helps the profitability and success of our hotels but drives increased revenues to our municipalities through transient occupancy tax (TOT). All TOT goes to the three cities' General Funds. As noted below TOT has been on a strong trajectory and 2016 YTD September shows a record increase of 27% over 2015 September YTD.

**Hotel Room Nights Sold vs. TOT Collections 2006 - 2016
(Roseville, Rocklin and Lincoln)**



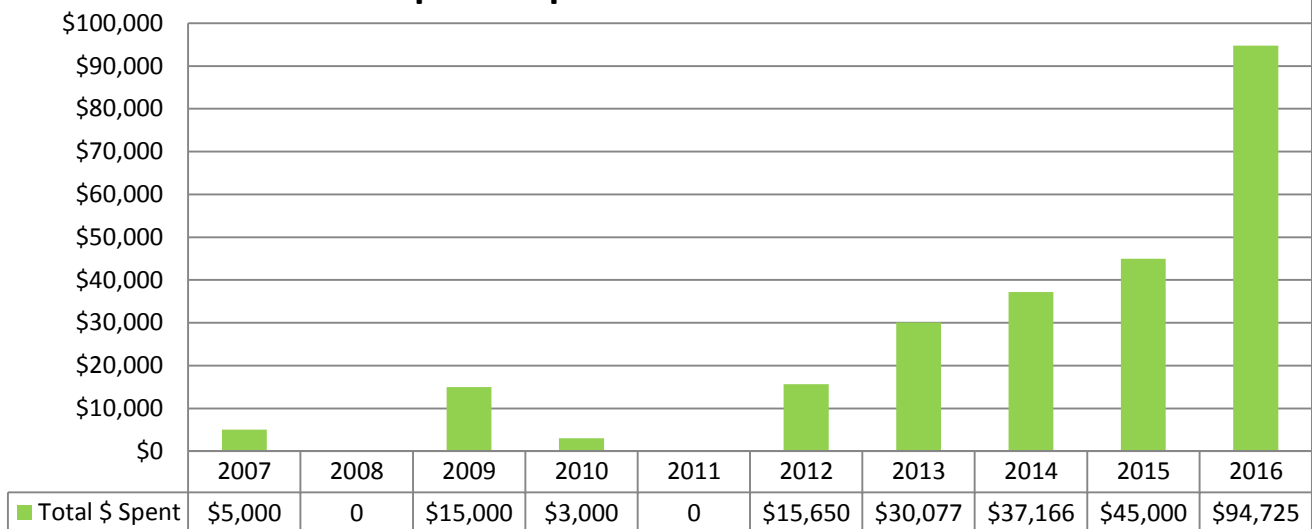
The chart below clearly shows the capacity opportunity that steadily presents itself in the winter months: January, February, November and December. It also indicates the limitations for significant growth in sales for May, June, July, September and October.



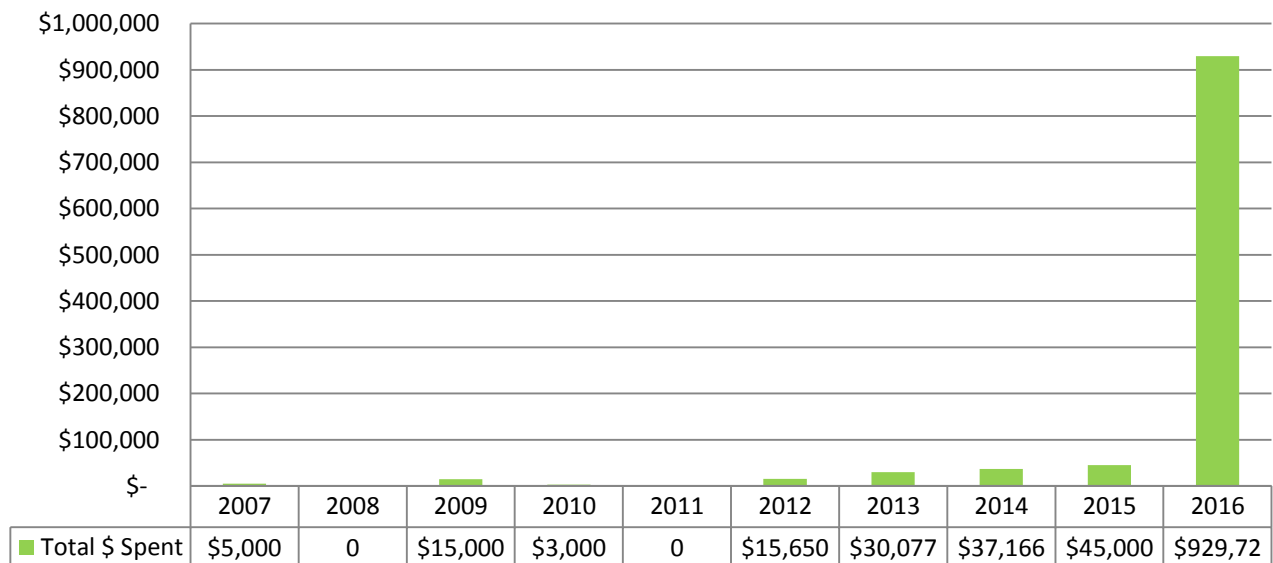
Capital Improvements

PVT recognizes that our event strategy is only possible due to the significant investment our partners (the Cities, educational institutions, and private businesses) have made. Even when PVT's budgets were fairly conservative, we have maintained a capital project budget to assist in enhancing and maintaining these assets. In 2015, changes made in our assessment rate allowed PVT to increase its modest capital improvement fund substantially. In 2016 PVT will spend more than \$900,000 on facility enhancements and our 2017 plans will spend nearly a million dollars. The two charts below show PVT's past and current commitment to enhancing facilities and equipment for event organizers and support the Key Strategy #2.

Capital Improvements 2007 - 2016



Capital Improvements & Major Projects 2007 - 2016



Event Development and Status

Over the past year, PVT's efforts have been focused on creating and developing events specifically to generate hotel stays during shoulder months and lower occupancy days such as Mother's Day, 4th of July and Labor Day weekends.

PVT has been working one-on-one with event organizers to help realize their room night potential through special incentives and developing strategies that integrate event growth development and marketing to encourage greater non-local participation.

An additional emphasis has been placed on fostering relationships with national governing bodies and event owners for the purpose of contracting events that can be hosted during these need periods. Educating and working as a liaison between local venues and event organizers continues to improve the task of securing venues more effectively.

Our Event Development, Key Strategy #1 falls into these three distinct types:

1. **Event Creation.** This includes deciding on an event type, finding an event organizer, working on all of the details including facility acquisition, budgeting, marketing and advertising.
 - a. Example: December - Women's West Coast Tournament of Champions (WWCTOC) Wrestling Tournament
 - i. Perceiving an opportunity, in 2015, PVT partnered with Sacramento Area Wrestling to create an all-women's wrestling event in December. The two day event was intended to host a high school tournament on Saturday and a college tournament on Sunday but in 2015, the college division did not materialize due to conflicts with the Olympic qualifier leaving only the high school division with a total of 35 competing teams.
 - ii. This year, a concerted effort has been focused on expanding the high school division while building a college division through the following solicitation and marketing efforts:
 1. Direct phone calls to college coaches
 2. Placed banner ads on wrestling forum websites in the following states: Oregon, Washington, Utah, Nevada and California
 3. Sent multiple mailers and eblasts to high schools and colleges
 4. Secured Cliff Keen as title sponsor (a nationally known wrestling vendor)
 5. Improved logo, awards and website
 6. Increased social media efforts and advertisements in USA Wrestling and SportStars Magazine
 7. Provide scholarship assistance to encourage college participation
 8. Increase college recruiter attendance at the College Fair hosted during the high school tournament

- iii. At this time, the following colleges have committed to the WWCTOC with the possibility of more: Eastern Oregon University, University of the Cumberlands, Simon Fraser, Menlo, Grays Harbor, and Warner Pacific.
 - iv. With such momentum being achieved in 2016, the expectation for greater college and high school participation in 2017 is certain.
 - v. In 2017, we will expand on this success and reevaluate the date based upon college feedback.
 - b. Additional events that were created for 2016:
 - i. Resolution Round Robin Pickleball – January
 - ii. Firecracker Frenzy Pickleball- July 4th Weekend
 - c. Events in the process of being created for 2017 and beyond:
 - i. CA State NASP Archery Tournament – February 2017
 - ii. Unified Sports Basketball Tournament – November 2017
 - iii. Youth Concert/Band Showcase and Workshop – February 2018
 - d. Investigate in 2017 the following:
 - i. Cyclocross Championship
 - ii. Softball Invitational
 - iii. Futsal Tournaments
- 2. Event Enhancement. This takes two forms; the first is an event that was created the prior year which needs increased support to expand. The second is an existing small event that we believe will grow with additional support.
 - a. Example: California Bowl, “CaliBowl” Youth Football Tournament (November)
 - i. In 2014, the CaliBowl was “shifted” from the Elk Grove/Sacramento area to Placer Valley. At that time, the organizer relied on PVT’s relationships with multiple high school districts to secure football stadiums in Lincoln, Rocklin and Roseville. 566 room nights were generated in 2014 which provided a significant increase to hotels during a typically slow Thanksgiving holiday weekend. Due to the success of 2014, the organizer decided to forego PVT’s marketing support in 2015 which resulted in significantly lower team numbers and only 172 room nights being generated. For 2016, the organizer is diligently working with PVT to increase branding and marketing as follows:
 - 1. PVT created sales kits (presentation folder, brochure, inserts, etc.)
 - 2. PVT created a new website
 - 3. Sent Eblasts to football clubs that participate at similar competitive tournaments
 - 4. Increased social media marketing
 - 5. Placed feature in SportStars Magazine
 - 6. PVT meets regularly with organizer
 - 7. Visited a highly successful Southern California tournament to distribute marketing materials to potential new teams

- ii. As we look towards 2017, CaliBowl will most certainly surpass its numbers of the past in both teams and room nights. We look forward to adding more fields to accommodate the growth of this event.
 - b. 2016 events that benefitted through PVT's enhancement strategies:
 - i. National History Days – Mother's Day Weekend
 - ii. The Crush a Curling Bonspiel – Labor Day Weekend
 - iii. Futsal Tournament – December
 - iv. High School Basketball Tournaments (Antelope, Whitney and Rocklin High Schools) – December
 - v. No Guts-No Glory Wrestling – December
 - c. Enhancement strategies being utilized on events being hosted in 2017 and beyond:
 - i. Cyclocross – December 2017 or January 2018
 - ii. Taekwondo A Meet – January 2017
 - iii. Sacramento Shootout Lacrosse – January 2017
 - iv. Pentathlon – January or February 2017
 - v. US Archery Indoor National Championship – February 2017
 - vi. USSSA Girls Softball Cal Cup - July 4th Weekend 2017
 - vii. SSUSA Can-Sirs Senior Softball Tournament- July 4th Weekend 2017
 - viii. Wood Bat League Baseball Festival - July 4th Weekend 2017
 - ix. Armor Combat Regional Competition – November 2017
- 3. Event Acquisition. The third type is an event that is currently in another market or is being proposed or "bid" to find a home. This type of event usually needs much larger financial support than PVT would normally give but since it occurs during a need period we will invest more.
 - a. Example: All American Games 2016 Football University Youth National Championship Regional Event, "FBU" - (December)
 - i. PVT contracts with event owners when an evaluation indicates a valuable ROI as it did with FBU. FBU crafted an RFP soliciting destinations to host their newly created regional events to meet the growing demand of teams vying to participate at their FBU National Championship.
 - ii. The new regional qualifier fell perfectly into the first week of December so PVT expressed an interest to host and was awarded the event in conjunction with Sacramento. Twenty-four elite youth football teams from grades 6th through 8th will be traveling from locations such as Washington, Oregon, Reno, Las Vegas, Central California, Bay Area and San Diego, to compete at Sierra College and Mahany All Weather Field.
 - iii. In addition to paying a per room night rebate, PVT will also be responsible for the operational costs associated with the tournament such as field rentals fees, officials, Emergency Medical Technicians, light rentals, and scorekeepers.
 - iv. Because this particular event already has a great reputation across the country, PVT hotels will see an immediate impact in its first year. Therefore, we must

take whatever steps possible to insure a successful event so it returns annually to fill one of our largest need periods, December.

Enhance Facilities

Starting in 2016, PVT focused on ways to maintain and/or enhance current facilities. This strategy is important so that event organizers can consistently have a competitive edge and steadily bring top notch events to the footprint. The major projects for 2016 consisted of improvements to both Foscett Regional Park in Lincoln and Whitney Park in Rocklin. Additionally, PVT partnered with the City of Lincoln and William Jessup University for field renovation of the McBean Stadium. PVT looks to utilize this strategy again for 2017. In addition to the projects outlined below, PVT received an exciting presentation on the Rocklin Adventure Park and will continue to work with the City of Rocklin in 2017 to ascertain how best we can collaborate.

1. Continue to work with cities and organizations to refurbish/upgrade existing facilities
 - a. Projects in discussion for 2017:
 - i. Roseville Aquatics Complex - re-plaster pool and replace pool deck
 - ii. California Capital Aquatics - scoreboard, starting blocks and sound system at the Roseville Aquatics Complex
 - iii. Sierra College - football stadium lights
 - iv. Sierra College - sand volleyball courts
 - v. Maidu Regional Park Softball Complex - dugout expansion
 - b. Projects to explore along with additional opportunities in 2018 include:
 - i. Maidu Regional Park - soccer turf conversion
 - ii. Lund Park - softball field expansion
 - iii. McBean Stadium - Phase 2
2. Remain proactive with cities and organizations in discussing future major projects in order to keep projects on a strategic timeline and ensure facilities are kept at a tournament quality level

Build/Develop Facilities

PVT is also looking at opportunities to develop a major sports tourism driven facility to specifically address the need of business in November through February, Key Strategy # 3. With the anticipation of additional hotels added to the market, this facility will help ensure the added room night capacity is met with demand.

The two options noted below will be narrowed down to one option to work best with PVT's mission and goals since both facilities cannot be developed simultaneously with current resources.

1. Indoor Event Center/Placer County Fairgrounds
 - a. Structure deal points and agreements with associated jurisdictions
 - b. Site design and phased implementation
 - c. Manage project through environmental and permitting procedures
 - d. Review findings to determine direction

2. Placer Valley Sports Complex All-Weather Turf Fields
 - a. Stay well-informed of City led permitting procedures and outcomes
 - b. Review findings to determine direction
 - c. If the Board selects the Event Center/Placer County Fairgrounds, explore options with City of Roseville to add fields at this location

Harness Existing Demand/Foster Relationships with Existing Events

Key Strategy #4 is about bringing value to the Hotels during peak periods, allowing them to drive their Average Daily Rate and increase hotel profitability. Careful cultivation of existing demand and events prevents competitors from shifting this business away from our area.

1. Baseball
 - a. Maintain relationship with William Jessup University Baseball as they start a new season of hosting away teams at the new McBean Ballpark
 - b. Qualify Beep Baseball to see if a Cherry Island is a possible site
 - c. Foster relationship with Rocklin Pony Baseball to grow existing events
 - d. Continue discussions with local cities on the feasibility of adding diamonds and/or retrofitting existing softball diamonds to be usable for baseball
 - e. Help to acquire portable mounds as needed
2. Basketball
 - a. Consider hosting an Asian Basketball regional tournament at Whitney or Rocklin High Schools in 2017 if costs can be kept to a minimum.
 - b. Work with new head coach at Rocklin High School on their new basketball tournament in December
 - i. Possible joint venture with Whitney and Rocklin High Schools in 2017
 - c. Work with Hardwood Palace to identify existing tournaments that can be grown and developed to generate more room nights
3. Bowling
 - a. Continue to assist Strikes Unlimited with their bid submissions to host regional and state bowling tournaments
 - b. Foster new relationship with California State Senior Bowling to host in this footprint – review 2016 tracking for possible development support in future
4. Cheer / Dance
 - a. Follow-up on leads obtained at Connect Sports Conference
 - b. Research venue requirements to locate a facility in this footprint
5. Cycling (All-types)
 - a. Continue to submit bids to host USA Amateur and College Road Nationals
 - b. Re-submit bid to host a National BMX Championship until we win it!
 - c. Follow-up with The Cyclery to see if there is an interest to host a future Criterion
 - d. Support Sacramento Cyclocross as they continue to grow the competitions in our footprint with the goal of hosting a state finals in 2017/2018
 - e. Help secure race venues as needed
6. Disc Golf
 - a. Support and assist Norcal Disc Golf and Final 9 Sports to host regional tournaments

- b. Submit a bid to host a Professional Disc Golf Association National and/or World Championship as soon as two more local “competition quality” courses are added to the area
 - c. Look at the feasibility of building two 18-hole courses
 - 7. Education and other non-sporting events
 - a. Maker Events
 - i. Develop and grow Mini Maker Faire into a multi-day event to generate overnight stays
 - b. Reserve Officers Training Corps
 - i. Research for local contact to qualify for potential drill competitions
 - ii. Request venue details/requirements from Sports Network International (SNI)
 - iii. Develop relationship with SNI
 - c. Scrabble
 - i. National events are too large for current facilities
 - ii. Continue to follow-up with local contacts for interest in hosting a regional event
 - d. Chess
 - i. 90% of players for larger events live in the Bay area
 - ii. Continue to pursue
 - e. Spelling Bee
 - i. Follow-up with Sacramento Bee contact to see if event can be moved from Sacramento
 - ii. Suggest we grow and expand contestants base regionally so overnight stays can be generated
 - f. Theater
 - i. Research locations to host Lanaea in 2018, currently in Folsom
 - g. Concert/Band
 - i. Work with Rocklin, Whitney High and Spring View Middle Schools to create a non-competitive multi-day event that will enhance and develop a student’s musical abilities
 - ii. Projected event date around February 2018
 - 8. Figure Skating
 - a. Nurture relationship with Capital City Figure Skating Club (CCFSC)
 - b. Support and assist CCFSC to bid on future regional skating competitions
 - 9. 7-On-7 Football
 - a. Work with Honor Bowl contact to create a 7-On-7 tournament
 - b. Work with Prime Time Sports to create a 7-On-7 tournament
 - 10. FootGolf
 - a. Continue to work with Woodcreek Golf Course to host events that can be grown
 - 11. Futsal
 - a. Work with our local contact, the North West Regional Director to host multiple tournaments per year
 - 12. Gymnastics
 - a. Assist Byers Gymnastics in submitting a bid to host a compulsory meet for October 2017
 - b. Assist Byers Gymnastics to submit a bid to host an optional meet in February 2018
 - c. Assist with bid submission to host a USA National Championship if large venue is acquired in the future
 - 13. Lacrosse
 - a. Assist Top of the Bay Lacrosse to host a first time tournament on the West Coast

- i. Secure fields
 - ii. Help off-set travel costs by increasing room night incentives
 - iii. Assist with marketing effort
 - b. Stay in touch with Swashbuckler Lacrosse while their business is on hold
 - c. Maintain connection with ADVNC, NDP, Laxpalooza, USA LAX, Lax Empire, etc., to host new tournaments in our footprint if a large multiple field venue becomes available
 - d. Continue to secure fields as requested
 - e. Maintain good relationship with Cherry Island to secure fields when more than 4 or 5 fields are required
- 14. Martial Arts
 - a. Grow relationship with current Jiu-Jitsu and Taekwondo contacts to expand existing events that can be hosted at Hardwood Palace
- 15. Obstacle Course Race (OCR)
 - a. Reach out to Tough Mudder about hosting a Half Mudder in November 2017 to replace the Merrell Down & Dirty which is currently not happening due to company restructuring
 - b. Once event requirements are received, forward to local Parks & Recreation departments for consideration
 - c. Maintain relationships with land owners for use as potential venues for a future OCR
- 16. Quidditch
 - a. Work with US Quidditch, International Quidditch and City of Roseville to host another Western Regional Championship in 2018
- 17. Religious market
 - a. Continue relationship with Bayside Church, Destiny Church and Destiny Community Center
 - i. Offer support for any room generating events
 - b. Assist Association of Christian Schools International in finding a larger venue for their 2017 Teachers Conference.
 - i. Arrange food truck service
 - c. Maintain relationship and good communication with Nazarene Communications Network's Assemblies of God and Church of God
 - i. Continue to seek out new large facilities to win back events lost due to inadequate space
 - d. Develop relationship with Marion Conference in hopes of securing a facility large enough to host an event in the future
- 18. Rowing
 - a. Preserve overflow opportunities from USA and National Collegiate Athletic Association (NCAA) Rowing competitions being hosted at the Sacramento State Aquatics Center in 2017 and beyond
 - b. Continue to reach out to Sacramento State Aquatics to uncover more hotel accommodation opportunities
- 19. Rugby
 - a. Retain relationship with Sierra Foothills Rugby Club
 - i. Assist in securing fields as requested; field availability very difficult to come by for this sport
 - ii. Support efforts to host tournaments at new complex to fill shoulder months
 - b. Work with Northern California Youth Rugby Association (NCYRA) to continue assistance future tournaments

20. Soccer

- a. Keep partnership with Rocklin Youth Soccer Club to support field improvements and additions
- b. Continue support of Placer United tournaments
 - i. Coordinate and oversee Stay & Play program
 - ii. Secure room blocks at local hotels
 - iii. Secure overflow blocks
 - iv. Constantly follow-up with PVT hotels for availability
 - v. Engage with teams and direct them to hotels with availability
 - vi. Support efforts to build a soccer complex in Lincoln we can access for overflow opportunities
- c. Continue support of Roseville Youth Soccer and Granite Bay Soccer Club
- d. Create a good working relationship between all local user groups to provide/share fields during signature tournaments

21. Softball

- a. Strengthen partnership with Senior Softball USA to co-host the Western Championship with Sacramento Convention and Visitors Bureau
 - i. Help secure dates and fields for Can-Sirs tournament over July 4th weekend
- b. Support local USSSA contact
 - i. Implement new tracking system
 - ii. Help secure additional fields to accommodate the growth of current tournaments
 - iii. Help develop events that fall during need periods
- c. Assist ASA with bid submissions to host future Western Championship tournaments
 - i. Support local organizers by building stronger partnerships with area user groups to secure additional diamonds during peak needs
 - ii. Continue efforts with City of Rocklin to construct new diamonds at Whitney Park Phase II
- d. Cultivate a good working relationship between all local user groups to provide/share fields during high field demand dates

22. STUNT

- a. Work with local high school such as Antelope, Woodcreek and Rocklin to create a new STUNT competition that can be developed in to a large west coast event in the future
- b. STUNT is in its infancy so US STUNT is only hosting major tournament, not smaller competitions

23. Swimming

- a. Maintain relationships with local swim clubs and Norcal Swim League to help plan, assist and grow meets in 2017 and beyond, i.e. Junior Olympics, Summer Sanders Meet, etc.
 - i. Work with Sierra Nevada Swimming to bring the 2018 West Zones here

24. Synchronized Swimming

- a. Begin preparations to host the US Masters Championship here in 2018
- b. Help Sacramento Synchronized Swim Team bid to host a future West Zones competition
- c. Nurture relationships with Roseville Aquatics Center, Sierra College, Del Oro High School and Sunrise Recreation and Park District for pool use opportunities

25. Tennis

- a. Continue work with Johnson Ranch Racquet Club and Lifetime Fitness to support 2017 Youth, Adult Men and Adult Women tournaments via US Tennis Association
- b. Monitor progress of City of Lincoln's plan to build 24 tennis courts

26. Track & Field
 - a. Maintain relationship with Revolution Express to host and bid for future events
 - b. Uncover high school programs with the potential of being developed
 - c. Work with new Sierra College Cross Country Coach to see if there's an opportunity to host a large event
27. Ultimate
 - a. Preserve relationship with USA Ultimate contact, the Western Regional Director
 - b. Foster and support Bay Area Ultimate contact to host the College Ultimate Championship annually as well as any other potential events
28. Unified Sports-Basketball
 - a. Work with Special Olympics and Whitney High School to create a tournament that will encompass other unified teams from other areas. Unified Sports in basketball is comprised of three special education and two general education students
 - b. Program is fairly new so there are not many schools enrolled across the US; however, Clovis and Eastbay have participating schools
 - c. Focusing on basketball, soccer, track and field
 - d. Possible opportunity to host a four or eight team tournament in Fall 2017
29. Volleyball
 - a. Cultivate relationship with Synergy Force/Amateur Athletic Union to host a premier volleyball competition once we have a sizeable facility
30. Water Polo
 - a. Continue support and growth of Woodcreek Water Polo Club in their effort to host two events in September
 - b. Maintain relationship with Sierra College Water Polo and Sacramento Water Polo to assist and grow events in 2017 and beyond
31. Weightlifting
 - a. Work with new local contacts to champion the sport
 - i. Develop an existing event for a shoulder month date
 - b. At this time, we do not have an appropriate venue capable of hosting a national event. When that changes, re-submit bids to host a USA Weightlifting Championship
32. Yo-Yo
 - a. Keep connection with local contact with potential venues for hosting purposes

Expand Marketing/PR Programs to Support Strategies

1. Increase brand awareness and education within the Placer Valley community on the impact of tourism and the hotel industry: Tell the PVT story better!
 - a. Attend and seek speaking or presentation opportunities at various chamber and/or city functions
 - b. Look for community events to sponsor that align with our goals
 - a. Marketing/brand awareness for major projects
 - i. Require recognition signage to be located at the facilities/venues that PVT contributes funds to
 - ii. Seek three business related media outlets to distribute press releases
 - b. Extend our engagement with different social media platforms to spread awareness
 - i. Increase Facebook Likes by 10% and Instagram Follower by 20% over 2016

- ii. Posting on both social media platforms weekly
- 2. Progress our public relations and in-market promotion capabilities
 - a. Establish and build upon relationships with media sources both sports and business related focusing on 6 relationships to foster
 - b. Seek ways to be part of organizations internal newsletters or communications through their social media, website or emailed materials highlighting our partnership by reposting the articles written by PVT
 - c. Work to distribute press releases and connecting additional media outlets targeting business and local publications
- 3. Expand capabilities for event development support. In 2016, PVT added a new staff position specifically to support event development. We will continue to build upon this and expand on the techniques and skill sets needed to improve events
 - a. Working with website analytics
 - b. Management and/or oversight of event websites
 - c. Researching and finding creative ways to reach target audience
- 4. Revise collateral
 - a. Placer Valley Facilities Guide depending on progress of new sports complex
 - b. Placer Valley Welcome Guide
 - c. Area Map
- 5. Overhaul of website
 - a. Create a more user friendly and responsive website which combines placertourism.com and playplacer.com so that they are mutually beneficial to one another by the end of the year



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PLACER VALLEY TOURISM

Budget 2017

			Budget 2017	Budget 2016	Variance
Revenues:					
Hotel Assessments:					
	1000 · Hotel Assessment-Rocklin		564,063	425,000	
	1020 · Hotel Assessment-Lincoln		134,930	95,625	
	1050 · Hotel Assessment-Roseville		2,909,375	2,029,375	
	Total	1	3,608,367	2,550,000	1,058,367
Other Revenues:					
	7010 · Interest Income		2,000	1,000	
	7050 · Facility Services		6,000	2,000	
	7055 · Out of Market Hotel Rebates		-	-	
	7060 · Rollover Major Projects 2016	2	210,000	-	
	Total		218,000	3,000	215,000
	Total Revenues		3,826,367	2,553,000	
Room Nights:					
	Rocklin		95,000	100,000	
	Lincoln		22,725	22,500	
	Roseville		490,000	477,500	
	Total Room Nights	1	607,725	600,000	7,725
Expenses:					
Projects:					
	4100 · Marketing		100,000	95,000	
	4140 · Tourism Study		6,900	6,900	
	4160 · Professional Development		7,000	6,000	
	4250 · Event Support	3	500,000	480,000	
	4260 · Opportunity Fund		50,000	50,000	
	4550 · Board/Staff Development		14,000	13,000	
	4800 · Web Site	4	43,000	13,000	
	4900 · Community Events	5	35,000	25,000	
	Total Projects		755,900	688,900	67,000



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PLACER VALLEY TOURISM

Budget 2017

			Budget 2017	Budget 2016	Variance
Payroll Expenses:					
	2210 · Salaries + 2220 · Hourly Wages	6	400,000	383,000	
	2300-2400 · Payroll Taxes and W/C Ins		46,000	44,000	
	2450 · Incentive		35,000	35,000	
	2500-2600 · Employee Benefits	6	71,000	56,000	
	2650 · Temp Labor		1,000	1,000	
	Total Payroll Expenses		553,000	519,000	34,000
Operations:					
	3100 · Mortgage and Related Costs		-	-	
	3090 · Common Area Maintenance/Assoc Dues		9,000	9,000	
	3110 · Janitorial/Maintenance		3,800	3,000	
	3200 · Utilities		4,000	3,600	
	3300 · Telephone		6,500	6,200	
	3990 · Property Tax		6,000	5,000	
	3155 · Office Supplies		16,000	16,000	
	3400 · Insurance-Liability/D&O		6,500	6,500	
	3600 · Postage and Delivery		1,000	1,000	
	3700 · Accounting and Payroll		3,000	3,000	
	3810 · Dues and Subscriptions		6,500	6,500	
	3820 · Legal and Professional	7	10,000	3,500	
	3831 · Expense Reimbursement-Travel		8,000	9,500	
	3832 · Expense Reimbursement-Meals		9,500	8,500	
	3850 · Audit Fee		7,000	6,500	
	3900 · City of Roseville Admin Fee		2,500	2,300	
	Total Operations		99,300	90,100	9,200
	Total Expenses		1,408,200	1,298,000	110,200
Revenue Over Operating Expense			2,418,167	1,255,000	1,163,167
Special Projects:					
	4850 · Long Field Complex		-	-	
	4880 · Major Projects		850,000	800,000	
	4851 · Loan to PVSC Long Field Project		-	-	
	4853 · Fairgrounds	8	500,000	-	
	4855 · Major Projects Rollover 2016	2	210,000	-	
	Total Special Projects		1,560,000	800,000	760,000
Grand Total Expense			2,968,200	2,098,000	870,200
Revenue Over Entire Expense			858,167	455,000	403,167



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PLACER VALLEY TOURISM

Budget 2017

Footnotes:

1	Revenue assumption is 455,794 rooms nights at \$6.50; 151,956 room nights at \$4.25 totaling \$3,608,367 reflecting assessment increase on three quarters. A modest 1% increase from 2016 projections. 2016 was a great year but one hotel was closed for renovations for nine months and several hotels had rooms out of service due to renovations with shorter period of time.
2	The Whitney Project is not expected to be finished until early 2017 so dollars have been rolled over from the 2016 budget.
3	Event Development has been increased \$20k to allow for opportunities to secure more events for need periods.
4	A major overhaul of our website is planned in 2017.
5	Budget increase reflects the overages in 2016 Budget as well as to seek other promotional opportunities for the hotel economic impact message.
6	Most of the increase is associated with the new event service coordinator position not being filled until April 2016 and staff wage increases. Benefits increases are due to the event service coordinator and office manager not being eligible for insurance until May 2016 and rate increases of 10%.
7	An increase in legal expenses in 2017 to modify TBID's management district plan is anticipated.
8	These funds would be used to continue the development of plans and agreements for the Fairground/Event Center Project.
9	This will go into our savings to the start the new complex or would be available for bond repayment if we are that far along in 2017.



COUNCIL COMMUNICATION

CC #: 8245

File #: 0704

Title:	Interim Joint Use of Outdoor Facilities at Sargeant Elementary School - Memorandum of Understanding
Contact:	Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 2/1/2017

Item #: 6.17.

RECOMMENDATION TO COUNCIL

Approve the Memorandum of Understanding for interim joint use of outdoor facilities at Sargeant Elementary School/Dietrich Park between the City and Roseville City School District (RCSD) and authorize the City Manager to execute said agreement on behalf of the City of Roseville.

BACKGROUND

In 2015 RCSD informed the City of plans to fence school sites for added security of the student population during school hours. At that time, plans were not fully defined.

In late summer 2016, the fences were installed and gates were discovered to be locked. Through discussions, the District agreed to keep the gates unlocked during the school week and lock the gates at sunset. The District locked the gates over the weekend.

The Memorandum of Understanding allows for the manual locking/unlocking of a gate at Sargeant Elementary School/Dietrich Park using a combination of District/City staff and a security company. The City agrees to unlock one gate on Saturday, Sunday and holiday mornings during routine maintenance of the park and a security company, already under City contract to lock park restrooms, will lock the gate on Saturday, Sunday and holiday evenings. In turn, the District agrees to unlock the gate after school and lock the gate at sunset on weekdays. The costs associated with the third party security firm will be evenly split between the District and City.

Discussions between the District and the City are on-going and include a comprehensive review of all the joint use agreements. This includes fourteen separate agreements plus a master agreement that currently exist. An effort is underway to create one consistent joint use agreement that would apply to all sites.

Joint use school/park sites have been a goal outlined in our city's general plan and implemented for the past twenty years or more. Planning of these joint campuses have provided complimentary amenities that also produce a public benefit for the community. One example of such coordinated

planning efforts include off-street parking which adds more available spaces for school use during the day and for sports events in a park in the evenings and weekends.

Duplication of recreation amenities are also considered in the planning process. For example, if a school has multiple basketball courts, the park traditionally would not install a redundant amenity.

Joint use also includes use of indoor and outdoor facilities, where City programs are offered using the classrooms, gymnasiums and/or multi-purpose rooms during non-school hours. Conversely, school physical education classes and recess occurs on parkland during school hours. By coordinating planning efforts, we avoid duplication of features, stretch budgets to accommodate more variety in amenities and expand recreational opportunities for the entire community.

The Memorandum of Understanding is intended to be an interim agreement until a revised joint use master agreement has been developed and agreed upon or until June 30, 2017, whichever is sooner.

FISCAL IMPACT

The total cost to add the locking of the gate is \$140.00 per month plus \$18.00 each holiday. Funding for the security company shall be split evenly between the District and City, making the City share \$70.00 +/- per month. During this short term period, the Department will absorb the added cost through the operations budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 1506(b)(3)). The approval and execution of the Memorandum of Understanding will not alter existing site conditions.

Respectfully Submitted,

Tara Gee, Park Planning & Development Superintendent

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-47

Sargeant MOU

RESOLUTION NO. 17-47

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

WHEREAS, a Memorandum of Understanding for Interim Joint Use of Outdoor Facilities at Sargeant Elementary School, between the City of Roseville and Roseville City School District, has been reviewed by the City Council;

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

MEMORANDUM OF UNDERSTANDING FOR INTERIM JOINT USE OF
OUTDOOR FACILITIES AT SARGEANT ELEMENTARY SCHOOL

This Memorandum of Understanding ("MOU") is made and entered into this ____ day of _____, 2017, by and between the City of Roseville, a municipal corporation ("CITY"), and the Roseville City School District, a California public school district ("DISTRICT"). The City and the District are together referred to in this Agreement as "The Parties."

W I T N E S S E T H:

WHEREAS, the Parties agree it is in the public interest that the recreational and educational facilities of public agencies be put to the fullest possible use; and

WHEREAS, California Education Code Sections 10900, et seq., empower District and City to cooperate with each other and enter into agreements for the purposes of organizing, promoting, and conducting programs for community recreation; establishing a system of playgrounds and recreation; and acquiring, constructing, improving, maintaining, and operating recreational centers.; and

WHEREAS, the parties are operating under a current joint use agreement for City-administered use of outdoor facilities at Sargeant Elementary School ("Sargeant") owned and operated by District and located adjacent to a City run, but District owned Dietrich Park; and

WHEREAS, the parties intend to explore entering into updated joint use agreement(s) in the future for the City's use of outdoor facilities at Sargeant and other District school sites; and

WHEREAS, the parties desire to enter into this MOU as an interim agreement for the City's unsupervised public use of outdoor facilities at Sargeant until such time as an updated joint use agreement may be entered into by the Parties;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

1. Outdoor Facility Use. DISTRICT grants CITY the right to use the Sargeant Elementary School outdoor facilities ("Facility") for unsupervised public use on weekday evenings, weekends, and holidays that do not conflict with a school sponsored activity.

- a. DISTRICT agrees to provide public access to the Facility via the locking gate adjacent to Dietrich Park.
- b. DISTRICT agrees to unlock the gate after school and lock the gate at sundown on weekdays.
 - i. The CITY agrees to unlock one gate at Facility on Saturday, Sunday and holiday mornings.
 - ii. The CITY agrees to contract with a third party security company to lock the one gate at Facility on Saturday, Sunday, and holiday evenings.
 - iii. The DISTRICT and CITY agree to evenly split the costs associated with 1(b)(ii) above.

2. Maintenance and Repair.

a. DISTRICT shall pay the costs for minor repairs or replacement of minor items related to the field use at the Facility. If a major repair or replacement is needed to ensure public safety or usability, DISTRICT and CITY agree to discuss and negotiate a resolution for repair or replacement.

3. Cleaning and Damage. If vandalism or damage occurs to the school facilities during CITY's use, CITY will pay to repair or replace the item(s) to DISTRICT standards. It is CITY'S responsibility to reimburse DISTRICT for expenses incurred for repair or replacement of school facilities damaged during use by CITY.

4. Dangerous Conditions. Either party shall report to the other party any defects or dangerous conditions in the playing fields at Facility within twenty-four (24) hours of discovery. In addition, repair, replacement, or protection of property shall be immediately addressed either on a temporary or permanent basis by the party discovering the hazard.

5. Indemnification. Each party shall defend, indemnify and save and hold harmless from liability the other party, its officers, agents, representatives, employees, or volunteers while

acting as such from all damages, claims, losses, or expenses which any of them shall become obligated to pay by reason of any liability imposed by law because of damage to property or injury or death of any person received or suffered by reason of operation by each party of its own program or activity upon the other's property, specifically including the City's unsupervised public use as referenced in the above recitals, save and except such matters which arise from either party's sole active negligence. The parties intend that this provision shall be broadly construed. The defense and indemnification obligations set forth herein shall survive the termination of this MOU.

6. Insurance. Each party shall procure and maintain a policy of liability insurance or establish a self-insurance program in the manner provided by law. Each party agrees to maintain either minimum limits of \$1,000,000 general liability insurance per occurrence or adequate reserves for self-insurance, during the life of this MOU. Each party also agrees to maintain statutory required workers' compensation insurance for their respective employees.

7. Termination. This MOU shall continue in full force and effect until June 30, 2017, or until a revised joint use agreement for Sargeant is entered into, whichever occurs first. This MOU may be cancelled or extended by mutual agreement of the parties in writing.

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 DISTRICT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

ROSEVILLE CITY SCHOOL DISTRICT,
a California public school district

BY: _____
ROB JENSEN
City Manager

BY: _____
GARY MILLER
President, Board of Education

ATTEST:

BY: _____
DERK GARCIA
District Superintendent

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
DION LOUTHAN
Parks, Recreation & Libraries Director



COUNCIL COMMUNICATION

CC #: 8250
File #: 0503-02

Title: Conflict of Interest Disclosure Amendment
Contact: Audrey Byrnes 916-774-5268 abyernes@roseville.ca.us

Meeting Date: 2/1/2017
Item #: 6.18.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt Resolution updating the City of Roseville's Conflict of Interest Code to accurately reflect positions and disclosure requirements subject to the Code.

BACKGROUND

The Fair Political Practices Commission (FPPC) requires local government agencies to adopt and implement a conflict of interest code which establishes categories of public officials and employees who must disclose their personal financial interests. Annual filing of Statement of Economic Interests Form 700 enable the organization to identify areas of potential conflicts so that government officials and employees can refrain from making or participating in a government decision that has a reasonably foreseeable material financial effect on his or her personal interests. The California Government Code requires local agencies to annually review its Conflict of Interest Code to accurately reflect required filers of Form 700 as designated by the City Attorney. Council adopted the last update in February 2016.

FISCAL IMPACT

There is no fiscal impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The adoption of Fair Political Practices Commission regulations is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Audrey Byrnes, Assistant City Clerk

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-51

Appendix I

Appendix II

RESOLUTION NO. 17-51

READOPTING THE FAIR POLITICAL PRACTICES COMMISSION MODEL CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 16-38

WHEREAS, the Political Reform Act of 1974, as amended ("the Act", California Government Code §81000 et seq.) requires in Government Code §87300 that each agency subject to the Act, including the City of Roseville, adopt a local Conflict of Interest Code; and

WHEREAS, the Act provides in §87302 that each such local Conflict of Interest Code shall designate positions within each agency subject to the Code and further designate the types of reportable interests which must be disclosed by such designated employees; and

WHEREAS, the Fair Political Practices Commission in administering the Act has adopted a regulation (California Code of Regulations §18730) which permits agencies subject to the Act to adopt by reference a Model Conflict of Interest Code developed by the Fair Political Practices Commission; and

WHEREAS, any designated board or commission member or designated employee who fails to timely file a required statement of economic interest is subject to a fine in accordance with the provisions of the Political Reform Act of 1974, together with any other penal or remedial measure authorized by that Act; and

WHEREAS, when the board or commission member's failure to file persists for more than thirty (30) days after the final filing date, the City Clerk will forthwith notify the member that he or she is disqualified from any participation in the meetings or other activities of the board or commission, until the member both files the required statement of economic interests and pays any fines associated with the failure to file. If the member's failure to file and/or pay the associated fine persists for more than sixty (60) days after the final filing date, the member shall be removed from the board or commission by Council action; and

WHEREAS, by Resolution No. 16-38, the City of Roseville has previously adopted said Model Code; and

WHEREAS, the City Council now desires to readopt said Model Code to change the list of designated classifications and categories of disclosure required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that:

1. Pursuant to the provisions of California Government Code §87300 and the California Code of Regulations §18730, the Council hereby readopts the Model Conflict of Interest Code of the Fair Political Practices Commission, as such Code currently exists or may hereafter be amended, as the local Conflict of Interest Code of the City of Roseville ("the Code").
2. Said Code shall apply and be applicable to those persons in the classified or unclassified service of the City of Roseville as listed in Appendix "I", attached hereto. Each designated board or commission member or designated employee in each designated classification shall be assigned to a disclosure category also set forth in Appendix "I".
3. Each designated board or commission member or designated employee in each designated classification, as listed in Appendix "I", shall report as required by the Code, all reportable interests for his or her particular disclosure category as shown in Appendix "II", attached hereto and as required by the Code.

BE IT FURTHER RESOLVED, that each designated employee in the Code shall be required to comply with AB 1234 ethics training requirements and failure to comply may result in disciplinary action; and

BE IT FURTHER RESOLVED, that designated board and commission members shall be required to comply with AB 1234 ethics training requirements and failure to comply shall result in removal from the board or commission; and

BE IT FURTHER RESOLVED, that the City Clerk is directed to act as Filing Officer for all designated filers, and shall be responsible for the administration of the Conflict of Interest Code; and

BE IT FURTHER RESOLVED, that Resolution No. 16-38 (adopted February 17, 2016) is hereby repealed.

PASSED AND ADOPTED by the City Council of the City of Roseville, Placer County, California this _____ day of _____, 2017, by the following roll call:

AYES COUNCILMEMBERS

NOES COUNCILMEMBERS

ABSENT COUNCILMEMBERS

ATTEST:

MAYOR

CITY CLERK

APPENDIX I

CLASSIFICATION	DESIGNATED CATEGORY
Administrative Analyst	3
Alternative Transportation Analyst	3
Alternative Transportation Manager	2
Assistant City Attorney	1
Assistant City Clerk	3
Assistant City Manager	1
Assistant Electric Utility Director	1
Assistant Engineer	3
Assistant Environmental Utilities Director	1
Assistant Fire Chief	2
Assistant Human Resources Director	2
Assistant Planner	3
Assistant Police Chief	1
Associate Engineer	3
Associate Planner	3
Billing Services Manager	2
Boards & Commissions	1
•Economic Development Advisory Committee	
•Grants Advisory Commission	
•Public Utilities Commission	
•Successor Agency Oversight Board	
•Transportation Commission	
Budget Analyst	3
Budget Manager	2
Building Inspection Supervisor	2
Building Inspector	3
Building Official	2
Building Plans Examiner	3
Business Services Administrator	3
Business Systems Analyst	3
Buyer	3
Central Services Director	1
Chief Information Officer	1
City Clerk	1
City Engineer	2
City Librarian	2
Code Enforcement Inspector	3
Community Relations Analyst	3
Construction Inspection Supervisor	2
Construction Inspector	3
Controller	2
Crime Analyst	3
Database Analyst	3
Department Public Information Officer	3
Deputy City Attorney	1

Deputy City Manager	1
Development Analyst	3
Development Services Director	1
Development Services Manager	2
Economic Development Director	1
Economic Development Manager	3
Electric Business Analyst	3
Electric Compliance Analyst	3
Electric Operations Manager	2
Electric Rates & Financial Administrator	3
Electric Regulatory Compliance Administrator	3
Electric Resources Analyst	3
Electric Retail Services Supervisor	3
Electric Risk Management Administrator	3
Electric Utility Director	1
EMS Quality Assurance Coordinator	3
Energy Services Account Representative	3
Engineering Manager	2
Environmental Coordinator	2
Environmental Utilities Business Services Administrator	3
Environmental Utilities Compliance Administrator	3
Environmental Utilities Director	1
Environmental Utilities Rate Analyst	3
Equipment Maintenance Supervisor	3
ERP Manager	3
Facilities Manager	3
Finance Director	1
Finance Manager	3
Finance Supervisor	3
Financial Analyst	3
Fire & Environmental Safety Inspector	3
Fire Battalion Chief	2
Fire Chief	1
Fire Division Chief	2
Fire Inspection Supervisor	2
Fire Inspector	3
Fleet Manager	3
GIS Analyst	3
Government Relations Administrator	2
Housing Analyst	3
Housing Manager	3
Housing Supervisor	3
Human Resources Analyst	3
Human Resources Director	1
Human Resources Manager	3
Information Security Administrator	3
Interpretive Services Supervisor	3
IT Analyst	3
IT Division Manager	2
IT Programs Manager	2
Key Accounts Representative	3

Management Analyst	3
Mapping Supervisor	3
Marketing & Communications Analyst	3
Open Space Superintendent	3
Park Development Analyst	3
Park Planning & Development Superintendent	3
Parks, Recreation & Libraries Business Administrator	3
Parks, Recreation & Libraries Director	1
Parks Superintendent	3
Permits Analyst	3
Planning Manager	2
Planning Systems Analyst	3
Police Captain	2
Police Chief	1
Police Lieutenant	2
Police Services Administrator	3
Police Social Services Administrator	3
Power Engineer	3
Power Engineering Manager	2
Power Generation Superintendent	3
Power Plant Engineer	3
Power Plant Operations & Maintenance Supervisor	3
Power Supply & Portfolio Administrator	3
Principal Engineer	2
Principal Planner	2
Project Coordinator	3
Project Planner	3
Public Affairs & Communications Administrator	2
Public Affairs & Communications Director	1
Public Information Officer	2
Public Works Director	1
Purchasing and Warehouse Manager	2
Recreation Manager	2
Recreation Superintendent	3
Refuse Superintendent	3
Refuse and Stormwater Manager	2
Risk Manager	3
Roseville Community Development Corporation – CEO	1
Senior Building Inspector	3
Senior Building Plans Examiner	3
Senior Business Systems Analyst	3
Senior Buyer	3
Senior Code Enforcement Inspector	3
Senior Construction Inspector	3
Senior Database Analyst	3
Senior Deputy City Attorney	1
Senior Electric Business Analyst	3
Senior Engineer	2
Senior Human Resources Analyst	3
Senior IT Analyst	3
Senior Planner	2

Senior Power Engineer	3
Streets Maintenance Superintendent	3
Wastewater Treatment Plant Chief Operator	3
Wastewater Utility Manager	2
Water Quality Lab Supervisor	3
Water Treatment Plant Chief Operator	3
Water Utility Manager	2
Consultants	*
* To be determined on a case by case basis by the City Manager	

APPENDIX II

The types of economic interests that must be reported for each category are listed in the following chart. Letter designations of reportable interests correspond to applicable reporting schedules for Form 700.

Schedule	Category 1	Category 2	Category 3
A-1 Investments (less than 10% ownership)	x	x	
A-2 Investments (greater than 10% ownership)	x	x	
B Real Property	x	x	x
C Income, Loans, and Business Positions	x		
D Income – Gift	x	x	x
E Income – Travel Payments	x	x	

Disclosure Categories

There are three (3) disclosure categories for designated employees listed in Appendix I. Classification within one of the three categories is based upon the category descriptions as follows:

Category 1

Employees with a high level of decision-making authority. This category includes department heads and those employees in secondary levels of management involved in the land use, development, or contracting processes. Also included are selected employees with substantial responsibility in the area of construction of public facilities such as buildings and roads or employees involved in a broad spectrum of activities.

Category 2

Employees involved in the land use, development, or contracting processes who are not listed in Category 1 but provide significant services in the form of analysis and advice to decision makers.

Category 3

Employees generally uninvolved in the land use, development, or contracting processes but who provide significant services in the form of analysis and advice to decision makers.



COUNCIL COMMUNICATION

CC #: 8251
File #: 0800-05

Title: Digital Orthophotography
Contact: Marc Ball 916-774-5146 mball@roseville.ca.us

Meeting Date: 2/1/2017
Item #: 6.19.

RECOMMENDATION TO COUNCIL

Staff recommends Council approve a professional service agreement with Geophex, Ltd. to provide digital orthophotography services at a cost of \$21,582. The total project cost is included in the Public Works, Environmental Utilities, and Electric Department FY2016/17 operating budgets.

BACKGROUND

The City was flown in 2003, 2005, 2007, 2011, 2013, and 2015 to collect high-resolution, digital aerial photography. The photography to be flown in 2017 will be used along with that flown in previous years to document changes and growth of the City over time.

The City announced an informal RFQ communication to potential bidders to solicit quotes to collect aerial photography of the City and create digital orthophotography. Three qualified responses were received from the City's informal RFQ. Geophex, Ltd. was selected as the vendor based on cost but also their project understanding, and project methodology.

FISCAL IMPACT

The total amount of \$21,582 is included in the Public Works, Environmental Utilities, and Electric Department FY2016/17 operating budgets.

ECONOMIC DEVELOPMENT / JOBS CREATED

There is no applicable economic development or job creation from this purchase order.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a

direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15060(c)(2). The digital orthophotography project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Marc Ball, Senior Technology Analyst

Hong Sae, Chief Information Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-52

PSA 2017 Digital Orthophotography

RESOLUTION NO. 17-52

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE
CITY OF ROSEVILLE AND GEOPHEX, LTD., AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for the 2017 Digital Orthophotography project, by and between the City of Roseville and Geophex, Ltd., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: 2017 Digital Orthophotography

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

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of orthophotography services;
and

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this
reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be
compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "A". Total compensation shall not exceed twenty one thousand, five hundred eighty two dollars (\$21,582.00).

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

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

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

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

COVERAGE

LIMITS OF LIABILITY

Workers' Compensation

Statutory

Commercial General Liability

\$1,000,000 each occurrence

\$2,000,000 aggregate

Personal Injury:

\$1,000,000 each occurrence

\$2,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

Professional Liability (errors and omissions)

\$1,000,000 per claim

\$2,000,000 aggregate

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

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

Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

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

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

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

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

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

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

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

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

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

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

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

12. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or

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

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

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

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

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

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

CITY OF ROSEVILLE

Hong Sae
Chief Information Officer
316 Vernon Street
Roseville, CA 95678

CONSULTANT

Andrew Dawson
Geophex Ltd., General Manager
605 Mercury Street
Raleigh, NC 27603

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

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has executed this Agreement in duplicate by its City Manager and CONSULTANT has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

GEOPHLEX, LTD., a North Carolina
corporation

BY: _____
ROB JENSEN
City Manager

BY:  _____
its: President

and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO SUBSTANCE:

BY: _____
HONG SAE
Chief Information Officer

EXHIBIT “A”



COUNCIL COMMUNICATION

CC #: 8260

File #: 0113092

Title: Community Development Block Grant Agreement Amendment

Contact: Danielle Foster 916-774-5446 dfoster@roseville.ca.us
Marisol Parks 916-774-5451 parksmarisol@roseville.ca.us

Meeting Date: 2/1/2017

Item #: 6.20.

RECOMMENDATION TO COUNCIL

This item is requesting the City Council's approval to amend and execute the agreement between the City of Roseville and Advocates for Mentally Ill Housing, Inc. (AMIH) to increase the funding for rehabilitation of one of AMIH's transitional homes in Roseville. The redistribution of the \$25,000 increase is from Community Development Block Grant (CDBG) funding, an annual source of federal funding that is available for projects that address the needs of low and moderate income individuals and areas within the community. This project request does not impact the General Fund.

BACKGROUND

AMIH was awarded \$134,809 in CDBG grant funds in FY2015-2016 to assist in the purchase of 1112 William Way, which is used as transitional housing to provide supported housing for independent individuals with mental illness. The home houses Roseville residents, who are homeless or at-risk of homelessness, have little or no income and have a mental illness. Subsequent to AMIH's purchase of the property, this project site was awarded \$50,000 in CDBG funds in FY2016-17 to assist in the rehabilitation of this property. While AMIH originally requested \$75,000 for this rehabilitation work, only \$50,000 of CDBG funding was previously available to the project. In order to complete the full scope of work for the rehab and based on the updated availability of funding, staff is recommending the award of this additional \$25,000. The inclusion of these additional funds, allows AMIH to complete the full scope of its rehabilitation of the home, including: install of a new roof, solar, new flooring, new fencing, and a patio cover. Since Council's approval in May 2016, staff has identified this use of funds to be more beneficial to the community and available projects. Use of these funds in this project also aides in the City's timely use of funds, consistent with federal requirements of the program.

FISCAL IMPACT

CDBG grant funds are allocated to the City of Roseville as an entitlement community jurisdiction from the federal Housing and Urban Development Department (HUD). There is not impact to the

general fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

The Council of Economic Advisers (CEA) a three-member council that analyzes and interprets economic developments and advises the White House on national economic policy, purports that total employment not only includes direct and indirect jobs, but also induced jobs. CEA estimates that total employment is increased by one job-year (one job for one year) for every \$92,000 in direct government spending. As a result of expending an additional \$25,000 and the original \$50,000 for the rehab project, staff calculates this will create .82 job-years.

ENVIRONMENTAL REVIEW

The proposed project involved the repair and maintenance of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required. This project has also been reviewed under federal NEPA Guidelines, consistent with CDBG requirements.

Respectfully Submitted,

Marisol Parks, Housing Analyst

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-59

CDBG Agreement Amendment with AMIH

RESOLUTION NO. 17-59

APPROVING A FIRST AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ADVOCATES FOR THE MENTALLY ILL HOUSING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Community Development Block Grant Agreement, by and between the City of Roseville and Advocates for the Mentally Ill Housing, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**

THIS FIRST AMENDMENT TO COMMUNITY BLOCK GRANT AGREEMENT, is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Advocates for the Mentally Ill Housing, Inc., a California nonprofit corporation ("SUBGRANTEE"); and

W I T N E S S E T H:

WHEREAS, CITY and SUBGRANTEE previously entered into an Agreement dated November 22, 2016 ("Agreement") regarding CITY's allocation of Community Development Block Grant ("CDBG") funds to SUBGRANTEE for the rehabilitation of transitional housing home; and

WHEREAS, CITY desires to amend the Agreement to include additional funds for services pursuant to SUBGRANTEE's request; and

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 1 of the Agreement is amended to read as follows:

"CITY hereby authorizes a grant to SUBRECIPIENT in the amount of seventy-five thousand dollars (\$75,000). The grant shall be payable on a reimbursement basis after execution of this Agreement."

2. Exhibit A-1 to the Agreement is amended as attached hereto.

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 Community Development Block 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 SUBGRANTEE has caused this First Amendment to Community Development Block Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

ADVOCATES FOR THE MENTALLY
ILL HOUSING, INC., a California
nonprofit corporation

BY: George Palma
its: President

and

BY: Tom Drake
its: SECRETARY

APPROVED AS TO SUBSTANCE:

BY: 
CHRIS ROBLES
Economic Development Director

EXHIBIT “A-1”

SCOPE OF SERVICES

Agency Name: Advocates for Mentally Ill Housing, Inc.

Program Title: Rehabilitation

Amount of Request: \$75,000

Amount of Award: \$75,000

Number of Persons/Households Estimated to Be Assisted: 25 Persons

Description of Eligible Activities funded by Grant: CDBG funds will be used to assist in the rehabilitation of the transitional housing home in Roseville. The home is located at 1112 William Way. It is a 4 bed, 2 bath home that was leased since August 2010 and purchased in November 2015. The rehab will help reduce the costs of utilities and repairs, so that the home can remain affordable as a transitional housing program for years to come.

The home is for Roseville residents who are homeless or at risk of homelessness, have little or no income, and have a mental illness. This home provides temporary rent and utility assistance, case management, supportive services, groceries, and transportation for our residents. Residents may reside in the home for up to six months.

The funds requested will be used to:

1. Install solar in the home. This will reduce energy costs by approximately \$2,500 per year.
2. Install a new roof. The current roof will need to be replaced within the next 5 years. Our contractors are recommending that we replace the roof at the same time solar is installed.
3. Install new flooring. We would like to replace the carpet throughout the home with laminate floors for long term sustainability. The current carpet floors are 8-10 years old.
4. Install new fencing. The fences need to be replaced as they continuously fall down in inclement weather.
5. Install a patio cover. Currently there is not a covered patio area for residents to use in the back yard during bad weather.



COUNCIL COMMUNICATION

CC #: 8263
File #: 0709-05

Title: Housing Authority & City Council - Affirmatively Furthering Fair Housing Analysis
Memorandum of Understanding
Contact: Danielle Foster 916-774-5446 dfoster@roseville.ca.us

Meeting Date: 2/1/2017
Item #: 6.21.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council and the Housing Authority Board adopt the attached resolution authorizing each of its official representatives to execute the enclosed multi-jurisdictional Memorandum of Understanding (MOU) to hire the necessary consultant for the completion of a regional AFFH Analysis.

BACKGROUND

As a condition of the receipt of various federal grants, including CDBG HCV funding, through the U.S. Department of Housing and Urban Development (HUD), regulations require the submittal of a long-range plan (Five-Year Consolidated Plan) every five years that analyzes local needs and outlines how needs will be met over the upcoming plan period with identified projects and programs. As part of this long-range plan, an analysis is completed on local impediments to fair housing, as the locality is expected to work at reducing these barriers, to the extent feasible. On July 16, 2015, HUD adopted an updated regulation that changed the fair housing analysis requirements and expanded the required review to a broader, more regional scope.

Now called the Affirmatively Furthering Fair Housing (AFFH) analysis, staff is recommending to partner with the cities of Citrus Heights, Davis, Elk Grove, Folsom, Rancho Cordova, Rocklin, Sacramento, West Sacramento, and Woodland, the County of Sacramento, and the Yolo County Housing Authority to complete a regional AFFH analysis. Completing the analysis with these other parties both increases cost efficiencies of the analysis and is more favorable to HUD's review process since the scope of the analysis will be regional throughout Placer, Sacramento, and Yolo counties. The MOU identifies Roseville as the lead Agency based on its due date of the next AFFH. The Sacramento Housing and Redevelopment Agency (SHRA) will administer the MOU based on its size and resources, but all partner localities have an equal voice in MOU discussions and actions.

In addition to the data that will be compiled by the regional consultant, who is proposed to be hired through the collaborative under this MOU, city staff will be conducting significant public outreach in support of this analysis and the next long-range plan. Data from the consultant and supplemented by staff, with public outreach and feedback will all be used in the creation of the Affirmatively

Furthering Fair Housing Analysis that will be finalized for submittal to HUD by fall 2019.

FISCAL IMPACT

The cost to the City will not exceed \$8,160, or 5.44% of the \$150,000 maximum project cost. This expense will be paid from existing Community Development Block Grant (CDBG) and Housing Choice Voucher (HCV) program budgets of the Housing Division. There will not be any impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Estimates of total employment created can be based on expenditure data, consistent with guidance from the Council of Economic Advisers (CEA). Total employment not only includes direct and indirect jobs, but also induced jobs. CEA estimates that total employment is increased by one job-year for every \$92,000 in direct government spending. Therefore, this project has the potential to generate 1.63 job years within the region with the total expenditure of these funds by the City of Roseville and the entirety of the regional partnership.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Danielle Foster, Housing Manager

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-61

Memorandum of Understanding for AFFH Analysis

MOU Exhibit A - Analysis Consultant Request for Proposals

CITY COUNCIL AND
HOUSING AUTHORITY
OF THE CITY OF ROSEVILLE

JOINT RESOLUTION NO. 17-61

APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE, THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY, THE CITY OF CITRUS HEIGHTS, THE CITY OF DAVIS, THE CITY OF ELK GROVE, THE CITY OF RANCHO CORDOVA, THE CITY OF ROCKLIN, THE CITY OF WEST SACRAMENTO, THE CITY OF WOODLAND, THE ROSEVILLE HOUSING AUTHORITY, AND THE HOUSING AUTHORITY OF THE COUNTY OF YOLO, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Memorandum of Understanding for the completion of a regional Affirmatively Furthering Fair Housing Analysis, between the City of Roseville, the Sacramento Housing and Redevelopment Agency, the City of Citrus Heights, the City of Davis, the City of Elk Grove, the City of Rancho Cordova, the City of Rocklin, the City of West Sacramento, the City of Woodland, the Roseville Housing Authority, and the Housing Authority of the County of Yolo, has been reviewed by the City Council and Housing Authority;

NOW, THEREFORE, THE CITY COUNCIL AND HOUSING AUTHORITY OF THE CITY OF ROSEVILLE DOES HEREBY RESOLVE that said memorandum of agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville and the Executive Director is authorized to execute if on behalf of the Housing Authority.

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

AYES COUNCIL MEMBER / AUTHORITY MEMBERS:

NOES COUNCIL MEMBER / AUTHORITY MEMBERS:

ABSENT COUNCIL MEMBER / AUTHORITY MEMBERS:

Mayor & Chair

ATTEST:

City Clerk & Secretary

AGREEMENT AMONG THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY, THE CITY OF CITRUS HEIGHTS, THE CITY OF DAVIS, THE CITY OF ELK GROVE, THE CITY OF RANCHO CORDOVA, THE CITY OF ROCKLIN, THE CITY OF ROSEVILLE, THE CITY OF WEST SACRAMENTO, THE CITY OF WOODLAND, THE ROSEVILLE HOUSING AUTHORITY, AND THE HOUSING AUTHORITY OF THE COUNTY OF YOLO FOR COST-SHARING THE FEES TO CONDUCT AN ASSESSMENT OF FAIR HOUSING

This Agreement ("Agreement") is made and entered into as of this 14th day of December, 2016, by and among the Sacramento Housing and Redevelopment Agency and its constituent entities ("SHRA"), a joint powers authority of the City of Sacramento and County of Sacramento; the City of Citrus Heights ("Citrus Heights"), a municipal corporation; the City of Davis ("Davis"), a municipal corporation; the City of Elk Grove ("Elk Grove"), a municipal corporation; the City of Rancho Cordova ("Rancho Cordova"), a municipal corporation; the City of Rocklin ("Rocklin"), a municipal corporation; the City of Roseville ("Roseville"), a municipal corporation; the City of West Sacramento ("West Sacramento"), a municipal corporation; the City of Woodland ("Woodland"), a municipal corporation; the Roseville Housing Authority, a public body corporate and politic; and the Housing Authority of the County of Yolo, a public body corporate and politic (collectively, the "Parties" and individually, "Party").

RECITALS

WHEREAS, the members of the joint powers authority include the City and County of Sacramento Housing Authorities and SHRA;

WHEREAS, SHRA, on behalf of its constituent entities, has served as the public entity designated to efficiently administer CDBG, HOME Investment Partnership Program ("HOME"), Housing Opportunities for Persons with AIDS/HIV ("HOPWA") and the Emergency Solutions Grant ("ESG") Consolidated Plan funding originating from HUD on behalf of the City of Sacramento and the County of Sacramento;

WHEREAS, the Parties are Consolidated Plan entitlement grantees of Community Development Block Grant ("CDBG") funding and/or public housing authorities authorized by the U.S. Department of Housing and Urban Development ("HUD");

WHEREAS, SHRA is a Consolidated Plan entitlement grantee with a program year start date of January 1, and for which the next 5-year Consolidated Plan cycle will begin in 2018;

WHEREAS, Citrus Heights is a Consolidated Plan entitlement grantee with a program year start date of January 1, and for which the next 5-year Consolidated Plan cycle will begin in 2020;

WHEREAS, Davis is a Consolidated Plan entitlement grantee with a program year start date of July 1, and for which the next 5-year Consolidated Plan cycle will begin in 2020;

WHEREAS, Elk Grove is a Consolidated Plan entitlement grantee with a program year start date of July 1, and for which the next 5-year Consolidated Plan cycle will begin in 2018;

WHEREAS, Rancho Cordova is a Consolidated Plan entitlement grantee with a program year start date of July 1, and for which the next 5-year Consolidated Plan cycle will begin in 2020;

WHEREAS, Rocklin is a Consolidated Plan entitlement grantee with a program year start date of July 1, and for which the next 5-year Consolidated Plan cycle will begin in 2017;

WHEREAS, Roseville is a Consolidated Plan entitlement grantee with a program year start date of July 1, and for which the next 5-year Consolidated Plan cycle will begin in 2020;

WHEREAS, West Sacramento is a Consolidated Plan entitlement grantee with a program year start date of July 1, and for which the next 5-year Consolidated Plan cycle will begin in 2020;

WHEREAS, Woodland is a Consolidated Plan entitlement grantee with a program year start date of July 1, and for which the next 5-year Consolidated Plan cycle will begin in 2020;

WHEREAS, the Roseville Housing Authority is a public housing authority with a fiscal year beginning date of July 1, and for which the next 5-year Public Housing Authority Plan will begin in 2020;

WHEREAS, the Housing Authority of the County of Yolo is a public housing authority with a fiscal year beginning date of July 1, and for which the next 5-year Public Housing Authority Plan will begin in 2020;

WHEREAS, HUD requires that jurisdictions receiving CDBG funds take actions to “affirmatively further fair housing,” including, but not limited to, identifying and taking action to address factors of housing discrimination;

WHEREAS, in July 2015, HUD published the Final Rule for Affirmatively Furthering Fair Housing, which created a standardized process for fair housing planning, called the Assessment of Fair Housing (“AFH”);

WHEREAS, preparation of the AFH requires identification of determinants influencing segregation, concentration of poverty, and disparate access to housing and community assets, as well as development of priorities and goals related to fair housing and mitigation of the aforementioned determinants;

WHEREAS, HUD has strongly encouraged regional cooperation in the development of the AFH;

WHEREAS, the Parties identified an opportunity to increase competition and cost-effectiveness by cooperating to complete an AFH covering the entirety of Sacramento County, along with urbanized portions of Placer County and Yolo County;

WHEREAS, the Parties plan to release a joint Request for Proposals entitled “Consulting Services for Preparation of an Assessment of Fair Housing” or similar (“RFP”) to solicit a consultant to prepare the AFH, a copy of which is attached hereto and incorporated herein by reference as Exhibit A;

WHEREAS, the Parties will mutually benefit from the joint effort to complete the AFH (“Project”); and,

WHEREAS, the Parties desire to enter into this Agreement based on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises made by the Parties contained herein, the Parties agree as follows:

1. **LEAD ENTITY**

Roseville shall serve as the lead entity (“Lead Entity”) in performance of this Agreement.

2. **PROGRAM YEAR/FISCAL YEAR ALIGNMENT**

The Parties are aware of the requirement to align their Consolidated Plan program year start dates and/or Public Housing Authority (PHA) Plan fiscal year beginning dates in accordance with the regulations at 24 CFR 91.10 and 24 CFR 903. The Parties represent that they have discussed this issue and determined that aligning program years is not practicable. The Parties agree that the AFH shall be submitted in accordance with the Lead Entity's Consolidated Plan program year start date.

3. **CONSOLIDATED PLAN/PHA PLAN CYCLE ALIGNMENT**

The Parties are aware of the requirement to align their Consolidated Plan and/or PHA Plan planning cycles in accordance with the regulations at 24 CFR 91.10 and 24 CFR 903. The Parties represent that they have discussed this issue and shall take the necessary steps to align their planning cycles within a six-month timeframe, as required to accommodate varying program year start dates. The Parties agree that the AFH shall be submitted in accordance with the Lead Entity's Consolidated Plan cycle.

4. **MANAGING AGENCY**

The Parties shall jointly select a responsible consultant ("Consultant") from among the responsive respondents to the RFP, or to subsequent solicitation efforts, if required.

SHRA shall serve as the managing agency ("Managing Agency") in the performance of this Agreement. Responsibilities of the Managing Agency shall include:

- A. Enter into a contract ("Contract") with the Consultant, with form of such Contract approved by all Parties prior to execution; at a minimum, the Contract shall include the Scope of Services set forth in the RFP and the indemnification set forth in the RFP. Any amendments to the Contract with the Consultant shall be reviewed and approved by the Parties prior to execution by the Managing Agency and Consultant.
- B. Serve as the primary contact between the Parties and the Consultant, including scheduling meetings and/or teleconferences, consolidating comments on the fair housing research, public outreach efforts, and/or AFH document and associated documents, and ensuring delivery of all items in compliance with the Contract and Scope of Work.
- C. Process and pay Consultant's invoices and provide adequate back-up documentation to the Parties for reimbursement; this process includes reviewing invoices and addressing any disputes.
- D. Submit a copy of this Agreement, and any subsequent amendments, to HUD.
- E. Submit the AFH on behalf of all the collaborating Parties.

5. **CONSULTANT'S SCOPE OF SERVICES**

The Consultant's Scope of Work shall be the "Scope of Work" included in the RFP (Exhibit A), or as further refined and approved in the Contract between the Managing Agency and the Consultant, subject to approval by the Parties.

6. **TERM OF AGREEMENT**

This Agreement shall be effective upon the signature of the last party to this Agreement and shall continue until all services provided for in this Agreement have been performed, unless earlier terminated pursuant to Section 11 of this Agreement.

7. **SCHEDULE FOR PERFORMANCE**

Consistent with the RFP, the Parties agree that time is of the essence and that services by the Consultant shall be undertaken and completed in accordance with the schedule of performance as follows:

- A. The Contract between the Managing Agency and the Consultant shall be entered into no later than March 31, 2017.
- B. Consultant shall provide Parties with an administrative draft of the AFH no later than April 1, 2019.
- C. Consultant shall provide Parties with a public review draft of the AFH no later than June 1, 2019.
- D. A final draft of the AFH shall be provided to all Parties no later than July 26, 2019.
- E. It is anticipated that all Parties will take the AFH to their governing bodies for adoption in September 2019.

Deviations from the time schedule prepared in cooperation with the Consultant as part of the Contract may be made only with the written approval of the Executive Director or City Manager for each Party, or his/her authorized representative.

8. **COST SHARING AND REIMBURSEMENT**

- A. The total project budget available for the project shall not exceed \$150,000.
- B. The Parties shall reimburse Managing Agency the sum of the invoice related to the cost of the AFH based on their proportionate share of the renter population in the areas covered by the AFH, as determined by the 2015 American Community Survey five-year estimates (Table B25008). Noted below is each jurisdiction's renter population and share:
 - 1) County of Sacramento – 274,710 or 34.68%
 - 2) City of Sacramento – 244,038 or 30.81%
 - 3) City of Citrus Heights – 38,942 or 4.92%
 - 4) City of Davis – 36,273 or 4.58%

- 5) City of Elk Grove – 47,316 or 5.97%
 - 6) City of Rancho Cordova – 30,684 or 3.87%
 - 7) City of Rocklin – 18,212 or 2.30%
 - 8) City of Roseville – 43,092 or 5.44%
 - 9) City of West Sacramento – 22,623 or 2.86%
 - 10) City of Woodland – 24,984 or 3.15%
 - 11) Roseville Housing Authority – share included in Roseville and Rocklin numbers
 - 12) Housing Authority of the County of Yolo – 11,252 or 1.42% (excludes Davis, West Sacramento, and Woodland units)
- C. The Parties shall reimburse the Managing Agency within sixty (60) calendar days after receipt of Managing Agency's invoice for reimbursement of costs.
- D. If Consultant's performance is not in conformity with the Scope of Work or Schedule of Performance, payments to the Consultant may be delayed or denied, unless otherwise agreed to by each Party in writing.
- E. If the work is halted at the request of any Party subject to the noticing guidelines set forth in Section 9 of this Agreement, the Managing Agency shall contact Consultant and indicate that Consultant should stop the terminating Party's work. Total compensation to the Consultant shall be based upon the proportion that the work performed bears to the total work required by this Agreement, subject to Section 8.

9. **NOTICES**

Any notice, demand, request, consent, or approval that any Party hereto may be, or is, required to give any other Party pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY:

Attn: Geoffrey Ross
Assistant Director - Dev and Federal Programs
Sacramento Housing and Redev. Agency
801 12th Street
Sacramento, CA 95814

Additional contact info:
Phone: 916-440-1357
Email: gross@shra.org

TO CITRUS HEIGHTS:

Attn: Katherine Cooley
Development Specialist II
City of Citrus Heights
7927 Auburn Boulevard
Citrus Heights, CA 95610

Additional contact info:
Phone: 916-727-4952
Email: kcooley@citrusheights.net

TO DAVIS:

Attn: Kelly Stachowicz
Assistance City Manager
City of Davis
23 Russell Boulevard
Davis, CA 95616

Additional contact info:
Phone: 530-757-5602
Email: kstachowicz@cityofdavis.org

TO ELK GROVE:

Attn: Sarah Bontrager
Housing and Public Services Manager
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

Additional contact info:
Phone: 916-627-3209
Email: sbontrager@elkgrovecity.org

TO RANCHO CORDOVA:

Attn: Peter Ibrahim
Housing and Neighborhood Dev. Specialist
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Additional contact info:
Phone: 916-851-8785
Email: pibrahim@cityofranchocordova.org

TO ROCKLIN:

Attn: Sarah Novo
Manager, Code Compliance & Housing Services
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

Additional contact info:
Phone: 916-625-5498
Email: sarah.novo@rocklin.ca.us

TO ROSEVILLE:

Attn: Danielle Foster
Housing Manager
City of Roseville
311 Vernon Street
Roseville, CA 95678

Additional contact info:
Phone: 916-774-5446
Email: dfoster@roseville.ca.us

TO WEST SACRAMENTO:

Attn: Louise Collis
Senior Program Manager
City of West Sacramento
1110 West Capitol Avenue, 3rd Floor
West Sacramento, CA 95691

Additional Contact info:
Phone: 916-617-4566
Email: louisec@cityofwestsacramento.org

TO WOODLAND:

Attn: Dan Sokolow
Senior Planner
City of Woodland
300 First Street
Woodland, CA 95695

Additional contact info:
Phone:
Email: dan.sokolow@cityofwoodland.org

TO ROSEVILLE HOUSING AUTHORITY:

Attn: Danielle Foster
Housing Manager
City of Roseville
311 Vernon Street
Roseville, CA 95678

Additional contact info:
Phone: 916-774-5446
Email: dfoster@roseville.ca.us

TO HOUSING AUTHORITY OF YOLO COUNTY:

Attn: Janis Holt
General Managing Director
Housing Authority of Yolo County
147 West Main Street
Woodland, CA 95695

Additional contact info:
Phone:
Email: jholt@ych.ca.gov

Any Party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the Parties, which shall be effective upon receipt.

10. **AMENDMENT AND WAIVER**

Amendments, changes, or modifications in the terms of this Agreement may be made at any time by mutual written agreement among all of the Parties hereto and shall be signed by the persons authorized to bind the Parties. Waiver by any Party of any default, breach, or condition of the Agreement shall not be construed as a waiver of any other default, breach, or condition, or any other right hereunder.

11. **TERMINATION**

- A. The Agreement may be terminated in its entirety, or limited in scope, by majority vote of the Parties, with or without cause.
- B. Any Party may withdraw from the Agreement, with or without cause, upon thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to withdraw.
- C. Upon termination and/or withdrawal, each Party shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

D. In the event of termination and/or withdrawal by any Party, the Managing Agency shall be compensated for work performed by Consultant through the date of termination, subject to the terms set forth herein.

E. The withdrawing Party shall promptly notify HUD of its withdrawal from this Agreement.

12. **COMPLIANCE WITH LAWS**

Each Party represents that it shall observe and comply with all applicable Federal, State, and local laws, regulations, and ordinances related to the performance of the Scope of Services.

13. **GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

14. **PERFORMANCE STANDARDS**

Each Party shall perform their respective services and obligations under this Agreement in accordance with the industry and/or professions standards applicable to the services.

15. **MUTUAL INDEMNIFICATION**

- A. Each Party shall defend, indemnify, and hold harmless SHRA, as the Managing Agency, and its Board, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of each Party's respective Councils, officers, directors, agents, employees, or volunteers. Nothing in this provision is intended to require any Party to defend, indemnify, and hold harmless the Consultant.
- B. SHRA shall defend, indemnify, and hold harmless each Party, their respective Councils, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of SHRA's Board, officers, directors, agents, employees, or volunteers.
- C. It is the intention of each Party that the provisions of this paragraph be interpreted to impose on each Party responsibility to the other Parties for the negligent or intentional acts and omissions of their respective officers, directors, agents, employees, volunteers, and Boards or Councils. It is also the intention of each Party that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and

each Party shall bear the proportionate cost of any damage attributable to the fault of that Party, its officers, directors, agents, employees, volunteers, and Board or Council.

16. **INSURANCE**

Each Party, at its sole cost and expense, shall carry insurance, or self-insure, that covers its activities in connection with this Agreement, and obtain, keep in force, and maintain insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each Party agrees to provide the other Parties with thirty (30) calendar days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverage. Managing Agency shall also provide Parties with proof of insurance for Consultant upon request.

17. **SUCCESSORS**

This Agreement shall bind the successors of each Party in the same manner as if they were expressly named.

18. **TIME**

Time is of the essence in this Agreement.

19. **INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by all of the Parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one Party on the basis that another Party prepared it.

20. **WAIVER**

A party's failure to act with respect to a breach by another Party does not waive its right to act with respect to subsequent or similar breaches. The failure of a Party to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

21. **DISPUTES**

In the event of any dispute arising out of or relating to the Agreement, the Parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude any Party's rights to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

22. **PRIOR AGREEMENTS**

This Agreement constitutes the entire agreement between the Parties regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between the Parties regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

23. **CONSULTANT'S AGREEMENT**

To the extent there is a conflict between this Agreement and the Contract between Managing Agency and Consultant, the Agreement with the Consultant controls, provided that all Parties have agreed to the form of that Contract as set forth in Section 4.A herein.

24. **RECITALS**

The above recitals are true and correct and are hereby incorporated by reference.

25. **DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts that shall each be deemed originals and, when taken together, shall constitute the Agreement. The Agreement shall be deemed executed when it has been signed by all Parties.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY,
a joint powers authority of the City of Sacramento
and the County of Sacramento

CITY OF CITRUS HEIGHTS,
a municipal corporation

By: _____
LaShelle Dozier
Executive Director

By: _____
Henry Tingle
City Manager

By: _____
Sarah Thomas, SHRA Assistant Director
Housing Choice Voucher Program

Attest: _____
Amy Van, City Clerk

Approved as to Form:

By: _____
MaryLiz Paulson, SHRA Assistant Director
Conventional Public Housing Director

By: _____
Ruthann Ziegler, City Attorney

Approved as to Form:

By: _____
David Levin, General Counsel

CITY OF DAVIS,
a municipal corporation

CITY OF ELK GROVE,
a municipal corporation

By: _____
Dirk Brazil
City Manager

By: _____
Laura S. Gill
City Manager

Attest: _____
Zoe Mirabile, City Clerk

Attest: _____
Jason Lindgren, City Clerk

Approved as to Form:

Approved as to Form:

By: _____
Harriet Steiner, City Attorney

By: _____
Jonathan P. Hobbs, City Attorney

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Cyrus Abhar
City Manager

Attest: _____
Mindy Cuppy, City Clerk

Approved as to Form:

By: _____
Adam U. Lindgren, City Attorney

CITY OF ROSEVILLE,
a municipal corporation

By: _____
Rob Jensen
City Manager

Attest: _____
Sonia Orozco, City Clerk

Approved as to Form:

By: _____
Robert R. Schmitt, City Attorney

CITY OF ROCKLIN,
a municipal corporation

By: _____
Ricky Horst,
City Manager

Attest: _____
Barbara Ivanusich, City Clerk

Approved as to Form:

By: _____
DeeAnne Gillick, Interim City Attorney

CITY OF WEST SACRAMENTO,
a municipal corporation

By: _____
Martin Tuttle,
City Manager

Attest: _____
Kryss Rankin, City Clerk

Approved as to Form:

By: _____
Jeffrey Mitchell, City Attorney

CITY OF WOODLAND,
a municipal corporation

ROSEVILLE HOUSING AUTHORITY,
a public housing authority

By: _____
Paul Navazio,
City Manager

By: _____
Chris Robles, Executive Director

Attest: _____
Ana B. Gonzalez, City Clerk

Attest: _____
Sonia Orozco, Secretary

Approved as to Form:

Approved as to Form:

By: _____
Kara K. Ueda, City Attorney

By: _____
Robert R. Schmitt, General Counsel

HOUSING AUTHORITY OF THE COUNTY OF YOLO,
a public housing authority

By: _____
Lisa A. Baker,
Chief Executive Officer

Attest: _____
Julie Dachtler, Clerk

Approved as to Form:

By: _____
Hope P. Welton, Agency Counsel

EXHIBIT A

**Request for Proposals: Consulting Services for Preparation of an Assessment of Fair
Housing**



INVESTING IN COMMUNITIES

A Joint Powers
Agency

MEMBERS

City of Sacramento

County of Sacramento

Housing Authority of the
City of Sacramento

Housing Authority of the
County of Sacramento

Sacramento Housing and Redevelopment Agency

Request for Proposals

Consulting Services for Regional Analysis – Affirmatively Furthering Fair Housing

RFP # 2016052-WW

Issued: December 6, 2016

Submittal Deadline

@ 2:00 PM – Thursday, February 2, 2017

Sacramento Housing and Redevelopment Agency
Procurement Services – 2nd Floor
801 12th Street
Sacramento, CA 95814

Copies of this RFP may be requested from:
Procurement Services
Sacramento Housing and Redevelopment Agency
801 12th Street
Sacramento, CA 95814
ps@shra.org
(916) 440-1378

CONSULTING SERVICES FOR REGIONAL ASSESSMENT OF FAIR HOUSING ANALYSIS
AFFIRMATIVELY FURTHERING FAIR HOUSING

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**CONSULTING SERVICES FOR REGIONAL ANALYSIS
AFFIRMATIVELY FURTHERING FAIR HOUSING**

INTRODUCTION

It is the intent of the Sacramento Housing and Redevelopment Agency (SHRA) and its constituent entities which include the Housing Authority of the City and County of Sacramento; the Cities of Sacramento, Folsom, Isleton, Galt, Citrus Heights, Rancho Cordova, Elk Grove, Davis, Rocklin, Roseville, Woodland, West Sacramento, Housing Authorities of Roseville/Rocklin and Yolo; and the unincorporated County of Sacramento (collectively known as Participating Agencies), to select a professional consulting firm to conduct public outreach and develop and write the Assessment of Fair Housing (AFH) regional analysis. The consulting firm selected will need to have proven expertise and understanding of the Fair Housing Act which requires the U.S. Department of Housing and Urban Development (HUD) to administer the Department's housing and urban development programs in a manner to "affirmatively further fair housing." HUD in large part carries out this obligation by requiring its grantees to affirmatively further fair housing through the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Emergency Solutions Grant (ESG), Housing Opportunities for Persons with AIDS (HOPWA) and Public Housing Authority (PHA) programs, and as one part of the Consolidated Plan (five-year planning document with performance measures reported annually), Annual Action Plan and the PHA Plan and Capital Fund Plan. HUD is committed to enforcing the federal Fair Housing Act and other civil rights laws with the fundamental goal of making housing opportunities available to all. It is the receipt of the federal funds that mandates this analysis and to assess bias in the housing market in general.

On July 16, 2015, HUD published the Final Rule for Affirmatively Furthering Fair Housing (AFFH). The AFFH rule establishes a process that the Participating Agencies must use to meet their long-standing obligations to affirmatively further fair housing. The AFFH rule creates a standardized process for fair housing planning that replaces the Analysis of Impediments (AI) requirements with the AFH. The AFH must be completed using an assessment tool provided by HUD, with the goal of identifying the following:

- 1) The primary determinants influencing conditions of segregation, concentrations of poverty, disparities in access to community assets, and disproportionate housing needs based on protected class, and the most significant determinates of these disparities.
- 2) Fair housing priorities and general goals and articulating a justification for the chosen prioritization.
- 3) One or more goal(s) for mitigating or addressing the determinants.

The AFH analysis will be utilized by each Participating Agency for its respective Consolidated and Annual Action Plans; and for the Housing Authority's PHA and Capital Fund Plans.

CONSULTING SERVICES FOR REGIONAL ANALYSIS
AFFIRMATIVELY FURTHERING FAIR HOUSING

The regional analysis area is defined as the incorporated cities of Sacramento, Folsom, Isleton, Galt, Citrus Heights, Rancho Cordova, Elk Grove, West Sacramento, Woodland, Davis, Rocklin and Roseville; and the Counties of Sacramento and Yolo.

SCOPE OF SERVICES

Given the newness of the publication of the AFFH, the Participating Agencies will be relying heavily on the expertise of the successful proposer in preparation of the AFH and have an expectation the successful proposer will bring adequate capacity and subject matter expertise to ensure proper completion of the AFH.

The consultant is expected to follow the AFH in the completion of the analysis with the caveat that ***SHRA and its Participating Agencies reserve the right to modify the selected consultant contract as necessary to ensure that the final product meets HUD mandates.***

The AFH is due no later than October 4, 2019 to HUD. Due to the Participating Agencies approval processes, the final product must be completed no later than Friday, July 26, 2019.

Community Outreach

The AFFH rule requires community participation, consultation, and coordination. The Participating Agencies recognize the value of community participation, local data, and local knowledge for the development of a successful Assessment of Fair Housing.

To ensure that the process is inclusionary; consultant shall describe detailed geographic outreach efforts and consultation methods in their proposal. As part of this proposal response, the consultant is to provide a map of the proposed geographic areas for outreach, and describe how it will coordinate and manage outreach materials (e.g., web page, online survey(s) and newsletters, frequently ask questions, meeting agendas, meeting summaries, flyers, fact sheets, etc.) and summarize outreach efforts; including positive and negative outcomes.

Examples of groups to be consulted include and may be expanded or reduced upon agreement of the Participating Agencies:

- Advocacy groups/organizations (i.e., affordable housing, homeless, persons with disabilities, social justice) that serve protected classes as well as low-income individuals and families
- Affordable housing developers operating in Participating Agencies' jurisdictions
- Banks and other financial institutions
- Cities of Citrus Heights, Davis, Elk Grove, Folsom, Galt, Isleton, Rancho Cordova, Rocklin, Roseville, Sacramento, West Sacramento, and Woodland
- Continuum of Care Advisory Boards
- County of Sacramento

**CONSULTING SERVICES FOR REGIONAL ANALYSIS
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- Educational institutions
- Fair housing organizations
- Housing Authorities of Roseville/Rocklin, Sacramento and Yolo; including Resident Advisory Boards (RABs)
- Neighborhood associations or groups/general public within SHRA and the Participating Agencies' jurisdictions (e.g., Marina Vista/Alder Grove)
- Others as identified by the Participating Agencies and/or the consultant
- Regional Transit; Participating Jurisdictions public transit organization
- Sacramento Area Council of Governments
- Sacramento Housing and Redevelopment Agency

Summary of Community Outreach Goal

The goal of each consultation is to share basic information on fair housing and community demographic research, collect information from attendees on fair housing challenges they see in the community, and identify opportunities and strategies to address challenges.

Public Hearings

At a minimum, the Consultant will attend one (1) public hearing for each Participating Agency:

- One (1) City of Citrus Heights
- One (1) City of Davis
- One (1) City of Elk Grove
- One (1) City of Rancho Cordova
- One (1) City of Roseville
- One (1) City of Sacramento (includes Housing Authority)
- One (1) City of West Sacramento
- One (1) City of Woodland/Yolo Housing Authority
- One (1) County of Sacramento (includes Housing Authority)
- One (1) Housing Authority of Roseville/Rocklin
- One (1) Town of Rocklin
- Others if determined necessary

Note the Cities of Folsom, Isleton and Galt have HUD Cooperation Agreements with SHRA and are known as Agreement Cities. These cities fall under SHRA's fair housing analysis and governing board adoption process. The Cities at their discretion may provide a workshop to their City Councils with receive and file reports. The Consultant may be requested to assist with the development of receive and file reports, or other document.

Assessment of Fair Housing Document

The consultant will review and format each chapter to ensure consistency.

CONSULTING SERVICES FOR REGIONAL ANALYSIS
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Based on the AFFH Guidebook posted on the HUD Exchange website, <https://www.hudexchange.info/resources/documents/AFFH-Rule-Guidebook.pdf>

The consultant shall prepare an AFH that includes, at a minimum, the following elements:

1. An analysis of data and other information that assesses, at a minimum, the following fair housing issues:
 - a. Integration and segregation patterns and trends based on race, color, religion, gender, sexual orientation, familial status, national origin, disability, and age in Sacramento and Yolo Counties, and the region near Rocklin and Roseville;
 - b. Racially or ethnically concentrated areas of poverty (R/ECAPs) in Sacramento and Yolo Counties, and the region near Rocklin and Roseville;
 - c. Significant disparities in access to opportunity for any protected class in the Sacramento and Yolo Counties, and the region near Rocklin and Roseville; and
 - d. Disproportionate housing needs for any protected class within Sacramento and Yolo Counties, and the region near Rocklin and Roseville.
2. A discussion of fair housing issues related to ordinances, zoning, publicly supported housing; homeless, disability and access; and fair housing enforcement, outreach capacity, and resources.
3. An identification of significant contributing factors for segregation, R/ECAPs (racially or ethnically concentrated areas of poverty), disparities in access to opportunity, and disproportionate housing needs, including the significant contributing factors that are related to publicly supported housing, disability and access issues, and fair housing enforcement, outreach capacity, and resources.
4. An assessment of the Participating Agencies' past and current fair housing-related goals and actions, including an analysis of efforts made by nonprofit agencies on behalf of the Participating Agencies.
5. A prioritization of the contributing factors identified for each fair housing issue and a justification for the prioritization. In prioritizing such factors, consultant shall work with Participating Agencies to give highest priority to those factors that limit or deny fair housing choice of access to opportunity, or negatively impact fair housing or civil rights compliance.

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6. To overcome the effects of the identified contributing factors and related fair housing issues, the consultant will work with the Participating Agencies to include a description of how the regional and local goals will overcome the contributing factor(s) and related fair housing issue(s). Each goal will include an identification of the metrics and milestones for determining what fair housing results will be achieved, the timeframes for achieving them, and the responsible entity or entities.
7. The Participating Agencies may elect to utilize local data and maps; consultant to discuss how it proposes to integrate local data and maps with HUD provided data and maps.

Deliverables

The consultant shall provide the following deliverables:

- A complete AFH that meets the requirements of HUD's AFFH rule. Should HUD not approve the AFH document, the consultant **must** bring the document to an acceptable level within the HUD designated time frame. The consultant will review and revise the narratives to ensure the document is consistent and will format each chapter/section of the AFH.
- Electronic monthly reports, memoranda, agendas, addendums, etc.;
- Electronic public notices, (published by consultant) in newspapers of general circulation (including non-English papers);

Electronic presentation materials for English and non-English speakers (including information packets, surveys, questionnaires or similar) community outreach efforts and public hearings if requested by one and/or more of the Participating Agencies; materials may need to be made available in other formats (e.g. braille) upon request.

- Electronic summary of consultations done outside of formal meetings within thirty (30) days after each meeting;
- Electronic formalized notes from and/or descriptive narrative of events within thirty (30) days after each meeting or event;
- Electronic copies of written public comments, summaries of verbal comments, and responses;
- One (1) electronic, print-ready copy of the final AFH document (including indexes, tables, attachments, source documentation and data, etc.) and all back-up materials;

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- One (1) paper copy of the final AFH document (including indexes, tables, attachments, source documentation and data, etc.) for each Participating Agency, if requested;
- Any other materials that is substantially relevant to the development process;
- Assist developing and uploading outreach materials to Regional AFFH website (for English and non-English speakers); and
- Develop and conduct online (for English and non-English speakers); need for mailed survey will be discussed with selected consultant.

DEADLINES

The AFH is to be submitted to HUD no later than October 4, 2019. Final administrative draft is due to SHRA and the Participating Agencies no later than May 1, 2019 with a public review draft out for public comment no later than June 1, 2019. Document must be completed by Friday, Friday, July 26, 2019 as it is the intent of SHRA and the Participating Agencies to present the AFH to their respective governing bodies for adoption in September 2019. The selected consultant must be prepared to have staff available to attend multiple, in-person community and governing board meetings. SHRA will submit the final, adopted document to HUD using HUD's on-line reporting tool. SHRA may request assistance from the Consultant with on-line submittal.

SECTION 3 REQUIREMENTS

SHRA and its Participating Agencies highly encourage participation by local qualified firms and organizations in all aspects of contracting. SHRA does not maintain a list of Section 3 businesses. SHRA and the Participating Agencies actively encourage participation of Small Business Enterprises (SBE), Minority and Women Owned Business Enterprises (M/WBE), and Section 3 businesses in all aspects of contracting. During the term of this contract, should the selected firm (Consultant) have the need to hire new employees, to the greatest extent feasible, Consultant has the responsibility of demonstrating its efforts to hire Section 3 residents to fill those needs. The contract resulting from this solicitation is subject to Section 3 requirements.

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3), requires SHRA and its Participating Agencies to ensure that employment and other economic and business opportunities are directed to public housing residents and other low-income persons, to the greatest extent feasible; particularly recipients of government housing

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assistance, and business concerns that provide economic opportunities to low- and very low-income persons (Section 3 Residents).

Outlined below are minimum requirements to be met by the selected firm and any subcontractor(s) performing work under this contract. The minimum requirements are triggered by federal regulations and SHRA policy and require active involvement by the selected firm and any subcontractor in soliciting local employees and contractors. Specifically, Section 3 of the Housing and Urban Development Act of 1968 as amended (12U.S.C. 1701u) and SHRA policy requires, to the greatest extent feasible, that employment and contracting opportunities be provided to Section 3 Residents and Section 3 Businesses.

SECTION 3 EMPLOYMENT GOALS		
Who Must Comply	Area of Focus	Goal
Contractors	New Hires and Trainees	30% of new hires
Any Tier Subcontractors	New Hires and Trainees	30% of new hires

SECTION 3 SUB-CONTRACTING GOALS		
Who Must Comply	Area of Focus	Goal
Building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction	Subcontract Awards	At least 10 percent of the total dollar amount of all contracts
Any Tier Subcontractors	Subcontract Awards	At least 10 percent of the total dollar amount of all contracts
All other Section 3 covered contracts		At least three (3) percent of the total dollar amount

CONSULTING SERVICES FOR REGIONAL ANALYSIS
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Definitions

Employment Opportunity

Any job opening arising from SHRA contracts/projects, to include permanent, temporary or seasonal employment opportunities, including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities (construction mgr., relocation specialist, payroll clerk, etc.)

New Hire

An individual that is not employed by the consultant prior to the time the contract is executed (hired to specifically perform work on this project). New hires and jobs created (both union and nonunion) include all job openings and vacancies created (as a result of a project funded by SHRA.

Section 3 Resident

- (1) Public housing resident
- (2) Person who lives within the boundaries of the County of Sacramento who is considered to be a low- to very-low income person (having a household income that falls below HUD's income limits). HUD income limits are provided below.

Review the chart below, and match your household size (including yourself) with the **maximum** household income before taking this employment opportunity.

HUD INCOME LIMITS – 2016								
Number in Household	1	2	3	4	5	6	7	8
Maximum Household Income	\$38,850	\$44,400	\$49,950	\$55,500	\$59,950	\$64,400	\$68,850	\$73,300

For example, if the applicant's household size is 3 and the total annual household income was \$34,500, the applicant would fall within the income limits of the chart. From the chart above, the income was below the maximum for a family of 3 (\$49, 950).

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If the applicant's total household income is within the limits of the chart, that person is considered a Section 3 Resident.

Section 3 Business

- (1) 51% or more owned by Section 3 residents; or
- (2) Employs Section 3 residents for at least 30% of its full- time, permanent staff; or
- (3) Provides evidence of a commitment to subcontract to Section 3 business concerns, with 25% or more of the dollar amount of the awarded contract to businesses that meet the qualifications set forth in items (1) or (2) above.

Section 3 Covered Contract

A contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project.

Section 3 Covered Project

The construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint), and other public construction which includes buildings or improvements (regardless of ownership) assisted with Housing or Community Development assistance or SHRA funds.

CONTRACT

It is the intent of SHRA and its Participating Agencies to award one contract to one firm for these services. Prospective firms are advised to review the contract agreement and attachments before submitting their proposals. A sample contract and attachments are provided as Attachment A of this RFP document.

INSURANCE REQUIREMENTS

During the term of the contract, the selected Consultant shall maintain the following insurance coverage from insurance providers licensed to do business in California and having a Best's rating of at least A-VII, or a rating of such other service as SHRA and its Participating Agencies, at its sole discretion, shall require. The same insurance requirements apply to any and all subcontractors the selected Consultant may employ.

1. Commercial General Liability – A policy of comprehensive general liability insurance which shall include, without limitation, coverage for contractual liability, public liability and

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property damage, written for not less than \$1,000,000 per occurrence for all covered losses and \$2,000,000 general aggregate and having a deductible of Twenty-five Thousand Dollars (\$25,000) or less.

2. Automobile Liability – If motor vehicles are used in performing services in connection with this contract, a policy of automobile liability insurance written for not less than the liability coverage stated. For owned, nonowned and hired autos, written for not less than \$300,000 or more of automobile liability coverage having a deductible of Five Thousand Dollars (\$5,000) or less.
3. Workers Compensation – A state approved Workers Compensation and Employers Liability Insurance policy providing benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease, which covers all employees of the consultant and each and every subcontractor.

All of the insurance policies, except the workers compensation policy, shall name the "Sacramento Housing and Redevelopment Agency and its constituent entities as well as each Participating Agency," the cities of Sacramento, Citrus Heights, Davis, Elk Grove, Rancho Cordova, Rocklin, Roseville, West Sacramento, Woodland, and the Roseville Housing Authority and Yolo County Housing Authority, and the County of Sacramento as an additional insureds. All insurance certificates and the underlying policies shall each contain a provision stating that coverages afforded under the policies can only be cancelled after thirty (30) days prior written notice has been given to SHRA and its Participating Agencies of the pending cancellation and within ten (10) days for non-payment. A current certificate of insurance shall be maintained at the Procurement Services Division office, 801 12th Street, Sacramento, CA. 95814, during the term of the contract.

NO EXCEPTIONS: all of the insurance requirements listed above must be met prior to the selected Consultant being awarded a contract for the services requested in this RFP. The selected consultant may request a waiver from the SHRA and its Participating Agencies' Legal Departments for some of the insurance requirements; however, should the request be denied no contract will be awarded.

CONSULTING SERVICES FOR REGIONAL ANALYSIS
AFFIRMATIVELY FURTHERING FAIR HOUSING

SUBMISSION PROCEDURES, REQUIREMENTS AND SELECTION PROCESS

Contact

Questions concerning the Scope of Services are to be directed in writing to:

Celia Yniguez
cyinguez@shra.org

Questions concerning the submittal procedures, requirements and selection procedures are to be directed in writing to:

Wayne Whitley
wwhitley@shra.org

Written replies to all inquiries will be furnished to all firms that have requested the RFP document from Procurement Services. SHRA will not be responsible for oral or other explanations / interpretations of the RFP document or procedures. If it becomes necessary to revise any part of this RFP, an addendum to the RFP will be issued to all firms that have received the RFP document.

Do not contact other SHRA employees or Selection Committee members regarding this project or the selection procedures. SHRA will not be responsible for oral or other explanations / interpretations of the RFP document or procedures.

Time and Place for Submission of Proposals

Firms interested in providing the requested services shall closely examine the specific submittal requirements and questions below, and submit one hard copy and one USB drive (no CDs) of their proposals to:

Sacramento Housing and Redevelopment Agency
Attn: Wayne Whitley – RFP # 2016052-WW
801-12th Street
Sacramento, CA 95814

All submissions must be received no later than 2:00 P.M. on Thursday, February 2, 2017. If the submission is late or lacking in the number of copies required, that firm may be eliminated from consideration. Postmarks, e-mails, and faxed proposals will not be accepted.

After selection and execution of the contracts all information and materials provided in each submittal received is subject to disclosure through a Public Records Request pursuant to the California Public Records Act.

CONSULTING SERVICES FOR REGIONAL ANALYSIS
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Proposal Format

The one Proposal is to be bound, single sided standard sized (8.5" x 11") pages. Brevity is encouraged; however, be sure to fully address each item listed below as part of your RFP submittal. To facilitate review by the Selection Committee, please submit information in accordance with the following format, identifying each item, in order, by the appropriate number. Number each page.

The total allowable length of all submission materials may not exceed 30 single sided standard sized (8.5" x 11") pages; exclusive of your cover letter, sample Assessment of Fair Housing (AFH) or Analysis of Impediments (AI) to Fair Housing Choice and any folder or cover. A sample AI is acceptable as it is acknowledged that the AFH is a new requirement / format.

1. A cover letter introducing your firm, its location, history and experience and executed by an authorized signatory of the firm.
2. Provide your organization's DUNS number.
3. Provide a list of all key team members and brief resumes, highlighting their previous experience on similar projects. Please identify and provide contact information for the person that will be the Participating Agencies' designated point of contact for this project. If you intend to employ any sub-contractors or sub-consultants, provide their business name, office location, history and experience relevant to this project.
4. Provide examples and brief descriptions of projects your firm and team members have been involved with, demonstrating experience with developing and writing AFH and/or AI documents.
5. Describe your methodology for managing a complex project, controlling costs, meeting the project's timeframe, and achieving goals in a cooperative, timely and cost effective manner.
6. Provide a proposed scope of work and project time-lines for this project, showing deliverables and review periods.
7. Provide a map of the consultant team's proposed outreach by geographical areas.
8. Describe proposed jurisdictional outreach coordination, and proposed management of outreach materials (e.g., web page, online survey(s) and newsletters, frequently ask questions, meeting agendas, meeting summaries, flyers, fact sheets, etc.).

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9. Described your methodology on summarizing outreach efforts (e.g., what worked, what did not).
10. As a work sample, provide an AI or AFH your firm has recently completed (does not count towards page limit requirement).
11. Provide a detailed fee proposal, along with a schedule of hourly rates for all staff that may participate in this project.
12. Provide three (3) client references, with emphasis on similar projects, including the name of the organization, contact person, address, and telephone number. At the discretion of the Selection Committee the references may be contacted.

Selection Process

1. Based upon information provided during this process, the Selection Committee will select the most qualified firms for the qualified lists.
2. A Selection Committee will be established according to SHRA policy, and will include at a minimum one representative each from each Participating Agency. Members of the Selection Committee will be provided copies of each submittal received. Each member will evaluate each submittal individually.
3. In order of priority, the written submittals will be evaluated based upon the following:
 - Experience with similar projects – 30 percent
 - Experience of key team members - 25 percent
 - Approach to managing the project and methodologies- 20 percent
 - Proposed scope of work & time-lines – 15 percent
 - Proposed fees -10 percent
4. Review of the submittals will follow the submittal deadline. It is anticipated that the Selection Committee will rank the firms and make the final selection directly from the written proposals. However, SHRA and the Participating Agencies reserve the right to request clarifications or additional information from any or all firms. Additionally, if deemed necessary and at the sole discretion of the Selection Committee, oral interviews will be scheduled at a later date and final selection made after the interviews.
5. The Selection Committee intends to select the applicant which the Selection Committee determines to be the most responsive to the requirements of the RFP and who can accomplish the requirements set forth in this RFP in a manner which is overall most advantageous to the Participating Agencies.

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6. Should any offeror wish to protest the final selection, they shall have ten (10) calendar days after the date of the selection letter to submit to SHRA a written protest. The written protest shall be full and complete; specifying in detail the grounds of the protest and the facts supporting the protest or it will not be considered. Any offeror who has a legitimate protest must provide evidence that the awarded offeror is not qualified. Protest letters are to be sent to:

Sacramento Housing and Redevelopment Agency
Attn: Procurement Services Supervisor
801 12TH Street, 2ND Floor
Sacramento, CA 95814

All protests shall be resolved in accordance with SHRA's protest policy and procedures, copies of which are maintained at SHRA and available upon request.

Award of Contract

Following final selection, a contract will be negotiated with the top ranked firm. If SHRA and its Participating Agencies are unable to negotiate a satisfactory agreement with the top ranked firm, it will undertake negotiations with the next ranked firm, and so on, until a satisfactory agreement is reached. Award of a contract may be subject to approval of the Participating Agency's governing boards and/or councils. A Sample Contract is provided as Attachment A. Prospective firms are advised to review the contract, all of the provisions and attachments to the contract before submitting their proposals.

Rights, Options, and Policies

1. The Participating Agencies reserve the right to decide that one firm is more responsive than the others and to select after review of the written submittals only.
2. The Participating Agencies reserve the right to reject any and all submissions, request additional information, amend the project schedule, or issue additional requirements throughout the selection process. It is the responsibility of the contractor to verify that all necessary information is submitted by the due date. The Participating Agencies shall be the sole judge of the immaterial inconsistencies, and its decision shall be final.
3. The Participating Agencies reserve the right to modify any portion, postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason. No submission documents will be returned.

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4. The Participating Agencies reserve the right to reject individual team members, firms, and request substitution without indicating any reason prior to contract award.
5. The Participating Agencies highly encourage participation by local qualified firms and contractors in all aspects of consultant contracting unless the project requires unusual or highly specialized services.
6. The Participating Agencies actively encourage participation of small, minority and women owned business enterprises in all aspects of contracting.
7. No compensation is offered for any work related to this selection process. Submissions are entirely voluntary. All original documents including electronic files become the property of the Participating Agencies. If any submission is late or incomplete in any way, that team will be eliminated from consideration.
8. In accordance with federal and state laws, the Participating Agencies do not discriminate on the basis of race, color, national origin, gender, sexual orientation, religion, age, veteran's status or disability in the provision of services.
9. Procured consultants / contractors will not be considered the Participating Agencies personnel and shall in no way be considered an employment relationship, a partnership or joint venture between the consultant and the Participating Agencies and the Participating Agencies assume that a consultant's proposal of certain personnel to be a statement of their availability to do the work.
10. The Participating Agencies reserve the right to select more than one respondent, to select a respondent(s) for specific purposes or for any combination of specific purposes, and to defer the selection of any respondent(s) to a time of the Participating Agencies' choosing.

CONSULTING SERVICES FOR REGIONAL ANALYSIS
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ATTACHMENT A – SAMPLE CONTRACT

**Attachment A
Sample Contract**



**CONTRACT
For
[insert title and it must match authority]**

Effective Date:	
-----------------	--

AS OF THE ABOVE-WRITTEN "EFFECTIVE DATE", AND IN CONSIDERATION OF THEIR MUTUAL OBLIGATIONS, THE AGENCY AND CONTRACTOR (DEFINED BELOW) ENTER INTO THIS "CONTRACT" AND AGREE AS FOLLOWS:

1. "Agency" is/are the following selected agency/agencies, which are public bodies, corporate and politic, and which has/have the address of 801 12th Street, Sacramento, California 95814:

SELECT	AGENCY	
	☐ Housing Authority of the City of Sacramento	☐ Housing Authority of the County of Sacramento
	☐ Sacramento Housing and Redevelopment Agency	

2. "Contractor" and Contractor's name and address for its principal place of business are the following:

Name	
Address	

Contractor is the following legal entity (select one):

☐ Sole Proprietor/Individual(s)	☐ Corporation	☐ Nonprofit Corporation	☐ General Partnership
☐ Limited Liability Company	☐ Limited Partnership	☐ Limited Liability Partnership	☐ Other: Local Government

Contractor is organized in (select one):

☐ California	
☐ in the following state and is licensed to do its business in California	

3. "Funding Source" is the source of funding that the Agency is using to pay the Contract payments. Contractor must comply with each and every requirement of the Funding Source. Agency will cooperate with Contractor in determining the applicable requirements of the Funding Source. The Funding Source is :

Funding Source	CFDA#	Award #	Award Year	Jurisdiction	Amount
				☐ Federal ☐ State ☐ Local	
				☐ Federal ☐ State ☐ Local	
				☐ Federal ☐ State ☐ Local	

Attachment A – Sample Contract

4. “Attachments” for this Contract are the following, which are incorporated in this Contract as if included in full in the body of this document:

ATTACHMENT NO. CHECK APPLICABLE BOX	DESCRIPTION OF ATTACHMENT (Attachments marked N/A or stricken are not included)
	Contract Provisions (This Contract is <i>invalid</i> without the Contract Provisions attachment)
☐ yes #__ ☐ no	Federal Requirements
☐ yes #__ ☐ no	CDBG and Other Federal Requirements
☐ yes #__ ☐ no	Payments
☐ yes #__ ☐ no	General Conditions for Limited Construction Work (If this Contract is for construction work, it is invalid without the General Conditions for Limited Construction Work attached.)
☐ yes #__ ☐ no	Attachment for Architectural Services (If this Contract is for architectural services, it is <i>invalid</i> without the Attachment for Architectural Services attached.)
☐ yes #__ ☐ no	Personal Identifying Information Attachment
☐ yes #__ ☐ no	Conflict of Interest Form
☐ yes #__ ☐ no	Other Request for Proposal

Unless expressly stated otherwise, the Attachments shall supersede any provisions of this Contract with which they conflict.

5. “Scope of Work” for this Contract is the following [This contract is invalid unless this section is completed. In addition to the Scope of Work here, there may be a detailed Scope of Work attached if that attachment is written by the Agency and the attachment must be in the same form as the following table, including all categories and tasks.]:

“PERFORMING PARTY”	“TASK/OBLIGATION”:	“DEADLINE”
Contractor	<i>Scope of work or summary of scope of work</i> Scope of Work will be developed from the RFP.	
Contractor	“COMPLETION DATE”: The date for completion of all of Contractor’s Tasks/Obligations under this Contract	
Contractor	“BILLING DATE”: Contractor must submit the final bill for all work under this Contract. Agency will not pay bills submitted after the Billing Date	
Agency	“FINAL DATE”: Agency must make final payment for all bills submitted in accordance with the terms of this Contract.	

6. “Contract Price” is the maximum amount that the Agency is required to pay Contractor under this Contract. The Contract Price for this Contract is the following:

CONTRACT PRICE	

Attachment A – Sample Contract

7. “Payment Schedule” for this Contract, by which schedule Agency must make payments under this Contract, is following:

SELECT ONE	DATE, TIME PERIOD OR PERFORMANCE TO BE COMPLETED AS CONDITION OF PAYMENT (Only one payment schedule is selected, the others not selected included):		MAXIMUM AMOUNT OF PERIODIC PAYMENT:
	Monthly payments, Payable	Date	Amount
	In the amounts and on the dates stated in Attachment ____ Payment		Stated in attachment
	According to the following Schedule of Tasks, periodic payment upon Contractor’s completion of each respective task:		
			Amount
	As billed by Contractor, for work actually performed and services actually provided		According to the fees and rates stated in Attachment ____ Payment
	Allowed Reimbursable Expenses		Maximum Amount
			\$

Contractor shall not be reimbursed for expenses that are not specifically included in the Payment Schedule. Notwithstanding any other provision, reimbursable travel expenses shall not exceed the rates allowed by the Internal Revenue Service Standard Mileage Reimbursement and shall not include expenses for travel within Sacramento County. Notwithstanding any other provision, reimbursable expenses shall not include any pro-rated overhead costs and expenses, facsimile or telecopier charges, copying costs (unless extraordinary and approved in advance by the Agency), courier charges, local and long distance telephone charges, and ordinary office and business supplies.

8. “Special Provisions” are the following provisions or additional recitals, which are a part of the contract only if approved by Agency counsel as indicated by the accompanying initials.

SPECIAL PROVISION	AGENCY COUNSEL
Contract must be approved by City Council /Boards of Participating Agencies	

THIS CONTRACT IS EXECUTED in Sacramento, California as of the date first above written.

AGENCY:
By:

CONTRACTOR:
By:

Name:	La Shelle Dozier	Name:	
Title:	Executive Director	Title:	
		Tax ID Number:	

☐ Contractor must file a Conflict of Interest Statement with the Agency Clerk, unless this box is checked by the Agency signatory indicating that the Contractor is excluded from filing under the Agency Conflict of Interest Code.

Attachment A – Sample Contract

CERTIFICATION OF AUTHORITY

I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute the attached document for Contractor in the capacity I have stated, and that such execution is sufficient to bind the Contractor. Executed in _____, California, on _____.

Contractor's Signatory

Attachment A – Sample Contract**Attachment 1
Contract Provisions**

1. **CONTRACT CONTENTS, PRECEDENCE AND DEFINITIONS.** This Contract consists of this Contract document and all of the Attachments named in this Contract. Except for matters required by law or expressly stated otherwise, the provisions of the attachments supersede any provisions of the body of this Contract with which they conflict. Unless otherwise defined in this Attachment 1, capitalized terms shall have the definitions stated in this Contract.

2. **SCOPE OF WORK.** Notwithstanding the wording of the Scope of Work, unless a Task/Obligation is expressly described in the Scope of Work as one that is not mandatory, each Task/Obligation described in the Scope of Work is the mandatory obligation of the Performing Party, and it must be completed on or before its respective Deadline. As the context indicates the Task/Obligation must be performed at or delivered to the Location stated in the Scope of Work.

3. **CONTRACT TERM AND TIME OF PERFORMANCE.** The “Contract Term” shall begin on the date of this Contract and shall end at 5:00 p.m. on the Final Date or upon completion of all services, whichever shall first occur. The Final Date is the date for completion of all obligations of the parties under this Contract.

a) Certain of the Contract requirements, as expressly stated in this Contract, shall survive the completion or termination of this Contract.

b) The Contractor acknowledges that Contractor is not entitled to compensation for any work done or costs incurred prior to the date of this Contract or subsequent to the Completion Date. This contract cannot be revived, amended or extended by agreement made after the Final Date.

4. **COMPENSATION, REIMBURSEMENT AND METHOD OF PAYMENT.** Notwithstanding any other provision of this Contract, the parties agree that the total compensation and reimbursement for all services and expenses required during the term of this Contract shall not exceed the Contract Price. Agency shall pay the Contractor in the amounts and at the times specified in the Payment Schedule. Agency is not obligated to make any payment under this Contract for work Contractor has not yet performed or goods not delivered. Agency is not obligated to make any payment under this Contract for so long as Contractor is in material default of this Contract. Except as specified in writing in this Contract, Agency is not obligated or liable under this Contract to any party other than the Contractor.

5. **INSURANCE COVERAGE REQUIREMENTS.** During the Contract Term, Contractor must maintain the following insurance coverage from insurance providers licensed to do business in California and having an industry rating that is reasonably acceptable to Agency. Failure to maintain the required insurance is a material breach of this Contract. Before beginning any work under this Contract, Contractor must provide Agency with certificates of insurance or copies of the insurance policies demonstrating the required coverage, and the required endorsements naming Agency and its constituent entities, the cities of Sacramento, Citrus Heights, Davis, Elk Grove, Rancho Cordova, Rocklin, Roseville, West Sacramento, Woodland, and the Roseville Housing Authority and Yolo County Housing Authority, and the Counties of Sacramento and Yolo as an additional insured. Contractor must assure that such certificates and endorsements are in a form reasonably acceptable to the Agency and reflect fulfillment of all of the requirements of this Contract. Contractor must assure that the coverage afforded under the policies can only be canceled after thirty (30) days prior written notice to the Agency of the pending cancellation. Contractor must mark such notice to the attention of the Agency’s Procurement Services Office at the following address:

SACRAMENTO HOUSING & REDEVELOPMENT AGENCY
801 12th Street – Procurement Services (PS)
Sacramento, California 95814

a) The required insurance coverage is the following: (i) Two Million Dollars (\$2,000,000) or more of comprehensive general liability coverage including, without limitation, coverage for contractual liability, public liability and property damage and having a deductible of Twenty-five Thousand Dollars (\$25,000) or less; (ii) if motor vehicles are used in connection with this Contract, Three Hundred Thousand Dollars (\$300,000) or more of automobile liability coverage having a deductible of Five Thousand Dollars (\$5,000) or less; and statutory limits or more of workers compensation coverage for all employees of Contractor and all others doing Contract work. The policies shall be endorsed to name the Agency as an additional insured. The insurance afforded to such additional

Attachment A – Sample Contract

insured shall apply to the fullest extent permitted by law and shall be at least as broad as as the afforded to the named insured.

b) Cancellation: Contractor will provide the Agency with the cancellation clause and/or any amendatory endorsements that modify or change the policy cancellation clause of the insurance policies in force. It is the Contractor's responsibility to notify the Agency of any notice of cancellation, non-renewal or non-payment of premium in accordance with your policy provisions. In the event insurance is cancelled or not renewed, the Contractor shall notify the Agency within forty eight **(48)** hours of such cancellation or non-renewal.

_____ **Contractor's Initials**

c) Contractor is in material breach of this Contract for so long as Contractor fails to maintain all of the required insurance. Agency has the right, but not the obligation, to pay any delinquent insurance premiums and any other charges to reinstate or maintain the required insurance policies and coverage. Upon Agency's demand, Contractor must immediately reimburse Agency for any and all costs incurred by Agency in so obtaining or maintaining insurance. If Agency does incur such costs, Agency shall have the right to withhold such amount from any payment due to Contractor under this Contract and to reduce the compensation payable to Contractor under this Contract by such amount.

6. BILLING PROCEDURES AND CONDITIONS. Agency must make the payments due under this Contract, as provided in Part I, subject to the following provisions.

a) Agency must pay the Contract Price to Contractor for performance of Contractor's obligations under this Agreement, or so much of the Contract Price as may be due for services actually performed and materials actually supplied by Contractor under this Contract. Agency must make such payments within thirty (30) days following delivery by Contractor to Agency of invoices stating the amount then due and specifying the services performed for which payment is due. Agency is not required to make such payment more frequently than specified as the Time for Payment. Contractor will not be paid for expenses or overhead as separate items of cost unless such items are specifically listed in the Payment Schedule, and then not to exceed the amounts so provided. In any event, Agency is not required to pay Contractor a total amount for goods, services and expenses which exceed the Contract Price.

b) Contractor may make requests for payment, after the Completion Date and through the Billing Date, for services performed or materials provided to the Contract work on or before the Completion Date. The Agency shall make payments due under this Contract on or before the Final Date.

c) As a condition for payment, Contractor must submit billing statements, in duplicate, not less than ten (10) business days before the date of a requested payment. Such billing statements shall specify the dates on which the work was performed; the nature of the work performed; the percentage of the total work performed; the name of the individual performing each element of the work; the respective hourly billing rates; a list of all expenses for which reimbursement is sought; and the requested payment date.

d) Within ten (10) days following a written request received from Agency, Contractor must provide a bill to Agency for all work done as of the request date. Agency is entitled to make similar requests at intervals of not less than thirty (30) days following the initial request.

7. INDEMNIFICATION. Except to extent of active negligence, willful misconduct or gross negligence on the part of Agency, Contractor shall indemnify, save harmless and defend, to the fullest extent permitted by law, the Housing Authority of the City of Sacramento, the Housing Authority of the County of Sacramento, the Roseville Housing Authority, Yolo County Housing Authority, the Sacramento Housing and Redevelopment Agency, the Cities of Sacramento, Citrus Heights, Davis, Elk Grove, Rancho Cordova, Rocklin, Roseville, West Sacramento, Woodland, and the Counties of Sacramento and Yolo, their respective officers, directors, commissioners, advisory committee members, agents, and employees from liability, claims, demands, attorney's fees or litigation and related costs, including without limitation, court costs and investigator, witness, arbitrator and mediator fees, for any injury or damages to persons or property resulting from Contractor's prosecution of work under the Contract, or otherwise related to this Contract, whether caused, in whole or part, by an intentional act, negligent act or omission by Contractor, its officers, employees, or agents.

Attachment A – Sample Contract

8. **NO WAIVER OF RIGHTS AND REMEDIES.** Agency's failure, at any time, to object to any breach of covenant or obligation, to any failure of performance, or to any other default on the part of the Contractor shall not constitute a continuing waiver of subsequent breaches or defaults. Agency's making of any payment to the Contractor shall not, under any circumstances, be considered as a waiver by Agency. Agency's making of any payment while any breach or default by Contractor exists shall in no way impair any right or remedy available to Agency related to such breach or default, including without limitation, the right to withhold future payments.

9. **HIRING OF OTHERS.** Unless consultants, specialists, experts or other third parties are listed in the Scope of Work, Contractor must not employ any of them or incur any obligation to pay any of them for services performed under this Contract without the prior written approval of Agency. Agency's written approval shall not create any obligation of the Agency with regard to any such third party. Contractor has no authority to, and must not purport to, employ, hire or contract with any such third party as agent of the Agency or otherwise on behalf of Agency.

10. **TERMINATION OF CONTRACT FOR CAUSE.** If either party fails to fulfill its obligations under this Contract in a timely and proper manner or violates any of the covenants, agreements, or stipulations of this Contract, and if such failure or violation is material and substantial, the other party shall have the right to terminate this Contract by written notice to the defaulting party.

a) If Contractor defaults and Agency terminates the Contract, all finished or unfinished work, products, documents, electronic media, data, studies, artwork, renderings, models, software programs, and reports prepared by Contractor under this Contract shall, at the option of Agency, become property of the Agency, upon payment to Contractor of just and equitable compensation for such work which is completed and which is reasonably satisfactory to Agency. Agency's exercise of its option to own such properties does not relieve Contractor of liability to Agency for damages on account of Contractor's default, and Agency may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due Agency from Contractor is determined.

b) If Agency defaults and Contractor terminates the Contract, upon Contractor's submission of the billings and receipts required by this Contract, Agency must pay to Contractor an amount which bears the same ratio to the total compensation under this Contract as the services actually performed by Contractor bear to the total services of Contractor covered by this Contract, less payments of compensation previously made. (By way of example if the work is eighty percent complete, Agency must pay eighty percent of the compensation less any amounts previously paid for the work.) In addition, Agency must reimburse Contractor for all unreimbursed expenses that are reimbursable under this Contract upon Contractor's submission of the billings and receipts required by this Contract for reimbursement. If less than fifty percent (50%) of the services covered by this Contract have been performed as of the termination date, Agency must also pay Contractor for that portion of the actual out-of-pocket expenses incurred by Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

11. **TERMINATION FOR CONVENIENCE OF AGENCY.** Agency may terminate this Contract, at any time and without cause, by a notice in writing from Agency to Contractor. Upon such termination, Agency must pay Contractor the same amounts as Agency would have paid under Section 10.b) as a termination for Agency default.

12. **CHANGES.** Agency may, from time to time, request changes in the Scope of Work to be performed by Contractor. Such changes, including any increase or decrease in Contractor's compensation, must be by written amendment to this Contract executed in advance by Agency and Contractor.

13. **PERSONNEL, FACILITIES AND EQUIPMENT.** Contractor represents that he has, or will, secure at his own expense all personnel, facilities and equipment required in performing the services under this Contract. Such personnel must not be Agency employees or have any contractual relationship with Agency, except with Agency's prior written approval.

a) All the services required under this Contract will be performed by Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

b) No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

Attachment A – Sample Contract

14. **SUBCONTRACTING.** Contractor must not enter into any subcontract for performance of the services covered by this Contract without the prior written consent of Agency. In any event, Contractor shall be as fully responsible to Agency for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. In any event, Contractor must insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions, insurance and other relevant provisions of this contract.

15. **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.** During the performance of this Contract, Contractor agrees as follows:

a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Agency setting forth the provisions of this nondiscrimination clause.

b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

16. **ECONOMIC OPPORTUNITY EMPLOYMENT REQUIREMENTS.** The following is applicable to all contracts related to the project which is the subject of this Contract.

i. The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

ii. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract.

iii. The contract requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area.

iv. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

v. Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Employment Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

vi. Contractor will include this Employment Clause in every subcontract for work in connection with the project .

vii. Each Contractor or subcontractor undertaking work in connection with a Section 3 covered project must fulfill his obligation to utilize lower income project area residents as employees to the greatest extent feasible by:

- (1) Identifying the number of positions in the various occupational categories including skilled, semi-skilled, and unskilled labor, needed to perform each phase of the Section 3 covered project;

Attachment A – Sample Contract

- (2) Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are currently occupied by regular, permanent employees;
- (3) Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are not currently occupied by regular permanent employees;
- (4) Establishing the positions described in Paragraph (3) of this Section, a goal which is consistent with the purpose of this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area; and
- (5) Making a good faith effort to fill all of the positions identified in Paragraph (4) of this Section with lower income project area residents, first and foremost, through the First Source Program.
- (6) Making a good faith effort to fill of the positions identified in Paragraph (4) of this Section with lower income project area residents.

17. **INTERESTS OF OFFICIALS.** No member of the governing body of Agency, and no other officer, employee or agent of Agency who exercises any functions or responsibilities in connection with the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract. No member of the governing body of the locality in which the project is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract. If federal funds are expended by the Agency for this Contract, no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit arising from this Contract. Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in any portion of the project to which this Contract pertains, or any other interest which would conflict in any manner or degree with the performance of his services under this Contract. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by Contractor.

18. **CONFLICTS OF INTEREST STATEMENT.** Contractor shall, upon Agency request, complete and submit a conflict of interest statement to the Agency in form approved by the Agency.

19. **MONITORING AND REPORTING.** Agency may monitor the adequacy of Contractor's performance in any manner which Agency deems most effective. Contractor must cooperate with Agency in such monitoring. If requested by the Agency staff, in writing, Contractor must provide Agency with detailed reports outlining the most current status involving all Agency activities and projects being handled by Contractor. Such reports may be required no more often than monthly. Agency shall have the right to audit such reports, including the right to review all records of Contractor related to such reports.

20. **OWNERSHIP OF PROFESSIONAL AND TECHNICAL INFORMATION.** All professional and technical information, in the form of original designs, drawings, data, computations, specifications, report texts, estimates, writings, artwork, renderings, models, software programs, and any other material, data and information collected or developed in connection with the work under this Contract, and all original documents shall be forwarded to and become the sole property of Agency. Neither Contractor nor any of its associates or consultants shall have any rights or interest in such information, documents and material. Contractor and its associates and consultants may retain such copies or reproductions, at their expense, of the original documents as necessary for their files, records and reference.

21. **NO INTELLECTUAL PROPERTY RIGHTS OR ARTIST'S RIGHTS IN CONTRACT WORK.** In any event, without the prior written approval of the Agency, Contractor and any person or entity acting on behalf of Contractor shall not obtain nor have, and expressly waives, any rights, in law or in equity, in any intellectual property developed in furtherance of this Agreement, including without limitation, copyright, trademark, service mark, patent or rights of an artist in a work of art. Artists preparing any artwork under this Agreement waive any rights to notice or to take any action regarding the use, removal, relocation or destruction of any artwork so prepared. Contractor represents and acknowledges that Contractor has or shall obtain such waivers in writing for all persons or entities doing work under this Agreement

Attachment A – Sample Contract

22. **COMPLIANCE WITH LAWS.** Contractor must comply with all applicable laws, ordinances and codes of the federal, state and local governments, and must commit no trespass on any public or private property in performing any of the work embraced by this Contract.

23. **CHILD SUPPORT COMPLIANCE ACT.** If this Agreement is in amount that exceeds \$100,000, then following is acknowledged and agreed to by the Contractor: (1) Contractor recognizes the importance of child and family support and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and (2) contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry, maintained by the California Employment Development Department.

24. **ASSIGNABILITY.** Contractor is prohibited from assigning and waives all rights to assign or transfer any interest in this Contract without the prior written approval of Agency. Any purported assignment of any of Contractor's rights and obligations under this Contract without the prior written consent of the Agency is a breach of this Contract.

25. **AGENCY COOPERATION.** Agency will reasonably cooperate with Contractor regarding this Contract. As and when requested by Contractor, Agency will furnish to Contractor any and all pertinent information which Agency may possess during the time of performance of Contractor's duties under this Contract.

26. **CONFIDENTIALITY.** All information prepared or assembled by the Contractor under this Contract is confidential. Contractor must not make this information available to any individual or organization without the prior written approval of Agency. Contractor must immediately forward to Agency all requests for information related to this Contract made by a third party to Contractor. Contractor must not disclose or permit the disclosure of any confidential information of the Agency, except to its agents, employees and other consultants, approved by Agency, who need such confidential information for the proper performance of their duties related to this Contract or on behalf of the Agency.

27. **CONTRACTOR'S STATUS.** Contractor for all purposes under this Agreement is an independent Contractor and must maintain any and all licenses required by law for the performance of Contractor's obligations under this Contract. Except as expressly stated in this Contract, Agency is prohibited from directing the methods of Contractor's work under this Contract, requiring Contractor's use of an Agency office for Contractor's performance or setting regular working hours for Contractor or Contractor's employees.

28. **CONTRACT CONSTRUCTION AND ENFORCEABILITY.** The existence, validity, construction and operation of this Contract, and all its representations, terms and conditions shall conform to the laws of the State of California, exclusive of its conflicts of law rules. Throughout this contract, the use of singular and plural forms, or the various gender forms, shall each include the other as the context may indicate. If any provision of this Contract is held in whole or in part to be unenforceable for any reason, the remainder of that provision and the entire Contract will be severable and remain in effect.

29. **NOTICES.** Any notices, bills, invoices, or reports required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, to the address of the other party as indicated in this Contract.

30. **ENTIRE CONTRACT.** This Contract contains the entire agreement of the parties. No other agreement, statement or promise made on or before the date of this Contract will be binding on the parties. No changes to this Contract are valid unless they are made by written amendment duly executed by the parties.

31. **VENUE.** Unless otherwise agreed in writing by the parties, the venue for all actions related to this Contract is Sacramento County, California.

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ATTACHMENT 2: CDBG AND OTHER FEDERAL REQUIREMENTS

The following provisions shall be applicable to this Contract and binding on Subrecipient and Agency only if all or part of the funds to be paid for work performed under this Contract are provided under the Community Development Block Grant Program administered by the United States Department of Housing and Urban Development. In the event of a dispute as to the applicability of any of the following provisions to Subrecipient's work under this Contract, Agency's determination shall be final.

1. **DEFINITIONS.** For purposes of this Contract and in addition to definitions made elsewhere in this Contract, the following capitalized words and phrases contained in this Contract shall have the following meanings:

- a) The "Act" is the federal Housing and Community Development Act of 1974, as amended.
- b) "CDBG" is the federal Community Development Block Grant program administered by HUD. "CFR" is the Code of Federal Regulations.
- c) The "CDBG Requirements" are the laws, rules and regulations (other than the Act) which are specifically applicable to this Contract. A substantial portion of the Federal Requirements are included in this Attachment 2.
- d) "Contract Provisions" refers to "Attachment 1: Contract Provisions". This Attachment 2 contains the provisions common to all Agency administered CDBG agreements.
- e) "Exhibits" to this Attachment 2 contain a substantial portion of the Federal Requirements, and are incorporated into this Contract in the form of a Compact Disc (CD). Subrecipient acknowledges receipt of the CD by initialing here: ____ The Exhibits include the following:
 - I. Exhibit 1 – CDBG Regulations: 24 CFR 570 et seq.
 - II. Exhibit 2 – Requirements for Nonprofit Subrecipients. 24 CFR 84
 - III. Exhibit 3 – OMB Circular A-110; Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations [*applies only to Subrecipients who are not a state or local government or a public agency*]
 - IV. Exhibit 4 – OMB Circular A-122; Cost Principles for Nonprofit Organizations [*applies only to Subrecipients who are not a state or local government, a public agency or an educational institution*]
 - V. Exhibit 5 – OMB Circular A-133; Audits of Institutions of Higher Education and Other Nonprofit Organizations [*applies only to Subrecipients who are not a state or local government or a public agency*]
 - VI. Exhibit 6 – OMB Circular A-21; Cost Principles for Educational Institutions [*applies only to Subrecipients who are an educational institution*]
 - VII. Exhibit 7 – OMB Circular A-87; Principles for determining Costs Applicable to Grants and Contracts with State, Local and Federally-Recognized Tribal Indian Governments [*applies only to Subrecipients who are a state or local government, a public agency.* 2 CFR Part 225
 - VIII. Exhibit 8 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. 24 CFR 85
 - IX. Exhibit 9 – New Restrictions on Lobbying. 24 CFR 87
 - X. Exhibit 10 – Federal Labor Standards Provisions; 29 CFR 5.5
 - XI. Exhibit 11 – Executive Order 12432 – M/WBE
 - XII. Exhibit 12 – Executive Order 12138 – M/WBE

- XIII. Exhibit 13 – Executive Order 11625 – M/WBE and Agency-assembled M/WBE material
- XIV. Exhibit 14 – Executive Order 11246, as amended – Equal Opportunity
- XV. Exhibit 15 – Executive Order 13166 – Limited English Proficiency Access
- XVI. Exhibit 16 – Equal Access to Housing and HUD Programs Regardless of Sexual Orientation or Gender Identity: 24 CFR Parts 5, 200, 400, 570, 574, 882, 891 and 982
- XVII. Exhibit 17 – Violence Against Women Reauthorization Act of 2013
- XVIII. Exhibit 18– CPD Notice 15-02 – Appropriate Placement for Transgender Persons in Single Sex Emergency Shelters and Other Facilities
- XIX. Exhibit 19 – Annual Reports

f) “HUD” is the United States Department of Housing and Urban Development.

g) “OMB” is the federal Office of Management and Budget.

h) “Subrecipient” is the Contractor as defined elsewhere in this Contract.

i) “Program Income” is defined in 24 CFR 570.500(a). Generally, Program Income is income to Subrecipient that is generated from the use of CDBG funds under this Contract. Program Income may include, without limitation, proceeds of the sale, rent or lease of real or personal property acquired with such CDBG funds, principal and interest payments on loans of such CDBG funds, and interest earned on other Program Income.

j) “Project Funds” are the funds to be paid to Subrecipient under this Contract. All Project Funds are funds disbursed to the Recipient and Agency under the CDBG Program.

k) “Quarterly Reports” are the reports required to be submitted by Subrecipient under Attachment 2 Exhibit 14 - Quarterly Reports.

2. FINDINGS AND REPRESENTATIONS. This Contract has been made for the following purposes and based upon the following representations of the parties:

a) In accordance with the provisions of California Government Code Section 53703, Agency possesses full powers for the purpose of administering the expenditure of funds received under the federal Housing and Community Development Act of 1974, as amended, Community Development Block Grant program, administered by the United States Department of Housing and Urban Development.

b) Agency has determined that the fulfillment of Subrecipient’s obligations under this Contract serves the purposes of community improvement and welfare.

c) Pursuant to the provisions of California Government Code Section 53703 and after public hearing, Subrecipient has been allocated CDBG funds for the uses and activities of this Contract.

d) Agency and Subrecipient are subject to all laws, rules and regulations regarding the use of CDBG funds for the purposes and activities stated in this Contract.

3. ADDITIONAL RESTRICTIONS ON FUNDS. Subrecipient acknowledges that the funds for this Contract are CDBG funds, the amount of which has been established after public hearing and that Agency has no authority to change the Project Funds except after public hearing and Recipient approval. Therefore, and notwithstanding any other provision of this Contract, the parties agree that the total compensation and reimbursement for all services and expenses required during the term of this Contract shall not exceed the Project Funds. Subrecipient shall provide, from whatever source, all additional funds necessary to fulfill Subrecipient’s obligations under this Contract

a) If Subrecipient incurs additional expenses or does additional work related to this Contract, Subrecipient shall bear all such costs and expenses unless the Agency has executed a written amendment to this Contract prior to Subrecipient’s

having incurred such costs and expenses.

b) Subrecipient shall use proceeds of this Contract only for the purposes stated in this Contract, as described in the Scope of Work, and strictly in compliance with all applicable laws, rules and regulations.

c) If Subrecipient is not a state or local government, educational institution or public agency, Subrecipient shall fully comply with the regulations, policies, guidelines and requirements of OMB Circular No. A-122 and applicable provisions of OMB Circular No. A-110 (specifically including Attachments A “Cash Depositories” except Paragraph; B “Bonding and Insurance”; C “Retention and Custodial Requirements for Records” except the starting date for the retention period; F “Standards for Financial Management Systems” except the provisions of paragraph 2(h) superseded by OMB Circular A-133; H “Monitoring and Reporting Program Performance” paragraph 2; N “Property Management Standards” with modifications to paragraphs 6 and 7 regarding sale or retention of personal property; and O “Procurement Standards”) and 24 CFR 85 as outlined in 24 CFR 570.502 (a) as they relate to the application, acceptance, and use of federal funds. If Subrecipient is a state or local government or a public agency, Subrecipient shall fully comply with the regulations, policies, guidelines and requirements of OMB Circular No. A-133 and OMB Circular No. A-87. Educational institutions shall comply with Circular A-21, A-133 and applicable provisions of OMB Circular No. A-110.

d) Subrecipient shall deposit any advance under this Contract in an interest bearing account and, unless specified otherwise in this Contract, shall remit any interest earned over \$100 to the Agency.

e) Project Funds shall not be used for any religious purposes, which prohibition is further described in 24 CFR 570.200(j).

f) In the event of suspension or termination of this Contract, Subrecipient shall return unused funds to the Agency in accordance with 24 CFR 570.503(b)(7). If the Subrecipient improperly retains funds, the Agency may retain funds from future disbursements to the Subrecipient in accordance with the procedures described in 24 CFR 570.504 (b) (2). In accordance with 2 CFR 200.338, suspension or termination may occur if Subrecipient materially fails to comply with any term of the award, and the award may be terminated for convenience in accordance with 2 CFR 200.339.

4. RETURN OF PROGRAM INCOME. Subrecipient shall report receipt of all Program Income and return all Program Income to the Agency.

5. ANTI-KICKBACK RULES. Monthly, or more often, Subrecipient must, without condition, pay the salaries of architects, draftsmen, technical engineers and technicians performing work under this Contract. Such payments shall be made without deduction or rebate, excepting only such payroll deductions as are mandatory by law or permitted by applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1937 (18 U.S.C., Section 874). Subrecipient shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such regulations. Subrecipient shall be responsible for the submission of affidavits required of subcontractors under this Contract, except for such variations or exemptions as the Secretary of Labor may specifically allow.

6. WORK HOURS. Subrecipient must comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§3201-3708) and must cooperate with Agency in implementing and enforcing the provisions of such Act. Among other requirements of the act, Subrecipient must pay not less than one and one-half times the basic rate of pay for the work of Subrecipient's employee in excess of eight hours in one day or forty hours in one week in the performance of this Contract. Subrecipient must insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance with such Act. Subrecipient must meet and cooperate with Agency's Labor Compliance officer to assure compliance with such Act.

7. WITHHOLDING OF SALARIES. If, in the performance of this Contract, there is any underpayment of salaries by Subrecipient or by any subcontractor, Agency must withhold from Subrecipient out of payments due to him any amount sufficient to pay employees underpaid the difference between the salaries required under this Contract to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by Agency for and on account of Subrecipient or subcontractor to the respective employees to whom they are due.

8. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES. Claims and disputes pertaining to salary rates or to classification of architects, draftsmen, technical engineers and technicians performing work under this Contract must be promptly reported in writing by Subrecipient to Agency for the latter's decision which shall be final with respect thereto.

9. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.

a) Subrecipient will send to each labor union or representative of workers with whom he has a collective bargaining agreement or other contract or understanding, a notice to be provided by Agency, advising the labor union or workers representative of Subrecipient's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

b) Subrecipient will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

c) Subrecipient will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

10. CONFLICT OF INTEREST. No member, officer or any employee of Subrecipient, or its designees or agents, who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have an interest, direct or indirect, in any contract or its proceeds, for work to be performed in connection with the program assisted under this Contract. Subrecipient must incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the purposes of this Section. In the procurement of supplies, equipment, construction, and services by Subrecipient, the conflict of interest provisions in 2 CFR§ 200.318 and 2 CFR§ 200.319 respectively, shall apply.

11. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable to his employer under this Contract.

12. RECORDS AND MONITORING. Subrecipient must keep all necessary books and records, including loan documentation and financial records, in connection with the operation and services performed under this Contract, in accordance with the provisions of OMB Circular No. A-102 Attachment G (as amended), and must document all transactions so Agency may properly audit all expenditures made pursuant to this Contract. Subrecipient must maintain and preserve all records related to this Contract in its possession for a period of three (3) years from the effective date of this Contract, unless otherwise directed by Agency. All books, records and accounts kept by Subrecipient in connection with the performance of this Contract shall be made available for inspection by representatives of the federal government and/or Agency staff as required to monitor or audit the program.

In addition to the reports specified in this Contract, Subrecipient shall retain the records required by the applicable provisions of 24 CFR 570.506 and provide the Agency with the reports required pursuant to 24 CFR 570.507, and such other records and reports as the Agency may reasonable require in the administration of this Contract. Subrecipient shall keep all other necessary books and records, including property, personnel, loan documentation and financial records, in connection with the operation and services performed under this Contract, in accordance with the provisions of OMB Circulars No. A-102, A-110 and A-122, and Executive Order 11246 and 2 CFR 200.333 . Subrecipient shall conduct annual audits in accordance with OMB Circular A-133. Subrecipient shall document all transactions sufficiently for Agency to properly monitor and audit all expenditures made pursuant to this Contract.

13. DRUG FREE WORKPLACE. Subrecipient must comply with the Drug-Free Workplace Act of 1988 (final rule published on May 25, 1990) and Agency's policies and rules promulgated under the Act. Subrecipient must obtain such policies and rules from the Agency.

14. RESTRICTIONS ON LOBBYING; FILING CERTIFICATION AND DISCLOSURE FORMS. Subrecipient shall not use any funds paid under this Contract, directly or indirectly, for any political activity, whatsoever or to influence any public official or employee. In any event, Subrecipient shall comply with the restrictions on lobbying stated in 24 CFR Part 87. Subrecipient shall sign and return to the Agency the certification described in 24 CFR 87, Appendix A and the disclosure form described in 24 CFR Part 87, Appendix B. Subrecipient shall require any person receiving proceeds of this Contract from Subrecipient to comply with 24 CFR Part 87, including the submission to Agency of completed certifications under Appendix A and disclosure forms under Appendix B.

15. ELIGIBILITY AND NON-DISCRIMINATION (SECTION 109). Subrecipient shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, religion, sex, national origin, ancestry, or physical or mental handicap, or age as more specifically set forth in 24 CFR 570.602 which requires compliance with Section 109 of the Act (42 USC 5301) and Section 504 of the Rehabilitation Act of 1973.

16. CIVIL RIGHTS COVENANT. As provided in 24 CFR §570.602 and depending upon the type and nature of the grant of CDBG funds, this Contract may be subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) and HUD regulations. Subrecipient certifies that its activities under this Contract shall be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) and that it will comply with the other provisions of Title 24 of the CFR and with other applicable laws, to the full extent of their application. Further pursuant to Executive Order 11063 (as amended pursuant to Executive Order 12259) set out in 24 CFR Part 107, in the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under the Contract, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Agency and the United States are beneficiaries of and entitled to enforce such covenant. Subrecipient, in undertaking its obligation in carrying out the program assisted hereunder, shall take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

17. MINORITY/WOMEN'S BUSINESS ENTERPRISES REQUIREMENTS. This Contract is subject to minority and women's business enterprises requirements set forth in Executive Order 12432, Executive Order 11625, and Executive Order 12138. Subrecipient shall take all reasonable steps necessary to encourage the participation of minority and female owned businesses in work under this Contract.

a) With regard to any work of construction funded with Project Funds, such steps may include, without limitation, the following:

(1) Obtaining the minority and Women's Business Enterprises Registry from the Agency MBE/WBE Coordinator to ensure such contractors receive an invitation to bid.

(2) Advertising the invitation to bid or to submit proposals in the El Hispano and the Sacramento Observer as well as in a newspaper of general circulation in the Sacramento metropolitan area.

(3) Reviewing the telephone directory or professional organization membership lists, or making direct contact with minority- or female-owned businesses for specialized trades and services, and inviting such firms to bid.

b) Subrecipient shall include the Minority and Women's Business Enterprises requirements, in the form prescribed by the Agency, in all contracts for use of funds under this Contract, and Subrecipient shall coordinate purchases of goods and services over \$10,000 with the Agency's MBE/WBE Coordinator.

Subrecipient shall maintain documentation of outreach efforts to minority and/or female owned businesses. Additionally, Subrecipient shall maintain documentation of contract awards for the Quarterly Reports.

18. FLOOD DISASTER PROTECTION. Pursuant to the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), Subrecipient shall not use or permit the use of any portion of the assistance provided under this Contract for acquisition or construction purposes as defined by the Director of the Federal Emergency Management Agency (42 USC 4003(a) (4)), for use in an area identified by the Director of the Federal Emergency Management Agency as having special flood hazards unless the community in which such area is located is then participating in the national flood insurance program (described at 42 USC 4011) and the use of any such assistance shall be subject to the mandatory purchase of flood insurance requirements of 42 USC 4012a.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Director as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, 42 USC 7401 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under the Flood Disaster Protection Act of 1973 (42 USC 4012a). Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Contract.

19. COMPLIANCE WITH AIR AND WATER ACTS. This Contract is subject to the applicable requirements of the Clean Air Act (42 USC 7401 et seq.), the Federal Water Pollution Control Act, (33 USC 1251 et seq.), and the corresponding regulations of the Environmental Protection Agency (40 CFR Part 15). In compliance with said regulations, Subrecipient shall cause or require to be inserted in all contracts and subcontracts funded with Project Funds, and with respect to any transaction which is not otherwise exempt from such laws and regulations, all of the following requirements:

a) A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of the contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.10.

b) Compliance with all the requirements of Section 114 of the Clean Air Act, (42 USC 7414c-8) and Section 308 of the Federal Water Pollution Control Act, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c) A stipulation that, as a condition for the award of the contract, prompt notice shall be given to Agency by Subrecipient or the prospective contractor or subcontractor of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

d) Contract by the contractor that he shall include or cause to be included the criteria and requirements in this Section 19a. through 19c. of this Section in every non-exempt subcontract and requiring that the contractor shall take such action as the government may direct as a means of enforcing such provisions.

e) In no event shall any amount of the assistance provided under this Contract be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) (42 USC 7413) of the Clean Air Act or Section 309(c) (33 USC 1319) of the Federal Water Pollution Control Act.

20. RELOCATION. This Contract is subject to the requirements of Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.) and HUD implementing regulations at 24 CFR Part 42 and 24 CFR 570.606. Subrecipient shall not undertake any of the work contemplated under this Contract if relocation is involved without first obtaining written approval from Agency. Subrecipient shall inform affected persons of the relocation assistance policies and procedures set forth in the regulations at 24 CFR Part 42 and 24 CFR 570.606.

21. PROPERTY OWNERSHIP AND PROCUREMENT. The Subrecipient, shall, in the acquisition or improvement of real and personal property with funds provided under this Contract, be subject to all applicable provisions of the Federal Requirements.

a) Any real property under Subrecipient's control which was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be either used to meet one of the national objectives in 24 CFR 570.208 for five years after the expiration or termination of this Contract, or disposed of in a manner that results in the Agency being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

b) General property and procurement guidelines are contained in 24 CFR Part 570, 2 CFR Part 200 and OMB Circular Number A-133, Attachments N and O (attached hereto and made a part hereof). In all cases in which personal property is sold, the proceeds shall be transferred to Agency for the CDBG program or shall be Program Income, and, personal property not needed by the Subrecipient shall be transferred to Agency for the CDBG program or shall be retained by Subrecipient after compensating the Agency.

c) Real property shall be acquired in accordance with Title III, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (at 24 CFR Part 42).

22. USE OF DEBARRED, SUSPENDED OR PROHIBITED PARTIES. Subrecipient shall not use any Project Funds, directly or indirectly, to award contracts to, or otherwise engage the services of, or fund any contractor or subrecipient during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR Part 570. Subrecipient will verify that the Federal Debarred List Registry does not include any contractor or subrecipient prior to awarding contracts and that they will record the date that the Registry was consulted. Subrecipient acknowledges this requirement by initialing here:

____ Subrecipient initials

23. DAVIS-BACON ACT AND STATE PREVAILING WAGES. If this Contract is for construction, alteration, or repair (including painting and decorating) of public buildings or public works, Subrecipient must comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a - 276a-5) and all rules, regulations and orders promulgated under said act, unless a determination of exemption from requirements of the Davis-Bacon Act is made and unless the exemption is expressly stated elsewhere in this Contract. Among other provisions, said act establishes minimum wages and fringe benefits; prohibits deductions or rebates from payments; provides for the withholding of funds to assure compliance with wage provisions; and provides for the termination of the Contract and debarment of the Subrecipient for failure so to comply. Additionally, California State Prevailing wages may apply (Section 1720 et seq. of California Labor Code), in which case prevailing wages shall be the higher of either the Davis Bacon wages or the State prevailing wage, as determined by trade.

Prior to starting Project construction, Subrecipient must obtain the Department of Labor General Wage Decision for Sacramento County. The Bid opening shall serve as the Subrecipient's federally-required ten (10) day call, and serves to lock-in applicable prevailing wages throughout the construction phase.

24. CONSTRUCTION PROVISIONS. Subrecipient shall comply with the provisions of this Section 24 for all activities pertaining to the construction, prosecution, completion or repair of any building or work financed in whole or in part by CDBG funds provided pursuant to this Contract.

25. FEDERAL LABOR STANDARDS. Pursuant to 24 CFR 570.603, for construction, rehabilitation, alteration, or repair of real property (other than residential property containing less than eight units) funded with Project Funds, Subrecipient shall comply, and shall cause all subcontractors on such work to comply, with the applicable provisions of the Davis-Bacon Act, as amended, (40 USC 276a, 276a-5), the Contract Work Hours and Safety Standards Act, as amended, (40 USC 327 et seq.) and all rules, regulations and orders promulgated under said Acts. Among other provisions, said Acts establish minimum wages and fringe benefits; prohibit deductions or rebates from payments; provide for the withholding of funds to assure compliance with wage provisions; and provide for the termination of the contract and debarment of the contractor for failure so to comply. Subrecipient shall also comply, and shall cause all subcontractors on such work to comply, with all other applicable HUD labor requirements, including, without limitation, the requirements of 29 CFR Parts 3 and 5 which govern the payment of wages and the ratio of apprentices and trainees to journeymen. If wage rates higher than those required under such regulations are imposed by state or local law, nothing in this Contract is intended to relieve Subrecipient of its obligations, if any, to require payment of the higher rates. Subrecipient shall cause or require to be inserted, in all such contracts, provisions which subject the parties to the Federal Labor Standards Provision and all other applicable regulations and requirements of HUD. Subrecipient shall not award any contract subject to the provisions of this Section 24.a. of the Contract to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

26. ECONOMIC OPPORTUNITY EMPLOYMENT REQUIREMENTS. The following is applicable to all contracts related to the project which is the subject of this Contract.

- i. The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- ii. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract.
- iii. The contract requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area.

iv. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

v. Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Employment Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

vi. Contractor will include this Employment Clause in every subcontract for work in connection with the project .

vii. Each Contractor or subcontractor undertaking work in connection with a Section 3 covered project must fulfill his obligation to utilize lower income project area residents as employees to the greatest extent feasible by:

- (1) Identifying the number of positions in the various occupational categories including skilled, semi-skilled, and unskilled labor, needed to perform each phase of the Section 3 covered project;
- (2) Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are currently occupied by regular, permanent employees;
- (3) Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are not currently occupied by regular permanent employees;
- (4) Establishing the positions described in Paragraph (3) of this Section, a goal which is consistent with the purpose of this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area; and
- (5) Making a good faith effort to fill all of the positions identified in Paragraph (4) of this Section with lower income project area residents, first and foremost, through the First Source Program.
- (6) Making a good faith effort to fill of the positions identified in Paragraph (4) of this Section with lower income project area residents.

27. **ARCHITECTURAL BARRIERS ACT.** Subrecipient shall comply with the Architectural Barriers Act of 1968 (42 USC 4151), as applicable, which Act requires that the design of any facility, except a private residence, that is constructed, renovated, remodeled or rehabilitated with funds received pursuant to this Contract shall comply with the "American Standard Specification for Making Buildings and Facilities Accessible, and Usable by, the Physically Handicapped", as described in 41 U.S.C.F.R. 10119.6, and Subrecipient shall cooperate with the Agency in its inspections pursuant to such provisions.

28. **LEAD-BASED PAINT.** The use of lead-based paint is prohibited in any residential structure constructed or rehabilitated with Project Funds, which prohibitions are further described in 24 CFR Part 35, Subpart F. For those properties constructed prior to 1978, Subrecipient shall assure that rehabilitation applicants, purchasers or tenants, as the case may be, shall be notified (i) that the property may contain lead-based paint, (ii) of the hazards of lead-based paint, (iii) of the symptoms and treatment of lead-based poisoning (iv) of the precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards), (v) of the advisability and availability of blood level screening for children under the age of seven years of age, and (vi) that in the event lead-based paint is found on the property, appropriate abatement procedures may be undertaken. Subrecipient shall follow the procedures for the elimination of lead-based paint hazards, to the extent required under 24 CFR 570.608 (c).

29. **OTHER PROGRAM REQUIREMENTS.** Agency must provide Subrecipient with all relevant program information regarding the federal programs having jurisdiction over this Contract. Agency must assist Subrecipient in the interpretation of the requirements of such programs. Subrecipient shall be considered to be familiar with the requirements of such programs and shall comply with such requirements.



COUNCIL COMMUNICATION

CC #: 8262

File #: 0800-02 & 0201-01

Title: Supervisory Control and Data Acquisition System Replacement Project - Design-Assist Project Agreement Amendment, Change Orders 6 and 7, and Budget Adjustment

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

Meeting Date: 2/1/2017

Item #: 6.22.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the following:

- Adopt an ordinance approving a budget adjustment of \$3,240,600.00 for the SCADA Systems Replacement Project from the Water and Wastewater Rehabilitation Funds;
- Adopt a resolution authorizing the City Manager to execute First Amendment to Design-Assist Project Agreement for the Supervisory Control and Data Acquisition (SCADA) Systems Replacement Project; approving change order #06 and change order #07 and authorizing the City Manager or his designee to execute them, and authorize the City Manager or his designee, to approve and pay for any additional contract change orders for this project that could increase the contract's negotiated contract value by no greater than 10% (\$771,881.61).

BACKGROUND

Environmental Utilities (EU) currently uses Transdyn's DYNamic Acquisition and Control (DYNAC) as its current SCADA system. This system was first installed in 1991 and has since been upgraded and enhanced with the expansions of the treatment facilities. As such, the computer hardware and software for these systems, as well as the associated infrastructure, have reached the end of their useful life and are in need of replacement.

The SCADA system is the computer system that monitors and controls all of the water, wastewater, storm water and recycled water facilities throughout Roseville. In addition, large quantities of data are collected and stored for regulatory reporting, alarm tracking, and process trend analysis, which is used to alert operations and maintenance staff to abnormal conditions that could require emergency or scheduled responses. The data that is gathered is stored in a Historical Data Repository (HDR) that is located at the DCWWTP. The HDR is a server system which provides a secure buffer between the SCADA system and other users and software applications that require regulatory, compliance or asset data from the SCADA system.

In October 2012, CH2M Hill Engineers completed a SCADA System Assessment and Master

Planning process for the City. This process developed a list of system requirements for a new SCADA system which was used to solicit proposals from qualified suppliers. After thorough analysis of the submitted proposals, feedback from references, and reviewing each system's capabilities and purchase cost estimates, the project team decided to choose GE's iFIX SCADA system to replace the existing DYNAC SCADA system. Environmental Utilities (EU) elected to use a Design-Assist contract mechanism to replace the SCADA system in order to best leverage the collective experience of the City, design engineer and the selected firm's staff. Following a competitive selection process, WT Roseville JV was determined to have submitted the best-value proposal. Subsequent negotiations between City staff and the WT Roseville JV refined the project's scope of work, cost estimate and schedule, and City Council adopted resolution 13-364 to award the contract to the WT Roseville JV at the September 18, 2013 meeting.

Since the project commenced, City, CH2M Hill, and WT Roseville JV staff members (Team) have held dozens of virtual and face-to-face meetings to review and refine each element of the RFP's 60% design. Utilizing newly published International Society of Automation, and National Institute of Standards and Technology's relevant cyber security standards for the water and wastewater industry, the Team methodically adjusted the new SCADA system's final architecture design. To confirm the security of the design concept, the Team then met with Department of Homeland Security's Control Systems Security Program (DHS) representatives for a two-day architecture review session of the new SCADA system architecture. During the review, DHS asked hundreds of detailed questions to explore the potential for security vulnerabilities in the proposed system design. Upon completion of the review, they noted that this system was one of the best SCADA system design architectures they had encountered at a water or wastewater facility. However, their wide range of experience with industrial control systems did allow them to identify areas where improvements could be made and their recommendations were included in Change Order #1, previously approved by the City Council.

As the project design has been implemented, there have been additional system details that required further enhancement in order to meet the project goals. Change Orders #2 through #5 have been executed totaling \$402,056.81 and were within the 10% change order authority previously approved by the City Council. These Change Orders increased the contract value from \$6,087,628.00 to the current amount of \$6,489,684.81.

Under the current approval request, Change Order #6 provides compensation to WT Roseville JV in the amount of \$318,266.20, as they have labored to overcome unanticipated deficiencies in the specified GE software application functionality.

The primary elements of Change Order #6 include:

- Failure of GE's WebSpace clustering to function as advertised, resulting in considerable re-engineering and re-configuration to meet the functional requirements of the new SCADA systems.
- Inadequate documentation of the GE software applications, resulting in considerable amount of re-work and delays to the project.
- Software deficiencies resulting in the Team having to develop work-arounds in order to move the project forward.
- Slow response by GE to reconcile product deficiencies that couldn't be reasonably worked-around by the Team, thus creating project delays and additional costs as potential work-arounds were being evaluated, in the interest of keeping the project moving forward.

The elements of Change Order #6 were significant enough that GE senior product managers provided compensation to the City in order to help offset some of the extra costs being incurred. This compensation includes free training sessions, extended product warranty and support services, a week-long site visit by senior application programmers, and a GE product advocate

who meets with the Team virtually on a bi-weekly basis to provide technical support and status updates on open software deficiencies cases, which are logged into the GE Technical Support System.

Also under the current approval request, Change Order #7 provides compensation to WT Roseville JV in the amount of \$910,865.10, as they have encountered unexpected effort in the quantity and duration of coordination meetings, the level of effort required to systematically test over 40,000 database points across the three SCADA systems at the factory and then repeated during site acceptance testing, the amount of project management coordination effort required within and between the two firms which comprise the Joint Venture. The amount of the change order was the result of extensive negotiations involving all members of the Team. The negotiations with WT Roseville on Change Order #7 included the following changes to the Contract, which are formally captured in the First Amendment to Design Assist Project Agreement for the Roseville SCADA System Replacement Project:

- Increasing the contract's Guaranteed Maximum Price (GMP) to account for the additional effort as described by Change Order #7.
- Eliminating the GMP savings cost-share language from the contract which ensures that all project cost savings will be kept by the City at the project's final completion.
- Creation of a Phase 2 billable rate, which is 40% below the original contract billing rate. The Phase 2 rate table will be used for all work accomplished under Change Order #7 and limits WT Roseville JV's profit margin on this portion of the work.
- Addition of Liquidated Damages language to the Contract.
- Addition of Early Completion Compensation language to the Contract, which will only apply if WT Roseville JV achieves Final Completion greater than 30 days ahead of the current schedule.
- Elimination of early retention funds release which is currently allowed under the project contract. Instead, full release of retention is being deferred to Final Completion.

FISCAL IMPACT

The total project cost for the SCADA replacement project is estimated to be \$13,365,350.00 including the previously awarded CH2M Hill contract for master planning, design services and engineering services during construction, WT Roseville JV design-assist contract, EU staff time, and the change orders to WT Roseville JV's contract requested here. The previously approved project budget of \$10,124,750.00 is not sufficient to pay this amount. Therefore, an additional \$3,240,600.00 in rehabilitation funds is requested to fully fund the project. A complete table of all SCADA Systems Replacement project budget changes are listed below:

BUDGET: SCADA Systems Replacement Project			
Date	CIP Budget Change	CIP Budget Total	Description
1-Jul-2009	\$ 400,000.00	\$ 400,000.00	Initial Project Funding for SCADA Master Planning via fiscal year budget cycle
1-Jul-2010	\$ 150,000.00	\$ 550,000.00	Additional \$150K, to execute CH2M Hill SCADA Systems Master Planning Assessment Contract via fiscal year budget cycle
			Mid-year adjustment to provide funding for staff labor during Master Planning

1-Jan-2012	\$ 150,000.00	\$ 700,000.00	process.
1-Oct-2012	\$ 1,240,000.00	\$ 1,940,000.00	Funding added for CH2M to conduct Design and Engineering Services during construction
1-Jul-2013	\$ 3,501,750.00	\$ 5,441,750.00	Funds added via budget process for implementation services based on Master Plan estimates.
18-Sep-2013	\$ 2,000,000.00	\$ 7,441,750.00	Budget Adjustment concurrent with contract award to WT Roseville Joint Venture for System implementation
1-Jul-2014	\$ 1,000,000.00	\$ 8,441,750.00	Fiscal year budget addition to fully fund existing budget commitments.
21-Jan-2015	\$ 1,683,000.00	\$ 10,124,750.00	Change Order #1 Execution
1-Feb-2017	\$ 3,240,600.00	\$ 13,365,350.00	Change Orders 6 & 7 to WT Roseville JV (\$1,229,131.30), plus extended staff overhead, spare parts, training and estimated additional engineering services during construction (\$1,887,955.87)

In addition, staff request that City Council adopt a resolution authorizing the City Manager to sign Change Order #6 and Change order #7. This request will increase the WT Roseville JV contract value by \$1,229,131.30 for a total contract value of \$7,718,816.11, which is included in the First Amendment to Design Assist Project Agreement for the Roseville SCADA System Replacement Project. A complete table of all WT Roseville Joint Venture contract modifications are listed in the table below:

CONTRACT: WT Roseville Joint Venture			
Date	Contract Change	Contract Total	Description
18-Sep-2013	\$ 4,324,569.00	\$ 4,324,569.00	Initial award of SCADA Systems Replacement Design Assist Contract to WT Roseville JV
21-Jan-2015	\$ 1,763,059.00	\$ 6,087,628.00	Change Order #1 approved by City Council. (established 10% contingency for change orders = \$608,762.80)
22-Nov-2016	\$ 402,056.81	\$ 6,489,684.81	Change Orders 2 thru 5 executed from May 2015 through Nov-2016. Total changes were within the change order authority granted on 21-Jan-2015.
			Contract Value if Change Orders

1-Feb-2017	\$ 1,229,131.30	\$ 7,718,816.11	#6 and #7 are approved. A new 10% contingency for change orders will be established via this action totaling (\$771,881.61)
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The project funding is split between the Water and Wastewater Utility Rehabilitation funds. The Water Rehabilitation fund is contributing 1/3 of the funding and the Wastewater Rehabilitation fund is contributing 2/3 of the funding. The wastewater rehabilitation portion of the budget adjustment cost is, \$2,160,400.00, which is further split between the South Placer Wastewater Authority (SPWA) partners with Roseville assuming responsibility for 63.47% (\$1,371,205.88), Placer County contributing 11.68%, and the South Placer Municipal Utility District contributing 24.85%. The Water Rehabilitation fund's liability for the requested budget adjustment is \$1,080,200.00. If this budget adjustment is approved and Change Orders #6 and 7 executed, the City of Roseville's total contribution to this project including all contracts and staff time is estimated to be \$10,110,441.76.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approximately 10 temporary jobs will be created by this project.

ENVIRONMENTAL REVIEW

The proposed project involves the maintenance and/or minor alteration of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Charles Aycock, EIM Systems Coordinator

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-60

1st Amendment to Design Assist Agmt with WT Roseville

Change Order 06_SCADA Systems Replacement PJ

Change Order 07_SCADA Systems Replacement PJ

Ordinance No. 5801

Budget Adjustment Form

RESOLUTION NO. 17-60

APPROVING A FIRST AMENDMENT TO DESIGN-ASSIST PROJECT AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND WT ROSEVILLE JOINT VENTURE, A JOINT VENTURE OF WESTIN ENGINEERING, INC. AND TESCO CONTROLS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, APPROVING CHANGE ORDERS #06 AND #07, AND APPROVING CHANGE ORDER AUTHORITY

WHEREAS, a first amendment to Design-Assist Project agreement for the Roseville SCADA System Replacement Project, by and between the City of Roseville and WT Roseville Joint Venture, a joint venture of Westin Engineering, Inc. and Tesco Controls, Inc., 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; and

BE IT FURTHER RESOLVED by the Council of the City of Roseville that change order #06 and change order #07 are hereby approved and the City Manager or his designee is authorized to execute said change orders; and

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 ten percent (10%) of the amended contract price of \$7,718,816.11.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
DESIGN-ASSIST PROJECT AGREEMENT**

Project: Roseville SCADA System Replacement Project

THIS FIRST AMENDMENT TO AGREEMENT, is made and entered into this ____ day of _____, 201__, by and between the City of Roseville, a municipal corporation (“CITY”), and WT Roseville Joint Venture, a joint venture of Westin Engineering, Inc. and Tesco Controls, Inc., both California corporations (hereinafter referred to as “CONSULTANT”).

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Design-Assist Agreement dated September 18, 2013 (“Agreement”) to implement the Roseville SCADA System Replacement Project (“Project”); and

WHEREAS, CONSULTANT has experienced various cost and schedule-related issues that have resulted in the need to revise the Agreement and CITY desires to amend the Agreement to include or revise certain terms; and

WHEREAS, CONSULTANT is agreeable to such changes and revised terms to the Agreement; and

WHEREAS, CITY and CONSULTANT desire to amend certain terms in the Agreement as stated herein by this First Amendment to Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph A of Exhibit A of the Agreement is hereby amended to read as follows:

“A. GUARANTEED MAXIMUM PRICE: The **Guaranteed Maximum Price** as of the date of execution of this First Amendment to Agreement is seven million, seven hundred eighteen thousand, eight hundred sixteen dollars and eleven cents (\$7,718,816.11), U.S. Currency.”

2. Section 1.38 of Article 1 of the Agreement is hereby amended to read as follows:

“1.38. “Liquidated Damages” means the damages payable by CONSULTANT to CITY in the event CONSULTANT does not achieve Final Completion of the Project by the date required on the Schedule, as adjusted, as more fully described in Section 4.6 hereof.”

3. Sections 4.6, 4.6.1 and 4.6.2 of Article 4 of the Agreement are hereby amended to read as follows:

“4.6 Liquidated Damages.

4.6.1 General. CONSULTANT and CITY acknowledge that in the event that CONSULTANT fails to achieve Final Completion of the Project by the date established, CITY will incur substantial damages that shall be incapable of accurate measurement. Nonetheless, the parties acknowledge that on the date of this Agreement, the amount of liquidated damages set forth below represents a good faith estimate as to the actual potential damages that CITY would incur as a result of late Completion of the Project. Such liquidated damages shall be in-lieu of actual damages resulting from late completion. The amount of the liquidated damages calculated hereunder does not include any penalty.

4.6.2 Amount of Liquidated Damages. If CONSULTANT fails to achieve Final Completion of the Work on or before the Notice of Completion date, as adjusted for Excusable Delays, CONSULTANT shall pay to CITY liquidated damages in the amount of one thousand dollars (\$1,000.00 USD) per Day for each calendar day the date of Final Completion is inexcusably delayed. Payment of liquidated damages shall be made contemporaneously with CITY's required payment to CONSULTANT, and such payments may be offset against each other.”

4. Section 4.7 shall be added to Article 4 of the Agreement to read as follows:

“4.7 Early Completion Compensation

4.7.1 General. CONSULTANT and CITY acknowledge that in the event that CONSULTANT achieves Final Completion of the Project more than thirty (30) calendar days ahead the date established, CITY will incur substantial benefit that shall be incapable of accurate measurement. Nonetheless, the parties acknowledge that the amount of early completion compensation set forth below represents a good faith estimate as to the actual potential benefit that CITY would incur as a result of early Completion of the Project. Such early completion compensation shall be in-lieu of actual benefit resulting from early completion.

4.7.2 Amount of Early Completion Compensation.

4.7.2.1 Greater Than 30 Calendar Days Early. If CONSULTANT achieves Final Completion of the Work greater than, or equal to, thirty (30) calendar Days prior to the date established, as adjusted for Excusable Delays, CITY shall pay the CONSULTANT early completion compensation in the amount of one thousand dollars (\$1,000.00 USD) per Day for each calendar Day the date of Final Completion is achieved greater than the date established. Payment of any early completion compensation shall be completed via a Change Order initiated by the CONSULTANT.

4.7.2.2 Less Than 30 Calendar Days Early. If CONSULTANT achieves Final Completion of the work prior to the date established, but less than thirty (30) calendar Days early, as adjusted for Excusable Delays, City shall not pay CONSULTANT any early completion compensation.”

5. Section 5.1.1 of Article 5 of the Agreement is hereby deleted in its entirety.
6. Section 5.9.5 shall be added to Article 5 of the Agreement to read as follows:

“**5.9.5** reasonable evidence that the Work will not be Substantially Completed within the Contract Time due to Inexcusable Delay, and that the unpaid balance of the GMP would not be adequate to cover liquidated damages for the anticipated Inexcusable Delay.”

7. Exhibit F of the Agreement is hereby amended to read as shown on the attached Exhibit F dated November 07, 2016.

8. Table IV-2 of Exhibit E1 is hereby amended to read as shown on the attached Table IV-2 dated November 7, 2016.

9. 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 _____, 201_, and CONSULTANT has caused this First Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

WT Roseville Joint Venture, a
California joint venture

BY: _____
ROB JENSEN
City Manager

BY:  _____
its: EXEC VP DEAN FORD

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY:  _____
its: CFO Seth Robinson

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO SUBSTANCE:

BY:  FOR

RICHARD D. PLECKER
Director of Environmental Utilities

Revised EXHIBIT F dated November 7, 2016

November 7, 2016

REVISED EXHIBIT F - Retention Schedule

Retention shall be based on the actual costs incurred for each applicable phase. CITY shall release retention to the CONSULTANT based on the completion of the following milestones:

Phase #	Retention Release Schedule
All Phases, except as noted below	Retention to be released upon Final Completion of all three SCADA systems (Barton, Dry Creek, and Pleasant Grove)
800	No retention will be held on invoices for Phase 800 (Training)
900	No retention will be held on invoices for Phase 900 (Warranty/Additional Support)
1100	No retention will be held on invoices for Phase 1100 (Allowances)

Revised Table IV-2 of EXHIBIT E1 dated November 7, 2016

Revised Table IV-2
November 7, 2016

Management or Administrative Position	PHASE 1 Hourly Labor Rates (Original Contract Values)	PHASE 2 Hourly Labor Rates
Managing Principal Consultant	\$226.00	\$135.60
Senior Principal Engineer	\$214.00	\$128.40
Principal Engineer	\$195.00	\$117.00
Senior Consultant 2	\$182.00	\$109.20
Senior Engineer 1	\$169.00	\$101.40
Staff Engineer	\$144.00	\$86.40
Associate Engineer	\$121.00	\$72.60
Project Administrator	\$90.00	\$54.00
Project Assistant	\$90.00	\$54.00

- Phase 1 Rates apply to original contract and CO 1 through 5.
- Mileage incurred by consultant staff for labor charged to PHASE 1 will be billed at the standard federal mileage rate plus 10% markup. Mileage incurred by consultant staff for labor charged to PHASE 2 will be billed at the standard federal mileage rate with no markup.
- Travel costs incurred by consultant staff for labor charged to PHASE 1 will be billed at cost plus 10% markup. Travel costs incurred by consultant staff for labor charged to PHASE 2 will be billed at cost with no markup.
- Materials Buy-Out and Support Subscriptions expended during PHASE 1 will be billed at cost plus 15% Administrative Costs plus a 10% markup plus sales tax. Materials Buy-Out and Support Subscriptions expended during PHASE 2 will be billed at cost plus sales tax.
- The Administrative Costs % shown on Materials Buy-Out, Support Subscriptions and Allowances represent the internal time and administrative costs associated with procurement, assembly, shipping, and housing of the listed items.
- Charges to the allowances will be billed out at cost plus 15% Administrative Costs plus a 5% markup.



CHANGE ORDER

CHANGE ORDER NO.: 06TO: WT-RosevillePROJECT: SCADA Replacement Project PROJECT NO: 460705.B3.20OWNER: City of RosevilleENGINEER: CH2M HILL**The following modification(s) to the Contract are hereby ordered (use additional pages if required):**

Modifications as described in the attached Response to RFC 018 GE iFIX Product and Service Deficiencies. Time addition includes 240 calendar days.

Reason for Modification(s):

WT-Roseville identified GE software deficiencies, failure of GE's Webspace clustering functionality, inadequate documentation of the GE iFIX software, and slow response by GE to reconcile product deficiencies that delayed WT-Roseville and required additional effort by WT-Roseville to develop work-arounds so that the GE iFIX software platform would be functional. While GE has responded by assisting with changes to their software, additional effort was expended by WT-Roseville to identify and resolve these issues.

Attachments (List Supporting Documents):

Response to RFC 018 dated 7 December 2016

Contract Amount or Price		Contract Times (Calculate Days)	
Original	\$ 4,324,569.00	Original Duration	641 Days
Previous Change Order(s) (Add/Deduct)	\$ 2,165,115.81	Previous Change Order(s) (Add/Deduct)	452 Days
This Change Order (Add/Deduct)	\$ 318,266.20	This Change Order (Add/Deduct)	240 Days
Revised Contract Amount	\$ 6,807,951.01	Revised Contract Time	1333 Days

The Revised Contract **[Substantial Completion]** Date is:Tuesday, January 16, 2018

Owner	WT-Roseville	Engineer Recommendation
By: <u>[Signature]</u> Date: <u>12/15/16</u>	By: <u>[Signature]</u> Date: <u>12/9/16</u>	By: <u>William V. Meislin Jr.</u> Date: <u>8 December 2016</u>
By: _____ Date: _____	By: <u>[Signature]</u> Date: <u>12/12/16</u>	



REQUEST FOR CHANGE

RFC NO: 018 Summary

DATE: 12/7/2016

PROJECT: City of Roseville, SCADA System Replacement Project

DESCRIPTION: GE iFIX, Historian, and Webpace Product and Service Deficiencies

WT-Roseville identified GE software deficiencies, failure of GE's Webpace clustering functionality, inadequate documentation of the GE iFIX software, and slow response by GE to reconcile product deficiencies that delayed WT-Roseville and required additional effort by WT-Roseville to develop work-arounds so that the GE iFIX software platform would be functional. While GE has responded by assisting with changes to their software, additional effort was expended by WT-Roseville to identify and resolve these issues.

Attached documentation from WT-Roseville consists of the RFC-018 cover letter, and a listing of the identified issues with an estimate of the financial impact. The estimate provided by WT-Roseville indicates a total cost of \$400,377.00, which was reviewed and adjusted to the contract price change.

Total contract price change is \$318,266.20, and will be compensated using the Phase 1 labor rates and expense terms listed in the Revised Table IV-2 of Exhibit E1 dated November 7, 2016. The contract time extension for this RFC is 240 calendar days.

☐ Request for Change is approved. WT-Roseville JV is authorized by the Owner's Project Manager to proceed with this requested change provided the value of the work does not exceed \$__.

☒ Request for Change is approved. WT-Roseville JV is not authorized to proceed with this work until the associated Change Order 06 is approved by Roseville City Council.

Owner's Project Manager:

Charles K. Aycock

Date: 07-DEC-2016

Engineer:

William V. Meislin Jr.

Date: 7 Dec 2016

December 7th, 2016

ATTN: Charles Aycock
Project Manager
City of Roseville / Environmental Utilities Division
Telephone – 916.746.1887
Email – caycock@roseville.ca.us

RE: City of Roseville – Environmental Utilities Division
SCADA System Replacement Project
WT-Roseville JV Response to RFC-018 - Final

Dear Charles,

This letter proposal shall serve as WT-Roseville's formal response to RFC-018, GE iFIX, Historian, and Webspace Product and Service Deficiencies.

Should you have any questions, please feel free to contact me at 916-847-5906 cell, or via email at Kelly.pennington@we-inc.com

Sincerely,



Kelly Pennington
Westin Engineering, Inc. (Representing WT-Roseville JV Team)

Attachments: RFC-018 Cost Spreadsheet

ITEM #1 – GE IFIX, HISTORIAN, AND WEBSpace PRODUCT AND SERVICE DEFICIENCIES

GENERAL DESCRIPTION OF CHANGE

During the planning phase of the City's SCADA replacement project, the City and the City's Consultant (CH2M Hill) evaluated several HMI packages. Based on the scoring, the City selected GE's Proficy platform and then the SCADA replacement project was designed around three core Proficy products. These products included GE's iFIX, Historian, and Webspace. Following the completion of the 60% design, the City selected WTR to collaborate with the City and CH2M Hill staff to finalize the design and perform the integration. The project was planned such that the Barton Water Treatment Plant was the first of the three SCADA systems to be replaced using the latest versions of each software product. During the Barton implementation, WTR uncovered a significant number of deficiencies with the GE products and services. The deficiencies can be classified into four primary categories that affected development, along with factory and site acceptance testing effort and schedule. These categories include features and functionality not working as advertised, product flaws, incomplete or non-existent documentation, and inadequate product features.

As a result of the GE product deficiencies, the time and effort to implement Barton exceeded original budgets and caused schedule delays. On August 23rd, 2016, the City, WTR, and CH2M Hill presented the project impacts to GE as a result of their product deficiencies. After the meeting, GE agreed to the identified issues as a whole, and decided to offer some value to the City; including additional licenses, training concessions, onsite support, a GE customer advocate, and the extension of the GlobalCare software support expiration date.

This change is for the effort spent by WTR and the associated schedule impacts as a result of the GE deficiencies.

REASON FOR CHANGE

GE deficiencies caused schedule delays to the project and resulted in extra effort spent by the City, WTR, and CH2M Hill that could not be anticipated during the planning of the project. This change is to capture the time delays and extra effort expended by WTR to resolve GE issues, perform work-arounds to identified issues, and work-arounds due to product limitations.

BUSINESS CASE

During the Barton implementation, rather than stop work and wait for GE to resolve the all of the deficiencies in their software, WTR and the City agreed that it was best to move forward as to not lose additional time in the schedule. GE is still in the process of resolving some of the identified issues, thus, if the decision to move forward had not been made, the project could have been delayed an additional year or two above and beyond the time documented in this RFC.

ASSUMPTIONS/CLARIFICATIONS

1. The extra effort for GE issues was projected for the Dry Creek and Pleasant Grove implementations. Since the base of these systems are clones of the VMs and application installed at Barton, the assumption is that the number of new issues will be minimal.
2. WTR will provide no additional deliverables as part of this RFC.

SCHEDULE IMPACT

The estimated impact to the overall project schedule is 240 calendar days because of this change.

DELIVERABLES

None

TOTAL COST IMPACT

Refer to the RFC costing spreadsheet.

Issue #	category	Short Description	WTR - Cost Impact To Date (8-18-16)	WTR - Unbilled	WTR - Cost Impact PG Estimate	WTR - Cost Impact DC Estimate	Item totals	GE Suggested/Documented	Long Description
1	WebSpace Clustering	WebSpace clustering didn't work as advertised by GE	\$ 49,200.00	\$ 13,000.00	\$ -	\$ -	\$ 62,200.00	Yes	Dave and Kelly had approximately 24 hours each of screen sharing sessions with Dale from GE to explain our issue, perform suggested modifications, and rebuild the system. This time didn't include time spent performing actual work. GE supposedly had tested the clustering solution with Windows 2003, however they couldn't find any of the test plans or test results. Their documentation states that the relay server cluster would work with Windows 2012, but had never been officially tested. The coordination between GraphON and GE was poor which extended the amount of time this issue was open and the ability we were able to eventually get the cluster functioning however it didn't work quite as described and added so much complexity that it was deemed by WTR/CH2 that it wasn't worth implementing.
2	GE Documentation	No documentation for architecture to meet NIST 800-82 Standards	\$ 11,600.00	\$ -	\$ 1,000.00	\$ 2,000.00	\$ 14,600.00	No	GE doesn't have documentation on how GE software can be architected to meet the NIST 800-82 standards. Documentation like this would help in ensuring that GE's software can be integrated to comply with security guidelines/standards.
3	Alarm and Events	Alarm and Events is difficult to setup to work with SQL2012	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	No	Alarm and Event working with SQL 2012 (case 0025738). Their documentation doesn't accurately reflect all the setup steps required. We spent approximately three days troubleshooting internally and working with GE on this issue under the case.
4	GE Documentation	No security settings documentation for Internet Explorer with WebSpace	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	No	In general for complex setups GE's documentation falls short. A prime example of this is what settings (specifically security settings) are required in MS Internet Explorer to allow WebSpace to function.
5	IFIX Limitations	Custom coding needed to compensate for limited Dynamo functionality	\$ 10,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 16,000.00	No/Yes	Dynamo functionality is limited to what parameters you can assign a variable to or how to dynamically assign a threshold table. We had to spend extra time implementing custom coding/features to get dynamos to function the way we would like. Dynamos don't retain color unless you put a color table. Dynamos don't retain rotation unless its attached to a tag. When communication is lost, color threshold tables to accurately reflect the true state. We had to put a work-around for each screen associate with remote radio sites that lose communication with an event marker (this issue was eventually resolved by a SIM, but not until after we had to perform the work around). Dynamos threshold tables that are applied in VBA dynamically in runtime don't correctly initialize unless an event is applied.
6	GE Documentation	No documentation on how to setup a virtualized environment	\$ 13,520.00	\$ -	\$ -	\$ -	\$ 13,520.00	No	GE doesn't have documentation on how to setup a virtualized environment. Competitors such as VMW have such documentation. We ran into an issue with not having the vmxnet3 card which caused database syncing issues (case #00326487). We spent over 80 hours troubleshooting this. GE, even their top tech support didn't know how to resolve this. The case #00326487 was open approximately 2 months.
7	Alarm and Events	Custom coding to have Historical alarm and events track who ack an alarm	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	No	Acknowledging alarms in the alarm summary using the Ack all command doesn't show who acknowledges the alarms in Historian Alarms and Events. Custom scripting had to be developed to work around this limitation. There was a KB article that did help with this however.
8	IFIX Limitations	Can't write a value to a MDI tag when in hand	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	Yes	A functional limitation is that you can't put an MDI tag in hand and write a value to it. Will from GE said he would get back with a solution or workaround and we never heard back. The cost for this is still unknown. Since GE hasn't provided a solution the cost shown is the cost spent in discussions and following up on the issue.
9	Proficy Historian	Visual Studio crashes	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	No	Data Flow task can't use Historian tables (via OLE DB driver) as source, it crashes Visual Studio. There is no GE documentation stating that this wouldn't work. Data Flow task in SSIS is the easiest way to copy data from source to destination, allowing a rich toolbox of optimized, in-memory transformations for high speed data transfer. This method was assumed to be available when preparing the cost estimates for the work.

10	Proficy Historian	Additional coding to have SQL tasks for Historian	\$ 5,000.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	5,000.00	No	Can't use parameters for Execute SQL Task for Historian, need to have an extra step to build the SQL first. This is a limitation of GE's database. This functionality is expected of any modern database system or OLE DB interface.
11	Proficy Historian	Query limitations forced additional code	\$ 10,000.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	10,000.00	No	Can't join tables to self (via aliasing) in Historian queries, so we have to have separate staging tables for digital extract (need to query multiple tags to get runtime and transition counts). This is a limitation of GE's database.
12	Proficy Historian	Timestamp for time intervals not adjustable (beginning vs end)	\$ 2,000.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	2,000.00	No	Should be a way to define whether the timestamp marks the beginning of a time interval or the end of a time interval (via a query "where" clause / like column). In Historian it is the end of the time period, but in HDR it is the beginning of the time period. This causes us to have to "shift" the data returned after the fact, so that it returns what HDR needs.
13	Proficy Historian	Numeric results will error unless converted to string	\$ 2,000.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	2,000.00	No	Numeric result set data coming back from Historian needs to be converted to String (via to_string) within the Historian query or it will throw a strange error. Date datatypes work ok. This is not documented by GE. We ran into it during development.
14	Proficy Historian	Historian aggregates (min, max, avg) don't work as expected	\$ 3,000.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	3,000.00	Yes	Historian aggregates (min, max, avg) don't work as expected with GROUP BY query, need to be run as separate queries with "CalculationMode='xyz'" where xyz is Minimum, MinimumTime, Maximum, MaximumTime, Average, etc. GE's documentation says you can use GROUP BY queries but when actually using them, the results are not correct.
15	Proficy Historian	Parameter field is string instead of numeric	\$ 2,000.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	2,000.00	No	When using Historian OLE DB query parameter CalculationMode = MinimumTime or MaximumTime, the "value" column is not numeric or date / datetime, it is String. So it has to be bulk loaded into a String column and then converted to datetime. This is not documented by GE. We ran into this during development.
16	Proficy Historian	rounding errors on floats	\$ 1,000.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	1,000.00	No	Encountered rounding errors when transferring SQL float to Oracle float directly. Eliminated the issue by leaving as String until within Oracle, THEN casting to float internally. (i.e., 4.12345 would sometimes show as 4.123450000000001 or 4.123499999999999)
17	Proficy Historian	OLE DB interface crashes when pulling mass data in queries	\$ 5,000.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	5,000.00	No	Historian easily throws "too many rows" error if pulling too many rows in a query, can be avoided somewhat by increasing memory parameters.
18	Proficy Historian	Incorrect audit log messages	\$ 5,000.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	5,000.00	Yes	00362471 - (Historian Issue - During a fail-over of the IPI Historian collectors they push data for other tags into the historian archive. Upon failure the historian collectors then overwrite this "bogus" data. (Note, the data isn't actually bogus, but it gets pushed into the archive for the wrong tag). When the "good" data overwrites the "bogus" data, the data in the archive is marked as edited. This creates false information that gets rolled up into the CRY's regulatory reports. (i.e. the data is not really edited at least not purposely by a SCADA user)) GE was able to internally reproduce the issue and it is currently into GE Engineering for review.
19	Proficy Historian	Audit log messages are slow	\$ 5,000.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	5,000.00	No	Audit Log (IMessages) queries are slow unless specifically tuned. Calculate the lesser of two dates then pass to the query. No documentation on how to tune queries for performance. This wouldn't be an issue if the Proficy Historian behaved similar to other databases. As a result we had to go through trial and error to tune. Other GE products such as the drivers have specific examples on how to tune for performance considerations. An example of the query time impact is for one query prior to tuning it would take 20 minutes of query time versus 1 minute after tuning.

20	Proficy Historian	Query per tag are slow. No caching	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	No	Historian aggregate queries are too slow to query per tag, appears to be no internal caching of data as would be seen on other modern databases (had to develop separate bulk load interface). We had to work around the limitations of the product which required additional effort.
21	Proficy Historian	Historian can't utilize multiple CPUs	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	No	Historian server can't utilize multiple CPU processors / cores (at least for queries). This prevents multiple queries from maximizing available physical CPU computing power.
22	Proficy Historian	TagName not present as a column in the iMessages table	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	No	TagName not present as a column in the iMessages table, making it more difficult and less efficient to find audit log entries created by data edits.
23	Proficy Historian	TagName missing (the actual data, not the column) from the iAlarms table when querying for Events.	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	No	Case 340470: TagName missing (the actual data, not the column) from the iAlarms table when querying for Events. This makes it much more difficult to process the events to a usable form. This caused us to have to write a parsing routine to handle 8+ different message types and formats, to parse the tagname out of the message string.
24	Proficy Historian	Audit logs (messages) generated on data edits were generating two messages instead of one.	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	Yes	Audit logs (messages) generated on data edits were generating two messages instead of one. This was identified as a GE bug, but due to time constraints, we are implementing a rather easy work-around to ignore the duplicate messages. This was eventually solved in SIM24. A solution was provided to install the latest historian SIMs on the iFIX nodes. After installing these SIMs it completely crashed iFIX upon starting. This was eventually resolved after spending time with GE giving them dump files and other information. The solution was to replace an OQC file. Once the solution was derived, additional time was spent implementing the solution.
25	Proficy Historian	SIM updates crash iFIX	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	Yes	Case 00359246: Early in the design WTR posed the question to GE regarding what is the best method to put a tag OOS and in hand. GE's solutions (email dated 3/20/14): in order to put a tag in hand a user can put a tag in "manual" scan mode, in order to put a tag OOS the tag can be taken off-scan. The issue is that with both these solutions and the alarm enable/disable which is provided in the tag status screen don't keep during a complete restart of both SCADA nodes.
26	iFIX Limitations	Can't write to system tags. Tags related to OOS, hand, alarm enable don't save when iFIX is shutdown.	\$ 22,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 24,000.00	Yes	GE agreed on 3/25/16 to provide the additional functionality. Meeting is scheduled for the week of 4/18/16 to discuss complications that arose when providing this functionality.
27	iFIX Limitations	Database Import - AA/DA info priority	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	Yes	As of 8/15/16 GE implemented the additional features with a iFIX service pack (SP2). The cost impact includes the time to put together an implementation plan, do the development for the faceplates and to implement (approximately 80 hours, part of which is a future cost impact). Service pack was released on 8/2/16.
28	iFIX Limitations	Database Import - EGU resolution	\$ 2,000.00	\$ -	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 3,000.00	No	GE case #00282532. When importing the analog alarm and digital alarm tags with . After several discussions with GE technical support, they recognized that this was an issue they had known about for some (since 2012) and stated that this "doesn't have sufficient impact to warrant a fix".
29	iFIX Limitations	Dynamo Limitations	\$ 25,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 35,000.00	No	When exporting and importing tags in Excel via a CSV the resolution of the engineering units are lost. For example 2.00 will be imported as 2. This impacts the number of digits displayed in a datalink on a process screen, which impacts the number of significant digits displayed and recorded for process values, particularly those used in regulatory reports. After this issue was uncovered we were able to find a knowledge base article with an macro enabled Excel workbook. For all imports we used this macro enabled workbook or notepad, both which added time. We don't believe this issue to be documented in GE's documentation provided as part of the product. #813502.
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Dynamos can't accept new tags when performing a dynamo update using the Wizard. This required us to replace all instances for Dynamos that had to be updated throughout the project.

30	IFIX SIM	IFIX SIM16 breaks valve Dynamo	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	Yes	We ran into this issue on 3/11/16. Case #00367736. The issue is we had Workspace SIM 16 installed on all nodes in the system for about a week, however it was noticed last that it caused one of our Dynamos to stop functioning correctly in a Workspace session. The Dynamos in question are our valve Dynamos that are dynamically assigned threshold tables in VBA during initialization of the Dynamos and a new process graphic. We were able to confirm that SIM16 caused this deficiency, since as soon as we uninstalled the SIM (and reverted by default to Workspace SIM 6) on both Workspace servers the issue went away. It is important to note that the issue was NOT present with Workspace SIM 15 when running a session of IFIX directly from the Workspace servers console session or the SCADA servers themselves. It would only appear from an actual Workspace session. We tested the Workspace sessions on three different machines to eliminate the Workspace session host machine as a possible culprit. As of 8/15/16, GE came back with a work-around that will be implemented with the SP2 installation.
31	Design / Implementation Plan	Discussions with GE to review and buy-off on design.	\$ 3,750.00	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 8,750.00	No	WTR had approximately 4 conference calls with GE between the 90% design and when the implementation started. The primary goal of these conference calls was to get GE to buy-off on the design, but specifically in a virtualized environment GE didn't have any official documentation stating that it was supported in a virtualized environment. Additionally this was spurred due to issues WTR had during other project implementations of the GE products. Its estimated that the each call took 1 hour and the time to prep and coordinate for each call was 2 hours. There was 4 WTR members that attended each call. Based on the number of issues on the Barton Implementation, W7/City decided to meet to review both what was developed for Barton, but to also review the implementation plan for the next two sites. This was unplanned work.
32	Proficy Historian	Historian memory related issues	\$ 47,000.00	\$ -	\$ -	\$ -	\$ -	\$ 47,000.00	Yes	00369876 - (Historian - Doing query for Alarms from Excel Add-in does not give the result and put memory exception error message in AlarmArchiver.log file.) 00387317 (Hist 5.5 w/ SIM 26 - Archive couldn't create a new one). 00387328 (Hist 5.5 w/ SIM 26 - Server Unsupported in the historian admin). Per the direction of GE we installed the Windows performance monitor dataset specific to the GE historian on WTH501 around 4/7/16. Additionally, we enabled a debug mode for both the Historian Data and Historian Alarm Archiver services. The issue has yet to occur since, but we continue to collect about 15GB of performance monitoring data daily. As of 7/5/16, this on-going issue has cost WTR approximately 24 days of additional troubleshooting, coordination, demonstration, issues, fix issues created by the memory leak (failed SSIS jobs), sending GE files, adding performance and debug logs, etc. WTR had to create a work-around (service restart) to keep the system up and running.
33	Proficy Historian	Hist 5.5 - User defined functions in calc collector disappeared after reboot	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00		As of 8/15/16, this item includes the effort for all three cases above and an anticipated future effort of \$10k. 389981 - Case was created on 6/23/16. The issue was that the listbox which contains the user defined functions for calculations would be empty. GE requested the WTR install SIM30. SIM 30 was installed. WTR sent GE a copy of the WTH501 VM. GE found out that the issue was occurring due to the historian archive debug mode. WTR disabled debug mode and the issue disappeared. This is only a work-around. GE will issue a SIM for the issue, but as of 8/15/16 there is no time-table for the release. The cost impact includes the time spent with the case, troubleshooting, sending the WTH501 VM to GE, coordination, and the future time to update the historian to the latest SIM. 00394807 - The City has been the lead on this case. The issue is that the security files on WTS501 become corrupt. The cost associated with this line item includes the warranty time spent assisting rebuilding the IFIX security, coordination and discussions with the City on this issue.
34	IFIX Security	Security Synchronizer corrupt error messages	\$ 1,000.00				\$ -	\$ 1,000.00		00398108 - Case was opened on 8/2/16. Certain strings don't display completely on DZW501. GE has requested information. From WTRs standpoint this is on-hold for now until we implement SP2.
35	IFIX	IFIX 5.8 - Strings are getting cut off	\$ 1,000.00					\$ 1,000.00		
36	Documentation	Time to document these short comings and conference calls to discuss.	\$ -	\$ 5,500.00	\$ -	\$ -	\$ -	\$ 5,500.00	No	
37	Additional Direct PM		\$ 27,557.00	\$ 1,850.00	\$ 1,400.00	\$ -	\$ 1,500.00	\$ 32,307.00	No	Additional PM time and coordination was required to manage these issues. Impact is roughly 20% of total impact. This is direct PM time with meetings, client coordination, resource discussions, escalation, the weekly GE Support alignment meeting, etc
38	Additional Software Support		\$ -	\$ -	\$ -	\$ -	\$ 45,000.00	\$ 45,000.00	No/Yes	Due to extension of the project schedule and the requirement to purchase all GE software and support at the beginning of the project, PG and DC will likely require extension to the support contracts. It is anticipated that this cost will be approximately \$45,000.

Totals

Grand Total

WTR's total

400,377.00



CHANGE ORDER

CHANGE ORDER NO.: 07TO: WT-RosevillePROJECT: SCADA Replacement Project PROJECT NO: 460705.B3.20OWNER: City of RosevilleENGINEER: CH2M HILL**The following modification(s) to the Contract are hereby ordered (use additional pages if required):**

Modifications as described in the attached Response to RFC 019 WT-Roseville Project Cost Impacts. Time addition includes 135 calendar days.

Reason for Modification(s):

WT-Roseville has encountered unexpected effort in the quantity and duration of coordination meetings, the level effort required to systematically test over 40,000 database points across the three SCADA systems at the factory and then repeated during site acceptance testing, and the amount of project management coordination effort within and between the two firms which comprise the Joint Venture.

Attachments (List Supporting Documents):

Response to RFC 019 dated 7 December 2016.

Contract Amount or Price		Contract Times (Calculate Days)	
Original	\$ 4,324,569.00	Original Duration	641 Days
Previous Change Order(s) (Add/Deduct)	\$ 2,483,382.01	Previous Change Order(s) (Add/Deduct)	692 Days
This Change Order (Add/Deduct)	\$ 910,865.10	This Change Order (Add/Deduct)	135 Days
Revised Contract Amount	\$ 7,718,816.11	Revised Contract Time	1468 Days

The Revised Contract **[Substantial Completion]** Date is:Thursday, May 31, 2018

Owner	WT-Roseville	Engineer Recommendation
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>William V. Meislin Jr.</u>
Date: <u>12/15/16</u>	Date: <u>12/9/16</u>	Date: <u>8 December 2016</u>
By: _____	By: <u>[Signature]</u>	
Date: _____	Date: <u>12/12/16</u>	



REQUEST FOR CHANGE

RFC NO: 019 Summary

DATE: 12/7/2016

PROJECT: City of Roseville, SCADA System Replacement Project

DESCRIPTION: WT-Roseville Project Cost Impacts

WT-Roseville has encountered unexpected effort in the quantity and duration of coordination meetings, the level effort required to systematically test over 40,000 database points across the three SCADA systems at the factory and then repeated during site acceptance testing, and the amount of project management coordination effort within and between the two firms which comprise the Joint Venture.

Attached documentation from WT-Roseville consists of the RFC-019 cover letter, and a listing of the identified items with an estimate of the financial impact. The estimate provided by WT-Roseville indicates a total cost of \$1,592,382.50, which was reviewed and adjusted to the contract price change.

Total contract price change is \$910,865.10, and will be compensated using the Phase 2 labor rates and expense terms listed in the Revised Table IV-2 of Exhibit E1 dated November 7, 2016. The contract time will be extended 135 days.

☐ Request for Change is approved. WT-Roseville JV is authorized by the Owner's Project Manager to proceed with this requested change provided the value of the work does not exceed \$__.

☒ Request for Change is approved. WT-Roseville JV is not authorized to proceed with this work until the associated Change Order 07 is approved by Roseville City Council.

Owner's Project Manager: Charles K. Aycock Date: 07-DEC-2016

Engineer: William V. Meislin Jr. Date: 7 Dec 2016

December 7th, 2016

ATTN: Charles Aycock
Project Manager
City of Roseville / Environmental Utilities Division
Telephone – 916.746.1887
Email – caycock@roseville.ca.us

RE: City of Roseville – Environmental Utilities Division
SCADA System Replacement Project
WT-Roseville JV Response to RFC-019 - Final

Dear Charles,

This letter proposal shall serve as WT-Roseville's formal response to RFC-019, WTR Cost Impacts.

Should you have any questions, please feel free to contact me at 916-847-5906 cell, or via email at Kelly.pennington@we-inc.com

Sincerely,



Kelly Pennington
Westin Engineering, Inc. (Representing WT-Roseville JV Team)

Attachments: RFC-019 Cost Spreadsheet

ITEM #1 – WTR COST IMPACTS

GENERAL DESCRIPTION OF CHANGE

The City's SCADA replacement project's delivery method was a design-assist. Part of the design-assist project delivery method ensures a very detailed collaborative approach, which ultimately provides the City with a more enhanced and refined end product. From the 60% design to the final implementation, many facets of the final system were changed. Many of the easy to capture changes were captured in RFC's along the way, however, other variances in the planned delivery were not captured. The RFC project cost impact spreadsheet, provided as part of this RFC, details each item that impacted schedule and effort. Each item identified in the RFC stands on its own, however, there were several common themes between the set of items. These themes include additional scope or ad-hoc requests, group collaboration and research above and beyond what was anticipated, underfunded/underestimated portions of the project, changes in technology over the course of the project, and unknown existing conditions that were uncovered throughout the project.

This change is to capture the additional effort and schedule impact shown for each item in the RFC19 cost impact spreadsheet.

REASON FOR CHANGE

The nature of technology projects, especially those that are consolidating and standardizing legacy systems which are 15-25 years old, face a laborious and complex path in documenting and overcoming years of patched and siloed modifications. For the reasons above, there has been an increased cost for all parties involved in this SCADA Systems Replacement project.

BUSINESS CASE

The additional collaboration and system refinement to meet the City's needs provide a variety of benefits to the City. Benefits to the City include a highly functional and advanced system, comprehensive testing covering almost every permutation of possible SCADA failures, a more secure system that's been endorsed and praised by the Department of Homeland Security, and a SCADA and core system that is up-to-date with the latest patches.

City staff who will be tasked to maintain the SCADA system after the project and warranty period has expired, have benefited with thousands of hours of exposure and first-hand training alongside WTR staff who developed and configured the system. This additional experience will provide additional dividends to the City long after the project has ended.

ASSUMPTIONS/CLARIFICATIONS

None

SCHEDULE IMPACT

The estimated impact to the overall project schedule is 135 calendar days because of this change.

DELIVERABLES

None

TOTAL COST IMPACT

Refer to the RFC costing spreadsheet.

Item #	Short Description	Long Description	Barton - Design Phase - Total WTH	PG - Total WTH	DC - Total WTH	Barton PG/DC - Combined Total WTH	Category - Area of Impact	Core Reason(s) for Overlap or Stringency	How the Overlap will be Mitigated for Future Phases/Trails
1	GE Issues	See RBCs cost spreadsheet. During the FAT and SAT, we provided considerable training on an ad-hoc basis. This training included explanation of how to access certain components, demonstrations to how terms work, answering questions if the answer was known, and researching the answer to questions if answers were not immediately known. The estimate of this ad-hoc training is approximately 100% of each individual's time in the test facility during the FAT and on-site during the SAT. The City benefited directly as a result of this ad-hoc training since they were able to get one-on-one sessions with many cases hands on experience directly with the staff that programmed/configured the SCADA system. The amount spent for Barton SCADA FAT/SAT was \$106,252 and \$113,114 respectively, for a total of \$219,366. We estimate that of that cost individuals were with COR staff approximately 75% of the time. The resulting impact is $(\\$219,366 * 75% * 0.90) = \\$152,302$. The amount spent for DPFS SCADA and Barton core system FAT/SAT was \$23,533-FAT and \$262,721-SAT respectively, for a total of \$286,253. Its estimated that of that cost individuals were with COR staff approximately 60% of the time. The resulting impact is $(\\$286,253 * 60% * 0.90) = \\$157,175$. For future when the anticipated impact will be reduced since the City has gained significant experience and knowledge through this process. We estimate the time impact at PG and DC will be one-half the time and cost spent on the Barton DPFS/SCADA per facility.	\$	\$	\$	\$	Development (10) / Training (75) / Design (15)	Issues with the GE product	We expect the number of issues to be significantly less on PG/DC. Although its impossible to entirely predict the number of issues, we expect that we will experience only 20% of the issues that we experienced on the Barton.
2	Ad-hoc training / support	Task 1.04 of the design was for the migration and transition plan workshop. The plan is proposed was to have a single workshop to plan the transition and migration at all three plants from the existing DYNAC system to the new system. This task was budgeted for \$8,976, but this formal workshop was not conducted. Additionally there was approximately \$7,790 budgeted for each plant for field testing and startup coordination. For Barton, instead, what did occur was preparation of a detailed customer tasks spreadsheet, BWVTP transition plan, detailed edge router customer plan, and several conference calls with the City to discuss these items. The total effort for each one of these tasks is as follows: Customer tasks spreadsheet: 40 hours BWVTP Transition Plan: 40 hours Detailed edge router customer plan: 54 hours Conference calls to discuss transition: 32 hours (2 internal calls 1 hour each & 8 people) (2 external calls 1 hour & 6 people) (2 HOR related transition calls 1 hour & 4 people). The total effort for this task was 126 hours. The project is that these same transition planning documents and meetings will be necessary for both PG and DC, minus the HOR transition, and will require 75% of the effort at Barton. PG/DC each = $126 \text{ hrs} * \\$156.25 = \\$19,688$. $\\$19,688 * 75% = \\$14,766$.	\$	\$	\$	\$	Training (100)	Unanticipated amount of training during testing	City staff has already had a significant amount of hands-on training. Although we expect that there will still be some training during the testing phases it will be significantly less.
3	Transition meetings / documentation for customer	The effort for preparing the hardware and logic software for the RBC (commissioned and supervised) required 371 hours of effort. This effort to research, testing, label, connect, power up, configure and test equipment and to prepare the testing area for FAT required a large effort by multiple individuals. Included in this effort was the categorizing and tracking each one of thousands of hardware and software items. One factor out of many, the amount of temporary equipment and labels to assemble the various FAT test cases with the large number of RBC/CI/WT staff was far more than expected. There was no separate, specific budget for this effort in the project cost estimate. However, this work could be considered part of Tasks 602 and 603, which had budgets of 80 and 94 hours, respectively, for a total budget of 174 hours. Assuming one half of those hours were budgeted for tagging, budget = 87 hours. $87 * 97 \text{ hours} = 275 \text{ hours of additional effort}$. $275 \text{ hours} * \\$156.25/\text{hr} = \\$42,969$. We expect a similar level (75%) of additional effort will be required for DC and PG.	\$	\$	\$	\$	Design (10) / Testing (10)	Compliance with the customer, number of individuals required for testing, unanticipated documentation	The document format and some content prepared for Barton can be reused for PG/DC.
4	Hosting, Staging, Config - HW/SW for Witnessed and FAT	The effort for preparing the hardware and logic software for the RBC (commissioned and supervised) required 371 hours of effort. This effort to research, testing, label, connect, power up, configure and test equipment and to prepare the testing area for FAT required a large effort by multiple individuals. Included in this effort was the categorizing and tracking each one of thousands of hardware and software items. One factor out of many, the amount of temporary equipment and labels to assemble the various FAT test cases with the large number of RBC/CI/WT staff was far more than expected. There was no separate, specific budget for this effort in the project cost estimate. However, this work could be considered part of Tasks 602 and 603, which had budgets of 80 and 94 hours, respectively, for a total budget of 174 hours. Assuming one half of those hours were budgeted for tagging, budget = 87 hours. $87 * 97 \text{ hours} = 275 \text{ hours of additional effort}$. $275 \text{ hours} * \\$156.25/\text{hr} = \\$42,969$. We expect a similar level (75%) of additional effort will be required for DC and PG.	\$	\$	\$	\$	Design (10) / Testing (10)	Compliance with the customer, number of individuals required for testing, unanticipated documentation	The document format and some content prepared for Barton can be reused for PG/DC.
5	Modifications requests to correct during FAT/SAT	During the Barton DPFS FAT/SAT there were modifications to process screens that were requested. After the screen layouts were approved, the estimate is that the modifications requested required an additional 10 days of effort for Barton. The additional effort results in an additional $10 * \\$1,250 = \\$12,500$ of effort. This includes the effort required to change the open/close status from Manual Remote to Local Remote, which required the rework and retesting of equipment templates and some dynamics. The estimate is that the modifications requested required an additional 12 hours for DPFS & tags = $\\$5,200$.	\$	\$	\$	\$	Testing (100)	Unanticipated City changes during FAT/SAT	Its expected that the amount of time for PG/DC will be less than that for Barton. There is no expected cost savings here.
6	Spares Graphics and Points	In the proposal WTH calculated the number of existing screens / database points, based on the information provided in the RFP process. In all four systems there were some screens that were legacy and weren't replicated, in addition there were tags that were either identified as "spare" or "deleted". However, the contract details that if the addition or subtraction of screens / database points is within 5% then there is no adjustment. For the purposes of a credit there are approximately 5% "spare" screens" and "tags" above and beyond the 5% baseline allocation for WTP and a 25% credit for DC. The credit is calculated based on the total HMI development dollars for each site. For DPFS and PG there is no credit since the deletion of screens and tags is within 5%. WTP Total HMI Development Credit = $\\$109 * \\$138,904 * 5% = \\$56,945$ DPFS Total HMI Development Credit = $\\$126 * \\$48,700 * 0% = \\$0$ PG Total HMI Development Credit = $\\$308,274 * 0% = \\0 DC Total HMI Development Credit = $\\$286,171 * 25% = \\$71,543$	\$	\$	\$	\$	Development (60) / Training (40)	Unanticipated City changes during FAT/SAT	This City is more familiar with the capabilities and configuration of RBC. The City has already started "HMI Graphic" reviews with PG operations and will do the same for DC operations.
7	Additional SCADA functionality	During the FAT/SAT there were additional functional requests or additional items that were added that were not captured in the original project Specs. It was anticipated during the proposal process that approximately 50% of the "additional" functionality would be required at some level. The impact is additional functionality * 50% $(224 * 50% = 112 \text{ hours}) * \\$156.25 = \\$17,500$. The anticipated effort to implement this additional functionality for DC and PG is 40 hours each. 1) ISS status/Alarm tags and screens: 24 2) Configuration of monitoring and alarming for the historian collectors, ISS service alarming, SCADA server failure alarming: 60 3) System status overview screens: 16 4) Tag status screen: 16 5) Alarm history screen: 8 6) Custom trend and alarm display: 40	\$	\$	\$	\$	Development (60) / Training (40)	Unanticipated City changes during FAT/SAT	The items shown in the description column are already developed for Barton and can be mostly reused with some additional effort.
8	RBC's and SCADA Complexity Impacting other Project Areas	The RBC's attempted to define the costs of changes for additional work required as we moved from the 60% to the 100% design. Although costs were developed for each "piece" of additional work, the RBC's didn't capture the overall complexity that was added as a result of all the items combined. As a result, this added additional effort in configuration and overall effort for troubleshooting issues. We estimate that this added another 8% to the overall labor associated with RBC's 3 and 5. The total labor associated with RBC's/DCs not including PM, test operation, and associated cost with producing the RBC's was $\\$627,898$. Additional effort associated with the complexity with all components as a whole is estimated at $(\\$627,898 * 8%) = \\$50,232$. We estimate 5% of the 8% has occurred during the Barton development. $(\\$627,898 * 5%) = \\$31,395$. We anticipate the added complexity will impact the PG and DC development, but to a lesser extent per facility. We estimate the impacts on PG and DC (combined) will be 3% of the 8% estimated total impact. $(\\$50,232 * 3%) = \\$1,507$, or $\\$5,418$ per facility.	\$	\$	\$	\$	Development (20) / Training (80)	Unanticipated City changes during FAT/SAT	The impact of the additional complexity will be reduced on PG and DC because much of the related work has been completed and due to lessons learned.

16	Additional effort to meet MPT/PCA requirements and DHS' options for consideration related to security	The level of effort required to implement the security requirements was not sufficiently indicated when RFGs 3 and 5 were produced, partly due to the way the requirements evolved from the DHS audit. Also, the effort required to test and retest the security controls for the various support functions was not fully anticipated. We had anticipated that we would "fix" the network configuration during the SAT, but that turned out to be impractical. Another item related to this was the creation of the security incident response plan. During the SAT, there was a generic security incident that was added and approved. Once the SAT was complete, we had to create a more detailed incident response plan for RFG based on what we had learned from the SAT. Overall, the effort required to configure, reconfigure, test, troubleshoot, and fix network incident-related configurations was significantly more than could have been anticipated when the effort estimates were prepared. We estimate the additional effort during the SAT was 80 hours. This additional effort will continue with PG/DC, however, the expected additional effort is SAT.	\$ 18,750.00	\$ 9,375.00	\$ 9,375.00	\$ 37,500.00	Testing	Investigating per effort	(It is expected that the amount of time for PG/DC will be about half of what was required for Barton.
17	Additional testing on Network Hardware to troubleshoot 100th intersection on Bridge	The RFG to use the Nutsite hardware assumed that the hardware and related software would perform "as advertised" without a lot of extra effort. A number of factors caused the Nutsite cluster to have performance issues that required extensive troubleshooting efforts to correct. Additional efforts will be required to ensure that the Nutsite platform, along with the Brocade switches, will provide a reliable system for the City. During the Barton implementation one of the items that took time was adding a temporary RFP server during the middle of SAT. Overall, we estimate the core system group has expended a minimum of 75 hours troubleshooting and fixing issues associated with Nutsite, Brocade, and VMware reliability and performance. 75 hours x \$16.25 = \$1,218.75	\$ 15,468.00	\$ -	\$ 4,028.00	\$ 20,157.00	Testing / Development	Unanticipated issues with hardware	The Nutsite hardware has been tested with Barton. There are some additional tests that will be performed during the PG/DC implementation, however the effort will be less due to lessons learned.
18	Unplanned OS, Network, VMware, Internet Explorer, and MacAfee, software upgrades and patches	As a result of the core system troubleshooting and fixing issues, additional time was required to verify the SCADA system functionality, performance, and perform additional backups. It is estimated that this resulted in 24 hours of additional effort. 24 hrs x \$16.25 = \$375.00. The total for Barton was \$31,729 + \$375.00 = \$32,104. For PG and DC, additional time with the Nutsite and the 100th connections to the Brocade will be performed prior to the SAT, since there were some early test results for performance issues the Barton Nutsite was fully commissioned without running the risk of failures. We anticipate this testing will require another 20 hours to test various scenarios, work with Nutsite, and retest/scaling systems. For PG and DC, the software update requirements will be defined prior to starting the SAT and should have a smaller impact on the work effort. We estimate the additional costs for PG and DC (combined) will be approximately one-half the impact on Barton.	\$ 31,722.00	\$ 7,793.00	\$ 7,793.00	\$ 46,758.00	Testing	Software	Earlier agreement on the requirements for updates and better planning of the timing of updates should reduce the impact on PG and DC.
19	Warranty	The specifications required 1 year of "on-call" 24-hour support from substantial completion (see Section 40.90.00, 1.08 A). This provides a 24/7 support line where the City could call for "demand maintenance". The cost just to provide the 24/7 hotline is a flat fee of \$2,000 per month, and was proposed for a total of 12 months. The flat fee does not include labor beyond taking calls, collecting trouble information, and routing calls to appropriate staff. The substantial completion was assumed to start when all three sites were commissioned. However, the City requires 1 year for each plant starting at the substantial completion of each plant. Based on the most current schedule, a total of 28 months, instead of 12 months, of the 7/24 call-in number is required. 28 - 12 = 16 months x \$2,000 = \$32,000.00 - \$32,000.00 additional cost.	\$ -	\$ 66,000.00	\$ -	\$ 66,000.00	Warranty	Requirement is not clear in Specs.	n/a
20	Redundancy	WTR based the proposal cost estimate on the assumption that the Phase 900 warranty/support labor budget (a total of 528 hours for all four facilities, or approximately 132 hrs/plant) were available for repair of defective equipment and software. The City's interpretation is that most or all of these hours are for discretionary additional support work under City control, used for City requested updates, patches, etc., and are thus not available for WTR to use as needed for warranty repairs. Based on statistical 20, which clarified how the warranty would be handled, below is a high-level summary: 1) Warranty Maintenance Service Agreement (WMSA) consists of the "on-call" support and the replacement of components and software found to be defective. \$28 a month to provide the on-call support service and the labor to fix the warranty issues. Task 900 currently has no budget. 2) WTR will be responsible for the labor to fix the warranty issues. Task 900 currently has no budget. 3) WTR will be responsible for the labor to fix the warranty issues. Task 900 currently has no budget. 4) Maintenance and Software Support Agreement includes - \$50K of On-site designated enhancements (task 1101), 240 hours of general remote support to be used at the City's discretion (task 907), and 86 hours of site visits as requested by the City (task 908).	\$ (20,448.00)	\$ -	\$ -	\$ (20,448.00)		Elimination of Webpage and other items	
21	OSM Documentation	With this clarification from the City, WTR will need additional hours for as needed warranty repairs. We estimate we will require 288 hours of additional Phase 900 budget (added to the newly created task 909) to provide warranty repairs for the OSM design system (including IFC items). 288 hours x \$16.25 = \$4,680.00. No additional warranty repair funding was provided as part of the RFGs. The RFGs added additional equipment and system complexity that will require additional effort for warranty repairs during the one year warranty period. We estimate that an additional 5% of the RFG-03 through RFG-021 labor hours will be required for RFG-related repairs (repaired to task 809). 5,114 hrs x 5% = 256 hrs x \$16.25 = \$4,160.00. The OSM deliverable required additional effort beyond what was in the proposal and RFGs. The OSM table of contents and additional content was a compromise between WTR, the City, and OSE. The total amount spent on OSM documentation to date is \$72,216. It is anticipated that it will take another \$18,750 to finish the OSM documentation for Barton/DPPS and PG and DC. Its estimated that it both facilities will need an additional \$17,500 to complete the OSM documentation.	\$ 47,457.00	\$ 7,500.00	\$ 7,500.00	\$ 62,457.00	Documentation	Requirements versus what the City actually needed	A significant portion of the documentation will be redundant from Barton/DPPS.
22	Additional PM time to manage the project and its client expectations	The original budget allowed for approximately 150 hours per month of PM. Actual spent was closer to 65 hours per month (\$12,375) - project months 1-27. This didn't include a second PM which has been involved for 68 hours (\$10,900). The amount of PM labor included in the original budget was \$20,000, while RFG3 and RFG4 added another \$50,750. All other RFGs added another approximately \$20K for a total PM budget of \$101,445. As of 4/25/16 the total amount spent on PM was \$114,656. The original schedule duration was 641 days with an extension of 882 days based on the change order to date. Note, change order 3 did not correctly add additional days to the schedule. Change order 3 should have added another 50 days of schedule extension, bringing the total schedule duration to 1073 or approximately 35 months. [2073 days / 30 days per month = 69.1 months]. After month 27 the PMs on the project changed due to the variance in bill rates, the projected future per month is \$8,000. The total estimated PM effort required at the end of the project would be approximately 27 months * \$12,075 + 20 months * \$8,000 = \$502,225. The variance is \$502,225 - \$101,445 = \$191,780. Its estimated that \$87,896 of this has been spent to date and not charged to the project. Additionally, approximately 400 project management hours for the second PM will be required for PG and DC with 160 hours needed for PG and 240 hours needed for DC.	\$ 152,287.00	\$ 328,896.00	\$ 50,000.00	\$ 371,177.00	PM	PM	We do not anticipate a significant mitigation for future phases and tasks. Note that the smaller anticipated additional cost for DC is due to the overlap between the time frame for PG and DC. This allocation is somewhat arbitrary.
23	Anticipated additional Network HW/DW support cost (not including US HW)	Due to the items detailed in this spreadsheet, the project is going to extend 407 days past the contract date. Currently, the project is supposed to be substantially complete by 3/30/17. However, the current schedule shows the project going until 3/21/18. During the material procurement process four years of support was bought for most hardware/software with the expectation that the 1 year would cover the time required to get to substantial completion. Since then, the project schedule has extended. Due to this extension and the fact that most of some system hardware/software was purchased towards beginning of the project, PG and DC will require extensions to the support contracts to cover the 3 years required by the Specifications. It is anticipated that this cost will be approximately \$126,000. This cost doesn't include the additional GE software support (Global Cards) which will be required. The cost for the additional GE software support is captured in item 1.	\$ -	\$ 63,000.00	\$ 63,000.00	\$ 236,000.00			
24	Remaining Material Budget	The material budget was part of the overall GMP budget for the project. To date, there is \$240,963 remaining and \$25,000 expected to be needed for remaining PG and DC material procurement. The estimated \$25,000 is inclusive of the estimated future material purchases only and not the support contracts that need to be extended. These are added under the "additional support subscriptions required" item.	\$ -	\$ (207,963.50)	\$ (207,963.50)	\$ (215,963.50)			
			\$ 879,111.50	\$ 440,176.67	\$ 773,888.13	\$ 1,991,862.50			

ORDINANCE NO. 5801

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Roseville SCADA System Replacement project, per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$5,066,667.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

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

A.R. 6.01 Budget Adjustment Policy & Procedure

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

[Miscellaneous Budget Training Information](#)

REQUESTER*: Charles K. Aycock

DEPARTMENT/DIVISION*: Environmental Utilities

FISCAL YEAR/EFFECTIVE DATE*: 01/18/2017

PROPOSED COUNCIL DATE (if applicable): 01/18/2017

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
3,800,000	30503	6130	00474	173506	45	HDR System Upgrade Project
1,266,667	00474	3902	474			Transfer from Water Rehab Fund
\$ 5,066,667	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
1,607,907			474			SPWA Partner - Roseville (63.47%)
295,893	00474	3790	474			SPWA Partner - Placer County (11.68%)
629,533	00474	3790	474			SPWA Partner - SPMUD (24.85%)
1,266,667			482			Water Rehabilitation Fund
1,266,667	00482	8902	482			Transfer Water Rehab to Wastewater Rehab Fund
\$ 5,066,667	TOTAL					

FINANCE USE	Approved: <i>Kathy Cullen</i> 11/23/16	<i>Wally Hane</i>
	BUDGET MANAGER/DESIGNEE	DATE
		Finance Director
		Date

Justification for Budget Adjustment*:

Fund new CIP for the HDR System Upgrade for EUD

Approved: <i>[Signature]</i> 12/15/16	Approved:
REQUESTING DEPARTMENT HEAD / DESIGNEE	CITY MANAGER
DATE	DATE



COUNCIL COMMUNICATION

CC #: 8242

File #: 0800-02 & 0201-01

Title: Dry Creek Wastewater Treatment Plant Nitrate Reduction Project – Professional Design Services Agreement and Budget Adjustment

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

Meeting Date: 2/1/2017

Item #: 6.23.

RECOMMENDATION TO COUNCIL

Staff recommends City Council approve a professional design services agreement with Brown and Caldwell for the design of the Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements. The total cost of the Brown and Caldwell agreement will not exceed \$1,412,112.00. Additionally, staff recommends Council approve a resolution authorizing the City Manager to sign the attached professional design services agreement.

Staff also recommends Council approve a budget adjustment to transfer \$700,000.00 from the Wastewater Rehabilitation Fund (474) to the Dry Creek Wastewater Treatment Plant Nitrate Reduction Project (163509).

BACKGROUND

In March 2014, the Central Valley Water Board adopted Waste Discharge Requirements Order R5-2014-0049 (WDR Order) for the City's Dry Creek Wastewater Treatment Plant. The order prescribes effluent concentration limits for specific constituents, which includes a 10 mg/L concentration of nitrate plus nitrite. The plant cannot consistently meet this limit without process modifications.

Time Schedule Order R5-2014-0050 (TSO) was also issued in March 2014 and it provides a time schedule for completing actions to ensure compliance with the WDR Order final effluent limitation for nitrate plus nitrite. The TSO requires full compliance with the final effluent limitation of 10 mg/L by March 2019.

A Request for Proposals to provide engineering services for the Dry Creek Wastewater Treatment Plant Nitrate Reduction Project was issued by the City of Roseville on December 4, 2015. Seven firms submitted proposals. Brown and Caldwell was selected as the best value to provide the services described by the request for proposals.

Brown and Caldwell has satisfactorily completed initial work for the Dry Creek Wastewater

Treatment Plant Nitrate Reduction Project and provided improvement recommendations. Based on these recommendations, Brown and Caldwell has provided the final work scope and cost proposal necessary to complete the engineering tasks needed to complete design of the improvements. These tasks include engineering design services, construction engineering services, and construction management services.

FISCAL IMPACT

The total cost of this contract is \$1,412,112.00. Funding is included the approved Dry Creek Wastewater Treatment Plant Nitrate Reduction Project (163509). Cost of this work will be shared by the South Placer Wastewater Authority partners. Roseville's share will be approximately 63.47% of this amount (\$896,268.00).

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The proposed award for professional design services does not include the potential for a significant environmental effect, and therefore is not subject to CEQA. Appropriate CEQA environmental documentation will be presented to Council for approval prior to the Dry Creek Wastewater Treatment Plant Nitrate Reduction Project construction contract authorization.

Respectfully Submitted,

Todd Jordan, Senior Engineer

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-45

PDSA

Ordinance No. 5797

Budget Adjustment

RESOLUTION NO. 17-45

APPROVING A 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 professional design services agreement for the Dry Creek Wastewater
Plant Nitrate Reduction Improvement 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 agreement is hereby approved and that the City Manager is authorized to execute it on
behalf of the City of Roseville; and

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL DESIGN SERVICES AGREEMENT

Dry Creek Wastewater Plant Nitrate Reduction Improvements Project

THIS 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 desires professional services for nutrient removal improvements and

WHEREAS, CONSULTANT has prepared a proposal dated December 2, 2016, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional
services related to chemical feed facilities and aeration process upgrades.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this
reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be
compensated on a time and expense basis in accordance with the budget estimate as described in
EXHIBIT "A". Total compensation shall not exceed one million, four hundred twelve thousand,

one hundred twelve dollars (\$1,412,112).

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

3. Prevailing Wages. As and if applicable to certain services provided under this Agreement, CONSULTANT shall comply with all applicable prevailing wage laws. Additionally, CONSULTANT shall require its subcontractors, if any, to comply with all applicable prevailing wage laws for services performed under this Agreement. In accordance with Section 1775 of the California Labor Code the CONSULTANT shall forfeit as a penalty to the CITY fifty dollars (\$50.00), and/or such other penalty amounts required by statute, for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for such work or craft in which such worker is employed for any work done under this Agreement by the CONSULTANT or by any subcontractor under the CONSULTANT in violation of the provisions of the California Labor Code and in particular, Labor Code sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT. Moreover, CITY shall have the right to withhold payment in such amounts as directed by the Department of Industrial Relations or Labor Commissioner. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the follow website address: <http://www.dir.ca.gov/DLSR/PWD/Northern.html>.

During the performance of this Agreement, CONSULTANT and its subcontractors, if applicable, shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. CONSULTANT is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY.

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

Workers' Compensation

LIMITS OF LIABILITY

Statutory

Commercial General Liability	\$2,000,000 each occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$2,000,000 per claim \$4,000,000 aggregate

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater. Nothing in this section,

however, requires CONSULTANT in the absence of litigation to reveal its Commercial General and/or Excess limits beyond that required in Article 5, Insurance.

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 copies of

any insurance policy, with confidential information redacted. 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. Time is of the Essence. Time is of the essence of this Agreement.

CONSULTANT shall not be responsible for delays caused by the following circumstances, which are beyond its reasonable control: (1) strikes, lockouts, work slowdowns, or work stoppages of CITY employees, (2) acts of God, (3) failure of CITY to furnish timely information, and (4) faulty performance or nonperformance by CITY's employees or agents.

CONSULTANT shall not be liable for damages arising out of such delay, nor shall CONSULTANT be deemed to be in breach of this Agreement as a result thereof.

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 in accordance with generally accepted engineering principles and practices in effect at the time services are rendered.

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 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.

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

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

maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

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

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 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.

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 is for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

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

Richard D. Plecker
Environmental Utilities Director
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Mike Harrison, Managing Engineer
Brown and Caldwell
11020 White Rock Road, Suite 200
Rancho Cordova, CA 95670

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.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  FOR
RICHARD D. PLECKER
Environmental Utilities Director

BROWN AND CALDWELL, a
California corporation

BY: 
its: Vice President

and

BY: 
its: Assistant Secretary

EXHIBIT “A”

11020 White Rock Road, Suite 200
Rancho Cordova, CA 95670

T: 916.444.0123
F: 916.635.8805



December 2, 2016

Mr. Todd Jordan, PE
City of Roseville
1800 Booth Road
Roseville, CA 95747

Subject: Proposed Scope for Design Services for Dry Creek Wastewater Treatment Plant
Nitrate Reduction Improvements Project

Dear Mr. Jordan:

In accordance with your request, Brown and Caldwell (BC) is pleased to present this proposed scope and fee to design Nutrient Removal Improvements at the City of Roseville's (City) Dry Creek Wastewater Treatment Plant. The proposed improvements include a new carbon source chemical feed facility, installation of new Internal Mixed Liquor Recycle Pumps and associated piping and appurtenances, installation of new aeration equipment in the older surface aeration basins, new dissolved oxygen controls in all the functioning aeration basins, and modifications to the existing filtrate return pumping controls.

This work is proposed to be conducted as a new Professional Design Services Agreement between the City and BC. This proposed scope, schedule and fee are included as Attachments A, B and C. A preliminary drawing list is included as Attachment D.

We look forward to the opportunity to perform the work for you. Please call Mike Harrison at 916.853.5377 if you have questions.

Very truly yours,

Brown and Caldwell

A handwritten signature in blue ink, appearing to read "J. David Zuber".

J. David Zuber
Vice President

A handwritten signature in blue ink, appearing to read "Mike Harrison".

Mike Harrison
Project Engineer

DZ:MH:ds

Attachments (4)

- A. Scope of Services
- B. Project Schedule
- C. Fee Estimate
- D. Drawing List

Attachment A: Scope of Work

Scope of Work

Dry Creek Wastewater Treatment Plant Nitrate Reduction Improvements Project

December 2, 2016

The following scope of services has been prepared by Brown and Caldwell (BC) for the design services for the Dry Creek Wastewater Treatment Plant (DCWWTP) Nitrate Reduction Improvements Project, City of Roseville (City). The project will include improvements recommended in the Draft Nutrient Reduction Study Technical Memorandum No 3 currently in the process of being finalized. The selected improvements are summarized below:

- A new chemical feed system for acetic acid with flexibility to use other select carbon source chemicals, excluding methanol. Chemical feed system includes two chemical storage tanks, duplex chemical feed pump package and a chemical induction mixer
- Removal of three internal mixed liquor recirculation (IMLR) pumps and installation of six new IMLR pumps in the diffused and surface aeration basins.
- Removal of six surface aerators and installation of six new mixers and air diffusion equipment in the existing surface aeration basins and extension of air piping from the blower building to the old surface aeration basins
- Dissolved Oxygen (DO) control modification in the existing diffused and surface aeration basins includes installation of new motorized valves, air flow meters and DO, nitrate and ammonia probes
- Control and valve modifications on the filtrate return pumps.
- Miscellaneous modifications to site civil, structural, electrical and process piping to accommodate recommended improvements.
- The addition of a Jockey Blower pending the results of the Business Case Evaluation (BCE).

The modifications are for four (4) diffused aeration basins and two (2) out of four (4) surface aeration basins.

The project scope consists of preparation of a Basis-of-Design Report, 30% design submittal and 60% design submittal as detailed in the following sections. An estimated cost to complete preliminary design scope of services is summarized in Table 1. The estimated time for design is approximately 8 months and construction and commissioning duration is approximately 16 months. A preliminary project schedule is included in Attachment B.

Phase 50 | Prepare Basis-of-Design Report

BC will prepare a Basis-of-Design Report (BODR) that presents applicable design criteria for the recommended improvements for nitrate removal at the DCWWTP and approach. The BODR is considered about a 10 percent complete design. The improvements recommended in the Nitrate Reduction Study Alternative 1 will be carried forward into the BODR for the relevant equipment. As part of the Nitrate Reduction Study, BC will complete a business case evaluation (BCE) to decide between the

Invent Mixers versus conventional fine bubble diffusers for the aeration improvements in two of the older surface aeration basins and include this recommendation into the BODR. The addition of a jockey blower will be determined using a Business Case Evaluation completed as part of the BODR. For this scope, we have assumed that the jockey blower will be included as part of the design

Project Management

The basis of design scope includes project administration and coordination with the City and design team members during this phase of the project.

- A project Kick-off meeting will be conducted with the City to discuss scope, project schedule, deliverables, initial data requests, topographical survey limits and potholing needs.
- Project coordination - Conference calls will be scheduled with City staff and BC's project manager and one project team member to discuss project schedule and budget, work elements accomplished, upcoming work items, and project issues. Four conference calls are assumed for this task.
- Prepare meeting and conference call agenda and distribute to anticipated attendees two (2) days prior to the conference call.
- Prepare and distribute meeting minutes/notes to attendees within one (1) week after the meeting.
- Prepare conference call notes and distribute to attendees via email, within three (3) days after the conference call.
- Maintain and update project action items log and decision log.
- A Project Risk Register will be initiated and updated as the design progresses through the development of the basis of design.

In addition, the task will include management and coordination of technical resources to a level of service and responsiveness consistent with the project scope, schedule and budget. The activities that will be performed under this task are internal project initiation meeting, preparing project management plan, sub-consultant agreements, management and monitoring of the documentation system, monitor project progress and manage project team.

Basis-of-Design Development

Basis-of-Design development will consist of stakeholder meetings, site investigation (field visit) and the development of a draft and a final Jockey Blower BCE (Business Case Evaluation) and BODR. BCE will be the first part of Basis-of-Design development. The City will review draft BCE and provide comments. The final BCE will address appropriate comments and it will be attached to the draft BODR.

The BODR will include a summary of the recommended project from the previous nitrate reduction study, project and process description, design criteria, preliminary facility sizing, equipment sizing and selection, process operational and control philosophy, chemical delivery, site layout, construction sequencing and constraints, and a construction cost estimate. It will also include list of drawing sheets and specifications for the project, and major equipment and critical instrument cut sheets. BC will meet with the City to review the draft BODR. After incorporation of review comments, BC will prepare the Final BODR. Key subjects that will be discussed and confirmed in basis of design development meetings and documented in the BODR include:

- Finalizing design criteria
- Development and confirmation of process operational and control requirements.
- Development and confirmation of chemical storage and feed system location, and chemical delivery.

- Development and confirmation of equipment and instrument sizing, redundancy, and manufacturers.
- Any special construction requirements and constraints required to minimize the impacts of construction on continuous and safe operation of existing facilities. Consideration of which surface aeration basins to be retrofitted will be considered.
- Construction schedule and coordination with other on-going projects.
- Determine and locate existing power sources and available capacity.
- Provide a draft load study to indicate additional power requirements for the new equipment being connected.
- Completion of a BCE to determine whether to install a jockey blower for aeration.

The new chemical storage and feed system will be located closer to the application point which is in improved portions of the site. We will conduct a geotechnical investigation related to the Chemical Storage and Feed Facility to satisfy the intent of the requirements of Section 1803.2 of the 2013 California Building Code.

Cost Estimate

An initial class IV estimate per AACE RP 18R-97 will be prepared for the BODR. This high level cost estimate will be based on major equipment costs, preliminary take-offs and a percent assumed for mechanical, electrical and instrument cost. This cost estimate will be revised as part of the subsequent 30% and 60% design submittals.

Quality Control Review

BC will perform quality checking of BODR, preliminary design calculations and preliminary drawings during development to verify that the deliverable and supporting documentation are complete, understandable, conform to applicable standards relative to their intended purpose, and meet City and BC's requirements.

BODR Assumptions

- BC will organize and lead up to 2 meetings (Kick-off meeting, and BODR Review meeting). We assume up to 4 hours for each meeting.
- BC attendees will include the project manager and up to two technical experts; others will participate by teleconference if needed.
- City attendees will include plant management, operations, maintenance, and engineering, as needed. The workshop meeting room will be selected and provided by the City.
- BC will conduct a field visit to investigate the existing site condition and equipment. We assume 4 BC's project team members, up to 4 hours per field visit.
- BC will organize and lead up to 4 conference calls. We assume 1 hour for each conference call.

BODR Deliverables

- Draft and Final BODR that summarize the design development and recommendations for project elements (electronic version in pdf format and 10 hard copies, spiral bounded).
- Responses to draft BODR review comments
- Construction Cost Estimate for recommended project (BODR)
- List of drawings and specifications (BODR)
- Major equipment and instrument cutsheets (BODR)
- Meeting agendas and minutes (BODR)

- Risk register (ongoing)
- Action Item Log (ongoing)
- Updated Decision Log (ongoing)

Site Survey

The site survey task includes:

- Coordinate and schedule survey with the DCWWTP
- Set control for aerial survey based on existing control at the site.
- Perform supplemental topographic field survey, including capturing finished floor elevations for existing structures at doorway jamb.
- Perform supplemental utility survey of the area adjacent to the new chemical feed system. Surveyor will mark the utilities (water and drain and adjacent process piping) and selected utilities will be confirmed with potholing.
- Prepare topographic information with 1-foot contours, and prepare digital terrain model.
- Survey is based on local coordinate system and will be tied into local coordinates

Assumptions:

1. This task excludes following:
 - A boundary survey will not be performed.
 - No monuments will be set.
 - A record of survey will not be performed
 - Traffic control plan will not be prepared and traffic control will not be provided.
2. BC will provide site limits for surveying
3. BC will identify pothole locations for supplemental utility survey.

Site Survey Deliverable:

Survey report with information on horizontal and vertical control, coordinate system (local coordinates), layer convention and copies of the topographic maps.

Base map at a scale of 1-inch to 20 feet with north arrow and scale that is stamped, dated and signed by a licensed Land Surveyor. Electronic files in AutoCAD format.

Potholing

BC will develop a potholing plan which will define critical areas on the site where location and depth of existing utilities is needed to complete the design work. The plan includes an indexed site plan with pothole locations, anticipated utilities, and anticipated depths. The work requires coordination with plant personnel to sequence the potholing effort so as to not interfere with plant operations. A potholing allowance of \$7,000 has been included for the actual potholing. This includes approximately two days of potholing, vacuum excavation of approximately 6 pothole locations to confirm underground utilities per furnished drawings, backfill with Class II AB, compaction and repair of asphalt with hot asphalt mix. Contacting Underground Alert Services (USA) and working with plant staff to determine appropriate locations to pothole will be conducted. Pothole locations will be field marked for subsequent survey verification. The results of the potholing effort and subsequent survey will be recorded in the potholing plan index for incorporation in to the utility design.

Deliverables:

Results of the potholing marked on the potholing plan and entered in a spreadsheet with pothole identification number.

Geotechnical Investigation

A geotechnical investigation will be completed by Blackburn to determine the soil bearing pressure to assist in the design of the chemical feed facilities. Two soil borings will be taken and the following soils information will be developed:

- Moisture/density tests
- Grain size distribution
- Plasticity Index and/or Expansion Index
- Direct Shear and or Unconfined Compression
- Corrosivity
- Compaction Curve
- R- Value

Deliverables:

Draft and Final Geotechnical investigation report.

Phase 100 | 30% Design Submittal

The project described in the final BODR will be carried forward for 30% design. Services provided under this task include project management, cost estimate, and preparing 30% plans and specifications.

Project Management

Scope includes project coordination with the City and design team members during this phase of the project. Project Risk register will also be updated as the design progresses to the 30% Level of completion.

- Project coordination - Conference calls will be scheduled with City staff and BC's project manager and one project team member to discuss project schedule and budget, work elements accomplished, upcoming work items, and project issues. Four conference calls are assumed for this task.
- Prepare conference call agenda and distribute to anticipated participants one (1) day prior to the conference call.
- Prepare conference call notes and distribute to attendees via email, within one (1) day after the conference call.
- Update project action items log and decision log.
- Update project risk register.

In addition, the task will include manage and coordinate technical resources to a level of service and responsiveness consistent with the project scope, schedule and budget established in this scope of services. The activities will be performed under this task are monitor project progress and manage project team.

Cost Estimate

An estimate of probable construction cost will be updated to Class III from the BODR estimate for the 30% design estimate.

Quality Control Review

BC will perform quality checking of 30% design submittal (plan and specifications), design calculations and drawings during development to verify that the deliverable and supporting documentation

are complete, understandable, conform to applicable and reasonable standards relative to their intended purpose, and meet City and BC's requirements.

30% Plans and Specifications

30% Plans and Specifications will be prepared for the Dry Creek WWTP Nitrate Reduction Improvements Project for the improvements and modifications mentioned above.

The drawings at this level of design will include but not limited to, cover sheet, general sheets, overall site plan with base mapping, survey controls and existing utilities, contractor access and staging area, site demolition, yard piping, grading and paving, general layout of new facilities, process/mechanical plans, structural and electrical demolition plans, process, structural and electrical modification plan and sections as applicable, and details. BC will provide a piping and instrumentation diagrams (P&IDs) and draft control strategies as part of this submittal. The sheets to be included in final deliverable, will be started. The plans, sections and details will have title and callouts. The preliminary drawing list is included as Attachment D showing the drawings that will be provided as part of the 30% design submittal.

The drawings will be developed using software and two dimensional drawings will be developed for the deliverable. The available existing drawings (record or as-built) will be used in demolition and modification plan and sections as scanned document. In addition, field photographs will be used to provide more details of demolition and modifications of existing facilities.

The technical specification at 30% design will be master spec with design criteria and performance requirements included and will be in Construction Specification Institute (CSI) Master Format 2004, 50 divisions.

Deliverables

- Meeting agendas and minutes from meeting with the City
- 30% Design Submittal Plans and Specifications
 - Electronic version in pdf format of half-size and full-size drawings, and specifications
 - 10 hard copies of half-size drawings and specifications, spiral bounded
- Risk register (ongoing)
- Action Item Log (ongoing)
- Construction Cost Estimate

Phase 200 | 60% Design Submittal

Services provided under this task include project management, cost estimate and preparation of draft and final 60% Plans and Specifications

Project Management

Scope includes project coordination with the City and design team members during this phase of the project. Project Risk register will also be updated as the design progresses to the 60% Level of completion.

- Project coordination - Conference calls will be scheduled, as needed with City staff and BC's project manager and one project team member to discuss project schedule and budget, work elements accomplished, upcoming work items, and project issues.
- Prepare conference call agenda and distribute to anticipated participants one (1) day prior to the conference call.

- Prepare conference call notes and distribute to attendees via email, within three (3) days after the conference call.
- Update project action items log and decision log.
- Update project risk register.

In addition, the task will include manage and coordinate technical resources to a level of service and responsiveness consistent with the project scope, schedule and budget established in this scope of services. The activities will be performed under this task are monitor project progress and manage project team.

Cost Estimate

An estimate of probable construction cost will be updated from the 30% estimate for the 60% design estimate, Class II.

Quality Control Review

BC will perform quality checking of 60% design submittal (plan and specifications), design calculations and drawings during development to verify that the deliverable and supporting documentation are complete, understandable, conform to applicable and reasonable standards relative to their intended purpose, and meet City and BC's requirements.

60% and Final Plans and Specifications

BC will incorporate the City's 30% Plans and Specifications comments and will prepare 60% and Final Plan and Specifications. In addition to incorporating city comments, the 60% bid package will include standard electrical, instrumentation, P&ID, mechanical and structural installation details. Key and construction notes and details will be added to the drawings to provide a document suitable for bidding the design. The technical specification will be complete and suitable for its intended use. BC will assist to make recommended revisions to special specifications, complete revised Special Provisions and review Supplemental General Provisions. The 60% bid package will not include conduit or ductbank routing plans, grounding plans, lighting plans, conduit and cable schedules, or plans showing instrument locations. The preliminary drawing list is included as Attachment D showing the drawings that will be provided as part of the 60% design submittal. BC will incorporate the City's front end specifications for this submittal.

A review workshop will be conducted to review the 60% plans and specifications. BC will respond to the City's final comments and prepare Final Plan and Specifications for Contractor pricing.

Deliverables

- Responses to 30% design submittal review
- 60% Design Submittal Plans and Specifications (electronic version and 10 half-size copies)
- Responses to draft 60% design submittal review comments.
- Final Design Submittal Plans and Specifications ready for Contractor Pricing (electronic version and 10 half-size copies)
- Meeting agendas and minutes
- Risk register (ongoing)
- Action Item Log (ongoing)
- Updated Construction Cost Estimate

Phase 300 | Engineering Services During Construction

Services provided under this task include project management, bid period and Contractor on-boarding support and design revisions as part of the design-assist delivery model, engineering services during construction, and startup training.

Project Management

Scope includes project coordination with the City and design team members during this phase of the project.

Bid Period and Contractor On-Boarding

BC will support the City's contractor selection process. Scope includes one addendum, as needed, to support the bidding process. BC will assist the City with review and negotiation of the Contractor's guaranteed maximum price.

Design Revisions

As part of the design-assist delivery model, BC will update the design based on feedback and collaboration with the Contractor on any value added changes during the negotiations period. Changes to the design drawings will be done only upon approval of the owner. We have estimated up to 115 hours engineering and CAD drafting for this effort.

Engineering Services During Construction

BC will support project construction by responding to requests for information, reviewing submittals, and issuing design clarifications. Effort assumes 20 requests for information at 4 hours each; 5 major submittal reviews at 24 hours each; 25 product data submittal reviews at 8 hours each; and 4 design clarifications at 16 hours each.

In addition to specific requests for information, BC assumes an effort of 2 hours per week to attend meetings, visit the site, or answer informal questions for a construction duration of 16 months.

Startup Training Support

BC will develop a "system level" training for plant operations and maintenance staff to augment the typical vendor-provided, equipment-specific training. BC's training will share design intent and control theory for overall systems. Training effort assumes two 4-hour training.

Record Drawings

BC will produce final record drawings based on the redline drawings provided by the General Contractor. It is expected that these drawing updates will be occurring as the project is being constructed. We have estimated approximately 160 hours of engineering and CAD time to complete these record drawings.

SCADA Programming

BC will modify the existing SCADA screens to incorporate the new equipment and instrumentation and associated controls and monitoring. We have estimated approximately 160 hours to complete the SCADA programming.

Phase 400 | Construction Management Services

Brown and Caldwell's approach to construction management specializes in improving project value and reducing risk by controlling the project's time, cost and quality. Our methods include constructability reviews, cost estimating and schedule planning, management of the cost loaded CPM construction schedule, utilization of a project management information system, regular construction inspections and specialty inspections including reporting and site photography, overall construction contract administration, and change order and claims management activities. Our CM estimate is based on a construction and commissioning duration of 16 months. We have assumed a total of 2,260 hours for our CM team. This level of effort will take advantage of CM staffing for the COGEN Project at the Dry Creek WWTP to coordinate support staff, electrical inspection, start-up assistance, administrative assistance and schedule review.

BC's major construction management services tasks include:

- Conducting and documenting the pre-construction conference.
- Establishing and maintaining an onsite document control system and project filing system.
- Monitoring and logging requests for information and submittals through a web-based document tracking system.
- Reviewing and recommending payment requests based on the acceptability of the work in place.
- Performing inspections and documenting the status of the work with detailed daily reports and accompanying jobsite photography.
- Notifying the contractor of noncompliant work items and monitoring remedial work associated with nonconforming installations.
- Coordinating equipment testing and calibration activities.
- Conducting and documenting periodic startup and testing meetings.
- Evaluating the baseline CPM Schedule and Monthly CPM schedule updates. Provide recommendations regarding delays and associated impact costs. Make recommendations for time extensions.
- Evaluating and recommending appropriate actions on work schedules.
- Conducting and documenting weekly progress meetings and distributing updates to team members.
- Providing monthly update via direct meeting.
- Processing and monitoring contractor submittals and requests for information.
- Reviewing and responding to contractor submittals and requests for information as appropriate.
- Coordinating facility shutdowns and interfacing with facility operations.
- Documenting and monitoring claims and disputes.
- Evaluating and recommending changes to the work; preparing independent price estimates and negotiating price modifications associated with change orders.
- Documenting and monitoring periodic design clarification meetings.
- Developing punch list of work in place and monitoring completion on noted items.
- Participating in periodic review of the Contractor's record drawings and documenting findings.
- Issue Punchlists and Punchlist inspections for acceptability.
- Provide assistance for Notice of Project Completion and Acceptance.

Testing, Start-Up, and Commissioning

Brown and Caldwell also understands the critical importance of a smooth start up, testing, and commissioning phase of the project. In concert with the design team, we provide the following services and tasks:

- Monthly Start Up and Testing Meetings starting the 3rd month of construction and bi-weekly meetings starting one month prior to commissioning activities .
- Review and comment on the Contractor's Testing Plan.
- Evaluating start up and testing schedules and the impacts to completion milestones.
- Verifying equipment and controls performance during testing and identifying deviations and necessary corrections.
- Coordinating vendor-provided training.
- Providing assistance in O & M compilation.

Overall Project Assumptions

- A. The City will provide safe access to all required areas of the site for the purposes of project preliminary design.
- B. The Contractor will provide safe access to all areas of inspection.
- C. The Contractor will provide working space in the construction trailer for CM.
- D. The City will make available in a timely manner all drawings, records, and site information obtained relative to the project, including topographical survey, and information related to any and all underground utilities, hazardous materials, easements, permits, geotechnical investigations, lab data, environmental surveys, etc. as necessary for completion of the work under the above detailed scope.
- E. The cost estimate will be prepared to industry standards based upon the level of detail available at the time of the estimate. The estimate will be subject to many influences including, but not limited to, unknowns and undefined details, price of labor and materials, schedule impacts, unknown or latent conditions of existing equipment or structures, and time or quality of performance by others.
- F. The design will rely on the accuracy of record drawings and historical records provided by the City. If drawings, data, or historical records are deemed to be inaccurate, additional field effort may be required. BC will alert the City if expanded field effort is required.
- G. Additional project needs such as verification of data, sample collections, and detailed process analysis can be provided in a follow-up phase for any concepts that are determined to be of interest.
- H. City will review the BODR and Design submittals for accuracy of understanding the issues and data assumptions. City will provide compiled written comments entered in excel spreadsheet from engineering, operations, and maintenance staff.
- I. BC is not responsible for any schedule or cost impacts related to delays caused by protracted reviews, changes in scope of work, or other situations outside of our control.
- J. Final stamped drawings are not included in this scope and estimate. Completion of the drawings and issuance of stamped drawings, if required, might be included in the engineering services during construction scope that will be negotiated later.
- K. Deep foundations are not required. The new equipment foundations will be founded on 2'-0" over-excavated and re-compacted material.
- L. Structural calculations are available upon request.

- M. There is space available for new chemical storage and feed system at northwest corner of Primary Sedimentation Tanks area.
- N. New PLC will tie into existing network. PLC programming will be provided by Contractor and specified in a performance specification.
- O. California Environmental Quality Act requirements are not included
- P. Architectural is not included in the scope of work nor in the fee estimate
- Q. The following systems are not included in this design: telephone or communications systems, security system
- R. Safety related submittals or information will be reviewed to see if they meet the required administration of the contract documents but BC is not responsible for Contractor Safety.
- S. We have assumed approximately 30% of the construction submittals will be re-submitted.
- T. New equipment that requires power will not result in the design of a new substation. The design fee assumes there is available power at nearest motor control center.

Cost Assumptions

- Escalation of 4 percent per year applied to rates based on when tasks/hours occur in the project schedule.
- An associated project cost (APC) of \$8/hour to cover day-to-day project expenses as noted in the cost proposal cover letter.
- No markups on expenses.
- Five percent proposed markups on sub-consultant fees.
- Unspent budget on completed tasks can be reallocated.
- Cost is managed at project level and not phase level.

Cost Estimate

Detailed Cost Estimate is included as Attachment C.

End of Scope

Limitations:

The information contained in this proposal is proprietary and contains confidential information that is of significant economic value to Brown and Caldwell. It is intended to be used only for evaluation of our qualifications to provide services. It should not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.

Attachment B: Project Schedule

Preliminary Project Schedule to Complete Nitrate Reduction Improvements Project																							
		2018																					
ID	Task Name	Duration	Start	Finish	3rd Quarter			1st Quarter			3rd Quarter			1st Quarter			3rd Quarter			1st Quarter			
					Jul	Sep	Nov	Jan	Mar	May	Jul	Sep	Nov	Jan	Mar	May	Jul	Sep	Nov	Jan	Mar	May	Jul
1	Prepare Scope	18 days	Tue 11/8/16	Thu 12/1/16																			
2	Board Approval	0 days	Wed 1/4/17	Wed 1/4/17																			
3	Notice to Proceed	0 days	Wed 1/4/17	Wed 1/4/17																			
4	Prepare Basis of Design Report - Nitrate Reduction Improvements	56 days	Thu 1/5/17	Thu 3/23/17																			
5	Prepare Draft BODR	25 days	Thu 1/5/17	Wed 2/8/17																			
6	Review Workshop	0 days	Wed 2/8/17	Wed 2/8/17																			
7	City Review	21 days	Wed 2/8/17	Wed 3/8/17																			
8	Prepare Final BODR	10 days	Thu 3/9/17	Wed 3/22/17																			
9	Prepare 30% Design Submittal	35 days	Thu 3/23/17	Wed 5/10/17																			
10	Prepare Draft Plans and Specs	25 days	Thu 3/23/17	Wed 4/26/17																			
11	City Review	10 days	Thu 4/27/17	Wed 5/10/17																			
12	30% Review Workshop	0 days	Wed 5/10/17	Wed 5/10/17																			
13	Prepare 60% Design Submittal	60 days	Thu 5/11/17	Wed 8/2/17																			
14	Prepare Draft Plans and Specifications	30 days	Thu 5/11/17	Wed 6/21/17																			
15	City Review	10 days	Thu 6/22/17	Wed 7/5/17																			
16	60% Review Workshop	0 days	Wed 7/5/17	Wed 7/5/17																			
17	Prepare final 60% for contractor selection	20 days	Thu 7/6/17	Wed 8/2/17																			
18	Contractor Procurement and Negotiation	86 days	Thu 8/3/17	Thu 11/30/17																			
19	Construction	349 days	Fri 12/1/17	Wed 4/3/19																			

Attachment C: Fee Estimate

[illegible]

Attachment D: Drawing List

Sheet Number	Sheet Title	30% Submittal	60% Submittal
001	COVER	include	include
002	VICINITY AND LOCATION MAP	include	include
003	INDEX OF DRAWINGS	include	include
004	STANDARD ABBREVIATIONS	include	include
005	DESIGNATION SYSTEMS AND PIPING SCHEDULE	include	include
006	GENERAL LEGENDS AND SYMBOLS	include	include
007	ABBREVIATIONS	include	include
008	DESIGN CRITERIA	include	include
009	CIVIL SYMBOLS AND LEGEND	include	include
010	CIVIL NOTES	include	include
011	CIVIL TYPICAL DETAILS 1	include	include
012	CIVIL TYPICAL DETAILS 2	include	include
013	CIVIL TYPICAL DETAILS 3	include	include
014	GENERAL SITE PLAN	include	include
015	SURVEY CONTROL AND STAGING AREAS	include	include
016	YARD PIPING SITE PLAN INDEX	include	include
017	YARD PIPING SITE PLAN 1	include	include
018	YARD PIPING SITE PLAN 2	include	include
019	YARD PIPING SITE PLAN 3	include	include
020	GEOTECHNICAL BORINGS AND POTHOLING INFORMATION		include
021	AERATION BASIN 31A and 31B DEMOLITION PLAN	include	include
022	AERATION BASIN 33A and 33D DEMOLITION PLAN	include	include
023	AERATION BASIN 34A and 34B DEMOLITION PLAN	include	include
023	STRUCTURAL STANDARD SYMBOLS	include	include
024	STRUCTURAL GENERAL NOTES 1	include	include
025	STRUCTURAL GENERAL NOTES 2	include	include
026	STRUCTURAL GENERAL NOTES 3	include	include
027	MISCELLANEOUS SUPPORT DETAILS 1	include	include
028	MISCELLANEOUS SUPPORT DETAILS 2	include	include
029	AERATION BASIN PIPING SUPPORT DETAILS 1		include
030	AERATION BASIN PIPING SUPPORT DETAILS 2		include
031	TYPICAL CONCRETE STANDARD DETAILS 1	include	include
032	TYPICAL CONCRETE STANDARD DETAILS 2	include	include
033	ANCHOR BOLT STANDARD DETAILS	include	include
034	COMMON DETAILS - STEEL		include
035	MISCELLANEOUS STANDARD DETAILS	include	include
036	CARBON CHEMICAL FEED SYSTEM FOUNDATION PLAN	include	include
037	CARBON CHEMICAL FEED SYSTEM SECTIONS	include	include
038	CARBON CHEMICAL FEED SYSTEM CANOPY PLAN		include
039	CARBON CHEMICAL FEED SYSTEM STANDARD DETAILS 1		include
040	PROCESS SYMBOLS AND ABBREVIATIONS	include	include
041	PROCESS FLOW DIAGRAM - GENERAL	include	include
042	PROCESS FLOW DIAGRAM - CARBON CHEMICAL FEED SYSTEM	include	include
043	PROCESS FLOW DIAGRAM - AERATION BASINS	include	include
044	PROCESS FLOW DIAGRAM - FILTRATE RETURN PUMPING	include	include
045	MECHANICAL GENERAL NOTES	include	include
046	MECHANICAL DETAILS 1	include	include
047	MECHANICAL DETAILS 2	include	include
048	MECHANICAL DETAILS 3	include	include
049	MECHANICAL DETAILS 4	include	include
050	CARBON CHEMICAL FEED FACILITY PLAN	include	include
051	CARBON CHEMICAL FEED FACILITY SECTIONS AND DETAILS 1		include

Sheet Number	Sheet Title	30% Submittal	60% Submittal
052	CARBON CHEMICAL FEED FACILITY SECTIONS AND DETAILS 2		include
053	AERATION BASINS 31A AND 31B PLAN	include	include
054	AERATION BASINS 31A AND 31B SECTIONS AND DETAILS		include
055	AERATION BASINS 33A AND 33B PLAN	include	include
056	AERATION BASINS 33A AND 33B SECTIONS AND DETAILS		include
057	AERATION BASINS 34A AND 34B PLAN	include	include
058	AERATION BASINS 34A AND 34B SECTIONS AND DETAILS		include
059	FILTRATE RETURN PUMPS PLAN AND SECTION	include	include
060	ELECTRICAL ABBREVIATIONS AND NOTES	include	include
061	ELECTRICAL LEGEND SYMBOLS 1	include	include
062	ELECTRICAL LEGEND SYMBOLS 2	include	include
063	OVERALL SITE PLAN		include
065	ELECTRICAL SITE PLAN 1		include
066	ELECTRICAL SITE PLAN 2		include
069	ONE LINE DIAGRAM 1	include	include
070	ONE LINE DIAGRAM 2	include	include
071	ONE LINE DIAGRAM 3	include	include
072	MCC MODIFICATIONS	include	include
073	EXISTING PANEL BOARD SCHEDULES	include	include
072	CARBON CHEMICAL FEED FACILITY POWER AND CONTROL PLAN	include	include
073	AERATION BASINS 300 AND 400 POWER AND CONTROL PLAN		include
074	AERATION BASINS 500 AND 600 POWER AND CONTROL PLAN		include
075	AERATION BASINS 700 AND 800 POWER AND CONTROL PLAN		include
076	FILTRATE RETURN PUMPS POWER AND CONTROL PLAN		include
077	PROCESS AND INSTRUMENTATION SYMBOLS 1	include	include
078	PROCESS AND INSTRUMENTATION SYMBOLS 2	include	include
079	PROCESS AND INSTRUMENTATION SYMBOLS 3	include	include
080	CARBON CHEMICAL FEED FACILITY P&ID	include	include
081	AERATION BASIN 300 P&ID	include	include
082	AERATION BASIN 400 P&ID	include	include
083	AERATION BASIN 500 P&ID	include	include
084	AERATION BASIN 600 P&ID	include	include
085	AERATION BASIN 700 P&ID	include	include
086	AERATION BASIN 800 P&ID	include	include
087	FILTRATE RETURN PUMPS P&ID	include	include

ORDINANCE NO. 5797

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the DCWWTP Nitrate Reduction project, per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$700,000.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in: A.R. 6.01 Budget Adjustment Policy & Procedure.

REQUESTER*: Todd Jordan

DEPARTMENT/DIVISION*: Environmental Utilities/Wastewater

FISCAL YEAR/EFFECTIVE DATE*: FY17

PROPOSED COUNCIL DATE (if applicable): 02/01/2017

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

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY*	OBJECT*		PROJECT	ACTIVITY	
700,000	30503	6120	474	163509	30	DCWWTP Nitrate Reduction
\$ 700,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY	OBJECT		PROJECT	ACTIVITY	
700,000			474			Available funds in wastewater rehab fund
\$ 700,000	TOTAL					

FINANCE USE	Approved	 Nancy H. Pliskerger 1/9/17 BUDGET MANAGER/DESIGNEE DATE	 Nancy H. Pliskerger Finance Director Date
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Justification for Budget Adjustment*:

Reserve funds sufficient to complete design services, engineering services during construction, and construction management services for the nitrate reduction project mandated by the Regional Water Quality Control Board.

This will be an SPWA partner-funded project. Environmental Utilities' share is 63.47%, combined share for SPMUD and Placer County is 36.53%.

Approved:	 Nancy H. Pliskerger 1-6-17 REQUESTING DEPARTMENT HEAD / DESIGNEE DATE	Approved:	 Nancy H. Pliskerger CITY MANAGER DATE
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COUNCIL COMMUNICATION

CC #: 8246

File #:0201-01

Title: Roseville Energy Park Controls Upgrade Capital Improvement Project – Budget Adjustment

Contact: Emily Isaacs 916-746-1608 eisaacs@roseville.ca.us

Meeting Date: 2/1/2017

Item #: 6.24.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt an ordinance to approve the attached budget adjustment of \$270,000.00 for the Roseville Energy Park Controls Upgrade FY2016-17 project budget. Funding is available in the Electric Construction Fund.

BACKGROUND

The Roseville Energy Park (REP) Controls Upgrade project replaces the obsolete steam and gas turbine control system. The control system is at the end of its useful life and is no longer supported by the manufacturer.

The FY2016-17 budget for the REP Controls Upgrade project was based on preliminary work scope and cost estimates. During the recent detailed design phase of the project, all equipment, wiring and panel configurations were finalized. The final design varied from the preliminary design due to work scope refinement and the need to physically accommodate existing REP hardware. As a result, the installation phase of the project will require more resources than originally estimated. This adjustment will increase the total FY2016-17 project budget from approximately \$2,900,000.00 to \$3,170,000.00.

FISCAL IMPACT

Approval of the attached budget adjustment authorizes a \$270,000.00 increase in FY2016-17 spending for the REP Controls Upgrade project. Funds are available in the Electric Construction Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15060(c)(2)). The REP Controls Upgrade project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Emily Isaacs, Electric Business Analyst

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5799

Budget Adjustment Form

ORDINANCE NO. 5799

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Roseville Energy Park Controls Upgrade project, per request of the Electric Department, as listed on the attached Request for Budget Adjustment totaling \$270,000.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in: [A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

For more detailed budget adjustment training information, including examples, please click on the following link: [Miscellaneous Budget Training Information.](#)

REQUESTER*: Emily Isaacs

DEPARTMENT/DIVISION*: Electric/Admin

FISCAL YEAR/EFFECTIVE DATE*: FY2016-17

PROPOSED COUNCIL DATE (if applicable): 02/01/2017

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
270,000	40002	6130	491	144008	20	Rehab Failure Repl-Control Sys CIP/Materials
\$ 270,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
270,000			491			Electric Construction Fund/Available Resources
\$ 270,000	TOTAL					

FINANCE USE	Approved:		
	BUDGET MANAGER/DIGNEE	DATE	Finance Director, Date

Justification for Budget Adjustment*:

The REP Controls Upgrade project will replace obsolete control systems for the steam and gas turbines at the Roseville Energy Park. Controls hardware is at the end of its useful life and no longer supported by or available through the manufacturer. Fiscal year 2016-17 project budget was based on preliminary engineer's estimate of work. The final project design resulted in greater than originally estimated labor and materials. This budget adjustment is needed in order to successfully implement the final project design.

Approved:		Approved:	
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 8258

File #: 0215

Title: Second Reading - Municipal Code Amendment - Master Schedule of User and Regulatory Fees

Contact: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Jay Panzica 916-774-5320 jpanzica@roseville.ca.us

Meeting Date: 2/1/2017

Item #: 6.25.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 5800 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 2.36.030 OF CHAPTER 2.36 AND SECTION 2.40.070 OF CHAPTER 2.40 OF TITLE 2, AMENDING SECTIONS 4.50.020 AND 4.50.040 OF CHAPTER 4.50, REPEALING SECTIONS 4.50.050, 4.50.060, 4.50.080, AND 4.50.100 OF CHAPTER 4.50, AND AMENDING SECTION 4.57.030 OF CHAPTER 4.57 OF TITLE 4, AMENDING SECTIONS 7.16.050, 7.16.100, AND 7.16.110 OF CHAPTER 7.16, AMENDING SECTION 7.20.030 OF CHAPTER 7.20, AMENDING SECTION 7.36.110 OF CHAPTER 7.36, AMENDING SECTION 7.48.035 OF CHAPTER 7.48, AMENDING SECTIONS 7.56.010, 7.56.020, AND 7.56.030 OF CHAPTER 7.56, AND REPEALING SECTION 7.56.040 OF CHAPTER 7.56 OF TITLE 7, AMENDING SECTIONS 8.04.070 AND 8.04.080 OF CHAPTER 8.04 OF TITLE 8, AMENDING SECTION 9.17.030 OF CHAPTER 9.17 OF TITLE 9, AMENDING SECTIONS 10.64.060, 10.64.110, 10.64.160 AND 10.64.180 OF CHAPTER 10.64, AMENDING SECTION 10.65.080 OF CHAPTER 10.65 AND AMENDING SECTION 10.66.080 OF CHAPTER 10.66 OF TITLE 10, AMENDING SECTION 11.20.530 OF CHAPTER 11.20 OF TITLE 11, AMENDING SECTION 13.20.070 OF CHAPTER 13.20, AMENDING SECTION 13.21.030 OF CHAPTER 13.21 AND AMENDING SECTION 13.28.070 OF CHAPTER 13.28 OF TITLE 13, AMENDING SECTIONS 14.04.040, 14.04.060, 14.04.065, 14.04.070 AND 14.04.071 OF CHAPTER 14.04, REPEALING 14.04.200 OF CHAPTER 14.04, AMENDING SECTIONS 14.08.105 AND 14.08.130 OF CHAPTER 14.08, AMENDING SECTIONS 14.10.080 AND 14.10.090 OF CHAPTER 14.10, AMENDING SECTION 14.11.050 OF CHAPTER 14.11, AMENDING SECTIONS 14.14.150, 14.14.180, 14.14.210 AND 14.14.360 OF CHAPTER 14.14, AMENDING SECTIONS 14.17.070 AND 14.17.080 OF CHAPTER 14.17, AMENDING SECTIONS 14.20.220, 14.20.230 AND 14.20.240 OF CHAPTER 14.20, AMENDING SECTIONS 14.26.330 AND 14.26.430 OF CHAPTER 14.26 OF TITLE 14, AND AMENDING SECTION 16.04.120 OF CHAPTER 16.04 OF TITLE 16 REGARDING USER AND REGULATORY FEES, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Jay Panzica, Chief Financial Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5800

ORDINANCE NO. 5800

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 2.36.030 OF CHAPTER 2.36 AND SECTION 2.40.070 OF CHAPTER 2.40 OF TITLE 2, AMENDING SECTIONS 4.50.020 AND 4.50.040 OF CHAPTER 4.50, REPEALING SECTIONS 4.50.050, 4.50.060, 4.50.080, AND 4.50.100 OF CHAPTER 4.50, AND AMENDING SECTION 4.57.030 OF CHAPTER 4.57 OF TITLE 4, AMENDING SECTIONS 7.16.050, 7.16.100, AND 7.16.110 OF CHAPTER 7.16, AMENDING SECTION 7.20.030 OF CHAPTER 7.20, AMENDING SECTION 7.36.110 OF CHAPTER 7.36, AMENDING SECTION 7.48.035 OF CHAPTER 7.48, AMENDING SECTIONS 7.56.010, 7.56.020, AND 7.56.030 OF CHAPTER 7.56, AND REPEALING SECTION 7.56.040 OF CHAPTER 7.56 OF TITLE 7, AMENDING SECTIONS 8.04.070 AND 8.04.080 OF CHAPTER 8.04 OF TITLE 8, AMENDING SECTION 9.17.030 OF CHAPTER 9.17 OF TITLE 9, AMENDING SECTIONS 10.64.060, 10.64.110, 10.64.160 AND 10.64.180 OF CHAPTER 10.64, AMENDING SECTION 10.65.080 OF CHAPTER 10.65 AND AMENDING SECTION 10.66.080 OF CHAPTER 10.66 OF TITLE 10, AMENDING SECTION 11.20.530 OF CHAPTER 11.20 OF TITLE 11, AMENDING SECTION 13.20.070 OF CHAPTER 13.20, AMENDING SECTION 13.21.030 OF CHAPTER 13.21 AND AMENDING SECTION 13.28.070 OF CHAPTER 13.28 OF TITLE 13, AMENDING SECTIONS 14.04.040, 14.04.060, 14.04.065, 14.04.070 AND 14.04.071 OF CHAPTER 14.04, REPEALING 14.04.200 OF CHAPTER 14.04, AMENDING SECTIONS 14.08.105 AND 14.08.130 OF CHAPTER 14.08, AMENDING SECTIONS 14.10.080 AND 14.10.090 OF CHAPTER 14.10, AMENDING SECTION 14.11.050 OF CHAPTER 14.11, AMENDING SECTIONS 14.14.150, 14.14.180, 14.14.210 AND 14.14.360 OF CHAPTER 14.14, AMENDING SECTIONS 14.17.070 AND 14.17.080 OF CHAPTER 14.17, AMENDING SECTIONS 14.20.220, 14.20.230 AND 14.20.240 OF CHAPTER 14.20, AMENDING SECTIONS 14.26.330 AND 14.26.430 OF CHAPTER 14.26 OF TITLE 14, AND AMENDING SECTION 16.04.120 OF CHAPTER 16.04 OF TITLE 16 REGARDING USER AND REGULATORY FEES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 2.36.030 of Chapter 2.36 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.36.030 Franchise application and fee—Filing with city clerk.

The application for a franchise under this chapter shall be filed with the city clerk, together with a nonrefundable fee as established by resolution adopted by the city council, as amended from time to time.

SECTION 2. Section 2.40.070 of Chapter 2.40 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.40.070 Application for franchise—Determination and grant by council.

A. Each application for a franchise to construct, operate or maintain any cable television system in this city shall be filed with the city clerk and shall contain or be accompanied by the following:

1. The name, address and telephone number of the applicant;
2. A detailed statement of the corporate or other business entity organization of the applicant including, but not limited to, the following and to whatever extent required by the city:
 - a. The names, residence and business addresses of all officers, directors and associates of the applicant,
 - b. The names, residence and business addresses of all officers, persons and entities having, controlling or being entitled to have or control five percent or more of the ownership of the applicant and the respective ownership share of each such person or entity,
 - c. The names and addresses of any parent or subsidiary of the applicant, namely, any other business entity owning or controlling applicant in whole or in part or owned or controlled in whole or in part by the applicant, and a statement describing the nature of any such parent or subsidiary business entity, including but not limited to cable television systems owned or controlled by the applicant, its parent and subsidiary and the areas served thereby,
 - d. A detailed description of all previous experience of the applicant in providing cable television system service and in related or similar fields,
 - e. A detailed and complete financial statement of the applicant, prepared by a certified public accountant, for the fiscal year next preceding the date of the application hereunder, or a letter or other acceptable evidence in writing from a recognized lending institution or funding source, addressed to both the applicant and the council, setting forth the basis for a study performed by such lending institution or funding source, and a clear statement of its intent as a lending institution or funding source to provide whatever capital shall be required by the applicant to construct and operate the proposed system in the city, or a statement from a certified public accountant, certifying that the applicant has available sufficient free, net and uncommitted cash resources to construct and operate the proposed system in this city,
 - f. A statement identifying, by place and date, any other cable television franchise(s) awarded to the applicant, its parent or subsidiary; the status of such franchise(s) with respect to completion thereof; the total cost of completion of such system(s); and the amount of applicant's and its parent's or subsidiary's resources committed to the completion thereof;

B. A detailed description of the proposed plan of operation of the applicant which shall include, but not be limited to, the following:

1. A detailed map indicating all areas proposed to be served and a proposed time schedule for the installation of all equipment necessary to become operational throughout the entire area to be served,

2. A statement or schedule setting forth all proposed classifications of rates and charges to be made against subscribers and all rates and charges as to each of such classifications, including installation charges and service charges,

3. A detailed, informative and referenced statement describing the actual equipment and operational standards proposed by the applicant. In no event shall such operational and performance standards be less than those contained in Title 47, Subpart K (sections 76.601 et seq.), Rules and Regulations, Federal Communications Commission, adopted February 2, 1972, and as amended,

4. A copy of the form of any agreement, undertaking or other instrument proposed to be entered into between the applicant and any subscriber,

5. A detailed statement setting forth in its entirety any and all agreements and undertakings, whether formal or informal, written, oral or implied, existing or proposed to exist between the applicant and any person, firm or corporation, which materially relate, pertain to or depend upon the application and the granting of the franchise;

C. A copy of any agreement covering the franchise area, if existing between the applicant and any public utility subject to regulation by the state public utilities commission providing for the use of any facilities of the public utility, including but not limited to poles, lines or conduits;

D. Any other details, statements, information or references pertinent to the subject matter of such application which shall be required or requested by the council, or by any provision of this code, any other ordinance of the city and of its Charter;

E. A nonrefundable application fee as established by resolution adopted by the city council, as amended from time to time.

F. The council may, by advertisement or any other means, solicit and call for applications for cable television system franchises, and may determine and fix any date upon or after which the same shall be received by the city, or the date before which the same must be received, or the date after which the same shall not be received and may make any other determinations and specify any other times, terms, conditions or limitations respecting the soliciting, calling for, making and receiving of such applications.

The grantee shall pay to the city a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of a franchise pursuant to the provisions of this chapter. Such payment shall be made within 30 days after the city furnishes the grantee with a written statement of such expenses;

G. Upon receipt of any application for franchise, the council shall refer the same to the chief administrative officer who shall prepare a report and make his recommendations respecting such application and cause the same to be completed and filed with the council within 21 days;

H. In making any determination hereunder as to any application, the council may give due consideration to the quality of the service proposed, rates to subscriber, income to the city, experience, character, background and financial responsibility of any applicant and its management and owners, technical and performance quality of equipment, willingness and ability to meet construction and physical requirements and to abide by policy conditions, franchise limitations and requirements, and any other considerations deemed pertinent by the council for safeguarding the interests of the city and the public. The council, in its discretion, shall determine the award of any franchise on the basis of such considerations and without competitive bidding.

If the council shall determine to reject such application, such determination shall be final and conclusive, and the same shall be deemed rejected;

I. If the council shall determine to further the application, the following shall be done:

1. The council shall decide and specify the terms and conditions of any franchise to be granted hereunder and as herein provided,

2. The council shall pass its resolutions of intention to consider the granting of such a franchise, giving notice of receipt of the application and describing the character of the franchise desired, stating the name of the proposed grantee, the character of the franchise, the terms and conditions upon which such franchise is proposed to be granted, that copies of the proposed franchise may be obtained at the office of the city clerk, fixing and setting forth a day, hour and place certain when and where any persons having any interest therein or objection to the granting thereof may file written protests and appear before the council and be heard and directing the city clerk to publish such resolution at least once within ten days of the passage thereof in a newspaper of general circulation within the city;

J. At the time set for the hearing or any adjournment thereof, the council shall proceed to hear all written protests. Thereafter, the council shall make one of the following determinations:

1. That such franchise be denied,

2. That such franchise be granted upon the terms and conditions as specified in the resolution of intention to grant the same,

3. That such franchise be granted but upon the terms and conditions different from those specified in the resolution of intention to grant the same;

K. If the council shall determine that a franchise be denied, such determination shall be expressed by resolution and shall be final and conclusive.

If the council shall determine that a franchise be granted upon the terms and conditions as specified in the resolution of intention to consider granting the same, such determination shall be expressed by ordinance granting a franchise to the applicant.

If the council shall determine upon granting a franchise upon terms and conditions different from those specified in the resolution of intention to consider granting the same, then such determination shall be expressed by resolution adopted prior to granting a franchise by ordinance.

SECTION 3. Section 4.50.020 of Chapter 4.50 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.50.020 Records check and clearance letter.

The fee for processing requests for personal records checks and letters certifying the results of such checks shall be established by resolution adopted by the city council, as amended from time to time.

SECTION 4. Section 4.50.040 of Chapter 4.50 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.50.040 Auto impounds.

The fee for releasing impounded vehicles shall be as established by resolution adopted by the city council, as amended from time to time. This fee shall be collected only from the registered owner or agent of the registered owner. This fee shall not apply to vehicles impounded as the result of automobile accidents, abatement program, or lien sale, unless the sale is sufficient in amount to pay the lienholder's total charges and administrative costs.

SECTION 5. Section 4.57.030 of Chapter 4.57 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.57.030 Imposition of fee.

A. A fee calculated as a percentage of the cost of the building permit, fire permit, improvement plan, and entitlement, as established by resolution adopted by the city council, as amended from time to time, is required to be imposed upon the application and issuance for such permit or entitlement.

B. The fee shall be determined by calculating the applicable adopted percentage of the permit or entitlement cost for which application is made or issued.

C. The fee shall be placed in a separate fund to be known as the development services technology fee fund and such revenues shall be used only for the purpose of funding the capital costs associated with an online permitting system inclusive of software purchases, software licensing, implementation services, and hardware.

SECTION 6. Section 7.16.050 of Chapter 7.16 of Title 7 of the Roseville Municipal Code is hereby amended to read as follows:

7.16.050 Fee.

A fee for the license, or the renewal thereof, shall be paid as established by resolution adopted by the city council, as amended from time to time. No license shall be issued until the required fee is paid.

SECTION 7. Section 7.16.100 of Chapter 7.16 of Title 7 of the Roseville Municipal Code is hereby amended to read as follows:

7.16.100 Failure to renew—Delinquent penalty.

A person who fails to renew a dog license within 15 days of its expiration shall pay a penalty fee, as established by resolution adopted by the city council, as amended from time to time.

SECTION 8. Section 7.16.110 of Chapter 7.16 of Title 7 of the Roseville Municipal Code is hereby amended to read as follows:

7.16.110 Lost license or tag.

If during the period for which a license or dog tag is issued, the holder of such license or tag reports to the animal control officer that the same has been lost or stolen, he or she shall be issued a duplicate upon payment of the required fee as established by resolution adopted by the city council, as amended from time to time.

SECTION 9. Section 7.20.030 of Chapter 7.20 of Title 7 of the Roseville Municipal Code is hereby amended to read as follows:

7.20.030 Fee.

The fee for the issuance of a kennel license shall be established by resolution adopted by the city council, as amended from time to time. Such fee shall be in addition to all fees required for the licensing of each individual dog kept at the kennel. Nothing herein shall be read to permit any dog kept at any kennel to remain unlicensed.

SECTION 10. Section 7.36.110 of Chapter 7.36 of Title 7 of the Roseville Municipal Code is hereby amended to read as follows:

7.36.110 Annual fee.

An annual fee for a special animal permit, as established by resolution adopted by the city council, as amended from time to time, shall be paid to the police department.

SECTION 11. Section 7.48.035 of Chapter 7.48 of Title 7 of the Roseville Municipal Code is hereby amended to read as follows:

7.48.035 Hearing and appeal regarding destruction.

A. Upon written request by the owner of the animal received by the police chief within 10 days after the mailing of a notice of intention to destroy the animal, a hearing shall be held by the police chief or his or her designee on the question of the destruction. The owner of the animal and all victims and complainants shall be given notice of the hearing by first-class U.S. mail or in person at least five calendar days prior to the date of the hearing. The hearing shall be open to the public.

B. The owner of the animal may appear in person at the hearing or present a sworn written statement contesting the animal control officer's determination.

C. Following the hearing, the police chief shall make written findings of fact showing whether the animal is a threat to the public safety. Such written findings of fact shall be the basis for the decision of the police chief. A finding that the animal should be destroyed shall specify a date for destruction that is later than the expiration of the appeal period provided in subsection D of this section.

D. Appeal from any decision of the police chief may be made, in writing, to the city council within 10 calendar days from the police chief's action. Within the same 10-day period, the appellant shall pay an appeal fee as established by resolution adopted by the city council, as amended from time to time, no part of which shall be refundable.

E. Any order of destruction made by the police chief shall be stayed pending the final decision of the city council.

SECTION 12. Section 7.56.010 of Chapter 7.56 of Title 7 of the Roseville Municipal Code is hereby amended to read as follows:

7.56.010 Dog licenses and tags.

The fees for a dog license, for a duplicate license or tag, and the amount of any applicable senior discounts to license fees, shall be as established by resolution adopted by the city council, as amended from time to time.

SECTION 13. Section 7.56.020 of Chapter 7.56 of Title 7 of the Roseville Municipal Code is hereby amended to read as follows:

7.56.020 Kennel license.

The fee for a kennel license shall be as established by resolution adopted by the city council, as amended from time to time.

SECTION 14. Section 7.56.030 of Chapter 7.56 of Title 7 of the Roseville Municipal Code is hereby amended to read as follows:

7.56.030 Disposal—Voluntary.

Any owner of any animal, as specified in Chapters 7.16, 7.20, 7.28, 7.32, or 7.36, who voluntarily turns the same over to the animal control officer for disposal, shall pay a fee as established by resolution adopted by the city council, as amended from time to time.

SECTION 15. Section 8.04.070 of Chapter 8.04 of Title 8 of the Roseville Municipal Code is hereby amended to read as follows:

8.04.070 Permits—Application—Issuance—Denial.

A. Any person desiring a permit to do any act or thing for which a permit is required under this chapter shall make written application to the director for such a permit, along with payment of a permit application fee as established by resolution adopted by the city council, as amended from time to time. The application shall set forth the act or things intended to be done, the number, kind, and the location of street trees to be affected, the proposed manner of doing the act or thing and such other information as the director may require. The permit shall be issued when the director finds that the purpose, act or thing is necessary to provide the life, health, safety, or property of the public and that the proposed method is satisfactory.

B. The action of the director in denying a permit shall be subject to an appeal to the city council. Notice of such appeal shall be filed with the city clerk within 10 calendar days after the denial of such permit. Upon the failure to file such notice within the 10-day period, the action of the director in denying such permit shall be final and conclusive.

SECTION 16. Section 8.04.080 of Chapter 8.04 of Title 8 of the Roseville Municipal Code is hereby amended to read as follows:

8.04.080 Master permits.

The director may issue master permits to any person doing business as a public utility subject to the jurisdiction of the Public Utilities Commission of the state and to any duly constituted public agency authorized to provide and actually providing utilities service, permitting such person to trim, brace, remove, or perform such other acts with respect to street trees to the extent they encroach as may be necessary to maintain the safe operation of such business. A permit application fee shall be collected as established by resolution adopted by the city council, as amended from time to time.

SECTION 17. Section 9.17.030 of Chapter 9.17 of Title 9 of the Roseville Municipal Code is hereby amended to read as follows:

9.17.030 Franchise required—Franchise application fee.

It is unlawful for any person to operate as a refuse hauler, including a refuse hauler of C&D waste from covered projects referenced in Section 9.17.050, without first obtaining a franchise from the city in accordance with this chapter. The franchise, if granted, shall be nonexclusive. Consistent with the provisions of this chapter, an application for a nonexclusive refuse hauling franchise shall be filed with the director. The application fee shall be in the amount as established by resolution adopted by the city council, as amended from time to time. Notwithstanding the provisions of this section, a person who operates solely as a recycler shall not be required to obtain a franchise for refuse hauling.

SECTION 18. Section 10.64.060 of Chapter 10.64 of Title 10 of the Roseville Municipal Code is hereby amended to read as follows:

10.64.060 Alarm permit required.

A. Police response to private alarm sites in the city is a privilege available only to those alarm users who have a valid alarm system permit.

B. Individual Users. It is unlawful for any person to operate, or to cause to be operated, an alarm system within the city without obtaining an active and valid alarm permit within 14 days of connecting or commencing to operate an alarm system and keeping a valid alarm system permit in full force and effect at all times thereafter. Upon registration, each alarm permit shall be assigned a permit number.

C. Alarm Company/Installers. An alarm company may install an alarm system at an alarm site prior to the alarm user obtaining an alarm permit. However, it is unlawful for an alarm company to connect or activate an alarm system at any alarm site within the city without verifying that an active and valid alarm permit exists for the alarm site.

D. Alarm System Monitoring Company. No monitoring company providing monitoring service to alarm sites in the city shall activate alarm monitoring service or initiate alarm dispatch requests for any alarm site in the city that is not properly permitted.

E. Any person found operating an alarm system without a permit shall obtain a permit within 30 days of the police department's mailing of a notice to obtain permit, and shall pay the permit fee, including late fees, in the amounts established by resolution adopted by the city council, as amended from time to time. In addition, any non-registration 120 days past due will be sent to collections for processing.

F. Failure to acquire an alarm permit in the city is a class one civil infraction provided in Section 10.64.130.

G. Payment of Fee. A non-registration fee invoice shall be mailed with the notice to obtain permit to the alarm user within 30 days following the assessment of the fee. Fees are due and owing no later than 30 days after the date of the invoice; fees received after that date shall be subject to additional fees as provided in subsection E.

SECTION 19. Section 10.64.110 of Chapter 10.64 of Title 10 of the Roseville Municipal Code is hereby amended to read as follows:

10.64.110 Applications—Forms.

A. The Roseville police department shall prescribe the form of the application and request such information as is necessary to evaluate and act upon the alarm permit application.

B. Applications for alarm permits required by this chapter shall be filed with the Roseville police department and shall be accompanied by a nonrefundable fee as established by resolution adopted by the city council, as amended from time to time. After the initial two-year permit period, renewal permits are required and will be valid for two additional years. The renewal permit shall be accompanied by a nonrefundable fee as established by resolution adopted by the city council, as amended from time to time.

C. The application for an alarm permit shall contain an agreement, which the applicant must sign before the permit can be issued, whereby the applicant agrees to reimburse the city for costs resulting from excessive false alarms, as well as all costs related to the collection of alarm registrations. The cost recovery shall be accomplished through reimbursement payments as set out in Section 10.64.160 of this chapter.

D. Upon receipt of the application, fees, and copy of signed agreement, the alarm administrator or designee shall issue an alarm permit number to the user.

E. The alarm permit number assigned to an alarm user will remain the same for as long as the alarm user continuously maintains registration for the alarm site.

- F. Permits may be renewed under the following conditions:
1. The alarm site has no past due service fees;
 2. The alarm site permit is not suspended;
 3. The alarm site permit is not revoked;
 4. The alarm user either updates his or her permit information, or verifies that the current permit information is still correct; and
 5. The appropriate permit fee is paid.
- G. Renewal information and fees are submitted to the alarm administrator, or designee, on or before the initial registration anniversary date every two years.

SECTION 20. Section 10.64.160 of Chapter 10.64 of Title 10 of the Roseville Municipal Code is hereby amended to read as follows:

10.64.160 False alarm reimbursement.

A. Whenever the police department responds to a false alarm, the alarm user shall reimburse the city in accordance with a schedule of fees established by resolution adopted by the city council, as amended from time to time. B. Fees are cumulative and determined by the combined number of both burglary and duress/robbery false alarms.

C. Failure to promptly reimburse the city shall be deemed a breach of contract and a civil debt owed to the city.

D. Only alarm users with a valid alarm permit are entitled to one free false alarm without reimbursement to the city per rolling 365-day period.

E. Reimbursement may be waived by the police chief or designee where uncommon circumstances not considered an emergency resulted in a false alarm and where the permittee has taken measures to correct alarm system deficiencies.

SECTION 21. Section 10.64.180 of Chapter 10.64 of Title 10 of the Roseville Municipal Code is hereby amended to read as follows:

10.64.180 Denial, suspension or revocation of permit.

A. If the police chief denies the issuance of a permit, suspends or revokes a permit issued under this chapter, the police chief shall serve the permittee with a written order stating the reasons for the denial, suspension or revocation of the permit. The order shall be effective

immediately upon service and, unless there is a separate indication that there is a crime in progress, the police chief may refuse police response to the alarm site after the suspension or revocation of an alarm permit.

B. It is unlawful to use any alarm system after service of notice of denial, suspension, or revocation of an alarm permit.

C. The police chief may reconsider the denial, suspension or revocation of a permit or reinstate a suspended permit, provided that within 45 days of the denial or suspension, the applicant or permittee shall establish to the satisfaction of the police chief that the alarm system will be operated in compliance with this chapter, by complying with the following:

1. Provide a letter from an alarm company licensed by the state of California indicating that the alarm has been completely checked and any mechanical malfunctions have been repaired;
2. Agree that an agent of the business, or, if the alarm is residential, a responsible party, shall respond to the alarm site within 30 minutes of notification, each time the alarm is activated;
3. Review correct alarm setting procedures with every resident, agent, employee or other person who may be responsible for user error alarm activations;
4. Pay in full all outstanding fines and/or charges associated with the alarm permit;
5. Pay in full all outstanding excessive false alarm fees or charges; and
6. Other reasonable procedures or requirements as may be established by the police chief.

D. Any denial to issue a permit which has not been appealed within 45 days of such denial shall be final. Any suspended permit which is not reinstated within 45 days shall automatically be deemed revoked. No revoked permit shall be reissued until six months after the revocation, at which time a new application may be filed pursuant to Section 10.64.110. The police chief's decision to suspend a permit shall suspend police response for non-duress and non-robbery alarms at that alarm site for the period of suspension.

E. The decision of the police chief to deny an application for a permit, suspend a permit, or refuse to reinstate a permit may be appealed in writing by any interested person to the city council within 15 calendar days of the decision upon the payment of an appeal fee as established by resolution adopted by the city council, as amended from time to time, to the city clerk, no part of which shall be refundable. The 45-day period for suspended permits shall be tolled during the pendency of any such appeal.

SECTION 22. Section 10.65.080 of Chapter 10.65 of Title 10 of the Roseville Municipal Code is hereby amended to read as follows:

10.65.080 Annual fee for vendor's permit.

A fixed fee, per year, for an ice cream vendor's permit shall be paid to the police department. The fee amount shall be established by resolution adopted by the city council, as amended from time to time.

SECTION 23. Section 10.66.080 of Chapter 10.66 of Title 10 of the Roseville Municipal Code is hereby amended to read as follows:

10.66.080 Fee for taxicab driver's license.

A fixed a fee, per year, for a taxicab driver's license shall be paid to the police department. The fee amount shall be established by resolution adopted by the city council, as amended from time to time.

SECTION 24. Section 11.20.530 of Chapter 11.20 of Title 11 of the Roseville Municipal Code is hereby amended to read as follows:

11.20.530 Application for permits.

The police chief, or designee, shall issue such permits on a yearly basis to any business owner within the 200 block of Vernon Street for use by employees of the business exempting their vehicles from the parking time limitations within the designated commercial parking permit zones. The permits shall be valid for one year. The permit application fee shall be in the amount determined from time to time by resolution of the city council. The permit must be renewed no later than January 2nd of the following year to remain in effect.

SECTION 25. Section 13.20.070 of Chapter 13.20 of Title 13 of the Roseville Municipal Code is hereby amended to read as follows:

13.20.070 Fee and costs.

A. An application for a building moving permit shall be accompanied by a fee as established by resolution adopted by the city council, as amended from time to time.

B. If the application is approved, the applicant shall pay all costs incurred by the city in moving utilities, street lights, trimming trees, directing traffic, or performing any other work to facilitate the moving of the building.

SECTION 26. Section 13.21.030 of Chapter 13.21 of Title 13 of the Roseville Municipal Code is hereby amended to read as follows:

13.21.030 Fee and costs.

An application for an oversized vehicle permit shall be accompanied by a fee as established by resolution adopted by the city council, as amended from time to time.

SECTION 27. Section 13.28.070 of Chapter 13.28 of Title 13 of the Roseville Municipal Code is hereby amended to read as follows:

13.28.070 Fees.

A fee as established by resolution adopted by the city council, as amended from time to time, shall be charged for each permit issued pursuant to this chapter.

SECTION 28. Section 14.04.040 of Chapter 14.04 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.04.040 Billing procedures.

Invoices for utility services rendered shall be as follows:

A. Except in instances where explicitly allowed by city ordinance or approved policy, utility services shall be invoiced monthly. Each invoice period shall represent as near as possible one month's service, except for new services which may have been connected during the invoice period. Flat rate charges shall be invoiced one month in arrears. New services established during an invoice period shall be invoiced for services received during that period.

B. Flat rate charges for new or discontinued services shall be prorated when service for a full billing period is not received.

C. For customer-generators eligible for the net metering rate with surplus (NM-1), as established by California Public Utilities Code, Section 2827, where the on-premises solar, wind, and/or solar/wind hybrid electric generation, interconnected behind the customer-generator's meter of record, and servicing a maximum of 100 percent of the customer-generator's meter of record total annual kilowatt-hour electric load, the customer-generator will receive an annualized billing for the energy charges for the electric meter of record, as allowed by city Ordinance and/or approved city policy.

D. Annual period for all net metering customer generators: The eligible net metering customer-generator's annual period is defined as:

1. A 12-month period, during which the customer-generator operates the solar, wind, and/or solar/wind system beginning with the occurrence of the anniversary date, resulting in the

customer-generator being an annual net energy consumer or an annual net energy generator. A new annual period will begin with the end of each 12-month cycle with the next calendar occurrence of the anniversary date, or when a customer-generator has been classified as a net metering customer-generator.

2. When customer-generators discontinue electric service prior to the completion of their annual period, the default annual period is the amount of time between the customer-generator's annual period anniversary date and the date of service cancellation.

3. Anniversary Date. The "anniversary date" is defined as the beginning date of the annual period. The anniversary date is determined as follows.

a. For active electric accounts: the date the customer-generator electric account is transferred to a net metering rate.

b. For new electric accounts: the date the customer-generator electric account is transferred to, or established as, a net metering account.

E. Past due amounts on a customer's active utility service account may be transferred to any other active utility service account of the same customer. Where the final bill amounts from a customer's previous utility services accounts become past due and that customer has an active utility services account, the past due amounts shall be transferred to the current active account of the customer. No new utility services account shall be established until all of a customer's past due utility service obligations to the city have been paid in full.

F. Where a rental property owner has past due charges for utility services, no new account can be established for service at that same property until payment is rendered for those same charges.

G. Each supply of water or electric service shall be separately metered and meter readings shall not be combined for invoice purposes except as authorized by the finance director.

H. Invoice and payment of water and sewer service charges are inseparable.

I. Customers requesting same day service shall be charged a fee as established by resolution adopted by the city council, as amended from time to time. This service is subject to availability.

SECTION 29. Section 14.04.060 of Chapter 14.04 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.04.060 Time period for payment of bills—Delinquent bills.

A. Utility service account payment shall be due upon receipt of invoice. Payment may be made either by mail, or at authorized payment locations or through other city-authorized payment methods. An account shall be considered past due if payment is not received on or before the bill due date, which shall be no less than 21 days from the invoice date.

B. Customers shall be mailed reminder notices if payment is not received on or before the bill due date. A reminder notice may also be conspicuously posted at the customer's premises. If payment in full is not received within 15 days of the reminder notice, service shall be subject to termination.

At least 48 hours prior to termination of service, a final notice shall be provided to the customer by telephone, mail, in person, or by posting in a conspicuous location at the premises in accordance with Section 10010.1(b) of the Public Utilities Code.

Service to an account already subject to special payment arrangements shall be terminated 24 hours after notice is posted on the served premises.

Customers requesting reestablishment of utility service following termination as provided above shall be charged a reestablishment fee as established by resolution adopted by the city council, as amended from time to time.

C. No terminated utility service shall be reestablished until a deposit equivalent to two months' estimated service charges has been made at the discretion of the finance department, together with all delinquent utility charges. A reestablishment charge as established by resolution adopted by the city council, as amended from time to time, shall also be due. If reestablishment of terminated service is requested after regular working hours and all deposits and delinquent charges have been paid, the after hours reestablishment fee shall be due as established by resolution adopted by the city council, as amended from time to time.

D. Payments for utility services not received by the due date shall be subject to a late payment fee as established by resolution adopted by the city council, as amended from time to time, which shall be added to the subsequent invoice for services.

E. In addition to the right to discontinue utility services, the city shall have the right to collect the unpaid utility charges from the owner or occupant of such premises at its discretion by any appropriate legal action.

F. Late payment charges may be waived if the customer enters into a payment arrangement agreement with the city.

SECTION 30. Section 14.04.065 of Chapter 14.04 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.04.065 Payment types.

A. Personal or business checks may be accepted for payment of invoices. Dishonored personal or business checks shall be subject to a check return fee as established by resolution adopted by the city council, as amended from time to time. Failure to immediately redeem an account following return of a dishonored personal or business check shall subject the customer to service termination after five (5) days' notice. Terminated service shall not be reestablished until the amount due is paid in cash, money order, cashier's check, or credit card along with a reestablishment charge as established by resolution adopted by the city council, as amended from time to time.

B. Credit cards may be accepted for payment of invoices.

C. Customers with current accounts may sign up for payment of invoices by automatic bank draft (ABD). Customers with more than two personal or business checks that are dishonored for any reason during a six-month period are not eligible for ABD. Participation in the ABD program may be terminated by the customer or the City of Roseville at any time.

ABD transactions returned for non-sufficient funds shall be subject to an ABD return fee as established by resolution adopted by the city council, as amended from time to time. Failure to immediately redeem an account following return of an ABD shall subject the customer to service termination after five days' notice. Terminated service shall not be reestablished until the amount due is paid in cash, money order, cashier's check, or credit card along with a reestablishment charge as established by resolution adopted by the city council, as amended from time to time.

If an ABD transaction is returned due to a closed bank account, the customer will be removed from the ABD program and be subject to delinquency processing in accordance with subsections A through D of this section.

D. Customers with active utility accounts may enroll in Online BillPay. Online BillPay customers will have two payment options: credit card or ACH (automated clearing house) in addition to bill presentment and other features. Customers with two personal or business checks or ABD payments that are dishonored for any reason during a six-month period are not eligible for ACH payments on Online BillPay. Accounts that are ineligible for ACH payments may not have access to any of the Online BillPay features.

Online BillPay transactions returned for non-sufficient funds shall be subject to an ACH return fee as established by resolution adopted by the city council, as amended from time to time. Failure to immediately redeem an account following return of an ACH payment shall subject the customer to service termination after five days' notice. Terminated service shall not be reestablished until the amount due is paid in cash, money order, cashier's check, or credit card along with a reestablishment charge as established by resolution adopted by the city council, as amended from time to time.

E. If any combination of two of the following payment types: personal or business checks, ABD payments, or Online BillPay ACH payments are returned for any reason during a six-month period, these payment types will no longer be acceptable for payment.

F. A convenience fee as established by resolution adopted by the city council, as amended from time to time, will be added to all American Express Card payments made on-line.

SECTION 31. Section 14.04.070 of Chapter 14.04 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.04.070 Unauthorized service connections.

A. Any consumer who connects or reconnects a utility service without authorization by any means, including the breaking of meter seals, shall have his or her utility services immediately disconnected without notice and shall be charged a service fee for unauthorized service reconnect as established by resolution adopted by the city council, as amended from time to time. Such service shall be resumed only in compliance with Section 14.04.060(C) and when the unauthorized service reconnect fee has been paid.

B. Where the city determines that there has been unauthorized use of any utility service, the city may bill the customer for such use based on city's estimate of the amount of unauthorized use for up to three years. Such estimated billing shall indicate unauthorized use for the most recent three years.

SECTION 32. Section 14.04.071 of Chapter 14.04 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.04.071 Electric service limitation for nonpayment.

An electric service limitation device may be placed on a customer's electric meter in lieu of service termination as provided under Section 14.04.060 where a customer with a valid medical support rate reduction application on file with the finance department is more than two months past due in payment. Customers requiring service limitation devices shall be charged an amount equal to the reestablishment fee as established by resolution adopted by the city council, as amended from time to time. A service limitation device shall remain in place until all past due amounts, together with all additional charges or fees are paid in full.

SECTION 33. Section 14.08.105 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.08.105 Installation of water meters.

A. New Construction. A water meter shall be required for all residential dwelling units for which a building permit was issued after January 1, 1992.

B. Installation and Location.

1. All water meters and metering equipment will be supplied and installed by the city upon the service premises at a location approved by the environmental utilities director.

2. Charges for water meter installation shall be made as established by resolution adopted by the city council, as amended from time to time.

3. All water meters shall be safely accessible to authorized employees of the city at all times for inspection, testing and reading.

4. The city may require a customer to relocate a metering installation, at customer's expense, if any existing water meter location becomes inaccessible or for other operational needs.

5. Property owners of condominium and apartment complexes are liable for costs to install meters on their property upon receipt of bill for such services.

C. Rights of Access.

1. The city shall have the right of access to the customer's premises, at all reasonable hours for any purpose related to the furnishing of water service including, but not limited to, meter reading, testing, inspection, construction, maintenance and repair of meter.

2. Service may be refused or disconnected if permanent safe accessibility is not provided by the customer.

3. Upon termination of service, the city shall have the right of access to the service premises to remove the water meter.

D. Customer Responsibilities. It shall be the duty of each customer upon whose premises the city has installed a water meter to ensure that such meters are not damaged, destroyed or interfered with and, in the case of any defect in any such meter, to notify the city. The customer is also responsible for keeping the meter box clear and accessible for reading and maintenance by keeping landscape and other improvements from covering or encroaching over the meter box.

E. Metered Water Rate. New services installed after January 1, 2002 will be placed on a metered water rate.

SECTION 34. Section 14.08.130 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.08.130 Use of water for construction purposes.

It is unlawful for any person to use the water service of another for construction purposes without first obtaining a permit from the environmental utilities director and the consent of the other person. All water service for construction purposes shall be metered as provided by Section 14.08.090, unless the environmental utilities director approves alternate measuring methods. All persons doing work on the public streets, public easements or rights-of-way, existing or proposed, shall apply for and be issued a permit prior to drawing water or obtaining service for construction purposes such as for the settling of earth, rock, gravel or dust. Service for such purposes shall be charged per rates identified in Section 14.08.090, per 100 cubic feet of water, and charged a connection charge as established by resolution adopted by the city council, as amended from time to time, per connection to a fire hydrant. Each temporary connection shall be protected against potential cross connection and resulting contamination of the water distribution system. Water meters and backflow preventors are available from the water/sewer division. Charges for use and rental of water meters and backflow preventors shall be as established by resolution adopted by the city council, as amended from time to time. The environmental utilities director, in the director's discretion, may establish related requirements for the use of all construction water and service.

SECTION 35. Section 14.10.080 of Chapter 14.10 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.10.080 Reinspection.

A. If the inspector determines that the backflow prevention assembly does not meet the standards established by this chapter, the city will issue the customer a notice to correct. The customer shall make the necessary repairs or replacement within 30 days of issuance of the notice to correct.

B. The backflow prevention assembly shall be reinspected by an inspector within 30 days, at which time a reinspection fee shall be charged to the customer as established by resolution adopted by the city council, as amended from time to time.

C. Each time a reinspection is required, an additional reinspection fee will be charged to the customer, until such time that the city sends the customer a notice of compliance.

SECTION 36. Section 14.10.090 of Chapter 14.10 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.10.090 Reserved.

SECTION 37. Section 14.11.050 of Chapter 14.11 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.11.050 Application and inspection fees—Required license.

A. Applicable fees as established by resolution adopted by the city council, as amended from time to time, shall be paid prior to issuance of a well permit.

B. All construction, reconstruction or destruction of wells shall be by a person who possesses an active class C-57 contractors' license issued in accordance with the provisions of the Contractors' State License Law, Business and Professions Code, Section 7000 et seq.

C. As a condition of each well permit, the permittee shall be responsible for the safe and appropriate handling and disposal of drilling fluids and all other drilling materials used in connection with the permitted work.

D. It shall be the responsibility of the permittee to maintain a copy of the permit as issued at the drilling site during all stages of well construction or destruction.

SECTION 38. Section 14.14.150 of Chapter 14.14 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.14.150 Charges and fees.

A. Costs incurred by the city as a result of required on-site sampling and analysis shall be reimbursed to the city by the owner, user or FOG DWP permittee.

B. The city may adopt other fees as the city may deem necessary to carry out the requirements of this chapter. Fees shall be as established by resolution adopted by the city council, as amended from time to time.

SECTION 39. Section 14.14.180 of Chapter 14.14 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.14.180 FOG WDP application fee.

A FOG WDP application fee shall be paid by the applicant in an amount as established by resolution adopted by the city council, as amended from time to time. Payment of the FOG WDP application fee must be received by the director upon submission of the FOG WDP application. A permittee shall also pay any delinquent invoices in full prior to any FOG WDP renewal.

SECTION 40. Section 14.14.210 of Chapter 14.14 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.14.210 FOG WDP duration and renewal.

FOG WDPs shall be issued for a specified time period, not to exceed three years. At least 30 days prior to the expiration of the FOG WDP, the permittee shall re-apply and pay applicable fees for the renewal of the WDP as established by resolution adopted by the city council, as amended from time to time, in accordance with the provision of this chapter.

SECTION 41. Section 14.14.360 of Chapter 14.14 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.14.360 Violation—Penalty.

A. Any violation of this chapter, or the orders, rules, regulations and permits issued under this chapter, is unlawful and shall be an infraction or misdemeanor as determined by the city attorney.

B. Any user, discharger and/or permittee in violation of this chapter, or the orders, rules, regulations and permits issued under this chapter, may be ordered by the director to cease and desist operations until the violation is cured. Continuance of operations after notice to cease and desist has been furnished to the user and/or permittee shall be unlawful and an infraction or misdemeanor as determined by the city attorney. Each day in which any such violation shall continue shall be deemed a separate offense.

C. The violation of any of the provisions of this chapter, or the orders, rules, regulations and permits issued under this chapter, or the doing of any act prohibited or the failure or omission to do any act required by this chapter, or the orders, rules, and regulations and permits issued under this chapter, is a public nuisance and may be enjoined by the city attorney.

D. If any violation of this chapter, or the orders, rules, regulations and permits issued under this chapter, causes damage to the POTW, the director may seek to recover civil damages from the user causing such damage.

E. The director is authorized to levy against any person administrative fines of up to \$10,000.00 per day for each violation of the rules, regulations, and permits issued under this chapter. The notice shall provide information as to the reason for the administrative fine and the authority and the notice shall also specify the person's right to appeal.

1. The director shall provide written notice of such levy to the person by certified mail. The user, discharger and/or permittee has the right to appeal the administrative action to the Roseville public utilities commission by filing an appeal with the city clerk.

2. The appeal shall be submitted within 20 days of receipt of the notice and shall be accompanied by a nonrefundable fee as established by resolution adopted by the city council, as amended from time to time.

3. The user, discharger and/or permittee has the right to appeal the decision of the Roseville public utilities commission to the city council. The appeal shall be submitted to the city clerk within 20 days of the decision of the Roseville public utilities commission and shall be accompanied by a nonrefundable fee as established by resolution adopted by the city council, as amended from time to time.

F. The remedies and provisions of this section are cumulative, and are in addition to any other remedy or provision of law.

SECTION 41. Section 14.17.070 of Chapter 14.17 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.17.070 Recycled water service connection and meter charges.

A. Before a recycled water service connection is supplied to or installed on the premises, the customer shall pay to the city the costs of the recycled water service connection including, but not limited to, the cost of a meter, unless the city agrees in writing to other arrangements.

B. Before a recycled water service connection is supplied to or installed on the premises, the customer shall pay to the city the costs incurred by the city in extending existing off-site facilities, including but not limited to the recycled water service line, in order to provide recycled water service to the customer unless the city agrees in writing to other arrangements. Construction of recycled water transmission mains and water service extensions shall be subject to the provisions of this chapter. All recycled water service provided prior to the installation of final street improvements shall be considered to be temporary, and the costs for all repairs or changes required to be made to the recycled water service line upon installation of final street improvements shall be paid by the customer.

C. Upon approval of recycled water service by the director, the site owner shall sign the terms and conditions for recycled water operations, use and service prior to recycled water being delivered to the site.

D. If recycled water service to any customer is suspended or terminated because of failure by a customer to adhere to the provisions of this chapter, including but not limited to, the failure of a new site owner to sign terms and conditions within 30 days, or the failure by a customer to pay for recycled water in accordance with this chapter, the customer shall pay in advance of resumption of recycled water service a delinquent and/or reconnection charge which shall be equal to that delinquent and/or reconnection charge for potable water as established by

resolution adopted by the city council, as amended from time to time, in addition to any payment for recycled water service then due.

SECTION 42. Section 14.17.080 of Chapter 14.17 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.17.080 Fees and charges—Delinquency—Disconnection or termination.

A. All fees, charges, deposits or penalties provided for in this chapter, including recycled water charges, shall be in the amount set forth in Chapter 14.08 or as established by resolution adopted by the city council, as amended from time to time.

B. Payment by a customer for recycled water service shall be due and payable as specified in Chapter 14.04 for water service. If payment is not received in accordance with Chapter 14.04, then the recycled water service may be disconnected or terminated. In the event the city disconnects or terminates recycled water service pursuant to this section, then in addition to the payment due for recycled water, the customer shall pay any and all delinquent and reconnection charges for recycled water service as specified in Chapter 14.04 for water service.

C. Price of Recycled Water. The price for recycled water sold, supplied, distributed or transported to customers of the city shall be at a rate or charge equal to 50 percent of the rate or charge which the city council may establish from time to time as set forth in Chapter 14.08 for potable water and which is in effect on the date of delivery of recycled water by the city to such customer. Such charge or rate shall be the sum of the customer charge, commodity charge and adjustments as detailed in this chapter and specified in Chapter 14.08.

SECTION 43. Section 14.20.220 of Chapter 14.20 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.20.220 Fees.

If applicable, every application for an annual stormwater management permit or renewal shall be accompanied by a nonrefundable fee, as established by resolution adopted by the city council, as amended from time to time.

SECTION 44. Section 14.20.230 of Chapter 14.20 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.20.230 Stormwater quality design requirements and waivers.

A. All stormwater control measures shall be constructed and designed in accordance with the Stormwater Quality Design Manual.

B. A waiver from the requirements of the Stormwater Quality Design Manual may be requested if impracticability for a specific property can be established. A waiver for impracticability shall be granted only when all other stormwater control measures have been considered and rejected as infeasible. The city engineer may grant a waiver for the following situations of impracticability:

1. If there are extreme limitations of space for treatment on a redevelopment project;
2. If there are unfavorable or unstable soil conditions at a site to attempt infiltration;
3. If there is a risk of ground water contamination because a known unconfined aquifer lies beneath the land surface or an existing or potential underground source of drinking water is less than 10 feet from the soil surface.

Any waivers to stormwater quality design requirements for situations of impracticability not specified in this section must be granted by the Regional Board.

C. All requests to waive the stormwater quality design requirements, or any portions thereof, shall be submitted in writing to the city engineer for review. All requests shall be accompanied by a proposed stormwater management plan, including site plans and design documentation, which demonstrates the impracticability. The city engineer will review all requests and determine if a separate petition must be submitted to the Regional Board for consideration.

D. When a waiver is granted pursuant to this section, the landowner may be required to pay a stormwater control measure mitigation fee as established by resolution adopted by the city council, as amended from time to time.

SECTION 45. Section 14.20.240 of Chapter 14.20 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.20.240 Self certification reports and inspections.

A. All stormwater management permittees shall annually submit to the city engineer a self certification report demonstrating compliance with the approved stormwater maintenance plan. The self certification report shall verify that the operating condition of the stormwater control measures are in good working order and that the stormwater maintenance plan has been executed to ensure that stormwater control measures continue to perform adequately. The city engineer may conduct inspections of the stormwater control measures to confirm the information filed in the self certification report. It shall be unlawful to make any false statement or representation in a self certification report submitted to the city engineer.

B. If a stormwater management permittee fails to submit the required self certification report, the city engineer or enforcement officer may conduct an inspection of the stormwater control measures to verify compliance with the approved stormwater maintenance plan. If the city engineer or enforcement officer determines the stormwater management permittee is not in compliance with the stormwater maintenance plan, or the stormwater control measures are not in good working order, the city engineer or enforcement officer may issue a compliance order pursuant to Section 14.20.430 setting forth a schedule for compliance. The city engineer or enforcement officer shall perform a follow-up reinspection at the conclusion of the schedule for compliance. Each time a reinspection is required beyond the initial follow-up reinspection for the compliance order, a reinspection fee will be charged to the permittee, until such time that the permittee comes into compliance. The amount of the reinspection fee shall be as established by resolution adopted by the city council, as amended from time to time. Any unpaid costs owed by the permittee may be charged as a lien against the property.

SECTION 46. Section 14.26.330 of Chapter 14.26 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.26.330 Permit application.

A. Users required to obtain a wastewater contribution permit shall complete and file with the city an application in the form prescribed by the director. In support of the application the user shall submit, in units and terms appropriate for evaluation, the following information:

1. Name, address, and location (if different from the address);
2. SIC number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended;
3. Wastewater constituents and characteristics including but not limited to those mentioned in Article II of this chapter, as determined by a reliable analytical laboratory. Sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to Section 304 (g) of the Act and contained in 40 CFR, Part 136, as amended;
4. Time and duration of contribution;
5. Average daily and three minutes peak wastewater flow rates, including daily, monthly and seasonal variations if any;
6. Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by the size, location and elevation;
7. Description of activities, facilities and plant processes on the premises including all materials which are or could be discharged;

8. Where known, the nature and concentration of any pollutants in the discharge which are limited by any city, state, or federal pretreatment standards, and a statement regarding whether or not the pretreatment standards are being met on a consistent basis and if not, whether and what additional actions and/or additional pretreatment is required for the user to meet applicable pretreatment standards. New users who have not commenced discharge shall provide estimates of the nature and concentration of pollutants in the discharge;

9. If additional pretreatment or actions will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment or actions. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard.

The following conditions shall apply to this schedule:

a. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment or actions required for the user to meet the applicable pretreatment standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).

b. No increment referred to in subsection (A)(9)(a) of this section shall exceed nine months.

c. Not later than 14 calendar days following each date in the schedule and the final date or compliance, the user shall submit a progress report to the director including, as a minimum, whether or not it complied with the increment progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the user to return the construction to the schedule established. In no event shall more than nine months elapse between such progress reports to the director;

10. Each product produced by type, amount, process or processes and rate of production;

11. Type and amount of raw materials processed (average and maximum per day);

12. Number and type of employees, and hours of operation of plant and proposed or actual hours of operation of pretreatment system;

13. Any other information as may be deemed necessary by the city to evaluate the application.

B. The city may evaluate the data furnished by the user and may require additional information. After evaluation and acceptance of the data furnished, the city may issue a wastewater contribution permit subject to terms and conditions provided in this chapter.

C. Wastewater contribution permit applications shall be accompanied by a nonrefundable fee as established by resolution adopted by the city council, as amended from time to time.

D. If a permit application is denied, the applicant may within 20 calendar days of the decision appeal the decision to the city council. An appeal shall be accompanied by a nonrefundable fee as established by resolution adopted by the city council, as amended from time to time.

SECTION 47. Section 14.26.430 of Chapter 14.26 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.26.430 Violation—Penalty.

A. Any violation of this chapter, or the orders, rules, regulations and permits issued under this chapter, is unlawful and shall be an infraction or misdemeanor as determined by the city attorney.

B. Any user in violation of this chapter, or the orders, rules, regulations and permits issued under this chapter, may be ordered by the director to cease and desist operations until the violation is cured. Continuance of operations after notice to cease and desist has been furnished to user shall be unlawful and an infraction or misdemeanor as determined by the city attorney. Each day in which any such violation shall continue shall be deemed a separate offense.

C. The violation of any of the provisions of this chapter, or the orders, rules, regulations and permits issued under this chapter, or the doing of any act prohibited or the failure or omission to do any act required by this chapter, or the orders, rules, and regulations and permits issued under this chapter, is a public nuisance and may be enjoined by the city attorney.

D. If any violation of this chapter, or the orders, rules, regulations and permits issued under this chapter, causes damage to the POTW, the director may seek to recover civil damages from the user causing such damage.

E. The director is authorized to levy against any person administrative fines of up to \$10,000.00 per day for each violation of the rules, regulations, and permits issued under this chapter. The notice shall provide information as to the reason for the administrative fine and the authority. And the notice shall also specify the person's right to appeal.

1. The director shall provide written notice of such levy to the person by certified mail, user has the right to appeal the administrative action to the Roseville public utilities commission by filing an appeal with the city clerk.

2. The appeal shall be submitted within 20 days of receipt of the notice and shall be accompanied by a nonrefundable fee as established by resolution adopted by the city council, as amended from time to time.

3. The user has the right to appeal the decision of the Roseville public utilities commission to the city council. The appeal shall be submitted to the city clerk within 20 days of the decision of the Roseville public utilities commission and shall be accompanied by a nonrefundable fee as established by resolution adopted by the city council, as amended from time to time.

F. The remedies and provisions of this section are cumulative, and are in addition to any other remedy or provision of law.

SECTION 48. Section 16.04.120 of Chapter 16.04 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.04.120 Fees.

Requests for permits under this chapter shall be subject to payment of fees by the permit applicant as established by resolution adopted by the city council, as amended from time to time.

SECTION 49. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 50. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 8261
File #: 0102-12

Title: Potential New Auxiliary Positions for City Council
Contact: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Meeting Date: 2/1/2017
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council consider the addition of auxiliary positions for City Council attendance and participation on a rotational basis, except for those positions which require a formal appointment. The following are the auxiliary positions that merit consideration:

- Greater Sacramento Area Economic Council (GSAC) - Appointment
- Roseville Area Chamber of Commerce Government Affairs Committee and Roseville Area Chamber of Commerce - Rotation
- Roseville Coalition of Neighborhood Association (RCONA) - Rotation
- Sacramento Metro Chamber - Rotation
- Sun City Roseville - Rotation
- Rocklin/Lincoln/Roseville 2x2x2 - Rotation

See Exhibit A for roles and responsibilities for the proposed auxiliary agencies.

BACKGROUND

At the January 18, 2017 City Council meeting, formal appointments were made to 26 auxiliary positions. The auxiliary positions recommended in this action were not listed for appointment at the January 18, 2017 City Council meeting because City Council must formalize and approve adding the additional rotating auxiliary positions to the appointment list.

Appointment to a number of auxiliary positions listed in this action will be non-voting positions and merely participatory.

The rotational appointments of councilmembers will allow auxiliary agencies to have Council representation present to engage in dialogue and provide information from the City's perspective. Regional and local cooperation and information sharing results in building partnerships.

If the addition of the proposed auxiliary positions are approved, staff will work with Mayor Rohan to formalize the roles and rotational appointment timelines.

FISCAL IMPACT

No direct fiscal impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not-applicable.

ENVIRONMENTAL REVIEW

The action to consider new auxiliary positions is not considered a "project" as defined by the California Environmental Quality Act (CEQA). (CEQA Guidelines Section 5378). Consequently, no CEQA action is required.

Respectfully Submitted,

Sonia Orozco, City Clerk

A handwritten signature in blue ink, appearing to read 'Rob Jensen', with a long horizontal stroke extending to the right.

Rob Jensen, City Manager

ATTACHMENTS:

Description

New Auxiliary Positions For City Council

Greater Sacramento Area Economic Council (GSAC)

Description: The Greater Sacramento Economic Council ("Greater Sacramento") is the catalyst for innovative growth strategies in the capitol region of California. The organization spearheads community-led direction to retain, attract, grow, and scale new businesses, develop advanced industries, and create jobs and investment throughout a six-county region

Overview of Recent Topics: Greater Sacramento and Bay Area Council launched California Jobs Matter Campaign, Greater Sacramento Council held first competitiveness forum, strategies to keep College graduates in the Sacramento area

What's on the Horizon: Business expansion and relocation support, tax structure and business incentives

Meeting dates: Monthly meeting/Mayor - staff as needed

Form 700 Filer: No

City staff member: Economic Development Director Chris Robles

Elizabeth Overbey GSAC Administrative Assistant eoverbey@selectsacramento.com

<https://www.selectsacramento.com/>

Roseville Area Chamber of Commerce Govt. Affairs Committee

Description: Monthly meeting of Chamber members interested in local, state and federal legislation that will effect the business community

Overview of Recent Topics: Review of legislation regarding business operations, retention and success

What's on the Horizon: Continued review of local, state and federal legislation

Meeting dates: Last Friday of each month at 7:30 a.m.

Form 700 Filer: No

City staff member: City Manager Rob Jensen wagerig@rosevilleareachamber.com

Chamber Contact: Wendy Gerig and Amy Triplett amy@rosevilleareachamber.com

Note: Rotational Appointment

Roseville Area Chamber of Commerce

Description: The Mission of the Roseville Area Chamber of Commerce is to provide value to business members; to promote and meet the needs of business and industry; to create the best community in which to live, work and do business

Overview of Recent Topics: Working to create a strong local economy, promoting the community, providing networking opportunities, representing business to government and engaging in political action

What's on the Horizon: Support to help develop and market business, resources to connect new business opportunities and education on important policy changes and political advocacy to champion business growth. Maintaining a close, collaborative relationship with

regional decision makers to ensure our members' voices are heard

Meeting dates: various dates Mayor and City Manager

Form 700 Filer: No

City staff member: City Manager Rob Jensen

wagerig@rosevilleareachamber.com

Chamber Contact: Wendy Gerig and Amy Triplett

amy@rosevilleareachamber.com

Note: Rotational Appointment

Roseville Coalition of Neighborhood Associations (RCONA)

Description: The Roseville Coalition of Neighborhood Associations (RCONA) is a not-for-profit, non-partisan umbrella organization comprised of representatives of Roseville's individual neighborhood associations

The mission of RCONA is: "To improve the social, physical, and economic health in the Roseville community by sharing information, facilitating training and education, providing resources, and encouraging communication and participation among neighbors, neighborhoods, government, business and other participants

Overview of Recent Topics: Public awareness on crime statistics and safety, neighborhood events, city-wide events such as Santa in the Park and Movies in the Park, communication methods to keep residents aware of projects and development

What's on the Horizon: Continuing city-wide events such as Santa in the Park and Movies in the Park, continue RCONA in the Community events and National Night Out

Meeting dates: Board meetings are held on the third Thursday of each month at 7:00 PM at the Martha Riley Community Library

Form 700 Filer: No

City staff member: Public Affairs and Communications Director Megan MacPherson and Government Analyst Sean Bigley

Jason Bosworth, Community Services Sergeant and Rob Baquera, Public Safety Outreach and Community Relations

RCONA Contact: Werner Kuehn ! http://www.roseville.ca.us/police/community_services/rcona.asp

<http://www.rcona.org/>

Sacramento Metro Chamber

Description: The Sacramento Metropolitan Chamber of Commerce has led the charge in advocating for and supporting Sacramento's regional business community and promoting policies and fostering programs to help the community grow and expand.

Representing nearly 1,700 members with 200,000 employees in El Dorado, Placer, Sacramento, Sutter, Yolo and Yuba counties, the Sacramento Metro Chamber is the region's leading proponent of regional cooperation and primary advocate on issues affecting business, economic development and quality of life

Overview of Recent Topics: Establishing organizations that continue to serve the region such as the Sacramento Convention and Visitor's

Bureau, Sacramento Tree Foundation, Northern California World Trade Center, and NextEd, bringing the Golden 1 Center to downtown, and playing a critical role in crafting the guiding economic blueprint for the region, the Next Economy plan

What's on the Horizon: Continue Capital Region Small Business workshops, continue networking workshops, continue free legal seminars, Prop 54 and result on small business, Prop 67 plastic bag ban and result to business

Meeting dates: 1st Tuesday of the month at 3:00 p.m.

Form 700 Filer: No

City staff member: City Manager Rob Jensen

GMaciел@metrochamber.org

Metro Chamber Contact: Sr. Executive Assistant Gail Maciel

<https://metrochamber.org/>

Sun City Board of Directors

Description: The Sun City Roseville Community Association is a non-profit, mutual California corporation. All property owners Sun City are automatically members. The Association's operation are guided by the By-laws and by adopted policies of the Board of Directors. Ten Committees of resident volunteers advise the Board in various ways. The Board's policies are carried out by the Executive Director and his/her staff.

Overview of Recent Topics: Completed multiple projects including: the Roof Covering for front entrance way to the lodge, allowing artificial turf in front yard as another choice in design options, Timbers parking lot repairs and resurfacing, the Timbers Restaurant/Lounge project, upgraded Timbers and Sierra Pines park Lot Pole lighting, improved the resident volunteering and board recruitment process

What's on the Horizon: Focus continues on Timbers expansion, new board members working on prioritizing various projects targeted for 2017/2018 and beyond, program to achieve greater energy efficiencies and reduced utility costs

Meeting dates: Monthly

Form 700 Filer: No

City staff member: TBD

suncityroseville.org

2x2x2 Rocklin, Lincoln, Roseville

Description: Meetings with neighboring cities (Mayor and City Manager) to discuss intergovernmental and interregional topics

Overview of Recent Topics: Although this group has not formally commenced meeting, the group would have a wide variety of topics to to cover such as transportation fixes, homelessness and affordable housing, marketing the region/economic development, and legislative impacts

What's on the Horizon: Topics as listed above

Meeting dates: To be determined

Form 700 Filer: No

City staff member: City Manager Rob Jensen



COUNCIL COMMUNICATION

CC #: 8259
File #: 0709-05

Title: Homeless Survey Results - Council Direction
Contact: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

Meeting Date: 2/1/2017
Item #: 7.2.

RECOMMENDATION TO COUNCIL

The following is a report out on the Sacramento Steps Forward (SSF) Homeless Assessment Survey (Attachment A) completed in August 2016 and the current activities underway to address homelessness in Roseville. The actions implemented by the City are based on a strong integrated approach in working with local nonprofits, service providers, the county and other agencies to meet the needs of Roseville's homeless population and to use data to inform and assess the effectiveness of these homeless activities.

BACKGROUND

The City of Roseville has a strong interest in furthering its understanding of the City's unsheltered homeless population to ensure the City is directing its efforts effectively to support and collaborate with the many local service providers in their mission to serve the homeless. The City's support and collaboration spans over a variety of nonprofits and programs including; emergency shelter, warm meals, groceries, and even basic medical needs.

To help facilitate this effort, the City contracted with Sacramento Steps Forward (SSF) in June 2016 to conduct a survey of the City's unsheltered homeless population and to develop a report that would provide the City with the following:

- A greater understanding of the needs of the unsheltered homeless population in Roseville;
- An understanding if the homeless resources, services and programs currently offered are effective at helping move the unsheltered homeless individuals and families out of homelessness;
- If resource/service gaps exist; and, how the data can inform policy for the development of an effective homeless strategy for South Placer County.

This effort is also designed to develop a deeper understanding of the City's homeless population and establish that understanding based on data. This "best practice" is recognized as a critical component necessary for the development of effective programs and services, as well as for assessing the effectiveness of those services in overcoming the cycle of homelessness and reducing a community's homeless population. This project reflects the City's initial effort in compiling this level of comprehensive information to aid in addressing homelessness in Roseville and it will continue to be a central component of the City's homeless effort in the years to come.

Several other factors are important to note with regard to the survey.

1. The survey is a sample set of the City's homeless population and does not reflect the total number of homeless in Roseville.

2. The information provided is "self-reported" by those who participated in the survey. The importance of this is the recognition that some information may be imprecise due to the lack of trust between the respondent and the individual collecting the information. It is understood that if a community has established and respected outreach workers, within the homeless community, the self-reported information becomes more dependable.

Survey Outreach

From August 8, 2016 to September 9, 2016, five homeless outreach workers, called "navigators", worked in close collaboration with staff from the City's police and housing departments and with local nonprofits, to survey just over 100 people experiencing homelessness in the City of Roseville. The effort provides a snapshot of homeless in Roseville and was focused on individuals living unsheltered and in emergency shelter over the four-week period.

Surveys were conducted at fixed locations and on the street by two teams consisting of a team leader and one to two members. Each team focused on specific areas within the city. The "fixed locations" team conducted surveys at four homeless programs in the Roseville area (Abundant Life, Gathering Inn, St. Vincent's, and The Salvation Army) on a regular schedule. Following a regular schedule ensured that everyone interested in participating in the survey was aware of and could access the team.

The "street engagements" team worked alongside Officer Jed O'Rourke of the Roseville Police Department. The navigators on this team worked with respondents on the streets and in parks and riverbeds. In the last week of the project, the two teams made a concentrated, combined effort to conduct interviews at Stand Up Placer.

The navigator teams conducted surveys and entered responses directly into the Homeless Management Information System (HMIS) and the web-based Clarity software program. When possible, the survey was conducted after a brief period of rapport-building, a practice known to improve the accuracy of any assessment. Informed consent to collect, share, and report the data was obtained from every participant. If an individual declined, no information about him or her was collected or reported. Twenty-seven individuals encountered by the navigator teams declined to participate in the VI-SPDAT and were unwilling to consent to data collection and sharing.

Those not included in this project include unsheltered individuals unwilling to participate, residents of transitional housing programs, individuals and families living doubled-up, frequently moving from place to place ("couch-surfing"), people living in motels all or part of the time; and/or homeless people in hospitals or jails.

The survey tool used for this project combined the Vulnerability Index- Service Prioritization Decision Assistance Tool (VI-SPDAT) and the US Department of Housing and Urban Development (HUD) "universal data elements" that are commonly collected by homeless programs throughout the country.

The VI-SPDAT is a widely used standard assessment designed to measure an individual's level of vulnerability and severity of service needs. This tool can be used to prioritize households for placement into a community's limited supply of permanent housing programs for the homeless and to help inform decisions about the type/intensity of housing needed. The combined VI-

SPDAT results and HUD universal data elements collected will be used to provide information about the characteristics and needs of the homeless population for the purpose of planning and priority-setting.

Survey Results

One hundred twenty-three people completed the survey. The vast majority of respondents (95%) were adults without children with them, a finding consistent with most cities' unsheltered homeless population. Of the surveyed people, 73 percent of the individuals were between the ages of 35 and 54; 65 percent were male; 9 percent were veterans; and 45 percent were chronically homeless (disabled and continuously homeless for a year or more having at least four episodes in three years).

Data was also collected related to a respondents' homelessness, including length of time homeless and where a person usually sleeps. In Roseville, 75 percent of respondents were homeless for a year or longer and 58 percent of respondents usually sleep in a place not meant for human habitation, such as the street, a park, or a vehicle.

Data on where the respondent lived prior to becoming homeless was also collected. A question was included in the survey to address community concerns about people experiencing homelessness migrating to an area due to service availability. For this survey, 48 percent of respondents reported being housed in Roseville prior to their homelessness. Another 33 percent of the respondents reporting having been housed in the region.

Population Service Needs - Indicators of Services Needed

The survey collected a variety of information related to the needs of Roseville's homeless population. Questions were asked about recent and lifetime use of or involvement with health care, foster care and criminal justice systems. The questions seek to assess common indicators of risk related to housing instability and can also begin to quantify the impact of homelessness on public resources.

In this study, key results included 56 percent of respondents making one or more visits to the emergency room in the past six months. Of the respondents, 59 percent reported having recent interaction with the police three or more times and 79 percent had spent time in jail at some point. Approximately 25 percent of respondents have been hospitalized in the last six months, have been to prison, and/or have been in foster care.

Additional data related to service needs includes disabling conditions, drug and alcohol problems, mental health issues, and victimization. Almost all respondents reported having a disabling condition when broadly defined, while 78 percent answered "yes" when asked if they ever had problematic substance use or abuse, or were told they did.

Mental health-related indicators were present for 37 percent to 57 percent of respondents, depending on the question, and 78 percent reported having experienced abuse or trauma for which they had not sought help and which had contributed to their homelessness. Nearly half of the respondents have been victims of violence since becoming homeless.

VI-SPDAT Housing Types

The VI-SPDAT assessment produces a score that can be used to both rank an individual's vulnerability and service need severity and suggest a particular housing program type based on these elements. While no tool can predict what level of functioning and stability a person can achieve once housed, the VI-SPDAT does recommend more intensive interventions for those with

the greatest vulnerability and most severe service needs.

Specifically, households with the highest VI-SPDAT scores are recommended for Permanent Supportive Housing, while those with mid-range scores are recommended for Rapid Rehousing and those with the lowest scores are recommended for affordable housing and mainstream resources. The various types of housing are defined as follows:

- Permanent Supportive Housing (PSH) is defined as those individuals or families who need permanent housing with ongoing access to services and case management to remain housed.
- Rapid Rehousing (RRH) is defined as individuals or families with moderate challenges, but who are likely able to achieve housing stability over a short period of time through a medium- or short-term rental subsidy and access to supportive services.
- Affordable Housing and Mainstream Resources are defined as individuals or families who do not require intensive supports but may need access to affordable housing or mainstream benefits (cash aid, food stamps, etc.), but not interventions unique to the homeless services system.

The VI-SPDAT score should be used in conjunction with case conferencing, and, particularly in the case of PSH, chronic homeless status and length of time homeless when recommending or referring to a particular housing type. The score can serve as a starting point for understanding the appropriate intervention a household needs. In this survey, 67 percent of respondents fell into the highest need category (PSH).

Inventory of Homeless Programs

The HUD Continuum of Care (CoC) Program permanent housing resources, specifically for PSH and RRH, for the Roseville, Rocklin/ Placer Nevada County CoC includes 174 permanent housing beds for households without children and 96 beds for households with children. In addition, there are 51 and 140 transitional housing beds for these household types respectively. CoC Program permanent housing is delivered by nine PSH projects and one RRH project.

The resources are spread across several cities and two counties. The 2015 Point-in-Time homeless count found 555 households without children and 147 households with children unsheltered and in emergency shelters in the entire CoC.

Looking at an inventory of programs that serve the homeless in South Placer County the majority of resources appear to be focused on emergency food and shelter, networking and coordination, and homelessness prevention and diversion services. Ensuring strong connections between emergency shelter and other crisis services and these prevention and diversion resources can maximize the impact of these services. Ensuring access to Housing Choice Vouchers for homeless households and Veterans Affairs Supportive Housing vouchers for homeless veterans can also maximize this resource's impact on reducing homelessness

Needed Services

Based on the survey results, the survey found that Roseville's homeless population is not unlike most other communities. Frequent use of emergency departments (ED) suggests an unmet need for primary health care services, both for prevention of health crises that bring people to the ED, as well as more accessible alternatives to the ED for these services.

The high incidence of disabilities further demonstrates this population's need for health care. The survey also demonstrates the need exists for alcohol and drug abuse treatment services as well as mental health care. Roseville's investments in PSH and RRH should fund programs that incorporate strategies or elements that respond to these particular service needs.

Current City Homeless Activities

In the latter part of 2015, City staff began developing a more inclusive approach to meeting the needs of the City's homeless population. The first action taken was to develop a Homeless Team consisting of staff from various City departments including Economic Development, City Attorney's office, Police, Housing, Public Affairs and Communication and Parks and Recreation. This new framework is designed to ensure the proper expertise and resources are available and engaged to assist the process of reducing and overcoming the cycle of homelessness. The Homeless Team also ensures there is a strong, coordinated effort to work with the City's local and regional partners on homelessness.

The homeless survey is part of the City's strategy to address homelessness and begins to provide data on the needs of those currently experiencing homelessness. As noted in the Homeless Survey report, the area of greatest needs relate to Permanent Supportive Housing, Rapid Rehousing and services for health care, alcohol and drug abuse treatment services as well as mental health care.

The following are actions currently underway to address homelessness in Roseville and to meet the needs identified by the survey:

- **Monthly Meetings with Roseville Staff and Homeless Service Providers** - Since Fall 2016, the City of Roseville's Housing Division and Police Department's Social Services Unit started meeting monthly with Roseville homeless service providers to further augment internal coordination meetings that also occur with representatives from across city departments, including Economic Development, Communications, Police, City Attorney's Office and Parks. The purpose of the monthly meet-up with service providers is to promote further collaboration among local service providers, to learn more about the services and requirements of each, to strategize on approaches to local needs and challenges, and to discuss available funding and its associated monitoring requirements. Each participating organization provides valuable overnight/housing and support services to the residents of Roseville who are homeless.
- **Main Street Plaza Apartments Affordable Housing Project** - The City is partnering with Meta Housing Corporation in the development of the affordable housing site at 304 Washington Boulevard in conjunction with the neighboring Roseville Hotel property at 134 Main Street. Meta has purchased the neighboring Main Street parcel and plans to demolish the partially-condemned building and redevelop the site with the adjacent parcel into an affordable housing project of up to 80 affordable rental units that will include a portion of units set-aside for permanent supportive housing units and extremely low income units that include on-site services to assist individuals who are homeless or at-risk of homelessness.
- **Homeless Prevention and Rapid Rehousing Funding** - The City is currently reviewing applications for a new funding source that combines successor redevelopment housing funds and Sutter Health Grant funds to offer \$433,186 in local grants that address homeless prevention, rapid rehousing, and homeless service needs. This funding program is promoting joint applications, working to increase collaboration and efficiency across programs. This new program is aimed at assisting individuals and families at immediate risk or recently experiencing homelessness, as well the provision of locally-needed services to assist chronically homeless individuals and families.
- **Roseville Police Department: Social Services Unit** – The Social Services Unit strives to provide resources and connections to services for those who have come in contact with the police

department for various reasons. The Social Services Unit consists of a Problem Oriented Policing (P.O.P.) officer, Youth Service officers and various Mental Health officers who are assigned to patrol.

In the area of homelessness, The Social Services Unit engages various community based organizations as well as city and county departments to establish a comprehensive social services plan for those experiencing homelessness. The goal of the unit is to bring various stakeholders to the table in an effort to provide resources and support with long term stability for individuals. The P.O.P officer works consistently with those experiencing homelessness or are at risk of homelessness. Additionally, the unit has an embedded Placer County Probation officer and also support of a county mental health practitioner who both work exclusively with a caseload that consists of homeless individuals currently on probation.

Social Work interns who are earning their degrees from CSUS also provide direct resourcing and support to homeless individuals and families. We have created a resource location at the main library as well as providing services on site to individuals at the Gathering Inn.

The Social Services Unit is essential with the many changes in the criminal justice system such as Prop 47, Prop 57 and AB 109 that directly impact communities. These changes in legislation have created an additional need to provide referrals and resources as well engaging in a collaborative model that reduces recidivism and supports those in need in their efforts to be successful within our community.

FISCAL IMPACT

The cost for the professional services is \$36,814.00 and the expenditure is included in the FY2016-17 budget of the Housing Successor's Low and Moderate Income Housing Asset Fund.

The staff cost for providing services to the City's homeless is shared by many departments city-wide and is included in the City's General Fund for fiscal year 2016-17. In addition to the staffing costs that do not have a specific accounting for homeless services the City also funds services for homeless and housing through many of its giving programs. For 2017 it is estimated that the city will contribute or pass through in excess of \$1,100,000 to housing providers and non-profits providing services to the homeless or those at risk of becoming homeless.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §1 5061 (b) (3). Stating policy priorities does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Mark Wolinski, Government Relations Administrator

Chris Robles, Economic Development Director

A handwritten signature in blue ink, appearing to be 'Rob Jensen', with a long horizontal stroke extending to the right.

Rob Jensen, City Manager

ATTACHMENTS:

Description

Roseville Homeless Assessment

City of Roseville, California Homelessness Assessment Project

Prepared by: Sacramento Steps Forward



**SACRAMENTO
STEPS FORWARD**

Ending Homelessness. Starting Fresh.

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Background

The City of Roseville contracted with the nonprofit Sacramento Steps Forward (SSF) to survey people experiencing homelessness within the city to provide a snapshot of this population. Upon completion of the project, SSF has been able to provide Roseville with an enumeration of the number of homeless persons encountered during the project throughout the city, as well as an understanding of their demographic characteristics and their service and housing needs. All data within this report is self-reported in the surveys conducted.

From August 8, 2016 to September 9, 2016, five homeless outreach workers, called navigators, surveyed just over 100 people experiencing homelessness in the City of Roseville. This project provides a snapshot of homeless in Roseville, focused on individuals living unsheltered (N= 100) and, to a lesser extent, in emergency shelter (N= 23) over a four-week period. Households not included in this project include unsheltered individuals unwilling to participate, residents of transitional housing programs, individuals and families living doubled-up, frequently moving from place to place (“couch-surfing”), people living in motels all or part of the time; and/or homeless people in hospitals or jails. The survey tool utilized combines the Vulnerability Index- Service Prioritization Decision Assistance Tool (VI-SPDAT) (Appendix A) and US Department of Housing and Urban Development (HUD) “universal data elements” (Appendix B) commonly collected by homeless programs throughout the country. The VI-SPDAT is a widely used standard assessment designed to measure an individual’s level of vulnerability and severity of service needs. This tool can be used to prioritize households for placement into a community’s limited supply of permanent housing programs for the homeless and to help inform decisions about the type/intensity of housing needed. For this project, the combined VI-SPDAT results and HUD universal data elements collected are being used to provide information about the characteristics and needs of the population for the purpose of planning and priority-setting.

Surveys were conducted over a five-week period (August 8 – September 9, 2016) at fixed locations and on the street by five full-time homeless outreach workers, called navigators. Two teams were formed, consisting of a team leader and one to two members. The fixed locations team conducted

surveys at four homeless programs in the Roseville area (Abundant Life, Gathering Inn, St. Vincent's, and The Salvation Army) on a regular schedule, engaging with unsheltered individuals that do not remain in encampments or other nighttime locations during the day, a common situation in the Roseville community. Following a regular schedule ensured that everyone interested in participating in the survey was aware of and could access the team. The street engagements team worked alongside Officer O'Rourke of the Roseville Police Department. The navigators on this team worked with respondents on the streets and in parks and riverbeds. In the last week of the project, the two teams made a concentrated, combined effort at Stand Up Placer.

The navigator teams conducted surveys using tablets, entering responses directly into SSF's Homeless Management Information System (HMIS) and the web-based Clarity software program. When possible, the survey was conducted after a brief period of rapport-building, a practice known to improve the accuracy of any assessment. The survey took between 20 and 60 minutes, depending upon the level of detail the respondent shared in his or her answers. Informed consent to collect, share, and report the data was obtained from every participant. If an individual declined, no information about him or her was collected or reported. Those who initially declined are welcome to participate later if desired.

Twenty-seven individuals encountered by the navigator teams declined to participate in the VI-SPDAT and were unwilling consent to data collection and sharing. The majority of individuals that did not participate were encountered in the first week of the project; this result may be attributable to improvements in individual navigator engagement techniques and/or establishment of a good reputation for the project within the homeless community over time.

PART 1: Population Profile

Survey Results

One hundred twenty-three people completed the survey. The vast majority of respondents (95%) were adults without children with them, a finding consistent with most cities' unsheltered homeless population; homeless households with children are more likely to be living doubled-up. Seventy-three

percent of individuals were between the ages of 35 and 54; 65% were male; 9% were veterans; and 45% were chronically homeless (disabled and continuously homeless for a year or more having at least four episodes in three years).

Demographic Characteristics

Figure 1. Household Type

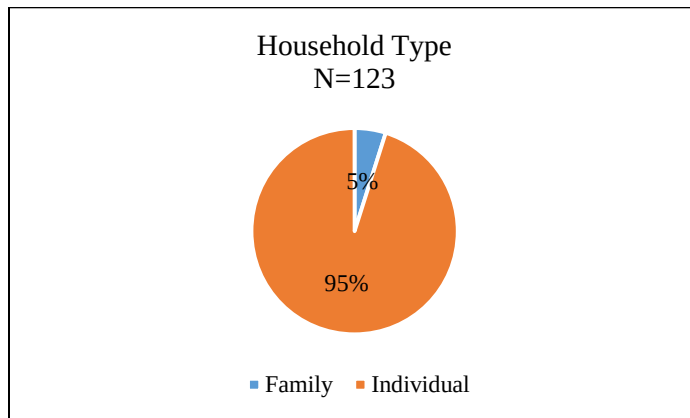


Table 1. Age Distribution

Age Range	N	%
18-24	13	57%
25-34	20	16%
35-44	30	24%
45-54	40	33%
55-61	16	13%
62+	7	6%

Figure 2. Gender

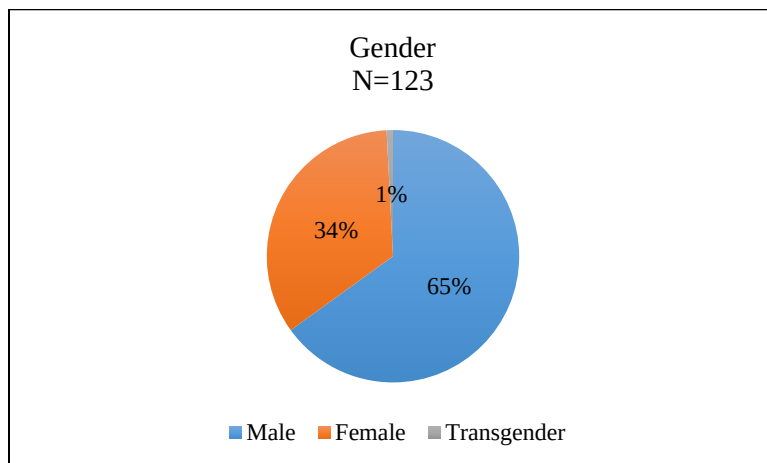


Table 2. Veteran and Chronic Homeless Status

	Chronic Homeless	Non-Chronic Homeless	Total
Veteran	7	4	11
Non-Veteran	48	64	112
Total	55	68	123

Homeless History

Several data points were collected related to respondents' homelessness, including length of time homeless and where a person usually sleeps. Seventy percent of respondents were homeless for a year or longer. Fifty-eight percent of respondents usually sleep in a place not meant for human habitation, such as the street, a park, or a vehicle. Data on where the respondent lived prior to becoming homeless was also collected, a question which was added to the survey to address community concerns about people experiencing homelessness migrating to an area due to service availability. For this survey, 48% of respondents reported being housed in Roseville prior to their homelessness, with another 33% reporting having been housed in the region.

Table 3. Length of Time Homeless

Length of Time Homeless	N	%
1 – 6 months	24	20%
over 6 months up to 12 months	14	11%
over 1 year up to 2 years	29	24%
over 2 years	56	46%

Figure 3. Most Frequently Used Locations for Sleep

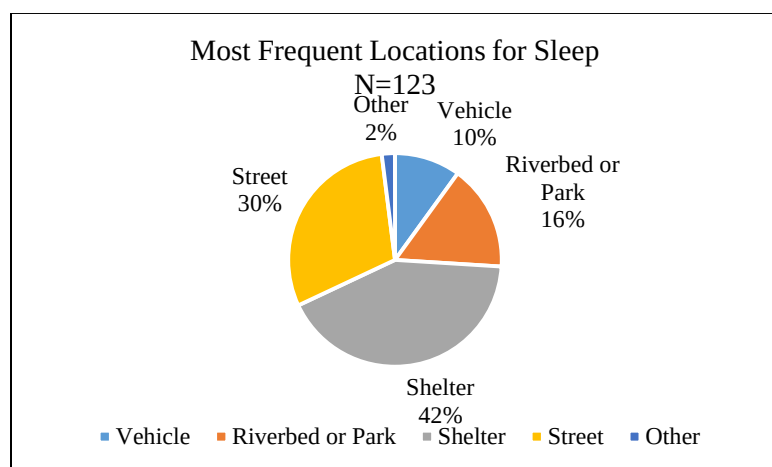
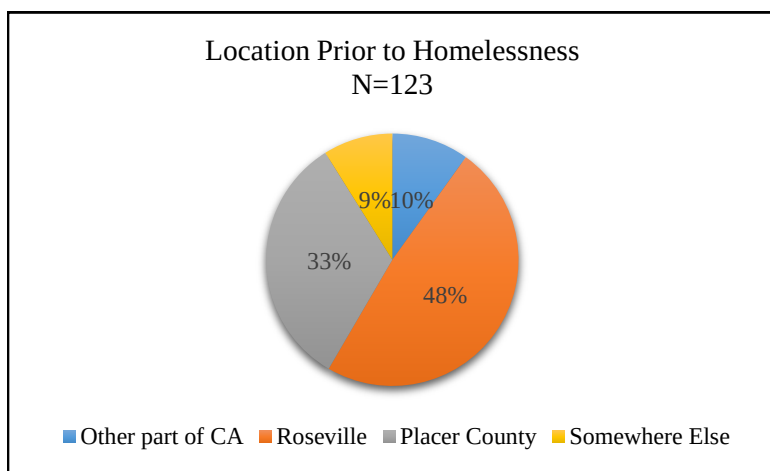


Figure 4. Location Prior to Homelessness



PART 2: Population Service Needs

Indicators of Services Needed

The survey collected a variety of information related to the needs of respondents. Questions about recent and lifetime utilization of or involvement with health care, foster care and criminal justice systems seek to assess common indicators of risk related to housing instability and can also begin to quantify the impact of homelessness on public resources. In this study, key results include 56% of respondents making one or more visits to the emergency room in the past six months and 59% of respondents having recent interaction with the police three or more times and 79% having spent time in jail at some point. Approximately 25% of respondents have been hospitalized in the last six months, have been to prison, and/or have been in foster care.

Table 4. Recent Systems Utilization

Risks Reported	0 times	1-2 times	3-4 times	More than 4 times
Emergency department/room visits in past 6 months	44%	37%	10%	9%
Hospitalization, including mental health hospitalization, in past 6 months	69%	28%	2%	2%
Interaction with police in past 6 months	12%	29%	13%	46%

Table 5. Lifetime Systems Involvement

Systems Involvement	Responded “Yes”
Have you ever been in jail?	79%
Have you ever been in prison?	23%
Have you ever been in foster care?	23%

Additional data related to service needs includes disabling conditions, drug and alcohol problems, mental health issues, and victimization. Almost all respondents reported having a disabling condition when broadly defined. Seventy-eight percent answered “yes” when asked if they ever had problematic substance use or abuse, or were told they did. Mental health-related indicators were present for 37% to 57% of respondents, depending on the question and 78% reported having experienced abuse or trauma for which they had not sought help that had contributed to their homelessness. Nearly half of respondents have been victims of violence since becoming homeless. These questions are independent of one another.

Table 6. Indicators of Service Needs

Indicator of Service Need	Responded “Yes”
Disabling condition, broadly defined	94%
Learning or developmental disability	42%
Permanent physical disability	28%
Drug or alcohol problem	78%
Involuntary hospitalization for mental health reason	37%
Emergency department/room visit for mental health	57%
Spoken with mental health professional in last six months	53%
Untreated abuse or trauma	78%
Attacked or beaten since becoming homeless	47%

VI-SPDAT Housing Types

The VI-SPDAT assessment produces a score that can be used to both rank an individual’s vulnerability and service need severity and suggest a particular housing program type based on these elements. While no tool can predict what level of functioning and stability a person can achieve once housed, the VI-SPDAT does recommend more intensive interventions for those with the greatest vulnerability and most severe service needs. Specifically, households with the highest VI-SPDAT scores are recommended for Permanent Supportive Housing, while those with mid-range scores are

recommended for Rapid Rehousing and those with the lowest scores are recommended for affordable housing and mainstream resources:

Permanent Supportive Housing (PSH)- Individuals or families who need permanent housing with ongoing access to services and case management to remain housed.

Rapid Rehousing (RRH)- Individuals or families with moderate challenges, but who are likely able to achieve housing stability over a short period of time through a medium- or short-term rental subsidy and access to supportive services.

Affordable Housing and Mainstream Resources- Individuals or families who do not require intensive supports but may need access to affordable housing or mainstream benefits (cash aid, food stamps, etc.), but not interventions unique to the homeless services system.

While the VI-SPDAT score should not be used exclusively when recommending or referring to a particular housing type, a process that must also be informed by case conferencing, and, particularly in the case of PSH, chronic homeless status and length of time homeless, the score can serve as a starting point for understanding the appropriate intervention a household needs. In this survey, 67% of respondents fell into the highest need category (PSH).

Table 7. VI-SPDAT Housing Type

Housing Type	Level of Need	N	%
PSH	High	82	67%
RRH	Medium	34	28%
Affordable/Mainstream	Low	7	6%

In considering VI-SPDAT scores, it is also important to keep in mind that the tool does not assess barriers to housing such as eviction history or criminal background, which do not always coincide with vulnerability, nor does it integrate a community's supply of PSH, RRH, or any other housing options for people experiencing homelessness.

PART 3: Service Gaps

Inventory of Homeless Programs

The HUD Continuum of Care (CoC) Program permanent housing resources, specifically PSH and RRH, for the Roseville, Rocklin/ Placer Nevada County CoC, as reported in the 2015 CoC Dashboard (Appendix C), include 174 permanent housing beds for households without children and 96 beds for households with children. In addition, there are 51 and 140 transitional housing beds for these household types respectively. CoC Program permanent housing is delivered by nine PSH projects and one RRH project. While these resources could make an impact for the 123 homeless households in Roseville surveyed in this project, they are spread across several cities and two counties; the 2015 Point-in-Time homeless count found 555 households without children and 147 households with children unsheltered and in emergency shelters in the entire CoC.

Looking closer to home at an inventory of programs that serve the homeless in South Placer County (Appendix D), the majority of resources appear to be focused on emergency food and shelter, networking and coordination, and homelessness prevention and diversion services. Ensuring strong connections between emergency shelter and other crisis services and these prevention and diversion resources can maximize the impact of these services. Ensuring access to Housing Choice Vouchers for homeless households can also maximize this resource's impact on reducing homelessness.

Needed Program Types

While some resources exist to address homelessness in Roseville, it seems clear that additional permanent housing options for people experiencing homelessness are needed. Permanent Supportive Housing is an intensive resource of unlimited duration that should be prioritized for those individuals with the most severe service needs. Rapid Rehousing is much shorter term intervention intended for individuals with fewer barriers. Individuals with the fewest challenges may be diverted from the homeless CoC entirely, through referrals and connections to mainstream resources. Based on the survey, the VI-SPDAT Housing Types (Table 7) needed are PSH and RRH, with 82 people falling into the

highest need category and an additional 34 in the medium need category. Seven individuals fell into the referral to mainstream resources category.

The limitations of the VI-SPDAT's predictive capabilities has already been discussed. In addition to the limitations of the tool, it is not uncommon for communities using the VI-SPDAT to prioritize PSH and RRH placements to find that the prescribed demand for PSH far exceeds capacity. However, it should be noted that at least some individuals assessed as needing PSH will be successful in a less intense intervention like RRH. Additionally, RRH can be used as a "bridge" to PSH on an ad hoc or more formal basis, placing willing participants into a relatively light touch RRH program and increasing the level of support if needed. Use of a progressive engagement model like this is a good strategy for preserving PSH for only those who definitely need it and for serving the greatest number of households with RRH. This model does require a flexible provider or network of providers.

Needed Services

Based on the survey results, the Roseville homeless population is not unlike most other communities. Frequent use of emergency departments (ED) suggests an unmet need for primary health care services, both for prevention of health crises that bring people to the ED, as well as more accessible alternatives to the ED for these services. The high incidence of disabilities further demonstrates that this population's need for health care. The survey also demonstrates the need for alcohol and drug abuse treatment services as well as mental health care. Roseville's investments in PSH and RRH should fund programs that incorporate strategies or elements that respond to these particular service needs.

PART 4: Summary & Conclusions

This report presents findings from a four-week outreach effort to survey people experiencing homelessness in Roseville, providing a snapshot of this population that includes demographics, subpopulation characteristics, homeless history, and service needs. Existing resources in the Roseville, Rocklin/ Nevada and Placer County CoC and South Placer County are reviewed and permanent housing programs and models for serving homeless households are discussed.

Sacramento Steps Forward and the Sacramento CoC, in alignment with HUD, are committed to prioritizing permanent housing solutions over emergency responses. While it can be difficult to say no to investments in services like emergency shelter, the solution to homelessness is housing. By investing homeless program resources in a system of Rapid Rehousing and Permanent Supportive Housing, Roseville can create a continuum responsive to the needs of its residents experiencing homelessness.

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A Test



Sacramento Steps Forward


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SACRAMENTO - VI-SPDAT PRESCREEN FOR SINGLE ADULTS



Assessment Date

09/08/2016



Agency Conducting VI-SPDAT Assessment

Select

Current location

Select

Primary Language Spoken by Client

Select

of Additional Adults in Household (Must Conduct Separate VI-SPDAT)

A. History of Housing & Homelessness

What is client's current Housing Status?

Select

Main Reason for Homelessness

Select

Where did the client sleep last night? (Residence Prior to Program Entry)

Select

Is Client Entering From the Streets or Emergency Shelter
 This will include clients who may be entering from an institutional stay of 90 days or less, but resided on the streets or in a shelter prior to entering that institution

Select

What is the TOTAL length of time you have lived on the streets or in shelters in your life?

Select

Have you been Continually Homeless for at Least One Year? (During Current Episode, Please include the time lived in shelters, Place not meant for Human Habitation)

Select

In the past Three Years, how many times have you been housed and then homeless again?

Select

Important: Please read all questions as is to the client. The order of the VI-SPDAT cannot change. As a self-reported tool, the

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Home Programs Supportive Services Assessments

Assessments

Search

some questions are personal in nature.

You also cannot complete the VI-SPDAT solely through observation or using known information within your organization.

B. Risks

In the past six months, how many times have you been to the emergency department/room?

Select ▼

In the past six months, how many times have you had an interaction with the police?

Select ▼

In the past six months, how many times have you been taken to the hospital in an ambulance?

Select ▼

In the past six months, how many times have you used a crisis service, including distress centers or suicide prevention hotlines?

Select ▼

In the past six months, how many times have you been hospitalized as an in-patient, including hospitalizations in a mental health hospital?

Select ▼

Have you been attacked or beaten up since becoming homeless?

Select ▼

Threatened to or tried to harm yourself or anyone else in the last year?

Select ▼

Do you have any legal stuff going on right now that may result in you being locked up or having to pay fines?

Select ▼

Does anybody force or trick you to do things that you do not want to do?

Select ▼

Ever do things that may be considered to be risky like exchange sex for money, run drugs for someone, have unprotected sex with someone you don't really know, share a needle, or anything like that?

Select ▼

I am going to read types of places people sleep. Please tell me which one that you sleep at most often.

Select ▼

A Test



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[Search](#) [Caseload](#)

Do you have any money coming in on a regular basis, like a job or government benefit or even working under the table, binning or bottle collecting, sex work, odd jobs, day labor, or anything like that?

Do you have enough money to meet all of your expenses on a monthly basis?

Do you have planned activities each day other than just surviving that bring you happiness and fulfillment?

Do you have any friends, family or other people in your life out of convenience or necessity, but you do not like their company?

Do any friends, family or other people in your life ever take your money, borrow cigarettes, use your drugs, drink your alcohol, or get you to do things you really don't want to do?

OBSERVATION ONLY:

Surveyor, do you detect signs of poor hygiene or daily living skills?

D. Wellness

Where do you usually go for healthcare or when you're not feeling well?

Do you have now, have you ever had, or has a healthcare provider ever told you that you have any of the following medical conditions:

Kidney disease/End Stage Renal Disease or Dialysis

History of frostbite, Hypothermia, or Immersion Foot

Liver disease, Cirrhosis, or End-Stage Liver Disease

HIV+ /AIDS

History of Heat Stroke/Heat Exhaustion

Heart disease, Arrhythmia, or Irregular Heartbeat

Emphysema

A Test



Sacramento Steps Forward



Home Programs Story Notes Files Information Services Assessments

Select Page

Hepatitis C

Select

Tuberculosis

Select

OBSERVATION ONLY:

Surveyor, do you observe signs or symptoms of a serious health condition?

Select

Have you ever had a problematic drug or alcohol use, abused drugs or alcohol, or told you do?

Select

Have you consumed alcohol and/or drugs almost every day or every day for the past month?

Select

Have you ever used injection drugs or shots in the last six months?

Select

Have you ever been treated for drug or alcohol problems and returned to drinking or using drugs?

Select

Have you used non-beverage alcohol like cough syrup, mouthwash, rubbing alcohol, cooking wine, or anything like that in the past six months?

Select

Have you blacked out because of your alcohol or drug use in the past month?

Select

OBSERVATION ONLY:

Surveyor, do you observe signs or symptoms of problematic alcohol or drug abuse?

Select

Ever been taken to a hospital against your will for a mental health reason?

Select

Gone to the emergency room because you weren't feeling 100% well emotionally or because of your nerves?

Select

Spoken with a psychiatrist, psychologist or other mental health professional in the last six months because of your mental health - whether that was voluntary or because someone insisted that you do so?

Select

Has a serious brain injury or head trauma?

Select

Ever been told you have a learning disability or

Select

A Test



Sacramento Steps Forward


[Profile](#) [Programs](#) [History](#) [Notes](#) [Files](#) [Location](#) [Services](#) **Assessments**
[Search](#)[Caseload](#)**OBSERVATION ONLY:**

Surveyor, do you detect signs or symptoms of severe, persistent mental illness or severely compromised cognitive functioning?

Have you had any medicines prescribed to you by a doctor that you do not take, sell, had stolen, misplaced, or where the prescriptions were never filled?

Have you experienced any emotional, physical, psychological, sexual or other type of abuse or trauma in your life which you have not sought help for, and/or which has caused your homelessness?

Finally, i'd like to ask you some questions to help us better understand homelessness and improve housing and support services.

Veteran Status

What is your citizenship status?

Where did you live prior to becoming homeless?

Have you ever been in foster care?

Have you ever been in jail?

Have you ever been in prison?

Do you have a permanent physical disability that limits your mobility? [i.e., wheelchair, amputation, unable to climb stairs]?

Disabling Condition: Do you have a physical, mental, or emotional impairment (including an impairment caused by alcohol, drug abuse, PTSD, or brain injury), a developmental disability, HIV or AIDS and is it expected to be long-continuing...

...OR of an indefinite duration AND substantially impedes your ability to live independently where it could be improved by the provision of more suitable housing conditions? (This will be "Yes" if client is receiving SSI/SSDI)

A Test



Sacramento Steps Forward



Assessments

MEDICARE



VA Medical



Private Insurance



No Health Insurance



Other



Monthly Income

Client has Cash Income

Select

VA Non-Service Connected
Disability Pension

Employed

Select



On a regular day, where is it
easiest to find you and what
time of day is easiest to do
so?

I'd like to take your picture.
May I do so?



Are you Registered as Sex
Offender?

Select



Does client have pet?

Select



**REMINDER: ALL CLIENTS MUST BE REFERRED TO THE
COMMUNITY QUEUE!**

Private


 or

HUD Universal Data Elements & Additional Data collected w/VI-SPDAT

CLIENT CURRENT NAME [All Clients]

																	N/A	
Last																		
First																		
Middle																		☐
Suffix																		☐
Alias																		☐

QUALITY OF CURRENT NAME [All Clients]

☐	Full name reported	☐	Client doesn't know
☐	Partial, street name, or code name reported	☐	Client refused

SOCIAL SECURITY NUMBER [All Clients]

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

QUALITY OF SOCIAL SECURITY

☐	Full SSN reported	☐	Client doesn't know
☐	Approximate or partial SSN reported	☐	Client refused

DATE OF BIRTH [All Clients]

		-				-				
Month			Day			Year				

QUALITY OF DATE OF BIRTH

☐	Full DOB reported	☐	Client doesn't know
☐	Approximate or partial DOB reported	☐	Client refused

GENDER [All Clients]

☐	Female	☐	Other
☐	Male	☐	Client doesn't know
☐	Transgender male to female	☐	Client refused
☐	Transgender female to male	If "Other" Specify:	

RACE (select all that apply) [All Clients]

☐	White	☐	Black/African American and White
☐	Black or African American	☐	White and American Indian/Alaskan Native
☐	Asian	☐	White and Asian
☐	American Indian or Alaskan Native	☐	White and Black/African American and Asian
☐	Native Hawaiian or Other Pacific Islander	☐	White and Black/African American and American Indian
☐	Black/African American and American Indian/Alaskan Native	☐	Client doesn't know

☐	Black/African American and Asian	☐	Client refused
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ETHNICITY *[All Clients]*

☐	Non-Hispanic Non-Latino	☐	Client doesn't know
☐	Hispanic/Latino	☐	Client refused

ZIP CODE OF LAST PERMANENT ADDRESS *[All Clients]* _____
QUALITY OF Zip Code

☐	Full ZIP reported	☐	Client doesn't know
☐	Approximate or partial ZIP reported	☐	Client refused

LANGUAGE (Primary Language Spoken) _____
ARE YOU A U.S. CITIZEN *[Head of Households and Adults]*

☐	No	☐	Client doesn't know
☐	Yes	☐	Client refused

VETERAN STATUS *[All Adults]* *Data collection Instructions: Asking additional questions may result in more accurate information as some clients may not be aware that they are considered veterans. Examples include: “**Have you ever been on active duty in the United States military?**” This does not include inactive military reserves or the National Guard unless the person was called up to active duty.*

VETERAN STATUS *[All Adults]*

☐	No	☐	Client doesn't know
☐	Yes	☐	Client refused

IF YES TO VETERAN STATUS (Please complete all Veteran related questions listed below)

Year entered military service (year)			
Year separated from military service (year)			
Theater of Operations: World War II (1939 – 1945)			
☐	No	☐	Client doesn't know
☐	Yes	☐	Client refused
Theater of Operations: Korean War (1950 – 1953)			
☐	No	☐	Client doesn't know
☐	Yes	☐	Client refused
Theater of Operations: Vietnam War (1961 – 1973)			
☐	No	☐	Client doesn't know
☐	Yes	☐	Client refused

Theater of Operations: Persian Gulf War (Desert Storm) (1990 – 1991)			
☐	No	☐	Client doesn't know
☐	Yes	☐	Client refused
Theater of Operations: Afghanistan (Operation Enduring Freedom) (2001 – Present)			
☐	No	☐	Client doesn't know
☐	Yes	☐	Client refused
Theater of Operations: Iraq (Operation Iraqi Freedom) (2003 - 2010)			
☐	No	☐	Client doesn't know
☐	Yes	☐	Client refused
Theater of Operations: Iraq (Operation New Dawn) (2010 - 2011)			
☐	No	☐	Client doesn't know
☐	Yes	☐	Client refused
Theater of Operations: Other peace-keeping operations or military interventions (i.e. Lebanon (82-85), Panama (89-90), Somalia (92-94), Bosnia (92-96), Kosovo ('99))			
☐	No	☐	Client doesn't know
☐	Yes	☐	Client refused
Branch of the Military			
☐	Army	☐	Coast Guard
☐	Air Force	☐	Client doesn't know
☐	Navy	☐	Client refused
☐	Marines		
Discharge Status			
☐	Honorable	☐	Dishonorable
☐	General under honorable conditions	☐	Uncharacterized
☐	Other than honorable conditions (OTH)	☐	Client doesn't know
☐	Bad Conduct	☐	Client refused

HOUSING STATUS AT ENTRY [ALL Clients]

Please review the description of all categories in **HMIS Data Standards Manual** before responding.

☐	Homeless	☐	Fleeing domestic violence	☐	Client doesn't know
☐	At imminent risk of losing housing	☐	At-risk of homelessness	☐	Client refused
☐	Homeless only under other federal statutes	☐	Stably housed		

REASON FOR HOMELESSNESS [Adults] Mark only one

☐ Not Homeless	☐ Eviction for Non-Payment	☐ Loss of Job
☐ Credit Problems	☐ Financial	☐ Medical Problems, Non-Mental
☐ Domestic Violence	☐ Fire/Condemnation	☐ Mental Health Problems
☐ Drug or Alcohol Problems	☐ Gambling	☐ New to Area (No Deposit Money)
☐ Eviction due to Foreclosure (Owner Occupied)	☐ Incarceration	☐ New to Area (No Social Supports)
☐ Eviction due to Foreclosure (Rental)	☐ Kicked out by Family/Friends	☐ Previous Evictions/Unpaid Utilities
☐ Eviction for Non-Financial Reasons	☐ Left State Foster Care	☐ Unable to Find Work
	☐ Loss of Public Assistance/Aid	☐ Other

RESIDENCE PRIOR TO PROJECT ENTRY (Place Client Slept Last Night)*[Head of Households and Adults]*

☐	Place not meant for habitation (e.g. vehicle, abandoned building, bus/train/subway station, airport or anywhere outside)	☐	Permanent housing for formerly homeless persons (ex. CoC project, HUD legacy, HOPWA PH)
☐	Emergency shelter, including hotel or motel paid for with emergency shelter voucher	☐	Rental by client, with GPD TIP subsidy
☐	Hospital or other residential non-psychiatric medical facility	☐	Rental by client, with other ongoing Housing subsidy
☐	Psychiatric hospital or other psychiatric facility	☐	Rental by client, with VASH subsidy
☐	Substance abuse treatment facility or detox center	☐	Rental by client, no ongoing housing subsidy
☐	Long-term care facility or nursing home	☐	Hotel or motel paid for without emergency shelter voucher
☐	Jail, prison or juvenile detention facility	☐	Staying or living in a family member's Room, apartment or house
☐	Foster care home or group home	☐	Staying or living in a friend's room, apartment or house
☐	Transitional housing for homeless persons (including homeless youth)	☐	Owned by client, with ongoing housing subsidy
☐	Residential project or halfway house With no homeless criteria	☐	Owned by client, no ongoing housing subsidy
☐	Other (Specify "Other") 	☐	Client doesn't know
		☐	Client refused

LENGTH OF STAY IN PREVIOUS PLACE

☐	One day or less	☐	One to three months	☐	Client doesn't know
☐	Two days to one week	☐	More than three months, but less than one year	☐	Client refused
☐	More than one week, but less than one month	☐	One year or longer	☐	

LENGTH OF TIME ON THE STREETS OR IN AN EMERGENCY SHELTER*[Head of Households and Adults]*

IS CLIENT ENTERING FROM THE STREETS OR EMERGENCY SHELTER:			
☐	No	☐	Client doesn't know
☐	Yes	☐	Client refused
IF "YES" TO ENTERING FROM STREETS OR EMERGENCY SHELTER -			
Approximate Date This Episode Started (month/day/year)			

CONTINUOUSLY HOMELESS FOR AT LEAST ONE YEAR:

Client has been homeless and living or residing in a place not fit for human habitation, an emergency shelter. Stays in institutions of 90 days or less do not constitute a break in homelessness, provided the client was homeless prior to entering the institution. (Institution is defined as an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility).

☐	No	☐	Client doesn't know
☐	Yes	☐	Client refused

NUMBER OF TIMES ON THE STREETS OR IN AN EMERGENCY SHELTER IN THE PAST THREE YEARS (EPISODES)

☐	Never In The 3 Years	☐	4 Or More Times
☐	1 Time	☐	Client doesn't know
☐	2 Times	☐	Client refused
☐	3 Times		

(If 1 to 4 Or More) Total Number of Months Homeless On The Streets or in an Emergency Shelter in the Past Three Years
(Any single day or part of a month spent homeless should be counted as one month.)

☐	1-12 months (specify number of months):	☐	Client doesn't know
☐	More than 12 months	☐	Client refused

Is the length of time homeless documented? Indicate "Yes" if there is documentation in the client's paper file or in the HMIS of the client's length of homelessness (either continuously homeless, the number of times homeless, or the number of months homeless in the past three years).	☐	Yes
	☐	No

DISABLING CONDITIONS AND BARRIERS

PHYSICAL DISABILITY [All Clients]

☐	No	☐	Client doesn't know
☐	Yes	☐	Client refused

IF "YES" TO PHYSICAL DISABILITY – SPECIFY

Receiving services for physical disability	☐	No	☐	Client doesn't know
	☐	Yes	☐	Client refused
Is the physical disability expected to be of long-continued and indefinite duration and substantially impairs ability to live independently.	☐	No	☐	Client doesn't know
	☐	Yes	☐	Client refused
Documentation of the disability and severity on file	☐	No	☐	Yes

DEVELOPMENTAL DISABILITY [All Clients]

☐	No	☐	Client doesn't know
☐	Yes	☐	Client refused

IF "YES" TO DEVELOPMENTAL DISABILITY – SPECIFY

Receiving services for developmental disability	☐	No	☐	Client doesn't know
	☐	Yes	☐	Client refused
Is the developmental disability expected to substantially impair ability to live independently?	☐	No	☐	Client doesn't know
	☐	Yes	☐	Client refused
Documentation of the disability and severity on file	☐	No	☐	Yes

CHRONIC HEALTH CONDITION [All Clients]

☐	No	☐	Client doesn't know
☐	Yes	☐	Client refused

IF "YES" TO CHRONIC HEALTH CONDITION – SPECIFY

Currently receiving services/treatment for this condition	☐	No	☐	Client doesn't know
	☐	Yes	☐	Client refused
Is the condition expected to be of long-continued and indefinite duration and substantially impairs ability to live independently.	☐	No	☐	Client doesn't know
	☐	Yes	☐	Client refused
Documentation of the disability and severity on file	☐	No	☐	Yes

HIV-AIDS [All Clients]

☐	No	☐	Client doesn't know		
☐	Yes	☐	Client refused		
IF "YES" TO HIV-AIDS – SPECIFY					
Currently receiving services/treatment for this condition	☐	No	☐	Client doesn't know	
	☐	Yes	☐	Client refused	
Is the condition expected to substantially impair ability to live independently?	☐	No	☐	Client doesn't know	
	☐	Yes	☐	Client refused	
Documentation of the disability and severity on file		☐	No	☐	Yes

MENTAL HEALTH PROBLEMS [All Clients]

☐	No	☐	Client doesn't know		
☐	Yes	☐	Client refused		
IF "YES" TO MENTAL HEALTH PROBLEMS – SPECIFY					
Currently receiving services/treatment for this condition	☐	No	☐	Client doesn't know	
	☐	Yes	☐	Client refused	
Is the condition expected to be of long-continued and indefinite duration and substantially impairs ability to live independently.	☐	No	☐	Client doesn't know	
	☐	Yes	☐	Client refused	
Documentation of the disability and severity on file		☐	No	☐	Yes

SUBSTANCE ABUSE PROBLEMS [All Clients]

☐	No	☐	Both alcohol and drug abuse		
☐	Alcohol abuse	☐	Client doesn't know		
☐	Drug abuse	☐	Client refused		
IF "YES" TO ALCOHOL ABUSE, DRUG ABUSE OR BOTH – SPECIFY					
Currently receiving services/treatment for this condition	☐	No	☐	Client doesn't know	
	☐	Yes	☐	Client refused	
Is the condition expected to be of long-continued and indefinite duration and substantially impairs ability to live independently.	☐	No	☐	Client doesn't know	
	☐	Yes	☐	Client refused	
Documentation of the disability and severity on file		☐	No	☐	Yes

DISABLING CONDITION [All Adults] (See Definition Below)

☐	No	☐	Client doesn't know
☐	Yes	☐	Client refused

DISABLING CONDITION [All Adults] *This data element is to be used with other information to identify whether a client meets the criteria for chronic homelessness. Record whether the client has a disabling condition based on one or more of the following:*

- A physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury that:
 - (1) Is expected to be long-continuing or of indefinite duration;
 - (2) Substantially impedes the individual's ability to live independently; and
 - (3) Could be improved by the provision of more suitable housing conditions.
- A developmental disability, as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002); or
- The disease of acquired immunodeficiency syndrome (AIDS) or any condition arising from the etiologic agency for acquired immunodeficiency syndrome (HIV).

DOMESTIC VIOLENCE [Head of Households and Adults]

☐	No	☐	Client doesn't know
☐	Yes	☐	Client refused
IF "YES" TO DOMESTIC VIOLENCE – LAST OCCURANCE			
☐	Within the past three months	☐	One year ago or more
☐	Three to six months ago (excluding six months exactly)	☐	Client doesn't know
☐	Six months to one year ago (excluding one year exactly)	☐	Client refused
IF "YES" TO DOMESTIC VIOLENCE – ARE YOU CURRENTLY FLEEING?			
☐	No	☐	Client doesn't know
☐	Yes	☐	Client refused

INCOME FROM ANY SOURCE (Monthly) [Head of Households and Adults]

☐	No	☐	Client doesn't know	
☐	Yes	☐	Client refused	
IF "YES" TO INCOME FROM ANY SOURCE – INDICATE ALL SOURCES THAT APPLY				
Income Source		Amount	Income Source	Amount
☐	Earned Income		☐	VA non-service connected Disability pension
☐	Unemployment Insurance		☐	Pension or retirement income from former job
☐	Worker's compensation		☐	TANF / CalWorks
☐	Private disability insurance		☐	General Assistance (GA)
☐	VA service-connected disability compensation		☐	Alimony and other spousal support
☐	Social Security Disability Income (SSDI)		☐	Child support
☐	Supplemental Security Income (SSI)		☐	Other Cash Income (Including Children's SSI or Employment)
☐	Social Security Retirement Income (SSA)		Specify "Other"	

RECEIVING NON-CASH BENEFITS [Head of Households and Adults]

☐	No	☐	Client doesn't know
☐	Yes	☐	Client refused
IF "YES" TO NON-CASH BENEFITS – INDICATE ALL SOURCES THAT APPLY			
☐	SNAP / Food Stamps / Cal Fresh	☐	Other TANF Benefit
☐	WIC	☐	Section 8 / Housing Voucher

☐	TANF Childcare	☐	Other Source
☐	TANF Transportation	☐	Temporary Rental Assistance
Specify "Other"			

COVERED BY HEALTH INSURANCE [All Clients]

☐	No	☐	Client doesn't know
☐	Yes	☐	Client refused
IF "YES" TO HEALTH INSURANCE - HEALTH INSURANCE COVERAGE DETAILS			
☐	MEDICAID (aka Medi-Cal)	☐	Employer Provided
☐	MEDICARE	☐	Obtained through COBRA
☐	SCHIP (Do Not Use)	☐	Private Pay Health Insurance
☐	VA Medical	☐	State Health Insurance for Adults (Do Not Use)

EMPLOYMENT

Employed: ☐Yes ☐No ☐Don't know ☐Refused (If yes, Hours worked Last Week: _____)

Employment Tenure/Stability: ☐Permanent ☐Temp ☐Seasonal ☐Don't know ☐Refused

If Not Employed, Seeking Employment: ☐Yes ☐No ☐Don't know ☐Refused

EDUCATION

Currently Enrolled in School: ☐Yes ☐No ☐Don't know ☐Refused

Vocational Training or Apprenticeship: ☐Yes ☐No ☐Don't know ☐Refused

Highest Educational Level Completed:

- | | | |
|---|--|---|
| ☐ No School Completed | ☐ 10th Grade | ☐ Postsecondary School |
| ☐ Nursery School to 4 th Grade | ☐ 11 th Grade | ☐ Don't know |
| ☐ 5 th or 6 th Grade | ☐ 12 th Grade (No Diploma) | ☐ Refused |
| ☐ 7 th or 8 th Grade | ☐ GED | |
| ☐ 9 th Grade | ☐ High School Diploma | |

Highest Degree Earned:

- | | |
|---|---|
| ☐ None | ☐ Doctorate Degree |
| ☐ Associate Degree | ☐ Other Graduate/Professional Degree |

☐ Bachelor's Degree

☐ Certificate of advanced training or skilled artisan

☐ Master's Degree

Are you registered as Sex Offender? Yes/No

Does client have pet? If so, Type and # of pets _____

In the last year, have you used any of the following specific services in Roseville? (CHECK ALL THAT APPLY)

Abundant Life ☐

Center Point Church ☐

First United Methodist Church ☐

Gathering Inn ☐

Health and Human Services(County) ☐

Home Start ☐

National Alliance for Mental Health ☐

Placer Food Bank ☐

Salvation Army ☐

Stand Up Placer ☐

St. Vincent de Paul ☐

Substance Abuse treatment ☐

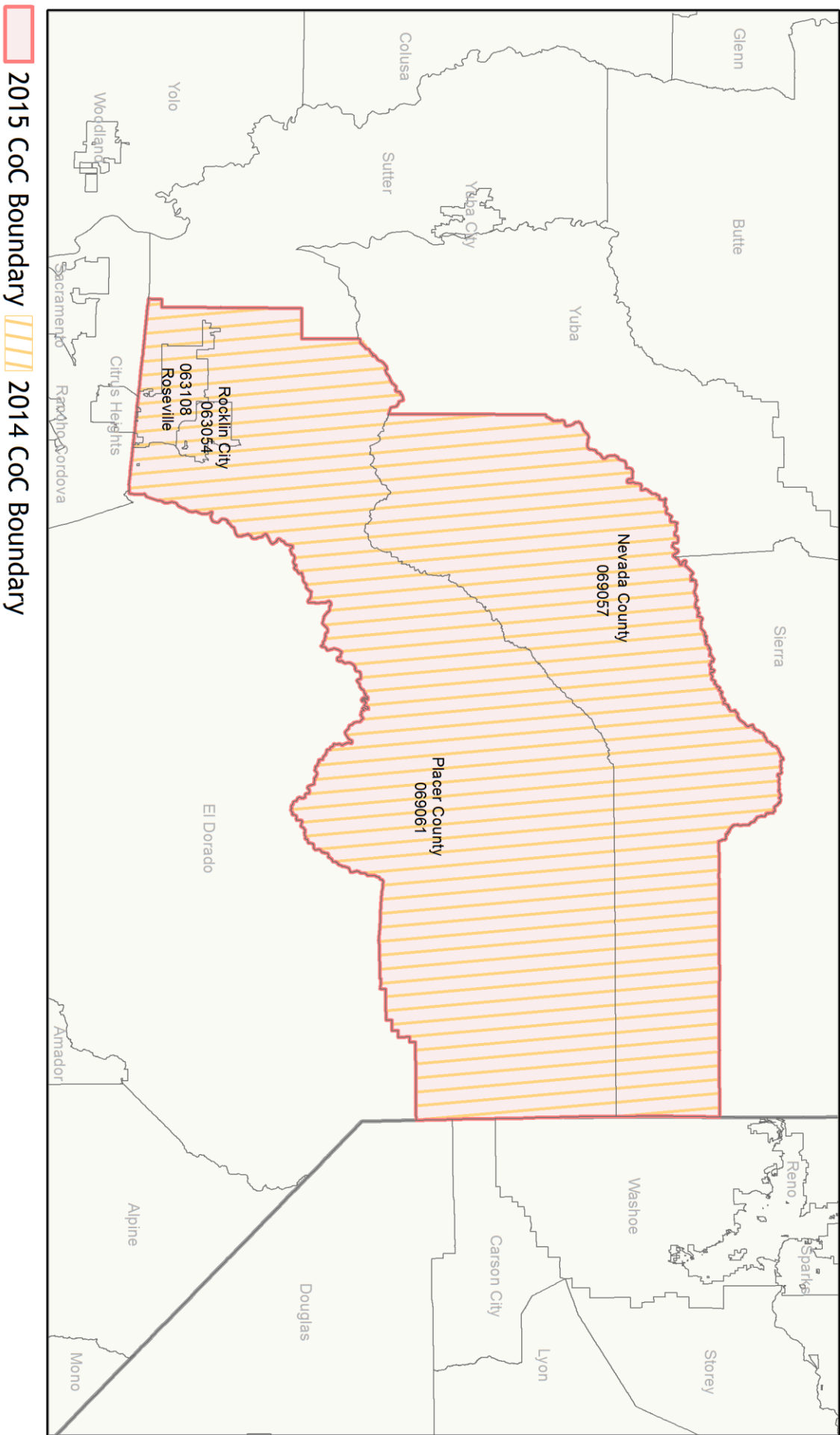
What Would Jesus Do ☐



Important Notes About This Data: This report is based on information provided to HUD by Continuums of Care (CoCs) in the fiscal year 2015 application for CoC Homeless Assistance Programs. HUD has conducted a limited data quality review but has not independently verified all of the information submitted by each CoC. The reader is therefore cautioned that since compliance with these standards may vary, the reliability and consistency of the Housing Inventory and Homeless Count data may also vary among CoCs. Additionally, a shift in the methodology a CoC uses to count the homeless may cause a change in homeless counts between reporting periods. For inquiries about data reported by a specific Continuum of Care, please contact that jurisdiction directly. CoC contact information can be found on the HUD Exchange website (<https://www.hudexchange.info/grantees/?granteeaction=main.searchresultsprogramid=3>).

Coc Name: Roseville, Rocklin/Placer, Nevada Counties Coc

Coc Number: CA-515





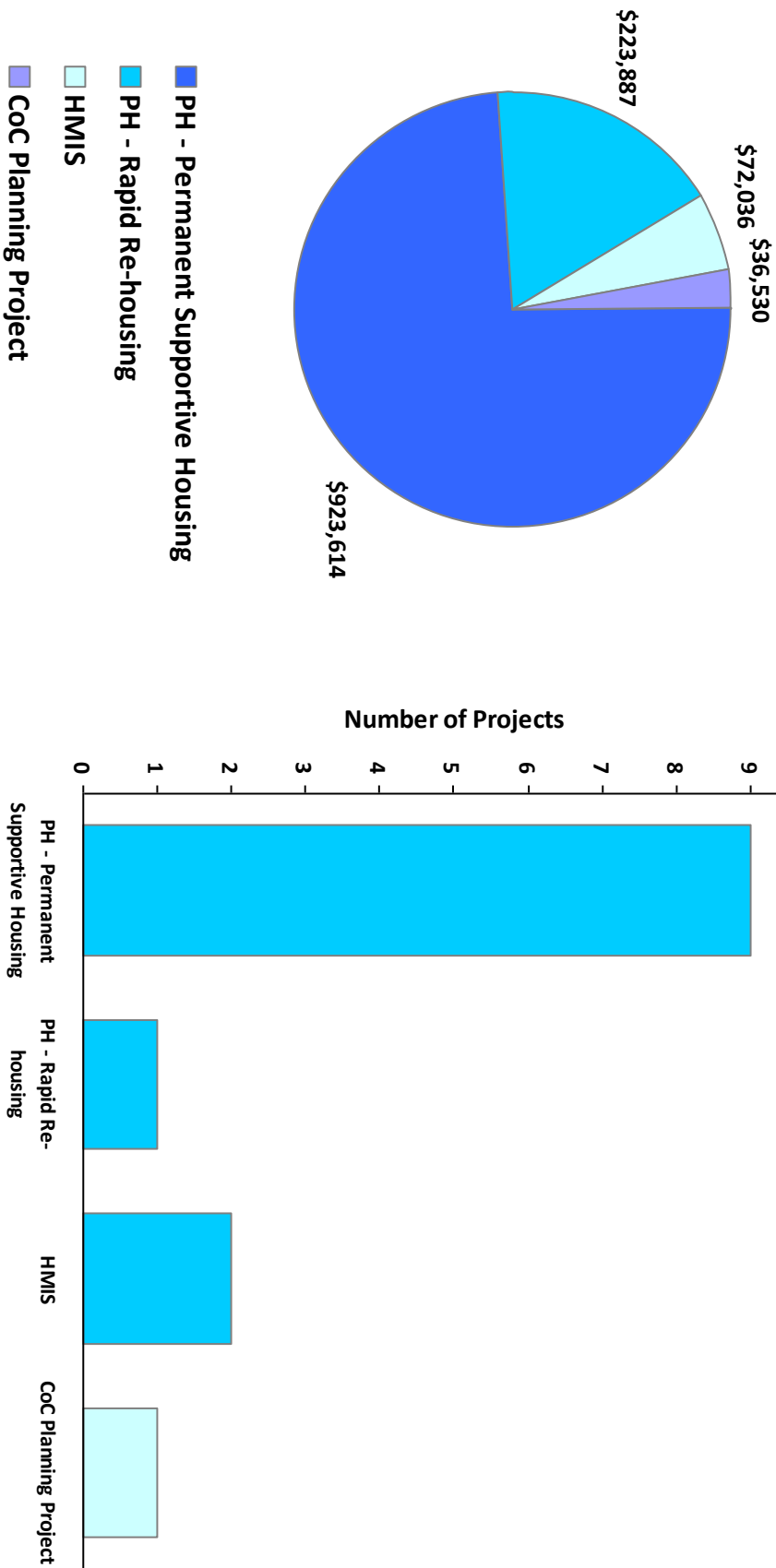
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Coc Name: Roseville, Rocklin/Placer, Nevada Counties Coc

Coc Number: CA-515

2015 Awards by Component and Renewal Type

Total Award Amount
\$1,256,067.00





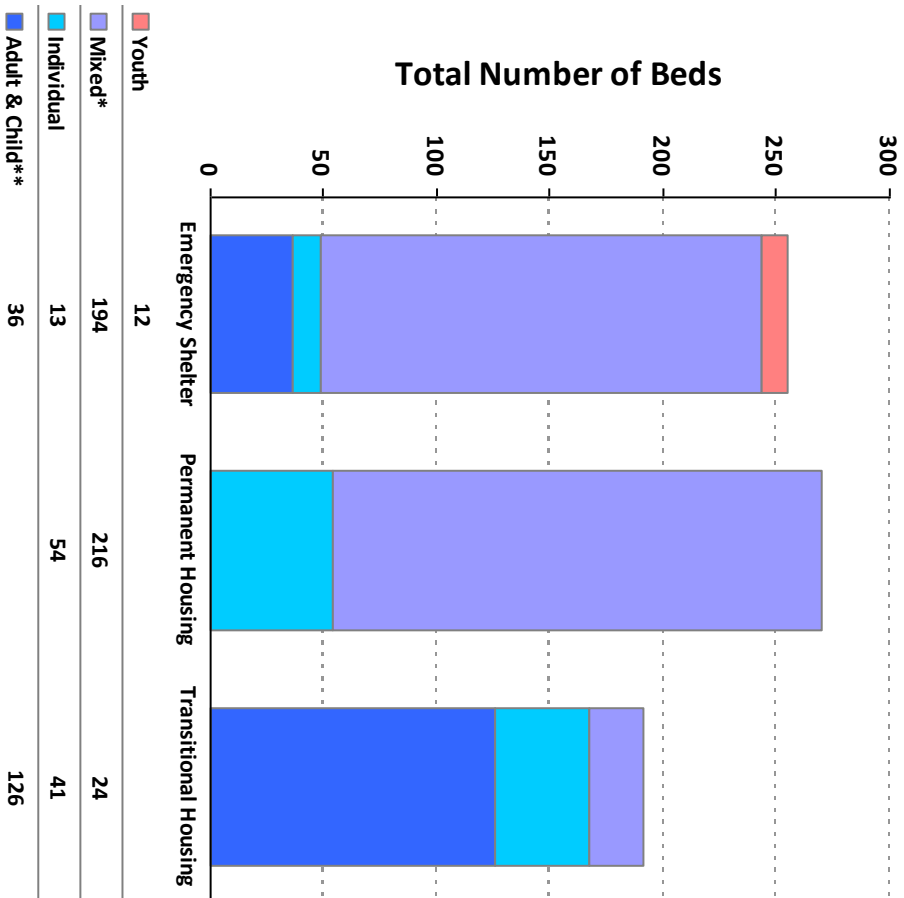
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Coc Name: Roseville, Rocklin/Placer, Nevada Counties Coc

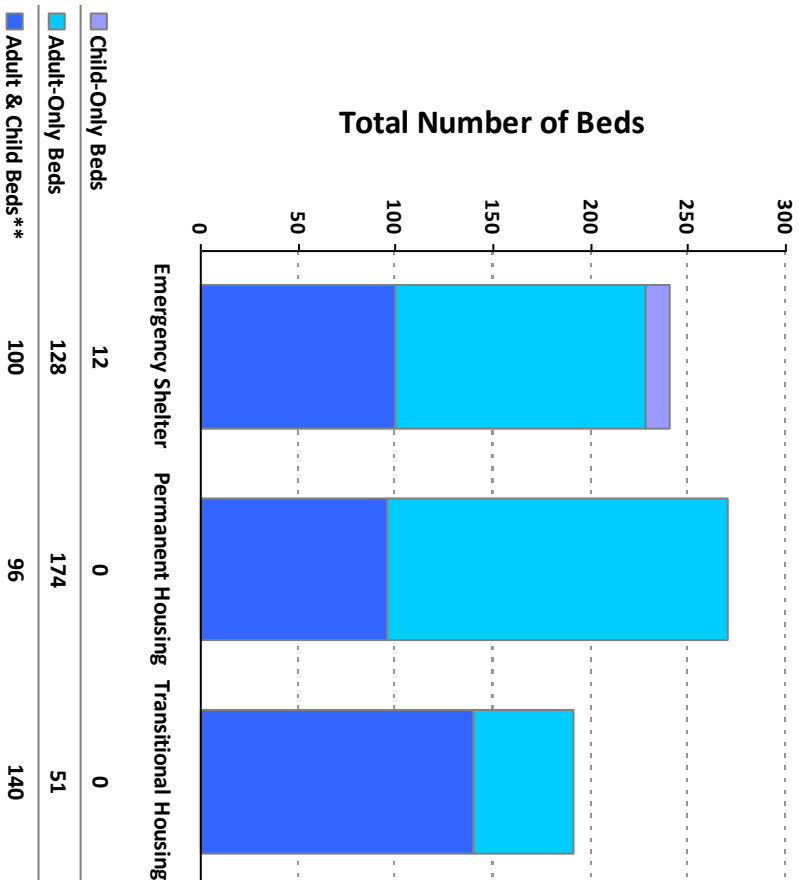
Coc Number: CA-515

2015 Housing Inventory Summarized by Target Population and Bed Type

Beds by Designated Target Population



Beds by Intended Household Type Served



* Mixed beds may serve any target population

** Adult & Child and Adult & Child Beds refer to beds for households with one adult and at least one child under age 18



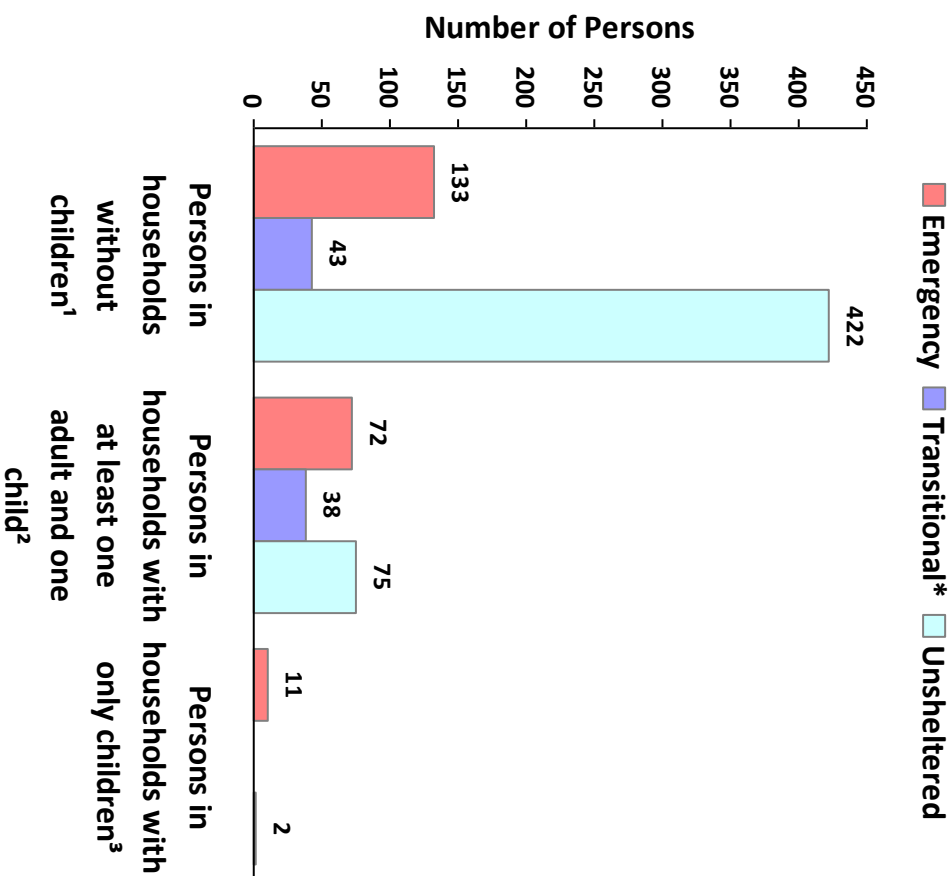
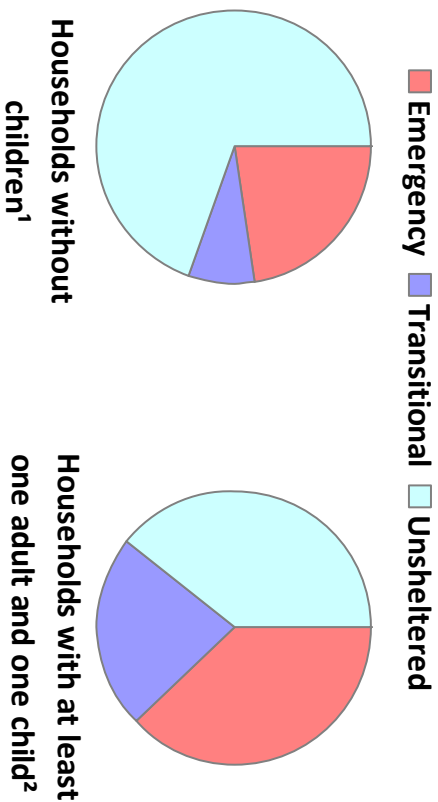
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Coc Name: Roseville, Rocklin/Placer, Nevada Counties CoC

Coc Number: CA-515

2015 Point in Time Count Summarized by Household Type

Proportion of Households Served by Program Type



* Safe Haven programs are included in the Transitional Housing category.

¹This category includes single adults, adult couples with no children, and groups of adults. ²This category includes households with one adult and at least one child under age 18.

³This category includes persons under age 18, including children in one-child households, adolescent parents and their children, adolescent siblings, or other household configurations composed only of children.

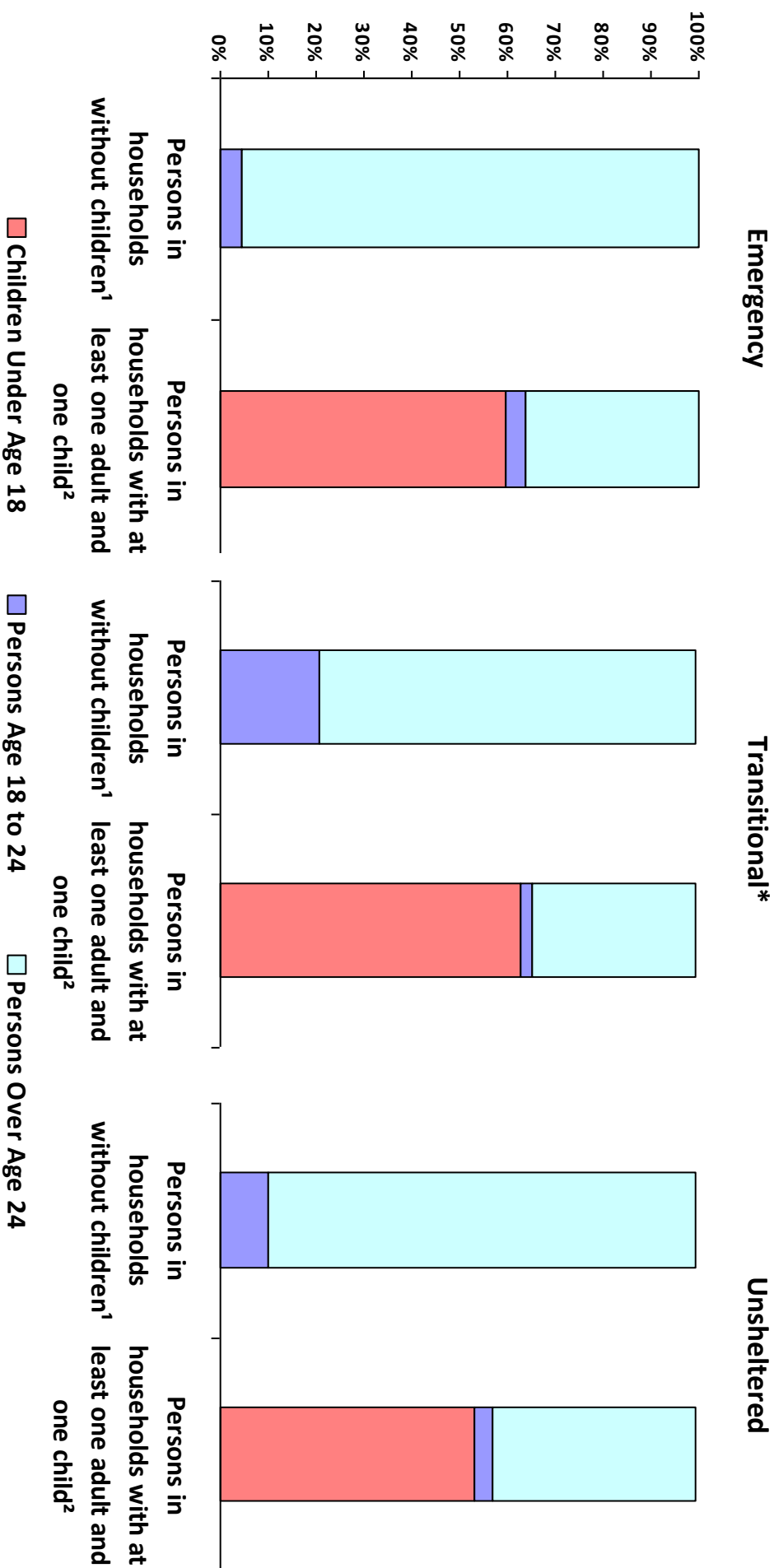


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Coc Name: Roseville, Rocklin/Placer, Nevada Counties Coc

Coc Number: CA-515

2015 Point-In-Time Count Proportion of Persons in each Age Group by Household Type



* Safe Haven programs are included in the Transitional Housing category.

¹This category includes single adults, adult couples with no children, and groups of adults. ²This category includes households with one adult and at least one child under age 18.

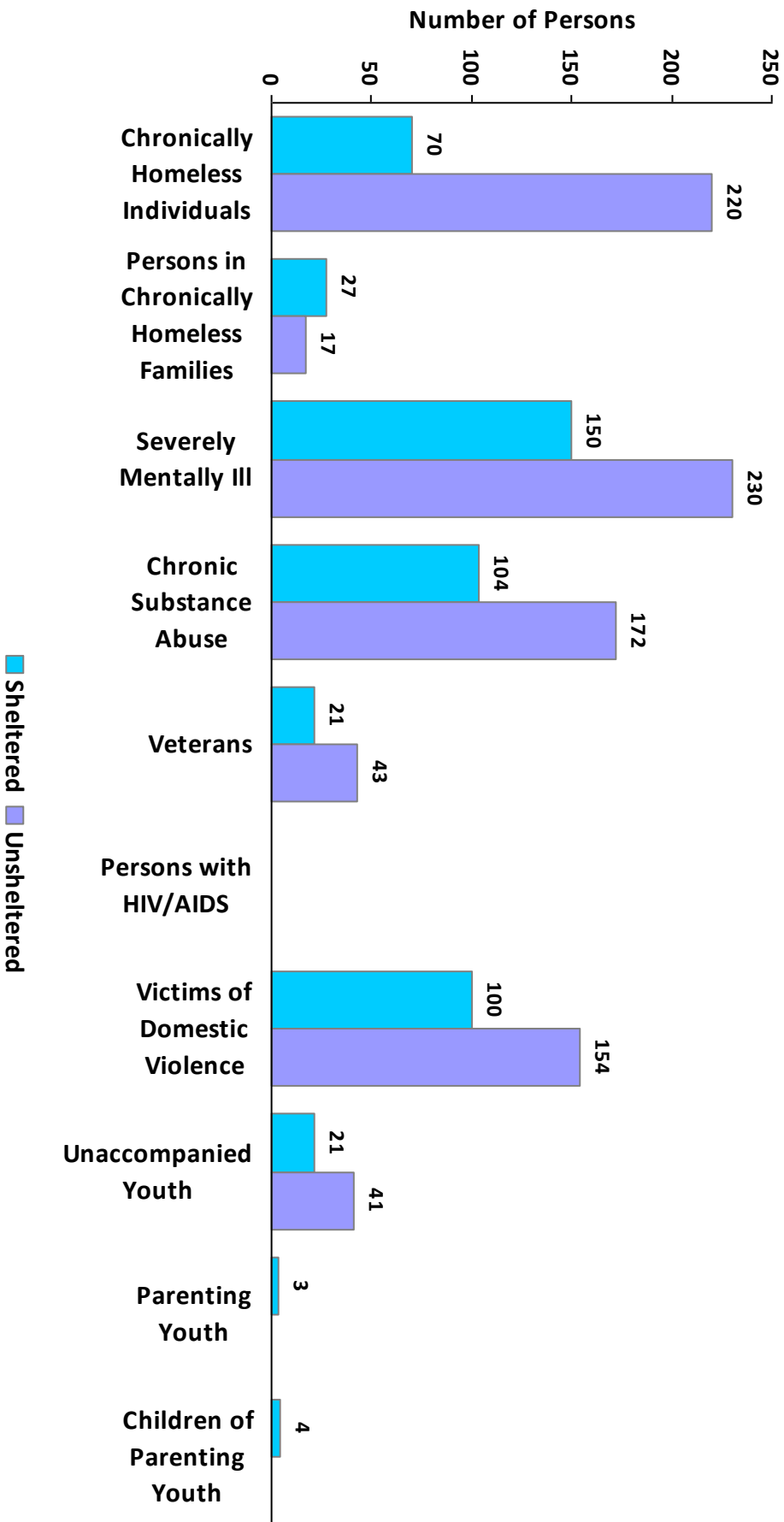


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Coc Name: Roseville, Rocklin/Placer, Nevada Counties Coc

Coc Number: CA-515

2015 Point in Time Count Summarized by Sub-Population



NAME	SERVICE	INFO EXCHANGE
HOMELESS		
24/7 Homeless Shelter and Services Center	to be determined	County proposal for a 24/7 shelter
Advocates for Mentally Ill Housing (AMIH)	provide housing and life skills programs to adults with mental illness	
The Gathering Inn	provide meals, showers, clothes, social and employment services, and shelter	
Grass Valley Salvation Army	provide meals, services, shelter	
Housing Resource Council of the Sierras (HRCS)		perm supportive and rapid re housing, HMIS, shelter,homeless services exchange
Nevada County Behavioral Health	provide mental health and substance abuse treatment services	
Northern CA/Central Valley Homeless roundtable		homeless services exchange
Placer Collaborative Network (PCN)		homeless services exchange
Placer Consortium on Homelessness (PCOH)		homeless services exchange
Placer Nevada Continuum of Care (CoC)		homeless services exchange
Roseville Home Start	provide support servies and transitions homeless families into affordable permanent housing	
Roseville Housing Choice Voucher (HCV) program	provide subsidized rent to very low income	655 HCV Vouchers (for very low income)
Roseville Salvation Army Homeless Voucher Program	provide emergency assistance to homeless and those at risk of homelessness	
Saint Vincent De Paul (SVDP)	provide groceries, meals, clothing, and medical care to homeless and lower income	
Volunteers of America	spiritually-based organization providing local human service programs	
FOOD PROGRAMS		
Placer Food Bank	Food program	
Sierra College Foundation	Emancipated Youth Care Packs	
What Would Jesus Do (WWJD)	Mobile Food Service for Homeless, transitional homeless and the working poor	
ADULT PROGRAMS		
Gold County Chaplaincy	Counseling for military and vets	
Nevada County Behavioral Health	provide mental health and substance abuse treatment services	
Placer ARC	Adult disabilities assistance programs	
Placer County Health and Human Services Adult System of Care (ASOC)	provide mental health and substance abuse treatment services	
Project Go	services to low to moderate income individuals and at-risk families and seniors	
Roseville Adult School	Spanish GED Preparation Class	
Roseville Alano Club	Recovery Room Improvements	
Seniors First	provide info, assistance, rides, health, nutritions, and home repair to seniors	
Society for the Blind	Low Vision & Blindness Skills Training	
Stand Up Placer	provide services to victims of domestic violence and sexual assault	
Wellness Within	3 day cancer retreats	
CHILDREN AND YOUTH PROGRAMS		
Assistance League of Greater Placer	Operation school bell	
A Touch of Understanding	Disability awareness in schools	
Barbara Chilton Middle School	percussion, sheet music and accessories for youth	
Child Advocates of Placer County	CASA/Mentor Project	
City of Roseville Parks & Recreation	Youth Passport program	
Excel	education and academic support, life skills training	
Junction Elementary School	ipdas for STEM enrichment kids programs	
Keaton Raphael Memorial	Support for children with cancer	
Kids First	provide counseling and resources to end child abuse and neglect	
Lighthouse Counseling & Family Resource Center	Family & Community Wellness counseling	
The Lazarus Project	provide affordable housing and support services	
My Mothers Voice	Book program for youth	
Robert C Cooley Middle School	Band Instrument Supplement Program	
Roseville City School District Foundation	Partners in Education Program	
Roseville Joint Union High School District	Career and College Readiness	
Roseville Police Activities League	Summer Gym Program for at-risk youth	
Roseville Utility Exploration Center	School tours/transportation	
Rotary Club of Roseville Foundation	Miles of Smiles Program	
HOME BUYING AND REHAB ASSISTANCE		
Roseville CALHOME through HCD	Rehab, downpayment assistance, currently \$50,000 available	
Roseville CDBG through HUD	Rehab	
Roseville HOME through HCD	Rehab, First Time Home Buyer	
COMMUNITY BENEFIT		
City of Roseville Fire Department	volunteers in prevention	
City of Roseville Police Department	outreach/crime prevention programs	
Explorer Post #108, Roseville Police Department	Explorer Post #108 support (crowd control etc)	
Placer County Law Enforcement Chaplaincy	Chaplaincy	
Placer Multi-Disciplinary Interview Center	Placer MDIC Center Support	
Placer SPCA	Spay & Neuter Program	
PROPOSED HOUSING		
Mercy Housing (HSG TAX BONDS)		56-58 Low income units
Pacific Housing (HSG TAX AND AFFORDABLE BONDS)		76 Low income units
COMPLETED HOUSING		
Very Low Income rental		500 units
Low Income Rental		1303 units
Middle Income Rentals		388 units
Very Low Income Purchase		16 units
Low Income Purchase		520 units
Middle Income Purchase		140 units
	Totals	



COUNCIL COMMUNICATION

CC #: 8194
File #: 0201-02

Title: Financial Reports for Fiscal Year Ended June 30, 2016
Contact: Jacquelyn Flickinger 916-774-5516 jflickinger@roseville.ca.us

Meeting Date: 2/1/2017
Item #: 7.3.

RECOMMENDATION TO COUNCIL

This item requires no Council action and is for information only.

BACKGROUND

The following three informational reports are included on this communication:

- Comprehensive Annual Financial Report (CAFR)
- Single Audit Report
- Independent Accountant's Report on Applying Agreed-Upon Procedures Related to the Article XIII-B Appropriations Limit for the year ended June 30, 2017

The City Charter requires that the City Council engage an independent certified public accounting firm to conduct the annual financial audit. Vavrinek, Trine, Day & Co. LLP, a certified public accounting firm, conducted the audits of the City's financial statements for the fiscal year ended June 30, 2016. The City received an unmodified (clean) opinion on the CAFR. The CAFR conforms to generally accepted accounting principles and the latest applicable Governmental Accounting Standards Board Statements. This report continues to reflect financial stability and proper accounting practices of the City. In addition, the 2015 CAFR received the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting. GFOA awarded this certificate to the City for the 13th consecutive year and is included in the 2016 CAFR.

A Single Audit is required for any non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year. Included in the Single Audit is one Financial Statement Findings related to the size of the City's vendor files. Corrective action has already been completed on this finding. There were no Federal Award Findings or Questioned Costs included in the report.

Article XIII-B Appropriations Limit placed limits on the growth of expenditures for publicly funded programs. The Independent Accountant's Report on Applying Agreed-Upon Procedures Related

to the Article XIII-B Appropriations Limit for the year ended June 30, 2017 was performed to assist the City in meeting the requirements of Section 1.5 of the Article XIII-B which requires the annual calculation of the appropriations limit to be reviewed as part of an annual financial audit. No exceptions are included in the report.

FISCAL IMPACT

There is no fiscal impact as a result of this informational report.

ECONOMIC DEVELOPMENT / JOBS CREATED

This is an informational report, no jobs will be created.

ENVIRONMENTAL REVIEW

This informational report is not considered a project defined by the California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 15061(b) (3).

Respectfully Submitted,

Jacquelyn Flickinger, Controller

Monty Hanks, Finance Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Comprehensive Annual Financial Report FY 2016

Single Audit FY 2016

GANN Report FY 2016

Comprehensive Annual Financial Report

Fiscal Year Ending June 30, 2016



Open Space, Roseville, California

CITY OF ROSEVILLE, CALIFORNIA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED JUNE 30, 2016

Prepared by

FINANCE DEPARTMENT

**CITY OF ROSEVILLE, CALIFORNIA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED JUNE 30, 2016**

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**CITY OF ROSEVILLE, CALIFORNIA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED JUNE 30, 2016**

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**CITY OF ROSEVILLE, CALIFORNIA
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**CITY OF ROSEVILLE, CALIFORNIA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED JUNE 30, 2016**

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December 13, 2016

Honorable Mayor, Members of the City Council, and City Manager:

I am pleased to present the Comprehensive Annual Financial Report (CAFR) of the City of Roseville (City) for the fiscal year ended June 30, 2016. The format and content of this CAFR complies with the principles and standards of accounting and financial reporting adopted by the Governmental Accounting Standards Board (GASB) and contains all information needed for readers to gain a reasonable understanding of the City's financial activities. In addition, the organization of the CAFR follows the guidelines set forth by the Government Finance Officers' Association (GFOA) of the United States and Canada. Management takes sole responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control that it has established for this purpose. The objective of internal controls is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements.

The City's financial statements have been audited by Vavrinek, Trine, Day & Co., LLP, Certified Public Accountants. The goal of the audit is to obtain reasonable assurance that the financial statements are free of material misstatements and are fairly presented in conformity with generally accepted accounting principles (GAAP). Vavrinek, Trine, Day & Co., LLP, issued an unmodified opinion for the fiscal year ended June 30, 2016. The independent auditors' report is presented as the first component of the financial section of this report.

A separate single audit report has been prepared in conformity with the provisions of the Federal Single Audit Act of 1996 as amended and Title 2 U.S. *Code of Federal Regulations* Part 200 (Uniform Guidance).

It is highly recommended that all readers of this report review the narrative introduction, overview, and analysis found in management's discussion and analysis (MD&A) in the CAFR's financial section in conjunction with this letter.

THE REPORTING ENTITY AND ITS SERVICES

Roseville is a charter law city of the State of California. The City was incorporated in 1909 and operates under a Council-Manager form of government. The City's political and legislative body is the City Council and is empowered by the City's charter to formulate citywide policy, including a fiscal program, City services, and appointment of the City Manager and City Attorney. There are five City Council members who are elected at-large for staggered four-year terms, and the Mayor is determined by which member received the highest number of votes in the previous election.

Residents of the City may to assist the City Council in forming government policy by serving on a City commission, committee, or board. The commissions, committees, and boards act in an advisory capacity to the City Council. They are Hearing Examiners/Appeals Board, Design Committee, Economic Development Advisory Committee, Library Board, Parks and Recreation Commission, Personnel Board, Placer Mosquito & Vector Control District, Planning Commission, Public Utilities Commission, Roseville Grants Advisory Commission, Senior Citizen Commission, Transportation Commission, and Youth Sports Coalition.

Roseville is a full-service City providing a full range of municipal utilities and services. These services include: police; fire; economic development; parks, recreation and libraries; planning; building and public facility inspection; engineering; streets; electric; water, wastewater and solid waste utilities; housing; and general administrative services.

The CAFR includes blended component units of the Roseville Finance Authority (Finance Authority), Roseville Natural Gas Financing Authority (RNGFA), Roseville Community Development Corporation (RCDC), the City of Roseville Housing Authority (Housing Authority), and the Successor Agency to the Redevelopment Agency (Successor Agency) which constitutes a single reporting entity. The Finance Authority, the Housing Authority, and RNGFA are separate legal entities from the City, but have the same governing board. RCDC has a separate governing board, however, the board members are appointed by the City Council. The Successor Agency has a governing board determined by State law that does not report to the City Council. RNGFA and RCDC issue component unit financial statements. Separate financial statements are not issued for the Finance Authority, the Housing Authority, or the Successor Agency.

ECONOMIC CONDITION, OUTLOOK AND ACTIVITY

The economic condition of the City in fiscal year 2016 is continuing to improve. Overall, general fund revenues increased from the prior year. The City is taking a new approach on the budgeting philosophy for the General Fund to more closely reflect anticipated expenses, leaving less unallocated at the end of the fiscal year. With the unspent funds, a General Fund Contingency, in addition to the General Fund's operating reserve, was created to allow more flexibility to address unanticipated needs that arise during the year.

The electric utility's count of customers grew 1.7% in FY16. Energy sales increased from the prior year, but operating revenues decreased as the hydroelectric surcharge was reduced. Operating and non-operating expenses decreased from the prior year. The revenue to expense outlook for the next several years forecasts revenues meeting expenses. Anticipated new development will add residential and commercial customers. Issues that may impact future rates include state and federal mandates related to renewable energy and environmental concerns as well as increasing distributed generation throughout the customer base.

The environmental utilities (water, wastewater, and solid waste) all ended the year with positive changes in their net position. The water and wastewater utilities debt instruments performed well during fiscal year 2016. The water utility's debt is a fixed rate; however, the wastewater utility includes a large amount of variable-rate debt. The interest rates on this debt remained low through fiscal year 2016.

The long-term outlook for the City's economy is promising. While housing starts are still down from earlier highs, new homes are still being built and sold and this should turn around in the next couple of years. This is indicated in the 33% increase in residential single family permits over fiscal year 2015. Sales tax increased but at a higher rate than in prior years due to the sunset of the triple-flip and final true-up payments. The City anticipates that sales tax should begin to level out over the next few years. New auto sales in fiscal year 2016 generated more sales tax as compared to fiscal year 2015, and continues to be a leader in the state. The City is taking a conservative approach on sales and property taxes in its budgeting process.

On a short-term basis, the City will need to continue controlling costs and payroll expansion to ensure operating revenues exceed operating expenses. In fiscal year 2016, the City continued with the five-year funding plan to address unfunded liabilities associated with OPEB and the CIP Rehab Fund by increasing contributions to the respective funds. The City is funding Workers Compensation and General Liability at a council directed 75% confidence level. PERS costs increased, as expected, and are projected to increase in future years as well.

MAJOR ACTIVITIES IN THE CITY

Many of the major activities undertaken in fiscal year 2016 are consistent with the City Council's direction to focus on projects and funding that provide economic stability and enhance the City's long-term financial condition while maintaining high levels of service to the older parts of the community. Major projects included:

- **Public Works:** The City has installed traffic signals at the intersection of Fiddymont and Angus and at the intersection of Secret Ravine and Alexandria. The City has completed the following projects: 2015 Residential Resurfacing Project, the Roseville Aquatic Complex Overflow Parking Lot Project, and the Pedestrian Facilities Improvement Project. The City has begun design of the following projects: Eureka/Atlantic to Westbound I-80 Onramp Widening and Hillcrest Drainage, Washington "Andora" Underpass Widening, and Woodcreek Oaks Widening projects. The City has completed design of the Roller Compacted Concrete Project. The City has completed the site grading for the relocation of Fire Station #1. Finally, the City has begun construction of the Industrial Bridge over Pleasant Grove and the Roseville Grove Creek and the Roseville Road Realignment projects.
- **Water:** The City has completed the first phase of the West Side Tank & Pump Station Project design and is on track to meet the June 2017 deadline for formation of a Groundwater Sustainability Agency in West Placer County in compliance with the State Sustainable Groundwater Management Act Law. The City has testified before the State Water Resources Control Board on the effects of the California WaterFix project and has continued work within the region on gaining acceptance for the Modified Flow Management Standard for the Lower American River. This project includes a carry-over storage target for Folsom Lake which would result in higher lake levels. In addition, the City has met the water conservation targets prescribed by the State Board as part of the Governor's Drought Emergency executive order.
- **Wastewater:** Completed the alternative analysis for the Dry Creek Wastewater Treatment Plant (WWTP) Nitrate plus Nitrate Reduction Project; Secured grant funding for the Dry Creek WWTP Cogeneration Project; Completed the 30 percent design of the Pleasant Grove WWTP Expansion Project; Completed the preliminary design of the Pleasant Grove WWTP Energy Recovery Project; Completed testing of the new Water Treatment Plant SCADA system, and commenced configuration of the Pleasant Grove Dry Creek WWTP SCADA systems.

- Electric: Ongoing expansion of electric distribution system and first major scheduled maintenance at the Roseville Energy Park.
- Parks and Recreation: Phase 1 of the Maidu parking lot repairs; RAC slide gelcoat repairs; Mahany tennis court repairs; Hillsborough Park play structure replacement; EU pump station landscaping; Diamond Oaks Golf Course restroom; Cresthaven pavement repairs; Mahany recycled water retrofit; Diamond Oaks Park drainage and turf conversion; Duke Davis turf conversion; Hughes Park bridge and trail

The City has experienced an overall increase in total permit activity with 4,931 permits being issued, compared to 4,719 permits issued last fiscal year. Single-family residential permits increased compared to last fiscal year with 850 new single family and 0 new multi-family permits finalized in 2016 as compared to 638 and 16, respectively, in fiscal year 2015. Several new development proposals should keep single-family and multi-family permits on the rise in the near future. Although the number of commercial permits increased to 10, the square footage of these buildings has decreased to 89,996 square feet as compared to the 272,000 square feet in the prior year. Of the new commercial permits, the largest permits were issued to Sutter Roseville Parking Garage for 60,000 square feet and IFly Indoor Skydiving for 5,000 square feet of commercial space.

The major growth areas of the Sierra Vista, Creekview, and Amoruso Ranch Specific Plan areas are located on the north and south boundaries of the West Roseville Specific Plan. Sierra Vista is annexed and fully entitled, including the Westbrook portion of the plan area adopted in June 2012 and is currently under construction. The remainder of the Sierra Vista Specific Plan area is awaiting federal wetland permits. They hope to secure those in time to start construction the spring of 2017. The Creekview Specific Plan, approved by the City Council in September 2012, was annexed on April 17, 2013. The Creekview Specific Plan includes 2,011 single family and multi-family residential units and 19.3 acres for commercial development (161 acres are planned for open space, parks, a school and utility sites). HP Campus rezone project was approved by Council on August 5, 2015. Amoruso Ranch Specific Plan was approved by City Council in June 2016. This specific plan includes the establishment of 2,827 residential units, commercial, parks, open space and public land use designations. It is currently going through the annexation process, estimated to be complete by the end of 2017. It will also need Federal wetland permits and is dependent on infrastructure in the Creekview Specific Plan area.

LONG-TERM FINANCIAL PLANNING

The City of Roseville has consistently planned its budgets with an eye to the long-term needs of the City. This is accomplished through the establishment of several funds that serve to direct City revenues to long-term financial needs. This ensures that funding is available for needs as they arise. These funds include:

Operating Reserves: The City maintains an operating reserve in its General Fund of 10 percent of operating expenditures. Additionally, the City attempts to maintain a similar operating reserve in all of the City-owned utilities. These reserves guard against impacts from sudden changes in revenues. The Electric Utility's reserve is housed in its Rate Stabilization Fund.

Rate Stabilization Funds: The Electric Department maintains a rate stabilization fund targeted at a minimum policy level of 40 percent of operating expenses. This allows the City time to react with major changes to the cost of electricity without having to impose an emergency rate increase. The City also uses this fund as a reserve for the Electric utility. Rate stabilization funds are also used in the Environmental Utilities to help ease the impacts of rate increases over a period of years.

CIP Rehabilitation Fund: The City has set aside money in a CIP Rehabilitation Fund for the purpose of maintaining the City's investments in buildings and park facilities. These funds are used to provide necessary maintenance and improvements to City-owned facilities. The Council's goal is to increase this balance of this fund to keep pace with the improvements needed to maintain City facilities.

Automotive Replacement Fund: The City funds the cost of replacement vehicles over the useful life of the vehicle. This ensures that monies are available to keep the City's vehicle fleet operating properly and safely.

Strategic Improvement Fund: The City developed a fund several years ago that provides Council with funds that can be used for periodic, strategic investments on behalf of the City. This fund has been used to acquire land and fund improvements, primarily in redevelopment areas.

OPEB Trust: The City established the Post-Retirement Fund in 2002 to begin setting aside monies to address the City's long-term liability for post-retirement health benefits. In fiscal year 2011, the City established an irrevocable trust and moved \$34 million of accumulated revenues into the OPEB Trust. This has increased the longer-term investment return on the funds, thus lowering the City's unfunded liability. It has performed well in the equity markets, achieving a return of 7.02% since inception. In fiscal year 2016, the OPEB plan assets grew to \$60.8 million. In fiscal year 2014, the City negotiated with labor groups to cap future liabilities by creating a Tier III benefit for new hires. Tier III employees will be required to set aside a portion of their salary into a Retirement Health Savings account. In the long-term the OPEB unfunded liability should start decreasing with increased contributions and investment returns.

SIGNIFICANT EVENTS AND ACCOMPLISHMENTS

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Roseville for its comprehensive annual financial report for the fiscal year ended June 30, 2015. In order to be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

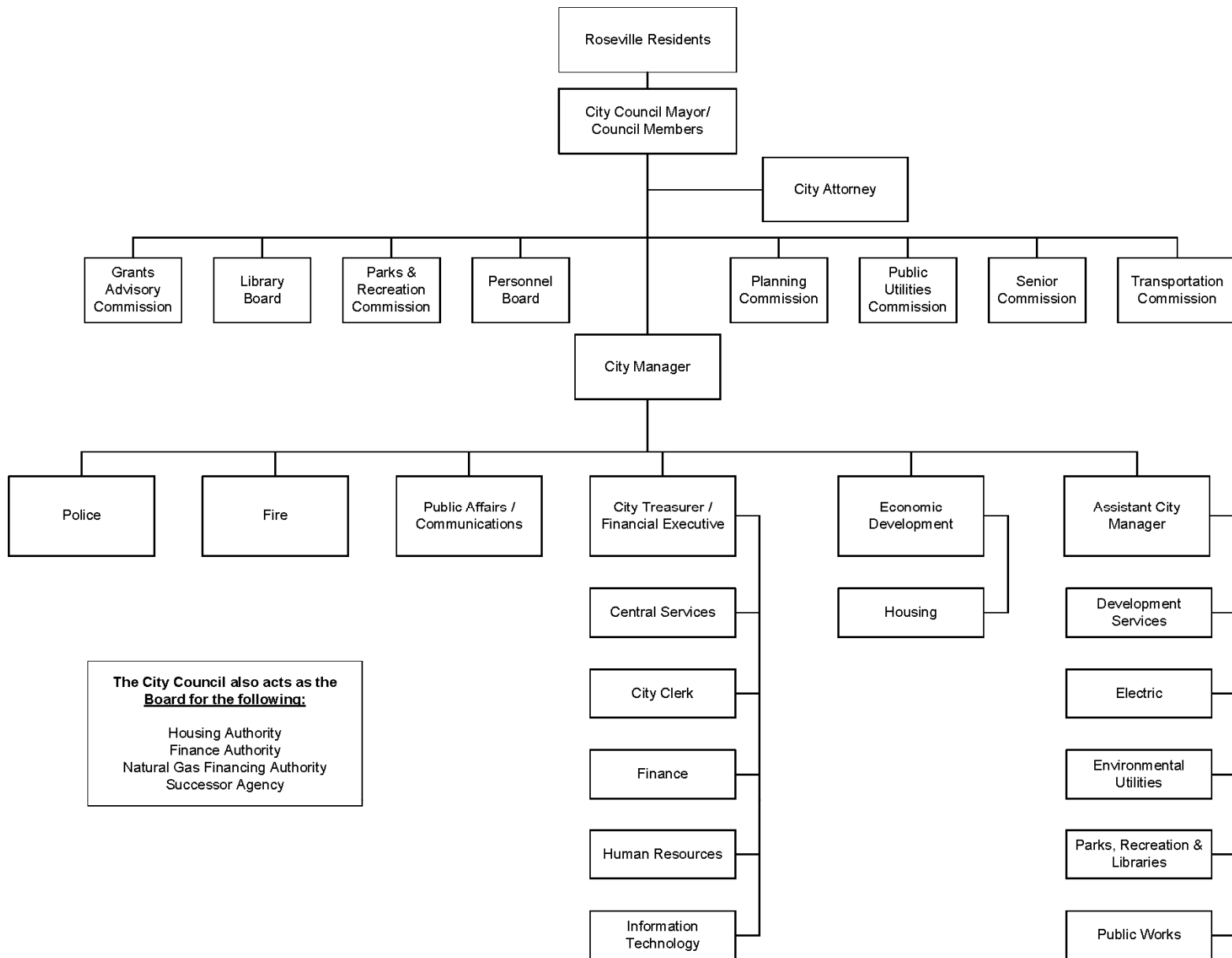
ACKNOWLEDGMENTS

I extend my appreciation to the entire staff in the Finance Department and other departments who assisted in the process of compiling the information for this report. In addition, I extend a special thank you to the City's Accounting Division staff and our external auditors who made this document possible. Their efforts and continued dedication are greatly appreciated. I sincerely thank the Mayor, members of the City Council and City Manager, for their support, interest, and integrity in directing the financial affairs of the City in a responsible, professional, and progressive manner.

Respectfully submitted,



Monty Hanks
Finance Director



Organizational Chart: City Wide

CITY OF ROSEVILLE
ELECTED OFFICIALS
JUNE 30, 2016

Mayor
Vice Mayor
Council Member
Council Member
Council Member

Carol Garcia
Susan Rohan
Pauline Roccutti
Bonnie Gore
Tim Herman



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Roseville
California**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

June 30, 2015

A handwritten signature in black ink, reading "Jeffrey R. Enos". The signature is written in a cursive, flowing style.

Executive Director/CEO



INDEPENDENT AUDITORS' REPORT

The Honorable Mayor and Members of the City Council
City of Roseville, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Roseville, California, (City) as of and for the year ended June 30, 2016, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of June 30, 2016, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As described in Note 1 to the financial statements, the City adopted Governmental Accounting Standards Board (GASB) Statement No. 72, *Fair Value Measurement and Application*, and GASB Statement No. 82, *Pension Issues – an amendment of GASB Statements No. 67, No. 68 and No. 72*, effective July 1, 2015. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 18, the budgetary comparison information for the General Fund on pages 105 through 108, the schedule of changes in the net pension liability and related ratios on page 109, the schedule of pension contributions on page 110, the Modified Approach to Reporting Street Pavement Costs and Parks and Landscaping Costs on pages 111 through 112, and the schedule of funding progress on page 113 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining and individual non-major fund financial statements and schedules and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual non-major fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual non-major fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 13, 2016, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City's internal control over financial reporting and compliance.

A handwritten signature in cursive script that reads "Varinek, Trine, Day & Co LLP".

Sacramento, California
December 13, 2016

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MANAGEMENT'S DISCUSSION AND ANALYSIS

The following discussion provides readers of the City of Roseville's (City) financial statements a narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2016. This document should be read in conjunction with the accompanying Letter of Transmittal and Basic Financial Statements.

FISCAL YEAR 2016 FINANCIAL HIGHLIGHTS

Financial highlights of fiscal year 2016 include the following:

- The City's assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources as of June 30, 2016 by \$2,398.1 million, an increase of \$122.8 million from the prior year.
- The City's governmental funds reported a combined fund balance of \$237.0 million, an increase of \$31.1 million from the prior year. Unassigned fund balances comprise \$45.2 million of this total or 19.1%, which is available for use at the discretion of the City.
- The fund balance of the General Fund increased by \$8.0 million in fiscal year 2016.

OVERVIEW OF THE CITY'S COMPREHENSIVE ANNUAL FINANCIAL STATEMENT

The City's Comprehensive Annual Financial Report (CAFR) is divided into four sections:

- 1) Introductory section, including the letter of transmittal, list of City elected officials, and the City's organization chart.
- 2) Financial section, including the independent auditors' report, management's discussion and analysis, the basic financial statements, and the notes to the financial statements.
- 3) Supplemental Information section, including the required supplementary information and combining financial statements and schedules of individual non-major governmental funds, internal service funds, private-purpose trust funds, and agency funds.
- 4) Statistical section, including a number of tables and graphs on unaudited data depicting 10 years of financial history about the City and information on its overlapping governmental debt.

The Basic Financial Statements

The Basic Financial Statements comprise the Government-wide Financial Statements and the Fund Financial Statements; these two sets of financial statements provide two different views of the City's financial activities and financial position.

The Government-wide Financial Statements provide an overview of the City's activities, and are comprised of the Statement of Net Position and the Statement of Activities. The Statement of Net Position provides information about the financial position of the City as a whole, including all of its capital assets and long-term liabilities on the full-accrual basis, similar to that used by corporations. The Statement of Activities provides information about all of the City's revenues and all of its expenses, also on the full-accrual basis, with the emphasis on measuring net revenues or expenses of each the City's major functions. The Statement of Activities explains in detail the change in Net Position for the year.

All of the City's activities are grouped into either Governmental Activities or Business-type Activities, as explained below. The amounts in the Statement of Net Position and the Statement of Activities are separated into Governmental Activities and Business-type Activities in order to provide a summary of these two activities for the City.

The Fund Financial Statements report the City's operations in more detail than the Government-wide statements and focus primarily on the short-term activities of the City's General Fund and other Major Funds. The Governmental Fund Financial Statements measure only current revenues and expenditures and fund balances; they exclude capital assets, long-term debt and other long-term amounts.

Major Funds account for the major financial activities of the City and are presented individually, while the activities of Non-major Funds are presented in summary, with subordinate schedules presenting the detail for each of these other funds. Major Funds are explained below.

The Fiduciary Statements provide financial information about the activities of the Retiree Health Plan Trust Funds, Private-Purpose Trust Funds, and certain other entities for which the City acts solely as agent. The Fiduciary Statements provide information about the cash balances and activities of these entities. These statements are separate, and their balances are excluded, from the City's government-wide financial statements.

The Government-wide Financial Statements

Government-wide financial statements, prepared on the accrual basis, measure the flow of all economic resources of the City.

The Statement of Net Position and the Statement of Activities present information about the following:

- **Governmental Activities**—All of the City's basic services are considered to be governmental activities. These services are supported by general City revenues such as taxes, and by specific program revenues such as user fees and charges.

The City's governmental activities also include the activities of three separate legal entities, the Roseville Finance Authority, the City of Roseville Housing Authority and the Roseville Community Development Corporation. The City is financially accountable for these entities and are reported as blended component units.

- **Business-type Activities**—The City's enterprise activities of electric, water, wastewater, solid waste, natural gas, golf course, local transportation, and school-age child care are reported in this area. Unlike governmental activities, these services are supported by charges paid by users based on the amount of the service they use.

The City's business-type activities also include the activities of a separate legal entity, the Roseville Natural Gas Financing Authority. The City is financially accountable for this entity and is reported as a blended component unit.

Fund Financial Statements

The Fund Financial Statements provide detailed information about each of the City's most significant funds, called Major Funds. Each Major Fund is presented individually, with all Non-major Funds summarized and presented only in a single column. Subordinate schedules present the detail of these Non-major Funds. Major Funds present the major activities of the City for the year, and may change from year to year as a result of changes in the pattern of the City's activities.

Four out of eight of the City's Enterprise Funds are reported as Major Funds. The City has one major governmental fund.

Fund Financial Statements include governmental and proprietary funds as discussed below.

Governmental Fund Financial Statements are prepared on the modified accrual basis. This means they measure only current financial resources and uses. Capital assets and other long-lived assets, along with long-term liabilities, are not presented in the Governmental Fund Financial Statements.

Enterprise and Internal Service Fund Financial Statements are prepared on the full-accrual basis, and include all of their assets, deferred outflows of resources, liabilities, deferred inflows of resources, and net position.

Since the City's Internal Service Funds provide goods and services only to the City's governmental and business-type activities, their activities are reported only in total at the Fund level. Internal Service Funds may not be Major Funds, because their revenues are derived from other City Funds. These revenues are eliminated in the Government-wide Financial Statements and any related profits or losses are returned to the activities which created them, along with any residual net position of the Internal Service Funds.

Comparisons of budget and actual financial information are presented only for the General Fund, as required by financial reporting standards.

Fiduciary Statements

The City's fiduciary activities are reported in the separate Statement of Fiduciary Net Position and the Statement of Changes in Fiduciary Net Position. These activities are excluded from the City's other financial statements because the City cannot use these assets to finance its own operations.

FINANCIAL ACTIVITIES OF THE CITY AS A WHOLE

This analysis focuses on the City's net position and changes of its governmental and business-type activities for the fiscal year ending June 30, 2016. As noted earlier, the City's total assets and deferred outflows of resources exceeded total liabilities and deferred inflows of resources by \$2,398.1 million at the end of the fiscal year, and improvement in net position of \$122.8 million.

Table 1
Statement of Net Position at June 30
(in Millions)

	Governmental Activities		Business-type Activities		Government-Wide Activities	
	2016	2015	2016	2015	2016	2015
Assets						
Cash and Investments	\$ 264.4	\$ 242.8	\$ 296.3	\$ 258.3	\$ 560.7	\$ 501.1
Other Assets	87.6	69.2	401.8	402.7	489.4	471.9
Capital Assets	903.4	858.0	1,518.2	1,506.4	2,421.6	2,364.4
Total Assets	1,255.4	1,170.0	2,216.3	2,167.4	3,471.7	3,337.4
Deferred Outflows of Resources						
Deferred Amounts related to Pensions	18.5	17.3	8.5	4.2	27.0	21.5
Accumulated Decrease in Fair Value of Hedging Derivatives			34.3	30.7	34.3	30.7
Deferred Amounts related to Pensions			5.9	7.6	5.9	7.6
Total Deferred Outflows of Resources	18.5	17.3	48.7	42.5	67.2	59.8
Liabilities						
Long-Term Debt Outstanding	28.4	14.0	524.3	539.3	552.7	553.3
Other Liabilities	277.3	259.1	179.5	162.7	456.8	421.8
Total Liabilities	305.7	273.1	703.8	702.0	1,009.5	975.1
Deferred Inflows of Resources						
Accumulated Increase in Fair Value of Hedging Derivatives			110.8	111.0	110.8	111.0
Deferred Amounts related to Pensions	15.2	24.6	5.3	11.2	20.5	35.8
Total Deferred Inflows of Resources	15.2	24.6	116.1	122.2	131.3	146.8
Net Position						
Net Investment in Capital Assets	875.0	844.0	1,156.7	1,137.5	2,031.7	1,981.5
Restricted	171.6	139.7	33.3	34.0	204.9	173.7
Unrestricted	(93.6)	(94.1)	255.1	214.2	161.5	120.1
Total Net Position	\$ 953.0	\$ 889.6	\$1,445.1	\$1,385.7	\$2,398.1	\$2,275.3

The largest portion of the City's net position is recorded in the net investment in capital asset category of \$2,031.7 million. This category reports capital assets less any related outstanding debt that was used to acquire those assets. The City uses these capital assets to provide services to its citizens.

The restricted portion of the City's net position of \$204.9 million represents resources that are restricted for use by external sources. The remaining net position of \$161.1 million is unrestricted and can be used to meet the ongoing obligations of the City.

Government Activities – Net Position

This analysis focus on the net position and changes in net position of the City's Governmental Activities, presented in the Government-wide Statement of Net Position and Statement of Activities.

Table 2
Governmental Activities Net Position at June 30
(in Millions)

	<u>2016</u>	<u>2015</u>	<u>Increase/ Decrease</u>
Assets			
Cash and Investments	\$ 264.4	\$ 242.8	\$ 21.6
Other Assets	87.6	69.2	18.4
Capital Assets	903.4	858.0	45.4
Total Assets	<u>1,255.4</u>	<u>1,170.0</u>	<u>85.4</u>
Deferred Amounts related to Pensions	<u>18.5</u>	<u>17.3</u>	<u>1.2</u>
Liabilities			
Long-Term Debt Outstanding	28.4	14.0	14.4
Other Liabilities	277.3	259.1	18.2
Total Liabilities	<u>305.7</u>	<u>273.1</u>	<u>32.6</u>
Deferred Amounts related to Pensions	<u>15.2</u>	<u>24.6</u>	<u>(9.4)</u>
Net Position			
Net Investment in Capital Assets	875.0	844.0	31.0
Restricted	171.6	139.7	31.9
Unrestricted	(93.6)	(94.1)	0.5
Total Net Position	<u>\$ 953.0</u>	<u>\$ 889.6</u>	<u>\$ 63.4</u>

The City's governmental net position increased by \$63.4 million to \$953 million as of June 30, 2016.

The City's net position increased due to the following:

- Cash and investments increased by \$21.6 million, primarily due to a bond proceeds and positive changes in net position.
- Capital assets net of depreciation increased by \$45.4 million due to donated land for parks of \$18.1 million and additions to construction in progress for the new City building at 316 Vernon Street of \$14.4 million and other capital projects.
- Long-term debt outstanding increased by \$14.4 million due to the issuance of the 2015 316 Vernon Street Project Lease bonds to partially finance the construction costs of a new City building.
- Long-term liabilities increased primarily due to the increases in the net OPEB obligation by \$5.1 million and the Net Pension Obligation by \$6.8 million.

Governmental Activities – Revenues and Expenses

The Table below shows that governmental activities net position increased by \$63.4 million from the prior year to \$953 million.

Table 3
Changes in Governmental Activities Net Position
for the year ended June 30
(in Millions)

	<u>2016</u>	<u>2015</u>	<u>Increase/ Decrease</u>
Revenues			
Program Revenues:			
Charges for Services	\$ 29.4	\$ 29.8	\$ (0.4)
Operating Grants and Contributions	18.7	12.4	6.3
Capital Grants and Contributions	38.6	29.8	8.8
Total Program Revenues	<u>86.7</u>	<u>72.0</u>	<u>14.7</u>
General Revenues:			
Taxes/Intergovernmental	100.9	92.1	8.8
Use of Money and Property	3.1	1.8	1.3
Miscellaneous	0.2	2.1	(1.9)
Total General Revenues	<u>104.2</u>	<u>96.0</u>	<u>8.2</u>
Total Revenues	<u>190.9</u>	<u>168.0</u>	<u>22.9</u>
Expenses			
General Government	24.2	33.3	(9.1)
Development and Operations	21.7	20.7	1.0
Public Works	12.8	17.2	(4.4)
Police	34.2	33.8	0.4
Fire	28.3	28.7	(0.4)
Library	4.7	4.7	-
Parks and Recreation	21.3	21.7	(0.4)
Housing Assistance Payments	4.1	4.1	-
Interest on Long-Term Debt	1.1	0.5	0.6
Total Expenses	<u>152.4</u>	<u>164.7</u>	<u>(12.3)</u>
Changes in Net Position before transfers	38.5	3.3	35.2
Transfers	24.9	27.7	(2.8)
Changes in Net Position after transfers	<u>63.4</u>	<u>31.0</u>	<u>32.4</u>
Net Position-Beginning	<u>889.6</u>	<u>858.6</u>	<u>31.0</u>
Net Position-Ending	<u>\$ 953.0</u>	<u>\$ 889.6</u>	<u>\$ 63.4</u>

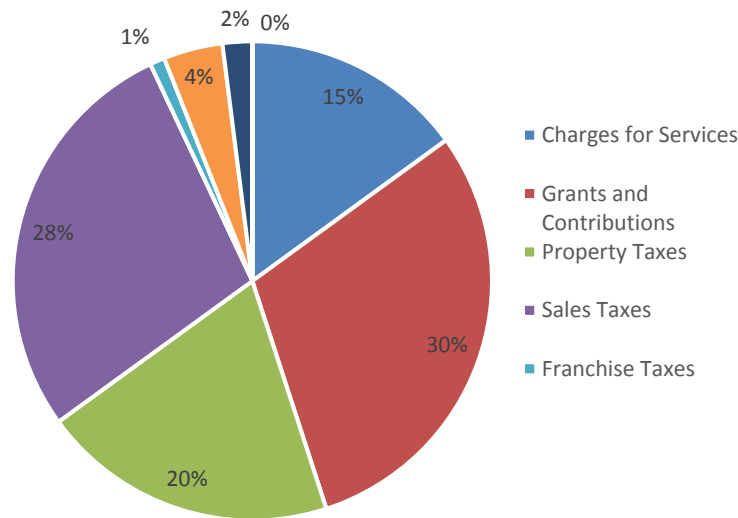
Program revenues were composed of charges for services of \$29.4 million that include permit revenues, fees, and charges used to fund expenses incurred in providing services; \$18.7 million of operating grants and contributions which include gas tax revenues, housing, and police grants; and capital grants and contributions of \$38.6 million that consist mainly of street project grants, developer impact fees restricted to capital outlay.

General Revenues-Taxes/Intergovernmental showed an increase of \$8.8 million primarily due to the sunset of the triple-flip and final true-up payments. General revenues are not allocable to programs and are used to pay the net cost of governmental programs.

Total Expenses decreased by \$12.3 million primarily due to decrease in general government and decreases in public works.

Governmental Activities – Revenues by Source

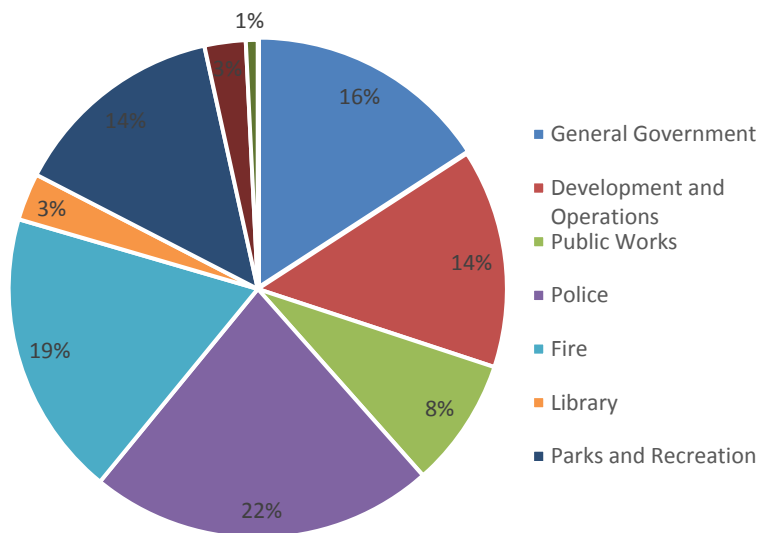
The chart below describes the revenues by source for Governmental Activities.



As the Sources of Revenue Chart shows, \$79.0 million, or 43% of the City's fiscal year 2016 governmental revenue came from program revenues and \$105.2 million, or 57%, came from general revenues such as taxes and interest.

Governmental Activities – Functional Expenses

The functional expenses chart below includes only current year expenses for Governmental Activities.



The Functional Expenses Chart above includes only current year expenses. Capital outlay is excluded as these expenses are added to the City's capital assets. As the Chart shows, general government was \$24.2 million or 16% of total governmental activities expenses, development and operations was \$21.7 million or 19%, public works was \$12.8 million or 8%, police was \$34.2 million or 22%, fire was \$28.3 million or 14%, parks and recreation was \$21.3 million or 14%, and the remainder came from other governmental programs and functions, as shown above.

Business-type Activities – Net Position and Changes in Net Position

The Statement of Net Position and Statement of Activities present a summary of the City's Business-type Activities that are composed of the City's enterprise funds.

Table 4
Business-Type Activities Net Position at June 30
(in Millions)

	<u>2016</u>	<u>2015</u>	<u>Increase/ Decrease</u>
Assets			
Cash and Investments	\$ 296.3	\$ 258.3	\$ 38.0
Other Assets	401.8	402.7	(0.9)
Capital Assets	1,518.2	1,506.4	11.8
Total Assets	<u>2,216.3</u>	<u>2,167.4</u>	<u>48.9</u>
Deferred Outflows of Resources			
Deferred Amount on Refunding	8.5	4.2	4.3
Accumulated Decrease in Fair Value of Hedging Derivatives	34.3	30.7	3.6
Deferred Amounts related to Pensions	5.9	7.6	(1.7)
Total Deferred Outflows of Resources	<u>48.7</u>	<u>42.5</u>	<u>6.2</u>
Liabilities			
Long-Term Debt Outstanding	524.3	539.3	(15.0)
Other Liabilities	179.5	162.7	16.8
Total Liabilities	<u>703.8</u>	<u>702.0</u>	<u>1.8</u>
Deferred Inflows of Resources			
Accumulated Increase in Fair Value of Hedging Derivatives	110.8	111.0	(0.2)
Deferred Amounts related to Pensions	5.3	11.2	(5.9)
Total Deferred Inflows of Resources	<u>116.1</u>	<u>122.2</u>	<u>(6.1)</u>
Net Position			
Net Investment in Capital Assets	1,156.7	1,137.5	19.2
Restricted	33.3	34.0	(0.7)
Unrestricted	255.1	214.2	40.9
Total Net Position	<u>\$ 1,445.1</u>	<u>\$ 1,385.7</u>	<u>\$ 59.4</u>

The net position of business-type activities amounted to \$1,445.1 million in fiscal year 2016, an increase of \$59.4 million from fiscal year 2015. The City's net position increased due to the following:

- Cash and investments increased by \$38.0 million and capital assets increased by \$11.8 million, primarily due to new development.
- Long-term debt outstanding decreased by \$15.0 million from refundings and scheduled retirements of outstanding debt.
- Other liabilities increased primarily due to an increase in the net pension liability and derivative at fair value liability by \$4.8 million and \$3.7 million, respectively.

Table 5
Changes in Business-Type Activities Net Position
for the year ended June 30
(in Millions)

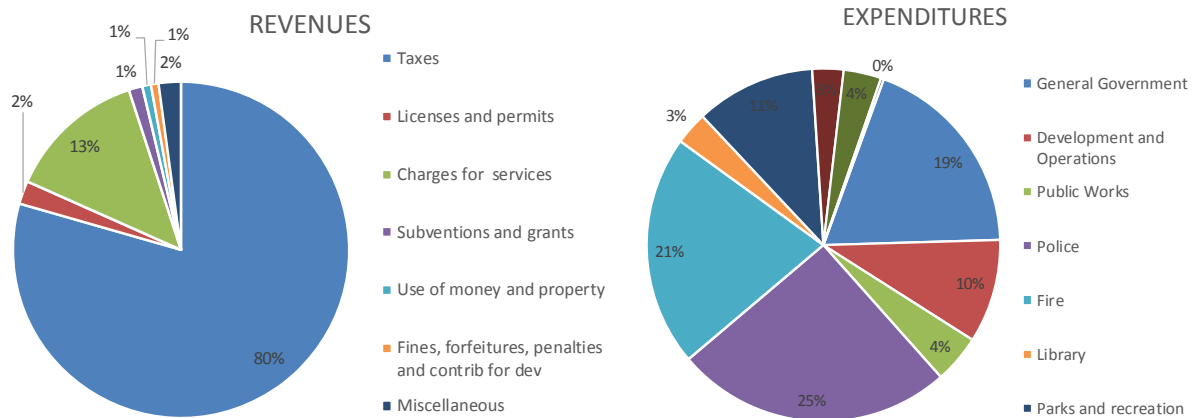
	Business-Type Activities		Increase/ Decrease
	2016	2015	
Revenues			
Program Revenues			
Charges for Services	272.4	270.0	2.4
Operating Grants and Contributions	5.9	14.3	(8.4)
Capital Grants and Contributions	55.8	50.7	5.1
Total Program Revenues	334.1	335.0	(0.9)
General Revenues			
Use of Property and Money	12.1	11.3	0.8
Total Revenues	346.2	346.3	(0.1)
Expenses			
Electric Fund	\$ 141.8	\$ 139.3	\$ 2.5
Water Fund	26.7	25.1	1.6
Wastewater Fund	34.6	34.6	-
Solid Waste Fund	17.8	17.0	0.8
Natural Gas	25.2	25.6	(0.4)
Golf Course Fund	2.5	2.6	(0.1)
Local Transportation Fund	8.0	8.9	(0.9)
School-Age Child Care Fund	5.3	3.7	1.6
Loss on Sale of Capital Assets	-	2.0	(2.0)
Total Expenses	261.9	258.8	3.1
Change in Net Position before Transfers	84.3	87.5	(3.2)
Transfers	(24.9)	(27.7)	2.8
Changes in Net Position	59.4	59.8	(0.4)
Net Position-Beginning	1,385.7	1,325.9	59.8
Net Position-Ending	\$ 1,445.1	\$ 1,385.7	\$ 59.4

Business-type activities program revenues and interest revenue were \$346.2 million while Business-type activities expenses, transfers out, and loss on sale of capital assets were \$286.8 million in 2016. Major-enterprise fund activity is discussed in the Proprietary Funds section.

Analyses of Major Governmental Funds

General Fund

Fiscal Year 2016 General Fund Activity



General Fund revenues increased by \$7.1 million from the prior year, primarily due to increases in taxes of \$9.4 million and a decrease in subventions and grants by \$1.5 million. Total actual revenues were less than the final budget by \$0.4 million, with the following major breakdown:

- Taxes were more than budget by \$1.3 million as taxes were higher than expected.
- Charges for services and miscellaneous revenues were less than budget by \$1.5 million, \$0.7 million, respectively.

General Fund expenditures increased by \$7.7 million from the prior year, primarily due to increases in general government increasing by \$1.2 million, public safety of \$4.1 million, and debt service by \$1.4 million. Expenditures were also \$5.8 million less than budget. The original budget was increased by a net \$9.3 million, from encumbrances and incomplete capital projects carried over from fiscal year 2015. The following is a list of the major differences:

Salaries and benefits

- Salaries and benefits in aggregate was under budget by \$808 thousand due to unfilled positions.

Operating services and supplies

- General Government in aggregate was under budget by \$1.2 million due to the litigation reserve and certain contracts and services not being expended.
- Information technology in aggregate was under budget by \$674 thousand due to upgrade projects being delayed or not completed.
- Placer Ranch was under budget by \$1.1 million as the project was delayed and subsequently cancelled.
- Full cost/consolidated billing were under budget by \$765 thousand due to delayed or not yet completed projects.

As of June 30, 2016, the General Fund's fund balance totaled \$60.6 million, including \$12.1 million nonspendable, mostly for notes receivable, \$3.1 million assigned to various contracts, and the balance of \$45.4 million considered unassigned. Only the unassigned portion of fund balance represents available liquid resources, since the nonspendable and assigned portions is represented by non-cash assets or by open purchase orders.

Non-Major Governmental Funds

These funds are not presented separately in the Basic Financial statements, but are individually presented as Supplemental Information.

Analysis of Major Proprietary Funds

Electric Fund

Net Position of the Electric Fund increased \$27.7 million in fiscal year 2016 to a total of \$322.3 million, primarily due to increased development and a decrease in operating expenses. As of June 30, 2016, of the net position of \$322.3 million, \$208.8 million was invested in capital assets, \$16.5 million was restricted for debt service, \$6.6 restricted for the benefit of rate payers, and \$90.4 million was unrestricted. In fiscal year 2016, electric rates will be restructured by increasing the energy consumption charge and decreasing the monthly flat fee.

Water Fund

Net Position of the Water Fund increased \$15.4 million in fiscal year 2016, primarily due to new development and additional capital contributions. As of June 30, 2016, the Fund's Net Position was \$493.5 million, of which \$432.9 million was invested in capital assets, \$4.1 million was restricted for debt service, and \$56.4 million was unrestricted as to use. Effective July 1, 2016, water rates will increase by 12 percent and the increase will apply to both the monthly service charge and uniform volumetric rate.

Wastewater Fund

Net Position of the Wastewater Fund increased \$17.1 million in fiscal year 2016, primarily due to increases in charges for services for rate changes. As of June 30, 2016, the Fund's Net Position was \$587.3 million, of which \$482.2 million was invested in capital assets, \$4.8 million was restricted for debt service, and \$100.3 million was unrestricted as to use. Effective July 1, 2016 wastewater rates will increase by 6.5 percent raising the current rate from \$32.60 to \$34.70 a month per household.

Solid Waste Fund

Net Position of the Solid Waste Fund increased \$1.4 million in fiscal year 2016, primarily due to increases in charges for services for rate restructuring. As of June 30, 2016, the Fund's Net Position was \$18.4 million, of which \$4.3 million was invested in capital assets and \$14.1 million was unrestricted as to use. There are no scheduled rate changes for fiscal year 2017.

Roseville Natural Gas Financing Authority

This fund was created as the financing mechanism to purchase pre-paid natural gas for the Roseville Energy Park (REP), an electric power plant, through the issuance of revenue bonds. \$156.9 million remains due in bonds payable, while the pre-paid natural gas is \$159.3 million. Net Position of the Roseville Natural Gas Financing Authority Fund increased \$0.2 million in fiscal year 2016 to \$3.7 million which is unrestricted as to use.

Non-Major Enterprise Funds

These funds are presented in the Basic Financial statements, but are identified as non-major enterprise funds.

CAPITAL ASSETS

In fiscal year 2002, the City started recording the cost of its infrastructure assets and computed the amount of accumulated depreciation for these assets based on their original acquisition dates. Infrastructure includes roads, bridges, signals and similar assets used by the entire population. The cost of infrastructure and other capital assets recorded on the City's financial statements is as shown in table below:

Table 6
Capital Assets at Year End
(in Millions)

	<u>2016</u>	<u>2015</u>	<u>Increase/ Decrease</u>
Governmental Activities			
Land	\$ 56.6	\$ 38.0	\$ 18.6
Streets (modified)	305.5	301.1	4.4
Parks (modified)	98.2	97.5	0.7
Landscaping (modified)	47.6	46.7	0.9
Construction in Progress	47.8	26.7	21.1
Buildings	133.7	134.3	(0.6)
Improvements	8.1	7.1	1.0
Equipment	82.3	77.4	4.9
Bike Paths	9.0	9.1	(0.1)
Bridges	70.5	70.5	0.0
Culverts	20.7	20.7	0.0
Curb, Gutter, Sidewalk, & Median Curbs	161.8	157.0	4.8
Drain Inlets	21.6	21.6	0.0
Flood Control Improvements	20.4	20.4	0.0
Soundwall	36.8	36.6	0.2
Stormdrains	88.5	85.4	3.1
Less: Accumulated Depreciation	<u>(305.7)</u>	<u>(292.1)</u>	<u>(13.6)</u>
Governmental Activities Capital Assets, Net	<u>\$ 903.4</u>	<u>\$ 858.0</u>	<u>\$ 45.4</u>
	<u>2016</u>	<u>2015</u>	<u>Increase/ Decrease</u>
Business-Type Activities			
Land	\$ 17.0	\$ 17.0	
Landscaping (modified)	0.6	0.6	
Construction in Progress	51.8	43.7	\$ 8.1
Buildings	26.9	26.8	0.1
Improvements	18.8	18.6	0.2
Machinery and Equipment	29.2	29.1	0.1
Bike Paths	5.4	4.5	0.9
Bridges	1.7	1.7	0.0
Culverts, drains, curbs	0.4	0.4	0.0
Curb, gutter, sidewalk, and median curbs	0.5	0.1	0.4
Flood control improvements	8.8	8.8	0.0
Traffic Signals	49.1	48.6	0.5
Plant and Substations	362.9	363.2	(0.3)
Distribution	1,332.5	1,288.0	44.5
Generation	202.8	202.7	0.1
Less: Accumulated Depreciation	<u>(590.3)</u>	<u>(547.4)</u>	<u>(42.9)</u>
Business-Type Activities Capital Assets, Net	<u>\$ 1,518.1</u>	<u>\$ 1,506.4</u>	<u>\$ 11.7</u>

Detail on capital assets, current year additions and construction in progress can be found in Note 8.

The City depreciates all its capital assets over their estimated useful lives, except for streets, parks and landscaping, which are reported using the Modified Approach. The purpose of depreciation is to spread the cost of a capital asset over the years of its useful life so that an allocable portion of the cost of the asset is borne by all users. Additional information on depreciable lives may be found in Note 8 to the financial statements. The Modified Approach requires the City to employ an asset management system that maintains a current inventory of these assets, estimates annual costs to maintain them, and assesses the condition of the assets in a replicable way.

The City uses a computerized Pavement Management System to track the condition levels of each of the street sections. The City has adopted a policy of maintaining arterial and collector roadways at an average Pavement Quality Index (PQI) of 72 and residential roadways at an average PQI of 65, which means that, on average, the City's streets must be maintained at no less than 69% of pavement in perfect condition.

At June 30, 2016, the City's streets averaged 71 PQI for arterial and collector roadways and 70 PQI for residential roadways. The City expended \$6.2 million on preservation of its streets in fiscal year 2016, compared to the budgeted amount of \$15.2 million. A portion of the 2016 budget will be carried forward to subsequent years, the budget without carryforward funds for 2017 is \$6.0 million.

The City uses a computerized Grounds Management System to track the condition levels of each of the parks and landscaping. The City has adopted a policy of maintaining parks and landscaping at an average Ground Management Index (GMI) of Level 3, which means that, on average, the City's parks and landscaping must be maintained at no less than 78% of parks and landscaping maintained at a state-of-the-art level.

At June 30, 2016, the City's parks and landscaping averaged 3 GMI. The City expended \$5.5 million on preservation of its parks and landscaping in fiscal year 2016, compared to the budget of \$5.4 million, and plans to spend \$5.7 million in fiscal year 2017.

DEBT ADMINISTRATION

The City made all scheduled repayments of existing debt. Each of the City's debt issues is discussed in detail in Note 9 to the financial statements. As of June 30, the City's debt comprised:

Table 7
Outstanding Debt
(in Millions)

	<u>2016</u>	<u>2015</u>	<u>Increase/ Decrease</u>
Governmental Activities Debt:			
Lease:			
2013 Public Facilities Refunding, 2.15%, due 8/1/25	\$ 9.1	\$ 9.9	\$ (0.8)
2015 316 Vernon Street Project, 2.00%-5.00%, due 2/1/34	14.4		14.4
Add: deferred debt premium	0.8		
Capital Lease Obligations:			
Equipment	0.1	0.1	
Loans:			
Successor Agency	4.0	4.0	
Total Governmental Activities Debt:	<u>\$ 28.4</u>	<u>\$ 14.0</u>	<u>\$ 13.6</u>
Business-type Activities Debt:			
Certificates of Participation:			
2009 Electric System Revenue Refunding, 2.00%-5.25%, due 2/1/2	\$ 16.1	\$ 17.7	\$ (1.6)
Add deferred bond premium	0.2	0.2	
2012 Electric System Revenue Refunding, variable rate, due 2/1/35	90.0	90.0	
2007 Water Utility Revenue, 4.00%-5.00%, due 12/1/27		40.5	(40.5)
Add deferred bond premium		1.7	(1.7)
2015 Water Utility Revenue, 2.00%-5.00%, due 12/1/29	39.9		39.9
Add deferred bond premium	6.4		6.4
Total Certificates of Participation	<u>152.6</u>	<u>150.1</u>	<u>2.6</u>
Revenue Bonds:			
2007 Gas Revenue Bonds			
4.00%-5.00%, due 2/15/28	148.9	157.7	(8.8)
Add: deferred bond premium	8.1	8.8	(0.7)
2010 Electric System Revenue Refunding			
2.00%-5.00%, due 2/1/37	54.1	54.5	(0.4)
Add: deferred bond premium	2.1	2.3	(0.2)
2013 Electric System Revenue Refunding			
2.00%-5.00%, due 2/1/29	43.8	47.9	(4.1)
Add: deferred bond premium	4.8	5.2	(0.4)
2011 Refunding Wastewater Revenue Bonds, Series C			
1.00%-5.25%, due 11/1/25	31.4	33.7	(2.3)
Add: deferred bond premium	2.0	2.2	(0.2)
2013 Refunding Wastewater Revenue Bonds			
variable rate, due 11/1/35	36.5	36.6	(0.1)
214 Refunding Wastewater Revenue Bonds			
variable rate, due 6/30/30	18.0	18.0	
2014 Refunding Electric System Revenue Bonds			
5.00%, due 2/1/34	16.5	16.5	
Add: deferred bond premium	1.9	2.0	(0.1)
Total Revenue Bonds	<u>368.1</u>	<u>385.3</u>	<u>(17.3)</u>
Lease:			
2013 Public Facilities Refunding (Golf Course), 2.15%, due 8/1/25	3.5	4.0	(0.5)
Total Business-type Activities Debt:	<u>\$ 524.2</u>	<u>\$ 539.3</u>	<u>\$ (15.1)</u>

COMMUNITY FACILITIES/ASSESSMENT DISTRICTS DEBT

Community facilities districts and assessment districts in different parts of the City have also issued debt to finance infrastructure and facilities construction in their respective districts. As of June 30, 2016, a total of \$328.5 million in community facilities district and assessment district debt was outstanding, representing fifteen issues by community facilities districts and one issue by assessment districts. This debt is secured only by special tax liens and assessments on the real property in the district issuing the debt and is not the City's responsibility; however, the City does act as the agent in the collection and remittance of special taxes and assessments for these Districts. Further detail on this debt may be found in Note 9S to the financial statements.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This Annual Financial Report is intended to provide citizens, taxpayers, investors, and creditors with a general overview of the City's finances. Questions about this Report should be directed to the Finance Department at the City of Roseville at 311 Vernon Street, Roseville, California, 95678.

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BASIC FINANCIAL STATEMENTS

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STATEMENT OF NET POSITION AND STATEMENT OF ACTIVITIES

The purpose of the Statement of Net Position and the Statement of Activities is to summarize the entire City's financial activities and financial position.

The Statement of Net Position reports the difference between the City's total assets and deferred outflows of resources and the City's total liabilities and deferred inflows of resources, including all the City's capital assets and all its long-term debt. The Statement of Net Position focuses the reader on the composition of the City's net position, by subtracting total liabilities and deferred inflows of resources from total assets and deferred outflows of resources and summarizes the financial position of all the City's Governmental Activities in a single column, and the financial position of all the City's Business-Type Activities in a single column; these columns are followed by a Total column that presents the financial position of the entire City.

The City's Governmental Activities include the activities of its General Fund, along with all its Special Revenue, Capital Projects and Debt Service Funds. Since the City's Internal Service Funds service these Funds, their activities are consolidated with Governmental Activities, after eliminating inter-fund transactions and balances. The City's Business Type Activities include all its Enterprise Fund activities and any portion of the Internal Service Fund balances that service Enterprise Funds. Fiduciary activity is excluded.

The Statement of Activities reports increases and decreases in the City's net position. It is also prepared on the full accrual basis, which means it includes all the City's revenues and all its expenses, regardless of when cash changes hands. This differs from the modified accrual basis used in the Fund financial statements, which reflect only current assets, current liabilities, available revenues and measurable expenditures.

Both these Statements include the financial activities of the City, the Roseville Finance Authority, the Roseville Natural Gas Financing Authority, the Roseville Community Development Corporation and the City of Roseville Housing Authority, which are legally separate, but are component units of the City because they are controlled by the City which is financially accountable for the activities of these entities.

CITY OF ROSEVILLE, CALIFORNIA
STATEMENT OF NET POSITION
JUNE 30, 2016

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and Investments in City Treasury	\$ 238,169,691	\$ 261,180,765	\$ 499,350,456
Restricted cash and investments with fiscal agents	26,189,247	35,088,079	61,277,326
Receivables:			
Taxes	8,413,923		8,413,923
Accounts, net of allowance for doubtful accounts	5,845,296	36,683,177	42,528,473
Accrued interest	4,240,721	636,037	4,876,758
Due from other government agencies	18,613,333	10,073,669	28,687,002
Internal balances	4,231,235	(4,231,235)	
Prepays	2,033,776	2,008,787	4,042,563
Developer permit fees receivable	75,450		75,450
Notes receivable	42,418,284		42,418,284
Inventories	922,146	10,794,283	11,716,429
Land held for resale	861,245		861,245
Prepaid purchased gas		159,332,478	159,332,478
Investment in NCPA reserves		3,409,325	3,409,325
Investment in SPWA reserves		72,383,339	72,383,339
Derivative at fair value-asset		110,824,051	110,824,051
Capital assets:			
Capital assets not being depreciated	555,599,846	69,465,595	625,065,441
Capital assets being depreciated, net	347,780,542	1,448,660,628	1,796,441,170
Total Assets	1,255,394,735	2,216,308,978	3,471,703,713
DEFERRED OUTFLOWS OF RESOURCES			
Deferred amount on refunding		5,945,052	5,945,052
Accumulated decrease in fair value of hedging derivative		34,274,419	34,274,419
Deferred outflows related to pensions	18,468,382	8,504,932	26,973,314
Total Deferred Outflows of Resources	18,468,382	48,724,403	67,192,785
LIABILITIES			
Accounts payable	7,747,899	11,094,575	18,842,474
Accrued liabilities	6,827,156	13,356,254	20,183,410
Due to other governments	13,245,422	1,005,989	14,251,411
Deposits	4,168,854	6,983,511	11,152,365
Unearned revenues	969,019	17,759,548	18,728,567
Derivative at fair value-liability		34,274,419	34,274,419
Landfill closure and post closure liability:			
Due in more than one year		1,999,776	1,999,776
Net OPEB obligation:			
Due in more than one year	49,633,209		49,633,209
Compensated absences:			
Due within one year	4,714,151	2,859,202	7,573,353
Due in more than one year	12,138,327	5,920,876	18,059,203
Net pension liability	168,589,924	84,227,472	252,817,396
Self-insurance claims payable and litigation settlement:			
Due within one year	2,060,445		2,060,445
Due in more than one year	7,209,780		7,209,780
Long-term liabilities:			
Due within one year	1,097,167	20,937,141	22,034,308
Due in more than one year	27,315,509	503,341,839	530,657,348
Total Liabilities	305,716,862	703,760,602	1,009,477,464
DEFERRED INFLOWS OF RESOURCES			
Accumulated increase in fair value of hedging derivatives		110,824,051	110,824,051
Deferred inflows related to pensions	15,172,791	5,285,745	20,458,536
Total Deferred Inflows of Resources	15,172,791	116,109,796	131,282,587
NET POSITION			
Net investment in capital assets	874,967,712	1,156,762,308	2,031,730,020
Restricted for:			
Capital projects			
Expendable	148,125,934		148,125,934
Nonexpendable	16,964,800		16,964,800
Debt service	827,834	25,457,307	26,285,141
Community development projects	5,663,031		5,663,031
Local transportation		1,253,756	1,253,756
The benefit of rate payers (AB 32)		6,589,267	6,589,267
Total Restricted	171,581,599	33,300,330	204,881,929
Unrestricted	(93,575,847)	255,100,345	161,524,498
Total Net Position	\$ 952,973,464	\$ 1,445,162,983	\$ 2,398,136,447

See accompanying notes to basic financial statements.

**CITY OF ROSEVILLE, CALIFORNIA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2016**

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position		Total
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	
Governmental Activities:							
General Government	\$ 24,156,228	\$ 4,097,453	\$ 1,360,897	\$ 2,932,605	\$ (15,765,273)		\$ (15,765,273)
Development & operations	21,661,632	8,941,215	9,802,642	48,599	(2,869,176)		(2,869,176)
Public works	12,786,495	30,618	1,210,449	28,365,436	16,820,008		16,820,008
Police	34,215,809	1,354,837	1,125,889		(31,735,083)		(31,735,083)
Fire	28,336,652	1,704,523	461,577	1,183,979	(24,986,573)		(24,986,573)
Library	4,675,146	128,689	92,217		(4,454,240)		(4,454,240)
Parks & recreation	21,289,788	13,093,192	89,898	6,110,433	(1,996,265)		(1,996,265)
Housing assistance payments	4,077,451		4,587,108		509,657		509,657
Interest on long-term debt	1,170,785				(1,170,785)		(1,170,785)
Total Governmental Activities	152,369,986	29,350,527	18,730,677	38,641,052	(65,647,730)		(65,647,730)
Business-type Activities:							
Electric	141,831,457	167,160,777		14,017,957		\$ 39,347,277	39,347,277
Water	26,723,627	22,960,518	1,230,309	20,790,289		18,257,489	18,257,489
Wastewater	34,569,588	34,411,404		20,528,882		20,370,698	20,370,698
Solid Waste	17,778,385	22,403,352	68,777	471,458		5,165,202	5,165,202
Natural Gas	25,179,279	16,572,034				(8,607,245)	(8,607,245)
Golf Course	2,502,782	2,216,692				(286,090)	(286,090)
Local Transportation	7,985,912	1,177,935	4,309,522	693		(2,497,762)	(2,497,762)
School-Age Child Care	5,251,976	5,475,945	270,004			493,973	493,973
Total Business-Type Activities	261,823,007	272,378,657	5,878,612	55,809,279		72,243,541	72,243,541
Total	\$ 414,192,993	\$ 301,729,184	\$ 24,609,289	\$ 94,450,331	(65,647,730)	72,243,541	6,595,811
General Revenues:							
Taxes:							
Property taxes					37,998,872		37,998,872
Sales taxes					52,993,394		52,993,394
Franchise taxes					2,168,413		2,168,413
Other taxes					7,745,155		7,745,155
Use of money and property					3,058,420	12,056,004	15,114,424
Miscellaneous revenues					191,255		191,255
Gain on sale of capital assets					4,729		4,729
Transfers					24,853,427	(24,853,427)	
Total General Revenues and Transfers					129,013,665	(12,797,423)	116,216,242
Change in Net Position					63,365,935	59,446,118	122,812,053
Net Position - beginning					889,607,529	1,385,716,865	2,275,324,394
Net Position - ending					\$ 952,973,464	\$ 1,445,162,983	\$ 2,398,136,447

See accompanying notes to basic financial statements.

FUND FINANCIAL STATEMENTS

Major funds are defined generally as having significant activities or balances in the current year.

The fund described below was determined to be a Major Fund by the City in fiscal year 2016. Individual non-major funds may be found in the Supplemental Information Section.

GENERAL FUND

The General Fund is used for all the general revenues of the City not specifically levied or collected for other City funds and the related expenditures. The General Fund accounts for all financial resources of a governmental unit which are not accounted for in another fund.

CITY OF ROSEVILLE, CALIFORNIA
GOVERNMENTAL FUNDS
BALANCE SHEET
JUNE 30, 2016

	General	Other Governmental Funds	Total Governmental Funds
ASSETS:			
Cash and investments in City Treasury	\$ 33,936,862	\$ 156,699,340	\$ 190,636,202
Restricted cash and investments with fiscal agents		26,189,247	26,189,247
Receivables:			
Taxes	8,413,923		8,413,923
Accounts	2,020,045	3,434,142	5,454,187
Accrued interest	528,998	1,363,938	1,892,936
Due from other government agencies	9,716,709	8,872,523	18,589,232
Due from other funds	69,769	8,058,157	8,127,926
Advances to other funds	7,498,088	195,054	7,693,142
Prepays	68,453		68,453
Developer permit fees receivable	37,725	37,725	75,450
Notes receivable	17,979,293	23,609,790	41,589,083
Inventories	179,563		179,563
Land held for resale		861,245	861,245
	<u>\$ 80,449,428</u>	<u>\$ 229,321,161</u>	<u>\$ 309,770,589</u>
Total Assets			
LIABILITIES:			
Accounts payable	\$ 1,802,716	\$ 5,174,796	\$ 6,977,512
Accrued liabilities	6,080,853	130,980	6,211,833
Due to other funds		8,075,291	8,075,291
Due to other government agencies	36,854	13,208,568	13,245,422
Advances from other funds		8,331,758	8,331,758
Unearned revenue	517,755	451,264	969,019
Deposits	3,501,912	666,942	4,168,854
	<u>11,940,090</u>	<u>36,039,599</u>	<u>47,979,689</u>
Total Liabilities			
DEFERRED INFLOWS OF RESOURCES:			
Unavailable revenue	<u>7,931,881</u>	<u>16,888,480</u>	<u>24,820,361</u>
FUND BALANCES:			
Nonspendable	12,089,564	16,964,800	29,054,364
Restricted		148,224,236	148,224,236
Committed		794,928	794,928
Assigned	3,129,479	10,525,153	13,654,632
Unassigned	45,358,414	(116,035)	45,242,379
	<u>60,577,457</u>	<u>176,393,082</u>	<u>236,970,539</u>
Total Fund Balances			
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 80,449,428</u>	<u>\$ 229,321,161</u>	<u>\$ 309,770,589</u>

See accompanying notes to basic financial statements.

**CITY OF ROSEVILLE, CALIFORNIA
RECONCILIATION OF THE GOVERNMENTAL
FUNDS BALANCE SHEET TO THE
STATEMENT OF NET POSITION
JUNE 30, 2016**

TOTAL FUND BALANCES - TOTAL GOVERNMENTAL FUNDS	\$ 236,970,539
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Amounts reported for Governmental Activities in the Statement of Net Position are different from those reported in the Governmental Funds above because of the following:

CAPITAL ASSETS

Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in the governmental funds	883,647,762
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ALLOCATION OF INTERNAL SERVICE FUND NET POSITION

Internal service funds are used to charge the costs of certain activities such as insurance and post employment benefits. The net position of the internal service funds are therefore included in governmental activities in the statement of net position as follows:

Cash and investments	\$ 47,533,489	
Accounts receivable	391,109	
Accrued interest	2,347,785	
Due from other government agencies	24,101	
Internal balances	4,817,216	
Prepaid expense	1,965,323	
Notes receivable	829,201	
Inventories	742,583	
Capital assets	19,732,626	
Deferred outflows	343,664	
Accounts payable	(770,387)	
Accrued liabilities	(132,755)	
Self-insurance claims payable	(9,270,225)	
Compensated absences	(354,130)	
Net OPEB obligation	(49,633,209)	
Net pension liability	(3,975,584)	
Deferred inflows	<u>(302,251)</u>	14,288,556

LONG-TERM LIABILITIES

Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds:

Long-term debt	(28,412,676)
Interest payable	(482,568)
Compensated absences	(16,498,348)
Net pension liability	(164,614,340)

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

Deferred outflows related to pensions	18,124,718
Deferred inflows related to pensions	(14,870,540)

Unavailable revenue in the governmental funds is revenue in the governmental activities	<u>24,820,361</u>
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NET POSITION OF GOVERNMENTAL ACTIVITIES	<u><u>\$ 952,973,464</u></u>
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See accompanying notes to basic financial statements.

**CITY OF ROSEVILLE, CALIFORNIA
GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2016**

	General	Other Governmental Funds	Total Governmental Funds
REVENUES			
Taxes	\$ 96,548,882	\$ 9,661,058	\$ 106,209,940
Licenses and permits	2,723,234		2,723,234
Charges for services	16,232,572	12,166,312	28,398,884
Subventions and grants	834,196	9,828,692	10,662,888
Use of money and property	1,026,571	2,581,569	3,608,140
Fines, forfeitures and penalties	878,177	314,258	1,192,435
Contributions from developers and others	813,192	4,033,905	4,847,097
Miscellaneous revenues	2,572,309	22,248,186	24,820,495
Total Revenues	<u>121,629,133</u>	<u>60,833,980</u>	<u>182,463,113</u>
EXPENDITURES			
Current:			
General government	25,781,274	527,095	26,308,369
Development and operations	12,914,325	3,128,468	16,042,793
Public works	5,950,751	119,042	6,069,793
Public safety			
Police	34,545,564	20,335	34,565,899
Fire	28,787,595	4,775	28,792,370
Library	4,110,111	10,000	4,120,111
Parks and recreation	14,901,607	6,209,913	21,111,520
Housing assistance payments		4,077,451	4,077,451
Capital outlay	3,879,012	33,942,762	37,821,774
Payments under development agreements	567,619		567,619
Annexation payments	4,076,406		4,076,406
Debt service:			
Principal retirement	34,079	829,813	863,892
Interest and fiscal charges	358,699	720,484	1,079,183
Total Expenditures	<u>135,907,042</u>	<u>49,590,138</u>	<u>185,497,180</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>(14,277,909)</u>	<u>11,243,842</u>	<u>(3,034,067)</u>
OTHER FINANCING SOURCES (USES)			
Debt issued		14,425,000	14,425,000
Premium on debt issued		862,056	862,056
Transfers in	29,773,709	23,429,240	53,202,949
Transfers out	(7,445,691)	(26,948,638)	(34,394,329)
Total Other Financing Sources (Uses)	<u>22,328,018</u>	<u>11,767,658</u>	<u>34,095,676</u>
NET CHANGES IN FUND BALANCES	8,050,109	23,011,500	31,061,609
FUND BALANCES AT BEGINNING OF YEAR	<u>52,527,348</u>	<u>153,381,582</u>	<u>205,908,930</u>
FUND BALANCES AT END OF YEAR	<u>\$ 60,577,457</u>	<u>\$ 176,393,082</u>	<u>\$ 236,970,539</u>

See accompanying notes to basic financial statements.

**CITY OF ROSEVILLE, CALIFORNIA
RECONCILIATION OF THE
NET CHANGE IN FUND BALANCES – TOTAL GOVERNMENTAL FUNDS
TO THE
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2016**

NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS	\$ 31,061,609
Amounts reported for governmental activities in the statement of activities are different because:	
CAPITAL ASSETS TRANSACTIONS	
Governmental funds report capital outlays as expenditures	37,821,774
Non-capitalized capital outlay expenditures are reclassified to various governmental activities	17,477,971
In the statement of activities the cost of capital assets is allocated over their estimated useful lives as depreciation expense (net of depreciation on internal service fund capital assets of \$3,078,743)	(14,464,901)
LONG TERM DEBT TRANSACTIONS	
Issuance of debt and repayment of principal is an other financing source and expenditure, respectively, in the governmental funds but in the statement of net position the transactions increase and reduce long term liabilities	
Payment of debt principal	863,892
Issuance of debt	(14,425,000)
Premium on issued debt	(862,056)
PENSION RELATED ITEMS	
Governmental funds report pension contributions as expenditures. However, in the Statement of Activities, pension expense is measured as the change in net pension liability and the amortization of deferred outflows and inflows related to pensions. This amount represent the net change in pension related amounts	3,715,853
ACCRUAL OF NON-CURRENT ITEMS	
The amounts below included in the Statement of Activities do not provide or (require) the use of current financial resources and therefore are not reported as revenue or expenditures in Governmental Funds (net change):	
Compensated absences	(3,978,528)
Deferred inflows of resources- Unavailable revenues	8,419,381
Interest Payable	(91,602)
ALLOCATION OF INTERNAL SERVICE FUND ACTIVITY	
Internal Service Funds are used by management to charge the costs of certain activities, such as equipment acquisition, maintenance, and insurance to individual funds.	
The portion of the net revenue (expense) of these Internal Service Funds arising out of their transactions with Governmental Funds is reported with governmental activities, because they service those activities.	
Change in Net Position - All Internal Service Funds	(2,172,458)
CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES	<u>\$ 63,365,935</u>

See accompanying notes to basic financial statements.

PROPRIETARY FUNDS

Proprietary funds account for City operations financed and operated in a manner similar to a private business enterprise. The intent of the City is that the cost of providing goods and services be financed primarily through user charges.

The City has identified the funds below as major proprietary funds in fiscal year 2016.

ELECTRIC FUND

This fund accounts for all financial transactions relating to the City's Electric service. Services are on a user charge basis to residents and business owners located in Roseville.

WATER FUND

This fund accounts for all financial transactions relating to the City's Water service. Services are on a user charge basis to residents and business owners located in Roseville.

WASTEWATER FUND

This fund accounts for all financial transactions relating to the City's Wastewater Collection and Treatment. Services are on a user charge basis to residents and business owners located in Roseville.

SOLID WASTE FUND

This fund accounts for all financial transactions relating to the City's Solid Waste service. Services are on a user charge basis to residents and business owners located in Roseville.

ROSEVILLE NATURAL GAS FINANCING AUTHORITY

This fund accounts for financing and purchasing pre-paid natural gas for the generation of power for the Roseville Energy Park.

INTERNAL SERVICE FUNDS

These funds account for activities and services performed by a designated department for other departments in the City.

CITY OF ROSEVILLE, CALIFORNIA
PROPRIETARY FUNDS
STATEMENT OF NET POSITION
JUNE 30, 2016

	Business-Type Activities - Enterprise Funds			
	Electric	Water	Wastewater	Solid Waste
ASSETS:				
Current Assets:				
Cash and investments in City Treasury	\$ 115,359,723	\$ 63,189,149	\$ 48,898,635	\$ 23,578,915
Restricted cash and investments with fiscal agents	17,029,969	9,347,196		
Receivables:				
Accounts, net of allowance for doubtful accounts	23,424,854	5,032,819	4,891,373	2,765,490
Accrued interest	311,460	143,871	95,955	47,218
Due from other government agencies		208,752	718,899	
Prepays	2,008,787			
Notes receivable				
Due from other funds				
Inventories	10,240,800	427,070	72,989	53,424
Total Current Assets	168,375,593	78,348,857	54,677,851	26,445,047
Non-Current Assets:				
Prepaid purchased gas				
Investment in NCPA reserves	3,409,325			
Investment in SPWA reserves			72,383,339	
Advances to other funds				
Derivative at fair value-assets	69,435			
Land and construction in progress	28,205,225	11,408,311	19,325,640	577,813
Capital assets being depreciated, net	406,474,986	465,525,417	550,840,502	3,701,644
Total Non-Current Assets	438,158,971	476,933,728	642,549,481	4,279,457
Total Assets	606,534,564	555,282,585	697,227,332	30,724,504
DEFERRED OUTFLOWS OF RESOURCES:				
Deferred charge on refunding	3,559,310	2,385,742		
Accumulated decrease in fair value of hedging derivatives	27,168,636		7,105,783	
Deferred outflows related to pensions	3,884,489	1,449,848	1,578,660	877,500
Total Deferred outflows of resources	34,612,435	3,835,590	8,684,443	877,500
LIABILITIES:				
Current Liabilities:				
Accounts payable	8,929,655	320,166	935,420	696,946
Accrued liabilities	4,168,824	924,675	2,545,651	418,738
Due to other government agencies	3,496		1,002,493	
Due to other funds				
Current portion of compensated absences	1,402,414	518,324	508,768	217,104
Current portion of long-term debt	6,465,000	2,255,000	2,457,151	
Deposits	2,317,233	44,500		
Unearned revenue	2,780,007			35,340
Self-insurance claims payable				
Total Current Liabilities	26,066,629	4,062,665	7,449,483	1,368,128
Long-term liabilities:				
Advances from other funds				
Long-term debt, non-current portion	222,971,120	44,127,501	85,495,035	
Landfill closure and post closure liability				1,999,776
Compensated absences	2,627,038	1,086,119	1,216,722	534,232
Net OPEB obligations				
Self-insurance claims payable				
Derivative at fair value-liability	27,168,636		7,105,783	
Net pension liability	37,644,806	15,328,586	16,255,065	8,753,659
Total Long-Term Liabilities	290,411,600	60,542,206	110,072,605	11,287,667
Total Liabilities	316,478,229	64,604,871	117,522,088	12,655,795
DEFERRED INFLOWS OF RESOURCES:				
Accumulated increase in fair value of hedging derivatives	69,435			
Deferred inflows related to pensions	2,286,182	1,053,287	1,077,745	554,532
Total Deferred inflows of resources	2,355,617	1,053,287	1,077,745	554,532
NET POSITION:				
Net investment in Capital Assets	208,803,401	432,936,969	482,213,956	4,279,457
Restricted for debt service	16,493,250	4,134,075	4,829,982	
Restricted for local transportation				
Restricted for the benefit of rate payers (AB 32)	6,589,267			
Unrestricted	90,427,235	56,388,973	100,268,004	14,112,220
Total Net Position (deficit)	\$ 322,313,153	\$ 493,460,017	\$ 587,311,942	\$ 18,391,677

See accompanying notes to basic financial statements.

Business-Type Activities Enterprise Funds			
Roseville Natural Gas Financing Authority	Non-Major Enterprise Funds Total	Totals	Governmental Activities Internal Service Funds
\$ 70,028	\$ 10,084,315	\$ 261,180,765	\$ 47,533,489
8,710,914		35,088,079	
	568,641	36,683,177	391,109
115	37,418	636,037	2,347,785
	9,146,018	10,073,669	24,101
		2,008,787	1,965,323
			829,201
			476,834
		10,794,283	742,583
8,781,057	19,836,392	356,464,797	54,310,425
159,332,478		159,332,478	
		3,409,325	
		72,383,339	
			3,601,216
110,754,616		110,824,051	
	9,948,606	69,465,595	501,924
	22,118,079	1,448,660,628	19,230,702
270,087,094	32,066,685	1,864,075,416	23,333,842
278,868,151	51,903,077	2,220,540,213	77,644,267
		5,945,052	
		34,274,419	
	714,435	8,504,932	343,664
	714,435	48,724,403	343,664
834	211,554	11,094,575	770,387
2,791,406	2,506,960	13,356,254	132,755
		1,005,989	
	178,369	178,369	312,700
	212,592	2,859,202	
9,345,000	414,990	20,937,141	
4,621,690	88	6,983,511	
	14,944,201	17,759,548	
			2,060,445
16,758,930	18,468,754	74,174,589	3,276,287
	3,001,000	3,001,000	
147,625,013	3,123,170	503,341,839	
		1,999,776	
	456,765	5,920,876	253,179
			49,633,209
			7,209,780
	6,245,356	34,274,419	
		84,227,472	3,975,584
147,625,013	12,826,291	632,765,382	61,071,752
164,383,943	31,295,045	706,939,971	64,348,039
110,754,616		110,824,051	
	313,999	5,285,745	302,251
110,754,616	313,999	116,109,796	302,251
	28,528,525	1,156,762,308	19,732,626
		25,457,307	
	1,253,756	1,253,756	
		6,589,267	
3,729,592	(8,773,813)	256,152,211	(6,495,936)
\$ 3,729,592	\$ 21,008,468	1,446,214,849	\$ 13,236,690
Adjustment for the net effect of the current year activity between the internal service funds and the enterprise funds			
		(1,051,866)	
Change in net position of business-type activities			
		\$ 1,445,162,983	

**CITY OF ROSEVILLE, CALIFORNIA
PROPRIETARY FUNDS
STATEMENT OF REVENUE, EXPENSES
AND CHANGES IN FUND NET POSITION
FOR THE YEAR ENDED JUNE 30, 2016**

	Business-Type Activities - Enterprise Funds			
	Electric	Water	Wastewater	Solid Waste
OPERATING REVENUES				
Charges for services	\$ 163,762,375	\$ 22,692,348	\$ 34,357,622	\$ 21,769,252
Other	3,398,402	268,170	53,782	634,100
Total Operating Revenues	167,160,777	22,960,518	34,411,404	22,403,352
OPERATING EXPENSES				
Power supply	84,067,732			
Operations	22,930,166	13,923,622	18,896,554	16,899,117
Administration	4,414,756	2,508,961	477,205	629,141
Depreciation and amortization	20,146,429	8,548,657	11,856,087	328,840
Claims expense				
Total Operating Expenses	131,559,083	24,981,240	31,229,846	17,857,098
Operating Income (Loss)	35,601,694	(2,020,722)	3,181,558	4,546,254
NON-OPERATING REVENUES (EXPENSES):				
Interest and rents revenue	1,524,616	832,803	477,274	233,499
Interest and fiscal charges (expenses)	(9,974,522)	(1,401,054)	(3,541,652)	(2,834)
Subventions and grants		1,230,309		68,777
Cost of issuance	(20,964)	(448,220)		
Gain (loss) from sale of property	(525,988)	(12,732)	(15,178)	
Increase (decrease) in SPWA reserves			89,962	
Total Nonoperating Revenues (Expenses)	(8,996,858)	201,106	(2,989,594)	299,442
Income (Loss) Before Contributions and Transfers	26,604,836	(1,819,616)	191,964	4,845,696
Contributions				
Capital contributions - connection/impact fees	1,361,092	6,415,949	6,964,269	471,458
Contributions in aid of construction	4,052,555			
Capital contributions from developers and governmental activities	8,604,310	14,374,340	13,564,613	
Transfer in		2,155,023	1,389,435	27,068
Transfer out	(12,911,612)	(5,672,371)	(4,995,164)	(3,977,590)
Change in net position	27,711,181	15,453,325	17,115,117	1,366,632
Total net position - beginning	294,601,972	478,006,692	570,196,825	17,025,045
Total net position - ending	\$ 322,313,153	\$ 493,460,017	\$ 587,311,942	\$ 18,391,677

See accompanying notes to basic financial statements.

Business-Type Activities Enterprise Funds		Governmental Activities- Internal Service Funds	
Roseville Natural Gas Financing Authority	Non-Major Enterprise Funds Total	Totals	
\$ 16,572,034	\$ 8,481,577	\$ 267,635,208	\$ 12,837,217
	388,995	4,743,449	11,534,624
16,572,034	8,870,572	272,378,657	24,371,841
		84,067,732	
18,172,022	12,992,164	103,813,645	27,365,628
8,250	598,754	8,637,067	
	2,099,482	42,979,495	3,891,387
			1,902,051
18,180,272	15,690,400	239,497,939	33,159,066
(1,608,238)	(6,819,828)	32,880,718	(8,787,225)
8,845,391	142,421	12,056,004	704,660
(6,999,007)	(109,210)	(22,028,279)	
	4,579,526	5,878,612	
		(469,184)	
	6,160	(547,738)	483,029
		89,962	
1,846,384	4,618,897	(5,020,623)	1,187,689
238,146	(2,200,931)	27,860,095	(7,599,536)
	693	693	12,442
		15,212,768	
		4,052,555	
		36,543,263	
	152,580	3,724,106	7,269,825
	(1,020,796)	(28,577,533)	(1,225,018)
238,146	(3,068,454)	58,815,947	(1,542,287)
3,491,446	24,076,922		14,778,977
\$ 3,729,592	\$ 21,008,468		13,236,690
Adjustment for the net effect of the current year activity between the internal service funds and the enterprise funds		630,171	
Change in net position of business-type activities		\$ 59,446,118	

CITY OF ROSEVILLE, CALIFORNIA
PROPRIETARY FUNDS
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2016

	Business-Type Activities - Enterprise Funds				
	Electric	Water	Wastewater	Solid Waste	Roseville Natural Gas Financing Authority
CASH FLOWS FROM OPERATING ACTIVITIES					
Receipts from customers	\$ 166,156,814	\$ 22,090,361	\$ 34,202,873	\$ 21,726,650	\$ 16,553,724
Payments to suppliers	(93,792,394)	(8,738,012)	(12,826,363)	(11,662,338)	(8,747,866)
Payments to employees	(17,617,365)	(8,731,496)	(6,635,866)	(5,801,874)	
Payments to OPEB trust					
Claims paid					
Other receipts	2,959,408	268,169	53,782	634,100	
Net Cash provided by/(used for) Operating Activities	57,706,463	4,889,022	14,794,426	4,896,538	7,805,858
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES					
Subventions and grants		1,033,085		68,777	
Increase/decrease in due from other funds			(838,301)		
Increase/decrease in due to other funds		5,810	58,441	(114,512)	
Increase/decrease in advance to other funds		1,585,418			
Increase/decrease in advances from other funds		(243,150)			
Transfers in		2,155,023	1,389,435	27,068	
Transfers out	(12,911,612)	(5,672,371)	(4,995,164)	(3,977,590)	
Net cash provided by/(used for) Noncapital Financing Activities	(12,911,612)	(1,136,185)	(4,385,589)	(3,996,257)	
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Capital contributions	4,052,555				
Acquisition and construction of capital assets	(10,319,333)	(884,841)	(5,603,827)	(283,932)	
Change in restricted assets	(755,851)	(1,167)			
Proceeds from issuance of debt		2,321,173			
Proceeds from issuance premium		(448,220)			
Issuance costs	(20,964)				
Principal payments on capital debt	(6,824,000)		(2,489,559)		(8,860,000)
Interest paid on capital debt	(9,974,522)	(1,401,054)	(3,377,719)	(2,834)	(7,734,918)
Connection/impact fees	1,361,092	6,415,949	6,964,269	471,458	
Net cash provided by/(used for) Capital and Related Financing Activities	(22,481,023)	6,001,840	(4,506,836)	184,692	(16,594,918)
CASH FLOWS FROM INVESTING ACTIVITIES					
Interest and rents received	1,467,441	833,218	462,368	230,110	8,845,329
Receipts from sale of (payment to acquire) equity instruments, net		(4,799,591)			(24,428)
Net cash provided by/(used for) Investing Activities	1,467,441	(3,966,373)	462,368	230,110	8,820,901
Net increase (decrease) in cash and cash equivalents	23,781,269	5,788,304	6,364,369	1,315,083	31,841
Cash and investments at beginning of period	91,578,454	57,400,845	42,534,266	22,263,832	38,187
Cash and investments at end of period	\$ 115,359,723	\$ 63,189,149	\$ 48,898,635	\$ 23,578,915	\$ 70,028
Reconciliation of Operating Income (Loss)					
to Net Cash provided by/(used for) Operating Activities:					
Operating Income (Loss)	\$ 35,601,694	\$ (2,020,722)	\$ 3,181,558	\$ 4,546,254	\$ (1,608,238)
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities:					
Depreciation and amortization	20,146,429	8,548,657	11,856,087	328,840	
Retirement of capital assets					
Change in Assets and Liabilities:					
Receivables, Net	303,595	(612,084)	(178,788)	(46,665)	
Inventories	(766,257)	22,720	(68,294)	70,362	
Prepays	154,522	72,057			
Prepaid purchased gas					9,597,988
Net OPEB obligation					
Accounts payable and other liabilities	1,719,079	(782,304)	372,364	202,073	(183,892)
Net pension liability and related amounts	(908,223)	(339,302)	(368,501)	(204,445)	
Unearned revenue	1,455,624			119	
Net Cash Provided by (Used for) Operating Activities	\$ 57,706,463	\$ 4,889,022	\$ 14,794,426	\$ 4,896,538	\$ 7,805,858
NON-CASH TRANSACTIONS:					
Capital assets transferred from governmental activities	\$ 336,260	\$ 206,513	\$ 210,798	\$ 40,041	
Contributions of capital assets	\$ 8,268,050	\$ 14,168,161	\$ 13,353,148		
Amortization of bond premium	\$ 604,000	\$ 137,959	\$ 201,973		\$ 735,910
Amortization of deferred amount on refunding	\$ (255,261)	\$ (37,076)			

See accompanying notes to basic financial statements.

Non-Major Enterprise Funds Total	Totals	Governmental Activities- Internal Service Funds
\$ 17,551,988	\$ 278,282,410	\$ 12,877,576
(8,656,868)	(144,423,841)	(11,591,186)
(5,322,424)	(44,109,025)	(4,847,285)
		(8,634,942)
		(2,775,057)
388,995	4,304,454	11,534,624
3,961,691	94,053,998	(3,436,270)
3,390,944	4,492,806	
(8,733,413)	(9,571,714)	
(8,631)	(58,892)	(352,154)
	1,585,418	762,569
(147,000)	(390,150)	
152,580	3,724,106	7,269,825
(1,020,796)	(28,577,533)	(1,225,018)
(6,366,316)	(28,795,959)	6,455,222
693	4,053,248	
(1,692,594)	(18,784,527)	(7,915,859)
	(757,018)	
	2,321,173	
	(448,220)	
	(20,964)	
(407,671)	(18,581,230)	
(109,209)	(22,600,256)	
	15,212,768	
(2,208,781)	(39,605,026)	(7,915,859)
154,219	11,992,685	666,554
	(4,824,019)	
154,219	7,168,666	666,554
(4,459,187)	32,821,679	(4,230,353)
14,543,502	228,359,086	51,763,842
\$ 10,084,315	\$ 261,180,765	\$ 47,533,489
(6,819,828)	\$ 32,880,718	\$ (8,787,225)
2,099,482	42,979,495	3,891,387
13,894	(520,048)	(270,191)
	(741,469)	(88,585)
	226,579	(1,747,853)
	9,597,988	5,171,280
(227,122)	1,100,198	(1,525,256)
(166,564)	(1,987,035)	(79,827)
9,061,829	10,517,572	
\$ 3,961,691	\$ 94,053,998	\$ (3,436,270)
	\$ 793,612	
	\$ 35,789,359	
	\$ 1,679,842	
	\$ (292,337)	

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FIDUCIARY FUNDS

FIDUCIARY FUNDS

Fiduciary funds are presented separately from the Government-wide and Fund financial statements. The City had the following types of fiduciary funds in fiscal year 2016:

Other Post Employment Benefits Trust Fund is used to account for assets held by the City as a trustee agent for the members and beneficiaries of other post-employment benefit plans.

Private-Purpose Trust Funds are used to account for trust arrangements under which principal and income benefit private organizations or other governments.

Agency Funds are used to account for assets held by the City as an agent for individuals, private organizations, and other governments.

The financial activities of these funds are excluded from the City-wide financial statements, but are presented in separate Fiduciary Fund financial statements.

CITY OF ROSEVILLE, CALIFORNIA
FIDUCIARY FUNDS
STATEMENT OF FIDUCIARY NET POSITION
JUNE 30, 2016

	Other Post Employment Benefits Trust Fund	Private-Purpose Trust Funds	Agency Funds
ASSETS:			
Cash and investments in City Treasury		\$ 8,880,691	\$ 137,964,221
Restricted cash and investments with fiscal agents		6,000,551	43,218,052
OPEB Plan Assets:			
Domestic equity funds	\$ 33,045,960		
Fixed income securities	25,289,706		
Miscellaneous (EQUUS)	2,251,498		
Cash equivalents	227,127		
Accounts receivable			2,382,376
Taxes receivable			884,802
Accrued interest receivable		218,821	289,589
Permit fees receivable			1,751
Due from other government agencies			1,991,342
Notes receivable		4,181,516	
Capital Assets:			
Land		74,369	
Total Assets	60,814,291	19,355,948	\$ 186,732,133
LIABILITIES:			
Accounts payable	42,218		\$ 5,651,604
Accrued liabilities		501,268	476,582
Due to other government agencies			193,738
Due to member agencies			121,700,326
Due to bondholders			57,628,674
Due to others			1,081,209
Long-term liabilities:			
Due in one year		1,489,010	
Due in more than one year		52,630,217	
Total Liabilities	42,218	54,620,495	\$ 186,732,133
NET POSITION (DEFICIT):			
Held in trust for retiree health plan benefits	\$ 60,772,073		
Held in trust for private purposes or for other governments		\$ (35,264,547)	

See accompanying notes to basic financial statements.

**CITY OF ROSEVILLE, CALIFORNIA
FIDUCIARY FUNDS
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEAR ENDED JUNE 30, 2016**

	Other Post Employment Benefits Trust Fund	Private-Purpose Trust Funds
ADDITIONS		
Property taxes, net of pass through payments		\$ 2,563,843
Contributions from the City	\$ 10,127,745	
Investment income	1,656,732	147,737
Total Additions	<u>11,784,477</u>	<u>2,711,580</u>
DEDUCTIONS		
General government		33,973
Community services		196,723
Retiree health plan benefits	6,243,079	
Interest and fiscal charges		1,915,300
Total Deductions	<u>6,243,079</u>	<u>2,145,996</u>
CHANGE IN NET POSITION	5,541,398	565,584
Net position (deficit) - beginning of period	<u>55,230,675</u>	<u>(35,830,131)</u>
Net position (deficit) - end of period	<u><u>\$ 60,772,073</u></u>	<u><u>\$ (35,264,547)</u></u>

See accompanying notes to basic financial statements.

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CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Roseville (City) was incorporated on April 10, 1909 under provisions of Act 279, P.A. 1909, as amended (Home Rule City). The City operates under the Council Manager form of government and provides the following services: public safety (police and fire), streets, sanitation, water, solid waste, electric, local transportation, school-age child care, golf course, parks and recreation, public improvements, planning and zoning, library, general administration services, redevelopment and housing.

The financial statements and accounting policies of the City conform with generally accepted accounting principles in the United States of America applicable to governments. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. Significant accounting policies are summarized below:

A. Reporting Entity

The accompanying basic financial statements present the financial activity of the City, which is the primary government presented, along with the financial activities of its component units, which are entities for which the City is financially accountable. Although they are separate legal entities, blended component units are in substance part of the City's operations and are reported as an integral part of the City's financial statements. This City's component units which are described below are all blended.

The **Roseville Finance Authority** is a separate government entity whose purpose is to provide assistance to low and very low income residents in safe and affordable privately owned rental units. The funding for the Authority is from the U.S. Department of Housing and Urban Development. The Authority has the power to purchase bonds issued by any local agency at public or negotiated sale and may sell such bonds to public or private purchasers at public or negotiated sale. The Authority is controlled by the City and has the same governing body as the City, which also performs all accounting and administrative functions for the Authority. The financial activities of the Authority are included in the Roseville Finance Authority Debt Service Fund and Capital Projects Fund.

The **City of Roseville Housing Authority** is a separate government entity whose purpose is to assist with the housing for the City's low and moderate income residents. The Authority is controlled by the City and has the same governing body as the City, which also performs all accounting and administrative functions for the Authority. The financial activities of the Authority are included in the Housing Authority Section 8 Special Revenue Fund.

The **Roseville Natural Gas Financing Authority** is a Joint Exercise Powers Agency created on December 6, 2006, for the purpose of acquiring, financing and supplying natural gas to the City of Roseville. The members of the Authority are the City of Roseville and the former City of Roseville Redevelopment Agency. The Roseville Natural Gas Financing Authority is governed by a five member Board. City Council serves as the governing body of the Authority and officers of the Authority are employees of the City. The financial activities of the Authority have been included in these financial statements in the Roseville Natural Gas Financing Authority Enterprise Fund.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

A. Reporting Entity (Continued)

The **Roseville Community Development Corporation** is a California 501(c)(3) nonprofit public benefit corporation formed in November 2010 by the City and the former Redevelopment Agency under the California Nonprofit Corporation Laws of the State of California. The Corporation was formed for the purpose of implementing the revitalization and economic goals of the City by securing private and public capital through development of both residential and commercial properties as well as developing affordable housing, redeveloping properties to create mixed-use, commercial and office projects, business recruitment and retention, commercial loans, and ongoing property management. As a separate legal entity and non-profit corporation, the corporation can secure funding that is not legally available to the former Redevelopment Agency and its activities can extend outside of the Redevelopment Plan areas.

The Corporation is governed by a volunteer five member board appointed by the City Council. The members, all from the community, have development, financing and business operations related experience. The board has operations, management, budget approval and strategy implementation authority that are separate from the City Council.

The Corporation has established a service agreement with the City to utilize existing City staff to accomplish its initial goals. The financial activities of the Corporation are included in the Roseville Community Development Corporation Special Revenue Fund.

The **City of Roseville Other Post Employment Benefits Trust** is governed by the City's Resolution 10-275 and is used to account for contributions and investment income restricted to pay medical benefits. Benefit and contribution provisions are established by the City Council. Eligibility, actuarial interest rates, administration and certain other tasks are the responsibility of the Council established by the above Resolution. The financial activities of the Plan have been included in these financial statements in the Other Post Employment Benefits Trust Fund.

Financial statements for the Roseville Natural Gas Financing Authority and the Roseville Community Development Corporation may be obtained from the City of Roseville at 311 Vernon Street, Roseville, California, 95678. Separate financial statements for the Roseville Finance Authority, Roseville Housing Authority and City of Roseville Other Post Employment Benefits Trust are not issued.

The California Joint Powers Risk Management Authority, the Local Agency Workers' Compensation Excess Joint Powers Authority, the Highway 65 Joint Powers Authority, and the South Placer Wastewater Authority are not included in the accompanying basic financial statements because they do not meet the above financial accountability criteria as these entities are administered by governing boards separate from and wholly independent of the City.

B. Basis of Presentation

The City's Basic Financial Statements are prepared in conformity with accounting principles generally accepted in the United States of America. The Government Accounting Standards Board is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the United States of America.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Basis of Presentation (Continued)

These Standards require that the financial statements described below be presented.

Government-wide Statements: The Statement of Net Position and the Statement of Activities display information about the primary government, the City and its component units. These statements include the financial activities of the overall City government, except for fiduciary activities. Eliminations have been made to minimize the double counting of internal activities. However, the interfund services provided and used are not eliminated in the process of consolidation. These statements distinguish between the *governmental* and *business-type activities* of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

The Statement of Activities presents a comparison between direct expenses and program revenues for each segment of the business-type activities of the City and for each function of the City's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) charges paid by the recipients of goods or services offered by the programs, (b) grants and contributions that are restricted to meeting the operational needs of a particular program and (c) fees, grants and contributions that are restricted to financing the acquisition or construction of capital assets. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Fund Financial Statements: The fund financial statements provide information about the City's funds, including fiduciary funds and blended component units. Separate statements for each fund category—*governmental*, *proprietary*, and *fiduciary*—are presented. The emphasis of fund financial statements is on major individual governmental and enterprise funds, each of which is displayed in a separate column. All remaining governmental funds are aggregated and reported as nonmajor funds.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. *Nonoperating* revenues, such as subsidies and investment earnings, result from nonexchange transactions or ancillary activities.

C. Major Funds

Major funds are defined as funds that have either assets and deferred outflows of resources, liabilities and deferred inflows of resources, revenues or expenditures/expenses equal to ten percent of their fund-type total and five percent of the grand total. The General Fund is always a major fund. The City may also select other funds it believes should be presented as major funds.

The City reported the following major governmental fund in the accompanying financial statements:

General Fund – This is used as the main operating governmental fund of the City. All the general revenues of the City not specifically levied or collected for other City funds and the related expenditures. The General Fund accounts for all financial resources of a governmental unit which are not accounted for in another fund.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Major Funds (Continued)

The City reported the following enterprise funds as major funds in the accompanying financial statements:

Electric Fund – This fund accounts for all financial transactions relating to the City’s Electric service. Services are on a user charge basis to residents and business owners located in Roseville.

Water Fund – This fund accounts for all financial transactions relating to the City’s Water service. Services are on a user charge basis to residents and business owners located in Roseville.

Wastewater Fund – This fund accounts for all financial transactions relating to the City’s Wastewater Collection and Treatment. Services are on a user charge basis to residents and business owners located in Roseville.

Solid Waste Fund – This fund accounts for all financial transactions relating to the City’s Solid Waste service. Services are on a user charge basis to residents and business owners located in Roseville.

Roseville Natural Gas Financing Authority – This fund accounts for financing and purchasing pre-paid natural gas for the generation of power for the Roseville Energy Park.

The City also reports the following funds:

Internal Service Funds – The funds account for automotive services, automotive replacement, workers’ compensation, general liability, unemployment reserve, vision, dental, section 125, post retirement, and central stores; all of which are provided to other departments on a cost reimbursement basis.

Fiduciary Funds – These funds account for assets held by the City as an agent for various functions. The Endowment Private-Purpose Trust Fund is used to account for assets held by the City as an agent for various endowment funds for the benefits of certain private-purpose trust funds. The Successor Agency to the Redevelopment Agency Private-Purpose Trust Fund accounts for the accumulation of resources to be used for payments at appropriate amounts and times in the future. The Other Post Employment Benefits Trust Fund accounts for the accumulation of resources to be used for retiree medical benefit payments at appropriate amounts and times in the future. The Agency Funds are used to account for assets held by the City as an agency for certain special assessment districts in the City, the City’s payroll revolving fund, various joint power authorities, Dry Creek Drainage Basin, Placer County, South Placer County Tourism Business Improvement District (SPCTBID), Placer County Transportation Authority, and various other programs for the benefits of parties outside of the City. The financial activities of these funds are excluded from the government-wide financial statement, but are presented in separate Fiduciary Fund financial statements.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Basis of Accounting

The government-wide, proprietary, and fiduciary fund financial statements are reported using the *economic resources measurement focus* and the *accrual basis* of accounting. Revenues are recorded when *earned* and expenses are recorded at the time liabilities are *incurred*, regardless of when the related cash flows take place. Agency funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations.

Governmental funds are reported using the *current financial resources* measurement focus and the *modified accrual* basis of accounting. Under this method, revenues are recognized when *measurable* and *available*. The City considers all revenues reported in the governmental funds to be available if the revenues are collected within one hundred twenty (120) days after year-end with the exception of property taxes which is considered available if collected within sixty (60) days. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as *expenditures* in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as *other financing sources*.

Those revenues susceptible to accrual are property, sales and franchise taxes, certain other intergovernmental revenues, certain charges for services and interest revenue. Fines, licenses and permits, and charges for services are not susceptible to accrual because they are not measurable until received in cash.

Non-exchange transactions, in which the City gives or receives value without directly receiving or giving equal value in exchange, include taxes, grants, entitlements, and donations. On the accrual basis, revenue from taxes is recognized in the fiscal year for which the taxes are levied or assessed. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

The City may fund programs with a combination of cost-reimbursement grants, categorical block grants, and general revenues. Thus, both restricted and unrestricted net position may be available to finance program expenditures. The City's policy is to first apply restricted grant resources to such programs, followed by general revenues if necessary.

E. Revenue Recognition for Electric, Water, Wastewater, and Solid Waste Funds

Revenues are recognized based on services rendered to customers. All residential and commercial utility customers are billed once per month. There are twenty-three billing cycles per month which include all types of customers, based on their location within the City. Revenues for services provided but not billed at the end of a fiscal year are accrued.

Contributions of cash or assets to proprietary funds from state and federal agencies, developers and others are recorded as revenue.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

F. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position and balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period and so will *not* be recognized as an outflow of resources (expense/expenditure) until then. The City has several items that qualify for reporting in this category. They are the deferred charge on refunding, accumulated decrease in fair value of hedging derivatives, and deferred outflows related to pensions reported in the government-wide and proprietary fund statements of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The accumulated decrease in fair value of hedging derivatives represents the change in fair value for the City's derivative liabilities that have been determined to be effective. The deferred outflows related to pensions are contributions made to the pension plan subsequent to the measurement of the net pension liability and are described in Note 12.

In addition to liabilities, the statement of net position and balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and so will *not* be recognized as an inflow of resources (revenue) until that time. The City has several types of these items, the accumulated increase in fair value of hedging derivatives and the deferred inflows related to pensions reported in the government-wide and proprietary fund statements of net position, and unavailable revenues reported in the governmental funds. The accumulated increase in fair value of hedging derivatives represents the change in fair value for the City's derivative assets that have been determined to be effective. The deferred inflows related to pensions result from the difference between projected and actual earnings of plan investments and are described in Note 12. Unavailable revenue arises only under a modified accrual basis of accounting. Accordingly, the item, *unavailable revenue*, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from two sources: interest receivable and loans. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

Deferred inflows of resources related to unavailable revenue was comprised of the following at June 30, 2016:

	Interest Receivable	Loans Receivable	Total
General Fund	\$ 465,223	\$ 7,466,658	\$ 7,931,881
Nonmajor Governmental Funds	706,871	8,446,467	9,153,338
	<u>\$ 1,172,094</u>	<u>\$ 15,913,125</u>	<u>\$ 17,085,219</u>

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

G. Property Tax

Placer County assesses properties and bills, collects, and distributes property taxes to the City. The County remits the entire amount levied and handles all delinquencies, retaining interest and penalties. Secured and unsecured property taxes are levied on July 1 of the preceding fiscal year.

Secured property tax is due in two installments, on November 1 and February 1, and becomes a lien on those dates. It becomes delinquent on December 10 and April 10, respectively. Unsecured property tax is due on July 1, and becomes delinquent on August 31. Collection of delinquent accounts is the responsibility of the County, which retains all penalties.

The term “unsecured” refers to taxes on personal property other than real estate, land and buildings. These taxes are secured by liens on the property being taxed. Property tax revenues are recognized by the City in the fiscal year they are assessed provided they become available as defined above.

H. Compensated Absences

Compensated absences comprise unused vacation leave, vested sick pay and certain compensated time off, which are accrued as earned. The City’s liability for compensated absences is recorded in various governmental funds or proprietary funds as appropriate. The liability for compensated absences is determined annually. For all governmental funds, a liability of these amounts is reported only if they have matured, for example, as a result of employee resignations and retirements. The remaining portion is recorded as a liability in the Statement of Net Position. Proprietary funds' liability for compensated absences is recorded in each proprietary fund.

The changes in compensated absence balances were as follows:

	Governmental Activities	Business-Type Activities	Total
Beginning Balance	\$ 12,854,792	\$ 7,447,705	\$ 20,302,497
Additions	8,702,763	2,655,868	11,358,631
Payments	(4,705,077)	(1,323,505)	(6,028,582)
Ending Balance	<u>\$ 16,852,478</u>	<u>\$ 8,780,068</u>	<u>\$ 25,632,546</u>
Current Portion	<u>\$ 4,714,151</u>	<u>\$ 2,859,202</u>	<u>\$ 7,573,353</u>

Compensated absences are liquidated by the fund that has recorded the liability. Governmental activities compensated absences are liquidated primarily by the General Fund.

I. Inventories

Inventories are valued at cost, using the weighted-average method. Inventories of the Governmental Funds consist of expendable supplies held for consumption. The cost is recorded as an expenditure in the Governmental Funds at the time individual inventory items are consumed. Inventories reported in governmental funds are equally offset by nonspendable fund balance which indicates that they do not constitute available spendable resources even though they are a component of net current assets. Inventories of the proprietary funds consist primarily of merchandise held for internal consumption.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

J. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaids. In governmental funds, prepaids are not in spendable form and are therefore included in nonspendable fund balance.

K. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

L. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City's California Public Employees Retirement System (CalPERS) plan and additions to/deductions from the plan's fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

M. Fair Value Measurement

As of July 1, 2015, the Commission retrospectively applied Governmental Accounting Standards Board (GASB) Statement No. 72, *Fair Value Measurement and Application*. GASB Statement No. 72 provides guidance for determining a fair value measurement for reporting purposes and applying fair value to certain investments and disclosures related to all fair value measurements. The Commission categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

N. New Accounting Pronouncements

Effective in this Fiscal Year

GASB Statement No. 72 – In February 2015, GASB issued Statement No. 72, *Fair Value Measurement and Application*. The primary objective of this statement is to define fair value and describe how fair value should be measured, define what assets and liabilities should be measured at fair value, and determine what information about fair value should be disclosed in the notes to the financial statements. The Statement was implemented as of July 1, 2015.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

N. New Accounting Pronouncements (Continued)

Effective in this Fiscal Year (Continued)

GASB Statement No. 73 – In June 2015, GASB issued Statement No. 73, *Accounting and Financial Reporting for Pensions and Related Assets that are Not within the Scope of GASB Statement No. 68, and Amendments to Certain Provisions of GASB Statements No. 67 and No. 68*. The objective of this statement establishes requirements for those pensions and pension plans that are not administered through a trust meeting specified criteria. The Statement is effective for periods beginning after June 15, 2015. The City has determined that the requirements of this statement effective in the current year do not have a material impact on the financial statements.

GASB Statement No. 76 – In June 2015, GASB issued Statement No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*. The objective of this statement is to reduce the GAAP hierarchy to two categories of authoritative GAAP from the four categories under GASB Statement No. 55. The Statement was implemented as of July 1, 2015.

GASB Statement No. 79 – In December 2015, GASB issued Statement No. 79, *Certain External Investment Pools and Pool Participants*. This Statement addresses accounting and financial reporting for certain external investment pools and pool participants. The City has determined that this pronouncement does not have a material impact on the financial statements.

GASB Statement No. 82 – In March 2016, GASB issued Statement No. 82, *Pension Issues – An Amendment of GASB Statements No. 67, No. 68, and No. 73*. This statement addresses issues regarding (1) the presentation of payroll-related measures in required supplementary information, (2) the selection of assumptions and the treatment of deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes, and (3) the classification of payments made by employers to satisfy employee (plan member) contribution requirements. The Statement was implemented as of July 1, 2015.

Effective in Future Fiscal Years

GASB Statement No. 74 – In June 2015, GASB issued Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*. The objective of the Statement is to address the financial reports of defined benefit OPEB plans that are administered through trusts that meet specified criteria. The Statement requires more extensive note disclosures and RSI related to the measurement of the OPEB liabilities for which assets have been accumulated. The Statement is effective for periods beginning after June 15, 2016. The City has not determined the effect, if any, on the financial statements.

GASB Statement No. 75 – In June 2015, GASB issued Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*. The objective of the Statement is to replace the requirements of GASB Statement No. 45. In addition, the Statement requires governments to report a liability on the face of the financial statements for the OPEB provided and requires governments to present more extensive note disclosures and required supplementary information about their OPEB liabilities. The Statement is effective for the periods beginning June 15, 2017. The City has not determined the effect, if any, on the financial statements.

GASB Statement No. 77 – In August 2015, GASB issued Statement No 77, *Tax Abatement Disclosures*. The Statement requires state and local governments to disclose information about tax abatement agreements. The Statement is effective for the periods beginning after December 15, 2015. The City has not determined the effect, if any, on the financial statements.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

N. New Accounting Pronouncements (Continued)

Effective in Future Fiscal Years (Continued)

GASB Statement No. 78 – In December 2015, GASB issued Statement No. 78, *Pensions Provided through Certain Multiple-Employer Defined Benefit Pension Plans*. The objective of this Statement is to address a practice issue regarding the scope and applicability of Statement No. 68, Accounting and Financial Reporting for Pensions. This Statement is effective for reporting periods beginning after December 15, 2015. The City has not determined the effect, if any, on the financial statements.

GASB Statement No. 80 – In January 2016, GASB issued Statement No. 80, *Blending Requirements for Certain Component Units – an amendment of GASB Statement No. 14*. The objective of this Statement is to improve financial reporting by clarifying the financial statement presentation requirements for certain component units. This Statement is effective for reporting periods beginning after June 15, 2016. The City has not determined the effect, if any, on the financial statements.

GASB Statement No. 81 – In March 2016, GASB issued Statement No. 81, *Irrevocable Split-Interest Agreements*. The objective of this Statement is to improve accounting and financial reporting for irrevocable split-interest agreements by providing recognition and measurement guidance for situations in which a government is a beneficiary of the agreement. This Statement is effective for reporting periods beginning after December 15, 2016. The City has not determined the effect, if any, on the financial statements.

NOTE 2 – BUDGETS AND BUDGETARY ACCOUNTING

A. Budgeting Procedures

The City follows these procedures in establishing the budgetary data:

1. The City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following July 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted to obtain taxpayer comments.
3. The budget is legally enacted through passage of minute order and ordinance.
4. The City Manager or designee is authorized to apply prudent monitoring procedures to assure that actual expenditures/expenses of the City do not exceed the appropriations at the major summary categories (salaries and benefits, operating services and supplies, and capital outlay) by organization key within each fund in conformance with the adopted policies set by the City Council. Capital Improvement Projects, including annual projects, may not exceed budget at the total project level. Additional appropriations or interfund transfers not included in the original budget ordinance require approval by the City Council.
5. Expenditures may not legally exceed budgeted appropriations at the organization key level by major summary category within each fund.
6. A formal budgetary process is employed as a management control device during the year.
7. Budgets are adopted for all governmental funds. In addition, the capital projects funds are budgeted on a project length basis and therefore are not comparable on an annual basis.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 2 – BUDGETS AND BUDGETARY ACCOUNTING (CONTINUED)

B. Adjustments to GAAP Basis from Budgetary Basis

City budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP) except that capital projects expenditures are budgeted on a project length basis rather than a fiscal year. The effects of these differences are shown as capital outlay in the budget and actual statements.

C. Encumbrances

Under encumbrance accounting, purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation. Encumbrance accounting is employed as an extension of formal budgetary integration in all budgeted funds. Encumbrances outstanding at year end are reported as restricted, committed or assigned fund balances, as applicable, since they do not constitute expenditures or liabilities and are reappropriated in the following year. Unexpended appropriations lapse at year end and must be carried forward to be reappropriated in the following year.

NOTE 3 – CASH AND INVESTMENTS

The City pools cash from all sources and all funds, except certain specific investments within funds and cash with fiscal agents, so that it can be invested at the maximum yield, consistent with safety and liquidity, while individual funds can make expenditures at any time.

The City and its fiscal agents invest in individual investments and in investment pools. Individual investments are evidenced by specific identifiable pieces of paper called *securities instruments*, or by an electronic entry registering the owner in the records of the institution issuing the security, called the *book entry* system. Individual investments are generally made by the City's fiscal agents as required under its debt issues. In order to maximize security, the City employs the Trust Department of a bank as the custodian of all City managed investments, regardless of their form.

The City's investments are reported at fair value, as required by generally accepted accounting principles. The City adjusts the carrying value of its investments to reflect fair value at each fiscal year end, and it includes the effects of these adjustments in income for that fiscal year.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 3 – CASH AND INVESTMENTS (CONTINUED)

A. Classification

Cash and investments are classified in the financial statements as shown below:

Cash and investments in City Treasury	\$ 499,350,456
Restricted cash and investments with fiscal agents	<u>61,277,326</u>
Total City cash and investments with primary government	560,627,782
 Fiduciary Funds (separate statement)	
Cash and investments in City Treasury	152,991,238
Restricted cash and investments with fiscal agents	<u>45,909,023</u>
Total Cash and Investments	<u><u>\$ 759,528,043</u></u>

Cash and investments as of June 30, 2016, consist of the following:

Cash in bank and on hand	\$ 42,112,167
Investments	<u>717,415,876</u>
Total Cash and Investments	<u><u>\$ 759,528,043</u></u>

Cash and investments with original maturities of three months or less are treated as cash and equivalents for purpose of preparing Proprietary Fund statements of cash flows. Also, each Proprietary Fund's portion of the City's overall cash and investment pool is treated as cash and equivalents since these amounts are in substance demand deposits.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 3 – CASH AND INVESTMENTS (CONTINUED)

B. Investments Authorized by the California Government Code and the City's Investment Policy

The City's Investment Policy and the California Government Code allow the City to invest in the following, provided the credit ratings of the issuers are acceptable to the City; and approved percentages and maturities are not exceeded. The table below also identifies certain provisions of the California Government Code or the City's Investment Policy where it is more restrictive:

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality	Maximum Percentage of Portfolio	Maximum Investment In One Issuer
U.S. Treasury Obligations (A)	5 Years	None	None	None
U.S. Agency Securities (A)	5 Years	None	None	None
Forward Delivery Agreements	N/A	A	None	None
Local Agency Bonds	5 Years	None	None	None
Repurchase Agreements	30 days	None	None	None
Bankers' Acceptances	180 days	None	40%	30%
Commercial Paper	270 days	A-1	25%	10% (B)
Medium-Term Notes	5 Years	A	30%	None
Collateralized Time Deposits	5 Years	None	30%	None
Negotiable Certificates of Deposit	5 Years	A	30%	None
Local Agency Investment Fund (LAIF)	N/A	None	None	\$65 million/account
Insured Saving Accounts	N/A	None	None	None
Money Market Mutual Funds	N/A	None	20%	10%
Shares in a California Common Law Trust	N/A	None	None	None
Interest Rate Swaps (C)	N/A	None	None	None
Supranationals	5 Years	AA-	30%	None
Mortgage Pass-Through Securities	5 Years	AA	20%	None

(A) In specified fund accounts where liquidity is not the primary investment objective, the maximum maturity can be up to ten years with granted express authority by the City Council. Such investments cannot be made less than three months following the approval of extended investment terms. All longer-term investments must be Federal Treasury or Agency securities. The specified fund accounts are:

- Citizens Benefit Permanent Fund
- Roseville Aquatics Complex Maintenance Permanent Fund
- Endowment Private-purpose Trust Fund
- All future trust and/or endowment funds established by the City with no anticipated use of principal

(B) Eligible Commercial Paper may not represent more than 10% of the outstanding paper of an issuing corporation.

(C) Interest rate swaps may only be used in conjunction with enterprise fund debt or investments, not the General Fund. Pursuant to its function as custodian and investment manager of the South Placer Wastewater Authority (Authority), the City invested certain Authority funds in Forward Delivery Agreements which are investments with fixed maturities and which bear interest at a variable rate. To hedge against changes in short-term interest rates, the Authority entered into a swap agreement to create a synthetic fixed interest rate on one of the Forward Delivery Agreements. Risks associated with the Forward Delivery Agreement and associated swap agreement are those of the Authority and not those of the City. Details of the swap agreement and associated risks may be found in the Basic Financial Statements of the Authority.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 3 – CASH AND INVESTMENTS (CONTINUED)

C. Investments Authorized by Debt Agreements

The City must maintain required amounts of cash and investments with trustees or fiscal agents under the terms of certain debt issues. These funds are unexpended bond proceeds or are pledged reserves to be used if the City fails to meet its obligations under these debt issues. The California Government Code requires these funds to be invested in accordance with City resolutions, bond indentures or State statutes. The table below identifies the investment types that are authorized for investments held by fiscal agents. The table also identifies certain provisions of these debt agreements:

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality
U.S. Treasury Obligations	N/A	None
U.S. Agency Securities	N/A	None
Certificates of Deposit	N/A - 30 days	None to A-1
Time Deposits	N/A - 30 days	None to A-1
Repurchase Agreements	N/A - 30 days	None to A
Bankers' Acceptances	N/A - 270 days	None to A-1
Money Market Funds	N/A	None to Aam-G
Taxable Governmental Money Market Portfolio	N/A	None
Commercial Paper	180-270 days	A-1 to AA
Special Revenue Bonds	N/A	AA
Pre-refunded Municipal Obligations	N/A	AAA
Municipal Obligations	N/A	AAA
Common Law Trust	N/A	None
California Asset Management Pool (CAMP)	N/A	None
Lawful Investments	N/A	None
Investment Agreements	N/A	A+ to AA
Local Agency Investment Fund (LAIF)	N/A	None
Placer County Investment Pool	N/A	None
Supranationals	N/A	None
Mortgage Pass-Through Securities	N/A	None

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 3 – CASH AND INVESTMENTS (CONTINUED)

D. Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Normally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The City also manages its interest rate risk by holding most investments to maturity, thus reversing unrealized market gains and losses.

Information about the sensitivity of the fair values of the City's investments (including investments held by bond trustees) to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity or earliest call date:

	Remaining Maturity (in Months)				Total
	12 months or Less	13 to 24 Months	25 to 60 Months	More Than 60 Months	
U.S. Government Securities		\$ 650,533			\$ 650,533
Federal Agency Securities	\$ 42,521,916	94,466,674	\$ 113,948,047	\$ 12,282,480	263,219,117
Forward Purchase Agreement	4,077,511				4,077,511
Corporate Notes	41,255,531	71,409,675	50,189,685		162,854,891
Municipal Bonds		568,763			568,763
Commercial Paper	35,333,544				35,333,544
Money Market Mutual	122,014,218				122,014,218
Guaranteed Investment Contracts (GIC)				6,068,862	6,068,862
Negotiable CD's	10,675,644	46,776,478			57,452,122
Local Agency Investment Fund	56,212,043				56,212,043
California Asset Management Pool	8,964,272				8,964,272
Total	\$ 321,054,679	\$ 213,872,123	\$ 164,137,732	\$ 18,351,342	\$ 717,415,876

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The City reports its investment in LAIF at the fair value amount provided by LAIF, which is the same as the value of the pool share. At June 30, 2016 the fair value was \$34,898 more than the City's cost. The balance is available for withdrawal on demand, and is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. Included in LAIF's investment portfolio are collateralized mortgage obligations, mortgage backed securities, other asset-backed securities, loans to certain state funds, and floating rate securities issued by federal agencies, government-sponsored enterprises, United States Treasury Notes and Bills, and corporations. At June 30, 2016, these investments matured in an average of 167 days. LAIF is not registered with the Securities Exchange Commission and is not rated.

The City is a participant in the California Asset Management Program (CAMP). CAMP is an investment pool offered by the California Asset Management Trust (the Trust). The Trust is a joint powers authority and public agency created by the Declaration of Trust and established under the provisions of the California Joint Exercise of Powers Act (California Government Code Sections 6500 et seq., or the "Act") for the purpose of exercising the common power of its Participants to invest certain proceeds of debt issues and surplus funds. The Pool's investments are limited to investments permitted by subdivisions (a) to (n), inclusive, of Section 53601 of the California Government Code. The City reports its investments in CAMP at the fair value amounts provided by CAMP, which is the same as the value of the pool share. At June 30, 2016, the fair value approximated is the City's cost, and these investments had an average maturity of 41 days.

Money market mutual funds were available for withdrawal on demand and at June 30, 2016 and had an average maturity of 19 days for the Dreyfus U.S. Treasury Money Market Fund and 6 days for the First American Money Market Fund.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 3 – CASH AND INVESTMENTS (CONTINUED)

E. Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the actual rating as of June 30, 2016, for each investment type as provided by Standard and Poor's investment rating system:

	AAA / AAAm	AA+ / AA / AA-	A+ / A / A-	A-1+ / A-1	Total
Investments:					
Federal Agency Securities		\$ 260,657,565			\$ 260,657,565
Forward Purchase Agreement		4,077,511			4,077,511
Corporate Notes		75,658,664	\$ 87,196,227		162,854,891
Municipal Bonds			568,763		568,763
California Asset Management Program	\$ 8,964,272				8,964,272
Certificates of Deposits			9,818,522		9,818,522
Supranational	2,561,552				2,561,552
Commercial Paper				\$ 35,333,544	35,333,544
Total	<u>\$ 11,525,824</u>	<u>\$ 340,393,740</u>	<u>\$ 97,583,512</u>	<u>\$ 35,333,544</u>	<u>484,836,620</u>
Exempt from Credit Rate Disclosure:					
U.S. Government Securities					650,533
Not Rated:					
Local Agency Investment Fund					56,212,043
Money Market Mutual Funds					122,014,218
Certificates of Deposit					47,633,600
Guaranteed Investment Contracts					6,068,862
Total Investments					<u>\$ 717,415,876</u>

F. Concentration of Credit Risk

Investments in any one issuer, other than U. S. Treasury securities, money market mutual funds, and investment pools that represent 5% or more of total Entity-wide investments are as follows at June 30, 2016:

Issuer	Investment Type	Amount
Federal Home Loan Bank	Federal agency securities	\$ 68,306,189
Federal Home Loan Mortgage Corporation	Federal agency securities	82,876,935
Federal National Mortgage Association	Federal agency securities	99,333,150

Investments in any one issuer that represent 5% or more of total investments by individual funds were as follows at June 30, 2016:

Fund	Issuer	Investment Type	Amount
Major Enterprise Funds:			
Roseville Natural Gas Financing Authority	Wachovia Bank	Forward Purchase Agreement	\$ 4,061,960
Water	FSA Security Assurance	Guaranteed Investment Contract	3,918,125

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 3 – CASH AND INVESTMENTS (CONTINUED)

G. Fair Value Measurements

The Pool categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. These principles recognize a three-tiered fair value hierarchy, as follows:

- Level 1: Investments reflect prices quoted for identical assets in active markets;
- Level 2: Investments reflect prices that are based on a similar observable inputs;
- Level 3: Investments reflect prices based on unobservable inputs.

The Pool has the following recurring fair value measurements as of June 30, 2016:

Investments at fair value	Amount	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
U.S. Government Securities	\$ 650,533	\$ 650,533		
Federal Agency Securities	260,657,565		\$ 260,657,565	
Corporate Notes	162,854,891		162,854,891	
Certificates of Deposit	57,452,122		55,695,077	1,757,045
Commercial Paper	35,333,544		35,333,544	
Supranational	2,561,552		2,561,552	
Municipal bonds	568,763		568,763	
Forward Purchase Agreement	4,077,511			4,077,511
Mutual Funds	120,895,107		120,895,107	
Total Investments at fair value	645,051,588	\$ 650,533	\$ 638,566,499	\$ 5,834,556
Investments Measured at Amortized Cost				
Guaranteed Investment Contracts (GICs)	6,068,862			
Investments Measured at Net Asset Value (NAV)				
Money Market Funds	1,119,111			
Investments with uncategorized inputs				
Local Agency Investment Fund	56,212,043			
California Asset Management Program	8,964,272			
Total Investments Measured at NAV	65,176,315			
Total Investments Measured at Fair Value	\$ 717,415,876			

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 4 – INTERFUND TRANSACTIONS

A. Transfers Among Funds

With Council approval, resources may be transferred from one City fund to another. Transfers between funds during the fiscal year ended June 30, 2016, were as follows:

Fund Receiving Transfers	Fund Making Transfers	Amount Transferred	
General Fund	Non-Major Governmental Funds	\$ 8,878,064	(A), (B), (C)
	Electric Enterprise Fund	11,660,316	(A), (B), (C)
	Water Enterprise Fund	3,426,450	(A), (B)
	Wastewater Enterprise Fund	2,358,967	(A), (B)
	Solid Waste Enterprise Fund	1,842,679	(A), (B)
	Non-Major Enterprise Funds	701,555	(A), (B)
	Internal Service Funds	905,678	(A), (B)
Non-Major Governmental Funds	General Fund	2,630,856	(A), (B)
	Non-Major Governmental Funds	17,746,258	(A), (B)
	Electric Enterprise Fund	347,691	(A), (B)
	Water Enterprise Fund	1,044,579	(A), (B), (C)
	Wastewater Enterprise Fund	910,465	(A), (B), (C)
	Solid Waste Enterprise Fund	499,178	(A), (B), (C)
	Non-Major Enterprise Funds	162,055	(B)
	Internal Service Funds	88,158	(B)
Water Enterprise Fund	Solid Waste Enterprise Fund	1,409,478	(A), (B)
	Wastewater Enterprise Fund	745,545	(A)
Wastewater Enterprise Fund	Non-Major Governmental Funds	875	(B)
	Water Enterprise Fund	739,158	(B)
	Solid Waste Enterprise Fund	649,402	(A)
Solid Waste Enterprise Fund	Non-Major Governmental Funds	10,000	(B)
	Water Enterprise Fund	8,367	(B)
	Wastewater Enterprise Fund	8,701	(B)
Non-Major Enterprise Funds	Non-Major Governmental Funds	152,580	(A)
Internal Service Funds	General Fund	4,814,835	(A)
	Non-Major Governmental Funds	118	(A)
	Electric Enterprise Fund	903,605	(A)
	Water Enterprise Fund	453,817	(A)
	Wastewater Enterprise Fund	471,486	(A)
	Solid Waste Enterprise Fund	237,597	(A)
	Non-Major Enterprise Funds	157,185	(A)
	Internal Service Funds	231,182	(A)
Total Interfund Transfers		<u>\$ 64,196,880</u>	

(A) To fund operations or indirect costs

(B) To fund various projects and/or pay debt service

(C) To transfer in-lieu franchise fees

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 4 – INTERFUND TRANSACTIONS (CONTINUED)

B. Current Interfund Balances

Current interfund balances arise in the normal course of business and are expected to be repaid shortly after the end of the fiscal year. At June 30, 2016, interfund balances comprised the following:

<u>Due From Other Funds</u>	<u>Due to Other Funds</u>	<u>Amount</u>
Capital Projects Fund:		
Community Facilities District	Pleasant Grove Drainage Basin Fund	\$ 2,233,082 (A)
Public Facilities	Roseville Financing Authority	5,725,075 (B)
Enterprise Funds:		
School-Age Child Care Fund	Automotive Replacement Fund	20,000 (A)
Golf Fund	Automotive Replacement Fund	127,000 (A)
Special Revenue Funds:		
Fire Facilities Fund	Automotive Replacement Fund	17,134 (A)
Technology Fee Replacement Fund	Public Facilities Fund	<u>100,000 (A)</u>
		<u><u>\$ 8,222,291</u></u>

(A) Current portion of the advances mentioned in 4C below.

(B) To cover negative cash balances as of June 30.

C. Long-Term Interfund Advances

At June 30, 2016, the funds below had made advances which were not expected to be repaid within the next year.

<u>Fund Receiving Advance</u>	<u>Fund Making Advance</u>	<u>Amount of Advance</u>
Governmental Funds		
Special Revenue Funds:		
Roseville Community Development Corporation	General Fund	\$ 1,530,951
Technology Replacement	Public Facilities Fund	195,054
Downtown Parking	Strategic Improvement Fund	1,967,137
Capital Projects Funds:		
Public Facilities Fund	Automotive Replacement Fund	600,216
Public Facilities Fund	Strategic Improvement Fund	<u>4,038,400</u>
	Total governmental funds	<u><u>8,331,758</u></u>
Enterprise Funds		
Golf Course	Automotive Replacement Fund	2,496,000
School-Age Child Care	Automotive Replacement Fund	<u>505,000</u>
	Total	<u><u>\$ 11,332,758</u></u>

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 4 – INTERFUND TRANSACTIONS (CONTINUED)

C. Long-Term Interfund Advances (Continued)

Fire Facilities advance bears interest at the average interest rate of the City's pooled investments. It will be repaid over a period of 5 years beginning in fiscal year 2013.

Roseville Community Development Corporation advances bear interest at the average interest rate of the City's pooled investments plus 1%, adjusted every 5 years. Principal and interest are deferred for the first ten years from the date of disbursement, and are then payable in annual installments over ten years, with one beginning in fiscal year 2021 and the second beginning in 2023.

Technology Fee Replacement advance bears interest at the average interest rate of the City's pooled investments. It will be repaid over a period of 7 years beginning in fiscal year 2014.

Community Facilities Districts advance bears interest at the City's pooled interest rate plus 2.5%. It will be repaid over a period of 10 years and will be repaid in 2017.

Golf Course advance bears interest at the average interest rate of the City's pooled investments. It will be repaid over a period of 27 years and will be repaid in 2036.

Public Facilities advance bears interest at simple interest, based on the City's annual interest rate plus ½%. It will be repaid over a period of 20 years beginning in FY 2016-17.

School-Age Child Care advances are comprised of three advances. The first is being repaid over five years with the last payment scheduled to be made in fiscal year 2016. A second advance was made in 2013 and will be repaid over a 6 year period beginning in 2017. A third amount was advanced in 2014 and will be repaid over a 2 year period beginning in 2023. These advances bear interest at the average interest rate of the City's pooled investments and interest is to be paid at the end of the loans.

Downtown Parking advance bears interest at the City's pooled interest rate. It will be repaid over a period of 10 years beginning in fiscal year 2019.

D. Internal Balances

Internal balances are presented in the City-wide financial statements only. They represent the net interfund receivables and payables remaining after the elimination of all such balances within governmental and business-type activities.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 5 – NOTES RECEIVABLE

The City engages in programs designed to encourage business enterprises, construction or improvement in low-to-moderate income housing, or other projects. Under these programs, grants or loans are provided with favorable terms to businesses, homeowners or developers who agree to spend these funds in accordance with the City's terms. With the dissolution of the Redevelopment Agency, the City agreed to become the successor to the Redevelopment Agency's housing activities and as a result the Low and Moderate Income Housing Asset Fund assumed the housing loans of the Redevelopment Agency and the Successor Agency assumed the non-housing loans as of February 1, 2012. Although these notes are expected to be repaid in full, their balances have been offset in the fund financial statements by unavailable revenue, due to other government agencies or fund balance. Notes receivable were comprised of the following at June 30, 2016:

Flood Loan Notes	\$ 6,633
Housing Rehabilitation and Affordable Housing Notes	11,841,548
First Time Home-Buyer Notes	8,922,316
Housing Elevation Notes	15,000
Due From Successor Agency	<u>23,163,738</u>
Subtotal	\$ 43,949,235
Note between RCDC and General Fund	<u>(1,530,951)</u>
Total	<u><u>42,418,284</u></u>

A. Flood Loan Notes Receivable

The City has provided loans to various homeowners and businesses for rehabilitation due to flood damage. The maximum loan amount is \$5,000 carrying various interest rates and payment dates. Although these notes are expected to be repaid in full, their balance has been offset by nonspendable fund balance. The balance of these notes receivable at June 30, 2016 was \$6,633.

B. Housing Rehabilitation and Affordable Housing Notes Receivable

The City engages in programs designed to encourage construction or improvement in low-to-moderate income housing or other projects. Under these programs, grants or loans are provided under favorable terms to home-owners or developers who agree to spend these funds in accordance with the City's or Agency's terms. Although these loans and notes are expected to be repaid in full, their balance has been offset with the liability, Due to Other Government Agencies, as they are not expected to be repaid during the next fiscal year and any repayments will be used to reduce future grant draw-downs by the City. With the dissolution of the Agency effective February 1, 2012, the assets of the Low and Moderate Income Housing Fund, including affordable housing notes receivable, were assumed by the Low and Moderate Income Housing Asset Fund as discussed in Note 20. The balance of the notes receivable arising from these programs at June 30, 2016, was \$11,841,548.

C. First Time Home-Buyer Notes Receivable

The City engages in a first time home-buyer program designed to encourage home ownership among low-income persons. Under this program, grants or loans are provided at no interest and are due upon sale or transfer of the property. These loans have been offset by unavailable revenue as they are not expected to be repaid during fiscal year 2017, and any repayments will be used to reduce future grant draw-downs by the City. With the dissolution of the Agency effective February 1, 2012, the assets of the Low and Moderate Income Housing Fund, including \$1,657,453 in First Time Home Buyer notes receivable, were assumed by the Low and Moderate Income Housing Asset Fund as discussed in Note 20. The balance of the notes receivable arising from this program at June 30, 2016, was \$8,922,316.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 5 – NOTES RECEIVABLE (CONTINUED)

D. Housing Elevation Notes Receivable

In fiscal 1997, the Federal Emergency Management Agency (FEMA) approved Hazard Mitigation Grant Program funds to be used for residential home elevation projects in the City at a maximum of \$5,000 per household, with the total federal share not to exceed \$1,493,096. The City provides matching funds to each eligible household at a maximum of \$5,000 in the form of a zero percent, deferred loan payable upon sale, change of title or change of use (See Note 5A above). As of June 30, 2016, three loans funded through the FEMA Hazard Mitigation Grant Program were outstanding with a total balance of \$15,000.

E. Successor Agency Loans

Prior to July 1, 2011, the former Redevelopment Agency had received six advances from various City funds: (1) Advances in the amount of \$5,422,789 were to be repaid in fiscal year 2029. This advance bore interest at the average interest rate of the City's pooled investments. (2) Advance in the amount of \$915,049 bore interest at 3.15% and was to be repaid in fiscal year 2023. (3) Advance in the amount of \$3,900,000 bears no interest and was to be repaid in fiscal year 2029. (4) Advance in the amount of \$3,000,000 bears no interest and was to be repaid in fiscal year 2034. (5) Advance in the amount of \$4,966,402 will be repaid in fiscal year 2031. This advance bore interest at the average rate of the City's pooled investments, plus 1%. (6) Advances in the amount of \$9,774,347 were to be repaid in fiscal year 2040. These advances bear interest at the average interest rate of the City's pooled investments.

Principal and accrued interest on the advances totaled \$32,768,517 at July 1, 2011. During fiscal year 2012, the City and Redevelopment Agency determined that certain advances should have instead been funded by bond proceeds of the Agency. Therefore, the Redevelopment Agency repaid advances from the City in the amount of \$7,309,447 prior to the dissolution of the Agency on January 31, 2012.

The balance of the advances, including principal and accrued interest, was \$25,603,129 as of January 31, 2012. These loans had previously been reported as interfund advances. However, with the transfer of the associated liabilities to the Successor Agency, repayment of the loans is based upon whether the Successor Agency to the Redevelopment Agency receives a Finding of Completion from the State as discussed in Note 20. In addition, the interest rate on the loans is limited to the Local Agency Investment Fund interest rate calculated from the inception of each loan. Therefore the loan balances were adjusted to reflect the revised interest rate during fiscal year 2012. During fiscal year 2013, the State Department of Finance denied this repayment and required the return of \$7,309,447 to the Successor Agency. The General Fund returned the cash to the Successor Agency during fiscal year 2013 and recorded the payment as an extraordinary item and increased the balance of the loans receivable.

During fiscal year 2014, the Successor Agency completed its Long-Range Property Management Plan which was approved by the Department of Finance in May 2014 and as a result, the Successor Agency transferred land that was designated for governmental use to the City in the amount of \$7,107,581. As a result of the transfer, the City cancelled the loans that had been made to the former Redevelopment Agency for the purchase of those properties, including accrued interest, in the amount of \$5,902,331. Also during fiscal year 2014, the Department of Finance clarified how the interest is to be calculated on each loan to the Successor Agency. The City recalculated the interest due on the loans using the revised guidance and as a result the interest receivable was reduced by \$3,030,067. The principal balance of the loans as of June 30, 2016 is \$22,218,977. Accrued interest on the loans as of June 30, 2016 is \$493,491 and has been included in accrued interest receivable.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 5 – NOTES RECEIVABLE (CONTINUED)

E. Successor Agency Loans (Continued)

In addition, during the fiscal year ending June 30, 2010, the Agency approved an interfund advance authorizing the Roseville Redevelopment Project Area Fund and the Roseville Flood Control Project Area to borrow \$558,381 and \$258,455, respectively, from the Low and Moderate Income Housing Fund to assist in making the Agency's fiscal year 2009-10 SERAF payment. These loans do not bear interest and were repayable in five equal annual installments. These loans were paid off during fiscal year 2016.

With the dissolution of the Agency effective February 1, 2012, the Successor Agency assumed the obligation to repay the above advances and has recorded a loan payable to the Low and Moderate Income Housing Asset Fund as discussed in Note 20. As discussed in Note 20, the Successor Agency received its Finding of Completion in August 2013 and the loans are now enforceable obligations.

NOTE 6 – DEVELOPER PERMIT FEES RECEIVABLE

The City has entered into a number of agreements with developers to defer permit fees for various projects within the City. The terms of these agreements call for various interest rates and payment dates. Although these fees are expected to be repaid in full, their balance has been offset by unavailable revenue in governmental funds, as they are not expected to be repaid early enough to be reported as a current asset. The long-term portion of these receivables at June 30, 2016, was \$3,275,000 which has been classified as developer permit fees receivable, and the short-term portion of these receivables, which totaled \$282,869 at June 30, 2016, is included in accounts receivable.

In response to the state wide slowdown of the housing market, the City has also established a Single Family Residential Fee Deferral Program which offers deferred payment of permit fees for new single-family residences. The deferred fees will be paid to the City (1) prior to the final building inspection on the home; or (2) at close of escrow or within a year of the deed of trust being recorded whichever occurs first. The balance of these receivables at June 30, 2016, was \$6,997,585 and is included in accounts receivable.

NOTE 7 – DEVELOPMENT AGREEMENTS AND LAND HELD FOR RESALE

The City may enter into development agreements in an effort to provide incentives to develop new businesses and new tax revenues. The substance of these agreements is that developers or other public agencies will be paid a portion of future sales tax or traffic mitigation fee revenues produced by their developments. These payments are conditioned on the generation of sales tax revenues or traffic mitigation fee revenues by these developments and the City is not required to use any other resources to pay these amounts.

A. Galleria at Roseville

In fiscal year 2001, the City entered into a lease agreement with the Galleria at Roseville regional mall. The purpose of this agreement was to share revenue with the mall developers based on the generation of certain levels of sales tax. The Developer agreed to construct the mall, along with water and storm sewer mains, a bike trail, pedestrian walks, landscaping, parking areas and infrastructure improvements to surrounding streets. The mall opened for business in August 2000 and the term of the revenue sharing agreement commenced on that date. The remaining portion of sales tax revenues to be returned was approximately \$567,619 at June 30, 2016. The agreement terminates in 2017, regardless of whether this amount has been returned; after that date all future sales tax revenues remain with the City. During fiscal year 2016, the City made payments of \$567,619 to the developer under the agreement.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 7 – DEVELOPMENT AGREEMENTS AND LAND HELD FOR RESALE (CONTINUED)

B. Land held for Resale

The former Redevelopment Agency purchased 304 Washington Boulevard in June 2011. The 304 Washington Boulevard parcel will be developed by a private developer into 71 Mixed Use residential units with commercial and parking on the first floor. With the dissolution of the Redevelopment Agency as discussed in Note 20, the City, as housing successor, assumed the low and moderate income housing set-aside-funded assets of the former Redevelopment Agency as of February 1, 2012, including 304 Washington Boulevard. As of June 30, 2016, the total carrying value of the housing property held by the City amounted to \$861,245. These properties are held at the lower of cost, market, or net realizable value.

NOTE 8 – CAPITAL ASSETS

A. Policies

All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Contributed capital assets are valued at their estimated acquisition value on the date contributed. The City has recorded all its public domain (infrastructure) capital assets, which include roads, bridges, curbs and gutters, streets and sidewalks, drainage systems and lighting systems.

Capital assets with limited useful lives are depreciated over their estimated useful lives. Alternatively, the “modified approach” is used for certain capital assets. Depreciation is not provided under this approach, but all expenditures on these assets are expensed, unless they are additions or improvements.

The purpose of depreciation is to spread the cost of capital assets equitably among all users over the life of these assets. The amount charged to depreciation expense each year represents that year’s pro rata share of the cost of capital assets.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 8 – CAPITAL ASSETS (CONTINUED)

A. Policies (Continued)

Depreciation is provided using the straight-line method which means the cost of the asset is divided by its expected useful life in years and the result is charged to expense each year until the asset is fully depreciated. The City has assigned the useful lives and capitalization thresholds listed below to capital assets:

	<u>Useful Lives</u>	<u>Capitalization Thresholds</u>
Buildings	20-40 years	no threshold
Improvements	40 years	no threshold
Machinery and Equipment	3-20 years	5,000
Bike Paths	20 years	no threshold
Bridges	90 years	no threshold
Culverts	75 years	no threshold
Curb, Gutter, Sidewalks and Median Curbs	20 years	no threshold
Drain Inlets	50 years	no threshold
Flood Control Improvements	75 years	no threshold
Soundwalls	35 years	no threshold
Stormdrains	75 years	no threshold
Traffic Signals	20 years	no threshold
Plants and Substations:		
Electric	10-120 years	no threshold
Sewer	15-60 years	no threshold
Water	15-75 years	no threshold
Distribution Systems:		
Electric	7-100 years	no threshold
Sewer	75 years	no threshold
Water	75 years	no threshold
Electric Generation	10-40 years	no threshold

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase is reflected in the capitalized value of the asset constructed, net of interest earned on the invested proceeds over the same period.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 8 – CAPITAL ASSETS (CONTINUED)

B. Capital Asset Additions, Retirements and Transfers

Capital asset activity for the year ended June 30, 2016, was as follows:

	Balance at June 30, 2015	Additions	Retirements	Transfers	Balance at June 30, 2016
Governmental activities					
Capital assets, not being depreciated:					
Land	\$ 38,045,322	\$ 18,567,109			\$ 56,612,431
Streets (modified)	301,102,077	4,356,846			305,458,923
Parks (modified)	97,504,314	704,664			98,208,978
Landscaping (modified)	46,722,774	830,868			47,553,642
Construction in progress	26,690,349	29,742,912	\$ (3,808,292)	\$ (4,859,097)	47,765,872
Total capital assets not being depreciated	510,064,836	54,202,399	(3,808,292)	(4,859,097)	555,599,846
Capital assets, being depreciated:					
Buildings	134,325,773	140,179	(723,355)		133,742,597
Improvements	7,113,869		(35,721)	1,072,076	8,150,224
Equipment	77,387,884	8,928,596	(4,041,638)		82,274,842
Bike paths	9,044,060				9,044,060
Bridges	70,479,950				70,479,950
Culverts	20,746,285				20,746,285
Curb, gutter, sidewalk, and median curbs	156,948,227	1,944,005		2,922,071	161,814,303
Drain inlets	21,596,433				21,596,433
Flood control improvements	20,444,797				20,444,797
Soundwall	36,639,461	124,080			36,763,541
Storm drains	85,352,621	3,027,157		71,338	88,451,116
Total capital assets being depreciated	640,079,360	14,164,017	(4,800,714)	4,065,485	653,508,148
Less accumulated depreciation for:					
Buildings	(55,366,106)	(3,248,895)	723,324		(57,891,677)
Improvements	(2,118,990)	(332,855)			(2,451,845)
Equipment	(55,292,676)	(5,753,080)	4,023,953		(57,021,803)
Bike paths	(6,822,605)	(240,047)			(7,062,652)
Bridges	(11,159,109)	(783,111)			(11,942,220)
Culverts	(5,828,551)	(276,617)			(6,105,168)
Curb, gutter, sidewalk, and median curbs	(114,939,825)	(4,809,851)			(119,749,676)
Drain inlets	(9,039,165)	(431,929)			(9,471,094)
Flood control improvements	(3,508,017)	(272,597)			(3,780,614)
Soundwall	(11,474,073)	(1,048,614)			(12,522,687)
Storm Drains	(16,569,478)	(1,158,692)			(17,728,170)
Total accumulated depreciation	(292,118,595)	(18,356,288)	4,747,277		(305,727,606)
Net capital assets being depreciated	347,960,765	(4,192,271)	(53,437)	4,065,485	347,780,542
Governmental activities capital assets, net	\$ 858,025,601	\$ 50,010,128	\$ (3,861,729)	\$ (793,612)	\$ 903,380,388

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 8 – CAPITAL ASSETS (CONTINUED)

B. Capital Asset Additions, Retirements and Transfers (Continued)

	Balance at June 30, 2015	Additions	Retirements	Transfers	Balance at June 30, 2016
Business-type activities					
Capital assets, not being depreciated:					
Land	\$ 17,035,347				\$ 17,035,347
Landscaping (modified)	576,843				576,843
Streets (modified)	24,914				24,914
Construction in progress	43,696,157	\$ 19,534,210	\$ (2,038,068)	\$ (9,363,808)	51,828,491
Total capital assets not being depreciated	61,333,261	19,534,210	(2,038,068)	(9,363,808)	69,465,595
Capital assets, being depreciated:					
Buildings	26,803,155	130,858			26,934,013
Improvements	18,547,922	16,999	(4,086)	188,539	18,749,374
Machinery and equipment	29,056,937	314,966	(187,255)	38,376	29,223,024
Bike paths	4,480,498			904,957	5,385,455
Bridges	1,702,403				1,702,403
Culverts	356,961				356,961
Curb, gutter, sidewalk, and median curbs	120,149			343,847	463,996
Drain inlets	24,663			5,200	29,863
Flood control improvements	8,830,439				8,830,439
Storm drains	38,069			21,048	59,117
Traffic signals	48,621,190	428,340			49,049,530
Plants and substations	363,200,461		(465,324)	200,824	362,935,961
Distribution	1,287,996,543	36,762,964	(802,378)	8,454,629	1,332,411,758
Generation	202,711,282	115,205			202,826,487
Total capital assets being depreciated	1,992,490,672	37,769,332	(1,459,043)	10,157,420	2,038,958,381
Less accumulated depreciation for:					
Buildings	(8,929,006)	(663,254)			(9,592,260)
Improvements	(7,086,151)	(516,361)	4,086		(7,598,426)
Machinery and equipment	(18,848,430)	(1,886,061)	141,184		(20,593,307)
Bike paths	(1,631,597)	(244,314)			(1,875,911)
Bridges	(122,952)	(18,915)			(141,867)
Culverts	(30,412)	(4,759)			(35,171)
Curb, gutter, sidewalk, and median curbs	(23,364)	(31,797)			(55,161)
Drain inlets	(4,836)	(649)			(5,485)
Flood control improvements	(412,087)	(117,739)			(529,826)
Storm drains	(5,178)	(928)			(6,106)
Traffic signals	(23,744,274)	(1,963,282)			(25,707,556)
Plants and substations	(117,501,281)	(8,262,474)	321,595		(125,442,160)
Distribution	(290,491,745)	(19,350,750)	439,137		(309,403,358)
Generation	(78,550,682)	(10,760,477)			(89,311,159)
Total accumulated depreciation	(547,381,995)	(43,821,760)	906,002		(590,297,753)
Net capital assets being depreciated	1,445,108,677	(6,052,428)	(553,041)	10,157,420	1,448,660,628
Business-type activities capital assets, net	\$ 1,506,441,938	\$ 13,481,782	\$ (2,591,109)	\$ 793,612	\$ 1,518,126,223

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 8 – CAPITAL ASSETS (CONTINUED)

C. Depreciation Allocation

Depreciation expense is charged to functions and programs based on their usage of the related assets. The amounts allocated to each function or program is as follows:

Governmental Activities

General Government	\$ 1,403,826
Development & Operations	907,425
Public Works	9,789,989
Police	822,164
Fire	546,196
Library	471,839
Parks and recreation	523,462
Capital assets held by the City's internal service funds are charged to the various functions based on their usage of the assets	3,891,387
Total Governmental Activities	\$ 18,356,288

Business-Type Activities

Electric	\$ 20,495,166
Water	8,840,211
Wastewater	12,058,061
Solid Waste	328,840
Golf Course	390,236
Local Transportation	1,639,560
School-age Child Care	69,686
Total Business-Type Activities	\$ 43,821,760

D. Streets, Parks and Landscaping Covered By the Modified Approach

The City has elected to use the modified approach with respect to its roads. The City's policy based on current funding is to maintain the arterial and collector roadways at an average Pavement Quality Index (PQI) of 72 and residential roadways at an average PQI of 65, instead of providing depreciation. During fiscal year 2016 the City expended \$6,220,458 to preserve its roads. The City estimates that it will be required to expend approximately \$5,929,921 in fiscal year 2017 to maintain its roads at this condition level.

The City has also elected to use the modified approach with respect to its parks and landscaping. The City's policy based on current funding is to maintain the parks and landscape at an average Ground Management Index (GMI) of Level 3, instead of providing depreciation. During fiscal year 2016 the City expended \$5,514,512 to preserve its parks and landscaping. The City estimates that it will be required to expend approximately \$5,563,349 in fiscal year 2017 to maintain its parks at this condition level.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 9 – LONG-TERM DEBT

The City generally incurs long-term debt to finance projects or purchase assets, which will have useful lives equal to or greater than the related debt.

For governmental fund types, bond premiums and discounts, as well as issuance costs, are recognized during the current period. Bond proceeds are reported as another financing source gross of the applicable premium or discount. Issuance costs, even if withheld from the actual net proceeds received, are reported as debt service expenditures. For proprietary fund types included, bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Any differences between proprietary and government-wide refunded debt and the debt issued to refund it, is amortized over the remaining life of either the refunded debt or the refunding debt, whichever is shorter.

A. Current Year Transactions and Balances

	Original Issue Amount	Balance June 30, 2015	Additions	Retirements	Balance June 30, 2016	Current Portion
Governmental Activities Debt:						
Lease:						
2013 Public Facilities Refunding						
2.15%, due 8/1/25	\$ 11,549,031	\$ 9,874,685		\$ (814,674)	\$ 9,060,011	\$ 831,484
2015 316 Vernon Street Project						
2.00%-5.25%, due 2/1/34	14,425,000		\$ 14,425,000		14,425,000	215,000
Add: deferred debt premium			862,056		862,056	
Capital Lease Obligations:						
Equipment	104,580	69,007		(34,079)	34,928	34,928
Loans:						
Successor Agency	4,071,383	4,045,820		(15,139)	4,030,681	15,755
Total Governmental Activities Debt	\$ 30,149,994	\$ 13,989,512	\$ 15,287,056	\$ (863,892)	\$ 28,412,676	\$ 1,097,167
Business-Type Activities Debt:						
Certificates of Participation						
2004 Electric System Revenue,						
3.00%-5.25%, due 2/1/34	\$ 39,940,000	\$ 5,000			\$ 5,000	
Less: deferred bond discount	(728,254)					
2009 Electric System Revenue Refunding						
2.00%-5.25%, due 2/1/24	27,010,000	17,690,000		\$ (1,640,000)	16,050,000	\$ 1,680,000
Add: deferred bond premium	396,611	237,965		(26,441)	211,524	
2012 Electric System Revenue Refunding						
variable rate, due 2/1/35	90,000,000	90,000,000			90,000,000	
2007 Water Utility Revenue,						
4.0%-5.0%, due 12/1/27	53,695,000	40,465,000		(40,465,000)		
Add: deferred bond premium	2,759,170	1,655,502		(1,655,502)		
2015 Water Utility Revenue Refunding						
2.00%-5.00%, due 12/1/29	42,565,000		\$ 42,565,000	(2,650,000)	39,915,000	2,255,000
Add: deferred bond premium	6,899,891		6,899,891	(432,390)	6,467,501	
Total Certificates of Participation	262,537,418	150,053,467	49,464,891	(46,869,333)	152,649,025	3,935,000
Revenue Bonds						
2007 Gas Revenue Bonds						
4.00%-5.00%, due 2/15/28	209,350,000	157,735,000		(8,860,000)	148,875,000	9,345,000
Add: deferred bond premium	15,454,116	8,830,924		(735,910)	8,095,014	
2010 Electric System Revenue Refunding						
2.0%-5.00%, due 2/1/37	55,845,000	54,480,000		(405,000)	54,075,000	440,000
Add: deferred bond premium	2,764,207	2,252,317		(102,378)	2,149,939	
2013 Electric System Revenue Refunding						
2.0%-5.00%, due 2/1/29	48,780,000	47,925,000		(4,175,000)	43,750,000	4,345,000
Add: deferred bond premium	5,899,513	5,162,073		(368,720)	4,793,353	
2011 Refunding Wastewater Revenue Bonds, Series C						
1.00%-5.25%, due 11/1/25	36,315,568	33,681,775		(2,287,586)	31,394,189	2,457,151
Add: deferred bond premium	2,839,017	2,221,700		(201,973)	2,019,727	
2013 Refunding Wastewater Revenue Bonds						
variable rate, due 11/1/35	36,582,878	36,582,878			36,582,878	
2014 Refunding Wastewater Revenue Bonds						
variable rate, due 6/30/30	17,955,392	17,955,392			17,955,392	
2014 Refunding Electric System Revenue Bonds						
5%, due 2/1/34	16,485,000	16,485,000			16,485,000	
Add: deferred bond premium		2,022,765		(106,462)	1,916,303	
Total Revenue Bonds	448,270,691	385,334,824	-	(17,243,029)	368,091,795	16,587,151
Lease:						
2013 Public Facilities Refunding (Golf Course),						
2.15%, due 8/1/25	4,775,578	3,945,831		(407,671)	3,538,160	414,990
Total Business-Type Activities Debt:	\$ 715,583,687	\$ 539,334,122	\$ 49,464,891	\$ (64,520,033)	\$ 524,278,980	\$ 20,937,141

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 9 – LONG-TERM DEBT (CONTINUED)

B. 2013 Public Facilities Refunding Lease

On June 1, 2013, the City entered into a Lease and Sublease Agreement in the amount of \$16,324,609 to refund the outstanding 2003A Public Facilities Refunding Certificates of Participation (2003A COPs) and the 2003B Golf Course Refunding Certificates of Participation (2003B COPs). The 2003A and 2003B COPs were called on August 1, 2013. The Lease is repayable from any source of available funds of the City which includes the General Fund, however the Golf Course Enterprise Fund is expected to repay the portion of the lease related to the refunding of the 2003B Certificates of Participation. Principal and interest payments are payable semi-annually on February 1 and August 1 through 2025. The amount outstanding as of June 30, 2016 was \$9,060,011

C. 2015 316 Vernon Street Project Lease

On July 14, 2015, the Roseville Finance Authority issued the Certificates of Participation, Series 2015 (316 Vernon Street Project), in the principal amount of \$14,425,000 to fund a portion of the acquisition and construction of an office building located at 316 Vernon Street. The Lease bears interest at 2.00% to 5.00% and are due semi-annually at February 1 and August 1 of each year. The Lease is repayable from any source of legally available funds of the City, including (but not limited to) amounts held by the City in its General Fund according to the Lease Agreement in the official statement. Principal payments are due annually on August 1 through 2032.

D. Capital Lease

During fiscal year 2015, the City entered into a lease agreement as lessee for financing the acquisition of equipment valued at \$104,580. The first payment of \$35,798 was made during the year. This lease agreement qualifies as a capital lease for accounting purposes and, therefore has been recorded at the present value of future minimum lease payments as of the inception date.

The future minimum lease obligations and the net present value of these minimum lease payments as of June 30, 2016 were as follows:

Year Ending June 30,	Governmental Activities
2017	
	\$ 35,798
Total Minimum Lease Payments	35,798
Less: Amounts representing interest	(870)
Present Value of Minimum Lease Payments	\$ 34,928

E. Loans from the Successor Agency

The former Redevelopment Agency made a loan in the amount of \$3,469,049 in May 2011 to the Roseville Community Development Corporation, a component unit of the City. The Agency had entered into the agreement with the Corporation under which the Agency agreed to provide funding to the Corporation in the form of a start-up loan not to exceed five million dollars (\$5,000,000). The loan is a 20 year loan deferred for 10 years with accrued interest and principal due beginning January 1, 2021. A State Supreme Court decision on August 11, 2011 suspended all redevelopment activity effective June 28, 2011. However, the Successor Agency of the Redevelopment Agency continued to make disbursements related to the loan agreement after that date, because it had been approved by the Redevelopment Agency Board prior to the Court decision.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 9 – LONG-TERM DEBT (CONTINUED)

E. Loans from the Successor Agency (Continued)

Under the provisions of Health and Safety Code Section 34171(d)(2), agreements between the City or any of its component units and the former Redevelopment Agency that were executed after December 31, 2010 are no longer enforceable obligations and Health and Safety Code Section 34167.5 requires that if the City or component unit is not contractually committed to a third party for the expenditure or encumbrance of those funds that they be returned to the Successor Agency.

The City continues to contend that the loan agreement was lawfully entered into at the time of its execution and therefore transactions executed with the Corporation prior to the dissolution of the redevelopment agency were not reversed in the current fiscal year and remain in the Corporation as of June 30, 2016.

Upon dissolution of the redevelopment agency, the note was transferred to the Successor Agency. The note accrues interest at a rate equal to the City's average interest earnings plus 1%, adjusted every five years. Principal and interest payments commence on June 30, 2021 and will be due annually with the final payment scheduled on June 30, 2030. As of June 30, 2016 the note bears interest of 1.963% with interest accrued of \$401,405. The principal amount outstanding as of June 30, 2016 was \$3,486,433.

During fiscal year 2014, the Roseville Community Development Corporation assumed a loan made by the former Redevelopment Agency of the City of Roseville to a developer in connection with the acquisition of 238 Vernon Street. The developer had been current on payments on the loan through June 2013, but defaulted on the loan when it had an outstanding balance of \$602,334. The loan bears interest of 4.00% and is repayable in monthly payments of \$3,103 from July 1, 2014 through August 1, 2024, with a final balloon payment of \$421,227 due on September 1, 2024. The amount outstanding at June 30, 2016 is \$544,248.

F. 2004 Electric System Revenue Certificates of Participation

On July 1, 2004, the City issued \$39,940,000 of Certificates of Participation to finance capital improvements to the City's Electric System. The COPs are repayable from net revenue of the Electric Utility System. The COPs bear interest at 3.00% - 5.25% and are due semi-annually on February 1 and August 1 of each year beginning February 1, 2005. Principal payments are due annually on February 1 through February 2034. The COPs were partially refunded by the 2013 Electric System Revenue Refunding Bonds as discussed in Note 9I below. In August 2014, the 2004 Electric System Revenue Certificates of Participation were partially refunded by the 2014 Electric System Revenue Refunding Bonds leaving a PAR amount of \$5,000.

G. 2009 Electric System Revenue Refunding Certificates of Participation

On November 24, 2009, the City issued Certificates of Participation (COPs) in the original principal amount of \$27,010,000. The COPs were issued to refinance the remaining outstanding balance of the 2002 Electric System Revenue Certificates of Participation. The COPs bear interest at 2.00%-5.25% and are due semi-annually on February 1 and August 1 of each year. Principal payments are due annually through fiscal year 2024. The balance outstanding as of June 30, 2016 is \$16,050,000.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 9 – LONG-TERM DEBT (CONTINUED)

H. 2010 Electric System Revenue Refunding Bonds

On October 21, 2010, the City issued Revenue Bonds in the original principal amount of \$55,845,000. The Bonds were issued to refinance the remaining outstanding balance of the 2008 Electric System Revenue Refunding Certificates of Participation Series B. The Revenue Bonds bear interest at 2.00%-5.00% and are due semi-annually on February 1 and August 1 of each year. Principal payments are due annually on February 1 through 2037. The balance outstanding as of June 30, 2016 is \$54,075,000.

I. 2012 Electric System Revenue Refunding Certificates of Participation

On November 7, 2012 the City issued Certificates of Participation (COPs) in the original principal amount of \$90,000,000. The COPs were issued to refund and retire the outstanding balance of the 2008A Electric System Revenue COPs.

The COPs were issued as variable rate securities with interest calculated monthly equal to the LIBOR Index Rate. The LIBOR Index Rate is defined in the Trust Agreement to mean a per annum rate of interest established on each Computation Date (monthly) and effective on each related LIBOR Index Reset Date equal to the sum of (a) the Applicable Spread (initially 0.625%, but adjustable based on the credit rating of the Roseville Finance Authority's long-term unenhanced debt secured or evidenced by a parity obligation) plus (b) the product of the LIBOR Index multiplied by the Applicable Factor (initially 70.5%). The LIBOR Index is defined as the London interbank offered rate for U.S. dollar deposits for a one-month period, as reported on Reuters Screen LIBOR01 Page or any successor thereto, which will be that one-month LIBOR rate in effect two London Business Days prior to the LIBOR Index Reset Date, adjusted for any reserve requirement and any subsequent costs arising from a change in government regulation. The interest rate of the COPs cannot exceed 12% per year and may be converted by the City into a daily rate, weekly rate, commercial paper rate or index rate, subject to certain conditions defined in the Trust agreement. The interest rate at June 30, 2016 was 0.870%.

The City originally entered into a 27-year interest rate swap agreement for the entire amount of the 2008A COPs, and the interest rate swap agreement remains outstanding after the refunding, but the notional amount of the swap is based on the notional amount of the 2008A COPs. The combination of the variable rate COPs and a floating rate swap creates synthetic fixed-rate debt for the City. The synthetic fixed rate for the COPs was 3.15% at June 30, 2016. The COPs are subject to mandatory prepayment annually beginning February 1, 2023 through 2035.

J. 2013 Electric System Revenue Refunding Bonds

On November 14, 2013, the Roseville Finance Authority issued the Electric System Revenue Refunding Bonds, Series 2013, in the principal amount of \$48,780,000 to refund a portion of each of the 2004 Electric System Revenue and 2005 Electric System Revenue, Series A, Certificates of Participation. The Bonds bear interest at 2.00% to 5.00% and are due semi-annually on February 1 and August 1 of each year. The Bonds are repayable by a pledge of net revenue from the Electric System. Principal payments are due annually on February 1 through 2029.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 9 – LONG-TERM DEBT (CONTINUED)

J. 2013 Electric System Revenue Refunding Bonds (Continued)

As of June 30, 2016, the total principal and interest remaining to be paid on the 2004 Electric System Revenue COPs, 2012 Electric System Revenue Refunding COPs, 2009 Electric System Revenue Refunding COPs, 2010 Electric System Revenue Refunding Revenue Bonds, the 2013 Electric System Revenue Refunding Bonds and the 2014 Electric System Revenue Refunding bonds was \$268,300,536. As disclosed in the official statements, all net revenues of the Electric System are expected to provide coverage over debt service of 110% over the lives of the Bonds. For fiscal year 2016, net revenues amount to \$48,334,538 which represents coverage of 299% over the \$16,145,049 in debt service.

K. 2007 Water Utility Revenue Certificates of Participation

The City issued Certificates of Participation in the original principal amount of \$53,695,000 on October 16, 2007, to refund the remaining balance of 1997 Water Utility Revenue Certificates of Participation, and to finance the acquisition and the construction of certain capital improvements and additions to the City's Water Utility System. During the year, the 2007 Water Utility Revenue COPs were refunded by the 2015 Water Utility Revenue COPs as described below.

L. 2007 Roseville Natural Gas Financing Authority Gas Revenue Bonds

On January 24, 2007, the Authority issued \$209,350,000 of Gas Revenue Bonds, Series 2007, to finance a lump sum prepayment to a Gas Supplier (See Note 19A) in order to acquire a supply of natural gas to be delivered over a period of twenty-years. The gas purchased by the Authority will be sold to the City pursuant to a Natural Gas Supply Agreement (See Note 19B) to produce revenues to be used for debt service on the Bonds.

Principal payments are due annually on February 15 through 2028 and interest is payable semiannually on February 15 and August 15. As of June 30, 2016, the total principal and interest to be paid on the bonds was \$201,608,750. For fiscal year 2016, net revenues amounted to \$25,409,175 which represented coverage of 153% over the \$16,580,625 in debt service.

M. 2011 South Placer Wastewater Authority Refunding Wastewater Revenue Bonds, Series A, B, C, and D

On April 7, 2011, the South Placer Wastewater Authority (Authority) issued Variable Rate Demand Refunding Wastewater Revenue Bonds Series 2011A and 2011B in the original principal amounts of \$30,165,000 and \$30,160,000, respectively, and Revenue Refunding Bonds Series 2011C and 2011D (SIFMA Index Bonds) in the original principal amount of \$67,040,000 and \$30,000,000, respectively. The City's share of this obligation was determined to be 54.17% when the Bonds were issued. The Authority amended the Funding Agreement and the members entered into a Reallocation and Repayment Agreement during fiscal year 2012 which changed the proportionate share of the member obligations prospectively effective October 1, 2012. As a result, the City's share of the obligation increased to 61.66% and the liabilities for the 2011C and 2011D Bonds were increased \$4,819,815 and \$2,247,000, respectively.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 9 – LONG-TERM DEBT (CONTINUED)

M. 2011 South Placer Wastewater Authority Refunding Wastewater Revenue Bonds, Series A, B, C, and D (Continued)

The Series 2011ABCD Bonds were issued to refund the remaining outstanding balance of the 2008 South Placer Wastewater Authority Refunding Wastewater Revenue Bonds Series A and Series B. During fiscal year 2013, the 2011A and 2011B Bonds were refunded by the 2013 South Placer Wastewater Authority Refunding Wastewater Bonds. During fiscal year 2015, the 2011D Bonds were refunded by the Wastewater Revenue Refunding Bonds, Series 2014.

The Series 2011C Bonds bear interest at 1.00%-5.25% and are due semi-annually on May 1 and November 1 of each year. The Bonds are repayable solely from the Authority Revenues. Principal payments are due annually November 1 through 2025.

N. 2013 South Placer Wastewater Authority Refunding Wastewater Revenue Bonds

On April 1, 2013, the Authority issued Variable Rate Demand Refunding Wastewater Revenue Bonds, Series 2013, in the original principal amount of \$59,330,000. The City's share of this obligation was determined to be 61.66%. The 2013 Bonds were issued to refund the remaining outstanding balance of the 2011 South Placer Wastewater Authority Refunding Wastewater Revenue Bonds, Series A and B.

The 2013 Bonds were issued as variable rate securities with interest calculated monthly equal to the LIBOR Index Rate. The LIBOR Index Rate is defined in the Indenture to mean the per annum rate of interest established on each Computation Date (monthly) and effective on each related LIBOR Index Reset Date equal to the sum of the Applicable Spread (initially 0.625%, but adjustable based on the credit rating of the Roseville Finance Authority's long-term unenhanced debt secured or evidenced by a parity obligation) plus the product of the LIBOR Index multiplied by the Applicable Factor (initially 70.5%). The interest rate of the Bonds cannot exceed 12% per year and may be converted by the Authority into a Daily Rate, a Weekly Rate, a Long-Term Rate, a Commercial Paper Rate, or a subsequent Index Rate, subject to certain conditions defined in the Indenture. The interest rate at June 30, 2016 was 0.870%. The Bonds are subject to mandatory redemption annually beginning November 1, 2029 through 2035.

The Authority originally entered into a 19 year interest rate swap agreement for the entire amount of the 2008B Bonds, and as part of the issuance of the 2011 ABCD Bonds, the swap agreement was amended and remains in effect, but the notional amount of the swap is based on the notional amount of the 2008 B Bonds. The interest rate swap agreement remains outstanding after the refunding and issuance of the 2013 Bonds, and the notional amount of the swap continues to be based on the notional amount of the 2008B Bonds. The combination of the variable rate bonds and the floating rate swap creates a synthetic fixed-rate debt for the Authority. The synthetic fixed rate for the 2011C, 2013 Bonds, and the 2014 Bonds at June 30, 2016 was 4.13%.

O. South Placer Wastewater Authority Wastewater Revenue Refunding Bonds, Series 2014

On August 7, 2014, the South Placer Wastewater Authority issued the Wastewater Revenue Refunding Bonds, Series 2014, in the amount of \$29,120,000 to refund the Authority's Wastewater Revenue Refunding Bonds, Series 2011D. The City's share of the obligation is 61.66%, or \$17,955,392.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 9 – LONG-TERM DEBT (CONTINUED)

O. South Placer Wastewater Authority Wastewater Revenue Refunding Bonds, Series 2014 (Continued)

The 2014 Bonds were issued as SIFMA Index Bonds and the interest rate is the rate of the SIFMA index, adjusted weekly, plus a spread of .33%. The SIFMA Municipal Swap Index, represents a seven-day high-grade market index composed of selected tax-exempt variable-rate demand obligations meeting specific criteria. The SIFMA Index is calculated weekly and released each Wednesday afternoon. If at any time the SIFMA Index is not available, there will be used in its place such index as the Trustee, following consultation with the Authority and the Calculation Agent, as applicable for the applicable Interest Rate Period, from time to time determines most closely approximates the SIFMA Index. SIFMA Index Rate is defined as the per annum rate equal to the weighted average of the SIFMA Index in effect for each day in the Interest Period, which is the period from and including each interest payment date for such Series 2014 Bonds.

Interest on the Series 2014 Bonds is payable on the first business day of each month, commencing September 2, 2014. Principal payments are due annually beginning November 3, 2025 through 2029.

The Series 2004 Bonds are secured by a pledge of Authority Revenues, which include all amounts received by, or entitled to be received by, the Authority from the Participants (consist of the City, SPMUD and Placer County) under provisions of the Funding Agreement. The Authority Revenues generally exclude Regional Connection Fees and amount held in the Rate Stabilization Fund, unless certain conditions are met.

As of June 30, 2016, the total principal and interest remaining to be paid on the 2011 Series C, the 2013 Bonds and the 2014 Bonds was \$107,320,040. As disclosed in the Indenture, net revenues of the respective systems of the members are expected to provide coverage over debt service of 110% over the lives of the Bonds, however the Funding Agreement established a Rate Stabilization Account to be used for the payment of debt service on the Bonds and other costs of the Authority. As discussed in Note 16, the members' monthly contributions of regional connection fees are deposited into the Rate Stabilization Account, and the Authority pays the debt service and other costs from the Account, based on each member's proportionate share. For fiscal year 2016, \$5,667,057 in debt service was paid from the Rate Stabilization Account.

P. Roseville Finance Authority Electric System Revenue Refunding Bonds, Series 2014

On July 24, 2014, the Roseville Finance Authority issued Electric System Revenue Refunding Bonds, Series 2014, in the amount of \$16,485,000 to refund the 2004 Electric System Revenue Certificates of Participation. The Bonds bear interest of 5%. Principal payments are due annually on February 1 beginning in 2030. Interest payments are due semi-annually on each August 1 and February 1, commencing on February 1, 2015 through February 1, 2034.

Q. 2015 Water Utility Revenue Refunding Certificates of Participation

On August 20, 2015, the Roseville Finance Authority issued the Water Revenue Certificates of Participation, Series 2015, in the principal amount of \$42,565,000 to refund the 2007 Water Utility Certificates of Participation. The Bonds bear interest at 2.00% to 5.00% and are due semi-annually on December 1 and June 1 of each year. The Bonds are repayable by a pledge of net revenue from the Water Utility System. Principal payments are due annually on December 1 through 2030. The refunding resulted in an overall debt service savings of \$3,915,638. The net present value of the debt service savings is called an economic gain and amounted to \$2,791,937. The refunding resulted in a deferred gain on refunding of \$1,940,826 that is recorded as a deferred outflow of resources and will be amortized over the life of the refunded bonds.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 9 – LONG-TERM DEBT (CONTINUED)

Q. 2015 Water Utility Revenue Refunding Certificates of Participation (Continued)

As of June 30, 2016, the total principal and interest remaining to be paid on the bonds was \$54,205,300. As disclosed in the official statement, all net revenues of the Water Utility System are expected to provide coverage over debt service of 120% over the life of the Bonds. For fiscal year 2016 net revenues amounted to \$11,589,408 which represented coverage of 285% over the \$4,073,306 in debt service.

R. Interest Rate Swap Agreements

The City entered into interest swap agreements in connection with the 2008 Electric Revenue Certificates of Participation, Series A. In addition, the City has a 61.66% interest in the Authority which entered into an interest swap agreement in connection with the 2008 Refunding Wastewater Revenue Bonds, Series B. The Authority amended the swap with the issuance of the 2013 Bonds, but the swap continues to be based on the notional amount of the 2008 B Bonds.

These transactions allow the City to create synthetic fixed rates on the COPs and Revenue Bonds, protecting it against increases in short-term interest rates. The terms, fair value and credit risk of the swap agreements are disclosed below.

Terms. The terms, including the counterparty credit ratings of the outstanding swaps, as of June 30, 2016, are included below. The swap agreements contain scheduled reductions to the outstanding notional amount that are expected to follow scheduled reductions in the associated bond issues.

Related Bond Issue	Nominal Amount	Effective Date	Counterparty	Credit Rating	Fixed Rate Paid	Variable Rate Received	Termination Date
2012 Electric System Revenue Refunding COP (based on nominal amount of 2008 Electric System Revenue COP, Series A)	\$ 36,000,000	5/13/2008	Bank of America, N.A.	A	3.364%	70.5% of 1m LIBOR	2/1/2035
2012 Electric System Revenue Refunding COP (based on notional amount of 2008 Electric System Revenue COP, Series A)	54,000,000	5/13/2008	Morgan Stanley Capital Services, Inc.	A-	3.321%	70.5% of 1m LIBOR	2/1/2035
2011 Refunding Wastewater Revenue Bonds, series C and D and 2013 Refunding Wastewater Revenue Bonds (based on notional amount of 2008 Refunding Wastewater Revenue Bonds, Series B)	48,356,855 (A)	9/17/2003, amended 4/10/2008	Morgan Stanley Capital Services Inc.	A-	3.665%	62% of 1m LIBOR plus 26 bps	11/1/2027
	<u>\$ 138,356,855</u>						

(A) The Authority's swap agreement is based on the notional amount of \$78,425,000 related to the 2008B Bonds. The City's share of these underlying Bonds is 61.66%, or \$48,356,855. Only the City's portion of the swap agreement is shown above, since the City was only obligated for that portion of the Authority's bonds.

Based on the swap agreements, the City owes interest calculated at a fixed rate to the counterparty of the swap. In return, the counterparty owes the City interest based on the variable rate that approximates the rate required by the associated COPs and Bonds. Debt principal is not exchanged; it is only the basis on which the swap receipts and payments are calculated.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 9 – LONG-TERM DEBT (CONTINUED)

R. Interest Rate Swap Agreements (Continued)

Fair value. Fair value of the swaps takes into consideration the prevailing interest rate environment, the specific terms and conditions of each transaction and any upfront payments that may have been received. Hedging derivative instruments are classified as Level 2 and are valued using a discounted cash flow technique, which calculates the future net settlement payments, assuming that current forward rates implied by the yield curve correctly anticipate future spot interest rates (LIBOR or SIMFA). The payments are then discounted using the spot rates (LIBOR or SIMFA) implied by the current yield curve for hypothetical zero-coupon bonds due on the date of each future net settlement on the swap. As of June 30, 2016, the fair value of the swaps was not in favor of the City as follows:

Related Bond Issue	Fair Value	
	2016	2015
2012 Electric System Revenue Refunding COP (based on notional amount of 2008 Electric System Revenue COP, Series A)		
Bank of America N.A.	\$ (10,211,595)	\$ (6,822,683)
Morgan Stanley Capital Services Inc.	(15,036,848)	(9,955,096)
2011 Refunding Wastewater Revenue Bonds, series C and D and 2013 Refunding Wastewater Revenue Bonds (based on notional amount of 2008 Refunding Wastewater Revenue Bonds, Series B) (A)	(7,105,783)	(6,197,143)
	<u>\$ (32,354,226)</u>	<u>\$ (22,974,922)</u>

(A) The Authority's swap agreement is based on the notional amount of \$78,425,000 equivalent to the notional balance on the 2008B Bonds. The City's share of these underlying Bonds was 61.66%, or \$48,356,855. Only the City's portion of the fair value of the swap agreement is shown above, since the City is only obligated for that portion of the Authority's 2011 and 2013 bonds.

Credit Risk. Since the fair values of the swaps are negative, the City is not currently exposed to credit risk. The fair values may increase if interest rates increase in the future. Should interest rates increase to the point where the fair values become positive, the City would be exposed to credit risk on the outstanding swaps. The City will be exposed to interest rate risk only if a counterparty to a swap defaults or if the swap is terminated.

Basis Risk. Basis risk is the risk that the interest rate paid by the City on the underlying variable rate bonds to the bondholders temporarily differs from the variable swap rates received from the applicable counterparty. The City bears basis risk on the swaps. The swaps have basis risk since the City receives a percentage of the LIBOR Index to offset the actual variable bond rates the City pays on the underlying COPs and Bonds. The City is exposed to basis risk should the floating rate that it receives on a swap be less than the actual variable rate the City pays on the bonds. Depending on the magnitude and duration of any basis risk shortfall, the expected cost of the basis risk may vary.

Termination Risk. The City may terminate if the other party fails to perform under the terms of the contract. The City will be exposed to variable rates if the counterparty to the swap contract defaults or if the swap contract is terminated. A termination of the swap contract may also result in the City's making or receiving a termination payment based on market interest rates at the time of the termination. If at the time of termination the swap has a negative fair value, the City would be liable to the counterparty for a payment equal to the swap's fair value.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 9 – LONG-TERM DEBT (CONTINUED)

R. Interest Rate Swap Agreements (Continued)

Rollover Risk. Rollover risk is the risk that the swap associated with a debt issue matures or may be terminated prior to the maturity of the associated debt. When the swap terminates or a termination option is exercised by the counterparty, the City will be re-exposed to the risks being hedged by the swap. The swap based on the 2008 Refunding Wastewater Revenue Bonds, Series B, associated with the 2011 C and D Refunding Wastewater Revenue Bonds and 2013 Refunding Wastewater Revenue Bonds, exposes the City to rollover risk because the swap terminates on November 1, 2027 while the 2011 C Bonds mature on November 1, 2025 and the 2011 D Bonds mature on November 1, 2014, and the 2013 Bonds mature on November 1, 2035.

Swap payments and associated debt. Using rates as of June 30, 2016, debt service requirements of the City's outstanding swap-related variable-rate and fixed rate debt and net swap payments are as follows. As rates vary, variable-rate bond interest payments and net swap payments will vary. These payments below are included in the Debt Service Requirements at June 30, 2016:

For the Year Ending June 30	Variable-Rate Bonds		Interest Rate Swaps, Net	Total
	Principal	Interest		
2017		\$ 1,236,673	\$ 3,807,412	\$ 5,044,085
2018		1,236,673	3,719,452	4,956,125
2019		1,236,673	3,628,156	4,864,829
2020		1,236,673	3,533,675	4,770,348
2021		1,236,673	3,435,706	4,672,379
2022-2026	\$ 25,440,115	5,808,699	14,383,350	45,632,164
2027-2031	58,544,989	3,906,746	7,603,841	70,055,576
2032-2036	60,553,166	1,192,862	2,019,643	63,765,671
Totals	<u>\$ 144,538,270</u>	<u>\$ 17,091,672</u>	<u>\$ 42,131,235</u>	<u>\$ 203,761,177</u>

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 9 – LONG-TERM DEBT (CONTINUED)

S. Debt Service Requirements

Debt service requirements are shown below for all long-term debt:

For the Year Ending June 30	Governmental Activities		Business-type Activities	
	Principal	Interest	Principal	Interest
2017	\$ 1,097,168	\$ 944,731	\$ 20,937,141	\$ 18,080,046
2018	1,112,436	891,131	19,256,224	15,733,645
2019	1,131,800	864,700	22,770,542	16,274,410
2020	1,160,454	835,223	23,945,287	15,162,387
2021	1,187,260	804,942	25,231,379	13,983,144
2022-2026	8,566,977	3,389,844	149,981,735	51,341,310
2027-2031	3,779,525	2,500,991	124,725,145	23,256,549
2032-2036	2,550,000	1,917,225	96,073,166	11,807,112
2037-2041	3,100,000	1,360,188	15,705,000	785,250
2042-2046	3,865,000	598,500		
Totals	<u>\$ 27,550,620</u>	<u>\$ 14,107,475</u>	498,625,619	<u>\$ 166,423,853</u>
Reconciliation of long-term debt				
	Add deferred bond premium		25,653,361	
	Net long-term debt		<u>\$ 524,278,980</u>	

T. Special Assessment Districts

Special Assessment Districts, including Mello Roos Districts, in various parts of the City have issued debt to finance infrastructure improvements and facilities within their boundaries. The City is the collecting and paying agent for the debt issued by these Districts, but has no direct or contingent liability or moral obligation for the payment of this debt. Therefore, this debt is not recorded as long-term debt of the City. The outstanding balance of each of these issues as of June 30, 2016, is as follows:

North Central Roseville Community Facilities District #1, Series 2010	\$ 6,920,000
Stone Point Community Facilities District #1	6,835,000
Fiddymont Ranch Community Facilities District #1	72,945,000
Roseville Finance Authority Revenue Bonds, Series 2006 A and B	25,345,000
Stone Point Community Facilities District #5, Series 2006	4,990,000
Diamond Creek Community Facilities District #1, Series 2007	6,730,000
Special Tax Revenue Refunding Bonds, Series 2007 A Senior Lien Bonds	33,755,000
Special Tax Revenue Refunding Bonds, Series 2007 B Junior Lien Bonds	7,915,000
Fountains Community Facilities District No. 1 Special Tax Bonds Series 2008	11,020,000
Roseville Automall Community Facilities District #1 Special Tax Bonds	1,005,000
Roseville Finance Authority Special Tax Revenue Refunding Bonds, Series 2012	13,995,000
Longmeadow Parkside Community Facilities District #1 Special Tax Refunding Bonds, Series 2013	7,705,000
Westbrook Community Facilities District #1 Special Tax Bonds, Series 2014	14,355,000
Woodcreek West Community Facilities District #1 Refunding Bonds, Series 2015	13,695,000
North Roseville Community Facilities District #1 Refunding Bonds, Series 2015	10,400,000
Westpark Community Facilities District #1 Special Tax Refunding Bonds, Series 2015	67,860,000
HP Campus Oaks Community Facilities District #1 Special Tax Bonds, Series 2016	23,000,000
Total	<u>\$ 328,470,000</u>

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 10 – DERIVATIVE INSTRUMENTS

A. Summary of Notional Amounts and Fair Values

The City enters into contracts to hedge its price exposures to power and natural gas, and to procure energy supplies. These contracts are evaluated pursuant to GASB Statement No. 53, *Accounting and Financial Reporting for Derivative Instruments*, to determine whether they meet the definition of derivative instruments, and, if so, whether they effectively hedge the expected cash flows associated with interest rate and energy exposures.

The City applies hedge accounting for derivatives that are deemed effective hedges. Under hedge accounting, the increase (decrease) in the fair value of a hedge is reported as a deferred inflow or outflow of resources on the statement of net position. For the reporting period, all of the City's derivatives are considered effective hedges.

For energy derivatives, fair values are estimated by comparing contract prices to forward market prices quoted by third party market participants or provided in relevant industry publications.

The following is a summary of the fair values and notional amounts of derivative instruments outstanding as of June 30, 2016.

	2016 Change in Fair Value		Fair Value, End of Fiscal Year 2016		Notional	Level
	Classification	Amount	Classification	Amount		
Effective Cash Flow Hedges						
Electric Fund						
Pay Fixed SWAP, Natural Gas	Deferred Outflow	\$ 5,774,190	Derivative	<u>\$ (1,910,193)</u>	8,687,000 mmBtu	2
Pay Fixed SWAP, Natural Gas	Deferred Inflow	30,313	Derivative	<u><u>\$ 69,435</u></u>	552,000 mmBtu	2
Roseville Natural Gas Financing Authority						
Pay Fixed SWAP, Natural Gas	Deferred Inflow	(2,315,760)	Derivative	\$ 16,023,967	34,513,500 mmBtu	2
Receive Fixed SWAP, Natural Gas	Deferred Inflow	2,101,807	Derivative	94,730,649	76,000-372,000	2
				<u>\$ 110,754,616</u>	monthly mmBtu	

B. Objective and Terms of Hedging Derivative Instruments

The objectives and terms of the City's hedging derivative instruments that were outstanding at June 30, 2016, are summarized in the next table. The table is aggregated by the credit ratings of the City's counterparties. For counterparties having multiple ratings, the rating indicating the greatest degree of risk is used.

Objectives and terms of the City's hedging derivative instruments that were outstanding at June 30, 2016 are summarized in the table below:

Type and Objective	Notional Amount	Effective Date	Maturity Date	Terms	Counterparty	Counterparty Rating
Forward Contracts, Gas:						
Hedge Cash Flows on PG&E citygate Gas	975,000 mmBtu	6/1/2017	3/31/2019	Pay \$3.72; Receive NGI PG&E citygate price	BP Energy	A-
Hedge Cash Flows on PG&E citygate Gas	612,500 mmBtu	11/1/2016	9/30/2017	Pay \$3.59; Receive NGI PG&E citygate price	J Aron & Company	A-
Hedge Cash Flows on PG&E citygate Gas	1,607,500 mmBtu	8/1/2016	12/31/2016	Pay \$4.75; Receive NGI PG&E citygate price	Macquarie Energy	A
Hedge Cash Flows on PG&E citygate Gas	1,012,000 mmBtu	7/1/2015	12/31/2015	Pay \$5.77; Receive NGI PG&E citygate price	Shell Energy North America	A
Commodity Swaps, Gas:						
Prepayment 20-year supply of Natural Gas	\$ 34,513,500	1/1/2008	12/31/2027	Pay index minus 0.68; Receive NGI	Merrill Lynch	A
Hedge on Cash Flows on prepayment of 20-year supply of Natural Gas	From 76,000 to 372,000 mmBtu per month	1/24/2007	1/25/2028	Pay NGI PG&E citygate price; Receive \$7.7224 per MMBtu	JPMorgan Chase Bank, NA	A+

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 10 – DERIVATIVE INSTRUMENTS (CONTINUED)

C. *Risks of Derivative Instruments*

Credit risk – Credit risk is the risk of loss due to a counterparty defaulting on its obligations. The City seeks to minimize credit risk by transacting with creditworthy counterparties. Interest rate swap counterparties are evaluated at the time of transaction execution. The procedure prohibits the City from executing energy hedge transactions with counterparties rated lower than BBB by Standard & Poor's or Fitch rating services, or Baa2 by Moody's. Subsequent to entering into transactions, the credit ratings of one or more counterparties may deteriorate. If so, the City's credit risk management policies increase the amount of collateral that the counterparty must post with the City when the counterparty owes the City, thereby reducing credit risk associated with the decline in the counterparty's credit worthiness.

Termination risk – Termination risk is the risk that a derivative will terminate prior to its scheduled maturity due to a contractual event. Contractual events include bankruptcy, illegality, default, and mergers in which the successor entity does not meet credit criteria. One aspect of termination risk is that the City would lose the hedging benefit of a derivative that becomes subject to a termination event. Another aspect of termination risk is that, if at the time of termination the mark-to-market value of the derivative was a liability to the City, the City could be required to pay that amount to the counterparty. Termination risk is associated with all of the City's derivatives up to the fair value amounts.

NOTE 11 – NET POSITION AND FUND BALANCES

A. *Net Position*

Net Position is the excess of all the City's assets and deferred outflows of resources over all its liabilities and deferred inflows of resources, regardless of fund. Net Position is divided into three captions. These captions apply only to Net Position, which is determined only for proprietary funds and at the Government-wide level, and are described below:

Net investment in capital assets describes the portion of net position which is represented by the current net book value of the capital assets, less the outstanding balance of any debt issued to finance these assets.

Restricted describes the portion of net position which is restricted as to use by the terms and conditions of agreements with outside parties, governmental regulations, laws, or other restrictions which the City cannot unilaterally alter. These principally include developer fees received for use on capital projects (expended) or contributions received in permanent funds (unexpended), debt service requirements, and redevelopment funds restricted to low and moderate income purposes.

Unrestricted describes the portion of net position which is not restricted to use.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 11 – NET POSITION AND FUND BALANCES (CONTINUED)

B. Fund Balances

In the Fund financial statements, fund balances represent the net current assets of each fund. Net current assets generally represent a fund's cash and receivables, less its liabilities.

The City's fund balances are classified based on spending constraints imposed on the use of resources. For programs with multiple funding sources, the City prioritizes and expends funds in the following order: Restricted, Committed, Assigned, and Unassigned. Each category in the following hierarchy is ranked according to the degree of spending constraint:

Nonspendable represents balances set aside to indicate items do not represent available, spendable resources even though they are a component of assets. Fund balances required to be maintained intact, such as Permanent Funds, and assets not expected to be converted to cash, such as prepaids, notes receivable, and land held for redevelopment are included. However, if proceeds realized from the sale or collection of nonspendable assets are restricted, committed or assigned, then Nonspendable amounts are required to be presented as a component of the applicable category.

Restricted fund balances have external restrictions imposed by creditors, grantors, contributors, laws, regulations, or enabling legislation which requires the resources to be used only for a specific purpose. Encumbrances and nonspendable amounts subject to restrictions are included along with spendable resources.

Committed fund balances have constraints imposed by formal action of the City Council, such as an Ordinance, which may be altered only by the same formal action of the City Council. Encumbrances and nonspendable amounts subject to council commitments are included along with spendable resources.

Assigned fund balances are amounts intended to be used by the City for specific purposes but do not meet the criteria to be classified as committed. Assignments may be made by the City Council or its designee, the Finance Director. Unlike commitments, assignments generally only exist temporarily. Thus, additional action does not normally have to be taken for the removal of an assignment.

Unassigned fund balance represents residual amounts that have not been restricted, committed, or assigned. This includes the residual General Fund balance and residual fund deficits, if any, of other governmental funds.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 11 – NET POSITION AND FUND BALANCES (CONTINUED)

B. Fund Balances (Continued)

Detailed classifications of the City's Fund Balances, as of June 30, 2016, are below:

Fund Balance Classifications	General Fund	Other Governmental Funds	Total
Nonspendable:			
Items not in spendable form:			
Prepays	\$ 68,453		\$ 68,453
Notes receivable	11,841,548		11,841,548
Inventories	179,563		179,563
Subtotal	12,089,564		12,089,564
Amounts required to be maintained intact:			
Permanent funds		\$ 16,964,800	16,964,800
Total Nonspendable Fund Balances	12,089,564	16,964,800	29,054,364
Restricted for:			
Community facilities districts		18,577,038	18,577,038
Debt Service		827,834	827,834
Landscape and lighting		10,613,594	10,613,594
Street projects		13,196,939	13,196,939
Affordable housing		7,852,738	7,852,738
Technology replacement		242,528	242,528
Library services and projects		248,968	248,968
Public safety services and projects		5,614,147	5,614,147
Bike trail/open space maintenance		930,303	930,303
Animal control shelter		29,653	29,653
Traffic projects		28,782,985	28,782,985
Public facilities		14,599,808	14,599,808
Park development		32,298,815	32,298,815
Pleasant Grove drain basin		9,687,006	9,687,006
Tree propagation		1,734,849	1,734,849
Community development block grant and HOME programs		165,600	165,600
Aquatics Complex Maintenance		25,346	25,346
Citizen's Benefits		1,028,374	1,028,374
Other capital projects		1,767,711	1,767,711
Total Restricted Fund Balances		148,224,236	148,224,236
Committed to:			
Utility exploration center		96,135	96,135
Park services and projects		508,516	508,516
Building projects		190,277	190,277
Total Committed Fund Balances		794,928	794,928
Assigned to:			
Annual construction and maintenance contracts	202,352		202,352
Information systems upgrades and improvements	287,196		287,196
Annual park and maintenance repairs	155,188		155,188
Police patrol supplies	129,801		129,801
Fire operations and supplies	162,541		162,541
Development services	1,200,724		1,200,724
Public works projects	334,919		334,919
Various contracts	656,758		656,758
Building and general rehabilitation projects		10,525,153	10,525,153
Total Assigned Fund Balances	3,129,479	10,525,153	13,654,632
Unassigned:			
General fund	45,358,414		45,358,414
Other governmental fund deficit residuals		(116,035)	(116,035)
Total Unassigned Fund Balances	45,358,414	(116,035)	45,242,379
Total Fund Balances	\$ 60,577,457	\$ 176,393,082	\$ 236,970,539

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 11 – NET POSITION AND FUND BALANCES (CONTINUED)

C. Fund Balance and Net Position Deficits

The School-Age Child Care Fund had a deficit net position of at June 30, 2016 of \$2,057,586. The City is evaluating the operations of this fund to ensure that service rates are sufficient to cover operations.

The Roseville Community Development Corporation had a deficit fund balance as of June 30, 2016 of \$116,035. The deficit is primarily a result of a loan due to the successor agency. The City will continue to evaluate the operations of RCDC.

The Automotive Services Internal Service Fund had deficit net position at June 30, 2016 of \$2,981,831. Rental Rates will be increased in future years to eliminate the deficit.

The Post Retirement Internal Service Fund had deficit net position at June 30, 2016 of \$47,393,944. Future increases in contribution rates will eliminate this deficit.

The Successor Agency to the Redevelopment Agency Private-Purpose Trust Fund had deficit net position at June 30, 2016 of \$37,237,308. Payment on the related long-term debt will reduce the deficit.

NOTE 12 – PENSION PLAN

Plan Descriptions – Substantially all City employees are eligible to participate in the City’s separate Safety (police and fire) and Miscellaneous (all other) Plans, agent multiple employer defined benefit pension plans administered by the California Public Employees Retirement System (CalPERS), which acts as a common investment and administrative agent for its participating member employers. Benefit provisions under the Plans are established by State statute and may be amended by City resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided – CalPERS provides retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees’ Retirement Law.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 12 – PENSION PLAN (CONTINUED)

The Plans' provisions and benefits in effect at June 30, 2016, are summarized as follows:

	<u>Safety</u>	
	Prior to January 1, 2013	After January 1, 2013
Hire date		
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age	50 - 55	50 - 57
Monthly benefits, as a % of annual salary	3.000%	2.0% - 2.7%
Required employee contribution rates	9.000%	12.250%
Required employer contribution rates	36.635%	36.635%

	<u>Miscellaneous</u>	
	Prior to January 1, 2013	After January 1, 2013
Hire date		
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age	50 - 55	52 - 67
Monthly benefits, as a % of annual salary	2.0% - 2.7%	1.0% - 2.5%
Required employee contribution rates	8.000%	6.250%
Required employer contribution rates	23.506%	23.506%

Employees Covered – At June 30, 2016, the following employees were covered by the benefit terms for each Plan:

	<u>Miscellaneous</u>	<u>Safety</u>
Inactive employees or beneficiaries currently receiving benefits	619	170
Inactive employees entitled to but not yet receiving benefits	616	67
Active employees	916	222
Total	<u>2,151</u>	<u>459</u>

Contributions – Section 20814(c) of the California Public Employees' Retirement law requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in rate. Funding contributions for both Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rates of employees. The City made contributions of \$ 17,564,085 to the miscellaneous plan and \$ 9,409,229 to the safety plan during the year ended June 30, 2016.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 12 – PENSION PLAN (CONTINUED)

Net Pension Liability

The City's net pension liability for each Plan is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability of each of the Plans is measured as of June 30, 2015, using an annual actuarial valuation as of June 30, 2014 rolled forward to June 30, 2015. A summary of principal assumptions and methods used to determine the net pension liability is shown below.

Actuarial Assumptions – The total pension liabilities in the June 30, 2014 actuarial valuations were determined using the following actuarial assumptions:

	<u>Miscellaneous</u>	<u>Safety</u>
Valuation Date	June 30, 2014	June 30, 2014
Measurement Date	June 30, 2015	June 30, 2015
Actuarial Cost Method	Entry-Age Normal Cost Method	
Actuarial Assumptions:		
Discount Rate	7.65%	7.65%
Inflation	2.75%	2.75%
Payroll Growth	3.0%	3.0%
Projected Salary Increase	3.3% - 14.2% (1)	3.3% - 14.2% (1)
Investment Rate of Return	7.65%	7.65%
Mortality	Derived using CalPERS membership data	

(1) Depending on age, service and type of employment

The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2014 valuation were based on the results of a January 2014 actuarial experience study for the period of 1997 to 2011. Further details of the Experience Study can be found on the CalPERS website.

Changes in Assumptions

The long-term expected rate of return on pension plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return on pension plan investments, CalPERS took into account both short and long-term market return expectations as well as the expected pension fund cash flows. Such cash flows were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 12 – PENSION PLAN (CONTINUED)

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These geometric rates of return are net of administrative expenses.

Asset Class	Target Allocation	Real Return Years	Real Return Years
		1 - 10 ¹	11+ ²
Global Equity	51%	5.25%	5.71%
Global Fixed Income	19%	0.99%	2.43%
Inflation Sensitive	6%	0.45%	3.36%
Private equity	10%	6.83%	6.95%
Real Estate	10%	4.50%	5.13%
Infrastructure and forestland	2%	4.50%	5.09%
Liquidity	2%	-0.55%	-1.05%
Total	100%		

¹ An expected inflation of 2.5% used for this period

² An expected inflation of 3.0% used for this period

Discount rate - The discount rate used to measure the total pension liability was 7.65% for each plan. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that the district's contributions will be made at rates equal to the difference between actuarially determined contributions rates and the employee rate. Based on those assumptions, each pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 12 – PENSION PLAN (CONTINUED)

Changes in the Net Pension Liability

The changes in the Net Pension Liability for each Plan as of the measurement date of June 30, 2016 follows:

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Miscellaneous Plan:			
Balance at June 30, 2015	<u>\$ 513,101,070</u>	<u>\$ 346,951,083</u>	<u>\$ 166,149,987</u>
Changes in the year:			
Service Cost	\$ 12,377,311		\$ 12,377,311
Interest on the total pension liability	38,106,634		38,106,634
Plan to plan resource movement		\$ 3,810	(3,810)
Contribution - employer		15,901,790	(15,901,790)
Contribution - employee		5,785,312	(5,785,312)
Projected earnings on investments		26,526,104	(26,526,104)
Differences between projected and actual earnings on plan investments	(1,796,891)	(18,640,336)	16,843,445
Change in assumptions	(9,697,397)		(9,697,397)
Benefit payments, including refunds of employee contributions	(19,339,004)	(19,339,004)	
Administrative expenses		(401,772)	401,772
Net changes	<u>19,650,653</u>	<u>9,835,904</u>	<u>9,814,749</u>
Balance at June 30, 2016	<u>\$ 532,751,723</u>	<u>\$ 356,786,987</u>	<u>\$ 175,964,736</u>
Safety Plan:			
Balance at June 30, 2015	<u>\$ 257,069,269</u>	<u>\$ 182,026,076</u>	<u>\$ 75,043,193</u>
Changes in the year:			
Service Cost	\$ 7,650,925		\$ 7,650,925
Interest on the total pension liability	18,851,867		18,851,867
Plan to plan resource movement		\$ (26,514)	26,514
Contribution - employer		9,010,440	(9,010,440)
Contribution - employee		2,299,042	(2,299,042)
Projected earnings on investments		13,963,007	(13,963,007)
Differences between projected and actual earnings on plan investments	(4,348,535)	(9,852,741)	5,504,206
Change in assumptions	(5,162,388)		(5,162,388)
Benefit payments, including refunds of employee contributions	(9,908,333)	(9,908,333)	
Administrative expenses		(210,832)	210,832
Net changes	<u>7,083,536</u>	<u>5,274,069</u>	<u>1,809,467</u>
Balance at June 30, 2016	<u>\$ 264,152,805</u>	<u>\$ 187,300,145</u>	<u>\$ 76,852,660</u>
Totals of both miscellaneous and safety plans	<u>\$ 796,904,528</u>	<u>\$ 544,087,132</u>	<u>\$ 252,817,396</u>

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 12 – PENSION PLAN (CONTINUED)

Sensitivity of the Net Pension Liability to Changes in the Discount Rate – The following presents the net pension liability of the City for each Plan, calculated using the discount rate for each Plan, as well as what the City’s net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	<u>Miscellaneous</u>	<u>Safety</u>	<u>Total</u>
1% Decrease	6.65%	6.65%	6.65%
Net Pension Liability	\$ 250,673,049	\$ 117,146,821	\$ 367,819,870
Current Discount Rate	7.65%	7.65%	7.65%
Net Pension Liability	\$ 175,964,736	\$ 76,852,660	\$ 252,817,396
1% Increase	8.65%	8.65%	8.65%
Net Pension Liability	\$ 114,257,891	\$ 44,187,642	\$ 158,445,533

Pension Plan Fiduciary Net Position – Detailed information about each pension plans’ fiduciary net position is available in the separately issued CalPERS financial reports.

Pension Expense and Deferred Outflows/Inflows of Resources Related to Pensions

For the year ended June 30, 2016, the City recognized pension expense of \$21,215,177. At June 30, 2016, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Pension contributions subsequent to measurement date	\$ 26,973,314	
Changes of assumptions		\$ (11,483,206)
Differences between expected and actual experience		(4,934,938)
Net difference between projected and actual earnings on plan investments		(4,040,392)
Total	<u>\$ 26,973,314</u>	<u>\$ (20,458,536)</u>

The amount of \$26,973,314 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2017. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

<u>Year ended June 30</u>	<u>2016</u>
2017	\$ (7,833,403)
2018	(7,833,403)
2019	(7,538,681)
2020	4,058,803
2021	(1,311,852)
	<u>\$ (20,458,536)</u>

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 13 – POST-EMPLOYMENT BENEFITS

A. Plan Provisions

The City provides medical benefits to substantially all retirees under the City of Roseville Other Post Employment Benefit Plan, a sole employer defined benefit healthcare plan. The City is responsible for establishing and amending the funding policy of the Plan. The Plan does not issue separate financial statements. As of June 30, 2016, there were 596 participants receiving these health care benefits.

By Council resolution and through agreements with its labor units, the City provides certain health care benefits for retired employees under third-party insurance plans. A summary of eligibility and benefits offered are shown below:

Eligibility	Retire directly from the City under CalPERS (age 50 (a) and 5 years of CalPERS service or disability retirement)			
	Tier 1 Hired prior to January 1, 2004 (b)		Tier 2 Hired prior on or after January 1, 2004 (b)	
Benefit	City paid premium, subject to the following caps:		City paid premium, subject to the following caps:	
	<u>Group</u>	<u>2016</u>		<u>2016</u>
	Management/Confidential	\$ 1,272	Single	\$ 705
	Stationary Engineers Local 39	1,284	Two Party	1,343
	Roseville Police Association	1,272	Family	1,727
	Roseville Police Officers Association	1,272		
	Roseville Firefighters Association	1,272	Subject to vesting schedule	
	International Brotherhood of Electrical Workers	1,272	<u>CalPERS service</u>	<u>Percent of Cap</u>
			Less than 10 years	0% (c)
			10 - 20 years	50%
			20 years or more	100%
			Five years City service required	
			100% vested if disabled	
	Tier 3 RFF Hired on or after January 1, 2012		Tier 3 Non-RFF Hired on or after January 1, 2014 (d)	
Benefit (continued)	\$720/month - subject to Tier 2 vesting schedule based on City Service		PEMHCA minimum	
	Employees contribute percent of payroll to PFM trust starting 2012:		Roseville Health Savings Account:	
	<u>Years of City Service</u>	<u>Payroll %</u>	Employees contribute percent of payroll	
	1	1%	to health savings account	
	2	2%	<u>Years of City Service</u>	<u>Payroll %</u>
	3	3%	1	1%
	4	4%	2	2%
	5+	5%	3	3%
			4	4%
			5+	5%
			City contribution of \$100/month after 5 years	
			City service	
			Must retire from City to receive City health savings account contributions	
Non-Represented	Eligible for PEMHCA minimum only			
Dental, Vision and Life	None			
Surviving Spouse	Retiree medical benefit continues to surviving spouse if retire elects CalPERS survivor annuity.			
Continuation				
	(a) Age 52 for Miscellaneous PEPRA employees. (b) January 1, 2005 for Police Officers Association (sworn) and Local 39 (c) City must pay at least the PEMHCA minimum (d) Eligible for PEMHCA minimum only			

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 13 – POST-EMPLOYMENT BENEFITS (CONTINUED)

B. Funding Policy and Actuarial Assumptions

The annual required contribution (ARC) was determined as part of a June 30, 2015, actuarial valuation using the entry age normal actuarial cost method. This is a projected benefit cost method, which takes into account those benefits that are expected to be earned in the future as well as those already accrued. The actuarial assumptions included (a) 6.50% investment rate of return, (b) 3.25% projected annual salary increase, (c) 3.00% of general inflation increase, and (d) a healthcare trend of declining annual increases ranging from 7.00% to 7.20% in 2017 to 5.00% for years starting 2021. The actuarial methods and assumptions used include techniques that smooth the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets. Actuarial calculations reflect a long-term perspective and actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future. Actuarially determined amounts are subject to revision at least biannually as results are compared to past expectations and new estimates are made about the future. The City's OPEB unfunded actuarial accrued liability is being amortized as a level percentage of projected payroll, on a closed basis, using a 28 year amortization period with 26 years remaining.

C. Trend Information

The following table provides three years of historical information of the Annual OPEB Cost:

Fiscal Year	Annual OPEB Cost (AOC)	Actual Contribution	Percentage of AOC Contributed	Net OPEB Obligation
6/30/2014	\$ 13,586,139	\$ 7,469,613	55%	\$ 39,363,312
6/30/2015	14,092,818	8,994,201	64%	44,461,929
6/30/2016	16,643,000	11,471,000	69%	49,633,184

Schedule of Funding Progress

Actuarial Valuation Date	Actuarial Value of Assets (A)	Entry Age Actuarial Accrued Liability (B)	Overfunded (Underfunded) Actuarial Accrued Liability (A - B)	Funded Ratio (A/B)	Covered Payroll C	Overfunded (Underfunded) Actuarial Liability as Percentage of Covered Payroll [(A - B)/C]
6/30/2015	\$ 53,826,000	\$ 206,344,000	\$ (152,518,000)	26.09%	\$ 93,480,000	-163.16%

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 13 – POST-EMPLOYMENT BENEFITS (CONTINUED)

D. Funding Progress and Funded Status

During the fiscal year ended June 30, 2016, the City has recorded a Net OPEB Obligation in the Post Retirement Internal Service Fund, representing the difference between the ARC and actual contributions, as presented below:

Annual required contribution (ARC)	\$ 16,365,000
Interest on net OPEB obligation	2,890,000
Adjustment to annual required contribution	<u>(2,612,000)</u>
Annual OPEB cost	16,643,000
Contributions:	
Pay-as-you-go premiums	(7,423,963)
Contribution to the Trust	<u>(4,047,782)</u>
Change in net OPEB obligation	5,171,255
Net OPEB obligation at June 30, 2015	<u>44,461,929</u>
 Net OPEB Obligation at June 30, 2016	 <u>\$ 49,633,184</u>
 Percentage of annual OPEB cost contributed	 <u><u>69%</u></u>

The Net OPEB Obligation is liquidated by the fund that has recorded the liability. The long-term portion of governmental activities Net OPEB Obligation is liquidated primarily by the General Fund.

E. Investments Authorized for the Other Post Employment Benefits Trust Fund

The authorized investments for the Other Post Employment Benefits Trust were established pursuant to the Trust Agreement. The City, as trustee, has elected to invest the Trust assets in up to six months of cash, cash equivalent and/or money market funds for near term Trust benefits and expenses. All remaining assets will be invested in longer-term securities and shall be diversified with the intent to minimize the risk of long-term investment losses. Consequently, the total portfolio will be constructed and maintained to provide diversification with regard to the concentration of holdings in individual issues, issuers, countries, governments or industries. To achieve the Trust's investment objectives and the best balance between risk and return for optimal diversification, assets will be invested in accordance with the targets for each asset class as follows to attempt to achieve a long-term average total annual rate of return that is equal to or greater than the Trust's actuarial discount rate as described above.

	Asset Weightings	
	Range	Target
Domestic Equity	18% - 38%	28%
International Equity	7% - 27%	17%
REITs	0% - 10%	2.5%
Inflation Hedge	0% - 10%	2.5%
Fixed Income	35% - 75%	50%
Cash Equivalent	0% - 20%	0%

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 13 – POST-EMPLOYMENT BENEFITS (CONTINUED)

F. Other Post Employment Benefits Trust Fund Assets

At June 30, 2016, the Trust reported assets available for benefits of \$60,814,291. The composition of these assets at June 30, 2016, is shown below.

	Amount	Level
Cash equivalents	\$ 227,127	Uncategorized
Domestic equity funds	33,045,960	2
Fixed income securities	25,289,706	2
Miscellaneous (EQUUS)	2,251,498	Uncategorized - Amortized Cost
Assets available for benefits at June 30, 2016	<u>\$ 60,814,291</u>	

NOTE 14 – RISK MANAGEMENT

The City manages risk of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters by participating in the public entity risk pools described below and by retaining certain risks.

Public entity risk pools are formally organized and separate entities established under the Joint Exercise of Powers Act of the State of California. As separate legal entities, those entities exercise full powers and authorities within the scope of the related Joint Powers Agreements including the preparation of annual budgets, accountability for all funds, the power to make and execute contracts and the right to sue and be sued. Each risk pool is governed by a board consisting of representatives from member agencies. Each board controls the operations of the respective risk pool, including selection of management and approval of operating budgets, independent of any influence by member agencies beyond their representation on that board. Obligations and liabilities of these risk pools are not the City's responsibility.

The contributions made to the risk pools below equal the ratio of the respective member payrolls to the total payrolls of all entities participating in the same layer of each program, in each program year. Actual surpluses or losses are shared according to a formula developed from overall loss costs and spread to member entities on a percentage basis after a retrospective rating.

A. Risk Coverage

General Liability, Property and Boiler and Machinery

The City is a member of the California Joint Powers Risk Management Authority (CJPRMA) which covers general liability claims, property, and boiler and machinery losses. Once the City's SIR is met, CJPRMA becomes responsible for payment of all claims up to the limit. Financial statements for the risk pool and more information may be obtained from CJPRMA, 3201 Doolan Road, Suite 285, Livermore, California 94551.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 14 – RISK MANAGEMENT (CONTINUED)

A. Risk Coverage (Continued)

General Liability Coverage

The City has a self-insured retention (SIR) of \$500,000 per claim up to a \$40,000,000 limit. The City's premium was \$624,805.

Property Coverage

CJPRMA has purchased commercial insurance against property damage. The City has a self-insured retention (SIR) of \$25,000 per claim up to a \$300,000,000 limit. The City's premium for coverage is \$182,928.

Boiler and Machinery Coverage

CJPRMA has purchased commercial insurance against boiler and machinery claims. The City has a SIR of \$5,000 per claim up to a \$21,250,000 limit. The annual premium paid was \$31,983.

Roseville Energy Park Property Coverage

The City purchased commercial property insurance specifically to cover the Roseville Energy Park. The City has a self-insured retention of \$250,000 per claim up to a \$200,000,000 limit. The City's premium for coverage is \$363,194.

Fiduciary Coverage

The City purchased fiduciary insurance specifically to cover the OPEB Trust. The self-insured retention is \$25,000 per claim up to a \$3,000,000 limit. The City's premium for coverage is \$34,056.

Workers' Compensation

The City is also a member of the Local Agency Workers' Compensation Excess Joint Powers Authority (LAWCX), which covers workers' compensation claims up to \$5,000,000 and has excess coverage through CSAC-EIA up to the statutory limit. The City has a self-insured retention (SIR) of \$350,000 per claim. The City's premium of \$811,176 was for current year coverage plus \$3,874 towards a 97/98 assessment and \$26,837 towards a 98/99 assessment. The total premium charged to the City was \$841,887.

Financial statements for the risk pool and more information may be obtained from LAW CX, 1750 Creekside Oaks Drive, Suite 200, Sacramento, California 95833.

B. Insurance Internal Service Funds

The Governmental Accounting Standards Board (GASB) requires municipalities to record their liability for uninsured claims and to reflect the current portion of this liability as an expenditure in their financial statements. As discussed above, the City has coverage for such claims, but it has retained the risk for the deductible or uninsured portion of these claims.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 14 – RISK MANAGEMENT (CONTINUED)

B. Insurance Internal Service Funds (Continued)

The change in the Workers' Compensation Internal Service Fund's claims liability, including claims incurred but not reported is based on an independent actuarial study prepared annually and was computed as follows for the years ended June 30:

	2016	2015
Claims liability, beginning of year	\$ 8,096,298	\$ 8,923,807
Current year claims	2,867,000	2,120,000
Change in prior year claims	(1,527,352)	(973,718)
Claims paid, current year claims	(514,941)	(241,696)
Claims paid, prior year claims	(1,472,063)	(1,732,095)
Claims liability, end of year	<u>\$ 7,448,942</u>	<u>\$ 8,096,298</u>
Current claims liabilities	<u>\$ 1,400,094</u>	<u>\$ 971,556</u>

The City's liability for uninsured general liability claims, including claims incurred but not reported is reported in the General Liability Internal Service Fund. The liability is based on an independent actuarial study prepared annually and was computed as follows for the years ended June 30:

	2016	2015
Claims liability, beginning of year	\$ 2,046,933	\$ 1,825,529
Current year claims	1,200,000	851,000
Change in prior year claims	(652,172)	225,606
Claims paid, current year claims	(94,651)	(136,825)
Claims paid, prior year claims	(678,827)	(718,377)
Claims liability, end of year	<u>\$ 1,821,283</u>	<u>\$ 2,046,933</u>
Current claims liabilities	<u>\$ 660,351</u>	<u>\$ 593,611</u>

NOTE 15 – NORTHERN CALIFORNIA POWER AGENCY (NCPA)

A. General

The City participates in joint ventures through Joint Powers Authorities (JPAs) established under the Joint Exercise of Powers Act of the State of California. As separate legal entities, these JPAs exercise full powers and authorities within the scope of the related Joint Powers Agreement, including the preparation of annual budgets, accountability for all funds, the power to make and execute contracts and the right to sue and be sued. Obligations and liabilities of the JPAs are not those of the City.

Each JPA is governed by a board consisting of representatives from each member agency. Each board controls the operations of its respective JPA, including selection of management and approval of operating budgets, independent of any influence by member agencies beyond their representation on the Board.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 15 – NORTHERN CALIFORNIA POWER AGENCY (NCPA) (CONTINUED)

A. General (Continued)

The City is a member of NCPA, a joint powers agency which operates under a joint powers agreement among fifteen public agencies. The purpose of NCPA is to use the combined strength of its members to purchase, generate, sell and interchange electric energy and capacity through the acquisition and use of electrical generation and transmission facilities, and to optimize the use of those facilities and the member's position in the industry. Each agency member has agreed to fund a pro rata share of certain assessments by NCPA and certain members have entered into take-or-pay power supply contracts with NCPA. While NCPA is governed by its members, none of its obligations are those of its members unless expressly assumed by them.

The City receives no income from NCPA, and does not participate in all of its projects. Further, NCPA does not measure or determine the City's equity in NCPA as a whole. NCPA reports only the City's share of its General Operating Reserve, comprised of cash and investments, and the City's share of those Projects in which the City is a participant. These amounts are reflected in the financial statements as Investment in NCPA Reserve.

During the year ended June 30, 2016, the City incurred expenses totaling \$7,535,368 for purchased power, regulatory and legislature assessments, association dues and prepaid assets paid to NCPA.

The City's interest in certain NCPA Projects and Reserve, as computed by NCPA using unaudited information, is set forth below.

	<u>June 30, 2016</u>
General operating reserve (including advances)	\$ 1,506,710
Associated member services (including advances)	76,454
Undivided equity interest, at cost, in certain NCPA power projects:	
Geothermal projects	642,565
Calveras hydroelectric project	1,108,321
Combustion turbine project no. 2	<u>75,275</u>
	<u>\$ 3,409,325</u>

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 15 – NORTHERN CALIFORNIA POWER AGENCY (NCPA) (CONTINUED)

A. General (Continued)

The General Operating Reserve (GOR) is an additional operating reserve for non-budgeted items that are contingent or non-specific. Deposits to the GOR include items such as the City's portion of funds which resulted from the settlement with third parties of issues with financial consequences and reconciliations of prior years' budgets for programs. It is recognized that all the funds credited to the City are linked to the collection of revenue from the City's ratepayers, or to the settlement of disputes relating to electric power supply and that the money was collected from the City's ratepayers to pay power bills. Additionally, the NCPA Commission identified and approved the funding of specific reserves for working capital, accumulated employees post-retirement medical benefits, and billed property taxes for the geothermal project. The Commission also identified a number of contingent liabilities that may or may not be realized, the cost of which in most cases is difficult to estimate at this time. One such contingent liability is the steam field depletion which will require funding to cover debt service and operational costs in excess of the expected value of the electric power. The General Operating Reserve is intended to minimize the number and amount of individual reserves needed for each project, protect NCPA's financial condition and maintain its credit worthiness. These funds are available on demand, but the City maintains funds with NCPA as a reserve against these contingencies identified by NCPA.

Members of NCPA may participate in an individual project of NCPA without obligation for any other project. Member assessments collected for one project may not be used to finance other projects of NCPA without the member's permission.

B. Projects

Geothermal Projects

NCPA's Geothermal Project has experienced a greater than originally anticipated decline in steam production from geothermal wells on its leasehold property. NCPA will continue to monitor the wells while pursuing alternatives for improving and extending reservoir performance, including supplemental water reinjection, plant equipment modifications, and changes in operating methodology. NCPA, along with other steam field operators, has observed a substantial increase in steam production in the vicinity of reinjection wells and is attempting to increase water reinjection at strategic locations. NCPA, together with other steam developers and the Lake County Sanitation District, has completed the construction of a wastewater pipeline project that greatly increased the amount of water available for reinjection.

Based on an internal assessment of the melded costs of power from the Geothermal Project and all other resources available to the members, NCPA believes its members will continue to be able to operate their electric utilities on a competitive basis, when compared to local investor-owned utility rates, while meeting all electric system obligations including those to NCPA. In March 2009, NCPA issued \$35,610,000 Geothermal Project Number 3 Revenue Bonds (2009 Series A). The proceeds were used to finance and operate the two NCPA 110 MW geothermal steam powered generating plants, Plant Number 1 and Plant Number 2. In 2012, NCPA issued \$12,910,000 in bonds for Plant Number 1 turbine upgrades. The City is obligated to pay its contractual share of 7.883% of the operating costs and debt service until it is fully satisfied, regardless of resulting cost or availability of energy. At June 30, 2016, the book value of this Project's plant, equipment and other assets was \$87,015,972 while its long-term debt totaled \$34,594,237 and other liabilities totaled \$44,272,327. The City's share of the Project's long-term debt amounted to \$2,727,064 at that date.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 15 – NORTHERN CALIFORNIA POWER AGENCY (NCPA) (CONTINUED)

B. Projects (Continued)

On October 28, 2004, NCPA approved a resolution to finance the expansion and remodeling of the NCPA main office building located in Roseville. The expansion is included as part of the Geothermal Projects funded by the bonds mentioned above. The City will recover its 7.883% share of the cost of the expansion which was \$204,958, with a 5% return on the investment over a ten year period. As of June 30, 2016, the City was owed \$4,321.

Calaveras Hydroelectric Project

In July 1981, NCPA agreed with Calaveras County Water District to purchase the output of the North Fork Stanislaus River Hydroelectric Development Project and to finance its construction. Debt service payments to NCPA began in February 1990 when the project was declared substantially complete and power was delivered to the participants. Under its power purchase agreement with NCPA, the City is obligated to pay 12% of this Project's debt service and operating costs. In January 2012, NCPA refunded the outstanding Revenue Bonds with the \$83,785,000 2012 Hydroelectric Project Number One Revenue Bonds. At June 30, 2016, the book value of this Project's plant, equipment and other assets was \$435,313,323, while its long-term debt totaled \$375,870,310, and other liabilities totaled \$50,207,012. The City's share of the Project's long-term debt amounted to \$38,710,607 at that date.

Combustion Turbine Project No. 2 (Steam Injected Gas Turbine Project)

The City is a participant in a 49.8 megawatt Steam Injected Gas Turbine project which was built under turnkey contract near the City of Lodi and declared substantially complete on April 23, 1996. In October 1992, NCPA issued \$152,320,000 of Multiple Capital Facilities Revenue Bonds to finance this project. In January 2010, NCPA refinanced the outstanding Capital Facilities Revenue Bonds by the issuance of the \$55,120,000 Capital Facilities Revenue Bonds Series A (2010 Refunding Series A). Under the NCPA power purchase agreement, the City is obligated to pay 36.50% of the debt service and operating costs for the Lodi unit.

The City's participation in procurement of natural gas for fuel for existing and new combustion turbine units was approved in 1993. Although there is currently no additional debt financing, the City and NCPA have committed to long-term payments for gas transmission pipeline capacity, and entered a purchase contract for natural gas. The City is obligated to pay 17.9218% of the natural gas purchase contract.

At June 30, 2016, the book value of this Project's plant, equipment and other assets was \$44,658,157, deferred outflows totaled \$2,257,570, while its long-term debt totaled \$42,026,831 and other liabilities totaled \$2,425,094. The City's share of the Project's long-term debt amounted to \$15,339,793 at that date.

C. NCPA Financial Information

NCPA's financial statements can be obtained from NCPA, 651 Commerce Drive, Roseville, California 95678.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 16 – SOUTH PLACER WASTEWATER AUTHORITY

The City is a member of the South Placer Wastewater Authority (SPWA), a joint powers agency which operates under a joint powers agreement among three public agencies, the City of Roseville, South Placer Municipal Utility District and Placer County. The purpose of SPWA is to provide for the planning, financing, acquisition, construction and operation of the Regional Wastewater Facilities.

Under the terms of a funding agreement, the City will own and operate the Regional Wastewater Facilities. Under the terms of this agreement the member agencies will share the operating costs of the Facilities after construction is complete. The Regional Wastewater Facilities include the Dry Creek Plant and the Pleasant Grove Plant. In November 2000, the SPWA issued Revenue Bonds Series A and Series B in the original principal amounts of \$109,775,000 and \$70,000,000 respectively. The purpose of these bonds is to partially finance the costs of acquisition and construction of the Pleasant Grove Wastewater Treatment Plant. On September 2003, the SPWA issued Refunding Revenue Bonds in the original principal amounts of \$97,000,000. The purpose of the 2003 bonds is to advance refund the 2000 Revenue Bonds Series A. On April 3, 2008, the SPWA issued Variable Rate Demand Refunding Wastewater Revenue Bonds Series 2008A and 2008B in the original principal amounts of \$72,504,000 and \$92,850,000 respectively. The purpose of the 2008A bonds is to refund the remaining outstanding balance of the 2000 Revenue Bonds Series B. The 2008B bonds were issued to refund the remaining outstanding balance of the 2003 Refunding Revenue Bonds and to advance refund the remaining outstanding balance of the 2000 Revenue Bonds Series A. On April 7, 2011 the SPWA issued Refunding Wastewater Revenue Bonds Series A, B, C and D in the original principal amounts of \$30,165,000, \$30,160,000, \$67,040,000 and \$30,000,000, respectively. The purpose of the 2011 Bonds was to refund the remaining outstanding balance of the 2008A and 2008B Bonds. On April 1, 2013, the SPWA issued Refunding Wastewater Bonds, Series 2013, in the original principal amount of \$59,330,000 to refund the outstanding balance of the 2011 Series A and B Bonds. The three agencies are responsible for the repayment of all of these Revenue Bonds. The City's share of this obligation was originally 54.17%, but with the amendment to the funding agreement discussed below, the City's obligation is now 61.66%. As a result, this portion of the debt was recorded on the City's financial statements, as discussed in Note 9.

During the year ended June 30, 2016, the City paid \$6,618,117 to SPWA based on connection fees collected during the fiscal year.

The City records its share of income and expenses from SPWA in the Wastewater Enterprise Fund and these changes are reflected in the Statement of Revenues, Expenses and Changes in Net Position. The members of the SPWA entered into an Amended and Restated Funding Agreement and a Reallocation and Repayment Agreement effective October 1, 2012. The Amended and Restated Funding Agreement changed the proportionate shares of each member for the cost allocations and the City's share was increased to 61.66%. The City's investment in SPWA Reserves at June 30, 2016, was \$72,383,339.

SPWA's financial statements can be obtained from the City of Roseville, 311 Vernon Street, Roseville, California, 95678.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 17 – MUNICIPAL SOLID WASTE LANDFILL CLOSURE AND POST CLOSURE CARE COSTS

State and federal laws and regulations require that the City perform certain maintenance and monitoring functions at the Roseville sanitary landfill site, which is closed, through the year 2024. Accordingly, the City has recorded a liability and expense in the Enterprise Solid Waste Fund for the estimated postclosure care cost. The recorded amount is based on applicable state and local laws and regulations concerning closure and postclosure care. If additional postclosure care requirements are determined (due to changes in technology or applicable laws or regulations, for example), these costs may result in increased charges to future landfill users or the usage of future tax revenues. During fiscal year 2016, the changes of landfill closure liabilities were as follows:

Beginning Balance	\$ 2,208,755
Deductions	<u>(208,979)</u>
Ending Balance	<u><u>\$ 1,999,776</u></u>

NOTE 18 – COMMITMENTS AND CONTINGENT LIABILITIES

A. *NCPA and Western Area Power Administration*

Under the terms of its NCPA joint venture agreement, the City is contingently liable for a portion of the bonded indebtedness issued by these agencies under take-or-pay or similar agreements, as discussed in Note 15. The City's estimated share of such debt outstanding at June 30, 2016, was \$56,777,464. Under certain circumstances, the City may also be responsible for a portion of the costs of operating these entities. Under certain circumstances, such as default or bankruptcy of other participants, the City may also be liable to pay a portion of the debt of these joint ventures on behalf of the other participants.

In addition, the City has a long-term obligation to the United States Department of Energy, Western Area Power Administration, for 4.58533% of the output of the Central Valley Project, California. This contract, also known as the Western Base Resource, obligates the City to make payments on a "take-or-pay" basis through December 31, 2024. The City expects to pay approximately \$3.5 million annually for the term of this contract. The City receives approximately 153,000 MWh of energy per year under average hydro and storage conditions.

B. *Federal and State Grant Programs*

The City participates in Federal and State grant programs. These programs have been audited by the City's independent accountants in accordance with the provisions of the federal Single Audit Act as amended and applicable State requirements. No cost disallowances were proposed as a result of these audits; however, these programs are still subject to further examination by the grantors and the amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time. The City expects such amounts, if any, to be immaterial.

C. *Litigation*

The City is subject to litigation arising in the normal course of business. In the opinion of the City Attorney there is no pending litigation, other than disclosed above, which is likely to have a material adverse effect on the financial position of the City.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 18 – COMMITMENTS AND CONTINGENT LIABILITIES (CONTINUED)

D. Encumbrances

The City uses an encumbrance system as an extension of normal budgetary accounting for governmental funds. Under this system, purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of applicable appropriations. Encumbrances outstanding at year-end are recorded as restricted, committed or assigned fund balance, depending on the classification of the resources to be used to liquidate the encumbrance, since they do not constitute expenditures or liabilities. Outstanding encumbrances at year-end may be reappropriated for the following year. Unencumbered and unexpended appropriations lapse at year-end. Encumbrances outstanding as of June 30, 2016, by individual major funds and non-major funds in total were as follows:

Major Governmental Funds:	
General Fund	\$ 3,129,479
Non-Major Governmental Funds	<u>10,525,153</u>
Total Encumbrances	<u><u>\$ 13,654,632</u></u>

E. Other Commitments

The City had the following outstanding significant commitments at June 30, 2016:

Projects	(in millions)
REP long-term service agreement	\$ 29.5
Net power purchase contracts	30.9
Natural Gas Forward Obligations	108.1
Renewable power purchase obligations	71.0

NOTE 19 – GAS SUPPLY ACQUISITIONS AND RESALE

The City operates certain electrical generating plants which provide power for sale to the public and needs reliable, economic supplies of natural gas to generate the needed electricity. In pursuit of that objective the City and its component unit, the City of Roseville Redevelopment Agency formed the Authority for the purpose of acquiring, financing and supplying natural gas to the City. Summarized below are various agreements entered into by the Authority to achieve its purpose.

A. Prepaid Gas Agreement

Pursuant to an Agreement for the Purchase and Sale of Natural Gas dated January 24, 2007, the Authority used a portion of the proceeds of its \$209,350,000 of Gas Revenue Bonds, Series 2007 (the Bonds) to prepay Merrill Lynch Commodities, Inc. (Gas Supplier) for a twenty year supply of natural gas. Commencing January 1, 2008, and continuing through December 31, 2027, the Gas Supplier is obligated to deliver daily contract quantities of natural gas on a firm basis to the designated delivery point. Daily contract quantities vary from month to month but not from year to year. This commitment totals 2,352,000 MMBtus (millions of British thermal units) per year or 47,040,000 MMBtus for the twenty year contract period. The Authority has recorded a Prepaid Natural Gas asset which is to be amortized as daily contract quantities are delivered.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 19 – GAS SUPPLY ACQUISITIONS AND RESALE (CONTINUED)

A. *Prepaid Gas Agreement (Continued)*

The agreement provides for payments to be made by the Gas Supplier if it fails to deliver the daily contract quantities and may be terminated by the Authority in the event of non-performance by the Supplier. The Agreement will automatically terminate if there is a termination of the Commodity Swap (See Note 19 D below) which is not due to default by the Authority or if there is an event of default under the swap agreement entered into by the Gas Supplier and a third party. Upon early termination, whether due to the above or due to any other optional termination event as defined in the agreement, the Gas Supplier is required to make a termination payment to the Authority that is expected to be sufficient, together with other available funds, to redeem the Bonds. The Gas Supplier's commitments under this agreement are guaranteed by its parent company, Merrill Lynch & Co. Inc. under a guarantee agreement with the Authority.

As of June 30, 2016, the book value of prepaid gas under this agreement amounted to \$159,332,478.

B. *Funding Agreement*

Under certain conditions specified in a Funding and Assignment Agreement dated January 24, 2007 between the Authority and Gas Supplier, the Gas Supplier has agreed to advance funds to the Trustee to pay debt service when due or to redeem bonds in the event of early termination. Advances are required under covered swap deficiencies and covered termination deficiencies and optional advances may also be made. Advances are repayable from by the responsible party causing the deficiency requiring an advance under this agreement. This agreement is coterminous with the Bonds. The Gas Supplier's commitment under this agreement is guaranteed by its parent company, Merrill Lynch & Co. Inc. under a guarantee agreement with the Authority.

There were no advances outstanding as of June 30, 2016.

C. *Supply Agreement*

Pursuant to a Natural Gas Supply Agreement dated February 1, 2007, the Authority has agreed to sell to the City a twenty year supply of natural gas. This Supply Agreement is coterminous with and provides for the delivery of natural gas in quantities which are matched to the Prepaid Gas Agreement, discussed above. For each MMBtu delivered (sold) to the City, the Authority will receive a variable revenue stream based on a first of the month index for the delivery location. The Agreement terminates upon termination of the Prepaid Gas Agreement or upon the City's failure to make any required payment within two business days of the due date.

D. *Commodity Swap Agreement*

In order to have its gas price exposure consistent with prevailing market rates, the Authority entered into a natural gas Commodity Swap Agreement with JPMorgan Chase Bank (Counterparty). For the term of deliveries under the Prepaid Gas Agreement and the Supply Agreement, the Authority will pay an index price per MMBtu to the Counterparty, and the Counterparty will pay a fixed price to the Authority. The index price paid by the Authority is expected to approximate the price paid by the City under the Supply Agreement.

The monthly quantity and term of the Commodity Swap Agreement are matched to those of the Supply Agreement.

Detail of the commodity swap agreement is discussed in Note 10.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 20 – REDEVELOPMENT AGENCY DISSOLUTION AND SUCCESSOR AGENCY ACTIVITIES

A. Redevelopment Dissolution

In an effort to balance its budget, the State of California adopted ABx1 26 on June 28, 2011, amended by AB1484 on June 27, 2012, which suspended all new redevelopment activities except for limited specified activities as of that date and dissolved redevelopment agencies on January 31, 2012.

The suspension provisions prohibited all redevelopment agencies from a wide range of activities, including incurring new indebtedness or obligations, entering into or modifying agreements or contracts, acquiring or disposing of real property, taking actions to adopt or amend redevelopment plans and other similar actions, except actions required by law or to carry out existing enforceable obligations, as defined in ABx1 26.

Effective January 31, 2012, the Redevelopment Agency was dissolved. Certain housing assets of the Redevelopment Agency were distributed to a Housing Successor; and all remaining Redevelopment Agency assets and liabilities were distributed to a Successor Agency.

Under the provisions of AB 1484, the City can elect to become the Housing Successor and retain the housing assets. The City elected to become the Housing Successor and on February 1, 2012, the housing assets were transferred to the City's Low and Moderate Income Housing Asset Special Revenue Fund. The activities of the Housing Successor are reported in the Low and Moderate Income Housing Assets Special Revenue Fund as the City has control of those assets, which may be used in accordance with the low and moderate income housing provisions of California Redevelopment Law.

The City also elected to become the Successor Agency and on February 1, 2012 the Redevelopment Agency's remaining assets were distributed to and liabilities were assumed by the Successor Agency. ABx1 26 requires the establishment of an Oversight Board to oversee the activities of the Successor Agency and one was established in March 2012. The activities of the Successor Agency are subject to review and approval of the Oversight Board, which is comprised of seven members, including one member of City Council and one former Redevelopment Agency employee appointed by the Mayor.

The activities of the Successor Agency are reported in the Successor Agency to the Redevelopment Agency Private-Purpose Trust Fund as the activities are under the control of the Oversight Board. The City provides administrative services to the Successor Agency to wind down the affairs of the former Redevelopment Agency. With the dissolution of the Redevelopment Agency, pass-through payments to affected taxing entities become the responsibility of the County.

AB1484 required the Successor Agency to complete two due diligence reviews – one for the low and moderate income housing assets of the Successor Agency (Housing DDR), and a second for all other balances of the Successor Agency (Non-housing DDR). The due diligence reviews were to calculate the balance of unencumbered balances as of June 30, 2012 available to be remitted to the County for disbursement to taxing entities. The Successor Agency submitted both due diligence reviews to the State Department of Finance for review and approval. The Department of Finance approved the Housing DDR, after making an adjustment, and the Successor Agency remitted the unencumbered balance of \$1,953,159 to the County in January 2013. The Department of Finance approved the Non-housing DDR in July 2013, after making adjustments, which indicated that the City had to return the prior year advance payments of \$7,304,420, and the Successor Agency had unencumbered balances of \$1,831,499, which were remitted to the County in August 2013. The Successor Agency received a Finding of Completion on August 30, 2013.

Cash and investments of the Successor Agency as of June 30, 2016 are included in the pooled cash and investments discussed in Note 3. Information presented in the following footnotes represents other assets and liabilities of the Successor Agency as of June 30, 2016.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

**NOTE 20 – REDEVELOPMENT AGENCY DISSOLUTION AND SUCCESSOR AGENCY ACTIVITIES
(CONTINUED)**

B. Notes Receivable

The Successor Agency assumed the non-housing loans receivable of the Redevelopment Agency as of February 1, 2012. The Redevelopment Agency engaged in programs designed to encourage construction of or improvement to low-to-moderate income housing. Under these programs, grants or loans were provided under favorable terms to homeowners, developers or others who agreed to expend these funds in accordance with the Agency's terms. The balances of the notes receivable were \$4,181,517 at June 30, 2016, inclusive of an allowance for doubtful accounts of \$828,703.

Included in the notes receivable above is a loan to the Roseville Community Development Corporation in the amount of \$3,469,049. The Agency had entered into an agreement with the Corporation, a component unit of the City, under which the Agency agreed to provide funding to the Corporation in the form of a start-up loan not to exceed five million dollars (\$5,000,000). The loan is a 20 year loan deferred for 10 years with accrued interest and principal due beginning January 1, 2021. The Agency Board approved the execution of the loan agreement in May 2011. A State Supreme Court decision on August 11, 2011 suspended all redevelopment activity effective June 28, 2011. However, the Successor Agency continued to make disbursements related to the loan agreement after that date, because it had been approved by the Agency Board prior to the Court decision.

Under the provisions of Health and Safety Code Section 34171(d)(2), agreements between the City or any of its component units and the Agency that were executed after December 31, 2010 are no longer enforceable obligations and Health and Safety Code Section 34167.5 requires that if the City or component unit is not contractually committed to a third party for the expenditure or encumbrance of those funds that they be returned to the Successor Agency.

The State Controller's Office, but not the State Department of Finance, has denied that this loan agreement is an enforceable obligation of the Successor Agency. The City continues to contend that the loan agreement was lawfully entered into at the time of its execution and therefore transactions executed with the Corporation prior to the dissolution were not reversed in the current fiscal year and remain as payable from the Corporation as of June 30, 2016.

Also included in the notes receivable above is a loan to the Corporation with an outstanding balance of \$576,771. During fiscal year 2014, the Corporation assumed a loan made by the former Redevelopment Agency to a developer in connection with the acquisition of 238 Vernon Street. The developer had been current on payments on the loan through June 2013, but defaulted on the loan when it had an outstanding balance of \$602,334. The loan bears interest of 4.00% and is payable in monthly payments of \$3,103 from July 1, 2014 through August 1, 2024, with a final balloon payment of \$421,227 due on September 1, 2024.

C. Capital Assets

The Successor Agency assumed the capital assets of the Redevelopment Agency as of February 1, 2012. All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Contributed capital assets are valued at their estimated fair market value on the date contributed. The Successor Agency's policy is to capitalize all assets with costs exceeding certain minimum thresholds and with useful lives exceeding two years.

Capital assets as of June 30, 2016 were comprised of land in the amount of \$74,369.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

**NOTE 20 – REDEVELOPMENT AGENCY DISSOLUTION AND SUCCESSOR AGENCY ACTIVITIES
(CONTINUED)**

D. Long-Term Obligations

The Successor Agency assumed the long-term debt and loans of the Redevelopment Agency as of February 1, 2012.

1. Tax Allocation Bonds and Loans

All of the long-term debt of the Successor Agency is comprised of Tax Allocation Bonds and loans issued by the Redevelopment Agency. The Bonds and Loans are special obligations of the Agency and are secured only by the Agency's tax increment revenues. Tax Allocation Bond and loan transactions were as follows:

	Balance June 30, 2015	Additions	Reductions	Balance June 30, 2016	Current Portion
Tax Allocation Bonds:					
2006 Redevelopment Project Tax Allocation Bonds, Series A 4.5%-5.00%, due 9/1/40	\$ 13,155,000			\$ 13,155,000	
2006 Redevelopment Project Taxable Tax Allocation Bonds, Series A-T 5.31%-5.90%, due 9/1/28	2,350,000		\$ (125,000)	2,225,000	\$ 125,000
2006 Redevelopment Project Taxable Tax Allocation Housing Bonds, Series H-T 5.31%-6.07%, due 9/1/40	5,800,000		(100,000)	5,700,000	105,000
2014 Redevelopment Project Taxable Tax Allocation 2.00%-5.00%, due 9/1/33	10,740,000		(435,000)	10,305,000	435,000
Add: deferred bond premium	543,875		(28,625)	515,250	
Total Tax Allocation Bonds	32,588,875		(688,625)	31,900,250	665,000
Advances from the City of Roseville					
Loans from the City	23,299,400		(1,080,423)	22,218,977	824,010
SERAF Loans from the Housing Successor	244,399		(244,399)		
Total	<u>\$ 56,132,674</u>	<u>\$ -</u>	<u>\$ (2,013,447)</u>	<u>\$ 54,119,227</u>	<u>\$ 1,489,010</u>

2. Debt Service Requirements

Debt service requirements are shown below for all long-term debt except the advance made to the Successor Agency, because the ultimate repayment terms cannot be determined at this time as discussed in the Loans from the City section below.

For the Year Ending June 30	Principal	Interest
2017	\$ 665,000	\$ 1,490,494
2018	695,000	1,463,134
2019	725,000	1,429,789
2020	765,000	1,390,109
2021	800,000	1,353,447
2022 - 2026	4,585,000	6,166,293
2027 - 2031	5,790,000	4,956,109
2032 - 2036	7,490,000	3,481,690
2037 - 2041	9,870,000	1,266,787
Total	<u>\$ 31,385,000</u>	<u>\$ 22,997,852</u>

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

**NOTE 20 – REDEVELOPMENT AGENCY DISSOLUTION AND SUCCESSOR AGENCY ACTIVITIES
(CONTINUED)**

D. Long-Term Obligations (Continued)

3. 2002 Roseville Redevelopment Project Tax Allocation Bonds

On October 23, 2002, the Redevelopment Agency issued Tax Allocation Bonds in the original principal amount of \$14,500,000 to fund certain redevelopment activities of benefit to properties within the Agency's Roseville Redevelopment Project Area. The Bonds are special obligations of the Agency and are secured by the Agency's tax increment revenue. As disclosed in the official statement, pledged future tax increment revenues are expected to provide coverage over debt service over the life of the Bonds. Principal payments are payable annually on September 1 and interest payments are due semi-annually on March 1 and September 1, through September 1, 2033. The bonds were refunded during the year by the 2014 Redevelopment Tax Allocation Refunding Bonds.

4. 2006 Roseville Redevelopment Project Tax Allocation Bonds

On October 26, 2006, the Redevelopment Agency issued Tax Allocation Bonds Series 2006 A, Taxable Tax Allocation Bonds Series 2006 A-T, and Taxable Tax Allocation Bonds, Series 2006 H-T in the amounts of \$13,155,000, \$3,285,000, and \$6,505,000, respectively, for a total principal amount of \$22,945,000. The Series A bonds bear interest at 4.50%-5.00%, the Series A-T at 5.31%-5.90%, and the Series H-T at 5.31%- 6.07%. The proceeds for the Series A and Series A-T bonds were used to fund redevelopment activities of benefit to properties within the Agency's Redevelopment Project Area. The proceeds for the Series H-T bonds were used to pay the costs of low and moderate-income housing projects of the Agency's Redevelopment Project Area. The Series A and Series A-T bonds are secured by tax revenues, which are allocated to the Agency from the Project Area. The Series H-T bonds are secured by the tax increment revenue deposited in the Agency's Low and Moderate Income Housing Fund. As disclosed in the official statement, pledged future tax increment revenues are expected to provide coverage over debt service over the life of the Bonds. Interest on the bonds is payable semiannually on March 1 and September 1. Principal for the Series A is payable annually on September 1 beginning 2028 through 2040. Principal for the Series H-T bonds is payable annually on September 1 through 2040. Principal for the Series A-T is payable annually on September 1 through 2028.

As discussed above, the Agency has pledged all future tax increment revenues of the Roseville Redevelopment Project Area, less amounts required to be set aside for Low and Moderate Income Housing, for the repayment of the 2002 Tax Allocation Bonds and the 2006 Series A and Series A-T Tax Allocation Bonds, which are considered parity obligations. The pledge of all future tax increment revenues ends upon repayment of the remaining debt service on the Bonds which is expected in 2040. Also as discussed above, the Agency has pledged the tax increment revenue set aside for Low and Moderate Income Housing for the repayment of the 2006 Series H-T Tax Allocation Bonds.

The pledge of all future tax increment revenue ends upon repayment of the \$56,557,643 remaining debt service on the bonds which is scheduled to occur in fiscal year 2041. With the dissolution of the Redevelopment Agency discussed above, Tax Increment is no longer distributed and housing set-aside amounts are no longer required, and instead the Successor Agency receives payments from the County's Redevelopment Property Tax Trust Fund (RPTTF) that are to be used to fund debt service on the Bonds, with no distinction between housing and non-housing revenues. Total property taxes available for distribution to the Successor Agency and other taxing entities for fiscal year 2016 calculated by the County Auditor-Controller was \$4,689,485 and the total received by the Successor Agency for fiscal year 2016 debt service was \$2,515,962, which represented coverage of 116% of the \$2,174,792 of debt service.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

**NOTE 20 – REDEVELOPMENT AGENCY DISSOLUTION AND SUCCESSOR AGENCY ACTIVITIES
(CONTINUED)**

D. Long-Term Obligations (Continued)

5. 2014 Roseville Redevelopment Project Tax Allocation Refunding Bonds

On September 9, 2014, the Roseville Successor Agency issued the Series 2014 Refunding Bonds, in the amount of \$10,740,000 for the purpose of refunding the 2002 Tax Allocation Bonds. The Bonds bear interest at rates ranging from 2.00% to 5.00%. Principal payments are due annually on September 1. Interest payments are due semi-annually on each September 1 and March 1, commencing on September 1, 2015 through September 1, 2033.

6. Loans from the City

Prior to July 1, 2011, the Redevelopment Agency had received six advances from various City funds: (1) Advances in the amount of \$5,422,789 were to be repaid in fiscal year 2029. This advance bore interest at the average interest rate of the City's pooled investments. (2) Advance in the amount of \$915,049 bore interest at 3.15% and was to be repaid in fiscal year 2023. (3) Advance in the amount of \$3,900,000 bears no interest and was to be repaid in fiscal year 2029. (4) Advance in the amount of \$3,000,000 bears no interest and was to be repaid in fiscal year 2034. (5) Advance in the amount of \$4,966,402 will be repaid in fiscal year 2031. This advance bore interest at the average rate of the City's pooled investments, plus 1%. (6) Advances in the amount of \$9,774,347 were to be repaid in fiscal year 2040. These advances bear interest at the average interest rate of the City's pooled investments.

Principal and accrued interest on the advances totaled \$32,768,517 at July 1, 2011. During fiscal year 2012, the City and Redevelopment Agency determined that certain advances should have instead been funded by bond proceeds of the Agency. Therefore, the Redevelopment Agency repaid advances from the City in the amount of \$7,309,447 prior to the dissolution of the Agency on January 31, 2012. The balance of the advances, including principal and accrued interest, was \$25,230,453 as of February 1, 2012. During fiscal year 2013, the State Department of Finance denied the fiscal year 2012 repayment and required the return of \$7,304,227 to the Successor Agency. The City's General Fund returned the cash to the Successor Agency during fiscal year 2013 and the balance of the loans payable to the City were increased in that amount.

These loans had previously been reported as interfund advances. However, with the transfer of the associated liabilities to the Successor Agency, repayment of the loans is based upon whether the Successor Agency receives a Finding of Completion from the State. In addition, the interest rate on the loans is limited to the Local Agency Investment Fund interest rate calculated from the inception of each loan. During fiscal year 2014, the Successor Agency completed its Long-Range Property Management Plan which was approved by the Department of Finance in May 2014 and as a result, the Successor Agency transferred land that was designated for governmental use to the City in the amount of \$7,107,581. As a result of the transfer, the City cancelled the loans that had been made to the former Redevelopment Agency for the purchase of those properties, including accrued interest, in the amount of \$5,902,331. The balance of the loans, including principal and accrued interest, as of June 30, 2016 is \$22,218,977.

CITY OF ROSEVILLE, CALIFORNIA
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 20 – REDEVELOPMENT AGENCY DISSOLUTION AND SUCCESSOR AGENCY ACTIVITIES (CONTINUED)

D. Long-Term Obligations (Continued)

6. Loans from the City (Continued)

In addition, during the fiscal year ending June 30, 2010, the Agency approved an interfund advance authorizing the Roseville Redevelopment Project Area Fund and the Roseville Flood Control Project Area to borrow \$558,381 and \$258,455, respectively, from the Agency's Low and Moderate Income Housing Fund to assist in making the Agency's fiscal year 2009-10 SERAF payment. These loans do not bear interest and were repayable in five equal annual installments, and were required to be repaid prior to June 30, 2016. The City assumed the housing assets of the Agency, and the loans are now payable to the City's Low and Moderate Income Housing Assets Special Revenue Fund. The balance of the loans was paid off during fiscal year 2016.

The loans had previously been reported as an interfund advance between the City and Redevelopment Agency, but with the transfer of the Redevelopment Agency's liabilities to the Successor Agency, the advances are now reported as long-term obligations of the Successor Agency. The loans were originally required to be repaid by the dates noted above; however, repayment was contingent upon the Successor Agency receiving a Finding of Completion, as defined in Health and Safety Code Section 34179.6. The Successor Agency received its Finding of Completion in August 2013 and the Oversight Board found they were for legitimate redevelopment purposes in April 2013, and the loans are now considered enforceable obligations of the Successor Agency.

The loans are to be repaid in accordance with a defined schedule over a reasonable term of years, beginning with the SERAF loans, followed by all other loans. The maximum annual repayment amount is limited based on calculations in the Code Section.

E. State Approval of Enforceable Obligations

The Successor Agency prepares a Recognized Obligation Payment Schedule (ROPS) semiannually that contains all proposed expenditures for the subsequent six-month period. The ROPS is subject to the review and approval of the Oversight Board as well as the State Department of Finance. Although the State Department of Finance may not question items included on the ROPS in one period, they may question the same items in a future period and disallow associated activities. The amount, if any, of current obligations that may be denied by the State Department of Finance cannot be determined at this time. The City expects such amounts, if any, to be immaterial.

NOTE 21 - SUBSEQUENT EVENTS

Subsequent to year end, debt was issued by various reporting units as follows:

Reporting Unit	Description	Date Issued	Type	Par	Purpose
Governmental Activities	RFA Refunding Bonds, Series 2016	7/14/2016	Special Tax Bonds	\$ 18,555,000	Refunding of 2006 Revenue Bonds, Series A and B
Private-Purpose Trust Fund	Successor Agency Refunding Bonds, Series 2016-T	7/19/2016	Tax Allocation Bonds	21,520,000	Refunding of 2006 Redevelopment Bonds
Agency Funds	Fountains CFD No. 1 Refunding, Series 2016	7/19/2016	Special Tax Bonds	11,405,000	Refunding of Fountains CDF No. 1 2008 Bonds
Wastewater Enterprise	South Placer Wastewater Authority Renewal	10/1/2016	Private Placement	36,582,878	Expansion and construction of wastewater treatment plants

REQUIRED SUPPLEMENTARY INFORMATION

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**CITY OF ROSEVILLE, CALIFORNIA
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON GAAP LEGAL BASIS)
FOR THE YEAR ENDED JUNE 30, 2016**

	Budgeted Amounts		Actual Amounts	Variance with
	Original	Final	Budgetary Basis	Final Budget
				Positive (Negative)
REVENUES:				
Taxes	\$ 93,831,225	\$ 95,245,525	\$ 96,548,882	\$ 1,303,357
Licenses and permits	2,086,050	2,161,050	2,723,234	562,184
Charges for services	13,797,585	17,742,283	16,232,572	(1,509,711)
Subventions and grants	555,845	879,232	834,196	(45,036)
Use of money and property	669,656	846,903	1,026,571	179,668
Fines, forfeitures and penalties	1,128,300	908,300	878,177	(30,123)
Contribution from developers	1,325,000	900,000	813,192	(86,808)
Miscellaneous revenues	1,674,164	3,308,615	2,572,309	(736,306)
TOTAL REVENUES	115,067,825	121,991,908	121,629,133	(362,775)
EXPENDITURES:				
Current:				
Salaries and Benefits				
General Government				
City Council	\$ 36,600	\$ 36,600	\$ 36,600	
City Manager - Administration	1,002,155	1,047,776	1,029,330	\$ 18,446
Communications - Government Relations	540,189	690,827	685,125	5,702
City Attorney	1,657,037	1,584,495	1,565,200	19,295
Human Resources - Administration	1,269,041	1,294,383	1,208,309	86,074
Risk Mgmt - Administration	137,787	147,218	138,813	8,405
IT Administration	815,268	898,837	898,645	192
IT - Data Center	513,114	525,623	509,821	15,802
IT - Communications	1,175,719	1,201,586	1,160,733	40,853
IT - Public Safety	796,019	847,215	846,977	238
IT - GIS/Web	595,878	547,561	450,847	96,714
IT - Customer Service	781,142	808,350	794,679	13,671
IT - Applications	491,537	498,217	480,847	17,370
City Clerk - Administration	828,670	826,933	776,563	50,370
Central Services - Administration	470,617	505,511	505,185	326
Purchasing	512,162	492,095	491,690	405
Central Stores	253,631	290,844	290,821	23
Building Maintenance	935,011	929,103	929,017	86
Janitorial	501,155	517,439	517,066	373
Finance Administration	462,230	536,004	535,928	76
Budget	555,243	565,117	564,943	174
Payroll	549,357	615,310	615,039	271
Accounts Payable	394,792	416,586	416,353	233
Cash management	277,343	269,797	269,327	470
Util Billing & Services - Admin	67,156	6,279	5,795	484
Util Billing & Services - Field Services	824,141	859,238	813,288	45,950
Util Billing & Services - Billing	483,552	345,638	344,892	746
Util Billing & Services - Services	1,246,658	1,136,990	1,136,856	134
Gen Acct - Administration	448,777	412,189	411,846	343
Gen Acct - Accounting	406,291	323,523	323,439	84
Economic Development	1,400,000	54,521	8,474	46,047
Development & Operations				
Development & Operations - Admin	757,006	654,526	650,938	3,588
Housing Admin	247,645	351,186	350,749	437
Economic Development & Housing	407,147	445,468	445,343	125
Planning	1,924,811	1,682,017	1,629,673	52,344
Development Services - Admin	459,576	592,862	592,444	418
Development Services - Permit Center	552,283	573,297	572,889	408
Development Services - Building Inspection	1,672,633	1,814,742	1,814,410	332
Development Services - Code Enforcement	419,130	438,176	438,132	44
Development Services - Engineering	1,694,422	1,663,354	1,548,561	114,793

(Continued)

**CITY OF ROSEVILLE, CALIFORNIA
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON GAAP LEGAL BASIS)
FOR THE YEAR ENDED JUNE 30, 2016**

	Budgeted Amounts		Actual Amounts	Variance with
	Original	Final	Budgetary Basis	Final Budget
				Positive (Negative)
Public Works				
Public Works - Administration	\$ 309,265	\$ 333,206	\$ 333,069	\$ 137
Engineering	1,548,747	1,496,949	1,486,950	9,999
Flood Alert	131,590	133,315	120,277	13,038
Streets - Administration	678,951	695,923	695,645	278
Street Drainage	179,225	202,376	201,953	423
Paving	1,203,774	1,140,374	1,095,502	44,872
Street Signs	280,171	284,583	271,555	13,028
Street Markings	314,484	267,733	243,573	24,160
Public Safety				
Police				
Police - Administration	2,123,313	2,232,827	2,231,602	1,225
Records - Property	1,754,914	1,797,915	1,797,717	198
Jail	647,609	113,456	113,456	-
Police Communications	2,641,548	2,836,886	2,836,435	451
Community Services	1,525,455	1,552,002	1,551,143	859
Patrol	14,094,511	15,203,615	15,175,450	28,165
Investigations	3,876,651	4,337,267	4,337,244	23
Animal Control	290,327	310,454	310,049	405
Police Traffic	1,747,756	1,346,460	1,345,672	788
Fire				
Fire - Administration	662,432	595,969	595,851	118
Fire Prevention	1,452,371	1,469,006	1,468,587	419
Fire Operations	21,100,045	22,667,941	22,659,948	7,993
Fire Training	449,619	439,772	438,501	1,271
Fire Logistics	521,627	564,980	564,545	435
Emergency Preparedness	245,622	240,559	239,695	864
Library				
Library - Admin/Tech Services	2,948,252	2,925,830	2,918,762	7,068
Maidu Museum - Historic Site	399,871	426,805	426,525	280
Parks and Recreation				
Parks & Rec - Administration	1,195,120	1,203,746	1,203,390	356
Park Development	427,997	446,526	446,058	468
Recreation Staffing		(2,353)	(2,468)	115
Adult Sports	216,520	244,520	244,418	102
Adult & Senior Activities	163,752	163,752	156,088	7,664
Cultural Arts & Entertainment	54,098	50,602	41,487	9,115
Youth & Teen Services	217,369	189,369	188,575	794
Youth Classes	401,069	371,069	370,961	108
Community Special Events	125,358	128,358	127,861	497
Maidu Park	329,079	329,079	320,729	8,350
Mahany Park	619,614	582,614	582,051	563
Town Square	195,080	195,080	194,827	253
Aquatics	1,300,059	1,402,234	1,402,069	165
Park Operations - Admin	706,740	641,838	641,628	210
Open Space/Tree Maintenance	674,819	662,754	636,196	26,558
Parks - Maintenance	2,540,795	2,672,131	2,671,644	487
Operating Services and Supplies				
General Government				
City Council	346,455	355,910	343,055	12,855
Community Contributions	30,000	37,187	21,179	16,008
Strategic Improvements	5,000	57,386	52,386	5,000
City Manager - Administration	75,253	113,407	88,088	25,319
Public Affairs/Communication	59,300	106,583	97,082	9,501
City Attorney	169,841	169,841	139,381	30,460
Litigation Reserve	250,000	250,000		250,000
Human Resources - Admin	525,145	661,450	555,358	106,092
Risk Mgmt - Administration		1,000		1,000

(Continued)

**CITY OF ROSEVILLE, CALIFORNIA
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON GAAP LEGAL BASIS)
FOR THE YEAR ENDED JUNE 30, 2016**

	Budgeted Amounts		Actual Amounts	Variance with
	Original	Final	Budgetary Basis	Final Budget
				Positive (Negative)
IT Administration	\$ 320,996	\$ 650,386	\$ 578,014	\$ 72,372
IT - Data Center	412,865	460,739	399,788	60,951
IT - Communication	583,835	625,084	605,085	19,999
IT - Public Safety	94,020	94,020	93,844	176
IT - GIS/Web	95,232	179,045	127,144	51,901
IT - Customer Service	323,363	409,548	360,661	48,887
IT- Application	169,689	208,689	168,033	40,656
City Clerk - Administration	84,634	84,634	82,983	1,651
Elections	6,000	50,103	25,447	24,656
Central Services - Administration	17,487	18,263	14,654	3,609
Purchasing	20,675	24,581	16,087	8,494
Central Stores	71,167	71,167	69,322	1,845
Building Maintenance	1,311,281	1,329,082	1,223,816	105,266
Janitorial	471,216	476,017	473,755	2,262
Finance Administration	278,570	232,570	205,031	27,539
Budget	52,137	52,137	41,602	10,535
Payroll	46,330	142,788	67,323	75,465
Accounts Payable	21,926	21,926	14,083	7,843
Licensing	10,075	1,075	343	732
Cash Management	56,917	55,331	48,488	6,843
Utility Billing & Services - Admin	2,832	2,832	2,832	
Utility Billing & Services - Field Services	129,846	129,846	112,422	17,424
Utility Billing & Services - Billing	819,919	827,702	741,959	85,743
Utility Billing & Services - Services	34,942	34,942	33,532	1,410
General Accounting - Administration	155,152	156,974	130,577	26,397
General Accounting - Accounts Payable		905	(310)	1,215
General Accounting - Accounting	7,264	10,426	5,693	4,733
City Special Assessments	81,986	81,986	80,087	1,899
Development & Operations-Admin				
Development & Operations - Admin	24,957	192,987	146,081	46,906
Housing Admin	20,598	20,598	13,385	7,213
Economic Development & Housing	232,013	250,795	226,359	24,436
Planning	98,640	101,118	89,297	11,821
Development Services - Admin	32,325	86,575	81,695	4,880
Development Services - Permit Center	109,468	23,991	18,646	5,345
Development Services - Building Inspection	691,109	843,104	641,538	201,566
Development Services - Code Enforcement	103,941	92,941	53,133	39,808
Development Services - Engineering	164,016	162,745	131,343	31,402
Sierra Vista Specific Plan	2,500	2,500	2,379	121
Creekview Specific Plan	2,000			
Placer Ranch	306,200	1,217,328	97,577	1,119,751
Amoruso/Brookfield	230,000	861,616	679,268	182,348
Traffic Study		200,000	94,139	105,861
Building Plan Check Services	50,000	50,000	11,445	38,555
Development Full Cost Recovery	25,000	25,000	13,735	11,265
Planning - Full Cost Projects	531,261	3,336,575	2,571,166	765,409
Public Works				
Public Works - Administration	23,164	23,171	22,806	365
Engineering	114,752	116,044	93,958	22,086
Flood Alert	73,274	73,274	58,706	14,568
Streets - Administration	77,837	77,837	68,836	9,001
Street Drainage	321,208	328,991	285,065	43,926
Paving	802,018	802,018	689,225	112,793
Street Signs	146,587	146,587	123,139	23,448
Street Markings	177,333	177,333	160,492	16,841

(Continued)

**CITY OF ROSEVILLE, CALIFORNIA
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON GAAP LEGAL BASIS)
FOR THE YEAR ENDED JUNE 30, 2016**

	Budgeted Amounts		Actual Amounts	Variance with
	Original	Final	Budgetary Basis	Final Budget Positive (Negative)
Public Safety				
Police				
Merchant Parking Program	\$ 600	\$ 600		\$ 600
Police - Administration	818,158	872,101	\$ 866,217	5,884
Records - Property	116,174	116,210	105,805	10,405
Jail	48,661	29,925	29,912	13
Police Communications	127,497	133,922	126,423	7,499
Community Services	37,207	38,407	37,836	571
Patrol	640,545	952,241	906,182	46,059
Investigations	114,672	114,672	103,606	11,066
Animal Control	792,352	880,205	781,266	98,939
Police Traffic	45,519	50,541	49,837	704
Police - Vehicles	1,922,329	1,884,474	1,839,713	44,761
Fire				
Fire - Administration	41,985	56,985	56,584	401
Fire Prevention	109,534	147,066	100,883	46,183
Fire Operations	339,970	346,646	295,710	50,936
Fire Training	147,095	271,057	224,997	46,060
Fire Logistics	1,822,883	2,041,472	1,975,301	66,171
Fire Grants	66,900	56,900	48,302	8,598
Emergency Preparedness	64,600	124,600	118,692	5,908
Library				
Library - Admin/Tech Services	667,520	693,957	671,688	22,269
Maidu Museum - Historic Site	82,393	102,894	93,136	9,758
Parks and Recreation				
Parks & Rec - Administration	207,620	260,170	240,355	19,815
Park Development	37,363	41,463	20,045	21,418
Adult Sports	156,920	156,920	138,723	18,197
Adult & Senior Activities	60,386	60,386	56,118	4,268
Cultural Arts & Entertainment	20,000	13,496	12,288	1,208
Youth & Teen Services	71,563	71,563	71,548	15
Youth Classes	180,114	180,114	175,575	4,539
Community Special Events	203,254	204,354	188,422	15,932
Maidu Community Center/Sports Courts	71,910	71,914	63,248	8,666
Mahany Park	261,434	270,684	212,124	58,560
Town Square	147,544	163,027	160,617	2,410
Aquatics	715,102	720,394	630,740	89,654
Park Operations - Admin	65,731	65,731	59,675	6,056
Open Space/Tree Maintenance	674,315	676,048	603,111	72,937
Parks - Maintenance	3,083,206	3,114,319	3,043,504	70,815
Payments under development agreements	567,619	567,619	567,619	
Annexation payments	3,650,000	4,090,000	4,076,406	13,594
Debt Service:				
Principal retirement	814,674	850,472	848,753	1,719
Interest and fiscal charges	210,680	603,476	566,626	36,850
TOTAL EXPENDITURES	129,566,104	138,840,671	133,050,631	5,790,040
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(14,498,279)	(16,848,763)	(11,421,498)	5,427,265
OTHER FINANCING SOURCES (USES)				
Transfers In	25,779,289	32,689,226	29,773,709	(2,915,517)
Transfers (Out)	(6,450,764)	(12,558,301)	(6,423,090)	6,135,211
Total Other Financing Sources (Uses)	19,328,525	20,130,925	23,350,619	3,219,694
NET CHANGE IN FUND BALANCE	\$ 4,830,246	\$ 3,282,162	11,929,121	\$ 8,646,959
Adjustment to budgetary basis:				
Capital outlay			3,879,012	
FUND BALANCE AT BEGINNING OF YEAR			52,527,348	
FUND BALANCE AT END OF YEAR			\$ 60,577,457	

CITY OF ROSEVILLE, CALIFORNIA
SCHEDULE OF CHANGES IN THE NET PENSION
LIABILITY AND RELATED RATIOS
LAST TEN YEARS*

	2015		2016	
	Miscellaneous	Safety	Miscellaneous	Safety
Total pension liability				
Service cost	\$ 12,410,363	\$ 7,979,496	\$ 12,377,311	\$ 7,650,925
Interest on total pension liability	35,999,301	17,970,776	38,106,634	18,851,867
Differences between expected and actual experience			(1,796,891)	(4,348,535)
Changes in assumptions			(9,697,397)	(5,162,388)
Benefit payments, including refunds of employee contributions	(18,188,166)	(9,003,224)	(19,339,004)	(9,908,333)
Net change in total pension liability	30,221,498	16,947,048	19,650,653	7,083,536
Total pension liability -- beginning	482,879,572	240,122,220	513,101,070	257,069,269
Total pension liability -- ending (a)	\$ 513,101,070	\$ 257,069,268	\$ 532,751,723	\$ 264,152,805
Plan fiduciary net position				
Plan to plan resource movement			\$ 3,810	\$ (26,514)
Contributions - employer	\$ 14,691,280	\$ 8,482,557	15,901,790	9,010,440
Contributions - employee	5,879,856	2,321,899	5,785,312	2,299,042
Net investment income	51,318,939	26,953,304	7,885,768	4,110,266
Benefit payments	(18,188,166)	(9,003,224)	(19,339,004)	(9,908,333)
Administrative expenses			(401,772)	(210,832)
Net change in fiduciary net position	53,701,909	28,754,536	9,835,904	5,274,069
Plan fiduciary net position -- beginning	293,249,174	153,271,540	346,951,083	182,026,076
Plan fiduciary net position -- ending (b)	\$ 346,951,083	\$ 182,026,076	\$ 356,786,987	\$ 187,300,145
Net pension liability -- ending (a) - (b)	\$ 166,149,987	\$ 75,043,192	\$ 175,964,736	\$ 76,852,660
Plan fiduciary net position as a percentage of the total pension liability	67.62%	70.81%	66.97%	70.91%
Covered payroll	\$ 67,642,462	\$ 25,304,421	\$ 70,574,246	\$ 25,172,485
Net pension liability as a percentage of covered payroll	245.63%	296.56%	249.33%	305.30%
Measurement date	June 30, 2014	June 30, 2014	June 30, 2015	June 30, 2015

* - Fiscal year 2015 was the first year of implementation, therefore, only two years are shown.

CITY OF ROSEVILLE, CALIFORNIA
SCHEDULE OF CONTRIBUTIONS – PENSIONS
LAST TEN YEARS*

	2015		2016	
	Miscellaneous	Safety	Miscellaneous	Safety
Actuarially determined contributions	\$ 15,872,491	\$ 9,015,161	\$ 17,564,085	\$ 9,409,229
Contributions in relation to the actuarially determined contribution	15,872,491	9,015,161	17,564,085	9,409,229
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	\$ 70,574,246	\$ 25,172,485	\$ 74,134,013	\$ 26,276,305
Contributions as a percentage of covered-employee payroll	22.49%	35.81%	23.69%	35.81%

Notes to Schedule

Valuation date:	6/30/2013	6/30/2013	6/30/2014	6/30/2014
Methods and assumptions used to determine contribution rates:				
Actuarial cost method	Entry age normal cost method		Entry age normal cost method	
Amortization method	Level percentage of payroll		Level percentage of payroll	
Asset valuation method	Market value		Market value	
Inflation	2.75%		2.75%	
Salary Increase	3.3% to 14.2% depending on age, service, and type of employment		3.3% to 14.2% depending on age, service, and type of employment	
Discount rate	7.65%		7.65%	
Retirement age	50-57 for Safety; 50-67 for Miscellaneous		50-57 for Safety; 50-67 for Miscellaneous	
Mortality	Derived using CalPERS membership data		Derived using CalPERS membership data	

* - Fiscal year 2015 was the first year of implementation, therefore, only two years are shown.

**CITY OF ROSEVILLE, CALIFORNIA
MODIFIED APPROACH TO REPORTING STREET PAVEMENT COSTS AND
PARKS AND LANDSCAPING COSTS
FOR THE YEAR ENDED JUNE 30, 2016**

GASB Statement No. 34 allows the City to use the Modified Approach with respect to infrastructure assets instead of depreciating these assets. The Modified Approach may be used if two requirements are met:

- 1) The City must have an asset management system (AMS) with certain features:
 - It must maintain an up-to-date inventory of the infrastructure assets.
 - It must estimate the annual costs to maintain and preserve those assets at the condition level the City has established and disclosed through administrative or executive policy or legislative action.
 - The AMS must be used to assess the condition of the assets periodically, using a measurement scale.
 - The condition assessments must be replicable as those that are based on sufficiently understandable and complete measurement methods such that different measurers using the same methods would reach substantially similar results.
- 2) The City must document that the roads, parks and landscaping are being preserved approximately at or above the condition level the City has established and disclosed. This documentation must include the results of the three most recent complete condition assessments and must provide reasonable assurance that the assets are being preserved approximately at or above the intended condition level.

Street Pavement

The City has elected to use the Modified Approach to report street pavement costs. The City uses a computerized Pavement Management System to track the condition levels of each of the street sections.

The condition of the pavement is based on a weighted average of seven distress factors found in pavement surfaces. The pavement management system uses a measurement scale that is based on a condition index ranging from zero for a failed pavement to 100 for pavement with perfect condition. The condition index is used to classify pavement in good or better condition (70-100), fair condition (55-69), and substandard condition (less than 55).

The City's maintenance costs are budgeted to be \$5,929,921 in fiscal year 2017. The Pavement Quality Index (PQI) for the City's street pavement for the last five years is as follows:

Fiscal Year	PQI		Maintenance Budget	Actual Maintenance
	Arterial/ Collector	Residential		
2012	83	78	\$ 5,489,639	\$ 5,149,814
2013	78	74	5,185,511	4,980,690
2014	81	70	4,570,018	6,918,584
2015	72	70	6,295,490	5,009,404
2016	71	70	15,242,792	6,220,458

The City's policy based on current funding is to maintain arterial and collector roadways at an average Pavement Quality Index (PQI) of 72 and residential roadways at an average PQI of 65. This rating allows for minor cracking and revealing of the pavement along with minor roughness that could be noticeable to drivers traveling at posted speed. The City expended \$6,220,458 for street preservation in fiscal year 2016.

**CITY OF ROSEVILLE, CALIFORNIA
MODIFIED APPROACH TO REPORTING STREET PAVEMENT COSTS AND
PARKS AND LANDSCAPING COSTS (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2016**

Parks and Landscaping

The City has also elected to use the Modified Approach to report parks and landscaping costs. The City uses a computerized Grounds Management System to track the condition levels of each of the parks and landscaping.

The condition of the parks and landscaping is based on a weighted average of six levels of condition. The ground management system uses a measurement scale that is based on various levels ranging from six for an undeveloped natural area to one for parks and landscaping with high-quality, diverse landscaping with state-of-the art maintenance. The condition index is used to classify parks and landscaping in the following levels: state-of-the-art to high-level maintenance (1-2), moderate to moderately low level maintenance (3-4), minimum-level maintenance (5), and natural area that is not developed (6).

The City's maintenance costs are budgeted to be \$5,563,349 in fiscal year 2017. The Ground Management Index (GMI) for the City's parks and landscaping maintenance for the last five years is as follows:

Fiscal Year	GMI (Level)	Maintenance Budget	Actual Maintenance
	Parks and Landscaping		
2012	3	\$ 4,764,762	\$ 4,766,512
2013	3	4,853,428	4,868,908
2014	3	5,012,552	4,879,463
2015	3	5,538,641	5,179,924
2016	3	5,438,071	5,514,512

The City's policy based on current funding is to maintain parks and landscape at an average Ground Management Index (GMI) of Level 3. This rating allows for moderate maintenance and is the recommended level for most organizations. The City expended \$5,514,512 for maintenance in fiscal year 2016.

CITY OF ROSEVILLE, CALIFORNIA
OTHER POST-EMPLOYMENT BENEFITS – SCHEDULE OF FUNDING PROGRESS
FOR THE YEAR ENDED JUNE 30, 2016

Actuarial Valuation Date	Actuarial Value of Assets (A)	Entry Age Actuarial Accrued Liability (B)	Overfunded (Underfunded) Actuarial Accrued Liability (A - B)	Funded Ratio (A/B)	Covered Payroll C	Overfunded (Underfunded) Actuarial Liability as Percentage of Covered Payroll [(A - B)/C]
6/30/2015	\$ 53,826,000	\$ 206,344,000	\$ (152,518,000)	26.09%	\$ 93,480,000	(163.16)%
6/30/2013	41,493,000	184,532,000	(143,039,000)	22.49%	86,402,000	(165.55)%
6/30/2011	34,626,000	176,733,000	(142,107,000)	19.59%	74,535,000	(190.66)%

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NON-MAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.

Landscape and Lighting and Service Districts Fund. To account for the collection of assessment revenue from property owners for the maintenance of surrounding park and landscaping improvements within the boundaries of each district.

State Gasoline Tax Fund. To account for revenue apportioned to the City from the State-collected gas tax revenues and spent for construction and maintenance of City streets.

Home Improvement Fund. To account for loan activities for the production of affordable housing under the City's former program that was discontinued.

California Library Services Fund. To account for revenues and grants from the State to be expended for library related materials

Traffic Safety Fund. To account for the City's share of fines generated from violations of the State Motor Vehicle Code.

Trench Cut Recovery Fund. To account for the collection of fees charged by the City for cutting trenches in paved roadway and spent for maintaining the street if useful life is decreased.

Law Enforcement Block Grants Fund. To account for the collection of grants from the Federal Department of Justice Assistance and expended for front line law enforcement.

Fire Facilities Fund. To account for fees applied to new construction and expended for construction or repair of fire facilities and equipment for which it creates a need.

Utility Exploration Center Fund. To account for the operations of the state-of-the-art Utilities Exploration Center, funded by the utility funds.

Tree Propagation Fund. To account for fees assessed on oak tree removal and expended on the continuation and preservation of tree planting within the City.

Air Quality Mitigation Fund. To account for mitigation fees to fund future emission reduction projects for air quality.

Community Development Block Grant/HOME Fund. To account for monies received from the Department of Housing & Urban Development and expended for programs and activities to benefit low-income residents, and to account for funds received from the Federal government used to produce affordable housing and rehabilitate existing residential units.

Housing Authority Section 8 Fund. To account for monies received from the U.S. Department of Housing and Urban Development and expended for rental assistance to low income households within the Roseville and Rocklin areas.

NON-MAJOR GOVERNMENTAL FUNDS (CONTINUED)

Affordable Housing Fund. To account for monies received from property whose land use was changed from residential to commercial and from affordable housing agreements. These monies are then used to fund other affordable housing projects.

Miscellaneous Fire Fund. To account for various Fire funds including child car seat safety and fire museum donations.

Miscellaneous General Government Fund. To account for Cable TV PEG funds.

Miscellaneous Library Fund. To account for an adult literacy program for the Library.

Miscellaneous Police Fund. To account for confiscated property and evidence funds for the Police department.

Miscellaneous Park Fund. To account for donations and revenues for Park and Recreation facilities and youth sports, and the Olympus Pointe Sculpture Park maintenance.

Storm Water Management Fund. To accumulate expenditures for future storm water mandates.

Traffic Signal Coordination Fund. To fund the maintenance of optimized traffic flow through signalized intersections.

Bike Trail/Open Space Maintenance Fund. To account for the accumulation of funding for the maintenance of the City's bike trails and open spaces.

Roseville Community Development Corporation Fund. To account for revenues and expenditures of the Corporation for economic development, affordable housing and other community programs.

Low/Mod Income Housing Asset Fund. To account for the activities related to the assets assumed by the City as Housing Successor to the housing activities of the former Redevelopment Agency of the City of Roseville.

Downtown Parking Fund. To account for fees assessed and expended on additional parking in Downtown Roseville.

Technology Replacement Fund. To account for the activities related to the City's permit system funded by a 3% technology fee on permits.

Roadway Fund. To account for non-Gas Tax grants and other restricted revenues to construct and or maintain City streets.

DEBT SERVICE FUND

Debt service funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

Roseville Finance Authority Fund. To account for the accumulation of resources from lease payments and the payment of long-term debt incurred by the Finance Authority.

NON-MAJOR GOVERNMENTAL FUNDS (CONTINUED)

CAPITAL PROJECTS FUNDS

Capital projects funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Capital projects funds exclude those types of capital-related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments.

Building Fund. To account for approved capital projects within the City funded by various fees and other sources.

South Placer Animal Control Shelter Fund. To account for the collection of fees for the construction of an animal shelter.

Public Facilities Fund. To account for fees applied to new construction and expended for the development of public facilities for which it creates a need.

Park Development Fund. To account for collection fees applied to new construction and expended for neighborhood and community park and recreation facilities.

Pleasant Grove Drain Basin Fund. To account for collection of fees applied to new construction and expended for mitigation of developmental impacts on the Pleasant Grove watershed.

Traffic Mitigation Fund. To account for revenues and expenditures related to major roadways and related structures such as bridges or interchanges.

General Capital Improvement Projects Rehabilitation Fund. To account for the approved rehabilitation of existing City property funded by the General Fund.

Community Facilities District Projects Fund. To account for specific public improvements such as streets, sewers, storm drains, sidewalks or other amenities funded by special assessments against benefited properties.

PERMANENT FUNDS

Permanent funds are used to account for and report resources that are restricted to the extent that only earnings, and not principal, may be used for purposes that support the reporting government's programs—that is, for the benefit of the government or its citizenry.

Roseville Aquatics Complex Maintenance Fund. A permanent fund established to account for contribution from the High School District. Only the interest earnings can be spent on helping maintain the Aquatics Complex.

Citizens' Benefit Fund. A permanent fund established to account for the proceeds from the sale of any municipally owned Hospital and interest earnings expended for improving the quality of life for the citizens of the City of Roseville.

**CITY OF ROSEVILLE, CALIFORNIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEETS
JUNE 30, 2016**

SPECIAL REVENUE FUNDS			
	Landscape and Lighting and Service Districts	State Gasoline Tax	Home Improvement California Library Services
ASSETS:			
Cash and investments	\$ 10,935,008	\$ 7,680,262	\$ 68,735
Cash with fiscal agents			
Receivables:			
Accounts receivable	163,987		
Accrued interest	21,102	15,056	176
Due from other government agencies		682,977	
Due from other funds			
Advances to other funds			
Developer permit fees receivable			
Notes receivable		2,923,625	29,888
Land held for resale			
Total Assets	<u>\$ 11,120,097</u>	<u>\$ 11,301,920</u>	<u>\$ 98,799</u> <u>\$ -</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES:			
Liabilities:			
Accounts payable	\$ 464,439	\$ 24,107	
Accrued liabilities			
Due to other funds			
Due to other government agencies			
Advances from other funds			
Deposits	42,064	1,300	
Unearned revenue			
Total Liabilities	<u>506,503</u>	<u>25,407</u>	
Deferred Inflows of Resources:			
Unavailable revenue			
Fund Balances:			
Nonspendable			
Restricted	10,613,594	11,276,513	\$ 98,799
Committed			
Assigned			
Unassigned			
Total Fund Balances (Deficit)	<u>10,613,594</u>	<u>11,276,513</u>	<u>98,799</u> <u>\$ -</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 11,120,097</u>	<u>\$ 11,301,920</u>	<u>\$ 98,799</u> <u>\$ -</u>

SPECIAL REVENUE FUNDS

Traffic Safety	Trench Cut Recovery Fund	Law Enforcement Block Grants	Downtown Parking	Technology Replacement	Bike Trail/ Open Space Maintenance
\$ 80,588	\$ 146,161	\$ 524,768	\$ 1,979,333	\$ 558,996	\$ 929,275
				84	
	327	1,098	1,833	524	2,122
38,875		59,868			
<u>\$ 119,463</u>	<u>\$ 146,488</u>	<u>\$ 585,734</u>	<u>\$ 1,981,166</u>	<u>\$ 559,604</u>	<u>\$ 931,397</u>
\$ 4,045				\$ 19,170	\$ 1,094
			\$ 7,869	2,833	
				100,000	
			1,967,137	195,054	
		\$ 336,064			
4,045		336,064	1,975,006	317,057	1,094
				19	
115,418	\$ 146,488	249,670	6,160	242,528	930,303
<u>115,418</u>	<u>146,488</u>	<u>249,670</u>	<u>6,160</u>	<u>242,528</u>	<u>930,303</u>
<u>\$ 119,463</u>	<u>\$ 146,488</u>	<u>\$ 585,734</u>	<u>\$ 1,981,166</u>	<u>\$ 559,604</u>	<u>\$ 931,397</u>

(Continued)

**CITY OF ROSEVILLE, CALIFORNIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEETS
JUNE 30, 2016**

	SPECIAL REVENUE FUNDS			
	Fire Facilities	Storm Water Management	Traffic Signal Coordination	Utility Exploration Center
ASSETS:				
Cash and investments	\$ 4,696,522	\$ 349,396	\$ 2,249,574	\$ 134,767
Cash with fiscal agents				
Receivables:				
Accounts receivable	293,144		12,800	
Accrued interest	9,793	601	4,951	162
Due from other government agencies				
Due from other funds				
Advances to other funds				
Developer permit fees receivable				
Notes receivable				
Land held for resale				
Total Assets	<u>\$ 4,999,459</u>	<u>\$ 349,997</u>	<u>\$ 2,267,325</u>	<u>\$ 134,929</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES:				
Liabilities:				
Accounts payable	\$ 38,794	\$ 8,760		\$ 10,697
Accrued liabilities	471	26,654		28,097
Due to other funds	17,134			
Due to other government agencies				
Advances from other funds				
Deposits				
Unearned revenue				
Total Liabilities	<u>56,399</u>	<u>35,414</u>		<u>38,794</u>
Deferred Inflows of Resources:				
Unavailable revenue	<u>62,926</u>		<u>\$ 2,816</u>	
Fund Balances:				
Nonspendable				
Restricted	4,880,134	314,583	2,264,509	
Committed				96,135
Assigned				
Unassigned				
Total Fund Balances (Deficit)	<u>4,880,134</u>	<u>314,583</u>	<u>2,264,509</u>	<u>96,135</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 4,999,459</u>	<u>\$ 349,997</u>	<u>\$ 2,267,325</u>	<u>\$ 134,929</u>

SPECIAL REVENUE FUNDS

Roadway	Tree Propagation	Air Quality Mitigation	Community Development Block Grant/HOME	Housing Authority Section 8	Affordable Housing
\$ 2,340,297	\$ 1,731,508	\$ 362,013	\$ (55,057)	\$ 609,006	\$ 5,371,519
		11,628		206	114,651
10,127	4,062	739	654		326,261
2,624			245,266		
			12,631,257		3,179,087
<u>\$ 2,353,048</u>	<u>\$ 1,735,570</u>	<u>\$ 374,380</u>	<u>\$ 12,822,120</u>	<u>\$ 609,212</u>	<u>\$ 8,991,518</u>
\$ 438,782	\$ 721		\$ 25,263	\$ 54,113	
				44,305	
			12,838,257		\$ 370,311
<u>438,782</u>	<u>721</u>		<u>12,863,520</u>	<u>98,418</u>	<u>370,311</u>
		\$ 2,558	(207,000)		3,123,776
1,914,266	1,734,849	371,822	165,600	510,794	5,497,431
<u>1,914,266</u>	<u>1,734,849</u>	<u>371,822</u>	<u>165,600</u>	<u>510,794</u>	<u>5,497,431</u>
<u>\$ 2,353,048</u>	<u>\$ 1,735,570</u>	<u>\$ 374,380</u>	<u>\$ 12,822,120</u>	<u>\$ 609,212</u>	<u>\$ 8,991,518</u>

(Continued)

**CITY OF ROSEVILLE, CALIFORNIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEETS
JUNE 30, 2016**

	SPECIAL REVENUE FUNDS			
	Low/Mod Income Housing Asset	Miscellaneous Fire	Miscellaneous General Government	Miscellaneous Library
ASSETS:				
Cash and investments	\$ 883,027	\$ 27,407	\$ 920,162	\$ 248,398
Cash with fiscal agents				
Receivables:				
Accounts receivable			57,372	
Accrued interest	658,313	62	1,839	570
Due from other government agencies				
Due from other funds				
Advances to other funds				
Developer permit fees receivable				
Notes receivable	4,845,933			
Land held for resale	861,245			
Total Assets	<u>\$ 7,248,518</u>	<u>\$ 27,469</u>	<u>\$ 979,373</u>	<u>\$ 248,968</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES:				
Liabilities:				
Accounts payable			\$ 44,555	
Accrued liabilities				
Due to other funds				
Due to other government agencies				
Advances from other funds				
Deposits				
Unearned revenue				
Total Liabilities			<u>44,555</u>	
Deferred Inflows of Resources:				
Unavailable revenue	<u>\$ 5,502,804</u>			
Fund Balances:				
Nonspendable				
Restricted	1,745,714	\$ 27,469	934,818	\$ 248,968
Committed				
Assigned				
Unassigned				
Total Fund Balances (Deficit)	<u>1,745,714</u>	<u>27,469</u>	<u>934,818</u>	<u>248,968</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 7,248,518</u>	<u>\$ 27,469</u>	<u>\$ 979,373</u>	<u>\$ 248,968</u>

SPECIAL REVENUE FUNDS			DEBT SERVICE FUND	CAPITAL PROJECTS FUNDS	
Miscellaneous Police	Miscellaneous Park	Roseville Community Development Corporation	Roseville Finance Authority	South Placer Animal Control Shelter	Traffic Mitigation
\$ 450,571	\$ 507,487	\$ 1,424,295	\$ 6,564,897	\$ 26,016	\$ 26,854,140
		20,400		4,543	905,692
885	1,029			93	54,061
					7,842,913
<u>\$ 451,456</u>	<u>\$ 508,516</u>	<u>\$ 1,444,695</u>	<u>\$ 6,564,897</u>	<u>\$ 30,652</u>	<u>\$ 35,656,806</u>
		\$ 1,375	\$ 11,988		\$ 1,211,906
			5,725,075		
		1,530,951			
\$ 110,000		23,204			
		5,200			
<u>110,000</u>		<u>1,560,730</u>	<u>5,737,063</u>		<u>1,211,906</u>
				\$ 999	7,926,424
341,456			827,834	29,653	26,518,476
	\$ 508,516				
		(116,035)			
<u>341,456</u>	<u>508,516</u>	<u>(116,035)</u>	<u>827,834</u>	<u>29,653</u>	<u>26,518,476</u>
<u>\$ 451,456</u>	<u>\$ 508,516</u>	<u>\$ 1,444,695</u>	<u>\$ 6,564,897</u>	<u>\$ 30,652</u>	<u>\$ 35,656,806</u>

(Continued)

CITY OF ROSEVILLE, CALIFORNIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEETS
JUNE 30, 2016

	CAPITAL PROJECTS FUNDS			
	Public Facilities	Park Development	Pleasant Grove Drain Basin	Community Facilities District Projects
ASSETS:				
Cash and investments	\$ 14,636,309	\$ 31,411,488	\$ 7,439,592	\$ 1,537,811
Cash with fiscal agents				19,624,350
Receivables:				
Accounts receivable	665,806	1,183,275	406	
Accrued interest	34,919	67,137	14,015	5,131
Due from other government agencies				
Due from other funds	5,825,075		2,233,082	
Advances to other funds	195,054			
Developer permit fees receivable		37,725		
Notes receivable				
Land held for resale				
Total Assets	<u>\$ 21,357,163</u>	<u>\$ 32,699,625</u>	<u>\$ 9,687,095</u>	<u>\$ 21,167,292</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES:				
Liabilities:				
Accounts payable	\$ 1,967,810	\$ 69,907		\$ 357,172
Accrued liabilities	8,763			
Due to other funds				2,233,082
Due to other government agencies				
Advances from other funds	4,638,616			
Deposits				
Unearned revenue				
Total Liabilities	<u>6,615,189</u>	<u>69,907</u>		<u>2,590,254</u>
Deferred Inflows of Resources:				
Unavailable revenue	<u>142,166</u>	<u>330,903</u>	<u>\$ 89</u>	
Fund Balances:				
Nonspendable				
Restricted	14,599,808	32,298,815	\$ 9,687,006	18,577,038
Committed				
Assigned				
Unassigned				
Total Fund Balances (Deficit)	<u>14,599,808</u>	<u>32,298,815</u>	<u>9,687,006</u>	<u>18,577,038</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 21,357,163</u>	<u>\$ 32,699,625</u>	<u>\$ 9,687,095</u>	<u>\$ 21,167,292</u>

CAPITAL PROJECTS FUNDS		PERMANENT FUNDS		
Building	General Capital Improvement Projects Rehabilitation	Citizens' Benefit	Roseville Aquatics Complex Maintenance	Total Non-Major Governmental Funds
\$ 212,342	\$ 10,906,940	\$ 17,895,705	\$ 624,979	\$ 156,699,340
				26,189,247
	148			3,434,142
2,532	25,554	97,843	367	1,363,938
				8,872,523
				8,058,157
				195,054
				37,725
				23,609,790
				861,245
<u>\$ 214,874</u>	<u>\$ 10,932,642</u>	<u>\$ 17,993,548</u>	<u>\$ 625,346</u>	<u>\$ 229,321,161</u>
\$ 24,597	\$ 407,489			\$ 5,174,796
				130,980
				8,075,291
				13,208,568
				8,331,758
		\$ 374	\$ 600,000	666,942
				451,264
<u>24,597</u>	<u>407,489</u>	<u>374</u>	<u>600,000</u>	<u>36,039,599</u>
				16,888,480
		16,964,800		16,964,800
		1,028,374	25,346	148,224,236
190,277				794,928
	10,525,153			10,525,153
				(116,035)
<u>190,277</u>	<u>10,525,153</u>	<u>17,993,174</u>	<u>25,346</u>	<u>176,393,082</u>
<u>\$ 214,874</u>	<u>\$ 10,932,642</u>	<u>\$ 17,993,548</u>	<u>\$ 625,346</u>	<u>\$ 229,321,161</u>

**CITY OF ROSEVILLE, CALIFORNIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENTS OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2016**

	SPECIAL REVENUE FUNDS			
	Landscape and Lighting and Service Districts	State Gasoline Tax	Home Improvement	California Library Services
Taxes	\$ 8,540,005			
Charges for services				
Subventions and grants		\$ 3,717,989		
Use of money and property	84,436	74,677	\$ 880	\$ 17
Fines, forfeitures and penalties				
Contributions from developers and others				
Miscellaneous revenues				
Total Revenues	8,624,441	3,792,666	880	17
Current:				
General government				
Development and operations			13,205	
Public works		3,879		
Public safety:				
Police				
Fire				
Library				
Parks and recreation	4,923,613			
Housing assistance payments				
Capital outlay		3,275,530		
Debt service:				
Principal retirement				
Interest and fiscal charges				
Total Expenditures	4,923,613	3,279,409	13,205	
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	3,700,828	513,257	(12,325)	17
OTHER FINANCING SOURCES (USES):				
Debt issued				
Premium on debt issued				
Transfers in				
Transfers out	(3,398,382)	(241,617)	(51)	(4,760)
Total Other Financing Sources (Uses)	(3,398,382)	(241,617)	(51)	(4,760)
Net change in fund balance	302,446	271,640	(12,376)	(4,743)
Fund Balances (Deficit) at the Beginning of Period	10,311,148	11,004,873	111,175	4,743
Fund balances at the end of the year	\$ 10,613,594	\$ 11,276,513	\$ 98,799	\$ -

SPECIAL REVENUE FUNDS

Traffic Safety	Trench Cut Recovery Fund	Law Enforcement Block Grants	Downtown Parking	Technology Replacement	Bike Trail/ Open Space Maintenance
	\$ (8,430)			\$ 399,104	
	1,645	\$ 106,684 5,174	\$ 4,927	2,416	\$ 9,803
\$ 310,418					
				70	33,973
310,418	(6,785)	111,858	4,927	401,590	43,776
				19,240	
					548,622
			7,869	8,235	
			7,869	27,475	548,622
310,418	(6,785)	111,858	(2,942)	374,115	(504,846)
(195,000)	(84)	(100,207)		19,170	586,779
(195,000)	(84)	(100,207)		19,170	(8,085)
115,418	(6,869)	11,651	(2,942)	393,285	73,848
	153,357	238,019	9,102	(150,757)	856,455
\$ 115,418	\$ 146,488	\$ 249,670	\$ 6,160	\$ 242,528	\$ 930,303

(Continued)

**CITY OF ROSEVILLE, CALIFORNIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENTS OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2016**

	SPECIAL REVENUE FUNDS			
	Fire Facilities	Storm Water Management	Traffic Signal Coordination	Utility Exploration Center
Taxes	\$ 1,121,053			
Charges for services		\$ 4,409		\$ 25,797
Subventions and grants				
Use of money and property	54,052	2,708	\$ 24,386	4,515
Fines, forfeitures and penalties		100		
Contributions from developers and others			50,684	
Miscellaneous revenues		7,249		15,975
Total Revenues	1,175,105	14,466	75,070	46,287
Current:				
General government				
Development and operations		593,545		
Public works		38,142	26,879	
Public safety:				
Police				
Fire				
Library				
Parks and recreation				563,196
Housing assistance payments				
Capital outlay	943,161			39,393
Debt service:				
Principal retirement				
Interest and fiscal charges	6,245			
Total Expenditures	949,406	631,687	26,879	602,589
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	225,699	(617,221)	48,191	(556,302)
OTHER FINANCING SOURCES (USES):				
Debt issued				
Premium on debt issued				
Transfers in		677,294		610,729
Transfers out	(4,365)	(25,645)	(1,726)	(55,390)
Total Other Financing Sources (Uses)	(4,365)	651,649	(1,726)	555,339
Net change in fund balance	221,334	34,428	46,465	(963)
Fund Balances (Deficit) at the Beginning of Period	4,658,800	280,155	2,218,044	97,098
Fund balances at the end of the year	\$ 4,880,134	\$ 314,583	\$ 2,264,509	\$ 96,135

SPECIAL REVENUE FUNDS

<u>Roadway</u>	<u>Tree Propagation</u>	<u>Air Quality Mitigation</u>	<u>Community Development Block Grant/HOME</u>	<u>Housing Authority Section 8</u>	<u>Affordable Housing</u>
	\$ 24,145	\$ 46,041			
\$ 3,788			\$ 973,068	\$ 4,587,108	
51,238	20,232	3,601	20,710		\$ 103,819
			523,942	136,345	216,414
					509,464
<u>55,026</u>	<u>44,377</u>	<u>49,642</u>	<u>1,517,720</u>	<u>4,723,453</u>	<u>829,697</u>
			1,392,578	538,627	192,916
9,258					
	170,982				
2,663,730			124,001	4,077,451	
<u>2,672,988</u>	<u>170,982</u>		<u>1,516,579</u>	<u>4,616,078</u>	<u>192,916</u>
<u>(2,617,962)</u>	<u>(126,605)</u>	<u>49,642</u>	<u>1,141</u>	<u>107,375</u>	<u>636,781</u>
1,976,662			12,500		
<u>(1,667,214)</u>	<u>(5,751)</u>	<u>(170)</u>	<u>(234,161)</u>		<u>(2,017)</u>
309,448	<u>(5,751)</u>	<u>(170)</u>	<u>(221,661)</u>		<u>(2,017)</u>
(2,308,514)	(132,356)	49,472	(220,520)	107,375	634,764
<u>4,222,780</u>	<u>1,867,205</u>	<u>322,350</u>	<u>386,120</u>	<u>403,419</u>	<u>4,862,667</u>
<u>\$ 1,914,266</u>	<u>\$ 1,734,849</u>	<u>\$ 371,822</u>	<u>\$ 165,600</u>	<u>\$ 510,794</u>	<u>\$ 5,497,431</u>

(Continued)

**CITY OF ROSEVILLE, CALIFORNIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENTS OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2016**

	SPECIAL REVENUE FUNDS			
	Low/Mod Income Housing Asset	Miscellaneous Fire	Miscellaneous General Government	Miscellaneous Library
Taxes				
Charges for services	\$ 11,000			
Subventions and grants				
Use of money and property	11,709	\$ 305	\$ 8,907	\$ 2,807
Fines, forfeitures and penalties		3,740		
Contributions from developers and others				
Miscellaneous revenues	282,032	20	227,399	
Total Revenues	304,741	4,065	236,306	2,807
Current:				
General government			106,297	
Development and operations	30,470			
Public works				
Public safety:				
Police				
Fire		4,775		
Library				10,000
Parks and recreation				
Housing assistance payments				
Capital outlay				
Debt service:				
Principal retirement				
Interest and fiscal charges				
Total Expenditures	30,470	4,775	106,297	10,000
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	274,271	(710)	130,009	(7,193)
OTHER FINANCING SOURCES (USES):				
Debt issued				
Premium on debt issued				
Transfers in				
Transfers out				
Total Other Financing Sources (Uses)				
Net change in fund balance	274,271	(710)	130,009	(7,193)
Fund Balances (Deficit) at the Beginning of Period	1,471,443	28,179	804,809	256,161
Fund balances at the end of the year	\$ 1,745,714	\$ 27,469	\$ 934,818	\$ 248,968

SPECIAL REVENUE FUNDS			DEBT SERVICE FUND	CAPITAL PROJECTS FUNDS	
Miscellaneous Police	Miscellaneous Park	Roseville Community Development Corporation	Roseville Finance Authority	South Placer Animal Control Shelter	Traffic Mitigation
	\$ 45,720			\$ 42,170	\$ 4,595,615
		\$ 195,000			245,055
\$ 4,188	5,041	149,280	\$ 75,757	1,898	264,466
					1,095,597
42,522	36,821	10,883			1,719
46,710	87,582	355,163	75,757	44,068	6,202,452
		367,127			
20,335					
		243,876			3,292,297
		15,139	814,674		
		15,607	494,983		
20,335		641,749	1,309,657		3,292,305
26,375	87,582	(286,586)	(1,233,900)	44,068	2,910,147
			14,425,000		
			862,056		
			1,022,601		1,188,954
	(15,457)		(14,393,980)	(892,752)	(198,575)
	(15,457)		1,915,677	(892,752)	990,379
26,375	72,125	(286,586)	681,777	(848,684)	3,900,526
315,081	436,391	170,551	146,057	878,337	22,617,950
\$ 341,456	\$ 508,516	\$ (116,035)	\$ 827,834	\$ 29,653	\$ 26,518,476

(Continued)

**CITY OF ROSEVILLE, CALIFORNIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENTS OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2016**

	CAPITAL PROJECTS FUNDS			
	Public Facilities	Park Development	Pleasant Grove Drain Basin	Community Facilities District Projects
Taxes				
Charges for services	\$ 2,275,985	\$ 4,314,787	\$ 389,969	
Subventions and grants				
Use of money and property	154,559	330,897	152,069	\$ 42,620
Fines, forfeitures and penalties				
Contributions from developers and others				2,671,210
Miscellaneous revenues	502,869	5,100		19,900,000
Total Revenues	2,933,413	4,650,784	542,038	22,613,830
Current:				
General government				
Development and operations				
Public works				
Public safety:				
Police				
Fire				
Library				
Parks and recreation		3,500		
Housing assistance payments				
Capital outlay	15,094,766	3,402,644	5,828	2,568,024
Debt service:				
Principal retirement				
Interest and fiscal charges	47,163			140,382
Total Expenditures	15,141,929	3,406,144	5,828	2,708,406
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(12,208,516)	1,244,640	536,210	19,905,424
OTHER FINANCING SOURCES (USES):				
Debt issued				
Premium on debt issued				
Transfers in	14,524,494	1,119,726	319	
Transfers out	(365,031)	(80,108)	(7,163)	(3,100,350)
Total Other Financing Sources (Uses)	14,159,463	1,039,618	(6,844)	(3,100,350)
Net change in fund balance	1,950,947	2,284,258	529,366	16,805,074
Fund Balances (Deficit) at the Beginning of Period	12,648,861	30,014,557	9,157,640	1,771,964
Fund balances at the end of the year	\$ 14,599,808	\$ 32,298,815	\$ 9,687,006	\$ 18,577,038

CAPITAL PROJECTS FUNDS		PERMANENT FUNDS			
Building	General Capital Improvement Projects Rehabilitation	Citizens' Benefit	Roseville Aquatics Complex Maintenance	Total Non-Major Governmental Funds	
				\$	9,661,058
					12,166,312
					9,828,692
\$ 15,802	\$ 127,118	\$ 764,313	\$ 597		2,581,569
					314,258
					4,033,905
	150	11,653			22,248,186
15,802	127,268	775,966	597		60,833,980
	148,919	252,639			527,095
					3,128,468
	40,876				119,042
					20,335
					4,775
					10,000
					6,209,913
					4,077,451
82,913	2,206,599				33,942,762
					829,813
					720,484
82,913	2,396,394	252,639			49,590,138
(67,111)	(2,269,126)	523,327	597		11,243,842
					14,425,000
					862,056
82,913	1,607,099				23,429,240
(1,654,774)	(295,823)				(26,948,638)
(1,571,861)	1,311,276				11,767,658
(1,638,972)	(957,850)	523,327	597		23,011,500
1,829,249	11,483,003	17,469,847	24,749		153,381,582
\$ 190,277	\$ 10,525,153	\$ 17,993,174	\$ 25,346	\$	176,393,082

CITY OF ROSEVILLE, CALIFORNIA
BUDGETED NON-MAJOR FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2016

	LANDSCAPE AND LIGHTING SERVICE DISTRICTS			STATE GASOLINE TAX		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES:						
Taxes	\$ 9,438,464	\$ 8,540,005	\$ (898,459)			
Charges for services						
Subventions and grants				\$ 3,927,622	\$ 3,717,989	\$ (209,633)
Use of money and property	42,398	84,436	42,038	25,043	74,677	49,634
Fines, forfeitures and penalties						
Contributions from developers and others						
Miscellaneous revenues						
Total Revenues	<u>9,480,862</u>	<u>8,624,441</u>	<u>(856,421)</u>	<u>3,952,665</u>	<u>3,792,666</u>	<u>(159,999)</u>
EXPENDITURES:						
Current:						
Operating services and supplies						
Planning						
Home Improvement						
Main Library - Library Fund						
Highway Users Tax Operations				10,000	3,879	6,121
Parks and Recreation						
Olympus Pointe Lld Zone A	198,327	194,822	3,505			
Olympus Pointe Lld Zone D	56,070	44,832	11,238			
Nwrlld Zone A	445,407	428,605	16,802			
Nwrlld Zone B	19,369	19,141	228			
Johnson Ranch Lld Zone A	4,265	4,262	3			
Johnson Ranch Lld Zone B	1,811	1,810	1			
Johnson Ranch Lld Zone C	2,233	2,232	1			
Johnson Ranch Lld Zone D	301	301	-			
Johnson Ranch Lld Zone E	2,924	2,923	1			
Ncrlld Zone A	410,633	377,060	33,573			
Ncrlld Zone B	132,128	121,157	10,971			
Ncrlld Zone F	24,207	15,443	8,764			
Ncrlld Zone G	15,616	13,784	1,832			
Infill Lld Zone A	13,587	9,187	4,400			
Infill Lld Zone B	16,821	8,454	8,367			
Infill Lld Zone C	15,589	5,964	9,625			
Nrcfd 2 Sd Zone A	58,436	38,695	19,741			
Nrcfd 2 Sd Zone B	84,304	62,287	22,017			
Nrcfd 2 Sd Zone C	189,993	135,682	54,311			
Nrcfd 2 Sd Zone E	12,140	9,950	2,190			
Historic District Lld	51,101	32,181	18,920			
Riverside District Lld	30,480	20,801	9,679			
Stone Point Cfd #4 (Sd)	21,089	9,250	11,839			
Infill Cfd4-Wdcrk Oaks Preser	12,040	11,665	375			
Westbrook SRV Dist CFDA	27,825	22,341	5,484			
NWRSP-Landscaping and Lighting District	250,000	173,050	76,950			
Stoneridge Cfd #1 Srv Dist	489,014	404,428	84,586			
Stoneridge Parcel 1 Cfd #2 Sd	25,145	23,225	1,920			
Woodcrk West - Services District	314,976	285,749	29,227			
Crocker Ranch Services District	277,335	221,348	55,987			
Highland Res north Srv Dist	610,775	540,034	70,741			
Vernon St Lighting/Landscape	41,387	27,430	13,957			
Woodcreek East Services Dist	125,079	122,120	2,959			
Stone Point Cfd #2 Srv Dist	40,880	37,406	3,474			
Westpark Cfd #2 Services Dist	740,676	701,717	38,959			
Fiddymment Ranch Cfd #2 Sd	710,108	643,443	66,665			
Municipal Services Cfd #3	35,184	33,651	1,533			
Longmeadow Cfd #2 Sd	97,039	90,638	6,401			
Infill Services Cfd	32,215	26,545	5,670			
Debt Service:						
Principal retirement						
Interest and fiscal charges						
Total Expenditures	<u>5,636,509</u>	<u>4,923,613</u>	<u>712,896</u>	<u>10,000</u>	<u>3,879</u>	<u>6,121</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>3,844,353</u>	<u>3,700,828</u>	<u>(143,525)</u>	<u>3,942,665</u>	<u>3,788,787</u>	<u>(153,878)</u>
OTHER FINANCING SOURCES (USES):						
Transfers in				188,343		(188,343)
Transfers out	(3,398,382)	(3,398,382)		(720,377)	(241,617)	478,760
Total Other Financing Sources (Uses)	<u>(3,398,382)</u>	<u>(3,398,382)</u>		<u>(532,034)</u>	<u>(241,617)</u>	<u>290,417</u>
NET CHANGE IN FUND BALANCE	<u>\$ 445,971</u>	<u>302,446</u>	<u>\$ (143,525)</u>	<u>3,410,631</u>	<u>3,547,170</u>	<u>\$ 136,539</u>
Adjustment to Budgetary Basis:						
Extraordinary item						
Capital Outlay					(3,275,530)	
Fund balance (deficit) at beginning of year		<u>10,311,148</u>			<u>11,004,873</u>	
Fund balance at end of year		<u>\$ 10,613,594</u>			<u>\$ 11,276,513</u>	

(Continued)

**CITY OF ROSEVILLE, CALIFORNIA
BUDGETED NON-MAJOR FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2016**

	TRENCH RECOVERY			LAW ENFORCEMENT BLOCK GRANTS		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES:						
Taxes						
Charges for services	\$ 2,000	\$ (8,430)	\$ (10,430)			
Suventions and grants				\$ 100,000	\$ 106,684	\$ 6,684
Use of money and property	521	1,645	1,124	1,103	5,174	4,071
Fines, forfeitures and penalties						
Miscellaneous revenues						
Total Revenues	2,521	(6,785)	(9,306)	101,103	111,858	10,755
EXPENDITURES:						
Current:						
General government						
Development and operations						
Public works						
Salaries and benefits						
Parks and recreation						
Utility Exploration Center						
Operating services and supplies						
Parks and recreation						
Native Tree Projects						
Non-Native Tree Projects						
Bike trail maintenance						
Capital outlay						
Debt Service:						
Interest and fiscal charges						
Total Expenditures						
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	2,521	(6,785)	(9,306)	101,103	111,858	10,755
OTHER FINANCING SOURCES (USES):						
Transfers in						
Transfers out	(84)	(84)		(100,207)	(100,207)	
Total Other Financing Sources (Uses)	(84)	(84)		(100,207)	(100,207)	
NET CHANGE IN FUND BALANCE	\$ 2,437	(6,869)	\$ (9,306)	\$ 896	11,651	\$ 10,755
Adjustment to Budgetary Basis:						
Capital Outlay						
Fund balance (deficit) at beginning of year		153,357			238,019	
Fund balance at end of year		\$ 146,488			\$ 249,670	

FIRE FACILITIES			UTILITY EXPLORATION CENTER			TREE PROPAGATION		
Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
\$ 750,000	\$ 1,121,053	\$ 371,053	\$ 17,950	\$ 25,797	\$ 7,847		\$ 24,145	\$ 24,145
20,063	54,052	33,989	3,696	4,515	819	\$ 12,014	20,232	8,218
			11,500	15,975	4,475			
770,063	1,175,105	405,042	33,146	46,287	13,141	12,014	44,377	32,363
			681,515	563,196	118,319			
						282,081	113,681	168,400
						143,001	57,301	85,700
5,774	6,245	(471)						
5,774	6,245	(471)	681,515	563,196	118,319	425,082	170,982	254,100
764,289	1,168,860	404,571	(648,369)	(516,909)	131,460	(413,068)	(126,605)	286,463
			610,729	610,729				
(1,145,433)	(4,365)	1,141,068	(53,331)	(55,390)	(2,059)	(5,751)	(5,751)	
(1,145,433)	(4,365)	1,141,068	557,398	555,339	(2,059)	(5,751)	(5,751)	
\$ (381,144)	1,164,495	\$ 1,545,639	\$ (90,971)	38,430	\$ 129,401	\$ (418,819)	(132,356)	\$ 286,463
	(943,161)			(39,393)				
	4,658,800			97,098			1,867,205	
	\$ 4,880,134			\$ 96,135			\$ 1,734,849	

(Continued)

CITY OF ROSEVILLE, CALIFORNIA
BUDGETED NON-MAJOR FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2016

	AIR QUALITY MITIGATION			COMMUNITY DEVELOPMENT BLOCK GRANT / HOME		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES:						
Charges for services	\$ 60,000	\$ 46,041	\$ (13,959)			
Subventions and grants				\$ 1,909,601	\$ 973,068	\$ (936,533)
Use of money and property	1,717	3,601	1,884	6,210	20,710	14,500
Fines, forfeitures and penalties						
Contributions from developers						
Miscellaneous revenues						
				<u>567,000</u>	<u>523,942</u>	<u>(43,058)</u>
Total Revenues	<u>61,717</u>	<u>49,642</u>	<u>(12,075)</u>	<u>2,482,811</u>	<u>1,517,720</u>	<u>(965,091)</u>
EXPENDITURES:						
Current:						
Salaries and benefits						
Planning						
CDBG				118,694	90,397	28,297
Housing Authority						
Operating services and supplies						
Planning						
Rehabilitation Account				300,000	2,828	297,172
CDBG				828,373	634,914	193,459
Home Program				698,104	452,734	245,370
Cal/Home						
Begin Program				240,000	211,705	28,295
Affordable Housing						
Housing Authority						
Public Safety:						
Fire						
Buckle Up Baby Fund						
Housing assistance payments						
Total Expenditures				<u>2,185,171</u>	<u>1,392,578</u>	<u>792,593</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>61,717</u>	<u>49,642</u>	<u>(12,075)</u>	<u>297,640</u>	<u>125,142</u>	<u>(172,498)</u>
OTHER FINANCING SOURCES (USES):						
Proceeds from the sale of property						
Transfers in				16,500	12,500	(4,000)
Transfers out	<u>(170)</u>	<u>(170)</u>		<u>(275,773)</u>	<u>(234,161)</u>	<u>41,612</u>
Total Other Financing Sources (Uses)	<u>(170)</u>	<u>(170)</u>	<u>-</u>	<u>(259,273)</u>	<u>(221,661)</u>	<u>37,612</u>
NET CHANGE IN FUND BALANCE	<u>\$ 61,547</u>	<u>49,472</u>	<u>\$ (12,075)</u>	<u>\$ 38,367</u>	<u>(96,519)</u>	<u>\$ (134,886)</u>
Adjustment to Budgetary Basis:						
Capital Outlay					(124,001)	
Fund balance (deficit) at beginning of year		<u>322,350</u>			<u>386,120</u>	
Fund balance at end of year		<u>\$ 371,822</u>			<u>\$ 165,600</u>	

HOUSING AUTHORITY SECTION 8			AFFORDABLE HOUSING			MISCELLANEOUS FIRE		
Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
\$ 4,523,964 109	\$ 4,587,108	\$ 63,144 (109)	\$ 39,000	\$ 103,819	\$ 64,819	\$ 161 9,000	\$ 305 3,740	\$ 144 (5,260)
39,600	136,345	96,745	330,000	216,414	(113,586)	500	20	(480)
4,563,673	4,723,453	159,780	369,000	829,697	460,697	9,661	4,065	(5,596)
505,573	538,627	(33,054)						
41,233		41,233	312,898	192,916	119,982	9,500	4,775	4,725
4,144,388	4,077,451	66,937						
4,691,194	4,616,078	75,116	312,898	192,916	119,982	9,500	4,775	4,725
(127,521)	107,375	234,896	56,102	636,781	580,679	161	(710)	(871)
			(2,017)	(2,017)				
			(2,017)	(2,017)				
\$ (127,521)	107,375	\$ 234,896	\$ 54,085	634,764	\$ 580,679	\$ 161	(710)	\$ (871)
	403,419			4,862,667			28,179	
	\$ 510,794			\$ 5,497,431			\$ 27,469	

(Continued)

**CITY OF ROSEVILLE, CALIFORNIA
BUDGETED NON-MAJOR FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2016**

	MISCELLANEOUS GENERAL GOVERNMENT			MISCELLANEOUS LIBRARY		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES:						
Charges for services						
Subventions and grants						
Use of money and property	\$ 3,917	\$ 8,907	\$ 4,990	\$ 1,583	\$ 2,807	\$ 1,224
Fines, forfeitures and penalties						
Miscellaneous revenues	174,845	227,399	52,554			
Total Revenues	178,762	236,306	57,544	1,583	2,807	1,224
EXPENDITURES:						
Current:						
Salaries and benefits						
Public works						
Storm Water Management Program						
Operating services and supplies						
General government						
Cable TV Peg Funds	249,457	106,297	143,160			
Public works						
Storm Water Management Program						
Public safety:						
Police						
Forfeited property						
Police evidence funds						
Library						
Harrigan Trust-Adult Literacy				30,000	10,000	20,000
Total Expenditures	249,457	106,297	143,160	30,000	10,000	20,000
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(70,695)	130,009	200,704	(28,417)	(7,193)	21,224
OTHER FINANCING SOURCES (USES):						
Transfers in						
Transfers out						
Total Other Financing Sources (Uses)						
NET CHANGE IN FUND BALANCE	\$ (70,695)	130,009	\$ 200,704	\$ (28,417)	(7,193)	\$ 21,224
Adjustment to Budgetary Basis:						
Capital Outlay						
Fund balance (deficit) at beginning of year		804,809			256,161	
Fund balance at end of year		\$ 934,818			\$ 248,968	

MISCELLANEOUS POLICE			MISCELLANEOUS PARK			STORM WATER MANAGEMENT		
Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
			\$ 42,000	\$ 45,720	\$ 3,720	\$ 12,000	\$ 4,409	\$ (7,591)
						43,951		(43,951)
\$ 2,119	\$ 4,188	\$ 2,069	2,468	5,041	2,573	750	2,708	1,958
							100	100
42,500	42,522	22	34,000	36,821	2,821		7,249	7,249
44,619	46,710	2,091	78,468	87,582	9,114	56,701	14,466	(42,235)
						711,739	593,545	118,194
						40,000	38,142	1,858
50,000	20,335	29,665						
50,000	20,335	29,665				751,739	631,687	120,052
(5,381)	26,375	31,756	78,468	87,582	9,114	(695,038)	(617,221)	77,817
			1,350,745		(1,350,745)	716,595	677,294	(39,301)
			(66,039)	(15,457)	50,582	(25,645)	(25,645)	
			1,284,706	(15,457)	(1,300,163)	690,950	651,649	(39,301)
\$ (5,381)	26,375	\$ 31,756	\$ 1,363,174	72,125	\$ (1,291,049)	\$ (4,088)	34,428	\$ 38,516
	315,081			436,391			280,155	
\$ 341,456			\$ 508,516			\$ 314,583		

(Continued)

**CITY OF ROSEVILLE, CALIFORNIA
BUDGETED NON-MAJOR FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2016**

	TRAFFIC SIGNAL COORDINATION			BIKE TRAIL OPEN SPACE MAINTENANCE		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES:						
Charges for services						
Subventions and grants						
Use of money and property	\$ 13,172	\$ 24,386	\$ 11,214	\$ 4,614	\$ 9,803	\$ 5,189
Contributions from developers	30,000	50,684	20,684			
Miscellaneous revenues					33,973	33,973
Total Revenues	43,172	75,070	31,898	4,614	43,776	39,162
EXPENDITURES:						
Current:						
General government						
Operating services and supplies						
Development and operations						
Low & Moderate Income Housing						
Successor Agency						
Planning						
Roseville Community						
Development Corporation						
Parks and Recreation						
Facilities Rehab Project	50,000	26,879	23,121			
Bike Trail Maintenance				780,433	548,622	231,811
Debt Service:						
Principal						
Interest and fiscal charges						
Total Expenditures	50,000	26,879	23,121	780,433	548,622	231,811
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(6,828)	48,191	55,019	(775,819)	(504,846)	270,973
OTHER FINANCING SOURCES (USES):						
Proceeds from the sale of property						
Transfers in				613,994	586,779	(27,215)
Transfers out	(1,726)	(1,726)		(12,043)	(8,085)	3,958
Total Other Financing Sources (Uses)	(1,726)	(1,726)	-	601,951	578,694	(23,257)
NET CHANGE IN FUND BALANCE	\$ (8,554)	46,465	\$ 55,019	\$ (173,868)	73,848	\$ 247,716
Adjustment to Budgetary Basis:						
Capital Outlay						
Fund balance (deficit) at beginning of year		2,218,044			856,455	
Fund balance at end of year		\$ 2,264,509			\$ 930,303	

ROSEVILLE COMMUNITY DEVEOPMENT CORPORATION			HOUSING SUCCESSOR FUND/ LOW/MOD INCOME HOUSING ASSET			TECHNOLOGY REPLACEMENT		
Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
\$ 200,000	\$ 195,000	\$ (5,000)		\$ 11,000	\$ 11,000	\$ 200,000	\$ 399,104	\$ 199,104
767,672	149,280	(618,392)	\$ 6,570	11,709	5,139	671	2,416	1,745
1,200	10,883	9,683	58,800	282,032	223,232		70	70
968,872	355,163	(613,709)	65,370	304,741	239,371	200,671	401,590	200,919
						54,075	19,240	34,835
			72,249	30,470	41,779			
901,678	367,127	534,551						
122,934	15,139	107,795					8,235	(8,235)
136,486	15,607	120,879					27,475	26,600
1,161,098	397,873	763,225	72,249	30,470	41,779	54,075		
(192,226)	(42,710)	149,516	(6,879)	274,271	281,150	146,596	374,115	227,519
			464,114		(464,114)	84,400	19,170	(65,230)
						(100,000)		100,000
			464,114		(464,114)	(15,600)	19,170	34,770
\$ (192,226)	(42,710)	\$ 149,516	\$ 457,235	274,271	\$ (182,964)	\$ 130,996	393,285	\$ 262,289
	(243,876)							
	170,551			1,471,443			(150,757)	
\$ (116,035)			\$ 1,745,714			\$ 242,528		

(Continued)

CITY OF ROSEVILLE, CALIFORNIA
BUDGETED NON-MAJOR FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2016

	ROADWAY			ROSEVILLE FINANCE AUTHORITY		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES:						
Subventions and grants	\$ 7,223,290	\$ 3,788	\$ (7,219,502)	\$ 10,587,210	\$ 75,757	\$ (10,511,453)
Use of money and property	16,109	51,238	35,129		15,287,056	15,287,056
Miscellaneous revenues						
Total Revenues	7,239,399	55,026	(7,184,373)	10,587,210	15,362,813	4,775,603
EXPENDITURES:						
Current:						
Roadway operations	10,000	9,258	742			
Operating services and supplies						
General government						
Citizens benefits						
Debt Service:						
Principal retirement				814,675	814,674	
Interest and fiscal charges				497,780	494,983	2,797
Total Expenditures	10,000	9,258	742	1,312,455	1,309,657	2,796
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	7,229,399	45,768	(7,183,631)	9,274,755	14,053,156	4,778,399
OTHER FINANCING SOURCES (USES):						
Transfers in	5,796,270	1,976,662	(3,819,608)		1,022,601	1,022,601
Transfers out	(2,308,222)	(1,667,214)	641,008	(9,561,855)	(14,393,980)	(4,832,125)
Total Other Financing Sources (Uses)	3,488,048	309,448	(3,178,600)	(9,561,855)	(13,371,379)	(3,809,524)
NET CHANGE IN FUND BALANCE	\$ 10,717,447	355,216	\$ (10,362,231)	\$ (287,100)	681,777	\$ 968,875
Adjustment to Budgetary Basis:						
Capital Outlay		(2,663,730)				
Fund balance (deficit) at beginning of year		4,222,780			146,057	
Fund balance at end of year		\$ 1,914,266			\$ 827,834	

CITIZENS BENEFIT			ROSEVILLE AQUATICS COMPLEX MAINTENANCE		
Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
\$ 230,000	\$ 764,313	\$ 534,313		\$ 597	\$ 597
	11,653	11,653			
230,000	775,966	545,966		597	597
271,111	252,639	18,472			
271,111	252,639	18,472			
(41,111)	523,327	564,438		597	597
\$ (41,111)	523,327	\$ 564,438	\$ -	597	\$ 597
	17,469,847			24,749	
	\$ 17,993,174			\$ 25,346	

(Continued)

**CITY OF ROSEVILLE, CALIFORNIA
BUDGETED NON-MAJOR FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2016**

	SOUTH PLACER ANIMAL CONTROL SHELTER			TRAFFIC MITIGATION		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES						
Charges for services	\$ 140,000	\$ 42,170	\$ (97,830)	\$ 3,760,800	\$ 4,595,615	\$ 834,815
Subventions and grants				5,480,367	245,055	(5,235,312)
Use of money and property	4,373	1,898	(2,475)	101,657	264,466	162,809
Contributions from developers and others				663,686	1,095,597	431,911
Miscellaneous revenues				30,000	1,719	(28,281)
Total Revenues	144,373	44,068	(100,305)	10,036,510	6,202,452	(3,834,058)
EXPENDITURES						
Current:						
General government						
Development and operations						
Public works						
Traffic mitigation operations				10,000	8	9,992
Special studies-roadway permits						
Parks and recreation						
Youth sports coalition						
Reason farms revenues property management						
Debt Service:						
Principal retirement						
Interest and fiscal charges						
Total Expenditures				10,000	8	9,992
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	144,373	44,068	(100,305)	10,026,510	6,202,444	(3,824,066)
OTHER FINANCING SOURCES (USES):						
Transfer In				1,308,444	1,188,954	(119,490)
Transfers out	(988,785)	(892,752)	96,033	(260,511)	(198,575)	61,936
Total Other Financing Sources (Uses)	(988,785)	(892,752)	96,033	1,047,933	990,379	(57,554)
NET CHANGE IN FUND BALANCE	\$ (844,412)	(848,684)	\$ (4,272)	\$ 11,074,443	7,192,823	\$ (3,881,620)
Adjustment to Budgetary Basis:						
Capital Outlay					(3,292,297)	
Fund balance (deficit) at beginning of year		878,337			22,617,950	
Fund balance at end of year		\$ 29,653			\$ 26,518,476	

PUBLIC FACILITIES			PARK DEVELOPMENT			PLEASANT GROVE DRAIN BASIN		
Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
\$ 2,057,272	\$ 2,275,985	\$ 218,713	\$ 3,930,604	\$ 4,314,787	\$ 384,183	\$ 350,000	\$ 389,969	\$ 39,969
54,962	154,559	99,597	175,000		(175,000)		\$ -	-
			137,753	330,897	193,144	118,542	152,069	33,527
	502,869	502,869	30,000	5,100	(24,900)		-	-
2,112,234	2,933,413	821,179	4,273,357	4,650,784	377,427	468,542	542,038	73,496
			66,000	3,500	62,500			
	8,763	(8,763)						
	8,763	(8,763)	66,000	3,500	62,500			
2,112,234	2,924,650	812,416	4,207,357	4,647,284	439,927	468,542	542,038	73,496
26,962,027	14,524,494	(12,437,533)	3,905,110	1,119,726	(2,785,384)	75,000	319	(74,681)
(563,780)	(365,031)	198,749	(2,641,554)	(80,108)	2,561,446	(4,563)	(7,163)	(2,600)
26,398,247	14,159,463	(12,238,784)	1,263,556	1,039,618	(223,938)	70,437	(6,844)	(77,281)
\$ 28,510,481	17,084,113	\$ (11,426,368)	\$ 5,470,913	5,686,902	\$ 215,989	\$ 538,979	535,194	\$ (3,785)
	(15,094,766)			(3,402,644)			(5,828)	
	12,648,861			30,014,557			9,157,640	
\$ 14,638,208			\$ 32,298,815			\$ 9,687,006		

(Continued)

**CITY OF ROSEVILLE, CALIFORNIA
BUDGETED NON-MAJOR FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2016**

	COMMUNITY FACILITIES DISTRICT PROJECTS			BUILDING		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES						
Use of money and property	\$ 21,809	\$ 42,620	\$ 20,811	\$ 11,026	\$ 15,802	\$ 4,776
Contributions from developers and others		2,671,210	2,671,210			-
Miscellaneous revenues	19,900,000	19,900,000		400,000		(400,000)
Total Revenues	19,921,809	22,613,830	2,692,021	411,026	15,802	(395,224)
EXPENDITURES						
Current:						
General government						
Development and operations						
Public works						
Parks and recreation						
Debt Service:						
Principal retirement						
Interest and fiscal charges	140,626	140,382	244			
Total Expenditures	140,626	140,382	244			
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	19,781,183	22,473,448	2,692,265	411,026	15,802	(395,224)
OTHER FINANCING SOURCES (USES):						
Transfer In				1,392,533	82,913	(1,309,620)
Transfers out	(3,208,444)	(3,100,350)	108,094	(1,654,774)	(1,654,774)	
Total Other Financing Sources (Uses)	(3,208,444)	(3,100,350)	108,094	(262,241)	(1,571,861)	(1,309,620)
NET CHANGE IN FUND BALANCE	16,572,739	19,373,098	2,800,359	\$ 148,785	(1,556,059)	\$ (1,704,844)
Adjustment to Budgetary Basis:						
Capital Outlay		(2,568,024)			(82,913)	
Fund balance (deficit) at beginning of year		1,771,964			1,829,249	
Fund balance at end of year		\$ 18,577,038			\$ 190,277	

GENERAL CAPITAL IMPROVEMENT PROJECTS REHABILITATION		
Budget	Actual	Variance Positive (Negative)
\$ 73,423	\$ 127,118	\$ 53,695
	150	150
73,423	127,268	53,845
840,346	148,919	(691,427)
	40,876	40,876
840,346	189,795	(650,551)
(766,923)	(62,527)	704,396
2,019,297	1,607,099	(412,198)
(2,051,678)	(295,823)	1,755,855
(32,381)	1,311,276	1,343,657
\$ (799,304)	1,248,749	\$ 2,048,053
	(2,206,599)	
	11,483,003	
	\$ 10,525,153	

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NON-MAJOR ENTERPRISE FUNDS

GOLF COURSE FUND

This fund accounts for all financial transactions associated relating to the development, operation and maintenance of the City's public golf courses.

LOCAL TRANSPORTATION FUND

This fund accounts for the activities associated with the operations and maintenance of the City's public transit activities and has particular emphasis on serving the elderly and the handicapped.

SCHOOL-AGE CHILD CARE FUND

This fund accounts for the receipt of parent fees and State grants used to finance child development programs.

CITY OF ROSEVILLE, CALIFORNIA
NON-MAJOR ENTERPRISE FUNDS
COMBINING STATEMENT OF NET POSITION
JUNE 30, 2016

	Enterprise Funds			
	Non-Major Golf Course	Non-Major Local Transportation	Non-Major School-Age Child Care	Totals
ASSETS:				
Current Assets:				
Cash and investments in City Treasury	\$ 17,226	\$ 9,494,111	\$ 572,978	\$ 10,084,315
Receivables:				
Accounts, net of allowance for doubtful accounts	212,399	35,972	320,270	568,641
Accrued interest	14,647	22,168	603	37,418
Due from other government agencies		9,109,827	36,191	9,146,018
Total Current Assets	244,272	18,662,078	930,042	19,836,392
Non-Current Assets:				
Land and construction in progress	6,007,666	3,940,940		9,948,606
Capital assets being depreciated, net	7,868,437	12,127,066	2,122,576	22,118,079
Total Non-Current Assets	13,876,103	16,068,006	2,122,576	32,066,685
Total Assets	14,120,375	34,730,084	3,052,618	51,903,077
DEFERRED OUTFLOWS OF RESOURCES:				
Deferred outflows related to pensions		208,279	506,156	714,435
Total Deferred outflows of resources		208,279	506,156	714,435
LIABILITIES:				
Current Liabilities:				
Accounts payable	19,095	143,195	49,264	211,554
Accrued liabilities	2,164,459	79,852	262,649	2,506,960
Due to other funds	158,369		20,000	178,369
Current portion of compensated absences		80,944	131,648	212,592
Current portion of long-term debt	414,990			414,990
Deposits		75	13	88
Unearned revenue		14,938,955	5,246	14,944,201
Total Current Liabilities	2,756,913	15,243,021	468,820	18,468,754
Long-term liabilities:				
Advances from other funds	2,496,000		505,000	3,001,000
Long-term debt, non-current portion	3,123,170			3,123,170
Compensated absences		163,324	293,441	456,765
Net pension liability		2,078,948	4,166,408	6,245,356
Total Long-Term Liabilities	5,619,170	2,242,272	4,964,849	12,826,291
Total Liabilities	8,376,083	17,485,293	5,433,669	31,295,045
DEFERRED INFLOWS OF RESOURCES:				
Deferred inflows related to pensions		131,308	182,691	313,999
Total Deferred inflows of resources		131,308	182,691	313,999
NET POSITION:				
Net investment in Capital Assets	10,337,943	16,068,006	2,122,576	28,528,525
Restricted for local transportation		1,253,756		1,253,756
Unrestricted	(4,593,651)		(4,180,162)	(8,773,813)
Total Net Position (deficit)	\$ 5,744,292	\$ 17,321,762	\$ (2,057,586)	\$ 21,008,468

CITY OF ROSEVILLE, CALIFORNIA
NON-MAJOR ENTERPRISE FUNDS
COMBINING STATEMENT OF REVENUE, EXPENSES AND CHANGES
IN FUND NET POSTION
FOR THE YEAR ENDED JUNE 30, 2016

	Business-Type Activities - Enterprise Funds			Totals
	Non-Major Golf Course	Non-Major Local Transportation	Non-Major School-Age Child Care	
OPERATING REVENUES				
Charges for services	\$ 2,216,692	\$ 1,009,937	\$ 5,254,948	\$ 8,481,577
Other		167,998	220,997	388,995
Total Operating Revenues	2,216,692	1,177,935	5,475,945	8,870,572
OPERATING EXPENSES				
Operations	2,008,989	5,736,910	5,246,265	12,992,164
Administration		626,586	(27,832)	598,754
Depreciation and amortization	390,236	1,639,560	69,686	2,099,482
Total Operating Expenses	2,399,225	8,003,056	5,288,119	15,690,400
Operating Income (Loss)	(182,533)	(6,825,121)	187,826	(6,819,828)
NON-OPERATING REVENUES (EXPENSES):				
Interest and rents revenue	15,375	122,295	4,751	142,421
Interest and fiscal charges (expenses)	(104,172)		(5,038)	(109,210)
Subventions and grants		4,309,522	270,004	4,579,526
Gain (loss) from sale of property		6,160		6,160
Total Nonoperating Revenues (Expenses)	(88,797)	4,437,977	269,717	4,618,897
Income (Loss) Before Contributions and Transfers	(271,330)	(2,387,144)	457,543	(2,200,931)
Contributions		693		693
Transfer in		152,580		152,580
Transfer out	(148,058)	(508,578)	(364,160)	(1,020,796)
Change in net position	(419,388)	(2,742,449)	93,383	(3,068,454)
Total net position - beginning	6,163,680	20,064,211	(2,150,969)	24,076,922
Total net position - ending	\$ 5,744,292	\$ 17,321,762	\$ (2,057,586)	\$ 21,008,468

CITY OF ROSEVILLE, CALIFORNIA
NON-MAJOR ENTERPRISE FUNDS
COMBINING STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2016

	Business-Type Activities - Enterprise Funds			
	Non-Major Golf Course	Non-Major Local Transportation	Non-Major School-Age Child Care	Totals
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from customers	\$ 2,216,692	\$ 10,072,938	\$ 5,262,358	\$ 17,551,988
Payments to suppliers	(2,205,494)	(4,990,596)	(1,460,778)	(8,656,868)
Payments to employees		(1,712,615)	(3,609,809)	(5,322,424)
Other receipts		167,998	220,997	388,995
Net Cash provided by/(used for) Operating Activities	11,198	3,537,725	412,768	3,961,691
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES				
Subventions and grants		3,157,131	233,813	3,390,944
Increase/decrease in due from other funds	(150)	(8,733,263)		(8,733,413)
Increase/decrease in due to other funds	31,369		(40,000)	(8,631)
Increase/decrease in advances from other funds	(127,000)		(20,000)	(147,000)
Transfers in		152,580		152,580
Transfers out	(148,058)	(508,578)	(364,160)	(1,020,796)
Net cash provided by/(used for) Noncapital Financing Activities	(243,839)	(5,932,130)	(190,347)	(6,366,316)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Capital contributions		693		693
Acquisition and construction of capital assets	(130,856)	(1,561,738)		(1,692,594)
Principal payments on capital debt	(407,671)			(407,671)
Interest paid on capital debt	(104,172)		(5,037)	(109,209)
Net cash provided by/(used for) Capital and Related Financing Activities	(642,699)	(1,561,045)	(5,037)	(2,208,781)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest and rents received	28,045	122,025	4,149	154,219
Net cash provided by/(used for) Investing Activities	28,045	122,025	4,149	154,219
Net increase (decrease) in cash and cash equivalents	(847,295)	(3,833,425)	221,533	(4,459,187)
Cash and investments at beginning of period	864,521	13,327,536	351,445	14,543,502
Cash and investments at end of period	\$ 17,226	\$ 9,494,111	\$ 572,978	\$ 10,084,315
Reconciliation of Operating Income (Loss) to Net Cash provided by/(used for) Operating Activities:				
Operating Income (Loss)	\$ (182,533)	\$ (6,825,121)	\$ 187,826	\$ (6,819,828)
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities:				
Depreciation and amortization	390,236	1,639,560	69,686	2,099,482
Retirement of capital assets				
Change in Assets and Liabilities:				
Receivables, Net		1,157	12,737	13,894
Accounts payable and other liabilities	(196,505)	(291,610)	260,993	(227,122)
Net pension liability and related amounts		(48,090)	(118,474)	(166,564)
Unearned revenue		9,061,829		9,061,829
Net Cash Provided by (Used for) Operating Activities	\$ 11,198	\$ 3,537,725	\$ 412,768	\$ 3,961,691

INTERNAL SERVICE FUNDS

Internal Service Funds are used to finance and account for special activities and services performed by a designated department for other departments in the City on a cost reimbursement basis.

Financial reporting standards require that for the Statement of Activities, the net revenues or expenses of each internal service fund be eliminated by netting them against the operations of the other City departments which generated them. The remaining balance sheet items are consolidated with these same funds in the Statement of Net Position.

However, internal service funds are still presented separately in the Fund financial statements, including the funds below.

Automotive Services Fund. To account for the maintenance of vehicles used by City departments. Funds are received by means of a rental fee charged to the various departments.

Automotive Replacement Fund. To accumulate resources and account for the purchase of vehicles used by City departments. The source of revenue for this fund is replacement fees charged to City vehicles.

Workers' Compensation Fund. To account for the City's self-insurance program for Workers' Compensation benefits and for the administration of various preventative programs.

General Liability Fund. To account for the cost of claims and administrative costs of the City's self-insured general liability program.

Unemployment Reserve Fund. To account for State and Federal mandated unemployment insurance benefits for employees.

Vision Fund. To account for the City's insurance program for Vision benefits.

Dental Fund. To account for the City's insurance program for Dental benefits.

Section 125 Fund. To account for the assets and liabilities of the employer's flexible benefits plan established under Internal Revenue Code Section 125.

Post Retirement Fund. To account for the contributions and benefits paid in relation to accrued employee retirement compensation.

Central Stores Fund. To account for stores inventory that gets allocated out at year-end to the General Fund and Enterprise Funds.

CITY OF ROSEVILLE, CALIFORNIA
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF NET POSITION
JUNE 30, 2016

	Automotive Services	Automotive Replacement	Self Insurance Funds	
			Workers' Compensation	General Liability
ASSETS				
Current Assets:				
Cash and Investments in City Treasury	\$ 3,199	\$ 27,839,987	\$ 11,154,542	\$ 4,063,777
Receivables:				
Accounts		190,844	198,157	
Accrued interest	2,721	2,300,360	27,810	10,481
Due from other government agencies	21,601	2,500		
Due from other funds		476,834		
Prepays		1,732,260		
Notes receivable		829,201		
Inventories	734,291			
	<u>761,812</u>	<u>33,371,986</u>	<u>11,380,509</u>	<u>4,074,258</u>
Total Current Assets				
Non Current Assets:				
Advances to other funds		3,601,216		
Capital assets:				
Construction in progress	311,869	190,055		
Capital assets being depreciated, net	5,672	19,225,030		
	<u>1,079,353</u>	<u>56,388,287</u>	<u>11,380,509</u>	<u>4,074,258</u>
Total Assets				
DEFERRED OUTFLOWS OF RESOURCES:				
Deferred outflows related to pensions	264,402	12,883	36,362	30,017
	<u>264,402</u>	<u>12,883</u>	<u>36,362</u>	<u>30,017</u>
LIABILITIES				
Current Liabilities:				
Accounts payable	289,967	11,592	12,644	43,359
Accrued liabilities	107,347	5,480	12,734	7,194
Due to other funds	312,700			
Compensated Absences	70,782	3,942	17,452	8,775
Self-insurance claims payable			1,400,094	660,351
	<u>780,796</u>	<u>21,014</u>	<u>1,442,924</u>	<u>719,679</u>
Total Current Liabilities				
Non-Current Liabilities:				
Advances from other funds				
Compensated absences	162,618	18,002	59,945	12,614
Net OPEB obligation				
Self-insurance claims payable			6,048,848	1,160,932
Net pension liability	3,137,498	123,470	370,053	344,563
	<u>4,080,912</u>	<u>162,486</u>	<u>7,921,770</u>	<u>2,237,788</u>
Total Liabilities				
DEFERRED INFLOWS OF RESOURCES:				
Deferred inflows related to pensions	244,674	7,861	23,584	26,132
	<u>244,674</u>	<u>7,861</u>	<u>23,584</u>	<u>26,132</u>
NET POSITION				
Net investment in capital assets	317,541	19,415,085		
Unrestricted	(3,299,372)	36,815,738	3,471,517	1,840,355
	<u>(2,981,831)</u>	<u>56,230,823</u>	<u>3,471,517</u>	<u>1,840,355</u>
Total Net Position (Deficit)	\$ (2,981,831)	\$ 56,230,823	\$ 3,471,517	\$ 1,840,355

Self Insurance Funds						
Unemployment Reserve	Vision	Dental	Section 125	Post Retirement	Central Stores	Total
\$ 870,179	\$ 293,486	\$ 741,307	\$ 47,561	\$ 2,237,715	\$ 281,736	\$ 47,533,489
	134	1,974				391,109
1,450	641	1,648	74	2,600		2,347,785
						24,101
		169,800	63,263			476,834
						1,965,323
						829,201
					8,292	742,583
871,629	294,261	914,729	110,898	2,240,315	290,028	54,310,425
						3,601,216
						501,924
						19,230,702
871,629	294,261	914,729	110,898	2,240,315	290,028	77,644,267
						343,664
		133,213	16,567	1,050	261,995	770,387
						132,755
						312,700
						100,951
						2,060,445
		133,213	16,567	1,050	261,995	3,377,238
				49,633,209		253,179
						49,633,209
						7,209,780
						3,975,584
		133,213	16,567	49,634,259	261,995	64,448,990
						302,251
871,629	294,261	781,516	94,331	(47,393,944)	28,033	19,732,626
						(6,495,936)
\$ 871,629	\$ 294,261	\$ 781,516	\$ 94,331	\$ (47,393,944)	\$ 28,033	\$ 13,236,690

CITY OF ROSEVILLE, CALIFORNIA
INTERNAL SERVICE FUNDS
COMBINING STATEMENTS OF REVENUES, EXPENSES AND
CHANGES IN FUND NET POSITION
FOR THE YEAR ENDED JUNE 30, 2016

	Automotive Services	Automotive Replacement	Self Insurance Funds	
			Workers' Compensation	General Liability
OPERATING REVENUES				
Charges for services	\$ 6,800,633	\$ 6,036,556	\$ 28	
Other	88,004	25,000	2,837,631	\$ 2,207,910
Total Operating Revenues	6,888,637	6,061,556	2,837,659	2,207,910
OPERATING EXPENSES				
Operations and maintenance	5,554,995	68,834	3,607,335	1,294,081
Depreciation and amortization		3,891,387		
Claims expense			(647,356)	772,891
Total Operating Expenses	5,554,995	3,960,221	2,959,979	2,066,972
Operating Income (Loss)	1,333,642	2,101,335	(122,320)	140,938
NON-OPERATING REVENUE (EXPENSES)				
Interest and rents revenue	51,268	424,194	142,791	55,082
Gain (loss) on disposal		483,029		
Total Non-Operating Revenue	51,268	907,223	142,791	55,082
Income (Loss) Before Contributions and transfers	1,384,910	3,008,558	20,471	196,020
Contributions	6,919	5,523		
Transfers In				
Transfers Out	(973,672)	(92,199)	(90,469)	(6,275)
Changes in Net Position	418,157	2,921,882	(69,998)	189,745
Net position (deficit) - beginning, as restated	(3,399,988)	53,308,941	3,541,515	1,650,610
Net position - ending	\$ (2,981,831)	\$ 56,230,823	\$ 3,471,517	\$ 1,840,355

Self Insurance Funds						
Unemployment Reserve	Vision	Dental	Section 125	Post Retirement	Central Stores	Total
						\$ 12,837,217
\$ 542,687	\$ 159,754	\$ 1,483,759	\$ 391,693	\$ 3,798,186		11,534,624
542,687	159,754	1,483,759	391,693	3,798,186		24,371,841
137,208	161,407	123,837	7,586	16,410,345		27,365,628
		1,418,589	357,927			3,891,387
						1,902,051
137,208	161,407	1,542,426	365,513	16,410,345		33,159,066
405,479	(1,653)	(58,667)	26,180	(12,612,159)		(8,787,225)
6,718	3,169	8,154	287	12,997		704,660
						483,029
6,718	3,169	8,154	287	12,997		1,187,689
412,197	1,516	(50,513)	26,467	(12,599,162)		(7,599,536)
				7,269,825		12,442
(8,060)	(4,162)	(3,823)	(1,073)	(45,285)		7,269,825
						(1,225,018)
404,137	(2,646)	(54,336)	25,394	(5,374,622)		(1,542,287)
467,492	296,907	835,852	68,937	(42,019,322)	\$ 28,033	14,778,977
\$ 871,629	\$ 294,261	\$ 781,516	\$ 94,331	\$ (47,393,944)	\$ 28,033	\$ 13,236,690

CITY OF ROSEVILLE, CALIFORNIA
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2016

	Automotive Services	Automotive Replacement	Self Insurance Funds	
			Workers' Compensation	General Liability
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from customers	\$ 6,800,721	\$ 5,955,349	\$ 28	
Payments to suppliers	(3,927,532)	(2,506,191)	(3,594,649)	\$ (1,157,749)
Payments to employees	(1,768,920)	(78,042)	(217,658)	(179,017)
Payments to OPEB trust				
Claims paid				(998,541)
Other receipts (payments)	88,004	25,000	2,837,631	2,207,910
Net Cash Provided by (Used for) Operating Activities	1,192,273	3,396,116	(974,648)	(127,397)
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES				
Increase (decrease) in due to other funds	(261,801)			
Increase (decrease) in advances to other funds		672,216	90,353	
Transfer in				
Transfer out	(973,672)	(92,199)	(90,469)	(6,275)
Net Cash Provided by (used for) Non-Capital Financing Activities	(1,235,473)	580,017	(116)	(6,275)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Acquisition of capital assets, net	(5,672)	(7,910,187)		
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest received	51,025	398,840	135,130	51,660
Net Increase (Decrease) in Cash and Cash Equivalents	2,153	(3,535,214)	(839,634)	(82,012)
Cash and Investments at Beginning of Period	1,046	31,375,201	11,994,176	4,145,789
Cash and Investments at End of Period	\$ 3,199	\$ 27,839,987	\$ 11,154,542	\$ 4,063,777
Reconciliation of Operating Income (Loss) to Net Cash Provided by Operating Activities:				
Operating Income (Loss)	\$ 1,333,642	\$ 2,101,335	\$ (122,320)	\$ 140,938
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities:				
Depreciation		3,891,387		
Change in Assets and Liabilities:				
Receivables, Net	88	(81,207)	(188,411)	
Prepays		(1,732,260)		
Inventories	(80,293)			
Net OPEB obligation				
Accounts payable and other liabilities	(26)	(779,678)	(655,822)	(261,202)
Net pension liability and related amounts	(61,138)	(3,461)	(8,095)	(7,133)
Net Cash Provided by (Used for) Operating Activities	\$ 1,192,273	\$ 3,396,116	\$ (974,648)	\$ (127,397)

Self Insurance Funds						
Unemployment Reserve	Vision	Dental	Section 125	Post Retirement	Central Stores	Total
					\$ 121,478	\$ 12,877,576
\$ (137,208)	\$ (161,541)	\$ (99,689)	\$ (6,627)			(11,591,186)
				\$ (2,603,648)		(4,847,285)
				(8,634,942)		(8,634,942)
		(1,418,589)	(357,927)			(2,775,057)
542,687	159,754	1,483,759	391,693	3,798,186		11,534,624
405,479	(1,787)	(34,519)	27,139	(7,440,404)	121,478	(3,436,270)
(90,353)						(352,154)
						762,569
				7,269,825		7,269,825
(8,060)	(4,162)	(3,823)	(1,073)	(45,285)		(1,225,018)
(98,413)	(4,162)	(3,823)	(1,073)	7,224,540		6,455,222
						(7,915,859)
6,096	3,152	6,506	287	13,858		666,554
313,162	(2,797)	(31,836)	26,353	(202,006)	121,478	(4,230,353)
557,017	296,283	773,143	21,208	2,439,721	160,258	51,763,842
\$ 870,179	\$ 293,486	\$ 741,307	\$ 47,561	\$ 2,237,715	\$ 281,736	\$ 47,533,489
\$ 405,479	\$ (1,653)	\$ (58,667)	\$ 26,180	\$ (12,612,159)		\$ (8,787,225)
						3,891,387
	(134)	(512)	(15)			(270,191)
			(15,593)			(1,747,853)
					\$ (8,292)	(88,585)
				5,171,280		5,171,280
		24,660	16,567	475	\$ 129,770	(1,525,256)
						(79,827)
\$ 405,479	\$ (1,787)	\$ (34,519)	\$ 27,139	\$ (7,440,404)	\$ 121,478	\$ (3,436,270)

PRIVATE-PURPOSE FUNDS

Private-Purpose Trust funds are used to account for trust arrangements under which principal and income benefit private organizations or other governments.

The Endowment Private-Purpose Trust Fund accounts for trust arrangements under which principal and income benefit private organizations.

The Successor Agency to the Redevelopment Agency Private-Purpose Trust Fund was established to account for the activities of the Successor Agency to the former Redevelopment Agency of the City of Roseville.

CITY OF ROSEVILLE, CALIFORNIA
PRIVATE-PURPOSE TRUST FUNDS
COMBINING STATEMENT OF NET POSITION
JUNE 30, 2016

	Endowment Private-Purpose Trust Fund	Successor Agency to the Redevelopment Agency Private-Purpose Trust	Total
ASSETS:			
Cash and investments in Treasury	\$ 1,921,711	\$ 6,958,980	\$ 8,880,691
Restricted cash and investments with fiscal agents		6,000,551	6,000,551
Accrued interest receivable	3,169	215,652	218,821
Notes receivable		4,181,516	4,181,516
Capital assets:			
Land		74,369	74,369
Total Assets	<u>1,924,880</u>	<u>17,431,068</u>	<u>19,355,948</u>
LIABILITIES:			
Accrued liabilities		501,268	501,268
Long-term liabilities:			
Due in one year		1,489,010	1,489,010
Due in more than one year		52,630,217	52,630,217
Total Liabilities		<u>54,620,495</u>	<u>54,620,495</u>
NET POSITION (DEFICIT)			
Held in trust for private purposes or for other governments	<u>\$ 1,924,880</u>	<u>\$ (37,189,427)</u>	<u>\$ (35,264,547)</u>

CITY OF ROSEVILLE, CALIFORNIA
PRIVATE-PURPOSE TRUST FUNDS
COMBINING STATEMENT OF CHANGES IN NET POSITION
JUNE 30, 2016

	Endowment Private-Purpose Trust Fund	Successor Agency to the Redevelopment Agency Private-Purpose Trust	Total
ADDITIONS			
Property taxes		\$ 2,563,843	\$ 2,563,843
Investment income	\$ 19,425	128,312	147,737
Total Additions	19,425	2,692,155	2,711,580
DEDUCTIONS			
General government	33,973		33,973
Community services		196,723	196,723
Debt service:			
Interest and fiscal charges		1,915,300	1,915,300
Total Liabilities	33,973	2,112,023	2,145,996
Change in net position	(14,548)	580,132	565,584
Net position (deficit) - beginning of period	1,939,428	(37,769,559)	(35,830,131)
Net position (deficit) - end of period	\$ 1,924,880	\$ (37,189,427)	\$ (35,264,547)

AGENCY FUNDS

Agency Funds account for assets held by the City as an agent for individuals, governmental entities, and non-public organizations. These funds include the following:

Special Assessments/Community Facility Districts (CFDs)

These funds account for the monies collected and disbursed for land-based debt, where the City is not obligated for the debt.

Payroll Revolving Fund

This fund accounts for the payroll deductions and contributions that are held in transit.

Highway 65 JPA (Bizz Johnson JPA)

This JPA, which consists of the City, City of Rocklin and Placer County, was formed to fund interchanges off of Highway 65. The City acts as lead agency and treasurer. The fees are collected via building permits.

Dry Creek Drainage Basin

Fees are collected via building permits for the Dry Creek area and submitted quarterly to Placer County for drainage mitigation.

County Capital Facilities Fee

This fee was established by the County to fund future county capital facilities from development. It is collected via building permits and submitted quarterly to the County.

South Placer Wastewater Authority (SPWA)

SPWA is a Joint Powers Authority comprised of the City, Placer County and South Placer Public Utilities District. The City is acting as the treasurer and construction manager. This JPA was formed to issue debt to facilitate the construction of the regional wastewater infrastructure. The agencies collect regional wastewater connection fees and submit them to SPWA which is used for debt service payments and for the future expansion of facilities.

Special Sewer Benefit Area #3

This Sewer Special Benefit Area was established to reimburse from properties benefiting from certain sewer infrastructure and oversized pipelines in the northeast portion of the City. The reimbursements are made to various project participants.

Special Sewer Benefit Area #4

This Sewer Special Benefit Area was established to reimburse from properties benefiting from certain sewer infrastructure and oversized pipelines in the southeast portion of the City. The reimbursements are made to Southfork Partnership.

AGENCY FUNDS (CONTINUED)

South Placer County Tourism Business Improvement District (SPCTBID)

All hotels in the region are assessed fees for the purpose of promoting tourism in the area. These fees are forwarded to the City quarterly and then submitted quarterly to the SPCTBID.

South Placer County Safe Kids Coalition

The fees are collected for and submitted to an organization in Placer County for child safety programs.

South Placer Regional Traffic Fee

This fee is collected via building permits and submitted quarterly to Placer County Transportation Authority to fund regional traffic mitigation.

City/County Traffic Mitigation Fund (TMF)

The fee is collected via building permits and submitted quarterly to Placer County to fund regional traffic mitigation due to new development.

Placer County Air Pollution Control Fund

The fee is collected to contribute towards construction of a future animal shelter in South Placer County.

Sierra College Boulevard Fund

To account for contributions to provide maintenance of bike trails and open space.

Other

To account for fees collected for Placer County's administration of the City's Special Assessments.

CITY OF ROSEVILLE, CALIFORNIA
AGENCY FUNDS
STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2016

	Balance June 30, 2015	Additions	Reductions	Balance June 30, 2016
North Roseville /Rocklin Sewer Special Assessment District				
Cash and investments in City Treasury	\$ 3,391	\$ 68	\$ 68	\$ 3,391
Taxes receivable	826	894	826	894
Total Assets	<u>\$ 4,217</u>	<u>\$ 962</u>	<u>\$ 894</u>	<u>\$ 4,285</u>
Due to bondholders	<u>\$ 4,217</u>	<u>\$ 4,285</u>	<u>\$ 4,217</u>	<u>\$ 4,285</u>
Champion Oaks Special Assessment District				
Cash and investments in City Treasury	<u>\$ 19,287</u>			<u>\$ 19,287</u>
Due to bondholders	<u>\$ 19,287</u>			<u>\$ 19,287</u>
Foothills Boulevard Extension Special Assessment District				
Cash and investments in City Treasury	\$ 1,376			\$ 1,376
Taxes receivable	6,531		\$ (383)	6,914
Total Assets	<u>\$ 7,907</u>		<u>\$ (383)</u>	<u>\$ 8,290</u>
Due to bondholders	<u>\$ 7,907</u>		<u>\$ (383)</u>	<u>\$ 8,290</u>
Campus Oaks Community Facilities District #1				
Cash and investments in City Treasury		\$ 334		\$ 334
Restricted cash and investments with fiscal agents		3,309,580		3,309,580
Accrued Interest receivable		39		39
Total Assets		<u>\$ 3,309,953</u>		<u>\$ 3,309,953</u>
Due to bondholders		<u>\$ 3,309,953</u>		<u>\$ 3,309,953</u>
Fiddymment Overlay #5				
Cash and investments in City Treasury		\$ 1,418		\$ 1,418
Accrued Interest receivable		10		10
Total Assets		<u>\$ 1,428</u>		<u>\$ 1,428</u>
Due to bondholders		<u>\$ 1,428</u>		<u>\$ 1,428</u>
Northeast Roseville Community Facilities District #1				
Cash and investments in City Treasury	\$ 21,074	\$ 20	\$ 20	\$ 21,074
Taxes receivable	245	266	245	266
Total Assets	<u>\$ 21,319</u>	<u>\$ 286</u>	<u>\$ 265</u>	<u>\$ 21,340</u>
Due to bondholders	<u>\$ 21,319</u>	<u>\$ 21,340</u>	<u>\$ 21,319</u>	<u>\$ 21,340</u>

(Continued)

CITY OF ROSEVILLE, CALIFORNIA
AGENCY FUNDS
STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2016

	Balance June 30, 2015	Additions	Reductions	Balance June 30, 2016
Northwest Roseville Community Facilities District #1				
Cash and investments in City Treasury	\$ 2,249,432	\$ 1,980,572	\$ 1,973,365	\$ 2,256,639
Restricted cash and investments with fiscal agents	1,578,385	31,414		1,609,799
Taxes receivable	287,402	326,285	287,402	326,285
Accrued interest receivable	7,088	2,584	7,088	2,584
Total Assets	<u>\$ 4,122,307</u>	<u>\$ 2,340,855</u>	<u>\$ 2,267,855</u>	<u>\$ 4,195,307</u>
Accounts payable	\$ 100		\$ 100	
Due to bondholders	<u>4,122,207</u>	<u>\$ 2,340,855</u>	<u>2,267,755</u>	<u>\$ 4,195,307</u>
Total Liabilities	<u>\$ 4,122,307</u>	<u>\$ 2,340,855</u>	<u>\$ 2,267,855</u>	<u>\$ 4,195,307</u>
Stoneridge East Community Facilities District #1				
Cash and investments in City Treasury	\$ 974,515	\$ 1,229,676	\$ 1,219,425	\$ 984,766
Restricted cash and investments with fiscal agents	1,180,088	16,545		1,196,633
Taxes receivable	13,776	18,309	13,776	18,309
Accrued interest receivable	3,671	1,131	3,671	1,131
Total Assets	<u>\$ 2,172,050</u>	<u>\$ 1,265,661</u>	<u>\$ 1,236,872</u>	<u>\$ 2,200,839</u>
Accounts payable				
Due to bondholders	<u>\$ 2,172,050</u>	<u>\$ 1,265,661</u>	<u>\$ 1,236,872</u>	<u>\$ 2,200,839</u>
Total Liabilities	<u>\$ 2,172,050</u>	<u>\$ 1,265,661</u>	<u>\$ 1,236,872</u>	<u>\$ 2,200,839</u>
Northeast Roseville Community Facilities District #2				
Cash and investments in City Treasury	\$ 864,641	\$ 822,892	\$ 842,770	\$ 844,763
Restricted cash and investments with fiscal agents	647,728	6,602		654,330
Taxes receivable	1,505	12,524	1,505	12,524
Accrued interest receivable	977	1,005	977	1,005
Total Assets	<u>\$ 1,514,851</u>	<u>\$ 843,023</u>	<u>\$ 845,252</u>	<u>\$ 1,512,622</u>
Accounts payable				
Due to bondholders	<u>\$ 1,514,851</u>	<u>\$ 843,023</u>	<u>\$ 845,252</u>	<u>\$ 1,512,622</u>
Total Liabilities	<u>\$ 1,514,851</u>	<u>\$ 843,023</u>	<u>\$ 845,252</u>	<u>\$ 1,512,622</u>
North Central Roseville Community Facilities District #1				
Cash and investments in City Treasury	\$ 3,655,959	\$ 3,976,800	\$ 3,880,307	\$ 3,752,452
Restricted cash and investments with fiscal agents	2,322,617	30,587		2,353,204
Taxes receivable	57,583	50,113	57,583	50,113
Accrued interest receivable	8,945	3,804	8,945	3,804
Total Assets	<u>\$ 6,045,104</u>	<u>\$ 4,061,304</u>	<u>\$ 3,946,835</u>	<u>\$ 6,159,573</u>
Accounts payable		\$ 30,964		30,964
Due to bondholders	<u>6,045,104</u>	<u>\$ 4,030,340</u>	<u>3,946,835</u>	<u>\$ 6,128,609</u>
Total Liabilities	<u>\$ 6,045,104</u>	<u>\$ 4,061,304</u>	<u>\$ 3,946,835</u>	<u>\$ 6,159,573</u>

(Continued)

CITY OF ROSEVILLE, CALIFORNIA
AGENCY FUNDS
STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2016

	Balance June 30, 2015	Additions	Reductions	Balance June 30, 2016
North Roseville Community Facilities District #1				
Cash and investments in City Treasury	\$ 1,637,240	\$ 380,848	\$ 445,706	\$ 1,572,382
Restricted cash and investments with fiscal agents	1,754,391		1,388,482	365,909
Taxes receivable	24,894	26,594	24,894	26,594
Accrued interest receivable	1,911	1,476	1,911	1,476
Total Assets	<u>\$ 3,418,436</u>	<u>\$ 408,918</u>	<u>\$ 1,860,993</u>	<u>\$ 1,966,361</u>
Accounts payable				
Due to bondholders	<u>\$ 3,418,436</u>	<u>\$ 408,918</u>	<u>\$ 1,860,993</u>	<u>\$ 1,966,361</u>
Total Liabilities	<u>\$ 3,418,436</u>	<u>\$ 408,918</u>	<u>\$ 1,860,993</u>	<u>\$ 1,966,361</u>
Woodcreek West Community Facilities District #1				
Cash and investments in City Treasury	\$ 1,163,753	\$ 1,389,776	\$ 1,424,414	\$ 1,129,115
Restricted cash and investments with fiscal agents	1,410,552	(1,119,309)		291,243
Taxes receivable	23,717	14,577	23,717	14,577
Accrued interest receivable	1,259	1,037	1,259	1,037
Total Assets	<u>\$ 2,599,281</u>	<u>\$ 286,081</u>	<u>\$ 1,449,390</u>	<u>\$ 1,435,972</u>
Accrued Liabilities	\$ 4,871	\$ 4,871	\$ 4,871	\$ 4,871
Due to bondholders	<u>2,594,410</u>	<u>281,210</u>	<u>1,444,519</u>	<u>1,431,101</u>
Total Liabilities	<u>\$ 2,599,281</u>	<u>\$ 286,081</u>	<u>\$ 1,449,390</u>	<u>\$ 1,435,972</u>
Highland Reserve North Community Facilities District #1				
Cash and investments in City Treasury	\$ 2,254,490	\$ 2,641,467	\$ 2,611,201	\$ 2,284,756
Restricted cash and investments with fiscal agents	2,556,805	30,042		2,586,847
Taxes receivable	12,366	35,984	12,366	35,984
Accrued interest receivable	6,360	2,539	6,360	2,539
Total Assets	<u>\$ 4,830,021</u>	<u>\$ 2,710,032</u>	<u>\$ 2,629,927</u>	<u>\$ 4,910,126</u>
Accounts payable		\$ 583		583
Due to bondholders	<u>\$ 4,830,021</u>	<u>\$ 2,709,449</u>	<u>\$ 2,629,927</u>	<u>\$ 4,909,543</u>
Total Liabilities	<u>4,830,021</u>	<u>2,710,032</u>	<u>2,629,927</u>	<u>4,910,126</u>
Stoneridge Parcel 1 Community Facilities District #1				
Cash and investments in City Treasury	\$ 132,590	\$ 156,871	\$ 154,542	\$ 134,919
Restricted cash and investments with fiscal agents	138,216	527		138,743
Taxes receivable	1,338	1,358	1,338	1,358
Accrued interest receivable	161	170	161	170
Total Assets	<u>\$ 272,305</u>	<u>\$ 158,926</u>	<u>\$ 156,041</u>	<u>\$ 275,190</u>
Due to bondholders	<u>\$ 272,305</u>	<u>\$ 158,926</u>	<u>\$ 156,041</u>	<u>\$ 275,190</u>

(Continued)

CITY OF ROSEVILLE, CALIFORNIA
AGENCY FUNDS
STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2016

	Balance June 30, 2015	Additions	Reductions	Balance June 30, 2016
Woodcreek East Community Facilities District #1				
Cash and investments in City Treasury	\$ 446,314	\$ 492,288	\$ 495,312	\$ 443,290
Restricted cash and investments with fiscal agents	487,053	1,961		489,014
Taxes receivable	11,887	10,573	11,887	10,573
Accrued interest receivable	547	541	547	541
Total Assets	<u>\$ 945,801</u>	<u>\$ 505,363</u>	<u>\$ 507,746</u>	<u>\$ 943,418</u>
Due to bondholders	<u>\$ 945,801</u>	<u>\$ 505,363</u>	<u>\$ 507,746</u>	<u>\$ 943,418</u>
Stoneridge West Community Facilities District #1				
Cash and investments in City Treasury	\$ 1,279,175	\$ 486,457	\$ 669,046	\$ 1,096,586
Restricted cash and investments with fiscal agents	923,260	16,802		940,062
Taxes receivable	271,497	289,856	271,497	289,856
Accrued interest receivable	4,460	1,927	4,460	1,927
Total Assets	<u>\$ 2,478,392</u>	<u>\$ 795,042</u>	<u>\$ 945,003</u>	<u>\$ 2,328,431</u>
Accounts payable				
Due to bondholders	<u>\$ 2,478,392</u>	<u>\$ 795,042</u>	<u>\$ 945,003</u>	<u>\$ 2,328,431</u>
Total Liabilities	<u>\$ 2,478,392</u>	<u>\$ 795,042</u>	<u>\$ 945,003</u>	<u>\$ 2,328,431</u>
Crocker Ranch Community Facilities District #1				
Cash and investments in City Treasury	\$ 1,149,710	\$ 1,469,349	\$ 1,467,934	\$ 1,151,125
Restricted cash and investments with fiscal agents	1,394,701	21,044		1,415,745
Taxes receivable	29,021	23,584	29,021	23,584
Accrued interest receivable	4,623	1,359	4,623	1,359
Total Assets	<u>\$ 2,578,055</u>	<u>\$ 1,515,336</u>	<u>\$ 1,501,578</u>	<u>\$ 2,591,813</u>
Accounts payable				
Due to bondholders	<u>\$ 2,578,055</u>	<u>\$ 1,515,336</u>	<u>\$ 1,501,578</u>	<u>\$ 2,591,813</u>
Total Liabilities	<u>\$ 2,578,055</u>	<u>\$ 1,515,336</u>	<u>\$ 1,501,578</u>	<u>\$ 2,591,813</u>
Stone Point Community Facilities District #1				
Cash and investments in City Treasury	\$ 630,425	\$ 790,728	\$ 789,390	\$ 631,763
Restricted cash and investments with fiscal agents	747,159		(201)	747,360
Taxes receivable		904		904
Accrued interest receivable	865	733	865	733
Total Assets	<u>\$ 1,378,449</u>	<u>\$ 792,365</u>	<u>\$ 790,054</u>	<u>\$ 1,380,760</u>
Accounts payable				
Due to bondholders	<u>\$ 1,378,449</u>	<u>\$ 792,365</u>	<u>\$ 790,054</u>	<u>\$ 1,380,760</u>
Total Liabilities	<u>\$ 1,378,449</u>	<u>\$ 792,365</u>	<u>\$ 790,054</u>	<u>\$ 1,380,760</u>

(Continued)

CITY OF ROSEVILLE, CALIFORNIA
AGENCY FUNDS
STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2016

	Balance June 30, 2015	Additions	Reductions	Balance June 30, 2016
Stone Point Community Facilities District #5				
Cash and investments in City Treasury	\$ 352,332	\$ 307,094	\$ 359,770	\$ 299,656
Restricted cash and investments with fiscal agents	494,876	139		495,015
Taxes receivable		1,536		1,536
Accrued interest receivable	548	485	548	485
Total Assets	<u>\$ 847,756</u>	<u>\$ 309,254</u>	<u>\$ 360,318</u>	<u>\$ 796,692</u>
Due to bondholders	<u>\$ 847,756</u>	<u>\$ 309,254</u>	<u>\$ 360,318</u>	<u>\$ 796,692</u>
Westpark Community Facilities District #1				
Cash and investments in City Treasury	\$ 3,738,041	\$ 6,293,332	\$ 7,850,852	\$ 2,180,521
Restricted cash and investments with fiscal agents	5,500,487		(130,362)	5,630,849
Taxes receivable	18,846	40,994	18,846	40,994
Accrued interest receivable	4,791	4,043	4,791	4,043
Total Assets	<u>\$ 9,262,165</u>	<u>\$ 6,338,369</u>	<u>\$ 7,744,127</u>	<u>\$ 7,856,407</u>
Due to bondholders	<u>9,262,165</u>	<u>\$ 6,338,369</u>	<u>7,744,127</u>	<u>\$ 7,856,407</u>
Total Liabilities	<u>\$ 9,262,165</u>	<u>\$ 6,338,369</u>	<u>\$ 7,744,127</u>	<u>\$ 7,856,407</u>
Fiddymment Ranch Community Facilities District #1				
Cash and investments in City Treasury	\$ 3,442,623	\$ 4,531,521	\$ 4,368,829	\$ 3,605,315
Restricted cash and investments with fiscal agents	6,128,386	2,962,067		9,090,453
Taxes receivable	8,127	20,356	8,127	20,356
Accrued interest receivable	1,194,064	4,270	1,194,064	4,270
Total Assets	<u>\$ 10,773,200</u>	<u>\$ 7,518,214</u>	<u>\$ 5,571,020</u>	<u>\$ 12,720,394</u>
Accounts payable		\$ 2,911,274		2,911,274
Due to bondholders	<u>\$ 10,773,200</u>	<u>\$ 4,606,940</u>	<u>\$ 5,571,020</u>	<u>\$ 9,809,120</u>
Total Liabilities	<u>\$ 10,773,200</u>	<u>\$ 7,518,214</u>	<u>\$ 5,571,020</u>	<u>\$ 12,720,394</u>
Longmeadow Community Facilities District #1				
Cash and investments in City Treasury	\$ 488,744	\$ 620,560	\$ 614,830	\$ 494,474
Restricted cash and investments with fiscal agents	575,032	2,521		577,553
Taxes receivable	4,959	1,296	4,959	1,296
Accrued interest receivable	564	580	564	580
Total Assets	<u>\$ 1,069,299</u>	<u>\$ 624,957</u>	<u>\$ 620,353</u>	<u>\$ 1,073,903</u>
Due to bondholders	<u>\$ 1,069,299</u>	<u>\$ 624,957</u>	<u>\$ 620,353</u>	<u>\$ 1,073,903</u>

(Continued)

CITY OF ROSEVILLE, CALIFORNIA
AGENCY FUNDS
STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2016

	Balance June 30, 2015	Additions	Reductions	Balance June 30, 2016
Diamond Creek Community Facilities District #1				
Cash and investments in City Treasury	\$ 298,833		\$ 27,744	\$ 271,089
Restricted cash and investments with fiscal agents	652,739	\$ 4,909		657,648
Taxes receivable	818	1,885	818	1,885
Accrued interest receivable	300	342	300	342
Total Assets	<u>\$ 952,690</u>	<u>\$ 7,136</u>	<u>\$ 28,862</u>	<u>\$ 930,964</u>
Due to bondholders	<u>\$ 952,690</u>	<u>\$ 7,136</u>	<u>\$ 28,862</u>	<u>\$ 930,964</u>
Fountains Community Facilities District #1				
Cash and investments in City Treasury	\$ 461,478	\$ 806,585	\$ 781,706	\$ 486,357
Restricted cash and investments with fiscal agents	1,123,777	14,403		1,138,180
Taxes receivable				
Accrued interest receivable	4,046	503	4,046	503
Total Assets	<u>\$ 1,589,301</u>	<u>\$ 821,491</u>	<u>\$ 785,752</u>	<u>\$ 1,625,040</u>
Accounts payable				
Due to bondholders	<u>\$ 1,589,301</u>	<u>\$ 821,491</u>	<u>\$ 785,752</u>	<u>\$ 1,625,040</u>
Total Liabilities	<u>\$ 1,589,301</u>	<u>\$ 821,491</u>	<u>\$ 785,752</u>	<u>\$ 1,625,040</u>
Automall Community Facilities District #1				
Cash and investments in City Treasury	\$ 598,299	\$ 522,351	\$ 554,074	\$ 566,576
Accrued interest receivable	580	672	580	672
Total Assets	<u>\$ 598,879</u>	<u>\$ 523,023</u>	<u>\$ 554,654</u>	<u>\$ 567,248</u>
Due to bondholders	<u>\$ 598,879</u>	<u>\$ 523,023</u>	<u>\$ 554,654</u>	<u>\$ 567,248</u>
Payroll Revolving				
Cash and investments in City Treasury	<u>\$ 1,078,551</u>	<u>\$ 50,389</u>		<u>\$ 1,128,940</u>
Accounts payable	<u>1,078,551</u>	<u>1,128,940</u>	<u>\$ 1,078,551</u>	<u>1,128,940</u>
Westbrook Community Facilities District #1				
Cash and investments in City Treasury	\$ 32,462	\$ 832,195	\$ 400,346	\$ 464,311
Restricted cash and investments with fiscal agents	1,602,584		326,413	1,276,171
Accrued interest receivable	16	241	16	241
Total Assets	<u>\$ 1,635,062</u>	<u>\$ 832,436</u>	<u>\$ 726,775</u>	<u>\$ 1,740,723</u>
Due to bondholders	<u>\$ 1,635,062</u>	<u>\$ 832,436</u>	<u>\$ 726,775</u>	<u>\$ 1,740,723</u>

(Continued)

CITY OF ROSEVILLE, CALIFORNIA
AGENCY FUNDS
STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2016

	Balance June 30, 2015	Additions	Reductions	Balance June 30, 2016
Highway 65 JPA				
Cash and investments in City Treasury	\$ 1,754,401	\$ 992,058	\$ 169,567	\$ 2,576,892
Accrued interest receivable	2,725	4,680	2,725	4,680
Accounts receivable	4,895	487	4,895	487
Due from other government agencies	109,699	293,448	109,699	293,448
Total Assets	<u>\$ 1,871,720</u>	<u>\$ 1,290,673</u>	<u>\$ 286,886</u>	<u>\$ 2,875,507</u>
Accounts payable	\$ 37,484	\$ 24,437	\$ 37,484	\$ 24,437
Due to member agencies	1,834,236	1,266,236	249,402	2,851,070
Total Liabilities	<u>\$ 1,871,720</u>	<u>\$ 1,290,673</u>	<u>\$ 286,886</u>	<u>\$ 2,875,507</u>
Dry Creek Drainage Basin				
Cash and investments in City Treasury	\$ 67,552		20,292	\$ 47,260
Accrued interest receivable	91	\$ 78	\$ 91	78
Total Assets	<u>\$ 67,643</u>	<u>\$ 78</u>	<u>\$ 20,383</u>	<u>\$ 47,338</u>
Accounts payable	\$ 67,577	\$ 47,130	\$ 67,577	\$ 47,130
Due to others	66	208	66	208
Total Liabilities	<u>\$ 67,643</u>	<u>\$ 47,338</u>	<u>\$ 67,643</u>	<u>\$ 47,338</u>
County Capital Facilities Fee				
Cash and investments in City Treasury	\$ 737,083	\$ 595,322	\$ 736,701	\$ 595,704
Accrued interest receivable	835	727	835	727
Total Assets	<u>\$ 737,918</u>	<u>\$ 596,049</u>	<u>\$ 737,536</u>	<u>\$ 596,431</u>
Accounts payable	\$ 737,536	\$ 595,535	\$ 737,536	\$ 595,535
Due to others	382	514		896
Total Liabilities	<u>\$ 737,918</u>	<u>\$ 596,049</u>	<u>\$ 737,536</u>	<u>\$ 596,431</u>
South Placer Wastewater Authority				
Cash and investments in City Treasury	\$ 103,297,373	\$ 11,896,263	\$ 7,432,047	\$ 107,761,589
Restricted cash and investments with fiscal agents	8,114,911		(138,803)	8,253,714
Accounts receivable	1,608,964	1,595,200	1,608,964	1,595,200
Accrued interest receivable	224,488	252,760	224,488	252,760
Due from other government agencies	1,569,953	1,697,894	1,569,953	1,697,894
Total Assets	<u>\$ 114,815,689</u>	<u>\$ 15,442,117</u>	<u>\$ 10,696,649</u>	<u>\$ 119,561,157</u>
Accounts payable	\$ 210,065	\$ 240,190	\$ 210,065	\$ 240,190
Accrued liabilities	499,986	471,711	499,986	471,711
Due to member agencies	114,105,638	14,730,216	9,986,598	118,849,256
Total Liabilities	<u>\$ 114,815,689</u>	<u>\$ 15,442,117</u>	<u>\$ 10,696,649</u>	<u>\$ 119,561,157</u>

(Continued)

CITY OF ROSEVILLE, CALIFORNIA
AGENCY FUNDS
STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2016

	Balance June 30, 2015	Additions	Reductions	Balance June 30, 2016
Special Sewer Benefit Area #3				
Cash and investments in City Treasury	\$ 2,924		\$ 2,862	\$ 62
Accrued interest receivable	50	\$ 1	50	1
Permit fees receivable	1,750	1,751	1,750	1,751
Total Assets	<u>\$ 4,724</u>	<u>\$ 1,752</u>	<u>\$ 4,662</u>	<u>\$ 1,814</u>
Accounts payable				
Due to others	4,724	\$ 1,814	4,724	\$ 1,814
Total Liabilities	<u>\$ 4,724</u>	<u>\$ 1,814</u>	<u>\$ 4,724</u>	<u>\$ 1,814</u>
Special Sewer Benefit Area #4				
Cash and investments in City Treasury	\$ 184,776	\$ 1,989		\$ 186,765
Accrued interest receivable	341	412	\$ 341	412
Total Assets	<u>\$ 185,117</u>	<u>\$ 2,401</u>	<u>\$ 341</u>	<u>\$ 187,177</u>
Due to others	<u>\$ 185,117</u>	<u>\$ 2,401</u>	<u>341</u>	<u>\$ 187,177</u>
South Placer County Tourism Business Improvement District (SPCTBID)				
Cash and investments in City Treasury	\$ 26,983	\$ 1,831,630	\$ 1,837,522	\$ 21,091
Accounts Receivable	662,582	688,539	662,582	688,539
Accrued interest receivable	220	325	220	325
Total Assets	<u>\$ 689,785</u>	<u>\$ 2,520,494</u>	<u>\$ 2,500,324</u>	<u>\$ 709,955</u>
Accounts payable	\$ 644,907		\$ 644,907	
Due to others	44,878	709,955	44,878	709,955
Total Liabilities	<u>\$ 689,785</u>	<u>\$ 709,955</u>	<u>\$ 689,785</u>	<u>\$ 709,955</u>
South Placer County Safe Kids Coalition				
Cash and investments in City Treasury	\$ 6,442	\$ 1,329	\$ 3,502	\$ 4,269
Accrued interest receivable	14	11	14	11
Total Assets	<u>\$ 6,456</u>	<u>\$ 1,340</u>	<u>\$ 3,516</u>	<u>\$ 4,280</u>
Accounts payable				
Due to others	6,456	\$ 1,340	3,516	\$ 4,280
Total Liabilities	<u>\$ 6,456</u>	<u>\$ 1,340</u>	<u>\$ 3,516</u>	<u>\$ 4,280</u>

(Continued)

CITY OF ROSEVILLE, CALIFORNIA
AGENCY FUNDS
STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2016

	Balance June 30, 2015	Additions	Reductions	Balance June 30, 2016
South Placer Regional Traffic Fee				
Cash and investments in City Treasury	\$ 541,059	\$ 679,939	\$ 541,059	\$ 679,939
Accounts Receivable		98,150		98,150
Accrued interest receivable	450	516	450	516
Total Assets	<u>\$ 541,509</u>	<u>\$ 778,605</u>	<u>\$ 541,509</u>	<u>\$ 778,605</u>
Accounts payable	\$ 541,302	\$ 679,819	\$ 541,302	\$ 679,819
Due to others	207	98,786	207	98,786
Total Liabilities	<u>\$ 541,509</u>	<u>\$ 778,605</u>	<u>\$ 541,509</u>	<u>\$ 778,605</u>
Placer County TMF				
Cash and investments in City Treasury		\$ 20,950		\$ 20,950
Total Assets		<u>\$ 20,950</u>		<u>\$ 20,950</u>
Due to others		20,950		20,950
Total Liabilities		<u>\$ 20,950</u>		<u>\$ 20,950</u>
City/County TMF				
Cash and investments in City Treasury	\$ 337,948	\$ (91)	\$ 337,857	
Accrued interest receivable	200		200	
Total Assets	<u>\$ 338,148</u>	<u>\$ (91)</u>	<u>\$ 338,057</u>	
Accounts payable	\$ 338,057		\$ 338,057	
Due to others	91	\$ (91)		
Total Liabilities	<u>\$ 338,148</u>	<u>\$ (91)</u>	<u>\$ 338,057</u>	
Placer County Air Pollution Control				
Cash and investments in City Treasury	\$ 40,169	\$ (3,426)		\$ 36,743
Permit fees receivable				
Total Assets	<u>\$ 40,169</u>	<u>\$ (3,426)</u>		<u>\$ 36,743</u>
Due to others	<u>\$ 40,169</u>	<u>\$ (3,426)</u>		<u>\$ 36,743</u>
Sierra College Boulevard				
Cash and investments in City Treasury	\$ 23,025		\$ 2,625	\$ 20,400
Accounts receivable				
Total Assets	<u>\$ 23,025</u>		<u>\$ 2,625</u>	<u>\$ 20,400</u>
Due to others	<u>\$ 23,025</u>		<u>\$ 2,625</u>	<u>\$ 20,400</u>

(Continued)

CITY OF ROSEVILLE, CALIFORNIA
AGENCY FUNDS
STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2016

	Balance June 30, 2015	Additions	Reductions	Balance June 30, 2016
Other				
Cash and investments in City Treasury	\$ 13,122			\$ 13,122
Due to other governmental agencies	\$ 13,122			\$ 13,122
WRSP Reimbursements				
Cash and investments in City Treasury		\$ 10,617		\$ 10,617
Accrued interest receivable		221		221
Total Assets		10,838		10,838
Due to other governmental agencies		\$ 10,838		\$ 10,838
Sierra Vista Reimbursements				
Cash and investments in City Treasury		\$ 169,410		\$ 169,410
Accrued interest receivable		368		368
Total Assets		169,778		169,778
Due to other governmental agencies		\$ 169,778		\$ 169,778
DOWNTOWN RSVL PROP-BUS IMP				
Cash and investments in City Treasury	\$ 58,153	\$ 239,791	\$ 305,211	\$ (7,267)
Accounts payable	58,153	(7,267)	58,153	(7,267)
Total Agency Funds				
Cash and investments in City Treasury	\$ 134,065,745	\$ 46,219,372	\$ 42,320,896	\$ 137,964,221
Restricted cash and investments with fiscal agents	39,333,747	5,329,834	1,445,529	43,218,052
Accounts receivable	2,276,441	2,382,376	2,276,441	2,382,376
Taxes receivable	775,338	877,888	768,424	884,802
Accrued interest receivable	1,475,190	289,590	1,475,191	289,589
Permit fees receivable	1,750	1,751	1,750	1,751
Due from other government agencies	1,679,652	1,991,342	1,679,652	1,991,342
Total Assets	\$ 179,607,863	\$ 57,092,153	\$ 49,967,883	\$ 186,732,133
Accounts payable	\$ 3,713,731	\$ 5,651,605	\$ 3,713,732	\$ 5,651,604
Accrued liabilities	504,857	476,582	504,857	476,582
Due to other governmental agencies	13,122	180,616		193,738
Due to member agencies	115,939,874	15,996,452	10,236,000	121,700,326
Due to bondholders	59,131,163	33,047,100	34,549,589	57,628,674
Due to others	305,115	832,451	56,357	1,081,209
Total Liabilities	\$ 179,607,862	\$ 56,184,806	\$ 49,060,535	\$ 186,732,133

STATISTICAL SECTION

This part of the City's Comprehensive Annual Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health. In contrast to the financial section, the statistical section information is not subject to independent audit.

Financial Trends

These schedules contain trend information to help the reader understand how the City's financial performance and wellbeing have changed over time:

1. Net Position by Component
2. Changes in Net Position
3. Fund Balances of Governmental Funds
4. Changes in Fund Balance of Governmental Funds

Revenue Capacity

These schedules contain information to help the reader assess the City's most significant local revenue sources, the property tax and electric revenue:

1. Sales Tax Revenue
2. Assessed Value and Estimated Value of Taxable Property
3. Property Tax Rates, All Direct and Overlapping Governments
4. Principal Property Tax Payers
5. Property Tax Levies and Collections
6. Electric Customers and Revenues
7. Residential Energy Prices
8. Business Energy Prices

Debt Capacity

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future:

1. Ratio of Outstanding Debt by Type
2. Revenue Bond Coverage – 2013 Refunding Variable Rate Wastewater Revenue Bonds
3. Revenue Bond Coverage – 2011 Refunding Fixed Rate Wastewater Revenue Bonds – Series C
4. Revenue Bond Coverage – 2014 Wastewater Revenue Refunding Bonds
5. Bonded Debt Pledged Revenue Coverage – 2014 Redevelopment Tax Allocation Bonds
6. Bonded Debt Pledged Revenue Coverage – 2006A Redevelopment Tax Allocation Bonds
7. Bonded Debt Pledged Revenue Coverage – 2006AT Redevelopment Tax Allocation Bonds
8. Bonded Debt Pledged Revenue Coverage – 2006HT Redevelopment Tax Allocation Bonds
9. Computation of Direct and Overlapping Debt
10. Computation of Legal Bonded Debt Margin

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place:

1. Demographic and Economic Statistics
2. Principal Employers

STATISTICAL SECTION (Continued)

Operating Information

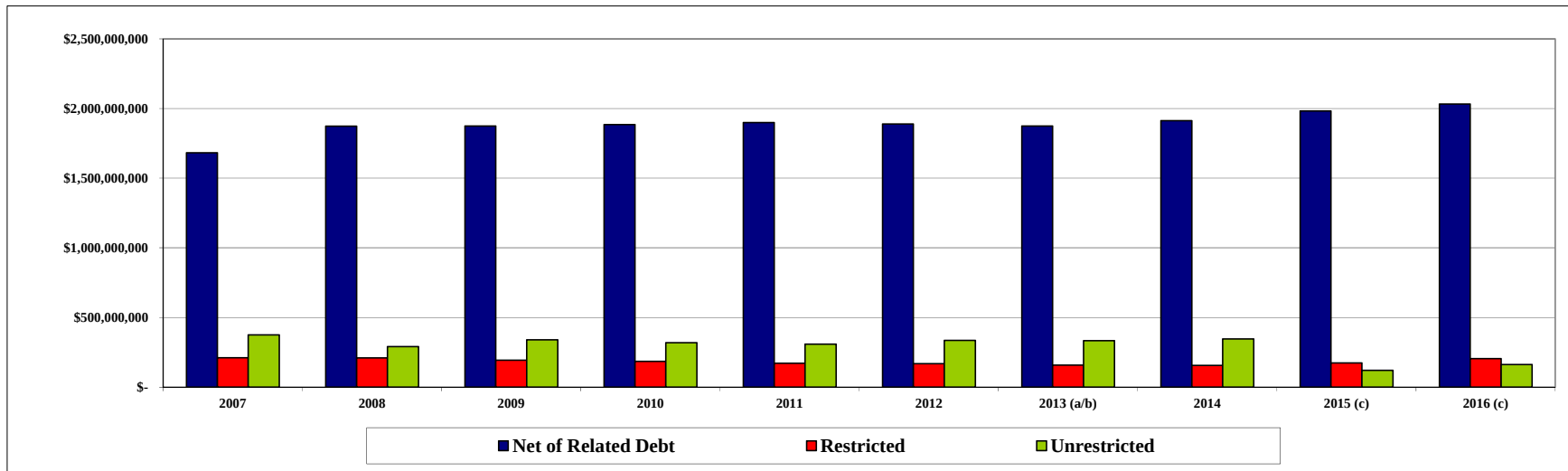
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs:

1. Full-Time Equivalent City Government Employees by Function
2. Operating Indicators by Function/Program
3. Capital Asset Statistics by Function/Program

Sources

Unless otherwise noted, the information in these schedules is derived from the Comprehensive Annual Financial Reports for the relevant year.

**CITY OF ROSEVILLE
NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
(accrual basis of accounting)**



	Fiscal Year Ended June 30,									
	2007	2008	2009	2010	2011	2012	2013 (a/b)	2014	2015 (c)	2016 (c)
Governmental activities										
Net investment in capital assets	\$742,822,158	\$775,922,473	\$809,874,186	\$821,029,885	\$827,793,866	\$834,840,748	\$837,323,692	\$828,800,273	\$844,036,089	\$874,967,712
Restricted	177,189,997	165,833,165	149,364,179	141,943,254	144,584,184	140,299,702	131,372,528	123,592,373	139,686,598	171,581,599
Unrestricted	107,064,085	131,434,721	114,855,293	100,170,093	84,860,426	94,429,280	90,617,991	75,908,251	(94,115,158)	(93,575,847)
Total governmental activities net position	<u>\$1,027,076,240</u>	<u>\$1,073,190,359</u>	<u>\$1,074,093,658</u>	<u>\$1,063,143,232</u>	<u>\$1,057,238,476</u>	<u>\$1,069,569,730</u>	<u>\$1,059,314,211</u>	<u>\$1,028,300,897</u>	<u>\$889,607,529</u>	<u>\$952,973,464</u>
Business-type activities										
Net investment in capital assets	\$938,933,934	\$1,096,922,321	\$1,063,872,692	\$1,063,903,341	\$1,070,888,251	\$1,053,701,396	\$1,036,619,532	\$1,084,782,351	1,137,488,311	1,156,762,308
Restricted	34,553,611	44,622,022	43,873,415	43,565,544	26,825,766	28,837,472	27,217,358	31,557,118	33,974,831	33,300,330
Unrestricted	268,413,147	159,481,947	225,358,784	219,151,174	224,337,296	241,020,358	243,176,781	270,348,547	214,253,723	255,100,345
Total business-type activities net position	<u>\$1,241,900,692</u>	<u>\$1,301,026,290</u>	<u>\$1,333,104,891</u>	<u>\$1,326,620,059</u>	<u>\$1,322,051,313</u>	<u>\$1,323,559,226</u>	<u>\$1,307,013,671</u>	<u>\$1,386,688,016</u>	<u>\$1,385,716,865</u>	<u>\$1,445,162,983</u>
Primary government										
Net investment in capital assets	\$1,681,756,092	\$1,872,844,794	\$1,873,746,878	\$1,884,933,226	\$1,898,682,117	\$1,888,542,144	\$1,873,943,224	\$1,913,582,624	\$1,981,524,400	\$2,031,730,020
Restricted	211,743,608	210,455,187	193,237,594	185,508,798	171,409,950	169,137,174	158,589,886	155,149,491	173,661,429	\$204,881,929
Unrestricted	375,477,232	290,916,668	340,214,077	319,321,267	309,197,722	335,449,638	333,794,772	346,256,798	120,138,565	\$161,524,498
Total primary government net position	<u>\$2,268,976,932</u>	<u>\$2,374,216,649</u>	<u>\$2,407,198,549</u>	<u>\$2,389,763,291</u>	<u>\$2,379,289,789</u>	<u>\$2,393,128,956</u>	<u>\$2,366,327,882</u>	<u>\$2,414,988,913</u>	<u>\$2,275,324,394</u>	<u>\$2,398,136,447</u>

(a) The City implemented the provisions of GASB Statement 63 in fiscal year 2013, which replaced the term "net assets" with the term "net position."

(b) The City restated certain balances in 2014; the statistics prior to 2013 have not been restated.

(c) The City implemented the provisions of GASB Statement 68 and 71 in fiscal year 2015, the statistics prior to 2015 have not been restated.

**CITY OF ROSEVILLE
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(Accrual Basis of Accounting)**

	2007	2008	2009	2010	2011	2012	2013 (a)	2014	2015 (b)	2016 (b)
Expenses										
Governmental Activities:										
General Government	\$30,929,747	\$34,826,790	\$35,306,470	\$31,596,121	\$30,387,717	\$35,564,864	\$36,146,055	\$42,359,074	\$33,259,988	\$24,156,228
Development and Operations	13,171,347	16,004,720	16,399,001	20,004,902	13,441,264	11,625,120	6,070,940	14,194,087	20,677,108	21,661,632
Public Works	42,070,119	33,682,426	35,299,262	33,143,591	30,932,981	32,524,417	42,655,128	26,482,643	17,191,405	12,786,495
Police	27,440,631	33,717,164	36,257,952	34,190,552	31,720,789	31,262,454	33,163,354	34,443,258	33,815,163	34,215,809
Fire	20,572,207	26,372,987	27,405,634	27,543,494	25,191,924	25,282,596	26,611,217	28,183,501	28,710,164	28,336,652
Library	3,552,614	5,506,954	5,184,868	4,692,455	3,933,549	4,631,691	4,537,528	4,634,502	4,728,411	4,675,146
Parks and recreation	17,634,887	20,021,127	20,607,763	18,358,870	17,664,088	20,209,935	22,032,310	13,939,153	21,676,006	21,289,788
Housing assistance payments	3,328,656	3,399,145	3,530,527	3,628,510	3,643,394	4,232,695	4,049,279	3,858,070	4,046,250	4,077,451
Interest on long-term debt	4,920,776	6,858,207	5,847,054	7,131,216	3,181,266	999,436	1,274,294	740,975	543,336	1,170,785
Total Governmental Activities Expenses	<u>\$163,620,984</u>	<u>\$180,389,520</u>	<u>\$185,838,531</u>	<u>\$180,289,711</u>	<u>\$160,096,972</u>	<u>\$166,333,208</u>	<u>\$176,540,105</u>	<u>\$168,835,263</u>	<u>\$164,647,830</u>	<u>\$152,369,986</u>
Business-Type Activities:										
Electric	\$131,224,885	\$155,579,953	\$163,739,748	\$172,512,453	\$148,271,687	\$144,985,608	\$144,141,500	\$144,616,552	\$139,307,833	\$141,831,457
Water	15,855,579	25,826,409	21,842,893	23,025,281	22,335,757	24,311,517	24,569,405	25,300,949	25,123,587	26,723,627
Wastewater	28,948,611	37,098,813	28,512,359	29,169,860	29,516,033	34,587,583	33,820,510	36,129,357	34,558,191	34,569,588
Solid Waste	15,182,395	15,743,209	14,914,734	15,172,092	14,979,891	15,855,280	16,173,643	16,113,470	17,028,218	17,778,385
Natural Gas	5,152,447	15,123,490	27,665,056	27,398,886	27,106,564	26,792,658	26,383,130	25,984,715	25,574,327	25,179,279
Golf Course	2,351,603	2,883,713	3,003,690	2,814,274	2,828,099	2,487,080	2,617,733	2,501,897	2,598,524	2,502,782
Local Transportation	5,410,630	5,872,368	6,221,260	7,084,490	6,609,048	6,727,985	7,909,058	7,482,689	8,918,391	7,985,912
School-age Child Care	4,825,366	5,575,761	4,649,458	4,258,304	4,277,245	4,461,275	4,691,235	4,496,871	3,664,376	5,251,976
Total Business-Type Activities Expenses	<u>208,951,516</u>	<u>263,703,716</u>	<u>270,549,198</u>	<u>281,435,640</u>	<u>255,924,324</u>	<u>260,208,986</u>	<u>260,306,214</u>	<u>262,626,500</u>	<u>256,773,447</u>	<u>261,823,007</u>
Total Primary Government Expenses	<u>\$372,572,500</u>	<u>\$444,093,236</u>	<u>\$456,387,729</u>	<u>\$461,725,351</u>	<u>\$416,021,296</u>	<u>\$426,542,194</u>	<u>\$436,846,319</u>	<u>\$431,461,763</u>	<u>\$421,421,277</u>	<u>\$414,192,993</u>
Program Revenues										
Governmental Activities:										
Charges for Services:										
General Government	\$3,980,445	\$2,658,458	\$3,780,716	\$2,655,834	\$2,914,657	\$2,778,080	\$2,650,873	\$2,519,443	\$4,151,967	\$4,097,453
Development and Operations	3,543,270	3,386,649	1,903,124	2,704,794	2,564,206	1,983,989	1,691,318	7,131,093	9,016,571	8,941,215
Public Works	9,246,666	5,843,426	3,327,869	2,841,931	2,913,603	2,919,180	3,124,557	224,389	207,635	30,618
Police	2,346,493	1,845,245	2,346,230	2,088,346	1,525,433	1,319,271	1,504,357	1,541,641	1,384,407	1,354,837
Fire	1,505,547	1,402,158	1,362,379	1,185,742	1,203,109	1,009,954	821,543	1,326,015	1,525,539	1,704,523
Library	235,231	272,057	230,290	216,064	228,343	339,589	297,467	332,387	137,575	128,689
Parks and recreation	4,167,719	9,986,005	9,728,400	9,843,940	10,057,346	10,242,291	12,574,853	11,391,414	13,361,020	13,093,192
Operating Grants and Contributions	7,246,321	9,514,427	12,465,557	12,354,931	10,943,019	2,984,979	9,609,400	10,996,049	12,420,283	18,730,677
Capital Grants and Contributions	101,768,467	59,279,903	22,813,349	27,053,063	11,716,689	19,862,713	21,787,386	22,489,470	29,838,252	38,641,052
Total Government Activities Program Revenues	<u>134,040,159</u>	<u>94,188,328</u>	<u>57,957,914</u>	<u>60,944,645</u>	<u>44,066,405</u>	<u>43,440,046</u>	<u>54,061,754</u>	<u>57,951,901</u>	<u>72,043,249</u>	<u>86,722,256</u>
Business-Type Activities:										
Charges for Services:										
Electric	130,264,098	143,898,715	155,843,041	163,315,149	163,234,969	160,141,372	159,002,035	162,182,048	168,349,951	167,160,777
Water	14,938,665	16,925,351	17,765,674	17,473,099	17,967,074	19,954,068	22,899,867	23,212,495	23,511,499	22,960,518
Wastewater	22,455,645	24,014,362	27,087,117	24,961,516	30,472,704	28,088,503	27,693,272	30,398,896	31,786,319	34,411,404
Solid Waste	18,575,194	19,562,798	19,951,063	20,082,492	20,682,638	20,903,993	21,437,536	21,806,830	22,002,869	22,403,352
Natural Gas		4,059,943	16,528,513	16,557,517	16,528,513	16,563,722	16,530,605	16,529,666	16,528,513	16,572,034
Golf Course	3,162,637	3,182,357	2,953,223	2,801,963	2,415,583	2,702,741	2,460,509	2,392,702	2,386,188	2,216,692
Local Transportation	739,826	863,606	1,184,861	861,730	949,192	974,344	1,075,864	1,141,354	1,201,224	1,177,935
School-age Child Care	4,845,460	5,193,488	4,779,262	4,358,762	4,296,761	4,047,021	4,475,225	4,780,848	4,273,030	5,475,945
Operating Grants and Contributions	14,328,217	13,630,808	10,139,913	6,327,458	6,174,016	13,729,467	7,175,122	13,286,509	14,272,710	5,878,612
Capital Grants and Contributions	108,453,838	88,497,473	55,050,971	26,604,588	16,234,957	12,323,429	17,501,234	43,539,243	50,670,825	55,809,279
Total Business-Type Activities Program Revenue	<u>317,763,580</u>	<u>319,828,901</u>	<u>311,283,638</u>	<u>283,344,274</u>	<u>278,956,407</u>	<u>279,428,660</u>	<u>280,251,269</u>	<u>319,270,591</u>	<u>334,983,128</u>	<u>334,066,548</u>
Total Primary Government Program Revenues	<u>\$451,803,739</u>	<u>\$414,017,229</u>	<u>\$369,241,552</u>	<u>\$344,288,919</u>	<u>\$323,022,812</u>	<u>\$322,868,706</u>	<u>\$334,313,023</u>	<u>\$377,222,492</u>	<u>\$407,026,377</u>	<u>\$420,788,804</u>
Net (Expense)/Revenue										
Governmental Activities	(\$29,580,825)	(\$86,201,192)	(\$127,880,617)	(\$119,345,066)	(\$116,030,567)	(\$122,893,162)	(\$122,478,351)	(\$110,883,362)	(\$92,604,581)	(\$65,647,730)
Business-Type Activities	108,812,064	56,125,185	40,734,440	1,908,634	23,032,083	19,219,678	19,945,055	56,644,091	78,209,681	72,243,541
Total Primary Government Net Expense	<u>\$79,231,239</u>	<u>(\$30,076,007)</u>	<u>(\$87,146,177)</u>	<u>(\$117,436,432)</u>	<u>(\$92,998,484)</u>	<u>(\$103,673,484)</u>	<u>(\$102,533,296)</u>	<u>(\$54,239,271)</u>	<u>(\$14,394,900)</u>	<u>\$6,595,811</u>

(Continued)

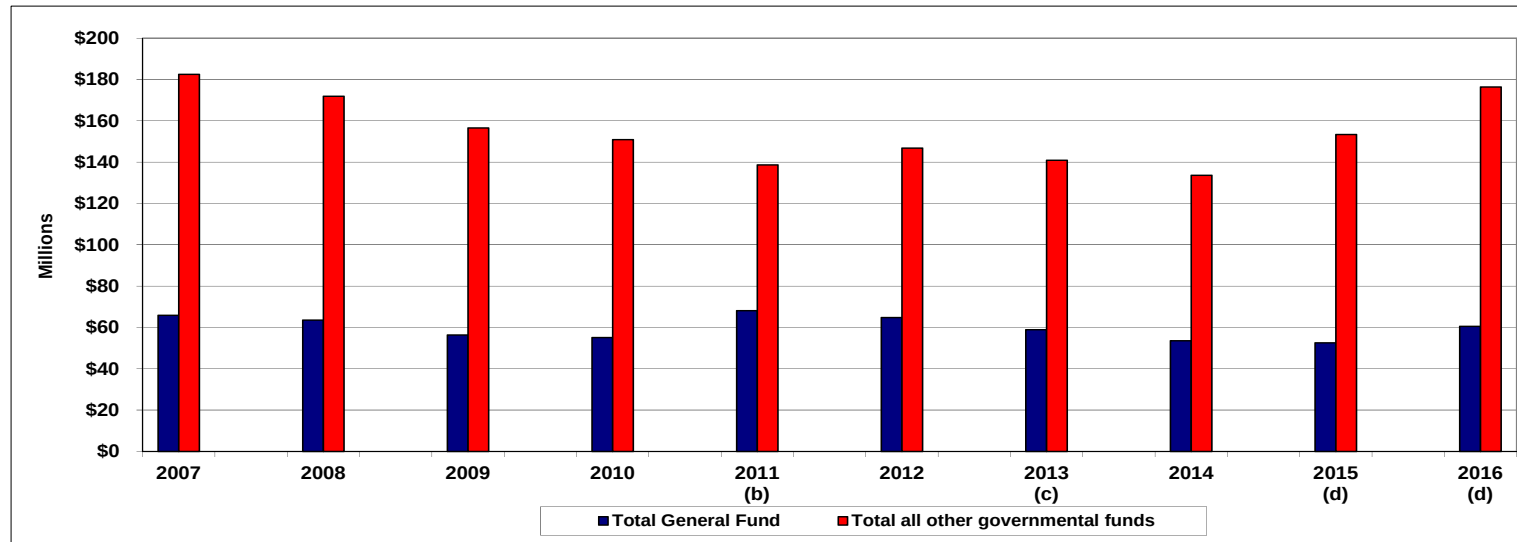
**CITY OF ROSEVILLE
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(Accrual Basis of Accounting)**

	2007	2008	2009	2010	2011	2012	2013 (a)	2014	2015 (b)	2016 (b)
General Revenues and Other Changes in Net Position										
Governmental Activities:										
Taxes:										
Property taxes	\$38,737,491	\$41,066,666	\$39,688,660	\$38,102,029	\$34,721,253	\$31,758,352	\$31,075,967	\$31,930,656	\$34,728,281	\$37,998,872
Sales taxes	44,772,743	40,982,384	36,024,500	32,139,544	37,332,222	38,129,931	43,002,643	46,591,961	48,094,824	52,993,394
Franchise taxes	1,429,155	1,607,214	930,003	1,615,166	1,735,495	1,822,869	1,874,700	2,037,189	2,057,707	2,168,413
Motor fuel taxes	1,999,542	1,985,315	1,855,462	2,909,176						
Motor vehicle in lieu (Intergovernmental- unrestricted)	565,719	471,834	373,495		523,609	122,230				
Other Taxes	3,529,485	3,306,271	2,974,201	2,779,885	2,936,778	6,626,071	6,465,560	7,465,472	7,186,709	7,745,155
Use of money and property	14,208,032	16,918,766	14,048,619	4,737,938	3,645,241	3,243,932	533,505	2,414,976	1,763,604	3,058,420
Miscellaneous revenues	2,926,467	887,173	4,568,055	1,934,366	1,089,608	1,511,125	2,113,638	420,959	414,279	191,255
Transfers	25,223,297	24,622,443	28,320,921	23,844,312	26,144,153	30,374,582	25,212,344	(11,480,648)	27,704,787	24,853,427
Extraordinary item:										
Gain/(Loss) from sales of capital assets								43,992	1,699,847	4,729
Assets transferred to/liabilities assumed by										
Successor Agency						34,223,315		7,107,581		
Cancellation of loans receivable from										
Successor Agency								(5,847,668)		
Restructuring of interest on loans receivable from										
Successor Agency								(814,422)		
Total Government Activities	133,391,931	131,848,066	128,783,916	108,394,640	108,128,359	147,812,407	110,278,357	79,870,048	123,650,038	129,013,665
Business-Type Activities:										
Use of money and property	11,359,783	27,622,856	19,665,082	15,450,846	12,812,162	12,662,821	11,245,022	11,499,354	11,274,851	12,056,004
Miscellaneous revenues							150,119			
Transfers	(25,223,297)	(24,622,443)	(28,320,921)	(23,844,312)	(26,144,153)	(30,374,582)	(25,212,344)	11,480,648	(27,704,787)	(24,853,427)
Gain/(Loss) from sales of capital assets								50,252	(2,028,306)	
Special Item							(22,715,022)			
Total Business-Type Activities	(13,863,514)	3,000,413	(8,655,839)	(8,393,466)	(13,331,991)	(17,711,761)	(36,532,225)	23,030,254	(18,458,242)	(12,797,423)
Total Primary Government	\$119,528,417	\$134,848,479	\$120,128,077	\$100,001,174	\$94,796,368	\$130,100,646	\$73,746,132	\$102,900,302	\$105,191,796	\$116,216,242
Change in Net Position										
Governmental Activities	\$103,811,106	\$45,646,874	\$903,299	(\$10,950,426)	(\$7,902,208)	\$24,919,245	(\$12,199,994)	(\$31,013,314)	\$31,045,457	\$63,365,935
Business-Type Activities	94,948,550	59,125,598	32,078,601	(6,484,832)	9,700,092	1,507,913	(16,587,170)	79,674,345	59,751,439	59,446,118
Total Primary Government	\$198,759,656	\$104,772,472	\$32,981,900	(\$17,435,258)	\$1,797,884	\$26,427,158	(\$28,787,164)	\$48,661,031	\$90,796,896	\$122,812,053

(a) The City implemented the provisions of GASB Statement 63 in fiscal year 2013, which replaced the term "net assets" with the term "net position."

(b) The City implemented the provisions of GASB Statement 68 and 71 in fiscal year 2015, the statistics prior to 2015 have not been restated.

**CITY OF ROSEVILLE
FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(Modified Accrual Basis of Accounting)**



	Fiscal Year Ended June 30,									
	2007	2008	2009	2010	2011 (b)	2012	2013 (c)	2014	2015 (d)	2016 (d)
General Fund										
Reserved	\$13,421,646	\$10,786,244	\$13,472,640	\$13,730,063						
Unreserved	52,376,837	52,774,303	42,850,836	41,375,295						
Nonspendable					\$23,734,548	\$17,036,815	\$24,350,331	\$12,700,881	\$12,547,564	\$12,089,564
Assigned					5,328,824	2,944,900	3,002,686	2,685,359	4,510,098	3,129,479
Unassigned					39,068,183	44,796,255	31,488,665	38,187,768	35,469,686	45,358,414
Total General Fund	<u>\$65,798,483</u>	<u>\$63,560,547</u>	<u>\$56,323,476</u>	<u>\$55,105,358</u>	<u>\$68,131,555</u>	<u>\$64,777,970</u>	<u>\$58,841,682</u>	<u>\$53,574,008</u>	<u>\$52,527,348</u>	<u>\$60,577,457</u>
All Other Governmental Funds										
Reserved	\$71,775,257	\$56,547,018	\$56,058,554	\$51,548,654						
Unreserved, reported in:										
Special Revenue Funds	73,726,293	79,723,403	65,941,856	64,422,284						
Capital Projects	20,128,123	18,146,007	16,456,146	16,542,186						
Permanent Funds	16,833,979	17,495,650	18,066,202	18,353,285						
Nonspendable					\$17,411,864	\$17,503,760	\$17,691,169	\$16,940,290	\$16,964,800	\$16,964,800
Restricted					108,226,582	113,465,925	109,656,487	104,437,932	122,721,798	148,224,236
Committed					2,195,164	2,248,644	2,290,938	2,280,996	2,362,738	794,928
Assigned					14,890,220	14,472,182	12,625,416	11,304,133	11,483,003	10,525,153
Unassigned					(4,081,313)	(925,077)	(1,333,659)	(1,290,629)	(150,757)	(116,035)
Total all other governmental funds	<u>\$182,463,652</u>	<u>\$171,912,078</u>	<u>\$156,522,758</u>	<u>\$150,866,409</u>	<u>\$138,642,517</u>	<u>\$146,765,434</u>	<u>\$140,930,351</u>	<u>\$133,672,722</u>	<u>\$153,381,582</u>	<u>\$176,393,082</u>

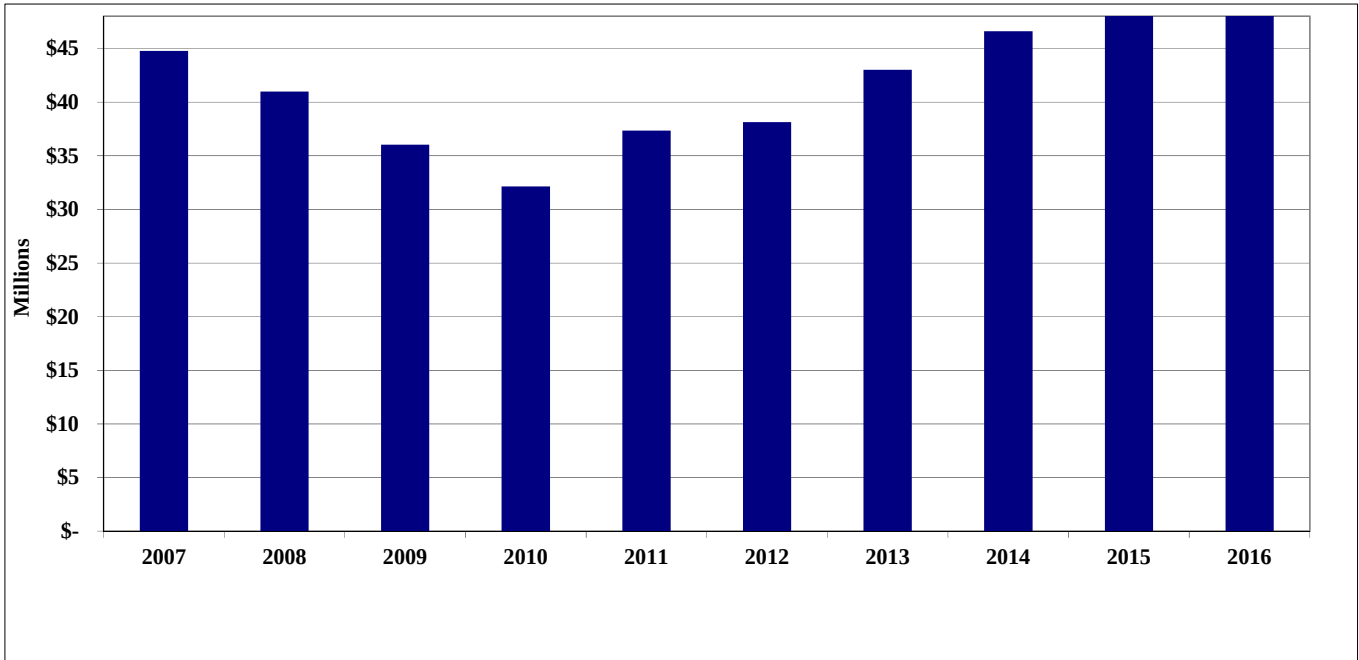
- (a) The change in total fund balance for the General Fund and other governmental funds is explained in Management's Discussion and Analysis.
- (b) The City implemented the provisions of GASB Statement 54 in fiscal year 2011, and years prior to 2011 have not been restated to conform with the new presentation.
- (c) The City restated certain balances in 2014; the statistics prior to 2013 have not been restated.
- (d) The City implemented GASB Statement 68 and 71 in fiscal year 2015, and years prior to 2015 have not been restated to confirm with the new presentation.

CITY OF ROSEVILLE
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(Modified Accrual Basis of Accounting)

	Fiscal year ended June 30									
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Revenues										
Taxes	\$93,500,227	\$93,457,602	\$85,601,833	\$79,623,097	\$82,023,333	\$80,584,812	\$85,621,989	\$90,692,294	\$96,055,076	\$106,209,940
Licenses, permits and fees	2,762,883	2,537,988	1,832,029	1,624,422	1,651,822	1,756,255	1,805,452	2,066,744	2,684,169	2,723,234
Charges for services	40,301,825	31,892,013	18,899,792	18,080,957	17,111,034	17,222,182	20,613,195	23,145,058	27,624,928	28,398,884
Subventions and grants	12,744,920	12,819,741	16,909,738	22,554,411	13,612,705	11,835,085	17,307,222	14,081,767	15,082,197	10,662,888
Use of money and property	16,943,196	19,198,906	16,183,845	9,528,347	3,107,947	3,271,208	1,892,467	2,237,778	2,273,687	3,608,140
Fine, forfeitures and penalties	2,358,742	2,147,695	2,283,349	2,115,882	1,829,785	1,502,408	1,447,757	1,265,026	1,226,611	1,192,435
Contributions from property owners	71,488,795	9,100,000								
Contributions from developers	1,591,059	2,070,716	957,680	706,385	1,483,872	2,900,578	3,673,089	1,721,409	15,321,286	4,847,097
Miscellaneous revenues	9,286,123	12,455,601	7,264,395	5,991,250	3,032,677	2,458,788	3,409,782	4,247,829	8,323,382	24,820,495
Total Revenues	<u>250,977,770</u>	<u>185,680,262</u>	<u>149,932,661</u>	<u>140,224,751</u>	<u>123,853,175</u>	<u>121,531,316</u>	<u>135,770,953</u>	<u>139,457,905</u>	<u>168,591,336</u>	<u>182,463,113</u>
Expenditures										
Current:										
General government	27,910,341	28,222,016	26,639,267	21,737,861	21,840,332	23,676,727	25,215,600	23,438,473	25,135,288	26,308,369
Development and operations	11,961,479	16,710,067	13,481,274	17,310,689	10,229,425	7,303,223	6,095,964	11,300,917	14,979,353	16,042,793
Public works	16,947,884	16,228,157	16,022,025	10,700,041	11,013,467	10,597,421	10,746,489	6,698,390	5,972,942	6,069,793
Public safety:										
Police	28,988,754	30,498,603	30,408,122	28,564,889	27,411,509	28,650,241	29,638,540	30,695,155	31,917,720	34,565,899
Fire	20,719,718	24,352,812	24,527,743	23,349,639	23,264,497	23,573,792	25,041,187	25,530,503	27,328,554	28,792,370
Library	3,520,834	4,542,287	3,449,204	3,224,523	2,855,794	3,560,396	3,726,160	3,689,914	3,979,158	4,120,111
Parks and recreation	17,955,082	19,092,606	17,979,576	16,199,096	15,610,257	18,320,063	19,671,070	19,276,779	20,854,408	21,111,520
Housing assistance payments	3,328,656	3,399,145	3,530,527	3,628,510	3,643,394	4,232,695	4,049,279	3,858,070	4,046,250	4,077,451
Capital outlay	125,426,074	63,142,168	49,795,093	36,534,025	20,416,652	19,529,120	34,879,208	30,170,149	30,433,990	37,821,774
Payments under development agreements	2,396,314	2,157,821	1,601,494	1,445,960	1,146,915	880,852	567,619	567,619	567,619	567,619
Annexation payments	1,810,538	2,138,963	1,959,852	2,131,802	2,045,843	2,228,371	2,302,077	2,932,924	3,596,777	4,076,406
Debt service:										
Principal repayment	1,206,803	1,590,991	1,392,486	1,397,222	1,402,625	2,694,645	802,821	2,125,278	844,490	863,892
Interest and fiscal charges	4,523,725	6,873,248	7,090,871	7,396,273	2,932,461	1,612,858	1,217,231	607,872	393,375	1,079,183
Total Expenditures	<u>266,696,202</u>	<u>218,948,884</u>	<u>197,877,534</u>	<u>173,620,530</u>	<u>143,813,171</u>	<u>146,860,404</u>	<u>163,953,245</u>	<u>160,892,043</u>	<u>170,049,924</u>	<u>185,497,180</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(15,718,432)</u>	<u>(33,268,622)</u>	<u>(47,944,873)</u>	<u>(33,395,779)</u>	<u>(19,959,996)</u>	<u>(25,329,088)</u>	<u>(28,182,292)</u>	<u>(21,434,138)</u>	<u>(1,458,588)</u>	<u>(3,034,067)</u>
Other Financing Sources (Uses)										
Proceeds from capital lease			385,538					43,992	104,580	
Debt issued	23,215,524									14,425,000
Premium on debt issued										862,056
Proceeds from sale of property		129,284	12,040	10,000			159,482		516,821	
Transfers in	54,227,228	42,487,182	53,047,351	42,615,799	44,206,780	43,818,402	38,821,810	41,542,969	38,238,578	53,202,949
Transfers out	(31,650,256)	(22,404,599)	(28,126,447)	(18,935,737)	(23,444,479)	(18,447,291)	(19,147,016)	(24,688,897)	(18,739,191)	(34,394,329)
Issuance of debt							11,549,031			
Payment to bond escrow agent							(12,756,326)			
Contributions from developers				2,831,250						
Total other financing sources (uses)	<u>45,792,496</u>	<u>20,211,867</u>	<u>25,318,482</u>	<u>26,521,312</u>	<u>20,762,301</u>	<u>25,371,111</u>	<u>18,626,981</u>	<u>16,898,064</u>	<u>20,120,788</u>	<u>34,095,676</u>
Net Change in fund balances before special and extraordinary items	30,074,064	(13,056,755)	(22,626,391)	(6,874,467)	802,305	42,023	(9,555,311)	(4,536,074)	18,662,200	31,061,609
Special and Extraordinary items										
Assets transferred to/liabilities assumed by Successor Agency/Housing Successor						4,727,309				
Increase in loan to the Successor Agency							(7,304,420)			
Change in classification of assets								(2,141,561)		
Cancellation of loans receivable from Successor Agency								(5,847,668)		
Net Change in fund balances	<u>\$30,074,064</u>	<u>(\$13,056,755)</u>	<u>(\$22,626,391)</u>	<u>(\$6,874,467)</u>	<u>\$802,305</u>	<u>\$4,769,332</u>	<u>(\$16,859,731)</u>	<u>(\$12,525,303)</u>	<u>\$18,662,200</u>	<u>\$31,061,609</u>
Debt service as a percentage of noncapital expenditures	4.3%	5.8%	5.3%	5.7%	3.5%	3.4%	1.5%	2.0%	0.8%	1.2%

Source: City's Comprehensive Annual Financial Report

**CITY OF ROSEVILLE
SALES TAX REVENUE
Last Ten Fiscal Years**



<u>Fiscal Year</u>	<u>Amount</u>
2007	\$ 44,772,743
2008	40,982,384
2009	36,024,500
2010	32,139,544
2011	37,332,222
2012	38,129,931
2013	43,002,643
2014	46,591,961
2015	48,094,824
2016	52,993,394

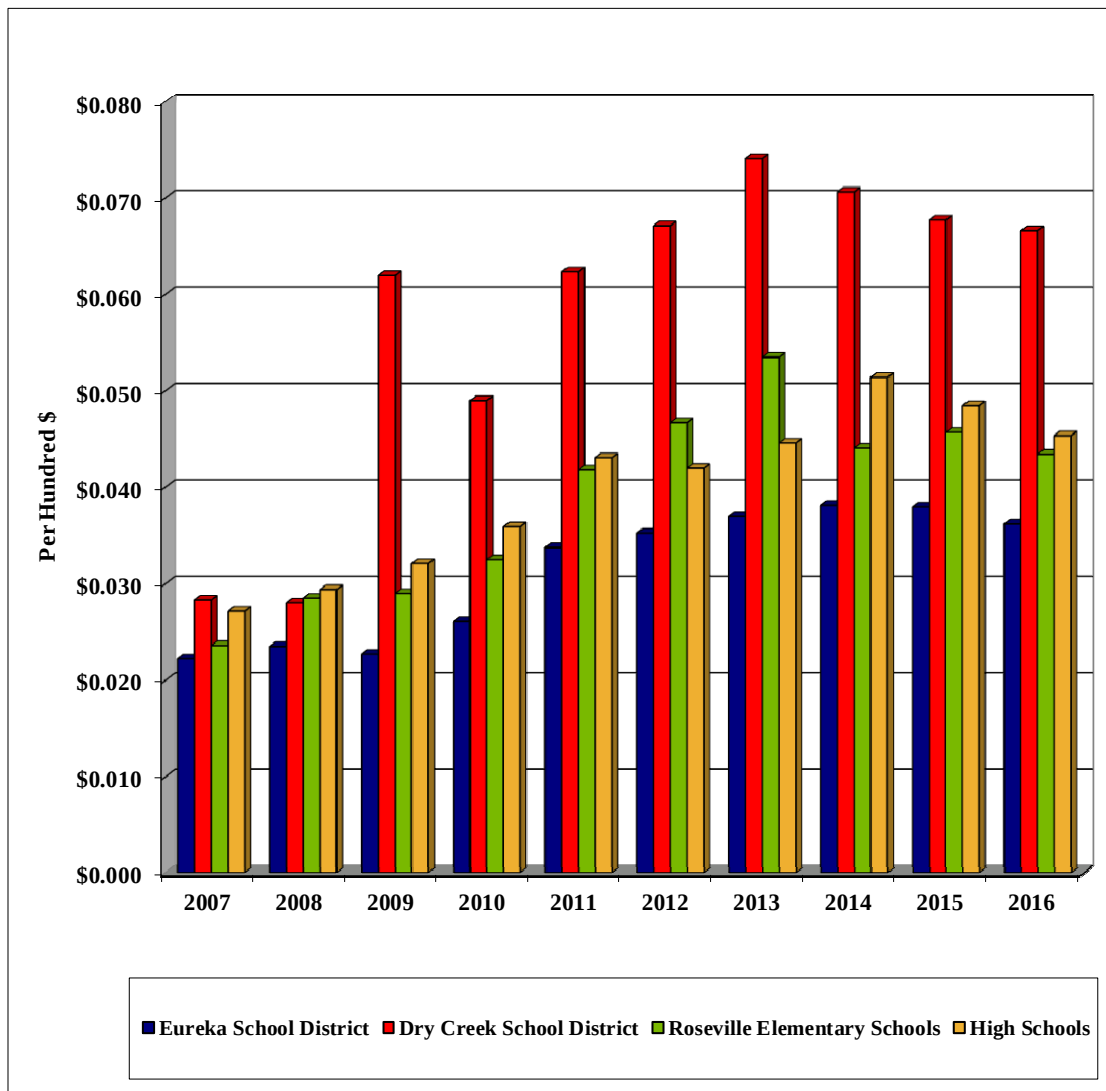
**CITY OF ROSEVILLE
ASSESSMENT ROLL VALUES
Last Ten Fiscal Years**

	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
Secured										
Land	\$ 4,975,004,883	\$ 5,277,609,490	\$ 5,022,518,855	\$ 4,702,676,886	\$ 4,258,240,370	\$ 4,138,902,907	\$ 4,139,152,114	\$ 4,416,998,220	\$ 4,811,588,559	\$ 5,038,592,302
Structure	10,721,828,793	11,554,289,752	11,950,909,732	12,095,007,943	11,439,696,023	10,859,970,035	10,942,930,883	11,732,698,206	12,621,412,601	13,670,305,499
Growing Imp.	3									
Fixtures	156,459,551	96,186,460	172,326,456	121,330,197	122,138,875	86,539,606	86,949,612	85,175,780	86,169,588	72,381,116
Personal Property	356,221,219	424,035,810	439,345,074	397,416,205	398,032,391	195,128,458	185,441,743	197,939,682	199,577,920	176,564,870
Gross	16,209,514,449	17,352,121,512	17,585,100,117	17,316,431,231	16,218,107,659	15,280,541,006	15,354,474,352	16,432,811,888	17,718,748,668	18,957,843,787
Exemptions	(795,302,289)	(876,567,514)	(1,037,586,092)	(1,185,170,787)	(1,271,501,002)	(1,183,664,559)	(1,216,280,788)	(1,189,126,642)	(1,235,144,897)	(1,196,368,326)
Net Value	15,414,212,160	16,475,553,998	16,547,514,025	16,131,260,444	14,946,606,657	14,096,876,447	14,138,193,564	15,243,685,246	16,483,603,771	17,761,475,461
Unsecured										
Land	13,914,030	9,561,508	9,752,733	9,938,066	9,918,107	10,652,978	15,107,515	14,275,896	14,209,597	14,751,078
Structure	18,345,848	18,712,755	19,086,998	19,483,398	19,054,920	19,198,391	40,452,068	39,978,372	40,065,250	40,572,958
Fixtures	143,205,188	151,270,219	170,668,416	195,965,488	204,471,411	278,372,656	204,335,331	201,618,605	200,634,374	210,899,452
Personal Property	379,757,859	386,574,785	420,787,592	404,628,665	427,041,927	456,724,821	440,681,012	497,756,921	478,575,784	508,561,032
Gross	555,222,925	566,119,267	620,295,739	630,015,617	660,486,365	764,948,846	700,575,926	753,629,794	733,485,005	774,784,520
Exemptions	(25,233,403)	(28,052,319)	(40,368,799)	(69,496,206)	(98,512,303)	(88,790,688)	(92,879,612)	(86,500,375)	(61,105,400)	(93,563,794)
Net Value	529,989,522	538,066,948	579,926,940	560,519,411	561,974,062	676,158,158	607,696,314	667,129,419	672,379,605	681,220,726
Total Net										
Assessed Value (a)	\$ 15,944,201,682	\$ 17,013,620,946	\$ 17,127,440,965	\$ 16,691,779,855	\$ 15,508,580,719	\$ 14,773,034,605	\$ 14,745,889,878	\$ 15,910,814,665	\$ 17,155,983,376	\$ 18,442,696,187
Direct Tax Rate (b)	200.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%

- (a) Article XIII A, added to the California Constitution by Proposition 13 in 1978 fixed the base for valuation of property subject to taxes at the full cash value which appeared on the Assessor's 1975/76 assessment roll. Thereafter, full cash value can be increased to reflect:
- annual inflation up to 2%; or
 - market value at the time of ownership change; or
 - market value for new construction.

- (b) California cities do not set their own direct tax rate. The state constitution establishes the rate at 1% and allocates a portion of that amount, by an annual calculation, to all the taxing entities within a tax rate area.

**CITY OF ROSEVILLE
PROPERTY TAX RATES
DIRECT & OVERLAPPING GOVERNMENTS
Last Ten Fiscal Years**



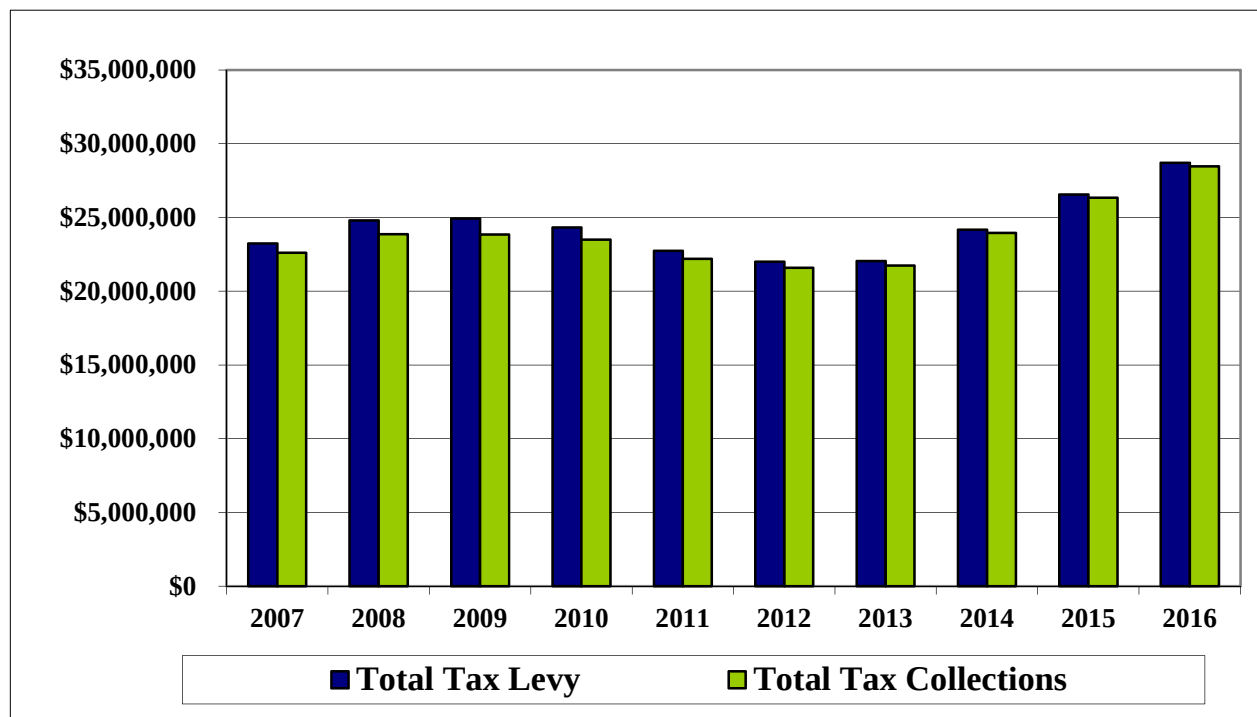
Fiscal Year	Direct Rate	Overlapping Rates				Total (a)
	Basic County Wide Levy	Eureka School District	Dry Creek School District	Roseville Elementary Schools	High Schools	
2007	1.0000	0.0222	0.0283	0.0236	0.0272	1.0519
2008	1.0000	0.0235	0.0280	0.0285	0.0294	1.0561
2009	1.0000	0.0227	0.0620	0.0290	0.0321	1.0700
2010	1.0000	0.0261	0.0490	0.0325	0.0359	1.0718
2011	1.0000	0.0338	0.0624	0.0418	0.0431	1.0890
2012	1.0000	0.0353	0.0671	0.0467	0.0420	1.0917
2013	1.0000	0.0370	0.0741	0.0535	0.0446	1.0995
2014	1.0000	0.0381	0.0706	0.0441	0.0514	1.1023
2015	1.0000	0.0379	0.0677	0.0457	0.0485	1.0989
2016	1.0000	0.0362	0.0666	0.0434	0.0454	1.0941

(a) Total Overlapping Rates uses an average of Eureka School District, Dry Creek School District and Roseville Elementary School

PRINCIPAL PROPERTY TAX PAYERS
Current Year and Nine Years Ago

Property Owner	Primary Land Use	Rank	2016		Rank	2007	
			Taxable Assessed Value	Percent of Total City Taxable Assessed Value		Taxable Assessed Value	Percent of Total City Taxable Assessed Value
Roseville Shoppingtown LLC	Shopping Center	1	\$417,439,536	2.33%	4	198,422,197	1.27%
Hewlett Packard Co.	Industrial	2	137,190,170	0.76%	2	328,036,807	2.11%
Slate Creek Roseville LLC	Apartments	3	81,809,449	0.46%			
Rosemeade Residential Holdings LLC	Apartments	4	80,150,650	0.45%			
BEP Roseville Investors LLC	Office Building	5	78,285,118	0.44%			
Walmart Stores Inc.	Commercial	6	76,140,707	0.42%	10	55,317,403	0.36%
Timberpine Holdings LLC	Industrial	7	66,198,907	0.37%			
Roseville Fountains LP	Shopping Center	8	66,050,579	0.37%			
CPT Creekside Town Center LLC	Shopping Center	9	63,772,773	0.36%			
DDR Creekside LP	Commercial	10	53,812,980	0.30%			
W2005 Fargo Hotels Pool C Realty LP	Hotel	11	51,028,349	0.28%			
BBC Roseville Oaks LLC	Commercial	12	50,998,998	0.28%			
NNN Parkway Corporate Plaza LLC	Office Building	13	45,350,000	0.25%	8	66,221,460	0.42%
Mourier Land Investment Corporation	Office Building	14	44,389,612	0.25%	7	88,406,401	0.57%
Terraces at Highland Property Owner LLC	Apartments	15	42,436,644	0.24%			
Lennar Homes of California	Residential Development	16	42,321,254	0.24%			
Safeway Inc.	Commercial	17	41,829,424	0.23%			
Pinnacle OPID LLC & Pinnacle PCC LLC	Apartments	18	40,991,754	0.23%			
Forest Cove 388 LLC	Apartments	19	40,250,020	0.22%			
John L. Sullivan Family LP	Auto Dealership	20	39,750,863	0.22%			
PL Roseville LLC					1	357,509,644	2.29%
NEC Electronics USA Inc.					3	309,105,242	1.98%
Kobra Properties					5	137,451,533	0.88%
Donahue Schriber Realty Group LP					6	94,434,929	0.61%
SI VII LLC					9	57,508,490	0.37%
Total			\$1,560,197,787	8.70%		\$1,692,414,106	10.86%
Local Secured Assessed Valuation:			\$ 17,934,186,461			\$ 15,581,643,348	

CITY OF ROSEVILLE PROPERTY TAX LEVIES AND COLLECTIONS LAST TEN FISCAL YEARS



Fiscal Year Ended June 30	Total Tax Levy for Fiscal Year	Collected within the Fiscal Year of the Levy	
		Amount	Percentage of Levy
2007	\$ 23,231,927	\$ 22,616,281	97.35%
2008	24,795,852	23,856,089	96.21%
2009	24,932,869	23,840,809	95.62%
2010	24,317,144	23,490,361	96.60%
2011	22,749,169	22,191,814	97.55%
2012	21,991,913	21,585,063	98.15%
2013	22,044,604	21,749,207	98.66%
2014	24,170,809	23,943,603	99.06%
2015	26,562,322	26,328,574	99.12%
2016	28,692,626	28,454,477	99.17%

Notes:

Current tax collections beginning in 1993 have been reduced by a mandatory tax reallocation imposed by the State of California.

Placer County uses an estimate for the delinquency rate and compiles delinquency as a lump sum.

Subsequent collections are not broken out by fiscal year from the County. This information is not available.

**CITY OF ROSEVILLE
ELECTRIC CUSTOMERS & REVENUES**

Ten Largest Electric Customers as of 6/30/2016

Rank	Business Type (a)	kWh	Percent Total kWh	Revenue	Percent to Total Revenue
1	Manufacturing	106,000,000	8.91%	\$10,854,119	6.62%
2	Admin/Office/R&D	40,310,000	3.39%	4,175,086	2.55%
3	Medical Care	29,160,046	2.45%	3,303,791	2.02%
4	Government and Utilities	26,265,320	2.21%	2,793,606	1.70%
5	Medical Care	22,767,589	1.91%	2,687,073	1.64%
6	Retail and Property Management	19,168,026	1.61%	2,389,103	1.46%
7	Retail	12,675,285	1.07%	1,421,243	0.87%
8	Grocery	10,547,920	0.89%	1,374,437	0.84%
9	Grocery	9,508,400	0.80%	1,087,264	0.66%
10	Telecommunications	8,900,239	0.75%	1,059,995	0.65%

Electric Sales Revenue as of 06/30/2016

Residential	\$ 68,852,660
Commercial	95,077,642
Total	<u>\$ 163,930,302</u>

(a) Customer's name not shown to follow the City's Administrative Regulation regarding confidentiality of customers.

City of Roseville
Residential Energy Prices
Effective January 1, 2016

Residential	
Basic Service Charge (per meter, per month)	\$22.00
Energy Charge (\$/kWh)	
Tier 1- up to 500 kWh/month	\$0.0982
Tier 2- greater than 500 kWh/month	\$0.1497
Renewable Energy Surcharge (\$/kWh)	\$0.0056
Greenhouse Gas Surcharge (\$/kWh)	\$0.0002
Hydroelectric Adjustment (\$/kWh) ⁽¹⁾	\$0.00168
State Energy Surcharge (\$/kWh)	\$0.00029

Special Residential Rates

Electric Rate Assistance Program ⁽²⁾	
Basic Service Charge (per meter, per month)	\$18.70
Energy Charge (\$/kWh)	
Tier 1- up to 500 kWh/month	\$0.0823
Tier 2- greater than 500 kWh/month	\$0.1261
Renewable Energy Surcharge (\$/kWh)	\$0.0056
Greenhouse Gas Surcharge (\$/kWh)	\$0.0002
Hydroelectric Adjustment (\$/kWh) ⁽¹⁾	\$0.00168
State Energy Surcharge (\$/kWh)	\$0.00029

Medical Support Rate Reduction ⁽³⁾	
Basic Service Charge (per meter, per month)	\$22.00
Energy Charge (\$/kWh)	
Tier 1- up to 500 kWh/month	\$0.0480
Tier 2- greater than 500 kWh/month	\$0.1261
Renewable Energy Surcharge (\$/kWh)	\$0.0056
Greenhouse Gas Surcharge (\$/kWh)	\$0.0002
Hydroelectric Adjustment (\$/kWh) ⁽¹⁾	\$0.00168
State Energy Surcharge (\$/kWh)	\$0.00029

Senior Citizen Rate Reduction ⁽⁴⁾	
Basic Service Charge (per meter, per month)	\$19.36
Energy Charge (\$/kWh)	
Tier 1- up to 500 kWh/month	\$0.0855
Tier 2- greater than 500 kWh/month	\$0.1308
Renewable Energy Surcharge (\$/kWh)	\$0.0056
Greenhouse Gas Surcharge (\$/kWh)	\$0.0002
Hydroelectric Adjustment (\$/kWh) ⁽¹⁾	\$0.00168
State Energy Surcharge (\$/kWh)	\$0.00029

NOTES

- 1) There is a hydroelectric adjustment in effect from July 2015 through June 2016.
- 2) An application must be submitted along with a copy of the most recent energy bill and proof of income. For complete program guidelines or to receive an application, call the City of Roseville's Housing and Redevelopment Office at 774-5270. This rate is 15% credit on all electric service charges.
- 3) An application must be completed for the Medical Support Rate reduction. A doctor's certification is also required. For more information or an application, please call the City of Roseville Finance Department at 774-5300. This rate is a 50% credit on the first 500 kWh per month and 15% credit for usage > 500 kWh.
- 4) Rate closed July 1, 1998. Recipients receive a 12% credit on all electric charges.

**City of Roseville
Business Energy Prices
Effective January 1, 2016**

Small General Service (GS-1) (Demand < 20 kW)	Winter	Summer
Basic Service Charge (per meter, per month)	\$33.00	\$33.00
Energy Charge (\$/kWh)	\$0.1014	\$0.1178
Renewable Energy Surcharge (\$/kWh)	\$0.0056	\$0.0056
Greenhouse Gas Surcharge (\$/kWh)	\$0.0002	\$0.0002
Hydroelectric Adjustment (\$/kWh)	\$0.00168	\$0.00168
State Energy Surcharge (\$/kWh)	\$0.00029	\$0.00029
Medium General Service (GS-2) (20 kW < Demand ≤ 500 kW)	Winter	Summer
Basic Service Charge (per meter, per month)	\$70.00	\$70.00
Demand Charge (\$/kW-month)	\$5.39	\$5.39
Energy Charge (\$/kWh)	\$0.1048	\$0.1257
Renewable Energy Surcharge (\$/kWh)	\$0.0056	\$0.0056
Greenhouse Gas Surcharge (\$/kWh)	\$0.0002	\$0.0002
Hydroelectric Adjustment (\$/kWh)	\$0.00168	\$0.00168
State Energy Surcharge (\$/kWh)	\$0.00029	\$0.00029
Large General Service (GS-3) (500 kW < Demand ≤ 1000 kW)	Winter	Summer
Basic Service Charge (per meter, per month)	\$544.00	\$544.00
Demand Charge (\$/kW-month)	\$4.99	\$11.62
Energy Charge		
Off Peak (\$/kWh)	\$0.0698	\$0.0912
On Peak (\$/kWh)	\$0.0912	\$0.1125
Super Peak (\$/kWh)	\$0.0912	\$0.1443
Renewable Energy Surcharge (\$/kWh)	\$0.0056	\$0.0056
Greenhouse Gas Surcharge (\$/kWh)	\$0.0002	\$0.0002
Hydroelectric Adjustment (\$/kWh)	\$0.00168	\$0.00168
State Energy Surcharge (\$/kWh)	\$0.00029	\$0.00029
Very Large General Service (GS-4) (Demand > 1000 kW)	Winter	Summer
Basic Service Charge (per meter, per month)	\$638.00	\$638.00
Demand Charge (\$/kW-month)	\$4.99	\$11.40
Energy Charge		
Off Peak (\$/kWh)	\$0.0689	\$0.0899
On Peak (\$/kWh)	\$0.0881	\$0.1091
Super Peak (\$/kWh)	\$0.0881	\$0.1428
Renewable Energy Surcharge (\$/kWh)	\$0.0056	\$0.0056
Greenhouse Gas Surcharge (\$/kWh)	\$0.0002	\$0.0002
Hydroelectric Adjustment (\$/kWh)	\$0.00168	\$0.00168
State Energy Surcharge (\$/kWh)	\$0.00029	\$0.00029

Note: General Service Customers include all commercial, industrial, governmental and other non-residential customers.

Time of Use (TOU) seasons, days, hours, holidays:

Winter - bills with meter read dates October through May

Summer - bills with meter read date June through September

Off Peak: 10:00pm to 7:00am Monday through Friday (Except Holidays)
All Day Saturday, Sunday, and Holidays

On Peak: 7:00am to 4:00pm AND 7:00pm to 10:00pm
Monday through Friday (Except Holidays)

Super Peak: 4:00pm to 7:00pm Monday through Friday (Except Holidays)

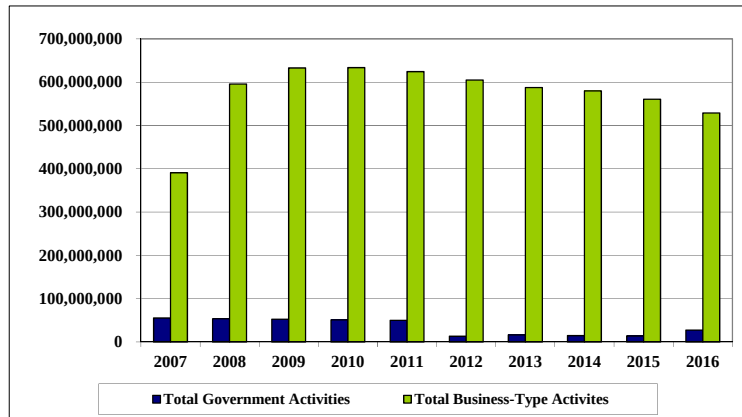
Holidays are defined as: New Years Day, Martin Luther King Day, Presidents' Day, Memorial Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

There is a hydroelectric adjustment in effect from July 2015 through June 2016.

The California State Energy Surcharge may change from time to time as specified in State law.

A 2% discount is available for primary service customers.

CITY OF ROSEVILLE
RATIO OF OUTSTANDING DEBT BY TYPE
Last Ten Fiscal Years



Fiscal Year	Governmental Activities							
	Tax Allocation Bonds	Certificates of Participation	Installment Purchase Obligations	Other Long Term Obligations	2013 Pub Fac Lease	2015 316 Vernon Project	Loan Payable [e]	Total
2006	\$ 13,735,000	\$ 17,105,000	\$ 2,436,986	\$ 3,223				\$ 33,280,209
2007	36,405,000	16,490,000	2,390,707	[g]				55,285,707
2008	35,745,000	15,860,000	2,089,716	[g]				53,694,716
2009	35,305,000	15,220,000	2,145,277	[g]				52,670,277
2010	34,845,000	14,560,000	1,868,055	[g]				51,273,055
2011	34,365,000	13,885,000	1,620,430	[g]				49,870,430
2012	[c]	13,190,000	125,785	[g]				13,315,785
2013	[c]	[d]	1,234,286	[g]	\$ 11,549,031		\$ 3,469,049	16,252,366
2014	[c]	[d]	[f]	[g]	10,670,247		4,059,175	14,729,422
2015	[c]	[d]	[f]	[g]	9,874,687		4,045,820	13,920,507
2016	[c]	[d]	[f]	[g]	9,060,011	\$ 14,425,000	4,030,681	27,515,692

Business-Type Activities

Fiscal Year	Electric System Revenue	Golf Course Refunding Bonds	Water Utility Revenue	Wastewater Revenue Bonds	Gas Revenue Bond	Other Long Term Obligations	Total	Total Primary Government	Percentage of Placer County Personal Income [a]	Debt Per Capita [a]
2006	\$ 267,326,882	\$ 7,630,000	\$ 24,740,000	\$ 90,977,962		\$ 172,056	\$ 390,846,900	\$ 424,127,109	29.77%	4,053
2007	266,098,723	7,310,000	23,345,000	89,494,883	\$209,350,000	161,246	595,759,852	651,045,559	43.11%	6,127
2008	271,323,395	6,985,000	55,611,761	89,572,262	209,350,000	[h]	632,842,418	686,537,134	42.24%	6,290
2009	267,662,000	6,650,000	53,860,879	89,193,072	215,951,385	[h]	633,317,336	685,987,613	43.15%	6,106
2010	268,431,581	6,310,000	52,039,997	88,800,339	208,565,475	[h]	624,147,392	675,420,447	41.02%	5,834
2011	260,127,436	5,960,000	50,149,114	87,906,198	200,914,565	[h]	605,057,313	654,927,743	37.83%	5,431
2012	254,404,084	5,600,000	48,178,231	86,271,586	192,913,655	[h]	587,367,556	600,683,341	31.61%	4,921
2013	248,495,732	4,775,578	46,631,417	95,510,269	184,502,745	[h]	579,915,741	596,168,107	29.55%	4,798
2014	242,520,953	4,344,960	44,428,461	93,319,762	175,736,834	[h]	560,350,970	575,080,392	[b]	4,530
2015	228,735,737	3,945,831	44,682,863	88,220,045	163,143,317	[h]	528,727,793	542,648,300	[b]	4,047
2016	220,365,000	3,538,160	39,915,000	85,932,459	148,875,000	[h]	498,625,619	526,141,311	[b]	[j]

Note: Debt amounts exclude any premiums, discounts, or other amortization amounts.

[a] These ratios are calculated using personal income and population as shown on the Demographics Statistics page.

[b] Total personal income information is not available.

[c] The Redevelopment Agency was dissolved effective January 31, 2012, and its liabilities were assumed by the Successor Agency.

[d] The Certificates of Participation were refunded by the 2013 Lease.

[e] Long term debt was restated in fiscal year 2014; statistics prior to 2013 have not been restated.

[f] Fire Truck lease ended in fiscal year 2013.

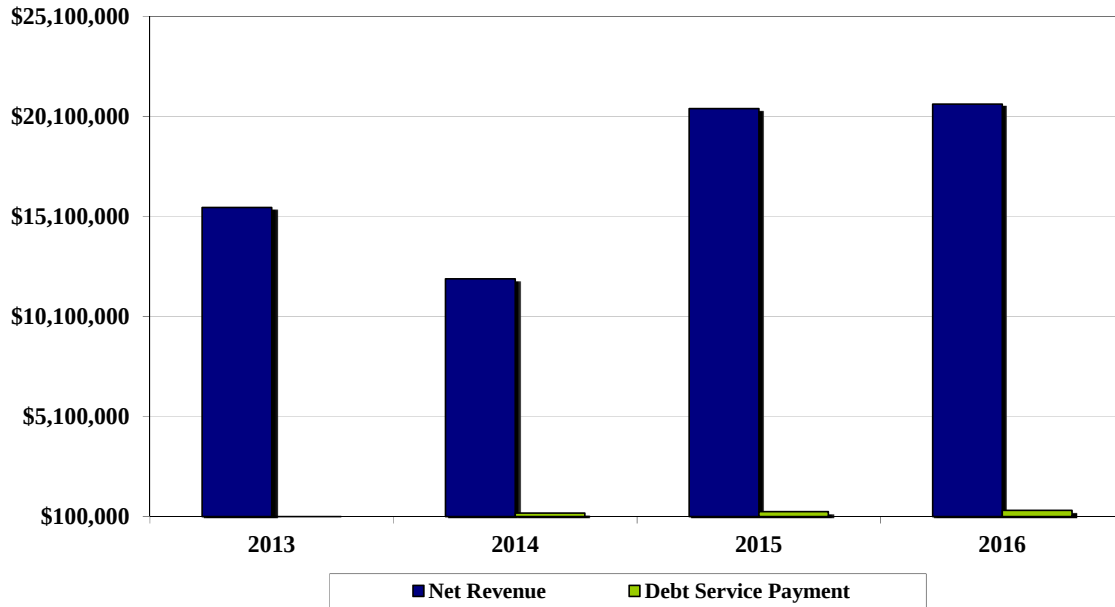
[g] Foothills Boulevard Extension to build Corp Yard ended April 1, 2007.

[h] Water EDA. Money was borrowed from US Department of Commerce for drought emergency procedure. This debt was paid off with 2007 Water bond refunding.

[j] Information is not yet available.

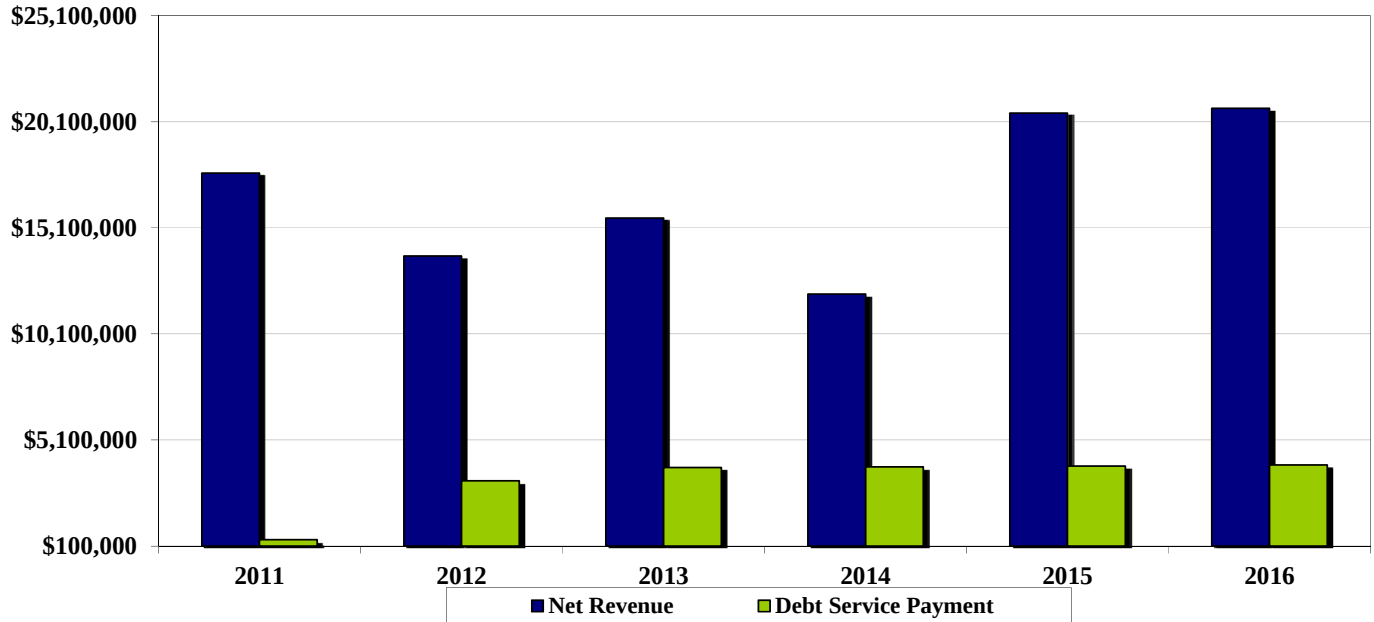
Sources: The City's Comprehensive Annual Financial Reports
State of California, Department of Finance (population)
U.S. Department of commerce, Bureau of the Census (income)

**CITY OF ROSEVILLE
REVENUE BOND COVERAGE
2013 REFUNDING VARIABLE RATE WASTEWATER REVENUE BONDS
Last Four Fiscal Years ⁽¹⁾**



Fiscal Year	Gross Revenue (2)	Operating Expenses (3)	Net Revenue Available for Debt Service	Debt Service Requirements			Coverage
				Principal	Interest	Total	
2013	\$ 33,605,925	\$ 18,039,506	\$ 15,566,419		\$ 112,244	\$ 112,244	138.68
2014	30,398,896	18,411,939	11,986,957		265,789	265,789	45.10
2015	39,361,960	18,849,642	20,512,318		346,131	346,131	59.26
2016	40,133,217	19,398,212	20,735,005		406,694	406,694	50.98

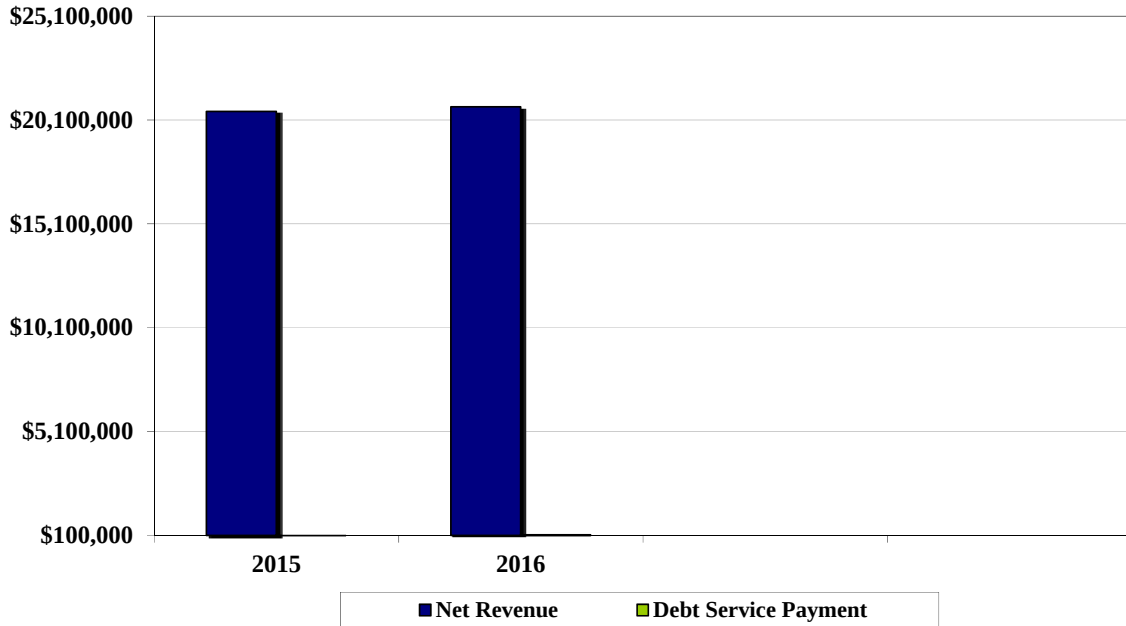
**CITY OF ROSEVILLE
REVENUE BOND COVERAGE
2011 REFUNDING FIXED RATE WASTEWATER REVENUE BONDS SERIES C
Last Six Fiscal Years ⁽¹⁾**



Fiscal Year	Gross Revenue (2)	Operating Expenses (3)	Net Revenue Available for Debt Service	Debt Service Requirements			Coverage
				Principal	Interest	Total	
2011	\$34,177,527	\$16,494,109	\$17,683,418		\$400,337	\$400,337	44.17
2012	32,738,613	18,957,898	13,780,715	\$1,457,173	1,721,010	3,178,183	4.34
2013	33,605,925	18,039,506	15,566,419	1,874,464	1,922,096	3,796,560	4.10
2014	30,398,896	18,411,939	11,986,957	1,988,535	1,840,952	3,829,487	3.13
2015	39,361,960	18,849,642	20,512,318	2,133,436	1,743,323	3,876,759	5.29
2016	40,133,217	19,398,212	20,735,005	2,287,586	1,638,543	3,926,129	5.28

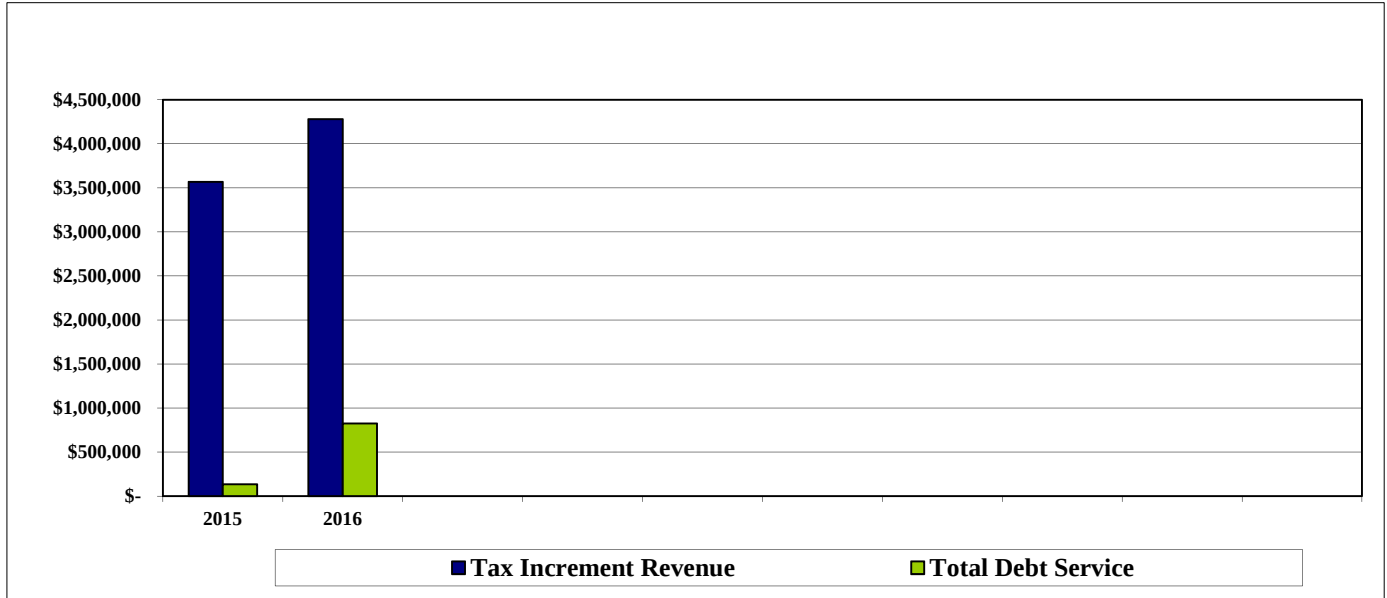
- Notes: (1) Ten years of data are not available due to the bonds being issued on April 7, 2011
(2) Includes all Wastewater Operating Revenues, Non-operating Interest Revenue, Connection Fees and other Non-operating Revenues
(3) Includes all Wastewater Operating Expenses less Depreciation and Interest

CITY OF ROSEVILLE
REVENUE BOND COVERAGE
2014 WASTEWATER REVENUE REFUNDING BONDS
Last Two Fiscal Years ⁽¹⁾



Fiscal Year	Gross Revenue (2)	Operating Expenses (3)	Net Revenue Available for Debt Service	Debt Service Requirements			Coverage
				Principal	Interest	Total	
2015	\$39,361,960	\$18,849,642	\$20,512,318		\$96,431	\$96,431	212.71
2016	40,133,217	19,398,212	20,735,005		131,649	131,649	157.50

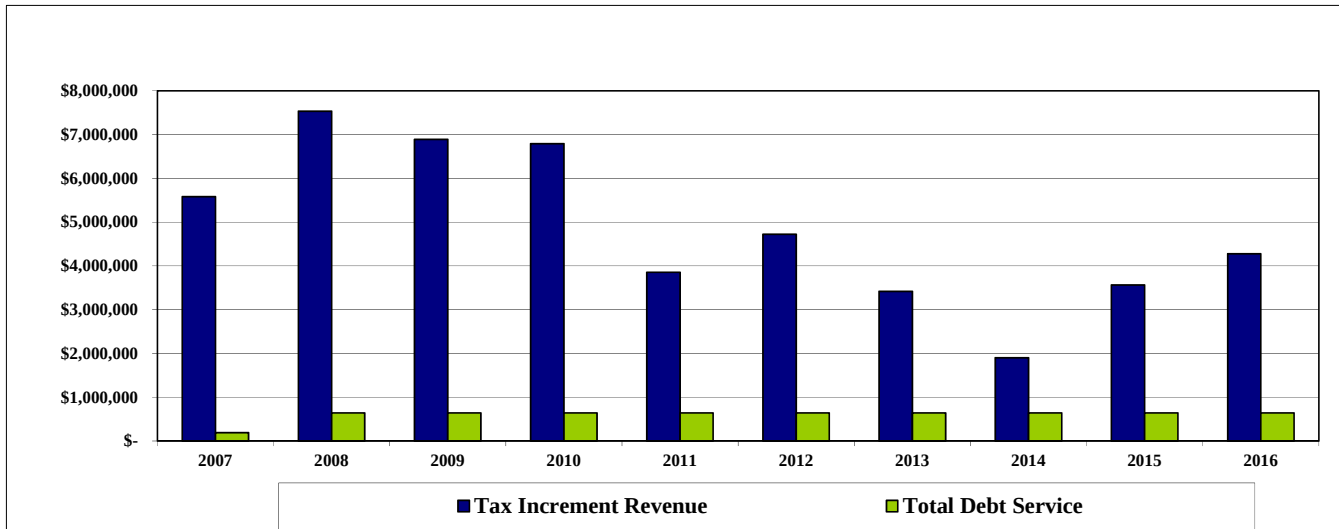
**CITY OF ROSEVILLE
2014 REDEVELOPMENT TAX ALLOCATION BONDS
Last Two Fiscal Years**



Fiscal Year	Tax Increment Revenue	Debt Service Requirements				Coverage
		Principal Payment	Interest Due	Total Debt Service	Principal Outstanding	
2015	\$3,566,262 (c)		\$132,646	\$132,646	\$10,740,000	0.27
2016	4,277,172 (c)	\$ 435,000	390,688	\$825,688	10,305,000	0.05

(c) Amounts reported here include tax revenue and debt service of the Successor Agency.

CITY OF ROSEVILLE
2006A REDEVELOPMENT TAX ALLOCATION BONDS
Last Ten Fiscal Years ^(c)



Fiscal Year	Tax Increment Revenue	Debt Service Requirements			Principal Outstanding	Coverage
		Principal Payment	Interest Due	Total Debt Service		
2007	\$5,581,407 (a)		\$190,408	\$190,408	\$13,155,000	0.29
2008	7,535,590 (a)		640,625	640,625	13,155,000	0.12
2009	6,888,510 (a)		640,625	640,625	13,155,000	0.11
2010	6,792,567 (a)		640,625	640,625	13,155,000	0.11
2011	3,853,172 (a)		640,625	640,625	13,155,000	0.06
2012	4,724,200 (a)(b)		640,625	640,625 (b)	13,155,000	0.07
2013	3,416,590 (d)		640,625	640,625 (d)	13,155,000	0.05
2014	1,900,108 (d)		640,625	640,625 (d)	13,155,000	0.03
2015	3,566,262 (d)		640,625	640,625 (d)	13,155,000	0.06
2016	4,277,172 (d)		640,625	640,625 (d)	13,155,000	0.07

(a) Tax Incremental Revenue for RDA 2002, RDA 2006A, and RDA 2006AT are combined into one figure representing their combined revenue.

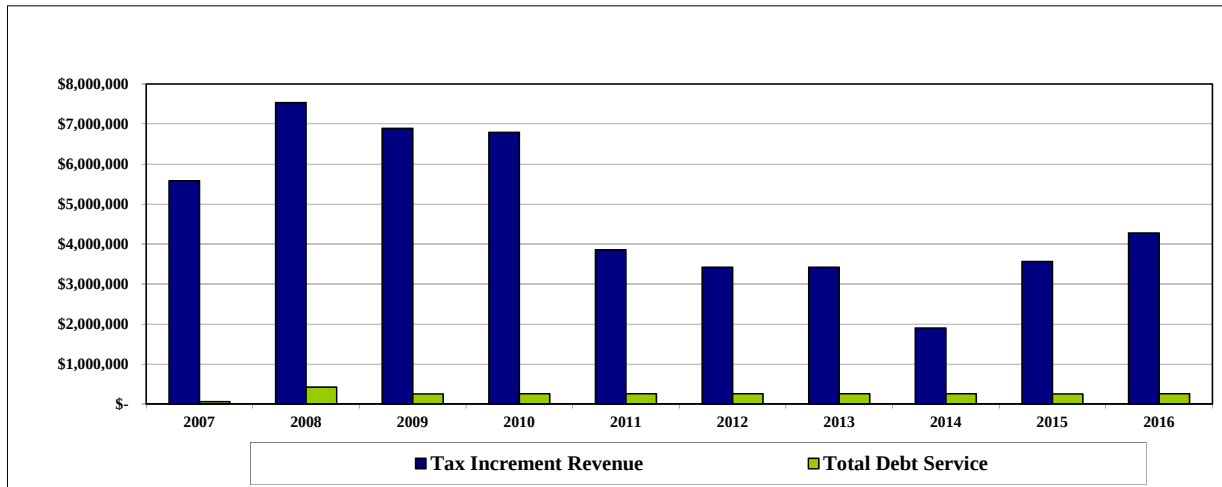
(b) The Redevelopment Agency was dissolved effective January 31, 2012, and its liabilities were assumed by a Successor Agency.

Amounts reported here include tax revenue and debt service of both the former Redevelopment Agency and the Successor Agency.

(c) Bond issued November 14, 2006

(d) Amounts reported here include tax revenue and debt service of the Successor Agency.

CITY OF ROSEVILLE
2006AT REDEVELOPMENT TAX ALLOCATION BONDS
Last Ten Fiscal Years ^(c)



Fiscal Year	Tax Increment Revenue	Debt Service Requirements			Principal Outstanding	Coverage
		Principal Payment	Interest Due	Total Debt Service		
2007	\$5,581,407 (a)		\$56,168	\$56,168	\$3,285,000	0.99
2008	7,535,590 (a)	\$240,000	182,605	422,605	3,045,000	0.18
2009	6,888,510 (a)	80,000	174,109	254,109	2,965,000	0.27
2010	6,792,567 (a)	90,000	169,596	259,596	2,875,000	0.26
2011	3,853,172 (a)	95,000	164,684	259,684	2,780,000	0.15
2012	3,419,138 (a)(b)	100,000	159,507	259,507 (b)	2,680,000	0.13
2013	3,416,590 (d)	105,000	154,064	259,064 (d)	2,575,000	0.13
2014	1,900,108 (d)	110,000	148,356	258,356 (d)	2,465,000	0.07
2015	3,566,262 (d)	115,000	139,781	254,781 (d)	2,350,000	0.14
2016	4,277,172 (d)	125,000	132,504	257,504 (d)	2,225,000	0.17

(a) Tax Incremental Revenue for RDA 2002, RDA 2006A, and RDA 2006AT are combined into one figure representing their combined revenue.

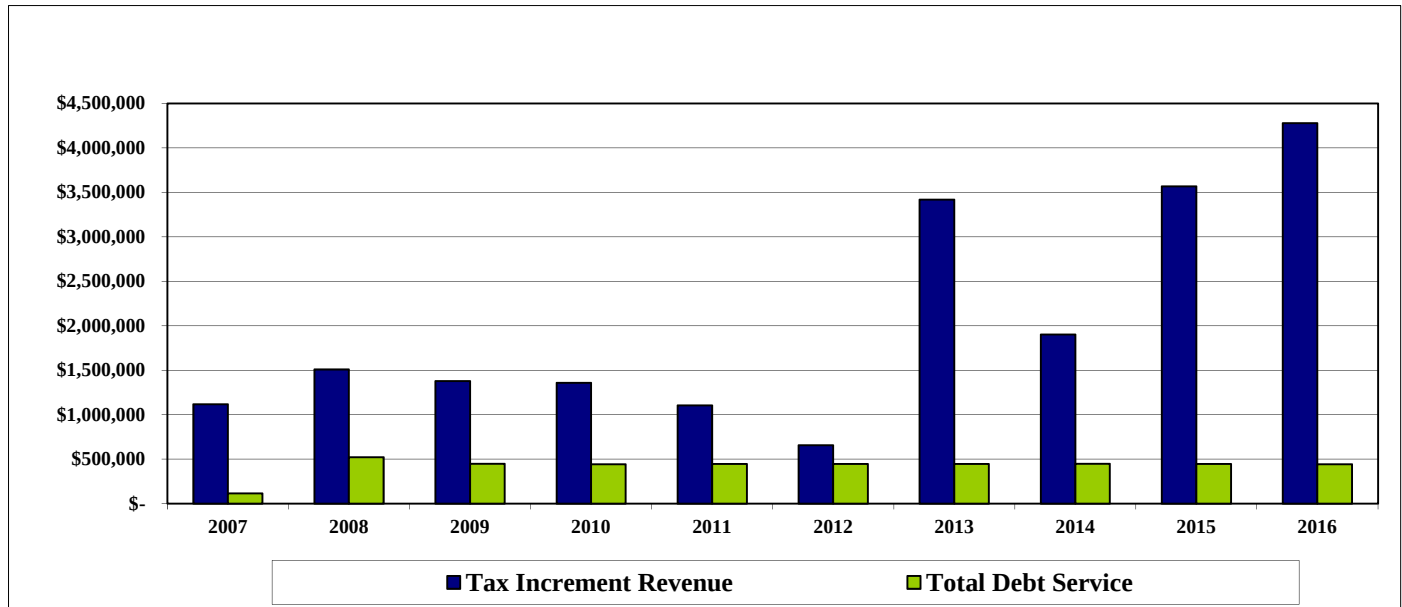
(b) The Redevelopment Agency was dissolved effective January 31, 2012, and its liabilities were assumed by a Successor Agency.

Amounts reported here include tax revenue and debt service of both the former Redevelopment Agency and the Successor Agency.

(c) Bond issued November 14, 2006

(d) Amounts reported here include tax revenue and debt service of the Successor Agency.

CITY OF ROSEVILLE
2006HT REDEVELOPMENT TAX ALLOCATION BONDS
Last Ten Fiscal Years ^(b)



Fiscal Year	20% Set Aside	Debt Service Requirements			Principal Outstanding	Coverage
		Principal Payment	Interest Due	Total Debt Service		
2007	\$1,116,281		\$114,895	\$114,895	\$6,505,000	0.10
2008	1,507,118	\$140,000	382,846	522,846	6,365,000	0.03
2009	1,377,575	70,000	377,270	447,270	6,295,000	0.03
2010	1,358,641	70,000	373,553	443,553	6,225,000	0.03
2011	1,103,919	75,000	369,703	444,703	6,150,000	0.02
2012	656,429	80,000	365,588	445,588 (a)	6,070,000	0.01
2013	3,416,590 (c)	85,000	361,207	446,207 (c)	5,985,000	0.08
2014	1,900,108 (c)	90,000	356,561	446,561 (c)	5,895,000	0.04
2015	3,566,262 (c)	95,000	349,501	444,501 (c)	5,800,000	0.08
2016	4,277,172 (d)	100,000	343,650	443,650 (c)	5,700,000	0.10

(a) The Redevelopment Agency was dissolved effective January 31, 2012, and its liabilities were assumed by a Successor Agency. Amounts reported here include debt service of both the former Redevelopment Agency and the Successor Agency.

(b) Bond issued November 14, 2006

(c) Amounts reported here include tax revenue and debt service of the Successor Agency.

After January 31, 2012, the Successor Agency is no longer required to set-aside 20% of tax revenue for low and moderate income housing, but the tax revenue collected by the Successor Agency is pledged for the repayment of the 2006HT Bonds.

CITY OF ROSEVILLE
COMPUTATION OF DIRECT AND OVERLAPPING DEBT
June 30, 2016

2015-16 Assessed Valuation: \$18,620,024,727

	Total Debt 06/30/2016	% Applicable(1)	City's Share of Debt 6/30/2016
<u>OVERLAPPING TAX AND ASSESSMENT DEBT:</u>			
Roseville Joint Union High School District	\$74,101,462	74.679%	\$55,338,231
Roseville Joint Union High School District SFID No. 1	4,721,433	96.681%	4,564,729
Center Joint Unified School District	34,924,466	1.782%	622,354
Rocklin Unified School District	61,238,305	0.497%	304,354
Dry Creek Joint School District	42,601,980	57.781%	24,615,850
Eureka Union School District	2,733,176	34.129%	932,806
Roseville City School District	20,817,289	97.319%	20,259,177
City of Roseville Community Facilities Districts	327,608,500	100.000%	327,608,500
California Statewide Communities Development Authority			
Assessment Districts	8,229,921	100.000%	8,229,921
TOTAL OVERLAPPING TAX AND ASSESSMENT DEBT			\$442,475,922
<u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u>			
Placer County Certificates of Participation	\$33,910,000	29.083%	\$9,862,045
Placer County Office of Education Certificates of Participation	1,480,000	29.083%	430,428
Sierra Joint Community College District Certificates of Participation	7,254,000	21.990%	1,595,155
Roseville Joint Union High School District Certificates of Participation	1,100,000	74.679%	821,469
Center Joint Unified School District Certificates of Participation	951,798	1.782%	16,961
Rocklin Unified School District Certificates of Participation	13,880,000	0.497%	68,984
Eureka Union School District Certificates of Participation	3,825,000	34.129%	1,305,434
Roseville City School District Certificates of Participation	8,755,000	97.319%	8,520,278
Placer Mosquito and Vector Control District Certificates of Participation	3,705,000	29.083%	1,077,525
City of Roseville Certificates of Participation	27,023,174	100.000%	27,023,174
TOTAL GROSS DIRECT AND OVERLAPPING GENERAL FUND DEBT			\$50,721,453
Less: City of Roseville supported obligation			\$3,596,779
TOTAL NET DIRECT AND OVERLAPPING GENERAL FUND DEBT			\$47,124,674
<u>OVERLAPPING TAX INCREMENT DEBT (Successor Agency):</u>	\$31,585,000	100.000%	\$31,585,000
TOTAL GROSS DIRECT DEBT			\$27,023,174
TOTAL NET DIRECT DEBT			\$23,426,395
TOTAL OVERLAPPING DEBT			\$497,759,201
 GROSS COMBINED TOTAL DEBT			 \$524,782,375
NET COMBINED TOTAL DEBT			\$521,185,596

- (1) The percentage of overlapping debt applicable to the city is estimated using taxable assessed property value.
Applicable percentages were estimated by determining the portion of the overlapping district's assessed value that is within the boundaries of the city divided by the district's total taxable assessed value.
- (2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Ratios to 2015-2016 Assessed Valuation:

Total Overlapping Tax and Assessment Debt	2.38%
Total Gross Direct Debt (\$27,023,174)	0.15%
Total Net Direct Debt (\$23,426,395)	0.13%
Gross Combined Total Debt	2.82%
Net Combined Total Debt	2.80%

Ratios to Redevelopment Successor Agency Incremental Valuations (\$627,340,692):

Total Overlapping Tax Increment Debt	5.03%
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CITY OF ROSEVILLE
COMPUTATION OF LEGAL BONDED DEBT MARGIN
June 30, 2016

ASSESSED VALUATION:

Secured property assessed value, net of exempt real property	\$17,934,186,461
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BONDED DEBT LIMIT (3.75% OF ASSESSED VALUE) (a)	\$672,531,992
---	---------------

AMOUNT OF DEBT SUBJECT TO LIMIT:

Total Bonded Debt	\$542,648,300
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Less Tax Allocation Bonds and Sales Tax Revenue Bonds, Certificate of Participation not subject to limit	(542,648,300)
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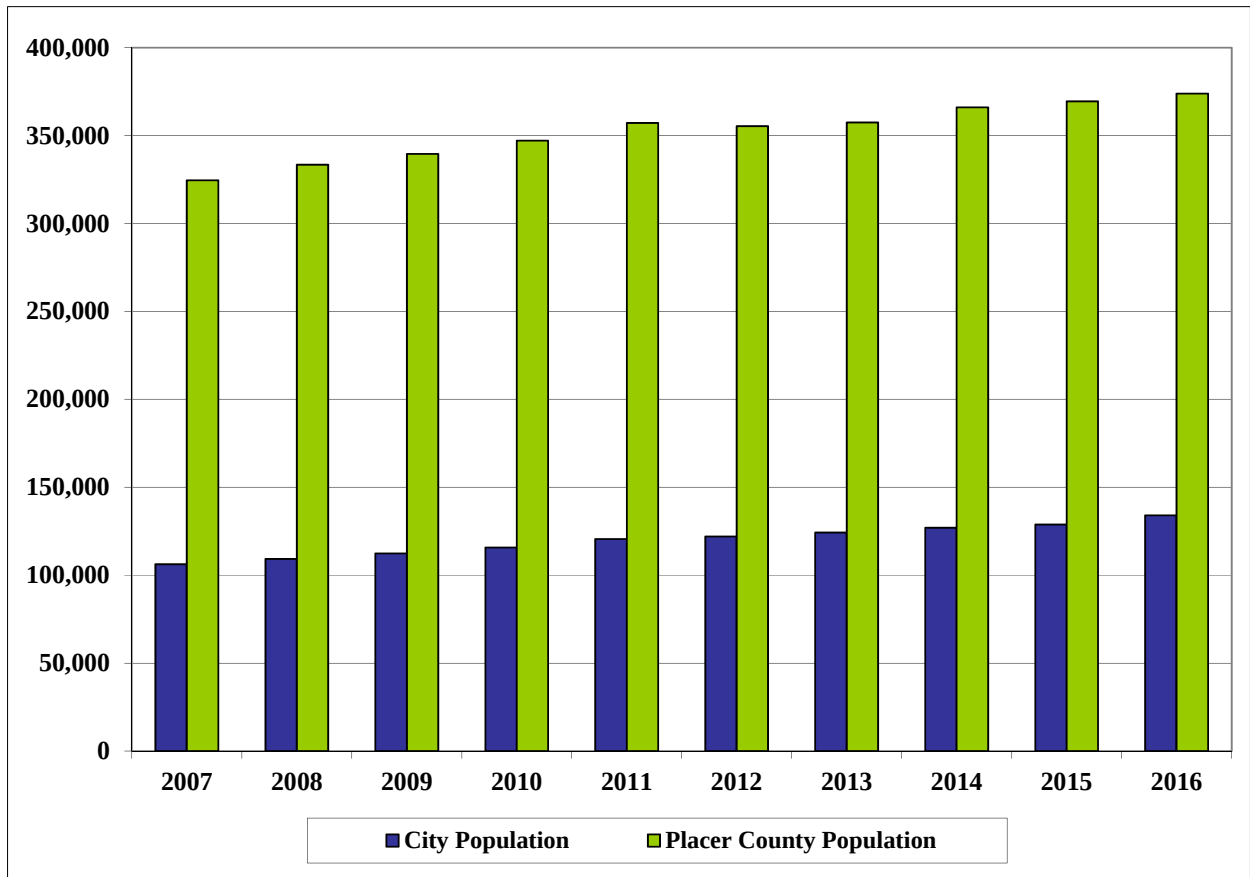
Amount of debt subject to limit

LEGAL BONDED DEBT MARGIN	\$672,531,992
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Fiscal Year	Debt Limit	Total Net Debt Applicable to Limit	Legal Debt Margin	Total net debt applicable to the limit as a percentage of debt limit
2007	584,311,626		584,311,626	0.00%
2008	624,162,731		624,162,731	0.00%
2009	626,993,562		626,993,562	0.00%
2010	611,493,748		611,493,748	0.00%
2011	567,178,798		567,178,798	0.00%
2012	560,837,192		560,837,192	0.00%
2013	536,758,408		536,758,408	0.00%
2014	578,172,662		578,172,662	0.00%
2015	672,531,992		672,531,992	0.00%
2016	672,531,992		672,531,992	0.00%

- (a) California Government Code, Section 43605 sets the debt limit at 15%.
The Code section was enacted prior to the change in basing assessed value to full market value when it was previously 25% of market value. Thus, the limit shown as 3.75% is one-fourth the limit to account for the adjustment of showing assessed valuation at full cash value.

CITY OF ROSEVILLE
DEMOGRAPHIC AND ECONOMIC STATISTICS
Last Ten Fiscal Years



Fiscal Year	City of Roseville Population	County Total Personal Income	County Per Capita Personal Income	City of Roseville Unemployment Rate (%)	Placer County Population	City Population % of County
2007	106,266	\$15,101,855	\$45,471	4.9%	324,495	32.75%
2008	109,154	16,252,937	47,657	6.6%	333,401	32.74%
2009	112,343	15,898,900	45,614	10.6%	339,577	33.08%
2010	115,781	16,464,986	47,012	11.3%	347,102	33.36%
2011	120,593	17,312,666	48,476	11.4%	357,138	33.77%
2012	122,060	19,004,105	52,544	10.0%	355,328	34.35%
2013	124,255	20,174,068	54,924	7.5%	357,463	34.76%
2014	126,956	21,182,771	58,000	6.5%	366,000	34.69%
2015	128,832	(a)	(a)	5.3%	369,454	34.87%
2016	134,073	(a)	(a)	4.5%	373,796	35.87%

(a) Information not available

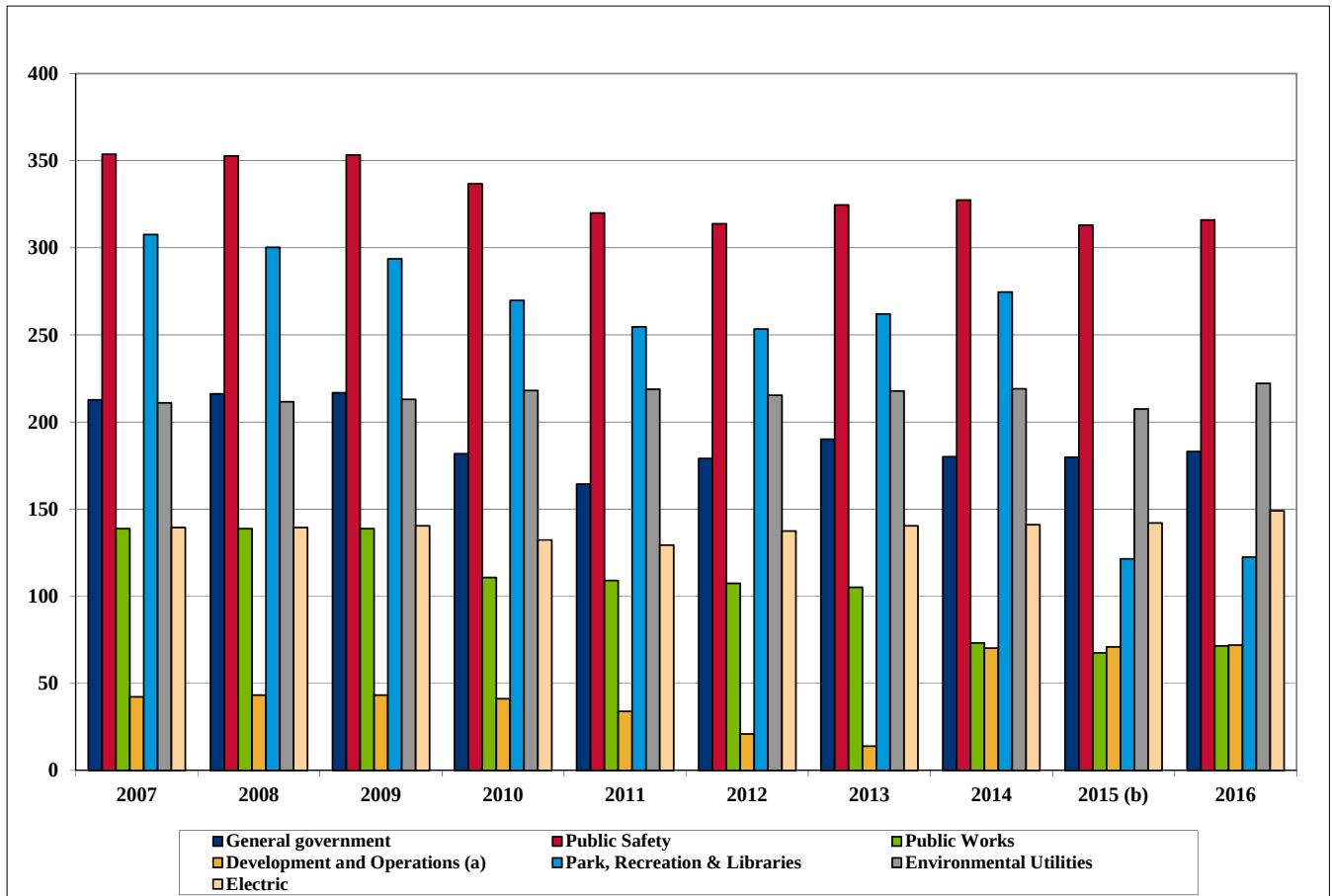
**CITY OF ROSEVILLE
PRINCIPAL EMPLOYERS
Current Year and Nine Years Ago**

Employer	2016			2007	
	Number of Employees	Rank	Percentage of Total City Employees	Number of Employees	Rank
The Permanente Medical Group & Foundation Group	4,988	1	6.48%	3,289	2
Hewlett Packard	2,300	2	2.99%	3,600	1
Sutter Roseville Medical Group	2,100	3	2.73%	1,922	3
Union Pacific Railroad Company	1,150	4	1.49%	1,500	4
City of Roseville	1,136	5	1.48%	1,248	5
Roseville Joint Union High School	1,090	6	1.42%	975	6
Roseville City School District	1,034	7	1.34%	840	7
PRIDE Industries	838	8	1.09%	800	9
Adventist Health	801	9	1.04%	(b)	
Consolidated Communications	440	10	0.57%	(b)	
NEC Electronics				800	8
Wal-Mart				796	10
Subtotal	<u>15,877</u>		<u>20.64%</u>	<u>15,770</u>	
Total Employment	<u>76,925</u> (a)			<u>79,000</u> (b)	

(a) Total Employment as used above represents the total employment of all employees located within the City limits.

(b) Information not available

CITY OF ROSEVILLE
FULL-TIME EQUIVALENT CITY EMPLOYEES BY FUNCTION
Last Ten Fiscal Years



Adopted for Fiscal Year Ended June 30,

	2007	2008	2009	2010	2011	2012	2013	2014	2015 (b)	2016
Function										
General government	212.71	216.21	216.79	181.75	164.38	179.09	190.14	180.10	179.81	183.11
Public Safety	353.69	352.69	353.18	336.75	319.90	313.78	324.59	327.42	313.00	316.00
Public Works	138.77	138.77	138.77	110.75	109.03	107.33	105.17	73.18	67.50	71.50
Development and Operations (a)	42.25	43.25	43.25	41.17	33.98	21.00	14.00	70.26	71.00	72.00
Park, Recreation & Libraries	307.65	300.19	293.70	269.89	254.65	253.43	262.00	274.61	121.50	122.50
Environmental Utilities	211.03	211.59	213.00	218.09	218.90	215.32	217.82	219.14	207.50	222.25
Electric	139.46	139.46	140.46	132.29	129.33	137.39	140.36	141.09	142.00	149.00
Total	1,405.56	1,402.16	1,399.15	1,290.69	1,230.17	1,227.34	1,254.08	1,285.80	1,102.31	1,136.36

(a) Community Development was renamed to Development and Operations in fiscal year 2014.

(b) Decrease in FTE for FY14-15 is due to no longer including FTEs attributable to temporary part-time staff.

CITY OF ROSEVILLE
OPERATING INDICATORS BY FUNCTION/PROGRAM
Last Ten Fiscal Years

Function/Program	Fiscal Year									
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Public safety:										
Fire:										
Number of Haz-Mat alarms answered	330	287	194	192	172	199	201	214	228	204
Number of medical emergencies answered	6,622	6,737	6,967	7,485	7,836	8,429	9,045	9,995	11,015	10,694
Total calls for service	10,065	9,492	8,694	9,129	9,609	10,006	10,936	12,163	13,286	12,828
Police:										
Law violations:										
Physical arrests (adult and juvenile)	7,360	5,464	5,245	4,520	5,845	4,264	4,647	4,321	3,295	2,315
Traffic citations	19,893	18,883	20,889	19,033	6,404	4,826	4,470	2,207	1,839	2,329
Public works:										
Total building permits issued	4,272	4,849	3,975	3,884	4,078	4,338	4,131	5,796	5,715	5,854
Total square feet of street maintenance performed	7,707,910	3,853,433	7,648,976	4,501,241	4,342,272	3,375,318	4,275,981	4,452,658	1,971,986	3,468,666
Park and recreation:										
Community Services:										
Number of participants in Cultural Art classes (Note 1)	1,926	1,520	2,688	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Total attendance Youth/Adult/Senior programs				299,134	301,906	265,736	224,339	233,598	240,576	246,331
Total attendance to aquatic facilities (Note 2)	243,429	235,548	250,182	266,931	278,860	306,455	291,407	324,918	357,064	316,994
Library:										
Number of materials checked out (Note 3)	685,097	818,428	946,224	1,001,179	994,990	1,058,434	1,194,909	1,273,880	1,252,039	1,306,844
Water:										
Average Daily Consumption (in gallons)	30.43M	28.15M	28.19M	25.6 M	25.9M	28.6M	30.2M	28.0M	23.01M	20.70
Number of backflow devices tested	4,348	4,679	4,728	4,895	4,965	4,558	3,862	4,520	4,854	5,093
Number of meters sold	1,031	1,917	2,268	807	497	555	770	569	824	848
Wastewater:										
Number of miles of sewer mains flushed	218	280	258	209	284	277	271	335	284	266
Total preventative work orders completed (Note 4)	9,247	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
% of preventative work orders hours (Note 5)		43.1%	45.5%	48.0%	55%	n/a	40.2%	35.8%	41.3%	38.4%
Solid Waste:										
Tons of solid waste collected	100,148	96,265	89,512	87,446	89,125	87,336	87,946	92,101	94,308	101,794

Notes:

- 1 - No longer tracked in FY09-10. Attendance are now tracked by Youth/Adult/Senior by programs.
- 2 - Roseville Aquatics Center closed for pool repairs Nov 2007-Jan 2008.
- 3 - The Library totals include Downtown Library, Maidu Library and Riley Library. The Bookmobile was retired during the winter 2008 and was replaced in April 2015.
- 4 - Preventative work orders are no longer tracked by the number completed. It is now tracked by the percentage of number of hours worked (effective FY07-08).
- 5 - Data not available for FY11-12 due to change in software (Maximo) used by the City.

CITY OF ROSEVILLE
CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
Last Ten Fiscal Years

Function/Program	Fiscal Year									
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Public safety:										
Fire stations	8	8	8	8	8	8	8	8	8	8
Police stations	1	1	1	1	1	1	1	1	1	1
Number of Police patrol cars	107	107	106	51	49	58	61	64	67	77
Public works:										
Miles of streets	475	432	428	429	432	438	440	440	458	465
Number of Traffic Signals	150	154	162	165	166	167	167	167	171	175
Park and recreation:										
Community services:										
Golf courses (18 holes)	2	2	2	2	2	2	2	2	2	2
City parks	56	58	61	61	63	66	68	71	72	72
Miles of creek	60	60	60	60	60	60	60	60	60	60
Swimming pools (Note 1)	4	4	4	3	3	3	3	3	3	3
Tennis courts	12	14	16	16	16	16	16	18	18	18
Library:										
City Libraries	3	3	3	3	3	3	3	3	3	3
Water										
Miles of water mains	540	556	562	567	569	569	570	570	583	592
Fire hydrants	4,278	4,413	4,473	4,514	4,533	4,542	4,545	4,545	4,654	4,735
Wastewater										
Miles of sanitary sewers	472	485	485	492	493	487	487	491	497	505
Miles of storm drain	474	376	373	382	348	349	351	344	353	366
Solid Waste:										
Number of new residential refuse customers	809	984	800	750	522	537	768	475	601	787
Electric:										
Number of residential customers	43,793	44,662	45,478	46,400	47,021	47,611	48,387	49,013	49,851	50,784
Number of commercial customers	5,788	6,038	6,349	6,411	6,437	6,505	6,561	6,666	6,673	6,700

Note 1 - Swimming pool at Oakmont High School no longer used by the City.

CITY OF ROSEVILLE, CALIFORNIA

SINGLE AUDIT REPORT

FISCAL YEAR ENDING JUNE 30, 2016

CITY OF ROSEVILLE, CALIFORNIA

SINGLE AUDIT REPORT

FISCAL YEAR ENDING JUNE 30, 2016

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor and
Members of the City Council
Roseville, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Roseville, California (City), as of and for the year ended June 30, 2016, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated December 13, 2016. Our report includes an emphasis of matter paragraph regarding the City's adoption of Governmental Accounting Standards Board (GASB) Statement No. 72, *Fair Value Measurement and Application*, and Statement No. 82, *Pension Issues – an amendment of GASB Statements No. 67, No. 68 and No. 72*, effective July 1, 2015.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency* in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2016-001, which we consider to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The City of Roseville's Response to Finding

The City's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Sacramento, California
December 13, 2016



INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

To the Honorable Mayor and
Members of the City Council
Roseville, California

Report on Compliance for Each Major Federal Program

We have audited the City of Roseville California's (City) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2016. The City's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2016.

Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of and for the year ended June 30, 2016, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated December 13, 2016, which contained unmodified opinions on those financial statements. Our report included an emphasis-of-matter paragraph regarding the City's adoption of Governmental Accounting Standards Board (GASB) Statement No. 72, *Fair Value Measurement and Application*, and GASB Statement No. 82, *Pension Issues – An Amendment of GASB Statements No. 67, No. 68, and No. 73*, effective July 1, 2015. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.



Sacramento, California
December 13, 2016

CITY OF ROSEVILLE, CALIFORNIA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED JUNE 30, 2016

Federal Grantor/ Pass-Through Grantor/Program or Cluster Title	Federal CFDA Number	Grant Identification Number / Pass-Through Identification Number	Federal Expenditures	Amounts Provided to Subrecipients
<u>U. S. Department of Housing and Urban Development</u>				
<i>Direct Programs</i>				
Housing Voucher Cluster				
Section 8 Housing Choice Vouchers	14.871	CA128	\$ 4,616,080	
CDBG - Entitlement Grants Cluster				
Community Development Block Grants/Entitlement Grants	14.218	B-14-MC-06-0063	980,575	\$ 196,115
<i>Passed through the California Department of Housing and Community Development</i>				
Home Investment Partnerships Program	14.239	11-HOME-7531	452,734	
Total Department of Housing and Urban Development			6,049,389	196,115
<u>U. S. Department of Health and Human Services</u>				
<i>Passed through the California Department of Education</i>				
CCDF Cluster				
Child Care and Development Block Grant	93.575	15136-2191	41,362	
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93.596	13609-2191	75,182	
Total CCDF Cluster			116,544	
<u>U. S. Department of Justice</u>				
<i>Direct Programs</i>				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2015-DJ-BX-0622	19,760	
<u>U. S. Department of Transportation</u>				
<i>Direct Programs</i>				
Federal Transit Cluster				
Federal Transit-Formula Grants				
Preventative Maintenance & Bus Purchase	20.507	CA 90-Z295	529,133	
Section 5307 Capital Assistance Grant	20.507	CA 90-Y492	10,748	
FY 16 5307 Transit Operations	20.507	CA 2016-097-00	761,321	
Total Federal Transit Cluster			1,301,202	
<i>Passed through the Placer County Transportation Planning Agency</i>				
Highway Planning and Construction Cluster				
Highway Planning and Construction				
Congestion Mitigation and Air Quality Improvement Program	20.205	CML 6158(066)	35,875	
<i>Passed through the California Department of Transportation</i>				
Highway Planning and Construction Cluster				
Bridge Preventative Maintenance Project	20.205	BPMPL-5182(071)	3,788	
Industrial Ave Bridge Replacement	20.205	BRL0-5182(056)	131,129	
Oakridge Bridge Replacement	20.205	BRL0-5182(057)	113,927	
Dry Creek Greenway Comm. Plan/Outreach	20.205	CML-5182(058)	85,255	
Oak St Ext-Miners Ravine Trail	20.205	CML-5182(063)	14,539	
Pedestrian Facilities Improvement	20.205	CML-5182(070)	904,676	
Safe Routes to School Cycle 3	20.205	SRTSLNI-5182(064)	48,187	
Total HPC Cluster			1,337,376	
Enhanced Mobility of Seniors and Individuals with Disabilities				
Federal Transit Authority 5310 (FTA) Mobility Management Grant	20.513	64AM16-00103	8,729	
Highway Safety Cluster				
State Community and Highway Safety				
Selective Traffic Enforcement Program (STEP)	20.600	PT15113	12,318	

See accompanying notes to the Schedule of Expenditures of Federal Awards.

CITY OF ROSEVILLE, CALIFORNIA

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2016**

Federal Grantor/ Pass-Through Grantor/Program or Cluster Title	CFDA Number	Grant Identification Number / Pass-Through Identification Number	Federal Expenditures	Amounts Provided to Subrecipients
<u>U. S. Department of Transportation (Continued)</u>				
<i>Passed through the Sacramento Area Council of Governments</i>				
New Freedom Program				
FTA Mobility Grant	20.521	CA-57-X072	\$ 38,000	
Total Highway Safety Cluster			<u>50,318</u>	
<i>Passed through the Auburn Police Department</i>				
Minimum Penalties for Repeat Offenders for Driving While Intoxicated				
Avoid DUI Campaign	20.608	AL1557	2,477	
Avoid DUI Campaign	20.608	AL1631	<u>2,289</u>	
Total Department of Transportation			<u>2,702,391</u>	
<u>Department of Homeland Security</u>				
<i>Passed through the County of Calaveras</i>				
Disaster Grants - Public Assistance	97.036	FEMA 4240-DR-CA	<u>31,999</u>	
<i>Passed through the County of Placer</i>				
Homeland Security Grant Program - 2014	97.067	2014-00093	36,918	
Homeland Security Grant Program - 2015	97.067	2015-00078	<u>13,078</u>	
Total Department of Homeland Security			<u>81,995</u>	
TOTAL FEDERAL EXPENDITURES			<u>\$ 8,970,079</u>	<u>\$ 196,115</u>

See accompanying notes to the Schedule of Expenditures of Federal Awards.

CITY OF ROSEVILLE, CALIFORNIA

**NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2016**

NOTE 1 – REPORTING ENTITY

The accompanying Schedule of Expenditures of Federal Awards (SEFA) presents the activity of federal award programs of the City of Roseville (City). The City's reporting entity is defined in Note 1 of the City's financial statements. All federal awards received directly from federal agencies as well as federal awards passed through from other government agencies are included on the SEFA.

NOTE 2 – BASIS OF ACCOUNTING

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements, regardless of the measurement focus applied. All governmental funds and agency funds are accounted for using the modified accrual basis of accounting. All proprietary funds are accounted for using the accrual basis of accounting. Expenditures/expenses are recognized following the cost principles contained within Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

NOTE 3 – DIRECT AND INDIRECT (PASS-THROUGH) FEDERAL AWARDS

Federal awards may be granted directly to the City by a federal agency or may be granted to other government agencies which pass-through federal awards to the City. The SEFA includes both of these types of Federal award programs when they occur.

NOTE 4 – INDIRECT COST RATE

The City has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

CITY OF ROSEVILLE, CALIFORNIA

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2016**

I. SUMMARY OF AUDITORS' RESULTS

FINANCIAL STATEMENTS

Type of auditors' report issued on whether the financial statements
audited were prepared in accordance with GAAP:

Unmodified

Internal control over financial reporting

Material weakness(es) identified?

No

Significant deficiency(ies) identified?

Yes

Noncompliance material to financial statements noted?

No

FEDERAL AWARDS

Internal control over major federal programs:

Material weakness(es) identified?

No

Significant deficiency(ies) identified?

No

Type of auditors' report issued on compliance for major federal programs:

Unmodified

Any audit findings disclosed that are required to be reported in accordance
with 2 CFR 200 section 200.516(a)?

No

Identification of major federal programs:

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster</u>
<u>14.218</u>	<u>CDBG - Entitlement Grants Cluster</u>
<u>20.205</u>	<u>Highway Planning and Construction Cluster</u>

Dollar threshold used to distinguish between Type A and Type B programs:

\$ 750,000

Auditee qualified as low-risk auditee?

Yes

CITY OF ROSEVILLE, CALIFORNIA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED JUNE 30, 2016

II. FINANCIAL STATEMENT FINDINGS

FINDING 2016-001

VENDOR MASTER FILE MAINTENANCE

Criteria:

The City should maintain a policy for vendor master file maintenance to control active and inactive vendor files. Necessary changes to the vendor master file should be restricted to authorized personnel and the review and authorization of changes made should be evidenced.

Condition Found:

During our testing over the cash disbursements transaction cycle, it was noted that the City's vendor master file had a large number of vendors which had not recently conducted business with the City. It was noted that the City did not have a policy for reviewing the vendor master file to inactivate or purge unused vendors. Additionally, the review of changes made to the vendor master file was not evident.

Context:

The condition above was identified during our consideration of the City's design and implementation of internal controls over the City's cash disbursements process. At the time, the vendor master file had over 40,000 active vendors included and there was no process in place to inactivate or purge vendors.

Effect:

Due to the above condition, the City's internal control over payments to vendors is weakened.

Cause:

The City does not have a formalized policy to restrict access to make changes to the vendor master file, to review changes made to the file, and to inactivate or purge unused vendors from the file.

Recommendation:

The City should adopt a policy to restrict access to make changes to the vendor master file, to conduct reviews of the changes made to the vendor master file, and to purge inactive vendors from the file.

View of Responsible Officials and Planned Corrective Actions:

The City reviewed the vendor file and inactivated all vendors without recent activity, which reduced the number of active vendors to approximately 3,000. The City is in the process of developing a policy to review and inactivate vendors on a regular basis.

CITY OF ROSEVILLE, CALIFORNIA

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2016**

III. FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None noted.

CITY OF ROSEVILLE, CALIFORNIA

**SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED JUNE 30, 2016**

Financial Statement Prior Year Findings

Finding No.	Description	Status
2015-001	Authorization of Procurement Cards	Implemented
2015-002	Segregation of Duties Over Utility Billing	Implemented

Federal Award Prior Year Findings and Questioned Costs

Finding No.	Program Name	CFDA No.	Compliance Requirement	Status
2015-003	Section 8 Housing Choice Vouchers	14.871	Special Tests and Provisions – Depository Agreement	Implemented
2015-004	Home Investment Partnerships Program	14.239	Cash Management	Implemented
2015-005	Home Investment Partnerships Program	14.239	Period of Performance	Implemented

CITY OF ROSEVILLE, CALIFORNIA

Independent Accountants' Report on
Agreed-Upon Procedures Applied To
The Article XIII-B Appropriations Limit Calculation

For the Fiscal Year Ended June 30, 2017



**INDEPENDENT ACCOUNTANTS' REPORT
ON APPLYING AGREED-UPON PROCEDURES RELATED TO
THE ARTICLE XIII-B APPROPRIATIONS LIMIT CALCULATION**

The Honorable Mayor and Members of City Council
City of Roseville, California

We have performed the procedures enumerated below to the Appropriations Limit Calculation of the City of Roseville, California (City), for the fiscal year ended June 30, 2017. These procedures, which were agreed to by the City, were performed solely to assist the City in meeting the requirements of Section 1.5 of Article XIII-B of the California Constitution. The City's management is responsible for the Appropriations Limit calculation. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants.

The sufficiency of the procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures performed and our findings were as follows:

1. We obtained the completed worksheets setting forth the calculations necessary to establish the City's appropriations limit and compared the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the City Council. We also compared the population and inflation options included in the aforementioned worksheets to those that were selected by a recorded vote of the City Council.

Finding: No exceptions were noted as a result of our procedures.

2. We added last year's limit to the annual adjustment amount, and compared the resulting amount to the 2016-2017 appropriations limit.

Finding: No exceptions were noted as a result of our procedures.

3. We compared the current year information to the worksheets described in No. 1 above.

Finding: No exceptions were noted as a result of our procedures.

4. We agreed the prior year appropriations limit to the prior year appropriations limit adopted by the City Council.

Finding: No exceptions were noted as a result of our procedures.

We were not engaged to and did not perform an examination, the objective of which would be the expression of an opinion on the Appropriations Limit Calculation. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. No procedures have been performed with respect to the determination of the appropriation limit for the base year, as defined by Article XIII-B of the California Constitution.

This report is intended solely for the information and use of the City Council and management of the City and is not intended to be and should not be used by anyone other than those specified parties.

A handwritten signature in black ink that reads "Varinck, Trine, Day & Co LLP". The signature is written in a cursive, flowing style.

Sacramento, California
December 13, 2016